



COLLECTIVE AGREEMENT

between

THE UNIVERSITY OF BRITISH
COLUMBIA
AQUATIC CENTRE

and

CANADIAN UNION OF PUBLIC
EMPLOYEES
CUPE LOCAL 116

January 1, 2023 to December 31, 2025

We acknowledge that **the University's Point Grey Campus** is situated on the traditional, ancestral, and unceded territory of the Musqueam peoples.

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:

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*Errors and Omissions excepted

*Bold text indicates new language

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COLLECTIVE AGREEMENT

Between

UBC AQUATIC CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 116

PREAMBLE

This is the Collective Agreement between the University of British Columbia Aquatic Centre and the Canadian Union of Public Employees, Local 116, collectively the "parties". It establishes the terms and conditions of employment for employees of the University who are covered by CUPE Local 116's certification.

The purpose and effect of this Collective Agreement is to reflect the parties' mutual interests in:

- 1. The efficient operation of the University;**
- 2. fostering and enhancing a diverse, inclusive, equitable, anti-racist and respectful workplace that reflects the values of the University and the Union;**
- 3. continuing and enhancing a harmonious and mutually beneficial relationship between the University and its employees;**

4. continuing and enhancing a collaborative, professional and respectful relationship between the University and the Union;
5. to provide for orderly and efficient consideration and settlement of all matters of collective bargaining and mutual interest including wages, hours, working conditions, job security and dispute resolution.

In the furtherance of the above principles, and in consideration of the parties' mutual obligations under Section 2 of the *Labour Relations Code*, the parties hereby agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The University retains all of the rights and privileges customarily vested with management, save and except as expressly limited by a provision of this Agreement.

In the process of exercising its management rights, the University shall not act in a discriminatory, arbitrary or bad faith manner.

ARTICLE 2 – UNION RECOGNITION

2.01 Bargaining Authority

The Union is the sole bargaining authority for all employees of the University as set out in the

certification as granted by the Labour Relations Board of B.C.

2.02 Union Officers and Committee Members

- a) **Recognition**: The University recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to this collective agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit. **The Union shall notify the University in writing of the names of these Stewards.**
- b) **Access**: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or designate is first contacted and the employee's approval has been received, which approval shall not be unreasonably denied. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.
- c) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances,

attendance at meetings with the University, participation in arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

- d) When an employee has been selected by the Union to attend a conference, convention or other union function, the Union will reimburse the University for the employee's wages if the University replaces the employee on such leave.

ARTICLE 3 – RESPECTFUL ENVIRONMENT

3.01 Respectful Environment Statement

In all respects, the Union and University agree that all employees are made aware of and bound by the University's Respectful Environment Statement.

3.02 No Discrimination

All employees shall be protected from discrimination on the protected grounds set out in the *Human Rights Code*. These grounds are: **Indigenous identity**, race, colour, ancestry, place of origin, marital status, sex, sexual orientation, **gender and gender identity**, family status, physical or mental disability, political belief, religion, age, or unrelated criminal conviction. An

employee may not be discriminated against by reason of their membership or activity in the Union.

3.03 Bullying and Harassment

The Union and the University recognize the right of employees to work in an environment free from bullying and harassment. Training on preventing and addressing workplace bullying and harassment is required for all employees.

Bullying or harassment is objectionable and unwanted behaviour that is verbally or physically abusive, vexatious or hostile, that is without reasonable justification, and that creates a hostile or intimidating environment for working, learning or living.

Bullying or harassing behaviour includes cumulative demeaning or intimidating comments, gestures or conduct; verbal aggression or yelling; threats to a person's employment or educational status, person or property; persistent comments or conduct, including ostracism or exclusion of a person, that undermines an individual's self-esteem so as to compromise their ability to achieve work or study goals; abuse of power, authority or position; sabotage of a person's work; humiliating initiation practices; hazing; calling someone derogatory names; spreading of malicious rumours or lies; or making malicious or vexatious complaints about a person.

Sexual harassment is a form of discrimination and harassment and is uninvited and/or unwanted sexual attention or conduct by a person who knows or ought to know that such attention is unwelcome.

3.04 Respectful Environment Complaints

If an employee wishes to bring forward a complaint about discriminatory behaviour as described in Article 3.02, the employee shall have recourse to either or both University Policy #3 or the grievance procedure as set out in Article 8 of this Collective Agreement.

If an employee wishes to bring forward a complaint about bullying or harassment as described in Article 3.03, the employee shall have recourse to either or both of the University's Respectful Environment Statement or the grievance procedure as set out in Article 8 of this Collective Agreement.

Grievances arising from this Article may be referred directly to Step 3 of the grievance procedure 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.

ARTICLE 4 – UNION MEMBERSHIP AND DUES CHECK OFF

4.01 Membership Requirements

- a) All employees shall become Union members upon their date of hire, and shall maintain membership in the Union throughout their employment.
- b) The Union shall not, without good and sufficient cause, refuse an employee applying for membership nor suspend or expel any member from membership.

4.02 Check-off of Union Dues

All employees will be required to sign an authorization for dues, initiation fees and assessments deductions. A copy of this authorization will be sent to the Union.

The University has no financial responsibility for the fees, dues or assessments of an employee, unless the University owes the employee sufficient unpaid wages to pay the fees, dues or assessments assigned.

4.03 Transmittal to Union

Before the tenth (10th) working day of the following month, the University will forward the collected dues to the Treasurer of the Union, together with a detailed list of names and amounts deducted.

4.04 Year-End Statement of Members' Dues Deductions

T-4 income tax forms issued to employees will include the amount of Union dues deducted in the previous calendar year.

4.05 Union Orientation Meeting for New Employees

A Union Representative shall be given an opportunity to meet new employees within their first four (4) weeks of employment, in order to acquaint them with the benefits and duties of Union membership and their responsibilities and obligations to the University and the Union.

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

ARTICLE 5 – DEFINITIONS

5.01 Probationary Employee

A Probationary employee is any newly hired employee who has not successfully completed the probationary period under Article 11.02.

5.02 Permanent Employee

A Permanent employee is an employee hired to fill a permanent position, who has successfully completed the probationary period and who works a permanent work schedule of thirty-five (35) hours per week.

5.03 Student Employee

- a) A Student Employee is an employee who is currently registered as a UBC student, in a recognized undergraduate course of study for which a minimum of nine (9) credits are to be granted during the academic term in which the employee is working, or when the employee is working during the summer session, for which a minimum of eighteen (18) credits are to be granted in that academic year, or one who is a registered UBC Graduate Student and is actively pursuing such course of study.
- b) Student employees normally work less than full-time hours in accordance with Article 14.05. Student employees normally work a maximum of twenty (20) hours per week during the winter session.
- c) Student employees shall be permitted to work **until the September 30th following their graduation, or** for one (1) four (4) month semester period immediately following their graduation, **whichever comes later.**

- d) Student employees shall only be eligible for the terms and conditions of this Agreement where such eligibility is explicitly stated.

5.04 Casual Employee

A Casual Employee is a non-student employee hired on an as needed basis to assist or supplement the permanent and student work-force in the performance of bargaining unit work. Casual employees shall serve a three (3) month probationary period and shall be eligible only for those terms and conditions of this Agreement where such eligibility has been explicitly stated.

Casual employees are appointed for terms with end dates that are aligned with academic sessions. Renewals and appointments with a duration of one year or longer are subject to Union agreement. Such agreement shall not be unreasonably withheld.

The University shall provide the Union with a list of all casual employees **including their appointment and renewal dates** at the beginning of each session.

Casual employees who have enrolled at the University and meet the requirements of Article 5.03(a) shall be classified accordingly.

5.05 Winter and Summer Sessions

For the purposes of this Agreement, the term “winter session” means the period from September of each year

until the end of April. The winter session is divided into two (2) terms:

Term 1 – September to end of December

Term 2 – January to end of April

The term “summer session” means the period from May of each year until the end of August. The summer session is divided into two (2) terms:

Term 1 – May to end of June

Term 2 – July to end of August

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the term of this Agreement.

6.02 Picket Lines

Employees shall not be required to cross legal picket lines, nor perform the work of other workers who are on a legal strike or who have been legally locked out. Employees who otherwise would have been working shall be deemed to be on unpaid leave for the period relevant to this provision.

ARTICLE 7 – LOCAL WORKING COMMITTEE

- a) The Parties shall form a Local Working Committee which is a consultation committee pursuant to Section 53 of the *Labour Relations Code*, comprising a maximum of three (3) representatives appointed by each party.
- b) The Local Working Committee shall meet as soon as reasonably possible after a request for a meeting by either Party. The purpose and mandate of the Committee is to discuss any matter of mutual interest, however active grievances shall not be discussed by the Committee. The Party requesting a meeting shall inform the other Party of the issues they wish to discuss, and an agenda will be developed prior to the meeting. Only items on this agenda shall be discussed, unless the Parties agree otherwise.
- c) The Local Working Committee shall meet at a time and place mutually agreed to by both Parties. Where the Committee meets during an employee member's regularly scheduled working hours, the employee's time will not be deducted for attending such meetings and the employee shall be paid their regular straight time wages while so attending, as if the employee had continued to work. Time spent attending committee meetings outside of an employee member's regularly scheduled work hours are not considered as time worked.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of Grievance

For the purposes of this Agreement, a grievance is defined as any difference concerning the dismissal, discipline or suspension of any employee, or any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether such matter is arbitrable.

All grievances arising during the term of this Agreement shall be finally and conclusively settled using the following procedures, without a stoppage of work.

8.02 Settlement of Grievances

When an employee believes they have a complaint, the employee shall first discuss the complaint with their immediate non-union supervisor, in an attempt to resolve the matter on an informal basis, if possible.

- a) Step 1: When the matter cannot be resolved informally, or where a grievance is initiated at Step 1 by the Union or University, the Parties shall attempt to resolve the matter through discussion. Failing settlement of the grievance, the grievance shall be stated in writing and submitted in accordance with Step 2. Grievances must be initiated under this procedure within fourteen (14)

calendar days following the incident-giving rise to the grievance, or within fourteen (14) calendar days after the grievor or the Union first becomes aware of such incident.

- b) Step 2: Where a grievance is not settled at Step 1, it shall be submitted to the Senior Manager of the Aquatic Centre or the Union President in writing for resolution. The Union President shall designate a representative for the purposes of investigating and resolving the matter. Should the Parties be unable to settle the matter, Step 3 shall be invoked.
- c) Step 3: When the grievance is not settled within seven (7) calendar days of being presented at Step 2, the grievance may be referred to Step 3. Any dispute involving discipline, suspension, dismissal, layoff or safety shall receive priority and shall commence at Step 3. At Step 3, the grievance shall be discussed between the University's Human Resources Department and the Union at a Step 3 grievance meeting. 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.

Failing settlement in this step, the party hearing the grievance shall deliver a formal reply to the grievance in a timely manner. Article 9 may be invoked upon completion of the grievance process.

The University agrees that after a grievance has been initiated by the Union, the University's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

Employees shall be permitted the necessary time, without loss of pay, to attend to the adjustment of their grievances under Article **8.02**, provided such adjustment takes place during the employee's normal working hours. If possible, grievance meetings under Article **8.02** shall take place during times when the participants would not normally be at work.

8.03 Policy Grievances

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 and 2 of this Article may be by-passed. Step 3 may be by-passed only by mutual agreement of the Parties. The intent of the foregoing

Article is that it will apply only to General Policy disputes.

8.04 Failure to Act Within Time Limits

The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions shall not be unreasonably denied.

ARTICLE 9 – ARBITRATION PROCEDURES

9.01 List of Arbitrators

The Parties agree to appoint an arbitrator from the following list within ten (10) calendar days of notice that a grievance is being advanced to arbitration: Corrin Bell, Ken Saunders, Julie Nichols, **Karen Nordlinger**, Amanda Rogers.

9.02 Arbitration Procedure

The arbitrator is to be governed by the following provisions:

- a) The arbitrator shall hear and determine the subject of the grievance and shall issue a decision, which is final and binding upon the Parties and upon any employee affected by it.

- b) Each of the Parties shall pay one-half (1/2) of the expenses of the arbitrator.
- c) The arbitrator shall determine their own procedures, but shall give full opportunity to all Parties to present evidence and make representations.
- d) The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- e) The Parties and the arbitrator shall have access to the University's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
- f) The arbitrator shall have the power to modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- g) The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.

9.03 Grievance Settlement

The Parties may mutually agree, on an individual case by case basis, to submit grievances for settlement in accordance with the following subsections:

- a) A grievance may be submitted for settlement under this Article at any step of the Grievance Procedure up to and including referral to Arbitration.

- b) Once a grievance has been referred to this process, the Parties shall prepare an agreed statement of facts which shall include the issue in dispute, the remedy sought, and the respective positions of the Parties.
- c) The procedures for this grievance settlement process shall be consistent with those used by officers under Section 105 of the *Labour Relations Code*, except that their recommendations for settlement shall be binding to the degree necessary to settle the grievance referred to them on a “without prejudice or precedent” basis, unless the Parties mutually agree otherwise.
- d) The Special Officer for the purpose of this grievance settlement process shall be selected in consultation with the Director of the Arbitration Bureau.
- e) Any expenses of the Special Officer shall be shared equally between the Parties.

ARTICLE 10 – DISCIPLINE/DISCHARGE

10.01 Discipline Procedure

Employees shall not be disciplined or discharged except for just cause. The University shall provide those employees, whom it suspends or discharges, with the reasons for such disciplinary action, at the time of taking such action. The University shall forward its

reasons to the employee, in writing, within three (3) calendar days, with a copy to the Union.

10.02 Right to Have a Steward Present

The University shall notify employees, in writing, of their right to have a Shop Steward present at any meeting with management where disciplinary action is to be taken, including meetings called by The University for the purpose of investigating the employee's actions, prior to the University making its disciplinary decision. The University shall notify the employee sufficiently in advance of the purpose of the meeting in order that the employee may contact their Steward to be present.

10.03 Adverse Report

Any disciplinary document, other than formal performance evaluations, shall be deemed removed from an employee's personnel files after twenty-four (24) months has expired from the date such document was issued, provided no other disciplinary infraction has occurred during this period.

ARTICLE 11 – SENIORITY

11.01 Seniority

- a) Definition:
- i. Permanent employees - service in the bargaining unit from the initial date of hire as a permanent employee, including service prior to certification of the Union.
 - ii. Student employees - accumulated hours worked in the bargaining unit by classification, including service prior to certification of the Union. For the purposes of calculating student seniority only, the classifications of Lifeguard/Instructor and Shift Supervisor are considered as one classification.
- b) Student employees may only exercise their seniority for purposes of obtaining available work pursuant to Article 14 and in applying for permanent vacancies pursuant to Article 12.02.
- c) Casual employees shall not accrue seniority. Their service with the University shall be recognized where specifically referenced within the Collective Agreement. A casual employee who secures employment as a student or permanent employee shall have their service with the University recognized by receiving seniority credit for the period of casual employment.

11.02 Probationary Period

All newly hired permanent employees shall be required to complete a three (3) month probationary period. Student employees shall be required to complete a probationary period of eighty (80) accumulated hours actually worked. A student employee's probationary period may be extended for an additional forty (40) hours by mutual agreement of the University and the Union. This probationary period provides an opportunity for the University to assess each employee's suitability for continued employment and the University reserves the right to terminate the employment of any probationary employee whom it finds unsuitable.

11.03 Seniority List

The University shall maintain a seniority list of all employees. The seniority list shall be updated and posted at the end of each month, with a copy being forwarded to the Union, at its request.

11.04 Seniority During Leave

Employees granted an unpaid leave of absence under this Agreement shall have their seniority "frozen" at the time of taking the leave. The employee shall not accumulate additional seniority during the period of the leave, save and except leave for Union business under Article 18.01(a) and 18.01(b), when the employee in question shall be credited with the quantum of seniority

which would have been earned had the employee continued to work.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Posting

Vacancies in permanent positions, which the University intends to fill, shall be posted for seven (7) calendar days.

12.02 Job Selection

When filling posted vacancies, the University shall give primary consideration to the qualifications, experience, skill and ability of the applicants for the position. When the qualifications, experience, skill and ability of two (2) or more applicants is considered relatively equal, the selection shall be made in the following order:

- a) Permanent employees, on the basis of seniority
- b) Student employees, on the basis of seniority of total hours worked in the bargaining unit
- c) Casual employees, on the basis of length of service
- d) External applicants

12.03 Trial Period

Permanent employees, who accept a promotion into a posted position in a different classification, shall serve

a three (3) month trial period in the new position. During such trial period, the University may return an employee, who is unable to satisfactorily perform the duties of the new position, to the position such employee held prior to the promotion, or the employee may, without prejudice, elect to return to their former position.

Student employees, hired into permanent positions in a different classification, shall serve a new three (3) month trial period. Should an employee fail to successfully complete this trial period, the employee may revert to their student employee status provided the employee continues to meet the requirements for employment as a student and their failure to successfully complete the permanent trial period does not represent cause for termination of their employment generally.

Casual employees hired into permanent positions shall serve a new three (3) month trial period in the position. Should an employee fail to successfully complete this trial period, the employee may revert to their casual employee status and with service credit for the trial period, provided that their failure to successfully complete this trial period does not represent cause for termination of their employment generally.

Student employees, who accept a role in a different classification, shall serve a trial period of eighty (80) accumulated hours worked in the new position or three (3) months, whichever comes first. During

such trial period, the University may return an employee, who is unable to satisfactorily perform the duties of the new position, to the position such employee held prior to the promotion, or the employee may, without prejudice, elect to return to their former position.

Such periods may only be extended by mutual agreement of the parties.

ARTICLE 13 – LAYOFF AND RECALL

13.01 Role of Seniority in Layoff

- a) Permanent employees shall be laid off within each classification, in reverse order of their seniority.
- b) Student hours shall be reduced, as necessary, before the layoff of a permanent employee, provided the permanent employee has the qualifications, experience, skill and ability to perform the work of the student(s) in question.
- c) Prior to layoff or reduction of hours for permanent or student employees, the University shall reduce casual hours first unless doing so would result in an inability to operate the facility.

13.02 Notice of Layoff

- a) Except in cases of strikes, lockouts, or circumstances beyond its control, the University shall notify permanent employees, who are to be

laid off, in accordance with the notice requirements of the *Employment Standards Act*, or successor act.

- b) When a permanent employee is not given the opportunity to work during such notice period, the employee shall be paid for those days upon which work was not made available.

13.03 Layoff Procedure

A permanent employee, who is subject to layoff, may exercise their seniority by bumping a less senior employee in a different classification, including upward bumping, provided the employee seeking to bump has the qualifications, experience, skill and ability to perform the work in question.

Employees must notify the University of their intention to bump within forty-eight (48) hours of being notified of their layoff. Failure to do so shall result in the loss of a laid-off employee's bumping rights.

Permanent employees with seniority, who are laid off and who do not bump, shall be placed on the recall list, in seniority order, for twelve (12) months from the date of their layoff.

13.04 Recall Procedure, Rights and Obligations

- a) Laid-off permanent employees on the recall list shall be recalled, in seniority order, to positions for which the employee has the required qualifications,

experience, skill and ability, before new employees are hired or student employees are offered such available hours.

- b) Laid-off permanent employees shall be recalled on this basis, provided the employee responds within forty-eight (48) hours of the initial contact by the University.
- c) The University shall specify the time the recalled employee is to report for work.
- d) Employees who fail to respond within forty-eight (48) hours after being contacted by the University, or who fail to report for work at the time specified by the University, shall have their names removed from the recall list.
- e) Employees, who have sufficient reasons for not responding within forty-eight (48) hours after being contacted by the University, or who have sufficient reasons for not reporting for work at the time specified by the University, shall be placed at the bottom of the recall list for purposes of future recall.

Laid off employees on the recall list are required to keep the Manager or designate informed of their current addresses and phone numbers. The University shall be deemed to have met its recall obligations under this Agreement by attempting to contact employees it is seeking to recall, at their last known address on file.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 Normal Hours - Permanent and Casual Employees

- a) The normal full-time hours of work for permanent employees shall be seven (7) hours per day, exclusive of a one (1) hour unpaid meal break, and thirty-five (35) hours per week.
- b) Permanent employees shall receive two (2) consecutive rest days off each week, operational requirements permitting.
- c) Casual employees shall work on an as required basis so as to best meet the University's operational needs, provided that the normal hours of work for casual employees shall not exceed **eight (8)** hours per day or **forty (40)** hours per week or five (5) days in a calendar week, unless overtime rates apply.

14.02 Normal Hours – Student Employees

- a) Student employees shall be scheduled in accordance with Article 14.05 so as to best meet the University's operational requirements.
- b) Student employees normally work a maximum of twenty (20) hours per week during the winter session.

- c) During the summer session, student employees may be scheduled to work up to eight (8) hours per day, exclusive of a one (1) hour unpaid lunch break, and up to forty (40) hours per week.
- d) Student employees shall normally receive a minimum of two (2) hours pay for any shift in which the employee actually commences work. This notwithstanding, student employees may request to work a shift of not less than one (1) hour duration and be paid only for the time actually worked. The University reserves the right to grant such requests on the basis of its operational requirements.

14.03 Coffee Breaks

- a) Employees, working full-time hours, shall receive two (2) fifteen (15) minute work breaks, with pay, during each regularly scheduled shift completed; one in the first half of the shift, the other in the second half of the shift.
- b) Other employees shall receive a paid fifteen (15) minute work break during each scheduled working period of four (4) hours completed.

14.04 Overtime and Overtime Rates

Permanent employees who work more than seven (7) hours in any day or more than thirty-five (35) hours in any week, and student **and casual** employees who work

more than eight (8) hours in any day or more than forty (40) hours in any week, shall be paid overtime on the following basis:

Daily Overtime:

- i. for overtime worked up to eleven (11) hours in any one day - time and one-half (1.5x) the applicable basic rate, and
- ii. during the balance of overtime worked on that day - double (2x) the applicable basic rate.

Weekly Overtime:

- i. During the first eight (8) hours of overtime worked in any week - time and one-half (1.5x) the applicable basic rate, and
- ii. During the balance of overtime worked in that week - double (2x) the applicable basic rate.

14.05 Student and Casual Work Scheduling

- a) The University shall post those blocks of work, by classification, that it reasonably expects to be available in the upcoming term, sufficiently in advance of the commencement of each term so that the following procedures can be completed.
- b) **Student and Casual Staff will provide the following information prior to the deadline set out by the University:**

- i. Confirmation of Enrollment (Student Staff only)**
 - ii. A copy of their certifications**
 - iii. Their availability including the maximum amount of hours they are willing to be scheduled during the term**
 - iv. Any days off required within their availability as per (j) below.**
- c) There are three (3) distinct student classifications for scheduling blocks of work:
 - i. Lifeguard/Instructor
 - ii. Shift Supervisor
 - iii. Front Desk Attendant**

To work in the Shift Supervisor classification, an employee must have previously worked in that classification or the employee must be acceptable to the University as a Shift Supervisor.
- d) Operational requirements permitting, blocks of work posted under subsection (a) shall be for a minimum duration of two (2) hours on Monday through Friday during the winter and summer session or during examination periods; and four (4) hours during other times.
- e) Student employees **will be assigned**, in seniority order, for the blocks posted above.

The University reserves the right to group blocks of work so as to best meet its operational requirements.

Blocks of work including lesson instruction will be clearly identified and scheduled separately as part of the scheduling process.

- f) No employee may **be scheduled** for more than twenty (20) hours per week during the winter session until all other employees have been **scheduled** in seniority order.
- g) The entire **term-based scheduling** process must be completed within two (2) weeks after **the start of the term**.
- h) Employees, who fail to provide **the information in (b)** prior to the scheduling deadline, shall be placed at the bottom the list, seniority or length of service notwithstanding. **The** employee shall not be **scheduled** for that term until all other employees have had opportunity to do so.
- i) The University will use casual employees to supplement the permanent and student workforce by making hours available to casual employees where they are unfilled by permanent or student employees. Where casual employees are offered hours, those hours shall be offered on the basis of their service with the University.

- j) All requests for **days off within the provided availability** for the upcoming term must be submitted prior to **deadline** as outlined in **(b)** above. This does not limit an employee's ability to exercise their rights under Article 14.06(c).

Requests for **days off** will not impact the shifts an employee is assigned during the time the employee is otherwise available during the term.

- k) Student and casual employees may change their original availability once during the first two (2) weeks of every term to address scheduling changes as a result of course modifications or extenuating circumstances.

14.06 Employee Absences

- a) Student and casual employees are required to work all scheduled shifts, unless the employee is sick and/or disabled, or the employee is otherwise unable to do so. Where a student or casual employee is absent because of illness and/or injury, the employee must report by phone or otherwise to their immediate supervisor.
- b) Student and casual employees may request leave from the Manager or designate when the employee is seeking to otherwise miss a shift. Requests for leave shall not be unreasonably denied under this Article, provided that employees involved in

instructional programs shall only be granted leave in exceptional circumstances.

- c) Student and casual employees, who are to be absent from work for reasons other than illness or injury, must arrange for a replacement employee, subject to management approval at least seventy-two (72) hours prior to the starting time of the shift in question or as soon as is reasonably possible. Such requests for employees involved in instructional programs shall only be granted in exceptional circumstances.

14.07 Additional Student and Casual Work

- a) Student and casual employees, who are seeking to work additional hours, shall make this desire known in writing to the Program Coordinator. The Program Coordinator shall maintain a Call List of such employees by classification, based upon availability and in seniority. This Call List shall be posted in the work place and periodically distributed to student employees, to assist them when seeking replacements to work in their stead. Student and Casual employees seeking replacements under Article 14.06(c), shall utilize the Call List, in seniority order, provided that no financial or other liability accrues to the University should the employee fail to do so. Student employees by seniority order, and then casual

employees by length of service, shall be utilized for the purposes of the Call List.

- b) For its part, the University agrees to utilize the Call List when assigning unscheduled work. The University shall endeavour to assign such work to student employees from the Call List, by classification in seniority order and then to casual employees by length of service. The University shall be considered to have met its obligations under Article (c), by phoning those employees, who have indicated they are available to work the shift times in question, at the telephone number so provided, irrespective of whether such call is answered. The University shall record, in writing, when calls are made under this Article.
- c) The above notwithstanding, in cases of emergency (e.g. when there is seventy two (72) hours or less lead time available), the University may take whatever steps it deems necessary to fill the shift(s) in question.
- d) Student and casual employees may, on a without prejudice basis, temporarily remove their names from the Call List or change their original availability, provided the period of such removal or change is for two (2) weeks or greater.

14.08 Cancellation of Student and Casual Work

- a) The University retains the right to cancel previously scheduled student or casual work when operational needs require. The University shall provide as much notice as operationally possible to affected employees, when it does so. Scheduled casual work shall be cancelled prior to the cancellation of any scheduled student work unless doing so would result in an inability to operate the facility.
- b) Where more than one (1) student or casual employee in a classification is affected by the cancellation of work under this Article, the on-call employee(s), if any, working in that classification on the shift(s) in question shall be the first one cancelled, followed by those scheduled employees in that classification and shift, in reverse order of their seniority or length of service, provided that the employees retained have the qualifications, experience skill and ability to do the work remaining.
- c) Student and casual employees, who have previously scheduled shifts cancelled by the University, shall be placed at the top of the Call List by classification and their stated availability, irrespective of their seniority or length of service. When these employees have been offered sufficient work within their classification to replace the cancelled hours, irrespective of whether the

employee accepts such work, their names shall be moved to their normal seniority or length of service position on the Call List.

14.09 Preparation Time

As directed by the University, all time spent by employees in preparation for aquatic instruction and for end of course documentation shall be considered paid time. This includes time spent prior to the commencement of a course planning the curriculum, preparing presentation materials, and completing end of course documentation.

Where preparation time for individual classes is required by the University, employees shall be required to be in attendance and performing preparation work at the time specified by the University.

Preparation time will always be paid at straight-time rates and shall not be considered when calculating the applicability of overtime under Article 14.04. The provisions of this Article do not apply to the teaching of private lessons.

14.10 Conferences, In-service Training & Education/Opportunities

Employees, required by the University to attend conferences, in-service training or other educational opportunities outside of their normal working hours, shall be compensated for so attending at straight-time

rates. In this regard, permanent employees shall receive equivalent time off instead of pay. Employees, who attend conferences or other educational opportunities on a voluntary basis, when the employee is not otherwise scheduled to work, shall not be compensated for the time so spent.

14.11 Shift Premium

All employees shall receive a shift premium of **fifty cents (\$0.50)** per hour for all hours worked between 8:00 p.m. and 11:00 p.m. and **seventy-five cents (\$0.75)** per hour for all hours worked between 11:00 p.m. and 8:00 a.m.

14.12 Weekend Premium

All employees shall receive a shift premium of **seventy-five cents (\$0.75)** for all hours worked between 8:00 a.m. and 8:00 p.m. on a Saturday or on a Sunday.

14.13 Instructor Wage Rate

As per Article 20.02, a new bargaining unit classification was established capturing the instructional duties performed by student and casual Lifeguards/Instructors at the Aquatic Centre.

This new classification resulted in a differentiated wage rate being provided based on the instructional hours worked by employees:

- Upon completion of 125 instructional hours, all Lifeguards/Instructors shall be paid at the Instructor Wage Rate 1.**
- Upon completion of 225 instructional hours, all Lifeguards/Instructors shall be paid at the Instructor Wage Rate 2.**
- Upon completion of 300 instructional hours, all Lifeguards/Instructors shall be paid at the Instructor Wage Rate 3.**

Once achieved, these wage rates will attach to all hours worked in the Lifeguard/Instructor classification. Instructor Wage Rates shall be paid at the employee's current step.

The University shall maintain a list of all instructional hours worked for all Lifeguard/Instructor employees. The list shall be updated and posted at the end of each month, with a copy forwarded to the Union at its request.

ARTICLE 15 – PAID HOLIDAYS

15.01 Entitlement

- a) Permanent employees, who have completed thirty (30) calendar days service since their date of last

hire, shall be entitled to the following holidays, without loss of pay:

New Years Day	Labour Day
Family Day	Truth and Reconciliation Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

plus any other paid holiday that may be declared by the Federal or Provincial Governments.

- b) Permanent employees with less than thirty (30) days' service, student employees, and casual employees shall be eligible for paid holidays in accordance with the *Employment Standards Act* which specifies eligibility if the employee worked fifteen (15) of the preceding thirty (30) calendar days.

15.02 Payment Procedure

- a) When a paid holiday falls during an eligible permanent employee's annual vacation, the employee shall be granted an additional day's vacation in lieu thereof, to be taken in conjunction with their vacation.

- b) When a paid holiday falls on a day when an eligible permanent employee is not scheduled to work, the employee shall not be paid for the holiday, but the employee shall be entitled to another day off with pay in lieu thereof, to be taken at a mutually agreeable time.
- c) When an eligible permanent employee is required to work on a paid holiday, the employee shall be paid at the rate of time and one-half (1.5x) the employee's normal rate of pay for every hour so worked, plus the employee shall receive a day off with pay in lieu of the holiday, to be taken at a mutually agreeable time.

15.03 Eligibility Requirements

- a) Permanent employees shall not be eligible for paid holidays occurring:
 - i. during periods of unpaid leave,
 - ii. when the employee is laid off and on the recall list,
 - iii. when the employee is in receipt of WorkSafeBC payments for the day(s) in question, and/or
 - iv. when the employee is in receipt of Long Term Disability benefits.
- b) Permanent employees, who are laid off after completing thirty (30) calendar days service and

who are recalled to employment during their twelve (12) month recall period, shall be eligible for paid holidays occurring on or immediately after the date of such re-employment.

- c) Permanent employees, who are laid off after completing thirty (30) calendar days service and who are not recalled to employment during their twelve (12) month recall period, must complete thirty (30) calendar days service following their recall in order to be eligible again for paid holidays.

ARTICLE 16 – ANNUAL VACATIONS

16.01 Entitlement

- a) Permanent employees shall be entitled to paid annual vacations on the following basis:
 - i. During the first (1st) calendar year or part calendar year of service: 1.25 days' vacation for each month or part-month greater than one-half worked,
 - ii. During the second (2nd) calendar year of continuous service, up to and including the fifth (5th) calendar year of continuous service: three (3) weeks,
 - iii. During the sixth (6th) calendar year of continuous service, up to and including the

eight (8th) calendar year of continuous service: four (4) weeks,

iv. During the ninth (9th) calendar year of continuous service, up to and including the thirteenth (13th) calendar year of continuous service: five (5) weeks,

v. During the fourteenth (14th) calendar year of continuous service and in each calendar year of continuous service thereafter: six (6) weeks.

b) Student and casual employees shall be eligible for vacation pay in accordance with the *Employment Standards Act*.

16.02 Vacation Scheduling

Each employee's annual vacation entitlement shall be taken as time off in the applicable vacation year (January - December). When two (2) or more employees are seeking to take their vacations at the same time, seniority shall be the determining factor. The University reserves the right to schedule vacations so as to best meet its operational requirements.

16.03 Effect of Termination on Vacation Entitlement

a) When the employment of a permanent employee terminates, the employee's vacation entitlement shall be prorated on the basis of the actual time worked in that calendar year.

- b) When necessary in cases of termination, an adjustment shall be made to the employee's final pay cheque in order to repay the University for any overpayment of vacation previously received by that employee, but not earned.

16.04 Eligibility Requirements

- a) Permanent employees shall not continue to accrue vacation:
 - i. when the employee is on unpaid leave,
 - ii. when the employee is laid off and on the recall list,
 - iii. when the employee is on WorkSafeBC leave longer than twelve (12) months, and/or
 - iv. when the employee is in receipt of Long Term Disability benefits.
- b) Permanent employees returning from an unpaid leave or who are recalled to employment during their recall period, shall have their previous service reinstated for purposes of earning future vacation entitlements.

ARTICLE 17 – SICK LEAVE

17.01 Definition

Permanent employees shall be eligible to use sick leave credits earned under this article when the employee is unable to perform their regular duties because of a bona fide, non-occupational illness or accident.

17.02 Entitlement

- a) Permanent employees, who have completed their probationary period, shall earn annual sick leave on the basis **8.75 hours' sick leave at full pay for each month accumulated service up to a maximum of one hundred and five (105) hours in any calendar year.**
- b) An eligible employee's yearly sick leave entitlement shall be advanced on January 1st. of each year. When any sick leave so advanced is used and the employee involved terminates, for any reason, including layoff, before such sick leave has been earned, an adjustment shall be made to that employee's final cheque to repay such overpayment.
- c) Permanent employees, who are awaiting initial receipt of WorkSafeBC payment for a compensable illness or injury, may utilize their sick leave credits until such WorkSafeBC payment has been received, provided that the employee

turns over to the University all monies received from the WorkSafeBC for the period in question. The employee's sick leave entitlement shall then be credited with the proportionate number of days represented by the amount received from the WorkSafeBC and turned over to the University.

- d) Except for amounts recovered from the Insurance Corporation of British Columbia, employees who recover past wage loss as a result of a third party claim arising from an accident or incident for which another party is liable shall reimburse the University for all sick leave benefits paid to the extent of the amount recovered. Sick leave benefits in the amount recovered 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 legal expenses incurred by the employee to recover that claim.

The provisions of the *Employment Standards Act* are incorporated into this Article such that all employees who do not accrue sick leave above are entitled to up to five (5) paid days of sick leave per year after completing ninety (90) calendar days of service.

The illness and injury leave entitlement in the *Employment Standards Act*, which is currently up to five (5) days, is not in addition to any entitlement that may be accrued in (a) above.

17.03 Sick Leave Bank

Employees shall accrue one hundred percent (100%) of their unused sick leave in any year, for use when the employee suffers a non-occupational illness or injury in subsequent years. The maximum hours of sick leave any employee may accrue under this Article is **one thousand and sixty-four (1064) hours.**

17.04 Proof of Illness

After one (1) week of illness, employees may be required to provide a certificate from a qualified medical practitioner, or to make a formal declaration, certifying that the employee was unable to carry out their normal duties as a result of illness or non-compensable accident.

ARTICLE 18 – LEAVES OF ABSENCES

18.01 Union Business Leave

- a) Upon request to the University, an employee elected or appointed to represent the Union at conventions or to perform any other function on behalf of the Union and its affiliation shall be allowed a leave of absence without pay.
- b) An employee, who is elected or selected for a full-time position with the Union or its affiliates, shall be granted a leave of absence without pay or loss of seniority for a period of three (3) years,

provided in the case of student employees, the employee meets the academic requirements for employment (Article 5.03) following the period of the leave. In order to receive the benefit of this Article, employees must maintain the qualification requirements permitting their return to work following expiration of the leave.

- c) The University shall continue to pay the normal wages, and maintain the benefits where applicable (including pension plan contributions), of employees who are on unpaid leave under subsections (a) or (b) above, provided the Union reimburses the University for the actual cost of so doing.

18.02 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 a 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, spouse, common-law spouse, child, or sibling.

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

parent-in-law, child-in-law, sibling-in-law, grandparent, or grandchild. For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).

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.

In special circumstances resulting from the death of a family member not listed within the provisions of Article 18.02, an employee may request time off without deduction of pay or sick leave or loss of benefits. Should such a request for paid bereavement leave not be approved, the employee or Union may request a review by Human Resources in the manner described in the preceding paragraph.

The additional leave for self-identifying Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted

with the Indigenous community at UBC within 60 days of ratification.

18.03 Jury or Court Witness Duty

- a) A permanent employee who is subpoenaed by the Crown for jury duty, or as a witness for the Crown (not being themselves a party to the proceeding) shall continue to receive their regular pay and benefits, provided that the employee concerned shall deposit with the University any pay rendered for such service other than expenses.
- b) Student and casual employees shall be eligible under this Article for those hours that the employee was previously scheduled to work only, provided that the University shall have the right to provide the student and casual employee with additional equivalent working hours rather than pay in lieu.

18.04 Maternity, Adoption and Parental Leave

Employees shall be entitled to maternity, adoption and parental leave as specified under the “*Employment Standards Act*, Part 6” as amended from time to time.

18.05 Academic Leave

Student employee requests for leave of absence without pay for documented UBC academic purposes (i.e. UBC co-op placement or exchange) shall be granted.

18.06 General Leave

Employees **who have completed their probationary period**, may request a general leave of absence without pay, in writing from the Manager. It is understood that requests for general leave under this Article may be granted at the University's discretion, such requests shall not be unreasonably denied. The University shall maintain the benefits of employees granted leave under this Article, where applicable, provided the employee pays one hundred (100%) of the actual cost of doing so.

18.07 Paid Leave Between Boxing Day and New Year's Day

All permanent 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 the employee is 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.

18.08 Examination Leave

In circumstances where a student employee cannot make arrangements under Article 14.06 to resolve a scheduling conflict with a scheduled examination, the Aquatic Centre will provide a leave of absence without pay for the purpose of sitting the examination.

In such circumstances, the Aquatic Centre shall provide for hours in lieu under the same protocol as set out in Article 14.08(c).

To be eligible under this provision, the employee must have provided the University with as much notice of the scheduling conflict as is reasonable under the circumstances.

18.09 Domestic Violence Leave

In line with the updated legislation, where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to five (5) days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

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

18.10 Indigenous Leave for Ceremonial, Cultural or Spiritual Events

A self-identifying Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to a self-identifying Indigenous

employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under 18.02-Bereavement Leave, as applicable.

Where a self-identifying Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an employee may draw from their available vacation and overtime banks, as applicable.

This Article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 60 days of ratification.

18.11 Religious and Cultural Observance Leave

The Union and University recognize that employees are from a diverse range of cultural and religious backgrounds. In some situations, they may require time away from work for religious or cultural observances.

In the event an employee requires time away from work for cultural or religious observances, they should make their requests to their Manager or Administrative Head of Unit with as much notice as possible. Managers will make every reasonable effort to approve any such requests.

Employees may request to take the time off as an unpaid leave of absence, vacation, banked overtime, a day off with pay for working on a statutory holiday, or by rescheduling their work hours, subject to operational requirements.

ARTICLE 19 – WAGES

The parties agree to amend the wage schedules within the Collective Agreement to reflect the following general wage increases:

January 1, 2023 Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.

January 1, 2024 Increase all rates of pay by a 6.75% general wage increase. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).

January 1, 2025 **Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA*.**

*Please refer to Letter of Agreement #3 - Cost of Living Adjustments.

Copies of current and updated salary scales reflecting all increases shall be available on the UBC Human Resources website at:

<https://hr.ubc.ca/working-ubc/salaries/staff-salaries-job-evaluation/staff-salary-scales>

19.01 Pay Periods

Employees shall be paid on a semi-monthly basis in accordance with Schedule “A” attached to and forming part of this agreement.

All employees shall receive their pay through direct deposit into their bank account.

19.02 Increment Policy

Employees shall normally commence employment at increment Step 1 of the range applicable to their classification. Employees shall thereafter qualify for each additional increment step on the following basis:

- a) permanent employees: after completing one (1) year of service,
- b) student **and casual** employees: after completing four hundred (400) accumulative hours actually worked.

Casual employees who meet the above requirement are entitled to step increments effective January 1, 2024.

ARTICLE 20 – JOB CLASSIFICATIONS/RECLASSIFICATION

20.01 Job Description

The University shall maintain job descriptions for bargaining unit classifications. These descriptions shall be discussed with the applicable employee(s) and the Union prior to finalization.

20.02 New Classification

The University shall prepare a new job description whenever a new bargaining unit classification is created. The Parties shall meet to negotiate the rate of pay for such position(s) and should they fail to agree, the applicable rate of pay may be submitted to the Job Classification Umpire under Article 20.04 of this Agreement for resolution by either party.

20.03 Changes in Classifications

The University shall amend the existing description when a significant permanent change is made to the duties of an existing classification.

Where an employee believes that there has been a significant permanent change made to the duties of their classification, the employee will present a particularized request to the Senior Manager of the Aquatic Centre. The Union may present the request on behalf of the employee, or a group of employees.

The Parties shall meet to negotiate the rate of pay for such position(s) and should they fail to agree, the applicable rate of pay may be submitted to the Job Classification Umpire under Article 20.04 of this Agreement for resolution by either party.

20.04 Job Classification Umpire

The Job Classification Umpire process is intended to be an expedited dispute resolution mechanism for disputes under Articles 20.02 and 20.03.

In keeping with the intended expedited nature, a referral to the Job Classification Umpire shall be accompanied by a detailed statement of particulars that shall serve as the referring party's opening statement. The responding party shall provide a detailed statement of particulars within thirty (30) days of the referral that shall serve as its' opening statement.

The particularized statements shall be forwarded to the Umpire upon receipt of their acceptance of the appointment. It is intended that a hearing before the Umpire shall take no more than one (1) day of evidence. Therefore, the following procedures shall apply:

- 1) Each party shall be limited to a short opening statement for the purpose of providing clarity to their previously submitted statement of particulars.
- 2) The Parties shall endeavor to make limited use of witnesses; however, it is agreed the either party may call a witness(es) to provide evidence as necessary. To the extent necessary to ensure a fair hearing, the normal rules of evidence respecting hearsay or other evidence may be relaxed at the discretion of the Umpire.
- 3) Each party may provide a closing argument. At the option of either party, closing arguments may be made in writing. In the event that either party invokes the option of a written closing argument, the party with the onus of proof shall provide their written argument within seven (7) days of the conclusion of the hearing. The responding party shall provide its closing argument within seven (7) days. Any reply by the referring party shall be provided within a final seven (7) days.
- 4) The decision of the Umpire shall be binding and non-precedential.

The Job Classification Umpire shall be Julie Nichols, **Koml Kandola**, or **Jessica Gregory**.

The Job Classification Umpire shall have the authority to modify the procedures set out above to ensure that the requirements of a fair hearing are met.

ARTICLE 21 – BENEFIT PLANS

21.01 Basic Group Life Insurance and Long Term Disability Plan

All permanent employees will be covered by the Basic Life Insurance Plan on the first day of the month on or after their date of hire. All permanent employees will be required to join the Long Term Disability Plan on the first day of the month following twelve (12) months of employment. 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 permanent employees will pay one hundred percent (100%) of the cost of the Long Term Disability Plan. Following layoff an employee may continue Basic Group Life Insurance coverage at their own expense for a maximum period of twelve (12) months.

21.02 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
- iii. Dental Plan means the Dental Plan which provides Plan “A & B” Basic and Preventative Services and Plan “C” Major Restorative such as Crown and Bridge Procedures and Plan “D” Orthodontic Coverage and are subject to the terms of the plan.

Permanent employees may, upon application, participate in the Medical, Extended Health and Dental Plans from the first of the month on or after their date of employment. The University will pay one-hundred percent (100%) 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. Following layoff employees may continue coverage at their own expense for a maximum period of twelve (12) months.

21.03 WorkSafeBC Benefits

A permanent employee whose claim for WorkSafeBC temporary disability benefits is accepted by the WorkSafeBC, shall assign all monies received from WorkSafeBC to The University and the University

shall pay the employee's approximate regular net pay calculated on their rate of pay as an advance against WorkSafeBC disability benefits. If the WorkSafeBC disallows the employee's claim, or if the employee has not had their WorkSafeBC claim accepted, the University will pay regular salary to the employee until the employee's Sick Leave is exhausted. Thereafter the employees may choose to continue their regular salary by use of any other credits owing.

Where a permanent employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the University.

21.04 UBC Staff Pension Plan

All eligible permanent 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 is 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.

ARTICLE 22 – HEALTH AND SAFETY

22.01 Health and Safety Committee

The University shall maintain safe working conditions and shall establish a joint Health and Safety Committee

pursuant to the *Workers' Compensation Act* and Regulations.

22.02 Health and Safety in the Workplace

The Health and Safety Committee shall assist in creating a safe and healthy workplace, assist with employee concerns relating to health and safety, promote compliance with applicable rules and regulations, educate employees in performing their work in a safe manner, and encourage employees to participate in promoting and improving workplace safety procedures and practices.

In accordance with the WorkSafeBC *Occupational Health and Safety Regulations*, employees have the right to work in a safe workplace and be told if the work performed may be dangerous, and be provided with the necessary training to protect themselves from any dangers at work. An employee has the right to not perform work if the employee believes there is a risk of harm or accident. An employee, who has a health or safety concern at work, should let their supervisor know immediately. If the supervisor does not provide a satisfactory answer, or attend to the problem, the employee(s) should discuss it with the manager, the safety committee or a union representative. If the employee believes the problem or concern persists, the employee shall contact WorkSafeBC.

No employee will be disciplined for having reported a health or safety concern or choosing to not perform

particular work because the employee believes a risk of harm or accident exists.

To learn more about workplace safety, employees can contact UBC Safety and Risk Services or their Union.

22.03 Health and Safety Committee Training

Union members of the Health and Safety Committee shall be entitled to time off from work without loss of pay or seniority, to attend approved educational courses and seminars sponsored by the University, government agencies or the Union for instruction and upgrading on health and safety matters.

22.04 Committee Member Pay Provision

Time spent on site during regularly scheduled hours of work, by Union members of the Health and Safety Committee, in compliance with the Act, shall be considered as time worked and paid at straight-time rates by the University.

22.05 Injury Pay Provision

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the balance of their regularly scheduled hours that day, unless a doctor or nurse states that the employee is fit for further work on that shift.

22.06 Medical Emergency Transportation

When an employee of the Aquatic Centre requires medical treatment due to a workplace medical emergency, transportation to the nearest hospital will be provided at the University's expense.

22.07 Critical Incident Stress

In the event of a critical or traumatic incident in the workplace, the University shall ensure that affected employees are provided counselling and/or debriefing services as necessary and appropriate. Leave for such services will be without loss of pay.

ARTICLE 23 – TECHNOLOGICAL AND OTHER CHANGE

23.01 Technological and Other Change

The Parties shall be bound by the provisions of section 54 of the *Labour Relations Code* with respect to the introduction of technological or other changes in the workplace.

ARTICLE 24 – CONTINUATION OF ACQUIRED RIGHTS

24.01 Continuation of Acquired Rights

If any law existing at the time of execution of this Agreement is amended, or a new law or regulation is

enacted or proclaimed following execution of this Agreement, with the result that any aspect of this Agreement is invalidated or disallowed, that aspect of the Agreement shall be re-opened for negotiations. If there is no agreement between the Parties on this issue, the matter shall be resolved by arbitration. The balance of the Collective Agreement shall remain in full force and effect.

ARTICLE 25 – GENERAL CONDITIONS

25.01 Proper Accommodation

The status quo, in effect at the execution of this Agreement, shall continue for the life of this Agreement regarding accommodation provided for employees to have their meals and to store and change their clothes.

25.02 Bulletin Board

The University shall provide a Bulletin Board in the Staff Room upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.03 Recertification

Permanent and student employees who have accumulated four hundred (400) hours of work who require recertification shall be allowed to attend already scheduled certification clinics held at the UBC Aquatic Centre at no cost, provided space is available. Once an

employee's registration has been confirmed, that employee will not be displaced except if the course is cancelled. Employees wishing to attend re-certification sessions held at the UBC Aquatic Centre must provide the University with all current aquatic awards, including photocopies, in order to participate in any such session. It is understood that attendance at these sessions by employees is not considered as time worked.

In addition to the above, the UBC Aquatic Centre will host a minimum of two (2) National Lifeguard recertification clinics, and two (2) Standard First Aid & CPR-C recertification clinics per year, specifically for staff who have accumulated four hundred (400) hours of work, to attend. A minimum of six (6) participants must be registered in order for the National Lifeguard recertification clinic to run as per Lifesaving Society program standards.

25.04 Clothing Allowance

A clothing and equipment allowance of **one hundred and fifty (\$150)** per year will be granted to permanent employees to defray the cost of purchasing clothing and/or equipment the employees are required to use at work, provided the employee provides the University with the required proof of purchase.

The University shall provide uniform shirts to all employees who are required to wear the same. Such uniforms shall remain the property of the University. In

the event of damage or disrepair, the uniform shall be replaced, as required, on a one-for-one basis with a suitable replacement.

25.05 Tuition Fee Benefit

On completion of the probationary period, a permanent 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 UBC Extended Learning 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 of six (6) credits (formerly 3 units) in the University Calendar.

Tuition fees shall be waived, but the permanent 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.

This benefit may be transferred in full or in part to the eligible permanent employee's spouse or dependent child to take or audit credit courses to a maximum of twelve (12) credits per year.

25.06 Personal Electronic Devices

Employees shall not be required to use their own personal electronic devices while performing their work.

ARTICLE 26 – CONTRACTING OUT SPECIALTY INSTRUCTION

26.01 Contracting Out Specialty Instruction

The University reserves the right to continue its past practice of contracting with external sources for the provision of specialty instruction, when no existing employee with the required qualifications, experience, skill and ability is readily available to perform such work. It is understood that all employees may put their name forward to provide specialty instruction.

26.02 Specialty Instruction Limitations

Without limiting the generality of the foregoing, the University shall not be required to utilize employees for specialty instruction when:

- a) it reasonably believes the success of the program or course in question requires a particular external instructor,
- b) overtime rates would apply. It is understood that overtime rates would not apply when a permanent employee is selected as a contractor.

26.03 Union Notification

The University shall notify the Union on each occasion that it contracts with an external source for specialty instruction under this article. The University shall discuss its use of any particular external specialty

instructor with the Union, at its request, prior to the commencement of the instruction.

26.04 Application of Increment Policy

The hours worked by employees in performing specialty instruction under this article shall be counted as time actually worked for the purpose of earning increments under Article 19.02.

26.05 Rates of Pay

The hourly rate of pay to apply when existing employees perform specialty instruction shall be mutually established by the Parties on a case by case basis, based upon the nature of the instruction involved. Should the Parties fail to agree on any such rate, the employee(s) involved shall be paid fifty cents (\$0.50) per hour above their normal rate while performing the instruction in question.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding for thirty-six (36) months, effective **January 1, 2023 and expiring December 31, 2025** and shall continue from year to year thereafter unless terminated by either the Union taking legal strike action or the University taking legal lockout action.

Either party desiring to propose changes to this agreement shall, within the one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement. If neither party gives such notice, it will be deemed to have been given thirty (30) days prior to the termination date of the Agreement.

Signed this 28th day of March, 2023 in the City of Vancouver, British Columbia.

Sabriena Aujla

For the University of British Columbia

David Lance

For CUPE Local 116

SCHEDULE “A” EFFECTIVE JANUARY 1, 2023

**Monthly rate provided for reference based on 152 monthly hours.

Job Classification	Step 1	Step 2	Step 3
Administrative Clerk			
Hourly	\$24.96	\$25.55	\$26.13
Monthly	\$3,794	\$3,884	\$3,972
Head Guard			
Hourly	\$25.83	\$27.45	\$29.19
Monthly	\$3,926	\$4,172	\$4,437
Shift Supervisor			
Hourly	\$23.19	\$23.97	\$24.78
Monthly	\$3,525	\$3,643	\$3,767

Job Classification	Step 1	Step 2	Step 3
Lifeguard/Instructor No Instructing Hours			
Hourly	\$19.56	\$20.32	\$21.10
Monthly	\$2,973	\$3,089	\$3,207
Instructor Wage Rate 1 *125 Instructing Hours	1b	2b	3b
Hourly	\$20.54	\$21.34	\$22.16
Monthly	\$3,122	\$3,244	\$3,368
*125 Instructing hour rates are based on an additional 5% of the Lifeguard rates			
Instructor Wage Rate 2 *225 Instructing Hours	1c	2c	3c
Hourly	\$21.03	\$21.84	\$22.68
Monthly	\$3,197	\$3,320	\$3,447
*225 Instructing hour rates are based on an additional 7.5% of the Lifeguard rates			

Job Classification	Step 1	Step 2	Step 3
Instructor Wage Rate 3	1d	2d	3d
*300 Instructing Hours			
Hourly	\$21.52	\$22.35	\$23.21
Monthly	\$3,271	\$3,397	\$3,528
*300 Instructing hour rates are based on an additional 10% of the Lifeguard rates			
Front Desk Attendant	January 1, 2023 – May 31, 2023		
Hourly	\$16.42	\$17.15	\$17.86
Monthly	\$2,496	\$2,607	\$2,715
Front Desk Attendant	June 1, 2023 – December 31, 2023		
Hourly	\$16.75	\$17.51	\$18.25
Monthly	\$2,546	\$2,662	\$2,774

SCHEDULE "A" EFFECTIVE JANUARY 1, 2024

**Monthly rate provided for reference based on 152 monthly hours.

Job Classification	Step 1	Step 2	Step 3
Administrative Clerk			
Hourly	\$26.64	\$27.27	\$27.89
Monthly	\$4,049	\$4,145	\$4,239
Head Guard			
Hourly	\$27.57	\$29.30	\$31.16
Monthly	\$4,191	\$4,454	\$4,736
Shift Supervisor			
Hourly	\$24.76	\$25.59	\$26.45
Monthly	\$3,764	\$3,890	\$4,020

Job Classification	Step 1	Step 2	Step 3
Lifeguard/Instructor No Instructing Hours			
Hourly	\$20.88	\$21.69	\$22.52
Monthly	\$3,174	\$3,297	\$3,423
Instructor Wage Rate 1 *125 Instructing Hours	1b	2b	3b
Hourly	\$21.92	\$22.77	\$23.65
Monthly	\$3,332	\$3,461	\$3,595
*125 Instructing hour rates are based on an additional 5% of the Lifeguard rates			
Instructor Wage Rate 2 *225 Instructing Hours	1c	2c	3c
Hourly	\$22.45	\$23.32	\$24.21
Monthly	\$3,412	\$3,545	\$3,680
*225 Instructing hour rates are based on an additional 7.5% of the Lifeguard rates			

Job Classification	Step 1	Step 2	Step 3
Instructor Wage Rate 3 *300 Instructing Hours	1d	2d	3d
Hourly	\$22.97	\$23.86	\$24.77
Monthly	\$3,491	\$3,627	\$3,765
*300 Instructing hour rates are based on an additional 10% of the Lifeguard rates			
Front Desk Attendant			
Hourly	\$18.41	\$19.23	\$20.02
Monthly	\$2,798	\$2,923	\$3,043

Letter of Understanding #1 Overpayments

In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee that is under five-hundred dollars (\$500), and such error has been made in good faith, the University shall be entitled to recover any overpayment under the following conditions:

- 1. Where the error has been reported by the employee, and the University confirms the amount(s) owing to the employee; or, where the University discovers the error and a detailed breakdown of the error is given by the University to the affected employee as soon as practicable.**
- 2. Unless the employee proposes an alternative payment plan, the installment amounts will be made by payroll deduction on the following basis:**
 - a) For employees earning less than one thousand dollars (\$1,000) per pay period, the maximum amount deducted per pay period shall be twenty-five dollars (\$25);**
 - b) For employees earning more than one thousand dollars (\$1,000) but less than two thousand dollars (\$2,000) per pay period,**

the maximum amount deducted per pay period shall be fifty dollars (\$50);

c) For employees earning more than two thousand dollars (\$2,000) per pay period but less than three thousand dollars (\$3,000) per pay period, the maximum amount deducted per pay period shall be seventy-five dollars (\$75);

d) For employees earning more than three thousand dollars (\$3,000) per pay period, the maximum amount deducted per pay period shall be one hundred dollars (\$100).

3. In the event that the overpayment exceeds five-hundred dollars (\$500), the parties agree that every effort will be made to reach an agreement on repayment terms within thirty (30) calendar days.

4. When an employee disputes that an overpayment occurred, or the amount owing, recovery shall not be made under this letter.

5. Any grievance filed relative to this LOU will be heard at Step 3 and referred to Expedited Arbitration.

6. In the event that the employee leaves the employment of the University before the University is able to fully recover an overpayment, the University shall be entitled to

make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.

- 7. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the University.**

This Letter of Understanding does not apply where the overpayment results from an act of bad faith or other culpable action.

Dated: March 20, 2023

For the University

“Sabriena Aujla”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

Letter of Agreement #1

New Scheduling Practices Working Group and Trial Period

The University and Union share concerns regarding scheduling and staffing levels at the Aquatic Centre and have committed to work together to make every reasonable effort to constructively address those concerns.

The parties agree to create a Scheduling Practices Working Group to implement new or different scheduling practices on a trial basis in order to address concerns from both parties regarding student and casual employee scheduling, to better meet community partner commitments, to balance student and casual employee obligations, and to reduce the administrative burden of current scheduling practices. The establishment, implementation and oversight of any trial period will fall under the purview of the working group.

The working group will have a maximum of four (4) representatives from each side. It is also understood that from time to time, additional resource people over and above the four (4) representatives may be required to attend. The working group shall meet every two (2) months or more often as necessary.

The working group will also review the call list process for additional student and casual work as set out in Article 14.07 of the Collective Agreement, with the

intent of streamlining and improving the effectiveness of the processes set out.

Within 60 days of ratification, the working group will establish the criteria that will be used to assess the success of the trial period. The trial period will be introduced in a phased approach over the course of a year (concluding in August 2024) in order to assess its impact and effectiveness across different academic sessions.

As phases are implemented, the Department will provide all the necessary information in order for the working group to assess their impacts and efficacy. Accordingly, the Department will update the working group regarding the status of implemented initiatives.

The scheduling practices implemented during the trial period will be guided by the following principles:

- The Aquatic Centre is primarily a student centered employment facility. Accordingly, students' academic needs, commitments and schedules must be respected.**
- Weekend and Instructional work are necessary components of working at the Aquatic Centre.**
- Student and casual employees will be asked to submit their availability which will include availability for lesson instruction.**
- When student and casual employees provide availability, they will also be provided with the opportunity to identify any scheduling**

restrictions, including limits to the number of hours they can work and any other special considerations.

- **Schedules will be assigned in accordance with the availability provided, in seniority order, accommodating any identified scheduling restrictions, considerations or limitations.**
- **Unless unable due to special circumstances, student and casual employees will be expected to commit to working a minimum of eight (8) hours per week.**
- **Student and casual employees will also be encouraged to provide availability for weekend work (the weekend being from Friday at 4:00 p.m. through to Sunday at close).**
- **Student and casual employees who prefer to regularly work weekend shifts will continue to be scheduled as such.**
- **Student and casual employees who do not provide four (4) consecutive hours of availability over the weekend, will be scheduled for weekend shifts on a rotational basis. Student employees may, in seniority order, indicate which weekend days (of Friday, Saturday, Sunday) they prefer to be scheduled in the rotation. These shifts will generally be four (4) hours in duration.**
- **If a student or casual employee identifies a maximum number of hours they wish to work,**

their scheduled hours of work cannot exceed that maximum. The inclusion of any scheduled weekend rotation shift cannot exceed the stated maximum. For greater clarity, student and casual employees' stated maximum hours of work can only be exceeded by employee choice.

- A commitment from the Aquatic Centre to review and revise the volume and distribution of the facility programming schedule.

A preliminary implementation of these new practices will occur for Summer Term 2 2023, followed by a review by the working group, along with any proposed adjustments to scheduling practices for the trial period. The parties agree to review availability provided by student and casual employees, and where necessary, to trial minimum standards of availability. At the conclusion of the trial period, the Department will make recommendations to the working group regarding any permanent changes to scheduling practices, including the potential establishment of a minimum standard of availability. The parties agree that any such permanent changes to the scheduling practices are subject to mutual agreement.

Dated: March 28, 2023

For the University

“Sabriena Aujla”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

**Letter of Agreement #2
Targeted Wage Adjustment – Front Desk
Attendants**

In recognition of the low wage rate of the Front Desk Attendant classification relative to other classifications in the Collective Agreement, the University will provide a wage adjustment to address such.

The adjustment will be made effective January 1, 2024 in the amount of \$0.50/hour for all positions in the Front Desk Attendant classification. This Letter of Agreement does not affect or amend Article 20 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

Dated: March 28, 2023

For the University

“Sabriena Auja”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

Letter of Agreement #3 Cost of Living Adjustments

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the “annualized average of BC CPI over twelve (12) months” in Schedule A of the Collective Agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve (12) months starting from the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve (12) months from March 1, 2021 to February 28, 2022 was 3.4%.

Dated: March 28, 2023

For the University

For the Union

“Sabriena Auila”

“David Lance”

Senior Employee Relations Manager President Local 116

Letter of Agreement #4 Public Sector Wage Increases

- 1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.**
- 2. For the purposes of calculating the general wage increases in paragraph 1:**
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or**

- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;**

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

- 3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective**

agreement savings or grievance resolutions that are agreed to in bargaining.

- 4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.**
- 5. This Letter of Agreement will be effective during the term of this Collective Agreement.**

Dated: March 28, 2023

For the University

“Sabriena Auja”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116