

COLLECTIVE AGREEMENT

between

**THE UNIVERSITY OF
BRITISH COLUMBIA**

and

**CANADIAN UNION OF
PUBLIC EMPLOYEES
CUPE Local 116**

April 1, 2014 - March 31, 2019

THE UNIVERSITY OF BRITISH COLUMBIA

PREFACE

This is the Collective Agreement between the Canadian Union of Public Employees (Local 116), and The University of British Columbia. It establishes wages and working conditions for employees of The University who are covered by CUPE Local 116's certification.

This is a legal agreement and, as such, both employees and their supervisors are required to abide by its provisions.

If you have any questions or problems concerning the Collective Agreement or its interpretation, contact:

your Union Steward or Human Resources Advisor,

or the Union office, phone 604-827-1705

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***Errors or Omissions excepted**

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**THE AGREEMENT RATIFIED
BY THE PARTIES ON**

June 10, 2015

THE UNIVERSITY OF BRITISH COLUMBIA
(Hereinafter called the University)

PARTY OF THE FIRST PART AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 116**
(U.B.C. EMPLOYEES)

Chartered by the Canadian Union of Public
Employees and affiliated with the
Canadian Labour Congress
(Hereinafter called the Union)

PARTY OF THE SECOND PART.

ARTICLE 1

Preamble

WHEREAS it is obligatory upon the University and its employees that efficient operation of the University be maintained and to affect this it is important that harmonious relations be continued between the University and its employees, and

WHEREAS the Union is a trade union formed by and including certain employees of the University and,

WHEREAS the parties hereto with the desire and intention of making their relationship more harmonious have concluded to make provisions herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions, security and the adjustment of grievances with respect to the employees of the University for whom the Union has been certified as the sole bargaining agent:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto in consideration of this mutual covenant hereinafter contained agree each with the other as follows:

ARTICLE 2

Management Rights

2.01 Management Rights

The management and the direction of the working force is vested in the University, except as in this Agreement is otherwise specified.

ARTICLE 3

Recognition and Negotiations

3.01 Bargaining Unit

As certain employees of the University have formed the Union, the University recognizes the Union as the sole bargaining agency on behalf of its employees for whom the Union has been certified as bargaining agent in respect of wages, hours, working conditions, security, adjustment of grievances and other conditions as are indicated in this agreement.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon between the University and Union 116. Special consideration will be given to bona fide students enrolled at the University of British Columbia.

3.03 Part Time and Temporary Employees

This Collective Agreement is fully applicable to all employees covered by the Union certification except for University of British

Columbia students working less than four (4) hours per day or unless otherwise specified.

3.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the University or its Representatives which may conflict with the terms of this Collective Agreement.

3.05 Mutually Agreed Changes

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures. **Such changes to the Collective Agreement may be made mid-term.** The mutually agreed changes must have signatures of the signing officers of both the University and the Union.

3.06 Definition of Employees

“Employee” is defined as any person who is defined as an “Employee” within the scope of the Union’s certification as provided for in the Labour Relations Code of British Columbia.

a) Regular Employee

- i. A full-time **Regular** Employee shall mean an employee who has completed the probationary period and works the full-time hours set out under Article 12.01 on an ongoing basis.
- ii. A part-time **Regular** Employee shall mean an employee who has completed the probationary period and has been hired to work twenty (20) hours per week

or more, or 960 hours per year or more, on an ongoing basis.

- iii. For the purposes of this article, a Dental Assistant as per Schedule 'B' attached to and forming part of the Collective Agreement shall be considered a full-time **Regular Employee**.

A "**Regular Employee**" will be paid by the month or the hour.

Except as otherwise set out, a part-time **Regular Employee** shall receive all benefits and entitlements of the Collective Agreement on a pro-rata basis. **For all purposes an hourly paid Regular Employee shall have the same benefits and entitlements as a monthly paid Regular Employee.**

b) **Auxiliary Employees**

"**Auxiliary Employees**" are those who are working on jobs which may not continue as a regularly constituted position, or work less than twenty (20) hours per week, or hired for work that reoccurs seasonally for periods of less than one hundred and twenty (120) consecutive calendar days. The term of a seasonal appointment may be extended by mutual agreement between the Union and University. The University shall rely upon the review process conducted pursuant to Article 22.04 to determine whether an employee may be eligible for conversion to Regular status. The University will assess the reasonable likelihood of the employee's position continuing at 960 hours or more on a recurring basis.

A seasonally hired Auxiliary employee shall, at the date of hire or recall, be assigned a termination date. The termination date serves as notice of seasonal layoff, and no other notice is required of the University. Seasonal employees shall be laid off at the termination date. The termination date may be modified with not less than seven (7) working days' notice or pay in lieu of notice.

c) Temporary Employees

A "Temporary Employee" is defined as an employee full and/or part-time who has been hired for temporary employment of a non-continuing nature arising from:

1. leaves of absence, vacations, workers' compensation, sick leaves, long term disability leaves; or
2. special projects of a limited duration.

In sub-paragraph two (2) above, "limited duration" shall mean six (6) months or such longer period as is reasonable in the circumstances. In the event the Union withholds agreement to a period longer than six (6) months, the University may refer the matter to the Layoff/Recall Umpire (Article 11.06). The Umpire shall have exclusive jurisdiction to resolve the difference on such terms as the Umpire considers reasonable in the circumstances. Unless otherwise agreed by the parties in advance, decisions by the Umpire shall be without prejudice or precedent. Proceedings before the Umpire under this paragraph shall be on an expedited basis, in accordance with procedures

established by the Umpire which may include hearings by telephone conference call.

The Union shall be notified of all temporary assignments of three (3) months or longer.

It is understood that a temporary employee shall not continue to be employed while there is an employee on layoff in the same classification as the temporary employee, and who is available and qualified to competently perform the work required, except in the event of an emergency for up to ten (10) working days, unless mutually agreed otherwise by the parties.

Notwithstanding the provisions of the Collective Agreement dealing with probation, temporary employees who are employed in strict compliance with these definitional provisions shall not attain seniority status or rights, provided they are not employed for periods longer than the leaves of absence, vacations, workers' compensation, sick leaves or long term disability leaves, or six (6) months accumulative, whichever is less. However, where such employees are employed for periods equal to or longer than the probationary period, they shall be accorded a hiring preference over external applicants in respect of posted vacancies, if qualified and upon application in accordance with Article 10, for a period of time equal to the period of time worked. Where two (2) or more such employees make application, the factors in Article 10 shall apply. It is understood and agreed, however, that in order for the hiring preference aforesaid to apply, the employee claiming such preference must clearly indicate on his or her application for the posted

vacancy that an entitlement to a hiring preference is claimed.

d) Grant Employee

A “Grant Employee” is defined as an employee hired to fill a position created as a result of a research grant with a stated termination or expiry date (it being understood that such date is capable of extension or renewal by the granting agency). Grant employees with fifteen (15) months or less service who are terminated as a result of the expiry or cancellation of the grant, or the completion of the technical work being funded, shall not have recourse to the layoff procedures set out in Article 11.04. **Grant employees who have passed their probationary period but have not yet accrued more than fifteen (15) months service shall be eligible for layoff with recall as set out in Article 11.04(b)(4)(c).**

Grant employees except as noted above shall be entitled to all rights and benefits of the Collective Agreement. **Grant employees may be hired as Regular or Auxiliary.**

e) Probationary Employee

A “Probationary Employee” is defined as a newly hired full or part-time employee who shall be considered probationary for the first sixty-five (65) days worked or one hundred and eighty (180) consecutive calendar days, whichever comes first. All new employees shall serve a probationary period. The probationary period, which is solely for the purpose of determining a new employee’s suitability, may only be extended by mutual

agreement of the University and the Union. After successful completion of the probationary period, seniority shall be established in accordance with Article 9.01.

The probationary period for employees in the Engineering Technician, Technician and Research Assistant classifications shall be twelve (12) calendar months from their date of hire. It is understood that this paragraph shall have no effect on benefits entitlement.

3.07 Bulletin Boards

The Employer shall provide bulletin boards in a permanent and prominent location acceptable to the Union. The bulletin boards shall be used by the Union to convey information to its members. The cost and installation shall be borne one half (1/2) by the Employer and one half (1/2) by the Union.

3.08 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the University acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee who the steward represents, in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

3.09 Name of Stewards

The Union shall notify the University Human Resources Department in writing of the name of each shop steward, before the University shall be required to recognize him/her.

3.10 Permission to Leave Work

The University agrees that shop stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is further agreed that shop stewards are employed to perform work for the University and that shop stewards will not leave their work during working hours except to perform their duties under this agreement.

It is further agreed that no shop steward shall leave their work without obtaining permission from their supervisor. Such permission shall not be unreasonably withheld.

ARTICLE 4

Check Off of Union Dues

4.01 Check Off Payments

The University agrees to deduct from initial appointment appropriate union dues from all employees for whom the Union has been certified.

4.02 Deductions

It is further agreed that the University will arrange for a copy of the above-mentioned assignment to be sent to the Union on initial appointment. The University further agrees to continue the existing arrangement by which such monies are transferred to the Union.

4.03 Notification (Union Shop Clause)

Every employee in the bargaining unit shall complete a written dues check-off request upon commencing employment within the bargaining unit. The Employer shall deduct and pay out of the salary due to the employee the prevailing initiation fees, union dues and assessments as established by the Union.

Such deductions shall be forwarded to the Union's financial institution or electronically transferred to the Union's account not later than the fifteenth (15th) day of the month following the month for which the deductions were made. Where technical problems arise and the University is unable to forward these deductions by the agreed date, they shall provide an interim payment so that the Union can meet the requirements of its Constitution. As soon as possible thereafter, the University shall make the necessary adjustments and finalize the dues payment and report.

All employees covered by the certification and employed by the University prior to March 16, 1989, but who were not members at that time, will not be required to join the Union.

All employees covered by the certification who were members of the Union on March 16, 1989 will continue to be members of the Union.

New employees covered by the certification shall, as a condition of employment, be required to become Union members.

4.04 Human Rights

The parties agree there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, marital status, sexual orientation, union membership or union activity; in particular, that there shall be no such discrimination in terms of hiring, promotion, training, layoff, recall and transfer.

4.05 Equal Employment Opportunity

The University is committed to providing a work environment free of any form of adverse discrimination. The parties hereto subscribe to the principles of the Human Rights Code of British Columbia. The parties recognize the need to implement an Employment Equity Program at the University. The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population served by the University; and to ensure that individuals are not denied employment, advancement or training opportunities within the University for reasons unrelated to ability to do the job.

Regulations, policies and procedures with respect to recruitment and selection shall facilitate:

- opportunities for external recruitment and internal advancement consistent with the provisions of Article 10 to develop a workforce that is representative of the diversity of the people of British Columbia; and

- the long term career development and advancement of all interested employees in the bargaining unit.

4.06 Union Information Meeting for New Employees

A Union representative shall be given an opportunity to meet and acquaint new employees with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

Such meeting shall take place within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at such time as mutually agreed between the Union and the Department Manager.

Department Managers must ensure that a new employee works no longer than four (4) weeks before attending these meetings.

ARTICLE 5

Union/Management Committees

5.01 Establishment of Committees

The University will appoint and maintain a Committee to be known as the Management Committee, one member of which shall be designated “Chairperson”.

The Union, will appoint a Bargaining Committee consisting of not more than five (5) members of the Union. The Union will advise the University of the names of the Union members of this Committee.

5.02 Representation of Employer and Union

No individual employee or group of employees shall undertake to represent the Union at meetings with the University without proper authorization of the Union. In order that this may be carried out, the Union will supply the University with the names of its officers. The University will supply the Union with a list of its current committee members with whom the Union may be required to transact business.

5.03 Labour-Management Committee

Union Representatives and the University Management Committee will meet every two (2) months for the purposes of discussing issues relating to the workplace that affect the parties bound by this Agreement.

- a) The purpose of the consultation committee is to promote the cooperative resolution to workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, to promote workplace productivity, and to review and respond to issues referred to it by Local Working Committees pursuant to Article 5.04.
- b) The Union Committee and the University Management Committee shall, as occasion warrants, get together for the purposes of discussing and negotiating a speedy settlement of disputes, except for grievances arising between the University and the employees concerned, including possible re-negotiations

relative to this Agreement and the Schedule, which is part thereof.

- c) Where working conditions are referred by Local Working Committees to the Labour-Management Committee, it is on the understanding that the appropriate Department Heads, Managers, and Employee Representatives shall attend. Where the appropriate Department Heads, Managers, and Employee Representatives are unable to attend, the issue shall be referred to the next Labour-Management Committee meeting.

5.04 Local Working Committees

- a. Individual departments may set up a local working committee made up of an equal number of representatives appointed by the department and the Union. If a local working committee is set up in a department, the department and the Union shall advise each other of the names of its representatives.
- b. Local working committees shall meet as often as the representatives determine for the purpose of discussing issues in the department; including, but not limited, to workload.
- c. The University and the Union agree that local working committees do not have the ability to bind the parties as to the interpretation or application of the provisions of the Collective Agreement.
- d. The parties agree that unresolved matters arising from the Local Working

Committee may be referred to the Labour-Management Committee as set out in Article 5.03.

5.05 Technical Information

The University shall make available to the Union on request and within thirty (30) working days, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, an explanation of the methods used in job evaluation, and financial and actuarial information pertaining to pension and welfare plans.

Where it is not possible to provide the information requested within thirty (30) working days, notice will be sent to the Union that such information will be provided as soon as reasonably possible thereafter.

The University will provide the Union with an annual list of current Union members including all contact information the University has for each Union member. Home or personal telephone numbers and e-mail addresses obtained from this list will not be disclosed by the Union to, or used on behalf of, any third party. The information is provided to the Union for the purpose of providing information to, and obtaining information from, its members.

For bona fide representational reasons, the Union may in individual cases request that the University provide it with an employee's most recently known home address, telephone number, and email address. Such requests will be addressed by the Union to the Human

Resources Department, and shall be satisfied by the University within five (5) working days.

See: Article 20 Job Classification and
Reclassification

Article 22 Employee Benefits

ARTICLE 6

Grievance Procedure

6.01 Definition of Grievances

Any difference concerning the interpretation, application or operation of this Agreement or any alleged violation thereof shall be dealt with without stoppage of work as follows:

6.02 Settling of Grievances

Step 1

Any complaint or grievance shall first be taken up verbally by the parties. Failing settlement of the complaint or grievance, the grievance shall be stated in writing and submitted in accordance with Step 2.

Step 2

The grievance shall be submitted to the Department Head concerned. Should such Department Head be unable to settle the matter within seven (7) working days following the receipt of the letter of grievance, Step 3 shall be invoked.

Step 3

The grievance shall be discussed between the University's Human Resources Department and the Union's Grievance Committee. Failing

settlement in this step within seven (7) working days, Article 7.01 shall be invoked. To the extent that the Step 3 grievance is particularized, the parties shall endeavor to exchange relevant information prior to the grievance meeting. The intent of this proposal is to enable the Union to adequately represent its members and the University to appropriately represent its interests. It is agreed that this provision is not intended to compel exhaustive or complete disclosure and that it does not place a burden on either party that would result in significant or unreasonable delay in the grievance process.

6.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the University has a grievance, Steps 1, 2 and 3 of this Article may be by-passed. The intent of the foregoing Article is that it will apply only to General Policy disputes.

6.04 Priority Grievances

- a. Any dispute involving discipline, suspension or safety shall receive priority and shall commence at Step 3.
- b. Any dispute involving layoff or dismissal shall receive priority and shall commence at Step 3.

6.05 Union May Institute Grievances

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to

seek adjustment with the University in the manner provided in the Grievance Procedure.

6.06 Replies in Writing

Replies to written grievances stating reasons shall be in writing at all stages.

6.07 Facilities for Grievances

The University shall supply the necessary meeting room facilities for the grievance meetings.

6.08 Failure to Act Within Time Limits

Failure of the University or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union or the University in any future similar grievances.

6.09 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which he/she deems just and equitable.

ARTICLE 7

Arbitration

7.01 Composition of Board of Arbitration

- a. When arbitration is invoked in accordance with Article 6, then either party may refer the difference to arbitration for final and binding settlement. When such a referral is made, the parties will agree on a single arbitrator. Failing agreement within ten (10) working days of referral to Arbitration, either party may request the Minister of Labour to make the appointment.
- b. The Arbitrator shall issue his/her decision, which shall be final and binding and enforceable on the parties, within fourteen (14) working days of the conclusion of the hearing. If the arbitrator fails to deliver a decision within this time, the parties shall make an immediate joint request to the Arbitrator for prompt delivery of a decision.
- c. Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which he/she shall do within five (5) working days.
- d. The expenses and compensation of the Arbitrator shall be shared equally between the parties.

- e. The Arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any agreement which he/she deems just and equitable.
- f. Whenever a stipulated time is mentioned in the procedure above, the said time may be extended by mutual consent of the parties.

ARTICLE 8

Discharge, Suspension and Discipline

8.01 Discharge and Suspension Procedure

Any employee may be suspended or discharged for cause without notice provided that employee shall have the right to the established Grievance Procedure.

It is agreed that every member of C.U.P.E. Local 116 is employed to perform full- and/or part-time work for the University and that absence from work without just cause may constitute reason for suspension or discharge.

It is further agreed that in the case of immediate suspension for cause, the period of suspension shall not exceed the employee's five (5) normal working days immediately following the date of suspension. A Department Head may suspend an employee but shall immediately report such action to Human Resources.

An employee may be discharged only upon the authority of the University.

When the University wishes to discuss dissatisfaction with the work of an employee which could reasonably be expected to lead to disciplinary action, the employee shall be accompanied by a steward.

Upon taking its decision, the University will immediately send to the employee concerned, with a copy to the Union, a letter giving written notification of the reasons for the discipline.

8.02 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the University.

8.03 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of pay or seniority. He/she shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

Notwithstanding any other provision of this Agreement, the Arbitrator appointed to hear a discharge case shall be empowered to set, peremptorily, a date for the commencement of the hearing which shall be within sixty (60)

days of the Arbitrator's appointment. For the term of this Agreement, the Arbitrator for discharge cases shall be Heather Laing, Brian Foley, **Vince Ready, Michael Fleming or Greg Mullay**. The parties shall discuss and attempt to agree to an arbitrator from this list. Failing agreement, the arbitrator shall be chosen by random from this list. The parties may mutually agree, prior to the commencement of arbitration under this provision that the results will be without prejudice to future arbitrations.

8.04 Warnings

Whenever the University or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the University shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved and forward a copy to the Union.

8.05 Adverse Report

- a. When an employee is notified in writing of any expression of dissatisfaction concerning his/her work, a copy must be sent to the Union and the Human Resources Department within ten (10) working days of the event of the complaint.
- b. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. This Article

shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the University, whether or not it relates to his/her work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record.

- c. Any written censures, letters of reprimand, or adverse reports, shall be deemed removed from the employee's file after the expiration of twenty-four (24) months from date of issue, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was unaware.
- d. An employee shall be entitled to examine his/her own personnel file upon request and shall have the right to insert written comment to any document contained therein. Such comment shall become part of the employee's personnel file. On written request the employee shall be provided with copies of any such personal material provided he/she pays for the cost of copying.

8.06 Crossing of Picket Line During Strike

The University and the Union agree that in the event of a strike by members of another union employed at the University or outside employers which cause the said striking union to place or maintain pickets that a member of the Union shall not be discriminated against

nor disciplined for refusing to cross a legally established picket line providing that:

- a. the strike is a legal one;
- b. the area in which the pickets are placed is confined to the main operation of the striking employees;
- c. the Union Executive of C.U.P.E., Local 116 advise that they regard the picket lines which have been set up as a bona fide picket lines;
- d. adequate arrangements shall be made for essential services including the necessary personnel to ensure campus safety and security, preservation of living collections, continuity of patient care services and protection of people. The parties agree to meet immediately upon the need to implement this paragraph to identify those personnel and positions which are considered essential.

ARTICLE 9

Seniority

9.01

a. Seniority Defined

Seniority is defined as the length of unbroken service as an employee covered by this Agreement in a department or unit of the University as defined in Appendix "A". **Employees who transfer from one department or unit as defined in Appendix "A" to another shall maintain their seniority credit.**

b. Seniority Date Adjustment (the following provisions take effect :)

1. Effective October 1, 2004 for hourly employees in the Bookstore, Campus Security, Parking, the Museum of Anthropology, and the Department of Housing (excluding Housing and Conferences hourly paid Residence Attendants)
2. Effective April 10, 2006, for all other hourly employees including the Housing and Conferences hourly paid Resident Attendants.
3. Hourly employees, who limit their availability for regularly scheduled shifts, shall have their seniority date adjusted using the following process:
 - a. Once a quarter, hourly employees will be asked to choose how many shifts they wish to be available, for the following three months.
 - b. For each month that an employee restricts their availability to between four (4) and seven (7) shifts per month, that employee shall have their seniority date pushed forward by fifteen (15) calendar days. For example, an employee with a seniority date of January 1, 2002, who restricted their availability to seven (7) shifts a month for three (3) months, would have a new seniority date of February 15, 2002. This new

seniority date would come into effect at the end of the quarter that the employee chose to restrict their availability.

- c. For each month that an employee restricts their availability to between one (1) and three (3) shifts per month, that employee shall have their seniority date pushed forward by thirty (30) calendar days. It is understood that employees cannot restrict their availability to less than one (1) shift a month. For example, an employee with a seniority date of January 1, 2002, who restricted their availability to two (2) shifts per month for three (3) months, would have a new seniority date of April 1, 2002. This new seniority date will come into effect at the end of the quarter that the employee chose to restrict their availability.

c. Seniority Credit for Seasonal Employees:

A Seasonal Employee transferring to, or applying to a posting for, an Hourly Employee or Staff Employee position, shall receive credit for seniority on a pro-rata basis for service as a Seasonal Employee.

9.02 Seniority List

The University shall maintain seniority lists showing the seniority date as defined in Article 9.01 of each employee. Separate seniority lists shall be maintained for **Regular**

and **Auxiliary** employees. Seniority lists shall include employee names in order of seniority, seniority date, classification held and an indication of those employees who are grant funded. A copy of each seniority list shall be sent to the Union and posted on bulletin boards in January and July of each year by each department or unit.

Note: Seasonal employees shall be included in the **appropriate** seniority list with the word “seasonal” in brackets after their names.

9.03 Seniority Application

Seniority applies for the purposes of the Agreement including the specific provisions for job security, layoff, recall, promotions and staff changes and vacation scheduling.

9.04 Loss of Seniority

Employees shall not lose their seniority if they are absent from work because of illness, accident, layoff, or leave of absence approved by the University.

Employees shall only lose their seniority in the event:

1. They are discharged for just cause and not reinstated.
2. They resign and do not withdraw their resignation in writing within three (3) working days.
3. They are absent from work in excess of three (3) working days without sufficient cause or without notifying the University, unless such notice was not reasonably possible.

4. They fail to return to work within ten (10) calendar days following notice by receipted couriered letter to do so, except due to illness or other just cause. Employees shall be responsible for keeping the University informed of their current address. Employees recalled for casual work or employment of a duration of ten (10) working days or less at a time when they are employed elsewhere may decline such recall without loss of seniority or recall rights.
5. They are laid off for a period longer than fifteen (15) consecutive calendar months.
6. They accept a transfer to a position outside the bargaining unit and do not return to a position in the bargaining unit within the periods set out in Article 9.06.
7. They are in receipt of severance pay pursuant to the provisions of this Agreement or the Employment Standards Act.

9.05 Probationary Period for Newly Hired Employees

All new employees shall serve a probationary period. The probationary period, which is solely for the purpose of determining a new employee's suitability, may only be extended by mutual agreement of the University and the Union. After successful completion of the probationary period, seniority shall be established in accordance with Article 9.01. See Article 3.06.

9.06 Transfer and Seniority Outside the Bargaining Unit

Employees shall not be transferred to positions outside the bargaining unit without their consent. Employees shall not continue to perform bargaining unit work while transferred outside of the bargaining unit, except by mutual agreement of the parties.

The seniority of employees transferred outside the bargaining unit shall be retained but shall not accumulate during the period of such transfer provided the employees are not outside the bargaining unit an accumulated period of more than six (6) months in any twelve (12) consecutive calendar months. Such periods may be extended by mutual agreement of the parties.

Where the purpose of the transfer to a position outside the bargaining unit is to provide coverage for a maternity and/or parental leave, a military leave, or long-term illness leave, an employee shall retain seniority for up to twelve (12) consecutive months.

Employees who return to the bargaining unit within the periods provided by this provision shall be placed in a job consistent with their seniority and classification at the time they were transferred.

Employees who do not return within such periods shall lose their seniority and cease to have any rights pursuant to the Collective Agreement.

ARTICLE 10

PROMOTIONS AND STAFF CHANGES

10.01 Job Posting

The University agrees that filling a vacancy of six (6) months duration or longer, notice of such vacancy shall be posted for a minimum of five (5) working days on Union bulletin boards, online, and in such other places as mutually agreed by the parties in order that any employee of the University shall have the opportunity of applying for the vacancy. All postings shall contain the following information:

1. applicable department or unit;
2. faculty name for positions posted within the CUPE 116 bargaining unit,
3. classification, position, required qualifications and summary of job duties;
4. hours of work, pay grade and any special features such as shift work and premiums; and
5. the University's **employment equity statement**

The parties agree that for job postings for positions within the Engineering Technician and Research Assistant Technician hierarchies, as well as other positions where employees are assigned workstations with direct access to online job postings, the requirement to post a copy of such job postings on Union bulletin boards and other

locations as set out in this Article is expressly waived upon appropriate notice being given to affected employees.

Temporary vacancies resulting from Article 18.03 (Union leave), 18.08, 18.09 or temporary transfers or promotions which may last longer than **six (6)** months, shall require a posting unless they are filled by the temporary transfer of an employee **from within** the applicable department or unit as defined in Appendix "A". **For assignments of four (4) weeks or longer the University shall solicit an expression of interest and consider opportunities to rotate such assignments amongst qualified employees.**

Eight (8) weeks after the hire or transfer of an employee into a vacancy which was filled without following either of the above methods, a review shall be performed by the department and the incumbent's supervisor to determine whether there is a likelihood that the position will last longer than the probationary or trial period. If there is a likelihood that the position will last longer than the probationary or trial period, the University shall post and fill the position expeditiously. Concurrent to the posting, the incumbent to the position shall be given written notice that their position will end on a specific date which is before the completion of their probationary or trial period. Where the University desires a continuity of labour until the posting is filled, an extension to the probationary or trial period will be considered by the Union if requested in accordance with Articles 3.05 or 10.03.

10.02 Job Selection

The parties agree with the following principles:

1. promotion within the service of the University;
2. job opportunity increasing in proportion to the length of service;
3. **ability to perform the vacant position; and,**
4. recognition of **work experience.**

Therefore in making staff changes, transfers or promotions the University shall consider these principles and make appointments **amongst qualified candidates on the basis of knowledge, skills and ability perform the vacant job (as at the time of posting), the assessment of which will consider past performance,** from within the **applicable** department or unit. Seniority shall be the determining factor only where the other factors are relatively equal. **Where a junior employee is selected over a senior candidate, the difference shall be measurable and demonstrable.**

Where there is no applicant who meets those factors from within the applicable department or unit, preference shall be given to applicants from elsewhere within the bargaining unit who meet those factors. Where there are two (2) or more such applicants, length of unbroken service with the University in the bargaining unit shall be the determining factor only where the other factors are relatively equal.

All job selection grievances shall be referred to Vince Ready as the designated Job Selection Umpire. The Job Selection Umpire process shall be as set out within the Expedited Arbitration provisions of LOU#11.

10.03 Trial Period

Employees who are transferred or promoted will be appointed to their new position on a trial basis for a period of sixty-five (65) days worked or one hundred and eighty (180) consecutive calendar days, whichever comes first. Such periods may only be extended by mutual agreement of the parties. Employees who find the position unsatisfactory or are unable to meet the job requirements shall firstly be returned to their previous position or to another position at the same pay grade. Where, as a result of Article 10.03, an employee returns to their previous position, the employee then occupying such position who is thereby displaced shall firstly be returned to their previous position or to one at the same pay grade.

10.04 Succession Planning/ Training/Education

- a. The parties are committed to employee development and training, therefore each local working committee is mandated to review the concept of succession and training planning and to make recommendations to the Union/Management Committee on the fundamental elements of a succession and training plan. The recommendations

must identify specifically the training and mobility requirements within lines of progression as well as the exemptions, if any, from Article 10 of the Collective Agreement the local working committee feels necessary to achieve a workable succession plan. The local working committee shall review the status of their succession and training plans every two (2) years or sooner if a local committee deems to do so.

- b. Where the University offers free or subsidized training or education to employees in a particular department or unit as defined in Appendix "A", and where such offer cannot be made to all employees in that department or unit, then the offer shall be made on the basis of the following factors: relevance of the training to the employee's work; the likelihood that the employee will utilize the training in the employee's work for a reasonable period of time; prerequisite qualifications and work history; and seniority. All enumerated factors will be given equal weight.

10.05 Transfers from Auxiliary to Regular

1. When employees transfer from **Auxiliary** employee status to **Regular**, the amount of time which they have spent on the hourly paid status will decide the step of the increment scale, if such increment scale exists, on which the employees will be placed.

Where no differential in pay exists between the hourly rate and staff rate the above section does not apply.

10.06 Transfer from Regular to Auxiliary

A **Regular** Employee shall be eligible to transfer to an **Auxiliary** position and retain their employment status as a **Regular** Employee.

10.07 Salary Adjustment Upon Promotion and Transfer

Employees promoted on a temporary or permanent basis shall be placed at the first step of the new pay grade which provides a raise in pay of at least fifty (\$50) dollars per month. Employees transferred to a different classification within the same pay grade shall not suffer a loss in pay as a result.

10.08 Seniority During Temporary Transfers

If employees are appointed to a position of limited duration they shall, either during the time when the position continues or when the position is discontinued, return to their former position without loss of seniority.

10.09 Union Notification

Each department shall notify the Union in writing when employees covered by this Agreement are hired, promoted, demoted, transferred, laid off, recalled, resign, are suspended or are terminated.

10.11 Rehabilitation Assignments

The parties may agree to the designation of certain positions or the creation of assignments for the purposes of rehabilitation. These positions or assignments would be temporary in nature and only offered to employees with temporary disabilities who otherwise would be off work on sick leave, long term disability, or workers' compensation for periods of up to approximately ninety (90) days. To be offered one (1) of these positions or assignments an employee would be required to provide to the University a medical prognosis indicating the approximate period the employee would be temporarily disabled and the extent of the disability. The employee would then be provided with a temporary job description approved by the parties and where required by the Workers' Compensation Board. The employee would then take the temporary job description to the employee's physician for approval prior to beginning the work. The physician's approval must be in writing and provided to the University.

The rate of pay for such positions or assignments shall be the employee's regular rate of pay or such other rate as may be agreed upon by the parties on a without prejudice basis.

In the event a designated position or assignment is vacant it shall be filled, if necessary, on a temporary basis in a manner mutually agreed upon by the parties.

ARTICLE 11

Layoff and Recall Procedure

11.01 Layoff Defined

- a. Layoff is defined as a reduction in the workforce or a reduction in the regular hours of work of a full-time **Regular** employee. It is understood that any reduction in the hours of work of part-time **Regular** employees or of **Auxiliary employees**, shall be in accordance with operational requirements and seniority. **An Auxiliary employee shall have their hours reduced prior to a part-time Regular employee. A reduction in hours or availability of work due to seasonal or cyclical slowdowns shall not be considered as a layoff.**

Notwithstanding the foregoing the parties may mutually agree to address temporary reductions in hours of work of **Regular** employees in a manner other than contemplated by Article 11.04.

11.02 Role of Seniority in Layoff and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore in the event of a layoff or recall, employees shall be laid off and recalled in accordance with their seniority and the procedures set out in this Agreement, or as mutually agreed between the parties. It is understood that employees must be qualified for and able to perform competently the work available in order to exercise their seniority.

It is also understood and agreed that the introduction of new pay grades as a result of the implementation of pay equity in the 1999-2002 Collective Agreement does not impact on employee options under Article 11.04(b) Paragraph 4.

11.03 Advance Notice of Layoff

For employees covered by Article 11.01, the University shall give advance notice of layoff or pay in lieu as set out herein or as required by the Employment Standards Act, whichever is greater.

- a. **Regular** employees shall receive not less than one (1) month's notice or pay in lieu.
- b. **Auxiliary** employees shall receive notice or pay in lieu as follows:
 1. Less than six (6) months of service – one (1) week;
 2. More than six (6) months but less than one (1) year of service – two (2) weeks;
 3. More than one (1) year of service – one (1) month.

11.04 Layoff Procedures

a. General Provisions

In the event of a layoff, other than a seasonal layoff, the Union shall be notified in writing before any employee is issued notice of layoff. The parties agree to meet and discuss alternatives, if any, and to appoint

representatives who shall administer the appropriate layoff procedures.

Auxiliary employees shall be laid off in accordance with the procedures set out in this Agreement prior to the layoff of any **Regular** employee.

b. Specific Provisions

1. Pre-layoff Consideration

Where actions are being considered which may result in a layoff, the department or unit shall, prior to issuing notice of layoff, notify the Union in writing of the actions being considered and possible nature and length of layoffs which could result from such actions.

2. Initial Meeting

An initial meeting shall be held between representatives of the department or unit and the Union to discuss the actions being considered and alternatives, if any, and to designate representatives to administer the layoff(s), if occurring. This meeting shall take place within two (2) working days of the notification set out in (a) above, unless mutually agreed to otherwise by the parties. At this meeting the department or unit shall, if possible, provide a list of the classification(s), position(s), department(s), unit(s) and the number of such that are affected.

3. Where Layoffs Will Occur

The designated representatives shall prepare a list of the employee(s) affected in each of the categories set out in paragraph two (2) above showing the seniority of each such employee.

This list shall be provided to the department or unit and the Union within two (2) working days of the initial meeting referred to in paragraph two (2) above. The department or unit may then issue the appropriate notice(s) of layoff, with a copy to the Union of each such notice.

The designated representatives shall as soon as possible also review the qualifications of the employee(s) on the list to determine if there are any positions vacant or currently held by less senior employees in equal and/or lower paying classifications in the department or unit for which the employee(s) is qualified and able to perform competently the work. This determination shall be based on job descriptions for the position(s), the information contained in the employee's personnel file and interviews with appropriate individuals as determined by the representatives.

The designated representatives shall exert reasonable efforts to ascertain any vacancies, current or pending, in an equal or a lower pay grade of the affected employee(s). The layoff procedures shall take precedence over the job posting procedure set out in Article 10.02 as long as it does not result in a promotion and as long as there are no applicants who meet the factors set out in that Article from within the applicable department or unit. It is understood that the affected employee(s) must apply for the vacancies within the time limits set out in Article 10.01.

The designated representatives shall meet with each affected employee as soon as possible once the foregoing steps have been completed

to review each employee's options as set out in paragraph four (4) below. Each employee shall have five (5) calendar days from the date of the meeting in which to consider and indicate their preference based on seniority.

4. Employee Options

Employee options shall be as follows subject to seniority:

- a. A transfer into an identified position of equal pay in the applicable department or unit for which they have been determined to be qualified and able to perform competently the work of the position; or
- b. A transfer into an identified position of lower pay in the applicable department or unit for which they have been determined to be qualified and able to perform competently the work of the position; or
- c. Accept layoff with rights to recall to their previous position or a position of equal pay in the applicable department or unit for which they are qualified and able to perform competently the work of the position; or
- d. Accept severance pay, if entitled, pursuant to the provisions of this Agreement or the Employment Standards Act. Pursuant to paragraph seven (7) of Article 9.04 this option terminates employment and all rights pursuant to the Agreement.

5. Additional Options

An employee for whom no placement option under 11.04(b)(4)(a) or 11.04(b)(4)(b) was available at the time layoff notice was issued shall be able to exercise their rights to such a position should one become available within thirty (30) days of the issuance of layoff notice.

This provision does not apply to an employee who was offered a placement option under 11.04(b)(4)(a) or 11.04(b)(4)(b) and who selected layoff with recall or layoff with severance.

This provision ceases to apply once an employee has been provided with a placement option.

11.05 Recall Procedures, Rights and Obligations

- a. Employees on layoff shall be responsible for keeping the department or unit and the Union informed of the following:
 1. Current home address and telephone number;
 2. Availability for short term temporary work for which they are qualified and able to perform competently; and
 3. Any changes in qualifications and certifications.
- b. Employees shall be recalled by receipted couriered letter. A copy of recall letters shall be sent to the Union upon sending them to employees. Employees must

return to work within ten (10) calendar days following notice by receipted couriered letter, except as outlined in Paragraph four (4) of Article 9.05.

- c. It is agreed that new employees may be hired in a department or unit for emergencies or hired when employees on layoff in that department or unit are temporarily not available. Such new employees shall only be entitled to the provisions of this Agreement for the temporary period of time required and not to exceed ten (10) working days, unless mutually agreed otherwise by the parties.
- d. (d) The University will not hire new employees while there are employees on layoff available who have applied for the vacancies within the time limits set out in Article 10.01 and who possess the qualifications and ability to perform competently the work required.

11.06 Layoff/Recall Umpire

In the event of a dispute over the interpretation, application, or administration of the layoff and recall provisions of the Collective Agreement or a concern arising from where a notice of layoff could result in more than two (2) transfers, either party may refer the matter to the Layoff/Recall Umpire.

The Layoff/Recall Umpire shall be Rod Germaine or Robert Pেকেles. Selection of the Umpire shall be by mutual agreement. In the event agreement cannot be reached, the

Umpire shall be selected by earliest availability.

The Umpire shall have exclusive jurisdiction to resolve any difference aforesaid between the parties on such terms as the Umpire considers just and reasonable in the circumstances. In the exercise of his jurisdiction, the Umpire shall seek to avoid excessive serial transfers while at the same time avoiding clear injustices to individual employees. In the exercise of the jurisdiction, the Umpire may include a temporary red circling direction where the Umpire has precluded a transfer that might otherwise have occurred. Unless otherwise agreed by the parties in advance, decisions by the Umpire shall be without prejudice or precedent. Proceedings before the Umpire under this paragraph shall be on an expedited basis, in accordance with procedures established by the Umpire which may include hearings by conference telephone call.

Where a matter has been referred to the Layoff/Recall Umpire, a brief outline of the Union's position shall be delivered to the University at the time the referral is made. The University shall provide an outline of its response within thirty (30) days of the referral. The parties will be expected to provide further and more detailed particulars as required.

Under normal circumstances legal counsel shall not be retained to present the case before the Umpire.

11.07 Termination/Severance Pay

The amount of notice of termination or pay in lieu of notice of termination will be determined by this Agreement or the Employment Standards Act, whichever is greater. Employees terminated as a result of culpable conduct shall not be entitled to severance pay except where it is mutually agreed upon between the parties or part of an arbitration award.

- a. For employees in the position of Engineering Technician or Research Assistant Technician who have five (5) or more years of service, severance pay shall be paid at the conclusion of the period of notice of layoff based on the following calculation:
 1. Five (5) years completed service, one (1) month's pay;
 2. Each additional year of service, two (2) weeks' pay up to a maximum of three (3) months' pay

In special circumstances and upon consultation with the Department of Human Resources, departments may exceed this payment provided that any payment for severance must be available from the research grant or contract, and that the amount of severance pay does not detrimentally affect the operations of the department.

ARTICLE 12

Hours of Work

12.01 Standard Daily or Average Weekly Hours

- a. The normal work week for all employees in all departments except as noted below, shall consist of five (5) consecutive days in seven (7) days for a total of thirty-seven and one-half (37-1/2) hours per week.
- b. In some departments with special requirements, the hours of work may be spread over seventy-five (75) hours in two (2) weeks by scheduling **no more than six (6) consecutive** working days, **within the two (2) week period. Days off shall be scheduled in a manner that ensure that a minimum of two (2) consecutive days off occur within the two (2) week period.** The two (2) week period will be calculated from the start of the day shift every other Sunday.
- c. The normal day shift shall be any seven and one-half (7-1/2) hours between 7:00 a.m. and 6:00 p.m. The evening shift shall be any seven and one-half (7-1/2) hours between 3:30 p.m. and 12:30 a.m. The night shift shall be any seven and one-half (7-1/2) hours between 11:00 p.m. and 8:00 a.m. except as set out in this Agreement, employees shall normally be scheduled for a seven and one-half (7-1/2) hour work day. Starting times will be offered to employees on the basis of seniority within the applicable

job title, subject to operational requirements and the need to provide an adequate balance of resources.

- d. A minimum of one-half (1/2) hour meal period shall be allowed on any shift but this time will be unpaid and outside the regular hours.
- e. In the event of any employee being transferred from one shift to another, the University agrees to give at least forty-eight (48) hours' notice. There shall be at least fifteen (15) hours rest between shifts which are being changed.
- f. ALL CLERICAL AND SECRETARIAL: The shift times shall be those as noted above but the hours of work shall be thirty-five (35) hours per week and seven (7) hours in one (1) day. It is also agreed that the shift work in all clerical and secretarial will only apply in those sections and at those times that it is deemed essential. Shift times will apply as outlined in (c) above.

BOOKSTORE: The shift times shall be those as noted above but the hours of work shall be thirty-five (35) hours per week and seven (7) hours in one (1) day.

DENTISTRY: As indicated in (b) and (c) above except that "(where Department Heads find it impossible to work on this basis), on Saturdays any four (4) hours between 8:00 a.m. and 1:00 p.m." shall be added.

PATROL: Parking and Security Services – It is noted that patrol staff will be required to work rotating shifts.

SERVICE WORKER – ICE MAKER: It is noted that the staff in the Ice Arena may be required to work rotating shifts.

See: Letters of Understanding re: Hours of Work

12.02 Making Changes to the Work Schedule

1. The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
2. For all employees in all departments the days worked shall be consecutive and split shifts shall be avoided if at all possible.
3. Prior to making a major change in the work schedule, the University shall discuss these changes with the Union. The University shall provide at least thirty (30) calendar days' notice to the Union and impacted employees, prior to implementing the change to the work schedule.
4. Changes in the work schedule must be consistent with operational requirements and the provisions of the Collective Agreement. Any such change shall not be capricious, arbitrary, discriminatory, or in bad faith.

5. The University shall give due consideration to the impact the change will have on the affected employee(s) personal circumstances.
6. The University and the Union agree that within the Conferences and Accommodations unit of Student Housing and Hospitality Services, the University will give not less than one (1) week notice of the hours and days of work of each scheduled employee in the Housekeeping section. Where the Union is advised the University of special operational problems, the employees will be given as much notice as possible.

12.03 Employment or Wage Guarantee

It is agreed that for all employees other than students, a minimum of four (4) hours pay in any one day will apply.

12.04 Paid Rest or Relief Periods

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift.

12.05 Modification to Work Schedules

Where employees and their department head, director, manager, or designate develop a modified work schedule that has the potential of providing service more effectively, as well as providing benefits to the quality of work/life balance of the employees, it shall be submitted to the University and the Union for consideration. Where the University and the Union agree, such schedule may be implemented on a trial basis by Letter of

Understanding. All necessary variances to the regular provisions of the Collective Agreement shall be included in that letter.

It is understood such trial period may be extended by mutual agreement. Once a modified work schedule has been in place for twenty-four (24) months, further formal extension is not required. Either party may cancel a modified work schedule agreement with thirty (30) days' notice.

The following forms of modified work schedules shall be considered:

- A work schedule that varies from the regular work schedule and operates on a seasonal, sessional, or other time duration basis as defined by the parties.
- A work schedule that varies from the regular work schedule by providing longer working days with earned days off such as a "Nine Day Fortnight".
- A work schedule that varies from the regular work schedule by providing employees with a daily and/or weekly range of hours and/or days between which employees would have some flexibility in scheduling their own work day and/or work week according to criteria agreed to by the parties.

General Provisions:

Factors to be considered in the assessment of the potential benefits and impacts of a modified work schedule are:

- a. The potential for reduction in the use of leave for medical and dental appointments;
- b. Customer Service;
- c. Operational Requirements;
- d. The potential for reduction in childcare costs;
- e. Sustainability;
- f. Greater coverage of the work day by employees 'on shift';
- g. The potential for reductions in overtime;
- h. Impact on work flow;
- i. Interdependency of work units;
- j. Relative costs of the forms of work schedule.

It is agreed and understood that all approved and agreed to, modified work schedules shall adhere to following principles:

- a. Equate to the same number of working hours as a standard work week.
- b. Such hours may be averaged on a bi-weekly, monthly, or annual basis as is appropriate for the unit.
- c. The calculation of such averaged hours must include all paid time including rest breaks, paid holidays, and vacation.

ARTICLE 13

Overtime

13.01 Overtime Defined

Overtime is defined as all time worked before or after the normal daily hours or in excess of the normal weekly hours, as set out in Article 12.

Overtime is considered scheduled if it is posted on the hours of work schedule, pursuant to Article 12.02, or if an employee is advised of overtime work while he/she is at work.

In the event of an approved alternate work schedule, modified work week schedule, flex schedule or combination thereof, overtime shall be defined as set out in Article 12.05.

13.02 Compensation for Work Before and After Scheduled Daily or Weekly Hours

- a. Overtime rates will be calculated on the pay of the shift immediately previous to the time in which the overtime occurred.
- b. Overtime work before and after regular daily or weekly hours shall be paid for at double time on a pro rata basis. Overtime shall normally be paid, but if there is mutual agreement between an employee and a Department Head, equivalent time off may be taken; such time off will be at double time. Days off with pay accrued in lieu of pay for overtime must be taken not later than twelve (12) months following the date on which the overtime was worked.

- c. Double-time rates will apply for all overtime on a pro rata basis. Overtime will be paid for any hours in excess of seven and one-half (7-1/2) hours in one (1) day or thirty-seven and one-half (37-1/2) hours in one (1) week except as indicated in (b) above when overtime will be paid for any hours in excess of seven and one-half (7-1/2) in one (1) day or seventy-five (75) in two (2) weeks. In each case, overtime will be calculated on the pay of the shift immediately previous to the time in which the overtime occurred.

For all Clerical, Secretarial and Bookstore employees, overtime will be paid for any hours in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week. For these employee groups, the rate of overtime pay will be prorated based on one hundred and fifty two (152) hours per month.

13.03 Payment for or Supply of Meals

Where employees work two (2) hours or more immediately before or immediately after their regular shift due to overtime, the University shall provide a meal or an allowance of **twelve dollars (\$12.00)**.

13.04 Sharing of Overtime

Overtime shall be on a voluntary basis except in emergencies. Insofar as possible, overtime will be divided equally among employees within a department or unit as described in Appendix "A" where they are qualified to

perform the available work in their classification except in emergencies.

All scheduled overtime worked shall be posted within ten (10) working days of the end of each quarter in the department or faculty concerned, and a copy of this posting shall be sent to the Union.

13.05 Call Out – Trouble Call – Standby

- a. Call Out shall be defined as a request for an employee to perform work outside the employee's scheduled hours, excluding scheduled overtime contiguous to the start or end of the employee's scheduled hours. Employees shall be entitled to return home immediately after completing the work specific to the call out, unless it extends into the employee's scheduled hours. Minimum pay for a call out is four (4) hours at the appropriate overtime rates. Where a call out extends into an employee's scheduled hours, the employee shall be paid at the appropriate overtime rates for the first four (4) hours worked, with the balance of scheduled hours worked paid at the employee's regular rate of pay.
- b. Trouble Call shall be defined as a call to an employee outside the employee's scheduled hours for information or advice regarding a problem at the workplace. Employees receiving a trouble call that does not require the employee to leave home shall receive a minimum of two (2) hours pay at appropriate overtime rates. It is understood that multiple calls within a

sixty (60) minute period, related to the initial trouble call, shall not be considered additional trouble calls.

- c. **Standby pay will occur when employees are scheduled to be on-call for evenings and weekends. Standby employees shall be paid a \$38.00 shift premium for each twenty-four (24) hour period or part thereof, they are scheduled for on-call work, regardless of whether work is required.**

In the event that an employee is asked to report to the workplace while on standby, the employee shall receive Call Out as set out in 13.05(a). If a Standby employee is required to dispatch another employee to the workplace due to specialized expertise, the dispatched employee will receive Call Out as per Article 13.05(a). No additional premium will be paid to the Standby employee.

During regularly scheduled standby shifts, it is the employee's responsibility to respond in a timely manner.

An employee who reports to work during a Standby shift is permitted to leave the workplace once the work is complete.

Standby shall be scheduled on a voluntary basis. Should enough employees not volunteer, standby shall be assigned on the basis of reverse

seniority amongst employees able to perform the work competently.

Prior to implementing a Standby schedule within a unit, the University shall discuss the implementation with the Union. The University shall provide thirty (30) days calendar notice to the Union and the impacted employees prior to implementing the Standby schedule. The University shall give due consideration to the impact of a Standby schedule on the personal circumstances of the affected employees. The Union may refer any dispute respecting the implementation of a regular standby schedule directly to Expedited Arbitration under LOU#11.

- d. In the event of a call out or trouble call on a Paid Holiday, employees shall receive double time for the specified minimum in addition to the employee's regular pay.

13.06 Relief On Call

To be regulated to the best of the University's ability.

ARTICLE 14

Shift Work

14.01 Shift Premium

All employees hired prior to January 1, 1986 shall receive five percent (5%) additional compensation for all hours worked on the evening shift and ten percent (10%) additional compensation for all hours worked on the night shift.

All other employees not grand parented shall receive shift differential compensation of **seventy-five cents (\$0.75)** for all hours worked between 6:00 p.m. and 11:00 p.m. and **eighty cents (\$0.80)** for all hours worked between 11:00 p.m. and 7:00 a.m.

14.02 Weekend Premium

All employees shall receive a weekend premium of **seventy-five cents (\$0.75)** for all hours worked between **7:00 a.m. and 6:00 p.m. on a Saturday or on a Sunday.**

Where the University requires Regular employees to work on a Saturday and/or Sunday, it shall provide Regular employees with an opportunity to indicate their preference for such work. The University shall first schedule those employees who have indicated their preference work on a Saturday and/or Sunday amongst those employees capable of performing the work. Should the University require additional Regular employees on a Saturday and/or Sunday, it will schedule those employees who are capable of performing the work on the basis of reverse seniority.

Employees who apply for a posted position where the hours of work specifically include weekends shall be deemed to have indicated their preference.

ARTICLE 15

Holidays

15.01 Paid Holidays

- a. The following are the Paid Holidays recognized by the parties:

New Years Day	January 1
Family Day	Second Monday in February
Good Friday	Varies from year to year
Easter Monday	Monday immediately following Good Friday
Victoria Day	Third Monday in May
Canada Day	July 1
British Columbia Day	First Monday in August
Labour Day First	Monday in September
Thanksgiving Day	Second Monday in October
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

Any other day proclaimed as a holiday by the Federal or Provincial Government will also be recognized.

- b. Where one of the above noted Holidays falls on a Saturday or Sunday the University may declare the preceding Friday or the following Monday as the

day in lieu to be recognized by the University or in the case of Christmas and Boxing Day, may declare the day(s) immediately preceding or following such day(s) as the day(s) in lieu. **Notwithstanding the declaration of a lieu day, should an employee be scheduled to work on a Paid Holiday, the lieu day provision shall not be operative and the actual Paid Holiday will be treated as such.**

15.02 Special Arrangements – Christmas

It is agreed between the University and the Union that special arrangements shall be made for all shifts for the last working day prior to Christmas Day where it will not disrupt working requirements. These special arrangements shall be discussed in the Union/Management meeting each November.

15.03 Paid Holiday Entitlement

- a. **Full-time Regular** employees shall be entitled to all Paid Holidays as set out in Article 15.01 (a) and (b) unless they are on layoff at the time of the Paid Holiday and have not worked eleven (11) days in the thirty (30) calendar days immediately preceding the Paid Holiday.
- b. All other employees who have been employed for thirty (30) calendar days and have worked eleven (11) of the thirty (30) calendar days immediately preceding the Paid Holiday shall be entitled to such Paid Holiday as set out in Article 15.01 (a) and (b).

- c. All employees, other than **Regular** employees, recalled from layoff less than thirty (30) days prior to a Paid Holiday, and who did not receive entitlement for a Paid Holiday while on layoff, shall be entitled to pay for the Paid Holiday following the recall if that employee had worked eleven (11) days of the thirty (30) calendar days prior to the layoff from which the employee has been recalled.

15.04 Pay for Paid Holiday or Lieu Day Not Worked

- a. **All Full-time Regular and Auxiliary** Employees entitled to a Paid Holiday shall be paid their regular wages for that day.
- b. **All Part-time Regular and Auxiliary** Employees entitled to Paid Holidays shall be paid a day's pay based on the average number of hours per day worked in the thirty (30) calendar days immediately preceding the Paid Holiday.

15.05 Pay for Paid Holiday Day Worked

- a. All employees who work on a Paid Holiday as set out in Article 15.01 (a) shall be paid at the overtime rate as set out in Article 13 for all hours worked.
- b. Employees entitled to the Paid Holiday as set out in Article 15.03 who work that Paid Holiday shall also receive another day off with pay as set out in Article 15.04, to be taken within twelve (12) calendar months immediately following the Paid Holiday at a time mutually

agreed between the employee and their department, or by mutual agreement of the employee and their department, an additional day's pay.

15.06 Illness or Injury on a Paid Holiday

Employees entitled to a Paid Holiday who are scheduled to work on that Paid Holiday as set out in 15.01 (a) and do not report for work due to illness or injury shall receive sick pay for that day (if they have sufficient sick leave accumulation to draw from) and shall be granted a paid day in lieu at a time mutually agreed between the employee and their department within twelve (12) months of the Paid Holiday. If such employee does not have sufficient sick leave accumulation to cover the day they shall receive holiday pay as set out herein.

15.07 Special Holiday

- a. A Special Holiday is a day declared to be a holiday by the University for its employees, other than a Saturday, Sunday, Paid Holiday, or a day declared by the University to be in lieu of a Paid Holiday.
- b. Where an employee works on a Special Holiday, he/she shall have the option of receiving an additional day's pay or another day off with pay to be taken within twelve (12) months following the Special Holiday at a time mutually agreed by the employee and the department.
- c. In the event a Special Holiday falls on an employee's regular day off, he/she shall

be given a day off in lieu to be taken within twelve (12) months following the Special Holiday at a time mutually agreed between the employee and the department.

15.08 Leave of Absence Without Pay

Employees on Leave(s) of Absence Without Pay other than Leave(s) of Absence for Union Business pursuant to Article 18.02 shall not be entitled to Paid Holiday pay or Special Holiday pay for holidays that occur while they are on such leave.

15.09 Resignation/Retirement

Employees who retire or resign before a Paid Holiday shall not be entitled to Paid Holiday pay for such day.

CLARIFICATION NOTE: For purposes of clarification, it is the intention of the parties that premium pay will attach to working on the actual date of the paid holiday rather than the day declared in lieu by the University. For example, employees who work the day in lieu and not the actual day of the paid holiday shall receive straight time pay, and those who have worked eleven (11) days of the thirty (30) calendar days immediately preceding the paid holiday shall also receive an additional day's pay, or by mutual agreement of the employee and their department, another day off with pay.

ARTICLE 16

Vacations

16.01 Definition of Term

For the purpose of this Article, the calendar year shall mean the twelve (12) month period from January 1st to December 31st inclusive.

16.02 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter (1 1/4) working days for each month worked prior to December 31st with the right to take days as they are accumulated. For probationary employees, the probationary period may be extended by the amount of earned vacation actually taken.

16.03 Vacation Schedule for Second Calendar Year

Subject to Article 16.09, employees in their second calendar year may take their vacation entitlement of 1 1/4 days per month as it is accrued. Alternatively, such employees may take their full annual vacation entitlement of three (3) weeks, or portion thereof, at any time in the 2nd calendar year. In this event the employee shall receive vacation pay only for entitlement already accrued. Payment for vacation entitlement unearned at the time of vacation will be paid monthly as it is accrued.

Employees who have completed their first Anniversary year of employment shall not be subject to the foregoing.

16.04 Vacation Schedule

- a. Employees shall receive an annual vacation with pay on the following basis:

Three (3) weeks during the second (2nd) calendar year.

Four (4) weeks during the fifth (5th) calendar year.

Five (5) weeks during the eighth (8th) calendar year.

Commencing with their fourteenth (14th) calendar year of service, employees shall receive one (1) additional day with pay for each additional year of service, to a maximum of five (5) additional days.

Six (6) weeks during the eighteenth (18th) calendar year.

Rates of pay in each of the above cases shall be those which the employee would have received if he/she had worked.

For computation of vacation entitlement, employees shall be deemed to be in their second (2nd) calendar year on January 1st if they had service immediately preceding that date.

- b. Where an employee's vacation entitlement increases as a result of the Article, the employee shall be entitled to carry over such increase to the following year.

16.05 Compensation for Holidays Falling Within Vacation

When a Statutory Holiday falls on or is observed during an employee's annual vacation period, he/she shall be granted an additional day's vacation for each Statutory Holiday in addition to his/her vacation time.

16.06 Vacations – Part-time and Auxiliary Employees

It is agreed that **Part-time and Auxiliary** employees will enjoy the same vacation entitlement, **on a pro-rata basis**, as **Regular** employees. **Vacation pay shall be calculated and paid to Auxiliary employees semi-monthly with their normal pay.**

16.07 Vacation Pay on Termination

An employee who leaves the service of the University for other than normal retirement after the first year (twelve (12) months) of service shall be entitled to the proportion of vacation for which he/she normally would be eligible, such proportion to be calculated on the number of month's service from January 1st on the year of severance.

16.08 Vacation Pay on Retirement

On normal retirement each employee will be entitled to the same vacation or vacation pay which he/she would have had if he/she continued working to the end of the calendar year.

When an employee retires at age sixty-five (65), he/she shall receive the present provisions of the contract. If an employee is

re-appointed after age sixty-five (65), the employee will only receive the earned vacation pay when he/she retires from the position of post retiral appointment.

It is understood that the above provisions do not apply to employees who have been on long term disability for more than three (3) months immediately prior to their normal retirement. (For example, an employee whose normal retirement date is May 01 and who has been on long term disability for the full period February 01 through April 30 will not receive vacation entitlement for the entire calendar year).

16.09 Vacation Preferences and Schedules

It is agreed that employees' annual vacation entitlements shall be taken at the employee's option. Every reasonable effort shall be made to accommodate the interests of both the employee and the Department. Vacation entitlements shall be posted by January 15 of each calendar year. Employees will submit vacation requests by February 15 of each calendar year. Requests will be approved and the final vacation schedules will be posted by March 1 of each calendar year. Permission shall not be withheld unjustly. Scheduling of vacations shall be on the basis of seniority. Requests for changes after March 1 will not be unreasonably refused.

Vacation in any one (1) year must take place by December 31st, except that at an employee's discretion five (5) days of paid vacation may be carried over for use into the following year. An employee may carry over an additional five (5) days of paid vacation for

use in the following year provided that there is an agreement with the Department.

16.10 Approved Leave of Absence during Vacation

Where an employee is eligible for sick leave while he/she is on vacation there shall be, on application, special arrangement made where illness or accident can be proven with the intent not to lose vacation time. In such cases, a doctor's certificate stating specifically the nature of such illness or accident may be required.

16.11 Notice of Termination by Employee

A Regular employee will give the University one (1) month's written notice upon severance if he/she wishes to receive full vacation entitlement upon separation.

All other employees with three (3) months' continuous service or more will give the University one (1) week's written notice upon severance if he/she wishes to receive full vacation entitlement upon separation.

Employees who do not give the required notice as outlined above shall receive only four percent (4%) vacation pay or as required by legislation.

ARTICLE 17

Sick Leave

17.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled or quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act. Employees, who exhaust their sick leave credits due to lengthy illness, etc., shall be allowed an automatic leave of absence without pay for two (2) months. A review of the case shall be made at the end of the two (2) month period.

17.02 Annual Sick Leave

One and one-quarter (1-1/4) day's sick leave at full pay for each month of accumulated service up to a maximum of one hundred and fifty-two (152) days will be allowed.

Computation of sick leave time will commence on a month to month basis from the date of appointment.

Sick Leave Records – Posting of credits will take place on January 1st of each year and a list will be submitted to the Union by January 31st each year.

Persons who are regularly working on an evening or night shift will be entitled to sick leave pay at the applicable premium rate if they are ill and absent from work during the time that they would have otherwise received the premium rate for that specific shift.

Auxiliary Employees

- a. **Auxiliary** employees who have completed three (3) months of continuous service shall be eligible to participate in the sick leave plan. Date of computation shall begin from the date of employment including the probationary period.
- b. The rules which apply to **Regular** employees shall apply to **Auxiliary** employees.
- c. An **Auxiliary** employee shall not be eligible for sick pay during a period in which he/she is not employed at the University – e.g., layoff time.
- d. Once an **Auxiliary** employee becomes eligible for sick leave credits and is subsequently laid off, that employee shall not have to serve another three (3) months to become eligible if re-employment takes place within fifteen (15) months of the lay-off. In the event of such re-employment, new accumulation of sick leave credits shall be added to the accumulation previously credited to the employee.
- e. When an employee has worked eleven (11) of the days in any given calendar month, he/she will be entitled to sick leave credit. If an employee works less than eleven (11) of the days in a month, no sick leave credit will apply.
- f. The sick leave policy shall apply to **Auxiliary** employees who have completed three (3) months continuous

service as per section (a) and where the normal work week is twenty (20) hours or more.

17.03 Leave for Medical and Dental Appointments

Absence for medical and dental appointments totaling less than one-half (1/2) shift in any one (1) month shall not be deducted from sick leave.

Where absence for medical and dental appointments exceeds one-half (1/2) shift in any one (1) month, a deduction shall be made from accumulated sick leave.

Except in the event of emergency treatment, all requests for leave of absence for medical or dental appointments shall be submitted at least five (5) working days in advance. Cases involving excessive use of medical or dental appointments may be referred to the Attendance Review Committee.

17.04 Employee's Report of Illness

Where an employee is absent through illness or injury, he/she must report by phone or otherwise to his/her immediate supervisor.

In case of absences exceeding six (6) days, report by phone or otherwise must be made to the employee's supervisor each week whenever possible. On return after absence, an "Employee's Report of Illness" must be presented on a standard form provided.

A certificate of fitness issued by a licensed medical practitioner may be requested from an

employee returning to work following prolonged illness or injury.

17.05 Sick Leave During Breaks

In departments where such practice is normal, a break period which does not exceed fifteen (15) days shall not count as a break in building up the necessary three (3) months of continuous service to become eligible. However, no sick leave pay will be issued for sickness or injury for days falling within such a lay-off period.

17.06 Extension of Sick Leave

Special consideration for extension of sick leave may be given by the University in special circumstances for a long service employee.

An employee shall first request an extension from their department or unit. The department or unit shall forward the request to Human Resources. The department or unit may add their recommendation to the request. Human Resources will normally respond within one (1) week with a decision or a request for further information.

17.07 Attendance Review Committee

A joint Union/Management Attendance Review Committee consisting of one (1) Union Executive, one (1) Senior Department representative, and one (1) representative from Human Resources will be established. The mandate of this committee shall include but not be restricted to reviewing and making recommendations to the University regarding cases covered under Article 17.01 above

where employees have exhausted their paid sick leave credits and the automatic two (2) month extension of sick leave without pay, disability cases rejected for Workers Compensation or Long Term Disability Insurance, and cases involving excessive absenteeism and/or medical appointments.

As part of the review process the committee shall be empowered to require an employee to provide medical certificates to substantiate periods of absenteeism, to confirm degree of physical limitations due to injury, to ascertain the prognosis regarding the employee's anticipated date of return to work and his/her ability to carry out his/her full range of duties on a regular and consistent basis, and the like. The employee shall have the choice of obtaining such certificates from either his/her own doctor or from the University's physician. Where the committee deems it appropriate, however, it shall be entitled to obtain a second medical opinion from a physician of its choice.

It is understood and agreed that the Committee shall function on the basis of consensus. However, if consensus cannot be achieved in a given instance, the University may exercise its rights as if this Article did not exist.

Where an employee has been diagnosed by an appropriate medical professional as suffering from a drug or alcohol dependency problem, and is participating in a prescribed in-patient treatment program, the Attendance Review Committee shall discuss an appropriate cost sharing arrangement. During the course of such treatment, the employee may access sick leave with pay to the extent that sick leave credits are available. An employee may

request an extension to sick leave pursuant to Article 17.06 upon expiry of sick leave credits.

17.08 Subrogation

Employees shall turn over, or cause to be turned over to the University, any monies paid or payable to them by the Insurance Corporation of British Columbia, or any other third (3rd) party as a result of a claim for lost wages, where employees have used their sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third (3rd) party. Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

17.09 Use of Accumulated Sick Leave for Illness of a Dependent

Employees may use up to three (3) days of dependent leave in any calendar year to care for the illness or injury of a dependent. Any such use of dependent leave shall be deducted from an employee's personal sick leave credits, but shall be recorded as dependent leave. This provision is subject to the employee maintaining a personal annual accumulation of sick leave credits in excess of twelve (12) days to comply with the Employment Insurance Regulations.

Employees may use up to an additional two (2) days as dependent leave in any calendar year for such illness provided they have sufficient

accumulated sick leave credits carried over from a previous calendar year.

For the purposes of this Article, a child, foster child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, if she or he is related to the employee by blood, marriage or adoption or, as common-law spouse or same sex partner is living in a marriage-like relationship with the employee.

ARTICLE 18

Leave Of Absence

18.01 Negotiations and Grievances Pay Provisions

Officially designated representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily to serve on an official Joint University/Union committee, carry out negotiations or to discuss grievances, or engage in arbitration, except that the number of employees involved at any one time normally may not exceed three (3). For negotiations, the number of employees involved at any time may not exceed five (5).

It is further agreed that no designated representative of the Union shall leave their work without obtaining permission, where reasonably possible, from their Management and Professional Group Supervisor. Such permission shall not be unreasonably withheld.

18.02 Leave of Absence for Union Business

Official representatives of the Union will be granted leave of absence without pay to attend Union conventions or to perform any other function on behalf of the Union and its affiliation. It is agreed that the Director or Department Head and the Human Resources Department will be given at least ten (10) days advance notice in writing, or in the case of emergency, as much notice as possible in writing. It is understood that such leave of absence must not interfere with the normal functions of any University department.

18.03 Leave of Absence for Full-Time Union or Public Duties

It is agreed that any employee who is elected or selected for a full-time position with the Union or anybody with whom the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the University for a period of up to three (3) years.

The intention is that in terms of benefits, his/her leave of absence will not count but in terms of length of service that it shall. After three (3) years of such absence, extension may be granted by the University upon application.

18.04 Paid Bereavement Leave

Upon notification to the employee's immediate supervisor an employee shall be granted time off without deduction of pay or sick leave or loss of seniority in the case of death in the family or immediate relatives.

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of pay and benefits upon the notification of death of a parent, wife, husband, common-law spouse, same sex spouse, or child.

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay and benefits upon the notification of death of a brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild.

In special circumstances, an employee may be granted further leave without loss of pay or benefits.

Should a request for further leave due to special circumstances not be approved, the employee or, Union may request a review by Human Resources. Human Resources will normally respond within two (2) weeks with a decision or a request for more information.

If special circumstances do not exist, additional time off may be granted as leave without pay or vacation time if available.

18.05 Mourner's Leave

Upon application to the Department Head, an amount of time up to a maximum of half (1/2) day leave of absence without deduction of pay to attend a funeral or memorial service may be granted. The half day may be extended to a full day if the employee has a significant role in arranging or conducting the service or ceremony, for example, as a pallbearer.

18.06 Paid Jury or Court Witness Duty Leave

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the University any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

18.07 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process his/her Canadian Citizenship application.

18.08 Maternity and Parental Leave

- a. Maternity Leave – In case of pregnancy an employee is entitled to a leave of absence without pay of seventeen (17) weeks.
- b. Parental Leave – An employee is entitled to a leave of absence without pay of thirty-five (35) weeks during the year following the birth or adoption of a child. Where an employee takes both maternity and parental leave, the parental leave will be taken immediately after the maternity leave, unless mutually agreed by the employee and the University.
- c. If birth occurs or pregnancy is terminated before a request for maternity leave is made, the employee will be granted up to six (6) weeks leave upon medical certification of such event.

- d. When an employee decides to return to work after maternity or parental leave, he/she shall provide the University with at least two (2) weeks' notice. On return from maternity or parental leave, the employee shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in an equivalent position in his department.
- e. An employee on maternity or parental leave may maintain coverage on the following plans by providing post-dated cheques to the Department of Financial Services for his/her share of the following premiums/contributions:
 - Medical Plan
 - Dental Plan
 - Extended Health Plan
 - Group Life Insurance Plan
 - Long-Term Disability Insurance Plan
 - Pension Plan
- f. An employee on maternity or parental leave shall not lose seniority entitlements.
- g. If the employee taking maternity leave has completed two (2) years * (3900 hours) of service, the University agrees to pay the difference between the maternity leave benefits received under the Employment Insurance Act and the employee's wages, at the time the maternity leave began, for the period Employment Insurance Benefits were

received, after the employee has completed six (6) months ** (975 hours) of service. Provided the employee has received the benefit mentioned above, the University will pay to the employee her wages, at the time the maternity leave began, for the two (2) week waiting period for Employment Insurance. If the employee does not apply for, or qualify for, Employment Insurance Benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave.

* Office/Clerical Employees

(3,648 hours of service)

** Office/Clerical Employees

(912 hours of services)

18.09 General Leave: Staff Employees

An employee may be granted leave of absence without pay for personal reasons upon written application to the Department Head or Manager. It is understood that such leave shall not exceed six (6) months, and also shall not interfere with the operation of the department concerned. Such approval shall not be withheld unreasonably. When employees return to work from their leave of absence, they will not necessarily be placed in their previous work area.

It is understood that extensions of leave shall be at the sole discretion of the Department Head. Any requests for extensions shall be made in writing at least thirty (30) days prior

to the expiry of the initial leave. Such discretion shall be exercised reasonably, fairly, and in good faith.

Requests for leave of absence for an employee to fulfill family obligations, including matters related to the care, health or education of dependant children, elder parents, or other immediate family members are considered under this Article.

18.10 Paid Leave (Christmas)

All employees who are normally scheduled to work shall be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year's Day unless they are required to work for operational reasons. Such employees shall be paid at straight time and granted three (3) paid leave of absence days at some other mutually agreeable time. It is understood that the University will not introduce new seasonal layoffs to avoid this benefit.

18.11 Absence from work due to Court Cases

When an employee, who has completed their probationary period as set out in Article 3.06, is charged with an offence and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay to attend such hearing or pending results of hearing charges. If the employee is found to be guilty of the charges, the Union and the University will arrange a meeting to determine whether or not the employee will be continued on leave of absence or discharged or return to work.

If the employee is found not guilty of the charges the employee will be reinstated to their former position. If the former position no longer exists for the employee then the employee can invoke the relevant provisions of the Collective Agreement to continue employment with the University. When an employee is reinstated, it is understood that the employee will not receive pay for the period during which the employee did not work.

ARTICLE 19

Payment of Wages and Allowances

19.01 Pay Days

It is agreed that the present pay periods will continue until such time as the parties agree to alter present practice.

19.02 Equal Pay for Equal Worth and or Responsibility

The principle of equal pay for equal worth and/or responsibility shall apply, regardless of sex.

19.03 Pay on Temporary Transfers

When an employee is assigned to temporarily substitute in or perform the principal duties of a higher paying position for one (1) or more hours, but less than a one-half (1/2) shift, the employee shall be paid four (4) hours at the rate of pay for the position; for an assignment of one-half (1/2) or more of a shift, the employee shall receive the rate of pay for the position for the full shift. It is understood such assignment shall be either verbally or in

writing to take over such duties by his/her recognized supervisor.

The Acting Senior Patrolperson when assigned to temporarily substitute in or perform the principal duties of the Senior Patrolperson shall receive the rate of pay of the Senior Patrolperson from the first (1st) day.

19.04 Motor Vehicle Policy

The University shall not require an employee to own or use their own vehicle as a condition of employment.

19.05 Taxi Arrangements for Employees (Night Shift)

To ensure employee safety for those required to work after 11:00 p.m., with a shift that ends no later than 6:00 a.m., employees who, due to extenuating circumstances resulting from the direction of the University or other unplanned event, are unable to rely upon their normal mode of transportation at night, shall be eligible for the following provisions:

- 1. Subject to the approval of management, an employee shall be eligible for reimbursement, or provided access to a taxi account or taxi voucher, for reasonable transportation costs to their place of residence;**
- 2. Should a manager be unavailable, the employee shall request approval from the most senior level of supervisor available;**

3. **In the event that neither a manager nor a supervisor is available, the employee will still be eligible for reimbursement pursuant to this Article.**

19.06 Tuition Fee Benefit – University of British Columbia Courses

On completion of the probationary period, a **Regular** Employee shall be entitled to a tuition fee benefit to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year (12 months). Non-credit courses offered through the Centre for Continuing Education may be taken up to the equivalent in fees over a year. To determine the equivalent in fees, reference should be made to the fee for six (6) credits (formerly 3 units) in the University Calendar.

Tuition fees shall be waived, but the employee shall be responsible for the cost of the materials, equipment, and/or travel associated with the course. Courses may be taken on or off the Point Grey Campus.

A **Regular** employee may take one (1) UBC course per year during working hours if the Department Head agrees to the required time off and make-up time arrangements. The above provisions will apply to an **Auxiliary** employee provided he/she has completed twelve (12) months accumulated service and is normally scheduled to work twenty (20) hours or more per week.

This benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses

to a maximum of twelve (12) credits per year. **Auxiliary** employees who are eligible for the tuition fee benefit may be eligible for the transfer provisions provided they have also worked nine hundred and sixty (960) hours over the preceding consecutive twelve (12) months and have not been laid off nor terminated their employment.

ARTICLE 20

Job Classification and Reclassification

20.01 Job Description

The University agrees to draw up standard job descriptions for all positions and classification for which the Union is the bargaining agent and provide copies of such descriptions to the Union. In the case of change of standard job description, the Union will have the right to present written objection to any new description within thirty (30) days after receipt. If such objection is received, the University agrees to review the standard job description. The Union will have the right to attend such a special meeting of review.

For standard classifications that include multiple position descriptions, the University will provide a copy of the position description to the Union upon request. It is understood that such requests shall be specific in nature and made to Human Resources.

It is understood that the details of any position description must fit within the parameters of the applicable standard job description.

For the purpose of job postings, the posting shall contain the relevant standard job description or pertinent information from the applicable position description.

20.02 No Elimination of Present Classification and Position

Existing classifications and positions shall not be eliminated without prior agreement with the Union.

20.03 Reclassification of Existing Positions

- a. Where the nature of the duties, level of responsibilities and requirements of a position and/or classification covered under this Collective Agreement change significantly or the position is allocated inappropriately, a written request for review may be submitted to the Human Resources Department by the incumbent employee(s), the Union or the Department. One (1) copy of such written request must be sent to both the Union and the Department Head.
- b. A minimum of twelve (12) months must elapse between each application on an employee's behalf.
- c. The employee shall complete a reclassification form, a copy of which shall be sent to the Union office. This form shall be designed to obtain all relevant information related to the request, including:
 - i. the duties and responsibilities the employee is fulfilling which he/she

thinks justify a change in classification.

- d. The employee shall be notified by letter within twelve (12) weeks of the date Human Resources receives the employee's completed reclassification form referred to in (c) above, of the decision regarding the request. The letter must contain an explanation of the rationale for the decision reached; these factors are complexity, accountability, judgment/decisions, supervision given, contacts and job requirements.
- e. If the reclassification is not recommended, the letter shall contain the reasons for not recommending the reclassification. A copy of the aforementioned letter as well as any and all supporting documentation relied upon in making the decision shall be forwarded to the Union.
- f. Where the Employee or the Union is not satisfied with the result of the reclassification, they may appeal to the Director, Total Compensation within thirty (30) days of being advised in writing of the result. The appeal shall be in writing and shall outline:
 - i. reasons for the appeal,
 - ii. the aspects of the original reclassification request result that they disagree with, and
 - iii. new information, if there is any.

The Director, Total Compensation shall render a decision in writing within thirty (30) days of receiving the appeal document.

- g. Within thirty (30) days of the receipt of the decision of the Director, Total Compensation, the Union may refer the matter to the Job Classification Umpire as per Letter of Understanding #7.
- h. If an employee's position is reclassified, that employee shall not be placed on probation or be considered to be on trial period.
- i. A wage increase awarded as a result of reclassification shall be retroactive to the date the reclassification was submitted.

20.04 New Classifications

Where any position not covered by the Wage Schedule, etc., is established during the term of this Agreement the classification and rate of pay shall be the subject of negotiation between the University and the Union.

If the parties are unable to agree on the classification and/or rate of pay in question such dispute shall be submitted to the Job Classification Umpire as per Letter of Understanding #7. In fixing the rate of pay the Umpire shall not be precluded from awarding a rate which is higher than the rates contained in the Wage Schedules to this Agreement

ARTICLE 21

Heads

21.01

The Union and University recognize that Heads have a responsibility to direct and monitor the work of other members of the bargaining unit.

ARTICLE 22

Employee Benefits

22.01 Pension Plan

a. UBC Staff Pension Plan

All eligible employees will be required to join and make contributions to the UBC Staff Pension Plan upon meeting the conditions of continuous service and salary that are provided for in the UBC Staff Pension Plan. The University shall make contributions to the UBC Staff Pension Plan on behalf of the participating employees at the rates stated in the UBC Staff Pension Plan.

22.02 Basic Group Life Insurance and Long Term Disability Plan

It is agreed that all continuing full-time **Regular** employees will be covered by the Basic Life Insurance Plan on the first day of employment. All continuing full-time **Regular** employees will be required to join the Long Term Disability Plan in accordance with service requirements of the LTD plan.

It is agreed that all **Part-time Regular** employees who are eligible for benefits as set out in Article 22.04 will be covered by the Basic Life Insurance Plan on the first day of the month following three (3) months of continuous service, and will be required to join the Long Term Disability Plan in accordance with service requirements of the LTD plan.

It is agreed that all **Auxiliary** employees who are eligible for benefits as set out in Article 22.04 will be covered by the Basic Life Insurance Plan effective the date they become eligible for benefits, and will be required to join the Long Term Disability Plan in accordance with requirements of the LTD plan.

It is agreed that the University will pay one hundred percent (100%) of the cost of the Basic Group Life Insurance Plan for eligible employees as defined above. Eligible employees will pay one hundred percent (100%) of the cost of the Long Term Disability Plan.

It is agreed further that coverage will continue and the University will continue to pay one hundred percent (100%) of the cost of the Basic Life Insurance Plan for **Part-time Regular** and **Auxiliary** employees as long as they remain eligible as set out in Article 22.04(1) and have not been laid off nor terminated their employment. Following layoff employees may continue Basic Group Life Insurance coverage at their own expense for a maximum period of twelve (12) months.

22.03 Medical, Extended Health and Dental Plans

For purposes of this article, the following definitions shall apply:

- i. Medical Plan means the Medical Services Plan of BC
- ii. Extended Health means the Extended Health Plan administered by the University's benefits provider.
- iii. Dental Plan means the Dental Plan administered by the University's benefits provider which provides Plan "A" Basic Services and Plan "B" Prosthetic Appliances and Crown and Bridge Procedures and Plan "C" Orthodontic Coverage for Dependent Children.

It is agreed that **Full-time Regular** employees may, upon application, participate in the Medical, Extended Health and Dental Plans from their effective date of employment. **Part-time Regular** employees who work twenty (20) hours per week or more may, upon application, participate from the first of the month following three (3) months of continuous service. **Part-time Regular and Auxiliary** employees are eligible for benefits in accordance with 22.04, effective their date of eligibility.

The University will pay one-half of the cost of the Medical Plan and one hundred percent (100%) of the cost of the Dental Plan for eligible employees. The University will pay one hundred percent (100%) of the cost of the Extended Health Plan for eligible employees.

It is agreed further that coverage will continue and the cost sharing will be maintained **Auxiliary** employees as long as they remain eligible as defined by Article 22.04 and have not been laid off nor terminated their employment. Following layoff employees may continue coverage at their own expense for a maximum period of twelve (12) months.

22.04 Part-time and Hourly Employees – Benefits Entitlement

Part-time **Regular** Employees shall qualify for benefits under Articles 22.02 and 22.03 on the first day of the month following three (3) months of continuous service.

Auxiliary employees shall qualify for benefits as follows:

1. Effective January 1, 2013, for the purpose of benefits eligibility, **Auxiliary** employees who have worked 960 hours in the previous calendar year will be treated as though they will work a minimum of 960 hours in the upcoming calendar year. They will, thereby, be eligible for benefits for the entire calendar year. The department will endeavour to provide a minimum of 960 hours of work for these employees, but if not, the employee will remain eligible for benefits for the entire year. Note that there is no obligation for the employer to provide 960 hours of work, but they will endeavour to do so.
2. For the purpose of benefits eligibility, **Auxiliary** employees who have not worked 960 hours in the previous

calendar year will be treated as though they will work less than 960 hours in the upcoming calendar year.

3. **Annual Review Period**

Each January the department will review the hours worked by all **Auxiliary** employees in the previous calendar year. Actual hours worked will be considered, in conjunction with the department's current number of hourly employees under 22.04 (1) and 22.04(2), as well as the department's projected operational requirements/service demands for the upcoming calendar year. Based on this information, the department may move hourly employees from one category to the other. Once **Auxiliary** employees are assigned to one of the two categories, they will remain in this category for the entire calendar year.

The department will provide the Union with the data relied upon in performing the annual review. The Union may request a meeting with the University to discuss the outcome of the annual review, including issues associated with individual employees and their status under this Article. In addition to the single annual review period, changes may be made to an hourly employee's category in the following circumstances:

- i. An **Auxiliary** employee qualified for benefits under 22.04(1) may be moved to the **Auxiliary** employee category set out in 22.04(2) if they have limited their availability for

work to the point where it excludes them from being able to work sufficient hours to reasonably meet the 960 hour threshold.

- ii. If there is an unexpected and significant increase or decrease in operational requirements/service demand, the department may move hourly employees from one category to the other. The department will notify the union of the circumstances that resulted in such changes, as well as the **Auxiliary** employees affected.

In cases where an **Auxiliary** employee is moved from 22.04(1) to 22.04(2), they will no longer be eligible for benefit coverage, effective immediately. Conversely, in any case where an **Auxiliary** employee is moved from 22.04(2) to 22.04(1), they will become eligible for benefit coverage, effective immediately.

22.05 Disposition of Dividend and Experience Rebate

If the University underwrites the Long Term Disability Plan with a carrier, it shall give the Union notice of any dividend or experience rebate from the Plan paid by the underwriter to the University. Such dividend or experience rebate shall be allocated for the improvement of benefits or refunded in cash in proportion to premium.

22.06 WorksafeBC Disability Benefits

An employee whose claim for temporary disability benefits is accepted by **WorksafeBC** will be paid an advance equal to their base

hours times their hourly rate times sixty-eight (68%) for each day the employee is off on Workers' Compensation. The advance will be paid on the employee's regular pay cheques.

If an employee suffers a disability, compensation for which is in dispute with the Workers' Compensation Board, Sick Leave benefits will be paid retroactively to the first day of disability that is eligible for benefits. If the WCB claim is subsequently allowed, the employee shall repay these benefits. Employees who do not have available Sick Leave benefits shall be placed on an unpaid sick leave pending a decision from WorksafeBC.

If the WCB reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly.

If the WCB disallows an employee's claim, the employee must repay the WCB advance. The use of Sick leave or other credits may be used to effect the repayment.

22.07 Pre-Retirement Counseling

The University, recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological and economic pressures and tensions of leaving the labour force, agrees to inaugurate, in consultation and cooperation with the Union, a Pre-Retirement Counseling Program.

22.08 Joint Labour-Management Study Committee on Benefit Plans

It is agreed that a Joint Committee of equal representation from both the University and the Union be established for the purpose of studying and reviewing the present Pension Plan, Group Insurance Plan, Total Disability Insurance Plan, Medical Plan, Extended Health Care Plan and Dental Care Plan.

The Joint Committee will review the application of the above mentioned benefit plans as they apply to eligible employees in the bargaining unit.

The Joint Committee may submit briefs to the Employees' Pension Plan Board, or recommendations to the University Representatives who make contractual arrangements with the carriers of the above mentioned benefit plans on behalf of the University. Such briefs or recommendations must first be reviewed and approved by the University Management Committee and the Union Bargaining Committee.

This Joint Committee will report within six (6) months of the signing of the Collective Agreement.

22.09 Improvements to Health and Welfare Benefits

The University shall allocate **2.24%** of the CUPE Local 116 employees' annual payroll towards improvement of Health and Welfare Benefits. The annual payroll is calculated over the twelve (12) month period preceding March 31 of each year.

Effective February 1, 2017, the University shall allocate 2.65% of CUPE 116 employees' annual payroll to this provision.

Effective April 1, 2017, the University shall allocate 2.9% of CUPE 116 employees' annual payroll to this provision.

ARTICLE 23

Safety and Health

23.01 Cooperation on Safety

The Union and the University shall cooperate in promoting and in improving procedures and practices intended to enhance employee health and safety in the workplace. An employee must not be subject to disciplinary action because the employee has acted in compliance with this article of the Collective Agreement or an order made by an Officer of WorksafeBC.

- a. An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- b. An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his/her supervisor outside of the bargaining unit. Temporary assignment to alternate work at no loss in pay to the employee until the matter is resolved is

deemed not to constitute disciplinary action.

- c. The supervisor outside of the bargaining unit receiving a report made under subsection (b) must immediately investigate the matter and
 - 1. ensure that any unsafe condition is remedied without delay, or
 - 2. if in his/her opinion the report is not valid, must so inform the employee who made the report.
- d. If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor outside of the bargaining unit must investigate the matter in the presence of the employee who made the report and in the presence of (1) a CUPE 116 member of the Occupational Health and Safety Committee selected by the employee, or (2) a reasonably available employee who is selected by the Union.
- e. If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor outside the bargaining unit and the employee or the Union must immediately notify a WorksafeBC Officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary

23.02 University Health and Safety Committee

It is agreed that the Union will have appropriate representation on the University Health and Safety Committee. The Union will be entitled to one (1) representative and (1) alternate.

23.03 Meetings of Committee

The Safety Committee shall meet once a month or at such other times as required. Minutes of these meetings shall be kept and forwarded to the Union Representatives on this Committee.

23.04 Injury Pay Provisions

An employee who is injured during work hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave, unless the consulting doctor or nurse states that the employee is fit for further work on that shift.

23.05 Transportation of Employees Requiring Emergency Medical Care

Transportation to a physician or hospital for employees requiring medical care while employed by the University and at work shall be at the expense of the University. It is to be expected that where it is applicable, such costs will be reimbursed by the Workers' Compensation Board.

23.06 Pollution Control

It is agreed by the parties concerned that every effort will be made to prevent pollution.

Employees will not be required to work in areas or under conditions in which preventable pollution exists.

23.07 Physical Fitness

The University agrees to cooperate with the Union in order to ensure that the present opportunities for physical fitness and recreation may become known to employees and their families. Towards this end the Local Safety committees under Article 23.03 shall undertake the responsibility of investigating the availability and costs of the physical fitness recreation facilities on campus with a view of making recommendations prior to the expiry of this Agreement.

23.08 Labour-Management Addiction Rehabilitation Committee

The University and the Union agree to cooperate with the Health Authorities and the Government of British Columbia in matters of Mental Illness, Drug Addiction, Alcoholism, etc.

23.09 Video Display Terminals

Employees who work on video display terminals are entitled to work ten (10) minutes off the terminals during every two (2) hours of continuous operation.

A pregnant employee will not be required to operate video display terminals upon request. Alternate work may be offered by the University. Employees for whom an alternate position is found will be paid at the rate of pay of the alternate position. If alternate work is not available, she will be granted an extended

leave of absence, without pay, for the time remaining to the commencement of maternity leave.

If an ophthalmologist diagnoses that continued operation of a video display terminal will cause damage to an employee's eyes, the employee will not be required to operate such equipment, and will be reassigned within the employee's classification, provided such duties which do not involve the operation of a video display terminal are available and can provide the same number of hours of employment as the employee's previous duties. If such duties are not available, the employee shall elect within five (5) days either to be put onto the layoff and recall list or to accept termination of employment.

Upon an employee's request the University will furnish a glare shield for the VDT which the employee operates.

23.10 Health and Safety Training and Education

Union members acting as a co-chair or alternate of a joint Health and Safety Committee shall be granted time off from work by the Employer, without loss of pay, to attend educational courses and seminars that have been approved by Risk Management Services (RMS) for instruction and upgrading on health and safety matters.

The Employer agrees to provide, at a minimum, such training as required under the Workers Compensation Act and Regulations thereto.

23.11 Right to Know and Participate

All employees have the right to know how to do their work in a safe manner. This includes the right to know about the dangers of materials and machinery in their workplaces and the right to training that will provide them with this information.

All employees have the right to participate in decisions affecting workplace health and safety through the University Health and Safety Committee, local safety committees, or worker representatives. Union representatives participating in health and safety discussions shall work with management on promoting and improving safety procedures and practices.

23.12 Access to Health and Safety Information

The Employer shall provide space for the purpose of posting health and safety information provided by the University Health and Safety Committee and/or local safety committees. A visible and/or accessible space shall be used by the committees to convey information to employees.

Information provided will be the names, work locations and phone numbers of committee members; the University Health and Safety Committee and/or local safety committees meeting minutes for the past three (3) months; Incident/Accident Report forms; emergency and evacuation information; and any WorksafeBC orders. These reports will not contain personal information.

23.13 Notification of Committee Members

The University will provide at the request of the Union a complete up to date list of Co-Chairs who represent CUPE 116 that are on the Union-University Local Safety Committees, along with their contact information.

23.14 Working Alone

The University will maintain a Working Alone Procedure that is compliant with WorksafeBC Regulations. This procedure will be maintained by Risk Management Services. The purpose of this procedure is to provide administrative units with guidance and a framework to implement Working Alone Procedures that meet or exceed workplace regulations.

23.15 Risk Assessments

The Union and the University agree that risk assessments are an integral part of a good occupational health and safety program.

They help to:

- Create awareness of hazards and risks
- Identify who may be at risk and determine if existing control measures are adequate or if more should be done
- Help prevent injuries or illnesses
- Help to prioritize hazards and control measures

It is with this understanding that when recognized for the need of an assessment that the worker representative of the local joint committee participate in the assessment.

23.16 Workload

The parties mutually agree that issues respecting Workload shall be referred to the Local Working Committee under article 5.04 as the first agenda item. Should the Local Working Committee be unable to resolve the issue, it will be forwarded to the Labour-Management Committee as set out in Article 5.03.

23.17 First Aid

Where the University requires an employee to hold an Occupational First Aid Certificate for the benefit of the University, the employee shall be paid a salary differential as follows:

Occupational First Aid Level 1: forty-five dollars (\$45.00) per month.

Occupational First Aid Level 2 or above: ninety dollars (\$90.00) per month.

The University shall pay the tuition fees for the course.

23.18 Harassment in the Workplace

The Union and the University recognize the right of employees to work in an environment free from **bullying and harassment which includes intimidation and coercion. **In all respects the Union and the University agree that all employees are made aware of and bound by the University's Respectful****

Environment Statement. In addition to the procedures referenced in the **Respectful Environment Statement**, it is agreed that all employees shall have access to the **Grievance Procedure** set out in **Article 6**.

If a harassment case arises out of a bargaining unit member's employment, he/she shall have recourse to either or both of the University's **Respectful Environment Statement** and the existing **Grievance Procedure**. Resulting grievances may be referred directly to **Step 3** and shall be treated in strict confidence. **In such cases, a bargaining unit member involved in an investigation shall have the right to Union representation. All such matters shall be investigated in a timely manner.**

23.19 Violence in the Workplace

The Local Health and Safety Committees shall review and recommend to the University Health and Safety committee changes if necessary to Employer policies and procedures to deal with aggressive conduct. The Employer shall provide employees with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed of specific instructions on the approach to be taken when in contact with potentially aggressive persons.

23.20 Duty to Accommodate

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of his/her position due to a certified mental or physical disability, the University and the Union and the affected employee shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated. The affected employee shall participate and cooperate fully in this process.

The University, the Union, and the affected employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, and information regarding the requirements/duties of the employee's position.

The parties agree that they will make best efforts to accommodate disabled employees, including a consideration of whether they can be accommodated within their current position and/or classification with appropriate and reasonable modification of duties, work schedule, equipment, and training.

Any accommodation considered under this Article shall, at a minimum, meet the legal obligations placed on all parties by the *Human Rights Code*; and, where such

accommodations exceed any legal obligation, they will be considered without prejudice and without precedent. The provisions of this Article do not place any obligation on employees, the Union, or the University that exceeds those set out under the *Human Rights Code*.

ARTICLE 24

Job Security

24.01 Job Security

The intent of the following provisions is to provide maximum job security to the extent that this is within the control of the University. To this end, the University shall consult with the Union whenever changes are planned which may result in layoffs of existing **Regular** employees. The University will give three (3) months' notice of such changes except in cases of change beyond the control of the University.

It is understood and agreed by the parties that every reasonable effort shall be made in order to ensure that **Regular** employees are not laid off unless such circumstances are beyond the control of the University.

Without restricting the generality of the foregoing, the parties hereto agree that changes brought about by government financing, or changes in program due to a drop in enrollment, shall be construed as beyond the control of the University. The implementation of such changes shall be discussed with the Union.

This clause shall not be interpreted as restricting the University's right to manage and direct the work force as per Article 2.01.

24.02 Technological Change

- a. For the purpose of this clause "technological change" shall mean the introduction by the Employer of equipment or material different in nature or kind than that previously used or a change in the manner, method or procedure in which the Employer carries on his work, undertaking, or business that is related to the introduction of that equipment or material and which change affects the terms, conditions, or security of employment of a significant number of employees.

"Technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

- b. The University agrees to notify the Union and affected employees as far as possible in advance but not less than ninety (90) calendar days before the date on which the technological change is to be effected. Such notice shall be in writing and shall state:
 - i. the nature of the technological change,
 - ii. the date on which the Employer proposes to effect the technological change,
 - iii. the approximate number and type of employees likely to be affected

by the technological change, and the anticipated effect(s) of the technological change on affected employees.

- c. If the Union wishes to consult on the technological change it shall so notify the University within five (5) working days from receipt of the University's notice. The University will be entitled to rely on the Union's response or absence thereof.

Any unresolved dispute between the parties relating to the interpretation and application of this Article may be referred directly to Step 3 of the existing Grievance Procedure.

- d. Where applicable and/or practicable, employees who are about to become displaced by and who have received notice of layoff due to technological change will be eligible for retraining to equip them for the operation of such new equipment and procedures. Such retraining shall be at the University's expense and, whenever possible, shall occur during working hours.

If not applicable/practicable or in cases where the employee on notice chooses not to accept such retraining, the employee has the choice of internal placement into any vacancies occurring in his/her classification or in a lower classification within the same job category provided he/she has the necessary qualifications or can be expected to have those qualifications

following an on-the-job training period not to exceed three (3) months. In case of vacancies outside of his/her own department, the employee must in order to exercise his/her internal placement rights notify Human Resources Department in writing within five (5) working days of publication of the posting of a position into which he/she wishes to be placed. After the five (5) working days have passed the employee's right to internal placement into these vacancies is forfeited.

A full-time employee shall not be placed or recalled into a part-time position unless he/she has so requested in writing, and a part-time employee shall not be placed or recalled into a full-time position.

An employee who has been placed in a lower classification or in a position in another department or who has been laid off shall remain on the recall list for his/her original classification in his/her original department for a period of fifteen (15) months unless that classification has been discontinued.

Employees who at the end of the notice period have not been placed shall inform his/her department in writing regarding which of the following options he/she has selected:

- i. layoff with recall rights for fifteen (15) months

- ii. termination of employment with severance pay and relinquishment of recall rights.

Selection of one option precludes selection of the other, and failure to make a selection will result in the employee being placed on the appropriate recall list.

Severance pay will be based on the employee's average weekly wage in the last two (2) months worked, exclusive of overtime and/or acting pay, and will be calculated in accordance with the following formula:

- i. for completed service of three (3) months but less than one (1) year, two (2) weeks' pay,
- ii. for completed service of one (1) year but less than three (3) years, three (3) weeks' pay,
- iii. each additional completed year of service, commencing at four (4) years, an additional week's pay up to a maximum of twelve (12) weeks' pay.

24.03 Contracting Out

It is agreed between the parties that this Article shall prevail over other provisions or articles of the Collective Agreement, Letters of Understanding, any other ancillary documents, or practices.

The University shall not contract out services or work where the University has employees

that normally provide the work or services, except in the following circumstances:

1. The University does not have the equipment necessary to provide the required work.
2. The University does not have employees who regularly perform such work or are skilled in such work and where such jobs will not be required on a continuing basis in the future.
3. Emergency situations.

In the above noted circumstances, no employee shall be laid off, suffer a reduction in classification, or have recall withheld because of contracting out.

Where the University is considering contracting out work or services, the University will consult with the Union before calling for tenders or awarding contracts. The consultation process shall be governed by the Letter of Understanding: Contracting Out of the Collective Agreement.

The University shall provide the Union with a copy of the Notification of Project form for all projects undertaken by Project Services or the Construction Office.

Notwithstanding the above, the University may contract out renovation, maintenance, repair or construction project work valued at fifty thousand dollars (\$50,000.00) or more. For the purposes of determining total project value, the costs of material, labour, and administrative costs will be included in the total. Employees affected by this provision

shall be assigned other work in their current classification at their current rate of pay. Once these assignments have taken place, priority may be given to filling future vacancies in the same classifications with individuals affected by this provision. Any posting or seniority requirements under the Collective Agreement may be waived in order to place an employee into a vacancy. It is also understood by the parties that the positions affected by this provision shall be reduced through attrition.

24.04 Inclement Weather

If work is not required because of difficult weather conditions, etc., there will be no reduction in pay for employees. However, an employee who is not scheduled to work at that time will not secure extra compensation.

ARTICLE 25

Uniform and Clothing Provisions

25.01 Supply of Wet Weather Clothing

The University will supply gardeners and other outside workers with wet weather clothing.

25.02 Maintenance of Uniforms

All employees who are required to wear uniforms shall be entitled to secure cleaning cost for uniform maintenance not more than once per month.

25.03 Allowance for Footwear

When required by legislation or the University to wear safety footwear, a regular full-time or part-time employee will, on proof of purchase, receive a two hundred dollar (\$200.00)

allowance every two (2) calendar years. Safety footwear, as specified in the Occupational Health and Safety Regulation, is footwear specifically designed for the prevention of injury in the workplace and would not include normal footwear. The suitability of footwear is to be determined by the University Health and Safety Committee. **For Service Worker-Ice Makers, this provision applies except that the suitability of footwear will be determined jointly by the Union and the University taking into consideration safety and working conditions of employees.**

For the purpose of this article a part-time employee shall mean an employee who has one (1) or more years of service and is normally scheduled to work twenty (20) hours or more per week.

ARTICLE 26

Copies of Agreement

26.01 Copies of Agreement

The Union and the University agree to split the costs of printing the Agreement on a 50%-50% basis. The Agreement shall be printed in a Union Shop.

ARTICLE 27

General

27.01 Plural Terms May Apply

Whenever the singular is used in the Agreement, it shall be considered that the plural has been used where the context of the party or parties hereto so requires.

27.02 Daycare

The University agrees to do all that is reasonably possible to assist the Union in securing suitable daycare facilities for employees of the University of British Columbia, with particular reference to the recommendations of the President's Ad Hoc Committee on Daycare.

ARTICLE 28

Wages

28.01 Wages

Wages are as set out in Schedule 'A', 'B' and 'C'.

28.02 Increment Policy

Employees will be paid incremental increases on the first of the month following their anniversary date of appointment to the position.

Increments, where applicable, will normally be automatic, but the University reserves the right to withhold an increment for cause. If an increment is withheld, however, reasons for the action shall be given to the employee in writing within one (1) calendar month.

Employees may be placed at step 2 or 3 of the pay schedule if there is justification.

ARTICLE 29

Term of Agreement

This Agreement shall be for the period from and including **April 1, 2014 to March 31, 2019** inclusive, and from year to year

thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (**March 31, 2019**) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom the collective bargaining is being conducted or alter any other term or condition of employment) until:

1. the Union shall give notice to strike (or until the Union goes on strike) or
2. the Employer shall give notice of lock-out (or the Employer shall lock out its employees) or
3. the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is earliest.

In witness whereof the University and the Union have executed this Agreement in duplicate by its Representative Officers, hereunto duly authorized this 10th day of June, 2015.

ON BEHALF OF THE UNIVERSITY OF BRITISH
COLUMBIA

Dr. Arvind Gupta

PRESIDENT

Lisa Castle

VICE PRESIDENT HUMAN RESOURCES

Mike Vizsolyi

MANAGER, EMPLOYEE RELATIONS

DATE: June 10, 2015

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 116 (U.B.C.
EMPLOYEES)

Colleen Garbe

PRESIDENT CUPE 116

David Lance

GENERAL VICE-PRESIDENT CUPE 116

DATE: June 10, 2015

**SCHEDULES
PAY GRADES AND WAGE RATES
POSITIONS BY PAY GRADE**

Schedule A

Pay Grade	Classification Title
5a	Food Services Clerk
6	General Clerk
6	Housekeeper
6a	General Worker (Heavy) – F/S
6a	General Worker (Light) – F/S
6a	Waiter/Waitress
7a	Assistant Cook – F/S
7a	Clerk Driver – F/S
7a	Mobile Snack Driver
7a	Sales Attendant – F/S
7a	Slicer/Assistant Cook – F/S
7a	Storeperson – F/S

Pay Grade	Classification Title
8	Mail Sorter
8	Stores Assistant
8a	Groceteria Clerk – F/S
9	Parking Facilities & Services Representative
9	Sales Clerk
9	Truck Driver (Bookstore)
9a	Clerk 1
9a	Clerk Driver – F/S
9b	Bartender/Server – F/S
10	House Staff
10	Service Worker
10b	Cashier – F/S
10b	Catering Assistant – F/S
10b	Head Salad Maker – F/S
10b	Hostess/Host – F/S

Pay Grade	Classification Title
10b	Senior Commissary Assistant – F/S
11	Museum Attendant
11	Parking Compliance Officer
11	Student Worker (Summer)
11b	Second Cook – F/S
12	Bookstore Assistant
12	Head Houseperson
12	Labourer
12	Senior Service Worker
12	Service Worker – Ice Maker
12	Stores Helper
12a	Front Desk Service Representative
12c	First Cook – F/S
13	Stores Steward
13	Truck Driver (Light)

Pay Grade	Classification Title
13a	Senior Bookstore Assistant
14	Assist. Head Service Worker
14	Clerk 2
14	Computer Salesperson
14	Data Collection Assistant
14	Patrolperson
14	Service Technician (Bookstore)
14	Storeperson
14	Traffic Office Attendant
14	Truck Driver – Mail
14	Truck Driver – Medium/Labourer
14	Truck Driver – Med (Incl Fklift)
14a	Food Services Assistant
15	Assistant Housekeeping Supervisor

Pay Grade	Classification Title
15	Assistant Storekeeper
15	Botanical Garden Worker II
15	Clerk 3
15	Dental Assistant 2
15	Financial Clerk
15	Labourer 2
15	Mail Clerk
15	Maintenance Worker and Cash Collector
15	Parking Access Coordinator
15	Purchase Records Clerk
15	Section Head (Bookstore)
15	Truck Driver (Heavy)
15	Utility Worker
15b	Assistant Housekeeping Supervisor – F/s
15b	Purchase Records Clerk – F/S

Pay Grade	Classification Title
16	Administrative Secretary
16	Communications Operator
16	Dental Assistant 3
16	Housekeeping Supervisor
16	Mail Processing Technician
16	Museum Patrol Supervisor
16	Parking Supervisor
16	Records Assistant
16	Supply Coordinator
16c	Catering Clerk – F/S
17	Dispatcher & Receiver
17	Labourer 3
17	Service Centre Coordinator
17a	Senior Food Services Assistant – F/S
18	Clerk 4

Pay Grade	Classification Title
18	Communications Supervisors
18	Community Relations Officer
18	Head Service Worker
18	Hearing Officer
18	Mail Distribution Coordinator
18	Mail Processing Coordinator
18	Patrol Supervisor
18	Residence Front Desk Service Coordinator
18	Storekeeper
18	Supply Coordinator
19	Compost Facility Operator
19	Data Collection Coordinator
19	Dental Assistant 4
19	Executive Secretary

Pay Grade	Classification Title
19	Records Draftsperson 1
19	Space Inventory Technician
19a	Commissary Cook – F/S
20	Assistant Merchandising Supervisor
20	Head Labourer
20	Head Waste Management Operations
20	Records Technician
21	Cable Installation & Repair Serviceperson
21	Campus Mail Supervisor
21	Campus Security Supervisor
21	Media Technologist
21	Parking Operations Supervisor
21	Records Draftsperson 2
21+12%	Senior Installation & Repair Serviceperson

Pay Grade	Classification Title
22	Accounting Services Supervisor
22	Assistant Merchandising Supervisor
22	Custodial Scheduler/Trainer
22	Mapping Technician
23	Cordinator HSE
24	Arboriculture/Horticulture Technician
24	Asbestos Safety Coordinator
24	Design Assistant
24	Engineering Assistant
24	Planning & Urban Design Assistant
24+10%	Resource Planner
24+10%+7%	Senior Service Planner
25	Return To Work Coordinator

**SCHEDULES
PAY GRADES AND WAGE RATES**

Schedule B

Pay Grade	Job Classification
1	Laboratory Assistant
2	Engineering Technician 1
3	Research Assistant/Technician 1
4	Engineering Technician 2
5	Research Assistant/Technician 2
6	Research Assistant/Technician 3
7	Engineering Technician 3
7	Research Assistant/Technician 4
7a	Safety Coordinator (RA/T4) – FS
8	Engineering Technician 4
8	Research Assistant/Technician 5
9	Engineering Technician 5
9	Research Assistant/Technician 6

SCHEDULES
PAY GRADES AND WAGE RATES

Schedule C

Pay Grade	Job Classification
1	Horticulturist 1
1	Service Worker – Ice Maker II
2	Horticulturist 2
3	Operator/Driver- Heavy Equipment
7	Horticulturist 3
7	Landscape Technologist 1
7	Tool Crib Operator
9	Bricklayer/Mason
9	Carpenter
9	Glazier/Waterproofer
9	Horticulturist 4
9	Landscape Technologist 2
9	Locksmith

Pay Grade	Job Classification
9	Painter
9	Plasterer
9	Roofer/Caulker
9	Signwriter
9	Spray Painter
9	Upholsterer
11	Maintenance Mechanic (Installation & Controls)
11	Metal Worker
11	Plumber
11	Steamfitter
13	Controls & Instrument Technician
13	Elevator Mechanic/Electrician
13	Horticulturist 5
13	Mechanic

Pay Grade	Job Classification
13	Secure Access Technician
14	Building Inspector
14	Electrician
14+12%	Head Tradesperson (Housing)
15	Site Supervisor
17+7%	Project Coordinator

SCHEDULES
PAY GRADES AND WAGE RATES
POSITIONS BY CLASSIFICATION TITLE

Classification Title	Pay Grade
Accounting Services Supervisor	A22
Administrative Secretary	A16
Arboriculture/Horticulture Technician	A24
Asbestos Safety Coordinator	A24
Assist. Head Service Worker	A14
Assistant Cook – F/S	A7a
Assistant Housekeeping Supervisor	A15
Assistant Housekeeping Supervisor – F/S	A15b
Assistant Merchandising Supervisor	A20
Assistant Merchandising Supervisor	A22
Assistant Storekeeper	A15
Bartender/Server – F/S	A9b
Bookstore Assistant	A12

Classification Title	Pay Grade
Botanical Garden Worker II	A15
Bricklayer/Mason	C9
Building Inspector	C14
Cable Installation & Repair Serviceperson	A21
Campus Mail Supervisor	A21
Campus Security Supervisor	A21
Carpenter	9
Cashier – F/S	A10b
Catering Assistant – F/S	A10b
Catering Clerk – F/S	A16c
Clerk 1	A9a
Clerk 2	A14
Clerk 3	A15
Clerk 4	A18
Clerk Driver – F/S	A7a

Classification Title	Pay Grade
Clerk Driver – F/S	A9a
Commissary Cook – F/S	A19a
Communications Operator	A16
Communications Supervisors	A18
Community Relations Officer	A18
Compost Facility Operator	A19
Computer Salesperson	A14
Controls & Instrument Technician	C13
Coordinator HSE	A23
Custodial Scheduler/Trainer	A22
Data Collection Assistant	A14
Data Collection Coordinator	A19
Dental Assistant 2	A15
Dental Assistant 3	A16
Dental Assistant 4	A19
Design Assistant	A24

Classification Title	Pay Grade
Dispatcher & Receiver	A17
Electrician	C14
Elevator Mechanic/Electrician	C13
Engineering Assistant	A24
Engineering Technician 1	B2
Engineering Technician 2	B4
Engineering Technician 3	B7
Engineering Technician 4	B8
Engineering Technician 5	B9
Executive Secretary	A19
Financial Clerk	A15
First Cook – F/S	A12c
Food Services Assistant	A14a
Food Services Clerk	A5a
Front Desk Service Representative	A12a
General Clerk	A6

Classification Title	Pay Grade
General Worker (Light) – F/S	A6a
General Worker (Heavy) – F/S	A6a
Glazier/Waterproofer	C9
Groceteria Clerk – F/S	A8a
Head Houseperson	A12
Head Labourer	A20
Head Salad Maker – F/S	A10b
Head Service Worker	A18
Head Tradesperson (Housing)	C14+12 %
Head Waste Management Operations	A20
Hearing Officer	A18
Horticulturist 1	C1
Horticulturist 2	C2
Horticulturist 3	C7
Horticulturist 4	C9

Classification Title	Pay Grade
Horticulturist 5	C13
Hostess/Host – F/S	A10b
House Staff	A10
Housekeeper	A6
Housekeeping Supervisor	A16
Laboratory Assistant	B1
Labourer	A12
Labourer 2	A15
Labourer 3	A17
Landscape Technologist 1	C7
Landscape Technologist 2	C9
Locksmith	C9
Mail Clerk	A15
Mail Distribution Coordinator	A18
Mail Processing Coordinator	A18
Mail Processing Technician	A16

Classification Title	Pay Grade
Mail Sorter	A8
Maintenance Mechanic (Installation & Controls)	C11
Maintenance Worker and Cash Collector	A15
Mapping Technician	A22
Mechanic	C13
Media Technologist	A21
Metal Worker	C11
Mobile Snack Driver	A7a
Museum Attendant	A11
Museum Patrol Supervisor	A16
Operator/Driver-Heavy Equipment	C3
Painter	C9
Parking Access Coordinator	A15
Parking Compliance Officer	A11

Classification Title	Pay Grade
Parking Facilities & Services Representative	A9
Parking Operations Supervisor	A21
Parking Supervisor	A16
Patrol Supervisor	A18
Patrolperson	A14
Planning & Urban Design Assistant	A24
Plasterer	C9
Plumber	C11
Project Coordinator	C17+7%
Purchase Records Clerk	A15
Purchase Records Clerk – F/S	A15b
Records Assistant	A16
Records Draftperson 2	A21
Records Draftsperson 1	A19
Records Technician	A20

Classification Title	Pay Grade
Research Assistant/Technician 1	B3
Research Assistant/Technician 2	B5
Research Assistant/Technician 3	B6
Research Assistant/Technician 4	B7
Research Assistant/Technician 5	B8
Research Assistant/Technician 6	B9
Residence Front Desk Service Coordinator	A18
Resource Planner	A24+10 %
Return To Work Coordinator	A25
Roofer/Caulker	C9
Safety Coordinator (RA/T4) – FS	B7a
Sales Attendant – F/S	A7a
Sales Clerk	A9
Second Cook – F/S	A11b
Section Head (Bookstore)	A15

Classification Title	Pay Grade
Secure Access Technician	C13
Senior Bookstore Assistant	A13a
Senior Commissary Assistant – F/S	A10b
Senior Food Services Assistant – F/S	A17a
Senior Installation & Repair Serviceperson	A21+12 %
Senior Service Planner	A24+10 %+7%
Senior Service Worker	A12
Service Centre Coordinator	A17
Service Technician (Bookstore)	A14
Service Worker	A10
Service Worker – Ice Maker	A12
Service Worker – Ice Maker II	C1
Signwriter	C9
Site Supervisor	C15
Slicer/Assistant Cook – F/S	A7a

Classification Title	Pay Grade
Space Inventory Technician	A19
Spray Painter	C9
Steamfitter	C11
Storekeeper	A18
Storeperson	A14
Storeperson – F/S	A7a
Stores Assistant	A8
Stores Helper	A12
Stores Steward	A13
Student Worker (Summer)	A11
Supply Coordinator	A16
Supply Coordinator	A18
Tool Crib Operator	C7
Traffic Office Attendant	A14
Truck Driver – Mail	A14
Truck Driver – Med (Incl Fklift)	A14

Classification Title	Pay Grade
Truck Driver – Medium/Labourer	A14
Truck Driver (Bookstore)	A9
Truck Driver (Heavy)	A15
Truck Driver (Light)	A13
Upholsterer	C9
Utility Worker	A15
Waiter/Waitress	A6a

Wage Rates as of April 1, 2016 include the following wage increases:

April 1, 2015	General Wage Increase	1%
February 1, 2016	Economic Stability Dividend	0.45%
April 1, 2016	General Wage Increase	0.5%

Wage Rates from February 1, 2017 shall include the following wage increases:

February 1, 2017	General Wage Increase	0.59%
February 1, 2017	Economic Stability Dividend	TBD
April 1, 2017	General Wage Increase	0.25%
February 1, 2018	General Wage Increase	0.59%
February 1, 2018	Economic Stability Dividend	TBD
April 1, 2018	General Wage Increase	0.25%

Increase

February 1, 2018	General Wage Increase	1%
February 1, 2018	Economic Stability Dividend	TBD
April 1, 2018	General Wage Increase	0.5%
February 1, 2019	General Wage Increase	1%
February 1, 2019	Economic Stability Dividend	TBD

Copies of current and updated salary scales reflecting all increases shall be available on the UBC Human Resources website at: <http://www.hr.ubc.ca/compensation/salary-administration/salary-scales/>

Printed copies may be obtained from CUPE 116, UBC Human Resources, or the Manager of the Department or Unit.

Schedule A – April 1, 2016

PAY GRADE April 1, 2016	37.5 hour week positions						35 hour week positions		
	Step 1		Step 2		Step 3		Step1	Step2	Step 3
5a	16.02	2603	16.57	2693	17.06	2772			
6	16.41	2667	16.89	2744	17.41	2829	17.55	18.05	18.61
6a	16.57	2693	17.06	2772	17.58	2857			
7	16.89	2744	17.41	2829	17.89	2907			
7a	17.06	2772	17.58	2857	18.05	2933			
8	17.41	2829	17.89	2907	18.40	2990			
8a	17.58	2857	18.05	2933	18.60	3022			
9	17.89	2907	18.40	2990	18.84	3061	19.13	19.67	20.14
11	17.98	2921	18.57	3017	19.02	3090	19.22	19.85	20.33

Schedule A – April 1, 2016

PAY GRADE April 1, 2016	37.5 hour week positions						35 hour week positions		
	Step 1		Step 2		Step 3		Step1	Step2	Step 3
9b	18.05	2933	18.60	3022	19.02	3091			
9a	18.06	2934	18.62	3025	19.18	3116	19.30	19.90	20.50
11b	18.17	2953	18.74	3045	19.21	3121			
10	18.40	2990	18.84	3061	19.41	3154			
12	18.57	3017	19.02	3090	19.54	3176	19.85	20.33	20.89
10b	18.60	3022	19.02	3091	19.59	3183			
10a	18.62	3025	19.18	3116	19.74	3207	19.90	20.50	21.10
11a	18.84	3061	19.41	3154	19.88	3230	20.14	20.75	21.25
13	19.02	3090	19.54	3176	20.03	3255			

Schedule A – April 1, 2016

PAY GRADE April 1, 2016	37.5 hour week positions						35 hour week positions		
	Step 1		Step 2		Step 3		Step1	Step2	Step 3
13b	19.21	3121	19.75	3209	20.21	3284			
12a	19.41	3154	19.88	3230	20.43	3320			
14	19.54	3176	20.03	3255	20.51	3333	20.89	21.41	21.93
12c	19.59	3183	20.10	3266	20.61	3349			
14a	19.75	3209	20.21	3284	20.70	3364			
13a	19.88	3230	20.43	3320	20.87	3392	21.25	21.84	22.32
13c	20.10	3266	20.61	3349	21.08	3426			
15	20.03	3255	21.06	3423	22.01	3576	21.41	22.52	23.53
15b	20.21	3284	21.27	3456	22.22	3611	21.61	22.74	23.76

Schedule A – April 1, 2016

PAY GRADE April 1, 2016	37.5 hour week positions						35 hour week positions		
	Step 1		Step 2		Step 3		Step1	Step2	Step 3
15a	20.87	3392	21.94	3565	22.89	3719			
16	21.06	3423	22.01	3576	23.06	3748	22.52	23.53	24.66
16c	21.27	3456	22.22	3611	23.29	3784			
17	22.01	3576	23.06	3748	23.99	3899	23.53	24.66	25.65
17a	22.22	3611	23.29	3784	24.25	3941			
18	23.06	3748	23.99	3899	25.06	4072	24.66	25.65	26.79
18a	23.29	3784	24.25	3941	25.31	4113			
19	23.99	3899	25.06	4072	26.10	4241	25.65	26.79	27.90
19a	24.24	3939	25.30	4112	26.35	4282			

Schedule A – April 1, 2016

PAY GRADE April 1, 2016	37.5 hour week positions						35 hour week positions		
	Step 1		Step 2		Step 3		Step1	Step2	Step 3
20	25.06	4072	26.10	4241	27.06	4397	26.79	27.90	28.93
21	26.10	4241	27.06	4397	28.02	4554	27.90	28.93	29.96
22	27.06	4397	28.02	4554	29.05	4720	28.93	29.96	31.05
23	28.02	4554	29.05	4720	30.06	4885	29.96	31.05	32.14
24	29.05	4720	30.06	4885	31.00	5038	31.05	32.14	33.14
25	32.20	5232	33.80	5492	35.50	5768	34.42	36.13	37.95

Schedule B – April 1, 2016

PAY GRADE APRIL 1, 2016	37.5 hour week positions					
	Step 1		Step 2		Step 3	
1	16.41	2667	16.89	2744	17.41	2829
2	18.84	3062	19.3	3136	19.83	3223
3	19.83	3223	20.32	3302	20.82	3383
4	21.12	3432	22.2	3608	23.22	3773
5	21.18	3441	22.25	3616	23.22	3773
6	22.33	3628	23.4	3803	24.36	3959
7	25.56	4153	26.7	4338	27.78	4515
7a	25.82	4195	26.97	4382	28.07	4561
8	29.85	4850	30.94	5028	32.01	5202
9	32.43	5270	33.56	5453	34.61	5624

Schedule C – April 1, 2016

PAY GRADE April 1, 2016	37.5 hour week positions						35 hour week positions		
	Step 1		Step 2		Step 3		Step1	Step2	Step 3
1	22.01	3576	23.06	3748	23.99	3899			
2	23.06	3748	23.99	3899	25.06	4072			
3	23.97	3895	24.95	4054	26.06	4234			
4	23.99	3899	25.06	4072	26.10	4241			
5	25.06	4072	26.10	4241	27.06	4397			
6	26.06	4234	27.13	4409	28.13	4571			
7	27.13	4409	28.13	4571	29.13	4734			
8	27.06	4397	28.02	4554	29.05	4720			
9	28.13	4571	29.13	4734	30.20	4907			
10	28.02	4554	29.05	4720	30.06	4885			

Schedule C – April 1, 2016

11	29.13	4734	30.20	4907	31.26	5080			
12	29.05	4720	30.06	4885	31.00	5038	31.05	32.14	33.14
13	30.20	4907	31.26	5080	32.23	5237			
14	32.54	5288	33.67	5471	34.73	5643	34.79	35.99	37.13
15	33.83	5497	35.00	5688	36.10	5866			
16	33.90	5509	35.15	5712	36.37	5910			
17	35.26	5729	36.54	5937	37.82	6145			

Annotations to Schedules A, B and C

1. The hourly rates of pay listed in the Pay Schedule are prorated based on one hundred and sixty two and one half (162.5) hours per month. Hourly rates of pay for employees subject to a thirty-five (35) hour work week shall be prorated based on one hundred and fifty two (152) hours per month.
2. Differentials
 - a. Head 12% premium above rate incumbent currently earns.
 - b. Sub-Head 7% premium above rate incumbent currently earns.
 - c. Patrol in UBC Parking Services & Access and Campus Security when driving bus secures an additional sixty cents (\$0.60) per hour.
 - d. Gas Tickets
 - e. Those tradespersons who hold a Grade A or Grade B Gasfitting Ticket will receive seventy-five cents (\$0.75) and sixty cents (\$0.60) per hour respectively when required to perform work requiring this level of ticket.
 - f. Student Worker (Summer) in Botanical Gardens will be paid 85% of Step 1 of the Gardener's rate.
 - g. Other Tickets
 - h. If the University requires an employee to hold and maintain a ticket for the benefit of the University, the University shall pay for the license fee and maintenance of ticket fee upon successful completion of the course.

3. Apprentices:

The University and the Union will together form a joint advisory committee to examine the feasibility of further apprenticeships at the University. This committee shall endeavour to make a joint recommendation to the respective principals no later than the end date of this Collective Agreement.

Two percent (2%) of Journeyperson's rate above amount called for in individual apprenticeship contract.

Note: Apprentices will be on Unemployment Insurance but will not be eligible for University pension or insurance while they remain as apprentices. In other ways they will be treated as members of the staff. Other adjustments in aforementioned will be made according to the individual apprenticeship contracts as they come due. On completion of apprenticeship period an apprentice will join the staff of the University only if a suitable vacancy is available and if he/she is recommended for it by the department concerned.

4. Employees of the Food Services Department will receive two (2) meals on a full seven and one half (7-1/2) hour shift, one meal on a four (4) hour shift, and one extra meal if overtime is required.

5. Rates paid to new employees may start one (1) or two (2) steps(s) above the base rate if there is justification. A Technician Trainee may qualify for promotion to Assistant Technician at any time provided he/she has

completed three (3) months continuous service as a Technician Trainee.

6. Pay grades for employees within Food Services include a 1% wage differential in lieu of the provisions of Article 18.10 and are therefore not entitled to Paid Leave (Christmas).

Annotation to SCHEDULE 'B'

This is Schedule 'B' referred to in Article 3.06(a).

Dental Assistant positions may run from September through May each year. Employees in these nine (9) month Dental Assistant positions shall be treated as staff employees except that these employees will:

- a. Accrue paid vacation on a pro rata basis (i.e. nine twelfths (9/12) of the various entitlements);
- b. Accrue sick leave credits on a pro rata basis;
- c. Not be entitled to the leave provisions of Article 18 and 19.06 during the months of June, July and August.

APPENDIX “A”

This is Appendix “A” referred to in Article 9.01 of the Collective Agreement:

Departments of the University:

Administrative:

Bookstore

Campus Mailing Services

Student Housing and Hospitality Services:

Food Services

Risk Management Services

Student Housing and Hospitality Services:

Student Housing and Conferences &

Accommodations

Media Services

UBC Parking Services & Access and

Campus Security

Telecommunication Services

Academic:

Continuing Studies (including UBC Access – Guided Independent Study)

Geography

One unit composed of the Departments of Psychology and Anthropology and Sociology

One unit composed of the Departments of: Fine Arts; French, Hispanic and Italian Studies; Theatre & Film; the School of Music and Arts; Information Technology

Chemical & Biological Engineering

Civil Engineering

Electrical and Computer Engineering

Mechanical Engineering

Metal & Materials Engineering

Mining & Mineral Process Engineering

Botany

Chemistry

Computer Science

Earth & Ocean Sciences

Microbiology & Immunology

Physics & Astronomy

Zoology

Units as Defined by the Collective Agreement:

Animal Care Services (within UBC Research and International)

Botanical Garden

All employees in the Botanical Garden except those who are part of the Labourers/Dispatch/Stores unit.

Faculty of Dentistry

Faculty of Education

Faculty of Forestry

Faculty of Pharmaceutical Sciences

Building Operations, Infrastructure Development, Campus and Community

Planning, and Energy and Water Services Administration Unit

All employees in in clerical or secretarial positions **in the described unit** as well as Design Assistants, Engineering Assistants, Estimators/Planners, Scheduling and Maintenance Coordinators and Project Coordinators, Site Supervisor, and Tool Crib Operators, and all employees in the Department of Campus **and Community** Planning except those who are part of another Unit.

Carpentry

All Carpenters, Plasterers, Upholsters, Roofer & Caulkers, Furniture Fixer & Repair Workers, Masons, and Bricklayers at the University.

Custodial

All Service Workers, Senior Service Workers, Assistant Head Service Workers and Head Service Workers at the University, except those in **Student Housing and Hospitality Services**, and the Attendants, Service Worker/Ice Makers, Service Worker/Ice Maker IIs, Assistant Storekeeper and Custodial Scheduler/Trainer in the Custodial unit.

Electrical

All Electricians, Elevator Mechanic/Electricians and Elevator Adjusters at the University.

Garage

All Mechanics, including Gardener
Mechanic, at the University.

Gardeners

All Gardeners and Horticulturists at the
University except those in the Botanical
Garden.

Labourers/Dispatch/Stores

All Labourers and Utility Workers at the
University and Dispatch and Stores
employees, other than the Assistant
Storekeeper in the Custodial Unit, in
Building Operations.

Locksmith

All Locksmiths at the University.

Mechanical Maintenance

All Maintenance Mechanics (Instrument
& Controls) and Controls & Instrument
Technicians at the University.

Painting

All Painters (Roll & Brush), Spray
Painters, Signwriters,
Glazier/Waterproofers at the University.

Plumbing

All Plumbers at the University.

Sheetmetal

All Sheetmetal workers at the University.

Steamfitters

All Steamfitters at the University.

Notes:

1. All Heads, Sub-Heads and Head Tradesperson (Housing) are on the seniority lists of their respective "Trade/Maintenance" Unit.
2. Project Coordinators, Estimators/Planners, Scheduling and Maintenance Coordinators, Inspectors, Design Assistants, Engineering Assistants, Site Supervisors and Tool Crib Operators in the Building Operations, Infrastructure Development, Campus and Community Planning, and Energy and Water Services Administration Unit who have been promoted out of a "Trade/Maintenance" Unit will remain on their original Trade/Maintenance Unit Seniority List with their seniority frozen as of the date of their promotion, solely for the purpose of exercising their seniority in their previous classification at the time of layoff.

Nothing in this Appendix "A" precludes the University from creating new departments, merging existing departments, discontinuing departments, or otherwise making bona fide organizational changes, provided there is no adverse impact on the seniority of employees affected.

Any seniority disputes arising from organizational change shall be referred to the Layoff/Recall Umpire for adjudication, and

whose adjudication of such disputes shall be final and binding.

APPENDIX "B"

MAINTENANCE AGREEMENT

REVIEW OF FEMALE DOMINATED POSITIONS

- a. All new positions will have an interim rate established by the University. Six months after appointment to the new positions, the incumbent and the supervisor will complete a questionnaire. The questionnaire will then be reviewed by the University using the job evaluation plan. A final recommendation as to the pay rate will be made to the Union.
- b. An employee, their supervisor or the Union may request a job review of an existing position. The University will conduct such a review. This review may include completion of a questionnaire and evaluation of the position using the job evaluation plan. Upon completion of this review, a recommendation will be made to the Union.
- c. In both new and revised reviews, the Union will have the right to appeal the University's recommended decision. The University will provide the Union with all relevant information related to the job reviews.
- d. All job reviews will be completed within a reasonable time frame.
- e. If the parties fail to reach agreement on any job review, the matter may be referred to an arbitrator who shall have

authority to settle the matter. The arbitrator may only deal with the issue in dispute.

REVIEW OF MALE DOMINATED POSITIONS

All new positions will be reviewed in accordance with Article 20.04 of the Collective Agreement between the parties.

All changed/revised positions will be reviewed in accordance with Article 20.03 of the Collective Agreement.

In the event of a position in Schedule D of the collective Agreement for which there is no incumbent and which has not been analyzed in accordance with the Pay Equity provisions, such position will be reviewed as specified above in paragraph (b).

For the University

For the Union

“Kyle Cormier”

“Connie Credico”

Human Resources

National Representative, CUPE

Date: March 19, 2003

LETTER OF UNDERSTANDING #1

Re: UBC Bookstore – Work of the Bargaining Unit, (Article 3.02)

The parties agree, on a without prejudice basis, notwithstanding any other provisions of the Collective Agreement, that Manager(s) in the Bookstore may assist Cashiers where there is a line up of customers subject to the following conditions:

1. such assistance may be provided for up to a fifteen (15) minute duration consecutively or nonconsecutively up to thirty (30) minutes in a normal seven (7) hour shift;
2. such assistance may be provided only where normal staffing is being maintained and employees do not have hours reduced or are laid off entirely;
3. it is understood and agreed where the other party has a concern regarding the application, administration or interpretation of this letter, it shall first be referred to the Working Committee for resolution; and
4. it is further understood and agreed that where concerns relate to a specific Manager(s), the Working Committee shall be convened on an expedited basis and the provision of assistance by Manager(s) shall be suspended until the concerns are addressed.

Dated: October 3, 2014

For the University

“Mike Vizsolyi”
Employee Relations Manager

For the Union

“Colleen Garbe”
President Local 116

LETTER OF UNDERSTANDING #2

Re: Hours of Work – Union Meeting

The University agrees to allow leave of absence from work, with pay, for employees to attend up to four (4) union meetings, to be held at 3:00 PM or later, in each twelve (12) month period of the Collective Agreement, provided the following conditions are met:

1. The University shall be provided with at least sixty (60) days advance notice of such meeting;
2. Employees scheduled to be at work that day shall make all necessary arrangements, with their immediate supervisor, to be absent for the period of up to one hour or such additional time as may be agreed upon between the employee and their supervisor. Any additional leave requested beyond one (1) hour will be without pay.
3. Employees at work at the time of the meeting may be allowed to take up to one (1) hour of paid leave from work to attend such meetings provided the operations of the department are not affected. Where the operations of the department are affected, one employee from each department may be allowed to attend.
4. The parties agree that the University is not required to schedule additional employees to replace an employee absent as a result of this meeting.

This letter of understanding will run for the life of this Collective Agreement.

Dated: October 3, 2014

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #3

Re: Campus Security Eight Day Work Cycle

Preamble

The Parties agree to an eight day work cycle applicable only to certain employees in the Campus Security Department. The Parties agree that employees working the eight day work cycle shall not receive an added benefit or experience a penalty (monetary or otherwise) as a result of working this schedule. It is also agreed that the eight day work cycle shall not result in additional costs to the employer by reason of the variation from the standard hours of work in the Collective

Agreement

Employees at Campus Security scheduled to work the eight day work cycle will be governed by the following conditions:

Campus Security —

Eight Day Modified Work Schedule

- The following schedule shall apply only to Communications Operators, Patrol Shift Supervisors, Museum Supervisors and Patrol Staff.
- For greater clarity, it is understood that the Secure Access Technicians, Operations
- Supervisors, Community Relations Officers, Clerks and Museum Attendant positions shall
- Work the standard work schedule as described in Article 12.01 of the Collective Agreement.
- All items in this Letter are in accordance with the rest of this Agreement. Unless specified below, and with the exception of Article 17.01 and Article 17.02, all references to days shall mean seven and one-half (7.5) hours and all

references to weeks shall mean thirty-seven and one-half (37.5) hours.

Days and Hours of Work

The eight day work cycle shall be a four (4) on, four (4) off, eight (8) day calendar cycle.

- The work week will consist of two (2) consecutive day shifts and then two (2) consecutive night shifts and four (4) consecutive days of rest.
- Day shift hours are 07:00 — 19:00 hrs and night shift hours are 19:00 — 07:00 hrs.
- The table below represents typical shift patterns:

Day	7:00AM	7:00PM
1	Start	End
2	Start	End
3		Start
4	End	Start
5	End	
6		
7		
8		

Day	7:00AM	7:00PM
1		Start
2	End	Start
3	End	
4		
5		
6		
7	Start	End
8	Start	End

- Each shift spans twelve (12) consecutive hours inclusive of fifty (50) minutes for unpaid meal
- breaks and forty-five (45) minutes for paid rest period.

- The paid workday will be deemed to be eleven (11) hours and ten (10) minutes (11.17 hours). The work period will consist of four (4) consecutive shifts worked followed by four (4) consecutive days of rest (eight (8) day cycle). References in this Letter to twelve (12) hour days shall mean 11.17 paid hours.
- Each employee covered by this agreement will have a scheduled day off as follows:
- One day within every six (6) work cycles (48 days);
- Scheduled day off will only occur on the first or last day of a four (4) day work cycle; and Shall alternate between the first and last day of a four (4) day work cycle;
- An alternative scheduled day off may be taken by mutual agreement;
- By mutual agreement, an employee may take two (2) consecutive scheduled days off within every twelve (12) work cycles (96 days);

Training Days

- Employees will be required to attend three (3) separate and meaningful training days per year (7.5 hours each) that will be scheduled on the day immediately preceding the employees' first day shift.
- Training days will be scheduled at least three (3) months in advance.
- Should an employee be unable to attend a scheduled training day due to illness or other leave of absence set out in Articles 17 and 18, they will attend a re-scheduled training session regardless of whether it falls on a day immediately prior to their scheduled shift.

- Employees will receive two (2) time-in-lieu twelve (12) hour days as compensation for scheduled training days.
- Time-in-lieu days for attending training must be taken by March 31 of the following year.
- Additional training days that would occur on a regularly scheduled day off may not be scheduled by management except upon written agreement between the Union and the Employer. In circumstances where less than three (3) training days were scheduled within one (1) year, additional days will not be scheduled in the following year, except upon written agreement with the Union.

Overtime

Overtime rates shall be in accordance with the Collective Agreement, except that:

- Where Article 13.02(c) reads “seven and one-half (7 1/2 hours) in one (1) day”, shall be replaced by “eleven (11) hours and ten (10) minutes (11.17 hours) in one (1) day.”
- Overtime will only be reflected if any full-time employee working this schedule is requested to work additional hours over, or outside of their normal modified work week (with the exception of additional training days scheduled).

Part-time Regular and Auxiliary Employee Shift Schedule

As per the Collective Agreement except that:

- **Part-time Regular and Auxiliary** Employees may be utilized on twelve (12) hour shifts without incurring overtime after 7.5 hours, up to thirty-seven and one-half (37.5) hours per week.

- **Part-time Regular and Auxiliary** Employees may also be scheduled to work a complete cycle (4 consecutive days worked followed by 4 consecutive days of rest) without incurring overtime.
- Where **Part-time Regular and Auxiliary** Employees are scheduled to work two or more consecutive cycles, they shall receive two (2) hours time-in-lieu per eight day cycle worked.

Vacation

Employees shall receive an annual vacation with pay on the following basis:

- Ten (10) days during the second (2) calendar year.
- Thirteen (13) days during the fifth (5th) calendar year.
- Sixteen and one-half (16.5) days during the eighth (8th) calendar year.
- Commencing with their fourteenth (14th) year of service, employees shall receive seven and one-half (7.5) additional hours with pay for each additional year of service to a maximum of thirty-seven and one-half (37.5) hours.
- Twenty (20) days during the eighteenth (18th) calendar year.

A vacation day is eleven (11) hours and ten (10) minutes. The above calculation reflects equity in

vacation entitlements amongst Union members at the University.

The remaining terms and conditions for vacations are as set out in Article 16.

Statutory Holidays and Christmas Closure

- Stat Holidays — The twelve (12) statutory holidays will be calculated based on 7.5 hours. The total hours will be **97.5** hours. Time-in-lieu for statutory holidays will be credited at the beginning of the year. Hours worked on a paid holiday during the night shift will be 19:00 — 24:00 and 24:00 — 0700.
- Overtime will be paid at the applicable rate for actual hours worked on a statutory holiday.
- Christmas Closure — The three Christmas closure days will be calculated based on 7.5 hours. The total hours will be 22.5 hours.

Bereavement Leave

Bereavement Leave will be treated in accordance with Article 18.04, except that full-time employees working the eight day work cycle will be entitled to four (4) days bereavement leave without loss of pay and benefits upon the notification of death of a parent, wife, husband, common-law spouse, same sex spouse, or child. Upon the notification of death of a brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild, full-time employees working an eight day work cycle will be granted (3) regularly scheduled consecutive work days without loss of pay and benefits.

General Provisions

It is understood and agreed that all other leaves and entitlements set out in the Collective Agreement are to be treated in accordance with the following:

- Day shall be deemed to mean 7.5 hours;
- Weeks shall be deemed to mean 37.5 hours;
- Shift means 7.5 hours.

As per the Collective Agreement except that there will be no shift premium for employees working from 07:00 — 19:00 hrs. The “night” shift premium will be paid to employees working 19:00 — 07:00 hrs.

For the purpose of allowing the employee the ability to make up a full shift to be taken off, the employee will be allowed to combine part days of regular vacation time, banked holiday time and accumulated time-in-lieu in order to make up a full shift. This arrangement shall be by mutual agreement between the employee and Department Head or designate.

This Letter of Understanding is without prejudice and without precedent to the interpretation of the Collective Agreement as it applies to any other circumstance. Neither party may rely upon the contents of this Letter as an aid to interpretation of any other clause of the Collective Agreement.

Termination

Either the Union or the University may terminate this **Letter of Understanding** on three (3) months written notice may discontinue the eight day work cycle and all full-time employees will change over to the normal hours of work as set out in the Collective Agreement, except as modified by the Award of Arbitrator Pekeles.

Dated: October 3, 2014

For the University

For the Union

“Mike Vizsolyi”

Employee Relations Manager

“Colleen Garbe”

President Local 116

LETTER OF UNDERSTANDING #4

Re: OTEU Local 15 – Hours of Work (Article 12.01)

This Letter of Understanding applies to employees formerly represented by OTEU Local 15.

The Union and the University agree that, during the life of this Agreement, current incumbents presently on Nine-Day Fortnight or a Seven-Hour Day Work Schedules will continue on such schedules. Should the employee vacate the position or should the position be reclassified it will then be subject to the standard hours of work provisions under this Collective Agreement.

Note: It is understood that in this context, “reclassification” implies a substantial change in job duties and not simply an adjustment in pay-grades.

Dated: October 3, 2014

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #5

Re: Student Housing and Hospitality Service – Hours of Work

The University and the Union agree that **Part-time Regular and Auxiliary** paid employees in the Housekeeping section of the Conferences and Accommodations unit of Student Housing and Hospitality Services may work a 10:00 AM to 6:00 PM, or a 12:00 PM to 8:00 PM shift as required for month-end turnovers.

The University and the Union further agree that they will continue to work together reasonably when dealing with work scheduling issues and in doing so will recognize the Department's interest in customer service and efficiency of operation as well as the Union's role in protecting the interests of its members.

Dated: November 25, 2014

For the University

For the Union

"Mike Vizsolyi"

Employee Relations Manager

"Colleen Garbe"

President Local 116

LETTER OF UNDERSTANDING #6

Re: Job Classification Umpire

Any dispute arising from the application or administration of Articles 20.03 and 20.04 shall be referred to the Job Classification Umpire. A proceeding before the Job Classification Umpire is intended to be an expedited arbitration. Specifically, an Umpire proceeding shall be subject to the following procedures:

- a. All presentations are to be short and concise and are to include a comprehensive opening statement.
- b. The parties agree to make limited use of authorities during their presentations.
- c. Documents to be tabled at the Umpire proceeding shall be exchanged at least 5 (five) working days prior.
- d. The parties will endeavor to make limited use of witnesses; however it is agreed that either party may call on a witness(es) to provide evidence as necessary. In addition, the parties agree it is appropriate for the University to call a witness from its Total Compensation department to provide expert evidence. The parties also agree that the Union may call an officer of the Union with expertise in job classification matters. Should a dispute arise between the parties regarding the necessity of witnesses, the matter shall be referred to the Umpire for decision.

Prior to rendering a decision, the Umpire may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

All decisions of the Umpire are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential

value and shall not be referred to by either Party in any subsequent proceeding. A decision of the Umpire is a final and binding disposition of the particular dispute.

The Job Classification Umpire shall be David McPhillips. Should Mr. McPhillips be unavailable, John Kinzie shall be designated as the Job Classification Umpire.

Dated: October 3, 2014

For the University

For the Union

“Mike Vizsolyi”

Employee Relations Manager

“Colleen Garbe”

President Local 116

LETTER OF UNDERSTANDING #7

Re: Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed as a grievance once referred to arbitration pursuant to Article 7.

All presentations are to be short and concise and are to include a comprehensive opening statement that will generally not include witness testimony. The parties agree to make limited use of authorities during their presentations. Documents to be tabled at the arbitration shall be exchanged at least 5 (five) working days prior to the arbitration. The parties may agree to the following additional protocols in any individual matter:

1. Agreed Statement of Fact;
2. exchange of written Statements of Fact five (5) days prior to the Expedited Arbitration with copies to the arbitrator; and/or,
3. exchange of written argument five (5) days prior to the Expedited Arbitration with copies to the arbitrator.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

The decision of the arbitrator shall be completed and mailed to the parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding. A decision of the

arbitrator is a final and binding disposition of the particular grievance.

The parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Letter of Understanding by a single arbitrator at one session.

The intent of this Letter of Understanding is that the cases shall be presented by a designated representative of the Union and a designated representative of the Employer.

The location of the hearing is to be agreed by the Parties. The Parties shall equally share the costs of the fees and expenses of the arbitrator.

The expedited arbitrators, who shall act as sole arbitrators, shall be Robert Pekeles, Irene Holden, **Julie Nichols**, and David McPhillips.

The arbitrator will be selected by mutual agreement. Failing agreement, the arbitrator shall be selected by availability.

Dated: October 28, 2014

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #8

Re: Maternity and Parental Leave (Article 18.08)

At the option of the employee, during the term of this Collective Agreement, the following procedure shall apply.

The employee shall opt for Plan A or Plan B, but not both:

1. Plan A is the benefit as described in Article 18.08.
2. Plan B is a Supplemental Employment Benefit (SEB) as described in Appendix I – SEB Plan, attached. The object of the SEB Plan is to supplement Employment Insurance Benefits during a period of unemployment due to maternity leave.
3. Where the employee has opted for Plan B, the employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.
4. Any period of leave of absence beyond 17 weeks shall be without pay, and the employee shall be responsible for the prepayment of her/his share of benefit plan premiums/contributions.
5. Notwithstanding the provisions of Article 3.04, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.

- b. The employee shall agree to repay to the University the gross benefit paid to the employee during the first two week waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of the benefit plan premiums/contributions which were deducted during the leave, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months * (975 hours or, for office/clerical employees, 912 hours) of return to work.
6. Where the employee has opted for Plan B, after completing six (6) months * (975 hours or, for office/clerical employees, 912 hours) of service following return to work after the leave, the University will pay to the employee 5% of her wages, at the time the leave began, for the first two (2) week waiting period and for the period of time Employment Insurance Benefits were received.
7. If the employee refuses to make an agreement under (5) above, or chooses not to exercise the option established in this Letter of Understanding, the provisions of Plan A shall apply.

Dated: May 28, 2015

For the University

For the Union

"Mike Vizsolyi"

Employee Relations Manager

"Colleen Garbe"

President Local 116

MATERNITY LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH THE LETTER OF AGREEMENT – ARTICLE 18.08 – MATERNITY LEAVE:

I _____ after consulting with a Union representative

(Employee name, please print)

or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave wage differential be paid to me during my leave of absence rather than after my leave of absence and agree to return to work and remain at work for a minimum of six months (975 hours of service or, for office/clerical employees, 912 hours of service).

Should I fail to return to work, or having returned to work should I fail to complete six months (975 hours or, for office/clerical employees 912 hours) of service, or if I resign, or if I am dismissed for just cause within six months (975 hours of service or, for office/clerical employees 912 hours of service) of my return to work, I agree to repay the university 95% of net wages received during the first two weeks of maternity leave and the 95% of net wage difference paid to me during the following weeks of maternity leave including my share of the benefit premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated .

I understand that if I do not make the required repayment I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received. My share of the estimated benefit premiums/contributions is:

Medical

Plan \$_____

Initial:_____

Dental Plan

\$_____

Initial:_____

Optional Group Life

\$_____

Initial:_____

Long Term Disability

\$_____

Initial:_____

Pension Plan

\$_____

Initial:_____

Employee Signature

Date

The University of British Columbia Representative

CUPE Local 116 Representative*

*This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 116, or the individual Union Representative.

APPENDIX I – SEB PLAN

Chief, Coverage and Premium Policy Division

Human Resources and Skills Development Canada

11th Floor, Phase IV

140 Promenade du Portage

Ottawa/Hull

K1A 0J9

Dear Sir/Madam:

Re: Submission of Supplemental
Employment Benefits (SEB) Plan Revenue Canada
Taxation Registration Numbers – LTP320410 and
UBC900018

The University has recently concluded a new Collective Agreement with the Canadian Union of Public Employees (CUPE), Local 116, which includes the provision for a SEB plan for employees receiving Employment Insurance Benefits while on Maternity leave.

As requested, the following information is relevant to our application to have the proposed SEB plan approved by your office:

1. The group of employees covered by the plan are members of the CUPE, Local 116 bargaining unit, who have completed two (2) years of service. The number of employees covered by this plan is approximately 1700.
2. The plan is to supplement the Employment Insurance Benefits received by workers for temporary unemployment caused by Maternity leave.
3. Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan. The University will verify the receipt of

EI benefits by requiring the employees to submit EI cheque stubs.

SEB is also payable for the two week EI waiting period for eligible employees, but for no other period during which employees are not receiving EI benefits.

4. The benefit level paid under this plan is set at ninety five percent (95%) of the employees' regular weekly earnings; the University will pay the difference between ninety five percent (95%) of the employee's regular earnings and the amount of EI received by the employee.

In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed ninety five percent (95%) of the employees' weekly earnings.

5. This SEB benefit will be paid for a total of seventeen (17) weeks (for fifteen (15) weeks plus the two (2) week EI waiting period).
6. The plan is financed by the Employer's general revenue.
7. Under the terms of the Memorandum of Agreement, the duration of the plan is technically from **April 1, 2014 to March 31, 2019** inclusive (from date of ratification on, for the life of this Collective Agreement), although implementation of the SEB plan is explicitly contingent upon approval of the plan by your office.
8. The University will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
9. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.

10. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

A copy of the Memorandum of Agreement, which includes a Letter of Agreement outlining the provisions of the SEB plan, is attached for your reference.

For the University

For the Union

“Mike Vizolyi”
Human Resources

“Colleen Garbe”
President Local 116

LETTER OF UNDERSTANDING #9

Re: Job Selection Dispute Disclosure

Where the Union has filed a grievance at Step 3 on behalf of a member who was an unsuccessful applicant for a position posted under Article 10.01, Human Resources shall provide disclosure to the Union on the following basis:

- a. Subject to paragraph (b) and (e) of this Letter of Understanding, the University shall disclose the following information to the Union:
 - i. the grievor's application, resume, interview notes, and test results as relied upon in the selection process;
 - ii. the application, resume, interview notes, and test results of the successful candidate as relied upon in the selection process;
 - iii. the application, resume, interview notes, and test results of other candidates included in the entire selection process as relied upon in the selection process
- b. The University shall only disclose information under this Letter of Understanding respecting an individual who was a CUPE 116 member at the time of application to the posting in question.
- c. Any third-party personal information contained in the material described above shall be redacted by the University prior to disclosure.
- d. That the purpose of the disclosure shall be to assist the Union in determining whether the University complied with the job selection provisions of the Collective Agreement and that the Union shall only use and disclose the information for this purpose.

- e. The University shall only disclose information under this Letter of Understanding to the extent that it is authorized to do so under the provisions of the Freedom of Information and Protection of Privacy Act.
- f. The Union acknowledges that any information it receives pursuant to this letter is governed by the provisions of the Personal Information Protection Act.

Dated: October 3, 2014

For the University

For the Union

“Mike Vizolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #10

Re: Apprenticeships

The parties agree that for the duration of the term of this Collective Agreement, this Letter of Understanding replaces the Annotation #3 to Schedule A.

- a. The University and Union agree to establish an Apprenticeship Advisory Committee with a maximum of three (3) representatives each **within ninety (90) days of the ratification of this Collective Agreement. It is agreed that the Apprenticeship Advisory Committee shall be representative of the full spectrum of potential apprenticeships (e.g building trades, culinary trades, and technical trades).**
- b. **The University shall establish appropriate apprenticeship programs to meet anticipated needs giving consideration to recommendations of the Apprenticeship Advisory Committee.**
- c. The Committee may establish sub-committees for the purposes of Department specific apprenticeship programs. A sub-committee shall be limited to two (2) University members and two (2) Union members.
- d. The Apprenticeship Committee shall meet on a quarterly basis, or as necessary, to monitor the progress of apprentices. Where a sub-committee has been established, that sub-committee shall assume this responsibility.
- e. A sub-committee may recommend department specific guidelines to the University.
- f. The authority to manage apprenticeships, evaluate performance, and determine the ongoing status of an apprentice shall remain exclusively vested with the University. **The Apprenticeship Advisory Committee or,**

where established, the appropriate sub-committee will be kept informed of the progress of apprentices throughout the apprenticeship program in a timely fashion.

- g. Internally hired apprentices shall be paid at the established apprenticeship rates, which are calculated as a percentage of the journey rates, **or as per the agreed Apprenticeship Retention Program for Internal Hires letter.**
- h. All other apprentices shall receive 2% over the prescribed journey person apprenticeship rates.

Dated: January 22, 2015

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #11

Re: Contracting Out (Article 24.03)

Attached hereto is a protocol which establishes a consultation and umpire process for the discussion and adjudication of matters arising within the frame of Article 24.03 (Contracting Out) of the Collective Agreement. However, in addition to the attached protocol, and apart from it, the parties agree to the following:

1. During the term of the Collective Agreement the parties will constitute a senior joint committee to discuss in good faith their respective concerns regarding contracting out, and to make every reasonable effort to constructively address those concerns. It is understood that this paragraph may be implemented in the context of the parties' other Letter of Understanding reached during the term of the Collective Agreement aforesaid, Brian Foley, acting in his capacity as Special Mediator, shall facilitate discussions between the parties regarding issues of mutual concern and/or issues consistent with the goal of improving labour management relations.
2. Notwithstanding the attached protocol, and irrespective of Article 24.03, where the University has given the Union notice of an intended contracting out, either party may elect to have the matter discussed and dealt with under the terms of this paragraph. In that event, it is agreed between the parties that the matter will be addressed solely on the basis of reasonableness. That is to say, the University and the Union may agree (without prejudice or precedent) to the contracting out or contracting in of a particular project, work or service; and the University and the Union further agree that neither of them will withhold agreement unreasonably. It is further agreed that Brian Foley, (or if he is unavailable, Robert Pেকেles) has exclusive jurisdiction to resolve any

differences between the parties arising from the operation of this paragraph including the test of reasonableness; further, that the exercise of such jurisdiction in relation to the test of reasonableness shall be notwithstanding the terms of the Collective Agreement. Decisions made by Mr. Foley (or Mr. Pekeles) under this paragraph shall be on an expedited basis, in accordance with procedures established by Mr. Foley (or Mr. Pekeles) which may include hearings by conference telephone call.

3. Mr. Foley (or Mr. Pekeles) shall have the jurisdiction to expeditiously resolve any disputes about the interpretation or applications of this letter of understanding or Article 24.03.

Dated: November 25, 2014

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

PROTOCOL

Consultation – Contracting Out

1. The parties agree to establish a Contracting Out Committee. The Committee will be comprised of three (3) persons representing the University and three (3) persons representing the Union. Each party shall designate a co-chair.
2. The Contracting Out Committee shall meet twice monthly on dates which shall be established by the Committee on an annual basis. After one (1) year, the Committees shall re-examine and determine the required frequency of meetings.
3. Not less than five (5) days prior to each committee meeting, the University shall notify the Union in writing of work or services which it intends to contract out, providing pertinent information.
4. Not less than two (2) days prior to each committee meeting, the Union shall notify the University and the members of the Contracting Out Committee of matters requiring the Committee's attention. The co-chairs of the Committee shall then confirm with each other the upcoming agenda.
5. The Committee shall use its best efforts to resolve any issue or dispute arising from matters referred to it. The following conditions shall apply with respect to the committee meetings:
 - a) all discussions will be without prejudice, and
 - b) the outcome will go on record.

If agreement is reached, this agreement is binding and will be implemented, and the matter will be considered resolved.

6. Any matters not resolved by the Committee shall be referred to the Contracting Out Umpire who shall expeditiously decide the matter and whose decision shall be final and binding.

Notwithstanding the grievance and arbitration provisions of the Collective Agreement, the Umpire shall have the jurisdiction to interpret and apply the Contracting Out provisions of the Collective Agreement, and the provisions of this letter of understanding. For clarity, the jurisdiction of the Umpire includes the adjudication of an allegation by the Union that the University has wrongly failed to give notice of a Contracting Out. In the event of such an allegation, the matter will be discussed by the Committee under paragraph 5 of this protocol prior to being referred to the Umpire under this paragraph.

7. The Umpire may determine his/her own procedures which shall be appropriate to the nature of the issue, with the aim of the promptest possible ruling. Fees and expenses of the Umpire shall be shared equally by parties.
8. The Umpire shall be Brian Foley or if he is unavailable, Robert Pেকেles.
9. Mr. Foley (or Mr. Pেকেles) shall have the jurisdiction to resolve expeditiously any dispute about the interpretation or application of this letter of understanding or Article 24.03.

Recommendation of Special Mediator Don Munroe, Q.C., in a letter dated September 25, 1995 and a decision dated June 23, 1997 and amended June 16, 2011.

Dated: November 25, 2014

For the University

“Mike Vizsolyi”
Employee Relations Manager

For the Union

“Colleen Garbe”
President Local 116

LETTER OF UNDERSTANDING #12

Re: Student Housing and Hospitality Services (Food Services) — Addendum

The University and the Union agree that given the exceptional circumstances in Student Housing and Hospitality Services (Food Services) (“Food Services”) the following provisions shall apply. Except as noted in this Letter of Understanding the Collective Agreement remains in full force and effect. This Letter of Understanding will be in effect until the expiry of the Collective Agreement, subject to the continuation provisions of Article 29.

1. Specialized Skills and Training:

- a. The following locations require specialized skills and training to meet franchise and/or service standards and requirements for classifications that are used in other Food Service locations:
 - i. Sage Bistro
 - ii. Point Grill
 - iii. Tim Horton’s (Forest Science)
 - iv. Starbucks
 - v. **Mobile Operations and Concessions**
 - vi. **Bento Sushi (Cook classifications only)**
 - vii. **Triple O’s and Mercante (Cook classifications only)**
- b. All positions for these units will be posted in accordance with the provisions of Article 10 of the Collective Agreement.
- c. Employees who are selected for positions requiring training will be scheduled in these

locations and will be assigned hours based on their availability, and seniority.

- d. Employees who are selected to work in the above mentioned units will be assigned to that unit for one (1) year at a time commencing May 1 and ending April 30 of the following year. Employees will continue from year to year on the understanding that on each April 1 they may indicate that they no longer wish to be assigned to that Unit. Employees choosing to leave these units will be provided an opportunity to select their pool, and they will be scheduled based on their seniority and availability.
- e. Each specialized outlet will have, after meeting their regular scheduled needs, a Minimum of two trained employees in each applicable classification available as oncall employees for that outlet.
- f. Employees must be successful in meeting the training requirements. If employees are having difficulty with training a training plan will be discussed and implemented.

2. **Scheduling:**

- a. Classification:
 - i. Employees shall retain only one (1) classification.
 - ii. Employees will be scheduled to work in their classification and in lower paid classifications for which they are qualified and able to perform competently the work involved in accordance with their **availability and** seniority. As per the current posted Master Schedule, employees shall be paid in accordance with the schedule and the rate of pay associated with their classification.

- iii. Employees shall be considered scheduled when the hours are reflected on the work schedule or when they are offered and accept extra hours at the beginning or end of the shift.

Employees who perform work of a higher classification than that which they hold for one (1) hour or more in a shift will be temporarily promoted when they do so in accordance with Article 10.07 and 19.03 of the Collective Agreement; they shall be paid at the first step of the higher pay grade that provides at least a thirty (30) cents per hour increase.

b. Pools:

- i. There shall be two employee pools:
 - Residential
 - Retail
- ii. Employees will be scheduled to work in their respective Pool. Employees cannot use their seniority to displace employees working in the other Pool.
- iii. Employees may indicate that they no longer wish to be assigned to their Pool by submitting a written request to be transferred by April of each year for a change effective in September of that year, based on their seniority.
- iv. Within **the** Retail Pool, the University shall offer the training necessary to ensure the fullest availability of shifts by seniority. Should an employee choose not to be trained for a specific outlet within a Pool, they may not rely upon their seniority to displace an employee trained for that outlet.

c. Schedules:

- i. Master Schedules will be posted in each operation in April, December and August of each year.
- ii. **Part-time Regular and Auxiliary employees** will be required to complete an availability form in which they express a preference for regularly-scheduled or on-call work, shifts, and locations of work prior to the development of each Master Schedule. The form will provide as much information as possible about operational closures at various operations. An employee's availability form must indicate a minimum of three (3) different **days** per week that they are available to work, during times in which shifts are typically scheduled by the department. **Part-time Regular and Auxiliary employees** will be scheduled **as per their availability** in order of seniority where they are qualified and able to competently perform the work of the position. Where the preferences expressed by the employee cannot be accommodated for reasons of availability **and** seniority, **the University shall make reasonable efforts to offer hours to a Part-time Regular employee.**
- iii. **Full-time Regular** employees will not complete an availability form and are expected to be available for work as operationally required. Subject to operational requirements, employee preference and seniority shall be considered.
- iv. Changes to the Master Schedules will only be made in extraordinary circumstances such as a significant upturn (e.g. opening a new operation) or downturn in business (e.g. closure of an operation). Where an employee's hours of work will be reduced significantly during the period of a Master Schedule, changes will be made to schedule the employee for additional hours subject to seniority and

ability to competently perform the work of the position. **Planned or unplanned absences of employee(s) of less than two (2) weeks shall not require a change to the Master Schedule.**

- v. There will be no adjustments in the Residential Pool for Christmas, spring break and April slowdowns. Within the Retail Pool, adjustments for Christmas, spring break and April slowdowns, shall be made subject to operational requirements.
- vi. Should short-term changes to the schedule be required, the Employer will notify the employees affected no later than forty-eight (48) hours prior to the assigned shift. Such changes will be made in accordance **availability and** seniority. If additional staff is required, the Employer shall offer the shifts in accordance to seniority.
- vii. Employees who so wish and where possible may work a split shift in their classification in order to maximize their hours worked. Split shifts however will not be common. There shall be a maximum of four (4) hours between the end of the first section of the shift and the beginning of the second section. A split shift shall be completed within twelve (12) hours of an employee's starting work.
- xi Food Services may schedule **employees** for seventy five (75) hours over a two (2) week period **by scheduling no more than six (6) consecutive working days within the two (2) week period. Days off shall be scheduled in a manner that ensure that a minimum of two (2) consecutive days off occur within the two (2) week period. The two (2) week period will be calculated from the start of the day shift every other Sunday.** It is understood that no employee shall work seven (7) or more consecutive days without incurring overtime.

3. Extra Hours and On-Call:

- a. An “on-call” availability list shall be established and the following provision shall apply:
 - i. Employees who have a regularly scheduled shift on the master schedule will be considered available for extra hours on-call as per their availability **and seniority**. These employees can accept or decline offers of extra hours without consequence.
 - ii. Employees whose availability **and seniority** would entitle them to fewer than twenty (20) hours per week will have the option to:
 1. Accept a schedule which is less than twenty (20) hours per week and/or request extra hour’s on-call. The rights and obligations of employees requesting extra hours on-call shall be in accordance with 3(b) below. An on-call employee exercising their rights under this provision shall be not be able to rescind previous accepted shifts.
 2. Apply for a leave of absence for the scheduling period.
 3. Remain on Layoff.
- b. Employees who after reviewing options 3(a)(i) and 3(a)(ii) above choose to request only on-call work on their availability form or do not qualify for a regularly scheduled shift due to insufficient seniority or availability shall be required to comply as follows:
 - i. Employees shall be called in order of seniority in accordance with their stated availability for “on-call” work.
 - ii. Employees may amend their availability **by completing and submitting the**

appropriate availability form. Changes will take effect no earlier than two weeks from the date of form submission. Permanent amendments to availability must be submitted in writing.

- iii. Block scheduling of on-call shifts: Where a block of shifts becomes available with more than forty-eight (48) hours' notice and the employee will be given the shifts as per seniority that they are available for and the Employer will continue down the on-call seniority list to fill the remaining shifts.
- c. **The University will renew the "on-call" availability list at least two (2) times per year for September and May.**

4. Wescadia Catering:

- a. The following provisions regarding scheduling apply to employees in Wescadia Catering:
 - i. The work schedule will be posted every Thursday, ten (10) days prior to the start of the week being scheduled. The hours of work will be posted in two (2) ways:
 - 1. A master list that provides employees' names and days and times that they are scheduled to work; and
 - 2. On separate function sheets outlining the function and location of work.
 - b. Employees shall ensure that they are aware of their work schedule once posted.
 - c. Employees are not permitted to exchange shifts. Employees must notify the Catering office of any shifts that have been assigned within their availability that they are unable to work.

5. Work of the Bargaining Unit:

- a. Managers in Food Services may assist with work of the bargaining unit during busy periods subject to the following conditions:
 - i. Such assistance may be provided for up to a maximum of fifteen (15) minutes duration consecutively or non-consecutively up to thirty (30) minutes in a normal seven (7) hour shift and only where normal staffing is maintained and employees do not have hours reduced or are not laid off;
 - ii. The manager(s) must keep a log of their performing work of the bargaining unit; and
 - iii. The University and the Union will review the situation on an as needed basis.

6. Dispute Resolution:

- a. Where a dispute arises regarding the application, administration or interpretation of this Letter of Understanding, the parties have the choice to either go through the Grievance procedure under Article 6 or the dispute resolution under this Letter of Understanding.
- b. Upon receiving notice of a dispute the parties shall meet and attempt to resolve the dispute informally within ninety (90) days. It is understood and that the ninety (90) days shall begin with a copy of the written concerns being delivered to UBC Human Resources and the Union.

Should the parties be unsuccessful in finding a resolution to the matter or upon the expiry of ninety (90) days, the dispute shall be referred to a mediator. The mediator shall receive written submissions from the parties at the time the matter is referred. The

parties agree that the mediator will be Robert Pekeles
or **Michael Fleming** depending on availability.

If the mediation is unsuccessful the mediator will
issue recommendations which will be binding on the
parties until the expiration of the Collective
Agreement.

Dated: May 28, 2015

For the University

For the Union

“Mike Vizolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #13

Re: Use of Contractors to Perform Inventory in the Bookstore

The University and the Union agree that it is desirable to have the Bookstore open rather than closed during the Annual Inventory.

In order to fulfill this desire, the parties agree to the use of a contractor, their employees and University employees as set out herein.

All Bookstore employees available and willing to perform inventory work who are not otherwise scheduled and working a full daily shift as set out in the Collective Agreement, shall be employed for up to the full daily shift hours set out in the Collective Agreement provided it does not result in daily or weekly hours that result in overtime rates.

The difference in available and willing University employees and the total number of employees required to complete the Inventory Project in two (2) days, shall be made up of Contractor employees.

Dated: October 3, 2014

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager

President Local 116

LETTER OF UNDERSTANDING #14

Re: Student Workers in Food Services

The University and the Union agree that given the exceptional circumstances in the Department of Food Services the following provisions shall apply to student workers.

The parties acknowledge that clarity about the status quo regarding the use of student workers in the Department of Food Services is important. The parties have had much discussion in bargaining about their respective understandings of the status quo, and this reflects their mutual understanding.

The parties agree that the provisions within this Letter of Understanding are the only ones within the Collective Agreement that apply to student workers in the Department of Food Services.

1. Student workers shall be paid a rate of fifty (\$.50) cents per hour above the minimum wage as stated in Part 4 section 15 (1) of the Employment Standards Regulations of British Columbia.
2. Student workers shall be exempt from paying Union dues.
3. Vacation shall be paid out every pay period at rates set out in the Employment Standards Act.
4. The amount of hours worked by a student worker in any given week will not exceed fourteen (14) hours. The shift a student worker works will not exceed four (4) hours.
5. Student workers shall not replace any regular scheduled employee in the Department of Food Services.
6. Disputes under this LOU shall be managed through the Dispute Resolution provisions set out in LOU #12.

Dated: May 28, 2015

For the University

"Mike Vizsolyi"
Employee Relations Manager

For the Union

"Colleen Garbe"
President Local 116

LETTER OF UNDERSTANDING #15

Re: Articles 18.01 and 18.02 – Leave For Union Business

Further to discussions in April/May 2001, including the assistance of Donald R. Munroe, Q.C., the University and the Union agree as follows with respect to the application of Articles 18.01 and 18.02. The University's obligations to pay under Article 18.01 will be limited to time spent on any matter during employees' regularly scheduled hours of work.

The parties agree to administer the provisions of this Letter of Understanding reasonably, including but not limited to the number of representatives designated for grievance and other meetings.

Grievances/Arbitrations

The University pays for up to three (3) officially designated representatives of the Union to attend:

- Grievance Meetings
- Arbitration Hearings
- Travel time to attend Grievance Meetings and Arbitration Hearings
- Preparation time with the Grievor, Witnesses and normally not more than one (1) Steward per Grievor for Grievance Meetings and Arbitration Hearings

The Union pays for its representatives to:

- Prepare for Grievance Meetings, other than as provided for above
- Prepare for Arbitration Hearings, other than as provided for above
- Attend the Union's Grievance Committee Meetings

- Prepare for and attend at Labour Relations Board Hearings

Collective Bargaining

The University pays for up to five (5) officially designated representatives of the Union to attend:

- Actual Collective Bargaining sessions
- Actual Mediation sessions
- Travel time to attend Collective Bargaining and Mediation sessions

The Union pays for its representatives to:

- Prepare for Collective Bargaining
- Union caucus time on other than an actual Bargaining day
- Prepare for and attend at Essential Services Hearings

Official Joint University/Union Committees

The University pays for up to three (3) officially designated representatives of the Union to attend:

- Actual Committee Meetings
- Follow up requested by the Committee
- Preparation time for the Joint Health & Safety Steering Committee and the Contracting Out Committee Meetings
- Time to respond to University proposals or issues in advance of the meeting
- Travel time to attend Committee Meetings

The Union pays for its representatives to:

- Prepare for Committee Meetings, other than as provided for above

- Perform work outside of the meetings required by the Union

Meetings with the University

The University pays for representatives of the Union to attend:

- Meetings required by or agreed to by Management
- Meetings regarding layoff as provided for in Article 11.04, paragraph 3
- Meetings otherwise provided for in the Collective Agreement

Dated: October 3, 2014

For the University

For the Union

“Mike Vizsolyi”

Employee Relations Manager

“Colleen Garbe”

President Local 116

LETTER OF UNDERSTANDING #16

Re: Internships

The parties recognize that academic units may establish internship programs. The interns will have an undergraduate, master's, or doctoral degree. The intent is for interns to have the opportunity to apply their education in a practical setting prior to pursuing further education or experience. The following terms shall apply to internship programs:

- a) Internship terms of up to two (2) years.**
- b) Article 10.02 would not apply. Job selection to be made on academic criteria.**
- c) Interns would not accrue seniority unless they move into another CUPE 116 role. In such cases, seniority would then be credited back to the start date of the internship program and calculated in accordance with Article 9.01.**
- d) Interns would not be eligible for layoff and recall provisions.**
- e) Interns may be employed within curated collections in the Beaty Biodiversity Museum, the Museum of Anthropology, the Belkin Art Gallery, and the Pacific Museum of the Earth.**
- f) Interns may be employed within teaching and research collections in the Departments of Botany, Zoology, and Earth, Ocean and Atmospheric Sciences.**
- g) Interns may be employed within the Department of Psychology.**
- h) Interns may also be employed within other Departments and/or Units as agreed to between the Union and University.**

- i) Internships are not intended to replace ongoing bargaining unit positions and no Union member shall be laid off as a result of an internship program.
- j) The University shall not hire more than two (2) interns at any given time within a Department or Unit described above without Union agreement.
- k) The Union shall be copied on any internship appointment made pursuant to this letter.

Dated: May 28, 2015

For the University

For the Union

“Mike Vizolyi”

“Colleen Garbe”

Employee Relations Manager President Local 116

LETTER OF UNDERSTANDING #17

Re: Professional and Skills Development Fund

The Parties to this Collective Agreement recognize the principle of professional and skills development in line with career opportunities for advancement in the service of the University.

Where it is possible to foresee the future utilization of such professional and skills development, the University or employee may propose a professional or skill development initiative.

An employee who wishes to engage in professional and skills development may submit a request to the University for funding for such a course or program. The request must be consistent with the principles expressed within this Letter of Understanding.

Program details will be published by the University on the Human Resources website.

Each case will be considered on its individual merits and must be approved by the University. If the request is approved, the University shall reimburse for fees and costs incurred as per the Professional and Skills Development Fund guidelines and, where required, may provide time off without loss of pay. Disputes respecting the approval of a request will be initiated at Step 3 of the grievance process.

The University will meet with the Union annually to review the usage, uptake, and funding status of the Professional and Skills Development Fund and to consider potential changes as required.

Dated: May 28, 2015

For the University

For the Union

“Mike Vizsolvi”

“Colleen Garbe”

Employee Relations Manager President Local 116

LETTER OF UNDERSTANDING #18

Re: Articles 22.06 and 22.09

The parties agree that the savings from the reduction in WorksafeBC Disability Benefits from 100% to 68% are costed as of ratification of the renewed Collective Agreement. The savings will be directed to the improvement of Health and Welfare Benefits under Article 22.09. The parties further agree that such savings shall be costed again as at April 1, 2017. Should the savings be materially different than projected, the allocation of annual payroll directed towards the improvement of Health and Welfare Benefits under Article 22.09 shall be adjusted accordingly except that the allocation can not fall below the amount specified in Article 22.09.

Dated: May 28, 2015

For the University

For the Union

“Mike Vizolyi”

“Colleen Garbe”

Employee Relations Manager President Local 116

LETTER OF UNDERSTANDING #19

Re: Articles 18.04 – Paid Bereavement Leave

In special circumstances resulting from the death of a family member not listed within the provisions of Article 18.04, an employee may request time off without deduction of pay or sick leave or loss of seniority.

Should a request for paid bereavement leave not be approved, the employee or Union may request a review by Human Resources in the manner described within Article 18.04.

Dated: May 28, 2015

For the University

For the Union

“Mike Vizsolyi”

“Colleen Garbe”

Employee Relations Manager President Local 116

LETTER OF AGREEMENT #1

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

“GWI” or **“General Wage Increase”** means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective

agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

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

The Economic Stability Dividend

- 1. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.**
- 2. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.**
- 3. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).**

Annual Calculation and Publication of the Economic Stability Dividend

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

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

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

6. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;**
- (ii) November 2016 – Real GDP published for calendar 2015;**
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;**
- (iv) Direction from the PSEC Secretariat to employers’ associations, employers**

and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend

- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Dated: May 28, 2015

For the University

For the Union

“Mike Vizsolvi”

“Colleen Garbe”

Employee Relations Manager President Local 116

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