

COLLECTIVE AGREEMENT
between
The University of British Columbia
and
**International Union of Operating
Engineers, Local 115**

Term of Agreement: April 1, 2022 to March 31 2025

TABLE OF CONTENTS

ARTICLE 1	UNION RECOGNITION	2
ARTICLE 2	MANAGEMENT RIGHTS	4
ARTICLE 3	DEFINITION AND JURISDICTION	4
ARTICLE 4	GRIEVANCE PROCEDURE.....	9
ARTICLE 5	ARBITRATION	10
ARTICLE 6	DEFINITION OF EMPLOYEES	11
ARTICLE 7	HOURS OF WORK.....	12
ARTICLE 8	OVERTIME.....	15
ARTICLE 9	VACATIONS	17
ARTICLE 10	STATUTORY HOLIDAYS	18
ARTICLE 11	HEALTH AND WELFARE.....	20
ARTICLE 12	TECHNOLOGICAL CHANGE.....	21
ARTICLE 13	TERMINATION OF SERVICE - DISMISSAL	23
ARTICLE 14	SICK LEAVE	24
ARTICLE 15	MAINTENANCE WORK.....	26
ARTICLE 16	RELIEF IN A HIGHER RATED POSITION	26
ARTICLE 17	SENIORITY	27
ARTICLE 18	RATES OF PAY.....	28
ARTICLE 19	BEREAVEMENT LEAVE.....	28
ARTICLE 20	LEAVE OF ABSENCE.....	29
ARTICLE 21	JURY DUTY	32
ARTICLE 22	HIRING PROCEDURE AND JOB POSTING.....	33
ARTICLE 23	JOINT LIAISON COMMITTEE.....	35
ARTICLE 24	RESPECTFUL WORKPLACE	37
ARTICLE 25	RECYCLING AND WASTE REDUCTION.....	37
ARTICLE 26	TERM OF AGREEMENT	37
APPENDIX "A"		39
RATE OF PAY		39
APPRENTICESHIP PROGRAM.....		40
LETTER OF UNDERSTANDING #1		42
Re: Priority Placement and Employment Equity		
LETTER OF UNDERSTANDING #2		43
Re: Hours of Work		

LETTER OF UNDERSTANDING #3.....	44
Re: Scholarship	
LETTER OF UNDERSTANDING #4.....	45
Re: Hours of Work – Union Meetings	
LETTER OF UNDERSTANDING #5.....	46
Re: IUOE and Management Training Advisory Committee	
LETTER OF UNDERSTANDING #6.....	47
Re: Power Engineering Certificate Training	
LETTER OF UNDERSTANDING #7.....	49
Re: Professional and Skills Development Fund	
LETTER OF UNDERSTANDING #8.....	50
Re: Article 14.03 – Administration of the Sick Leave Bank	
LETTER OF UNDERSTANDING #9.....	52
Re: Minimum Staffing Requirements – Operating Engineers Building Operations	
LETTER OF UNDERSTANDING #10.....	53
Re: Supplemental Employment Benefits	
MATERNITY LEAVE REPAYMENT AGREEMENT (IUOE 115)	55
LETTER OF UNDERSTANDING #11	56
Re: Overpayments	
LETTER OF AGREEMENT #1	57
Re: Cost of Living Adjustments	
LETTER OF AGREEMENT #2	58
Re: Public Sector Wage Increases	

THIS AGREEMENT made and entered into the 9th day of August 2023

Between the

University of British Columbia

And

International Union of Operating Engineers
Local 115

This is the Collective Agreement, made and entered into on the 9th day of August 2023, between the University of British Columbia (hereinafter referred to as the “University”) and the International Union of Operating Engineers, Local 115 (hereinafter referred to as the “Union”), collectively the “Parties”. It establishes the terms and conditions of employment for employees of the University for whom the Union has been certified as the sole bargaining agent.

The *Parties* mutually and expressly acknowledge that the University’s Point Grey Campus is situated upon the traditional, ancestral, and unceded territory of the Musqueam people.

The purpose and effect of this Collective Agreement is to reflect the *Parties*’ mutual interests in:

- 1. fostering a diverse, inclusive, anti-racist, and respectful workplace that reflects the values of the University and the Union;**
- 2. fostering and enhancing a harmonious relationship between the University and its employees;**
- 3. establishing, fostering, and enhancing a collaborative and harmonious relationship between the University and the Union;**
- 4. to provide for orderly and efficient consideration and settlement of all matters of collective bargaining and mutual interest;**
- 5. to provide for orderly and efficient dispute resolution; and,**
- 6. to maintain the efficient *and effective* operation of the University.**

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 UNION RECOGNITION

- 1.00 No employee shall be required or permitted to make any written or verbal agreement with the University or its Representatives which may conflict with the terms of this Collective Agreement.
- 1.01 The University recognizes the Union as the sole bargaining agent for the employees of the University contained in the certified bargaining unit, and shall include temporary employees in the unit.

All employees in this Agreement who are now members of the Operating Engineers' Local must remain so, and all new employees must complete application forms to become a member of the Union during the first three (3) days of employment.

The University will inform all applicants for employment that a condition of their employment is that they become a member of the Union and that they may be terminated should membership not be obtained, and maintained.

- 1.02 The University agrees to notify the Union immediately of all vacancies for all jobs affected by this Agreement including temporary positions. The University further agrees to deduct after seven (7) days of employment, the appropriate dues from all employees for whom the Union has been certified.
- 1.03 All employees shall receive their payment of wages by direct deposit. In accordance with the *Employment Standards Act* – Section 27 all International Union of Operating Engineers, Local 115 members **may obtain information related to their** vacation balance, sick days balance and/or overtime balance **online**.
- 1.04 The University agrees to the monthly check-off of all Union Dues, Assessments, Initiation fees, and written assignments of amounts equal to Union dues as set by the Union from time to time and to pay all such funds deducted to the Union by the 15th day of the month following deduction. Where technical problems arise and the University is unable to forward these deductions by the agreed date, the University shall provide an interim payment. As soon as possible thereafter, the University shall make the necessary adjustments and finalize the dues payment and report.
- 1.05 It shall not be a violation of this Agreement for members of the Union to refuse to cross a legal picket line established by any other union.

A demonstration line is not to be construed as a picket line.

- 1.06 It is understood and agreed by the above-mentioned Parties to the Collective Agreement that members of the International Union of Operating Engineers, Local 115 shall not be required to perform duties normally performed by members of any union(s) certified to represent employees of the University of British Columbia while said other union(s) is/are participating in a legal labour dispute or legal work stoppage with the University of British Columbia.

- 1.07 The University will provide the Union with a bulletin board a size mutually agreed by the parties, in the Building Operations Mechanical shop, the Campus Energy Centre and the Bioenergy Research Development Facility for the posting of Union information.

1.08 **Information Meeting for New Employees**

Each new employee covered by this Agreement shall be given the opportunity to meet in private and discuss the function of the Union with a Shop Steward. Normally these meetings, the duration of which shall not exceed thirty (30) minutes, will take place on the day a new employee commences work, or as soon as practical after that. These meetings shall take place during the employee's normal working hours and attendance will result in no loss of pay or other benefit to either the new employee or the Shop Steward.

1.09 **Status Changes**

Each Department will notify the **Lead** Shop Steward and the Union of any change in the employment status of any employee covered by this agreement, within seven (7) days of the change, or upon request.

1.10 **Outside the Bargaining Unit**

Employees shall not be transferred to positions outside the bargaining unit without their consent. Employees shall not continue to perform bargaining unit work while transferred outside the bargaining unit.

The seniority of employees transferred outside the bargaining unit shall be retained but shall not accumulate during the period of such transfer provided the employees are not outside the bargaining unit an accumulated period of more than **eighteen (18)** months in any **two (2)** consecutive calendar **years**. The University will inform the Union of any transfers.

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

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

1.11 **Union Activity**

An employee shall not be discriminated against because of union activity.

1.12 **Shop Stewards**

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

The University agrees that shop stewards shall be given reasonable freedom of action in carrying out duties proper to that position such as assisting members regarding the interpretation and application of the Collective Agreement, and in investigating disputes and presenting adjustments. In order to provide an orderly and speedy procedure for the settling of grievances, the University acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee who the steward represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

It is further agreed that shop stewards are employed to perform work for the University and that shop stewards will not leave their work during working hours except to perform their duties under this agreement.

When the shop steward is absent from work an alternate shop steward may be appointed by the **Lead Shop Steward** or the Union.

The University shall allow members of the Union Committee time off without loss of pay to attend all meetings arranged between the University and the Union to negotiate the agreement and settle grievance matters.

It is agreed that a shop steward may meet with an employee or divisional head to discuss a grievance during working hours without loss of pay.

It is further agreed that no Union official or Shop Steward shall leave their work without obtaining permission, where reasonably possible, from their Manager (or designate). Such permission shall not be unreasonably withheld. An employee requesting such leave is to provide a brief explanation for the absence.

ARTICLE 2 MANAGEMENT RIGHTS

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

ARTICLE 3 DEFINITION AND JURISDICTION

3.00 a) Classification of Job Descriptions

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

When any position not covered by the wage scale in Appendix "A" of the Collective Agreement is established during the term of this Agreement, the classification and wage rate shall be the subject of negotiation between the University and the Union.

In the event the parties are unable to reach agreement, the University may proceed to post and fill the position on the terms and wage rate last proposed to the Union. The Union may refer the dispute to the Job Classification Umpire pursuant to Article 3.00 c). Should the Union be successful, the remedy shall be retroactive to the date of the posting.

b) Reclassification of Existing Job Descriptions

Where the nature of duties, level of responsibilities and requirements of a position and/or classification covered under the Collective Agreement change significantly or the position is allocated inappropriately, a written request for review may be submitted to the Human Resources Department by the Union or the Department. One (1) copy of such written request must be sent to both the Union and the Department.

A minimum of twelve (12) months must elapse between each reclassification request.

The Union shall complete a reclassification form. This form shall be designed to obtain all relevant information related to the request including the duties and responsibilities the employee(s) is fulfilling which the Union thinks justify a change in classification.

Within twelve (12) weeks of the date Human Resources receives the reclassification request, and all relevant documentation, including documentation from the Department, a letter shall be issued to the Union, and the Department of its decision. The letter shall contain an explanation of the rationale for the decision reached, including factors considered such as complexity, accountability, judgement/decisions, supervision given, contacts, and job requirements.

If the reclassification is not recommended, the letter shall contain the reasons for not recommending the reclassification. A copy of the aforementioned letter as well as any and all supporting documentation relied upon in making the decision shall be forwarded to the Union.

Where the Union is not satisfied with the result of the reclassification, they may appeal to the Director, Total Compensation, Human Resources, within thirty (30) days of being advised in writing of the result. The appeal shall be in writing and shall outline:

- i. Reasons for the appeal;
- ii. The aspects of the original reclassification request result that they disagree with; and,
- iii. New information, if there is any.

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

Within thirty (30) days of the receipt of the decision of the Director Total Compensation, the Union may refer the matter to the Job Classification Umpire.

If an employee's position is reclassified, that employee shall not be placed on probation or be considered to be on a trial period.

A wage increase awarded as a result of reclassification shall be retroactive to the date the reclassification was submitted.

All Job Descriptions either agreed to or awarded shall be signed and dated by the parties.

c) Job Classification Umpire

Any dispute arising from the application or administration of article 3.00 the Arbitrator appointed shall act as the Job Classification Umpire:

In determining a dispute involving rate of pay, the Umpire shall determine the appropriate wage rate considering the following: complexity, accountability, judgement/decisions, supervision given, contacts, and job requirements. The Umpire may decide the case based on best fit or appropriate allocation resulting in work of equal value receiving the same compensation.

The Job Classification Umpire process shall be subject to the following terms and conditions:

- (i) All presentations are to be short and concise and are to include a comprehensive opening statement;
- (ii) The parties agree to make limited use of authorities during their presentations;
- (iii) Documents tabled at the Umpire proceeding shall be exchanged at least five (5) working days prior;
- (iv) The parties will endeavor to make limited use of witnesses which may include a witness to provide expert evidence on compensation and job classification matters. Should a dispute arise between the parties regarding the necessity of witnesses, the matter shall be referred to the Umpire for decision.
- (v) The Umpire may assist the parties in mediating a resolution. Where mediation fails, or is not agreed to by the parties, a decision shall be rendered as contemplated herein;
- (vi) All decisions of the Umpire are to be limited in application to that particular dispute and are without prejudice. These decisions shall not be referred to by either party in any subsequent proceeding. A decision of the Umpire is a final and binding disposition of the particular dispute.
- (vii) The intent is the presentations to the Umpire are normally provided by a designated representative of the Union and a designated representative of the University. In the event legal counsel is retained, notice to the other party is required.

- 3.01 Work of the members of the Union shall comprise all work regularly performed by them and such other work as is usual for the engineers employed in a similar capacity elsewhere and such other work as is set out in the Job Descriptions. **The University will maintain online availability of Job Descriptions and schedules with versioning control for employee access.**

The **Union** has primary responsibility for the steam distribution system at **UBC as well as the heating hot water system within the thermal energy plants.**

3.02 **Student Employees**

The **Parties** recognize the importance of providing employment opportunities to the students of the University. This **Article** confirms that commitment and provides specific language on the subject of student employees.

A “Student Employee” shall mean a bona fide student performing work within the bargaining unit. Unless otherwise addressed in another Letter of Understanding or other formal agreement between the Parties, students may be employed under the following terms:

Students are supernumeraries and shall function as extras on the crew.

A student can be assigned either full time or part time work.

For full time work, a student can be hired for a maximum of four (4) months in any twelve (12) month period.

Any student hired will be paid no less than **eighty-five percent (85%) of the Mechanical Assistant hourly rate of pay** per hour and will pay Union dues.

Students will be exempt from the following provisions of the Collective Agreement:

Exempt:

Articles 6.01, 6.02, 6.03, 6.04, 6.05, 6.06,

Article 7.04

Article 8.03

Article 9 in total

Articles 10.04, 10.06, 10.07, 10.08

Article 11 in total

Article 12 in total

Article 13 in total

Article 14 in total

Article 17 in total

Article 19 in total

Article 20 in total

Article 21 in total

Articles 22.01 **PART A & PART B**

Article 22.02

Article 23.01

Appendix “A”

3.03 Definition and Jurisdiction

- (a) The University shall not contract out services or work where the University has available employees on the payroll that normally provide the work or services.

Subject to the above the University may contract out:

- (i) in an emergency situation and where no employee is available to immediately deal with the emergency.
- (ii) domestic type refrigeration and deep freezes.
- (iii) special refrigeration equipment used for teaching and research.
- (iv) refrigeration equipment for which the University does not have shop equipment and facilities.

Except in emergency situations, the University will notify the Union in writing concerning work to be contracted out at least five (5) days before a final estimate for the work is called for or the contract is awarded. Such notice will identify the type of work to be performed. Should the Union wish to consult or refer the matter to the Joint Liaison Committee, will notify the University in writing within five (5) working days from receipt of the University's notice. The University will be entitled to rely on the Union's response or absence thereof.

It is the intent of the University to utilize its unionized workforce to the full extent possible and not reduce the workforce by contracting out. No employee shall be laid off, suffer a reduction in classification or have recall withheld because of contracting out.

Where work has been contracted out and where employees in the future will be expected to service and maintain the equipment which has been installed by a contractor, the University will provide an opportunity for a current employee(s) to work with, or observe, the contractor in the installation of such equipment.

The University will inform and encourage departments to use the services of Building Operations to perform work where the University has available employees on the payroll that normally provide such work or services.

Issues or disputes, even where a grievance has been filed, may be brought to the Joint Liaison Committee for discussion and resolution.

- (b) In the interest of safety and efficiency, the University will ensure that all contracts or any work, whether performed by University employees or outside contractors, involving stopping or starting of major building systems are communicated in writing to the Head Operating Engineer - Automation or designate.

At the time of shutdowns to the Steam Distribution System and associated equipment, this information will be verbally communicated to the Shift Engineer, Chief Engineer or designate.

Such notice must be given in advance of implementation according to appropriate University shut down procedures. The Head or designate will coordinate implementation of the appropriate University shut down procedures.

3.04 Heads, Sub-Heads and Assistant Chief Engineer

The Union and the University recognize that Heads, Sub-Heads and Assistant Chief Engineers have a right and a responsibility to direct and monitor the work of other members of the bargaining unit.

ARTICLE 4 GRIEVANCE PROCEDURE

- 4.01 Wherever in this Article time is provided for the doing of any act or thing, such time shall be exclusive of Statutory Holidays, Saturdays and Sundays. If a difference arises between the University and an employee, or between the University and the Union, concerning the interpretation, application, administration, operation or any alleged violation of this Agreement, the difference shall be discussed and resolved in accordance with the following procedure. An earnest effort will be made on the part of both parties to settle the dispute promptly.

Where a grievance involving the interpretation or application of the language of the Collective Agreement occurs, or where a group of employees has a Policy Grievance, or the Union or the University has a Policy Grievance, the grievance may commence at Step 3.

4.02 Step 1:

An employee alone, or the employee with his/her shop steward or alternate, if the employee desires such assistance, shall within five (5) working days of the origin of the grievance or within five (5) working days after the employee first becomes aware of the difference, shall discuss the difference with the Management Supervisor.
Should a settlement not be reached then:

Step 2:

Within a further five (5) working days thereafter, the grievance shall be reduced to writing and presented to the Management Supervisor.

Within a further five (5) working days following receipt of the written grievance, the Management Supervisor shall submit a written response to the employee and the Union representative.

Should a settlement not be reached then:

Step 3:

Within a further five (5) working days thereafter, the Union representative, with or without the employee, shall discuss the grievance with the University **Employee Relations representative**.

Within a further five (5) working days thereafter, the University **Employee Relations representative** shall give a written response to the employee and the Union. Should a settlement not be reached then either party may proceed to Arbitration in accordance with Article 5.

4.03 Disciplinary Action Grievable

An employee may grieve disciplinary action taken by the University including letters of reprimand, written censures and disciplinary suspensions. An employee shall be given a copy of any such document placed on an employee's file. The University agrees not to introduce in any hearing any disciplinary document the existence of which the employee was not aware of at the time of filing or within a reasonable time period.

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

4.04 An employee who claims that they have been wrongfully discharged may lodge a grievance within three (3) working days after the actual discharge and such grievance shall be taken up at Step 3 of the Grievance Procedure.

4.05 The time limits under this Grievance Procedure may be waived where mutually agreed.

ARTICLE 5 ARBITRATION

5.01 Any dispute or grievance concerning the interpretation or alleged violation of the Agreement or alleged wrongful dismissal which has not been settled through the Grievance Procedure of Article 4 shall be referred to Arbitration at the request of either party.

5.02 The parties shall appoint a single arbitrator by mutual agreement. Failing mutual agreement within ten (10) working days of referral to arbitration, either party may request the Minister of Labour to make an appointment.

5.03 No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance or dispute, unless mutually agreed to by the parties.

5.04 The Arbitrator shall have the power to settle the dispute, grievance or alleged wrongful dismissal, and the decision of the Arbitrator shall be binding on the parties.

5.05 If the Arbitrator finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the University and the Arbitrator may order that the reinstatement be without loss of pay, and with all the rights, benefits and privileges which the employee would have enjoyed if the lay-off, suspension, or discharge had not taken place.

Provided, however, that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the University pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

- 5.06 Whenever the Union requires the grievor or a shop steward to give evidence before an Arbitrator, then such employee will not suffer any loss of wages.
- 5.07 Each party shall pay for all their own expenses and one half of the expense of the Arbitrator, unless paid by the Labour Relations Board.

ARTICLE 6 DEFINITION OF EMPLOYEES

- 6.01 For the purpose of this agreement a permanent employee shall mean an employee who is hired as such, or an employee who has been employed continuously for a full year. Permanent employees are eligible to participate in the medical plan, the dental plan, the extended medical plan, the pension plan, the group insurance plan upon appointment, and after one year of service, the disability plan.
- 6.02 Temporary employee shall mean an employee engaged in relief work or other temporary work for less than **twelve (12) months**. The Temporary employee shall receive rate of pay plus nine percent (9%) in lieu of benefits for the first three months of continuous employment. After three (3) months of continuous employment a temporary employee shall have the choice of continuing to receive the nine percent (9%) premium in lieu of benefits or being paid the incumbent rate with eligibility for benefits. Full benefits in this context means all benefits with the exception of the Long Term Disability Plan and Pension Plan.

Employees who are hired to support a legislative leave that has a longer duration than twelve (12) months (such as maternity/parental leave or military leave) shall have the length of the temporary status of their employment extended to match the leave.

Such positions, if continuing on a full-time basis for more than **twelve (12) months or the length of the legislative leave the employee is covering**, without interruption, shall be established as a permanent position.

- 6.03 Probationary employees are new employees serving a probationary period to determine suitability. The probationary period will consist of a minimum of three (3) months of accumulated service, and may be extended by written mutual agreement of the parties, provided written reasons are given for requesting such extension. A probationary employee may be terminated for cause during the three months, subject to the grievance procedure.
- 6.04 During the probationary period, all benefits for which the employee is eligible shall apply.
- 6.05 After completion of the probationary period, seniority shall be counted from the original date of employment. Probationary employees are exempt from recall rights under Article 17.

- 6.06 Employees who are transferred or promoted to a new position will serve a trial period to determine suitability. The trial period will consist of a minimum of three (3) months of accumulated service, and may be extended by written mutual agreement of the parties, provided written reasons are given for requesting such extension. Employees who find the position unsatisfactory or are unable to meet the job requirements shall firstly be returned to their previous position or to another position at the same pay grade.

ARTICLE 7 HOURS OF WORK

- 7.01 The standard hours of work for each employee shall be thirty-six (36) hours per week or a mutually agreed equivalent. Standard hours of work shall not exceed eight (8) hours per day and shall be scheduled by mutual consent between the parties, except for all vacancies that come due after this Agreement takes effect. For such vacancies, the University may utilize any of the agreed shift schedules contained within the Agreement based on operational requirements.

If the Union disputes that the shift schedule selected by the University for a new or existing vacant position was based on operational requirements, the Union may refer such dispute to step 3 of the grievance procedure within five (5) working days.

If this dispute is not resolved pursuant to the Step 3 grievance process, the Union may refer the matter to an expedited umpire process within five (5) working days, subject to the following conditions:

- (i) The parties will mutually agree to the appointment of an Umpire who as reasonable availability to accommodate the expedited umpire process. If the parties cannot agree on the Umpire appointment within five (5) working days, either party may apply to the Collective Agreement Arbitration Bureau under the *Labour Relations Code* for the appointment of the Umpire;
- (ii) All presentations are to be short and concise and are to include a comprehensive opening statement;
- (iii) The parties will endeavor to conclude an agreed statement of facts or use limited witnesses;
- (iv) The Umpire may assist the parties in mediating a resolution. Where mediation fails, or is not agreed to by the parties, the Umpire shall render a decision within five (5) working days from the conclusion of the hearing;
- (v) All decisions of the Umpire are to be limited in application to that particular dispute and are without prejudice.

The University may proceed to fill the vacant position in accordance with its selected shift schedule pending the resolution of any grievance or expedited umpire process initiated under this provision. If the university fills the position before the completion of the expedited umpire process, the Umpire will have jurisdiction to order the re-posting of the position or other appropriate remedy in the event the Umpire determines that the shift schedule selected by the University was not based on operational requirements.

The shift schedule shall be deemed as part of the Agreement.

(a) Hours of Work for the Afternoon Shift at Building Operations

The work schedule for afternoon shift shall consist of four (4) shifts of nine (9) hours per day, four (4) days per week (Monday to Thursday and Tuesday to Friday).

The shift will begin at 2:00 pm and end at 11:00 pm.

This afternoon shift will be limited to two (2) Maintenance Engineers and two (2) BMS Engineers being scheduled at any one (1) time.

The two (2) BMS Engineer positions will be new additional positions.

The number of employees working the afternoon shift may be changed by mutual agreement in writing between the parties.

Vacant afternoon shift positions would be posted and filled as per Article 22.

Hours of work for the existing rotating and day shift shall remain unchanged. The classifications to be assigned to the existing rotating and day shift would be based on the University's operational needs.

This sub-Article 7.01(a) that addresses the hours of work for the Afternoon Shift at Building Operations is subject to the terms of article 7.01 above.

7.02 Twelve (12) Hour Rotating Shift

- (i) Hours of work for twelve (12) hour rotating shift employees shall be 6:00 am to 6:00 pm (day shift), and 6:00 pm to 6:00 am (night shift).

The parties agree that employees working the twelve (12) hour rotating shift shall not receive an added benefit or experience a penalty (monetary or otherwise) as a result of working this schedule. Likewise, the twelve (12) hour rotating shift shall not result in additional costs to the employer by reason of the variation from the "standard hours of work" in the Collective Agreement.

- (ii) Employees working the twelve (12) hour rotating shift will be scheduled 156 shifts per year to a maximum of 1872 hours.
- (iii) An employee's shift schedule will consist of 12 shifts per month, on rotation between day shift and night shift with one extra shift added each month to bring the total shifts to 156 per year. These extra shifts (make-up shifts) will be added as dayshifts contiguous with the start of the employee's scheduled dayshift and will be scheduled on a weekday, where possible.
- (iv) The twelve (12) hour rotating shift schedule will be posted and deemed part of the Collective Agreement. Any changes to the schedule will be made in accordance with the notice requirements of Article 7.04.

Each employee will receive a copy of the annual shift schedule in January of each year.

- (v) To ensure the health, safety and welfare of Shift Engineers, they will not normally work more than 12 hours on a continuous shift. It is the responsibility of the University to ensure continuous shift coverage. Only in an emergency or when waiting for a Relief Shift Engineer, for minimum coverage, will an employee work more than 12 hours. Under no circumstances will employees work split or double shifts. Minimum coverage shall be that required to meet BPV Regulations.

- (vi) Meal Breaks and Rest Periods:

Two (2) meal breaks of thirty (30) minutes will be provided during the shift, the first of which is to be taken prior to the 5th hour of the shift, and the second prior to the 10th hour of the shift.

In addition, two (2) rest periods of fifteen (15) minutes will also be provided, the first to be taken midway between the start of the shift and the first meal break, the second to be taken midway between the two meal breaks, or as otherwise approved by the employer.

It is recognized that these breaks are paid in light of the continuing responsibilities assigned to the employees for monitoring all systems and equipment covered by BPV Regulation, and responding to critical and emergency alarms, trouble calls and other situations that may arise during the shift. Where a break or rest period is delayed for one of these reasons, the employee would then take the break or rest period at a convenient time later in the shift. For employees within the Campus Energy Centre and the Bioenergy Research and Demonstration Facility, these breaks will be taken on premises.

- (vii) BRDF and CEC require a Shift Engineer on both dayshift and night shift during planned maintenance shutdowns.
- (viii) A Relief Shift Engineer working 12 hour shifts will be scheduled 13 shifts per calendar month. The Relief Shift Engineer may be assigned to relieve a Shift Engineer's shift on the rotating schedule for absences such as vacation and illnesses/injuries. When not relieving a Shift Engineer, the Relief Shift Engineer will be scheduled Monday to Friday dayshift based on maintenance requirements of the plant. The scheduling shall be done by the Chief Engineer/Assistant Chief Engineer and shall be reasonable to allow for adequate time off between relief coverage. The Relief Shift Engineer shall be scheduled for a maximum of five (5) shifts in a row.
- (ix) A Shift Engineer or Relief Shift Engineer or Operating Engineer, when working a make-up shift, can be asked to cover the shift if the scheduled Shift Engineer calls in sick.
- (x) Changes to the schedule will not be made unreasonably.

7.03 **Nine (9) Day Fortnight**

Employees working the nine (9) day fortnight shall work eight (8) hours per day, scheduled on weekdays, between the hours of 6:00 a.m. and 4:00 p.m. The work period shall be nine (9) days every two (2) weeks scheduled to ensure that the employee receives a regular day off every second Monday or Friday.

- 7.04 (a) An employee when changing a scheduled shift shall not have less than twelve (12) hours between shifts and shall receive forty-eight (48) hours' notice of such change, except for an oil changeover. Should an employee return to work at the request of the University before the twelve (12) hour period, the employee shall be paid overtime rates.
- (b) An employee shall have not less than twelve (12) hours off between shifts. Should an employee return to work before the twelve (12) hour period, the employee will be paid overtime rates for that part of the shift worked that is less than his/her twelve (12) hour break (e.g., 10 hour break – first 2 hours overtime).

7.05 **Hours of Work for Utilities Maintenance Engineers**

The hours of work for Utilities Maintenance Engineers shall be scheduled between 6:00 am and 4:00 pm. Starting times will be subject to operational requirements and the need to provide adequate balance of resources, as agreed by the parties. This shift shall include a one half (1/2) hour unpaid lunch period. Lunch break shall be 11:30 am to 12:00 noon each day.

- 7.06 All employees shall be allowed a fifteen (15) minute rest period approximately mid-way in each half-shift.
- 7.07 The shift differential for employees working an eight (8) hour shift shall be five percent (5%) of basic rate for the evening shift and ten percent (10%) of basic rate for the night shift. The shift differential for employees working a twelve (12) hour shift shall be twelve percent (12%) of their base rate for the night shift (6:00 pm to 6:00 am). No shift differential will apply to the day shift (6:00 am to 6:00 pm).

ARTICLE 8 OVERTIME

- 8.01 All time worked beyond the normal work day shall be considered overtime and shall be paid for at double (2) time. Overtime for rotating shift employees must be authorized in accordance with Article 8.05. Overtime may be banked at the prevailing overtime rate to be taken later as paid time off. Employees will be able to bank a maximum of one hundred and sixty (160) hours which can be carried over from year to year.-Any overtime banked in excess of one hundred and sixty (160) hours will be paid out. Banked time shall be used or paid at the rate at which it was accrued.

For employees working the **twelve (12)** hour rotating shift, one **(1)** banked day shall be paid as twelve (12) hours. For employees working this shift, the maximum bank carried over from year to year is **one hundred sixty-eight (168)** hours.

Employees may apply to the University to carry over an amount greater than the amount listed above for one-year if there is a reason that is acceptable to the University.

It is agreed that employees' banked overtime shall be taken at the employee's option. Every reasonable effort shall be made to accommodate the interests of both the employee and the Department. Banked Overtime balances shall be reported to employees by January 15 of each calendar year. Employees will submit banked overtime requests by February 15 of each calendar year. Requests will be approved and the final banked overtime schedules posted by March 1 of each calendar year. Scheduling of banked overtime shall be on the basis of seniority for all employees during this time.

Requests for banked overtime or changes to the banked overtime schedule after March 1 shall be considered on a first-come first-serve basis, and consent will only be withheld if minimum staffing requirements aren't met. The banked overtime schedule shall be posted and updated as required in the Mechanical Maintenance Shop, at the Campus Energy Center, and at the Bioenergy Research Development Facility.

For employees that make a request for banked time at least thirty-three (33) days in advance of the requested day off, the University will respond to the request at least thirty (30) days prior to the day that is requested off. For employees that request time off within thirty (30) days, but at least five (5) days in advance of the requested day off, the University will respond to the request within three (3) days.

8.02 Overtime shall be computed on a pro rata basis according to pay rates in Appendix "A."

8.03 Any employee called in or called back to work shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

If the call out extends into an employee's scheduled hours the employee shall be paid at the appropriate overtime rates for a minimum of the first four (4) hours worked with the balance of scheduled hours paid at the employee's regular rate of pay.

Any employee receiving a trouble call at home that does not require the employee to leave their home attracts a minimum of two (2) hours pay at appropriate overtime rates. It is understood that multiple calls within a sixty (60) minute period related to the initial trouble call shall not be considered additional trouble calls.

8.04 Where the normal daily hours of work are extended past the end of the shift in excess of a two (2) hour period due to unscheduled overtime continuous with the normal shift, the employer shall provide a meal allowance of twelve dollars (\$12.00) and this shall be repeated every four hours thereafter.

8.05 When shifts are interrupted due to sickness, etc. the mutually agreed upon overtime/call out procedures posted in each of the Campus Energy Centre, Mechanical Maintenance Shop and Bioenergy Research Development Facility shall be followed. *Any changes to these procedures must be mutually agreed upon by the parties.

The following shall apply to those employees working overtime:

- (i) Day shift employees shall receive double time pay for overtime worked and where these hours of overtime extend into the evening shift, then the evening premium shall be paid at single rate.
 - (ii) Evening shift employees shall receive double time pay for overtime worked and premium at single rate. Where overtime extends into the night shift, the night shift premium shall apply at single rate.
 - (iii) Night shift employees shall receive double (2) time rate for overtime worked and premium at single rate. Where overtime extends into the day shift, the night shift premium shall apply at single rate.
- * For the purpose of Operating Engineer, when shifts are interrupted due to sickness, etc., an Operating Engineer shift worker shall be called to work overtime on the initial shift pursuant to the posted Operating Engineer overtime procedure.

ARTICLE 9 VACATIONS

Vacations shall be granted on the following basis:

- 9.01 Each continuing employee shall receive during their first incomplete year of service one and one-quarter (1.25) working days for each month worked prior to December 31 with the right to take days as they are accumulated subject to Article 9.09. Any earned vacation days taken during the probationary period will extend the probationary period accordingly.
- 9.02 Commencing the second (2nd) calendar year of service, three (3) weeks' vacation with pay.
- 9.03 Commencing the sixth (6th) calendar year of service, four (4) weeks' vacation with pay.
- 9.04 Commencing the ninth (9th) calendar year of service, five (5) weeks' vacation with pay.
- 9.05 Commencing with the fifteenth (15th) calendar year of continuous service, one (1) additional day of annual vacation with pay for each additional year of completed continuous service, up to and including eighteenth (18th) years.
- 9.06 Commencing the nineteenth (19th) calendar year of continuous service, six (6) weeks' vacation with pay.
- 9.07 A week's vacation shall be deemed as five (5) standard working days. For employees on non-standard shift patterns (e.g. the Twelve (12) Hour Rotating Shift), vacation entitlement shall be converted to, and managed by, hours where one day equals eight (8) hours.
- 9.08 An employee with ten (10) or more years' service with the University who is eligible for retirement under the provisions of the Staff Pension Plan shall receive, upon binding notice of retirement, an additional nine (9) days' vacation credit for the year in which retirement occurs.

This provision may only be accessed one (1) time in an employee's career at the University (which includes any subsequent re-employment).

It is understood that the above provisions do not apply to employees who have been on long term disability for more than three (3) months immediately prior to their retirement.

The parties agree that this provision forms part of a *bona fide* retirement plan under section 13(3) of the *Human Rights Code*.

- 9.09 Where an employee is eligible for sick leave while the employee is on vacation there shall be, on application, special arrangement made where illness or accident can be proven with the intent not to lose vacation time. In such cases, a doctor's certificate stating specifically the nature of such illness or accident may be required.
- 9.10 It is agreed that employees' annual vacation entitlement shall be taken at the employee's option. Every reasonable effort shall be made to accommodate the interest of both the employee and the Department. **A current seniority list** shall be posted by November 15 of **each** year. Employees will submit vacation requests by December 7 of the prior calendar year. Requests will be approved and the final vacation schedules posted by December 23 of the prior calendar year. Scheduling of vacations shall be on the basis of seniority for all employees commencing this time. Requests for vacation or changes to the vacation schedule after the schedule has been posted shall be considered on a first-come first-serve basis, and consent will only be withheld for valid operational reasons. The vacation schedule shall be posted and updated as required in the Mechanical Maintenance shop, the Campus Energy Centre, and the Bioenergy Research Development Facility.
- 9.11 All continuing employees shall have vacations computed as of their original starting date when qualifying for any vacations over the requirements of the *Employment Standards Act* for all uninterrupted employment.
- 9.12 By mutual agreement between the employee and his/her Manager or designate, an employee may carry over two (2) weeks' vacation, to be taken the following year. Requests to carry-over such vacation will not be unreasonably denied.

ARTICLE 10 STATUTORY HOLIDAYS

- 10.01 Employees shall be paid one (1) day's pay at their regular rate for time not worked for each of the following days:

New Year's Day	Family Day	Good Friday	Easter Monday
Victoria Day	Canada Day	BC Day	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day Remembrance Day	Christmas Day	Boxing Day

and any other day proclaimed by the Federal or Provincial Government.

For employees on a twelve (12) hour rotating shift, Statutory Holidays, shall be calculated and paid in hours on an equivalent basis to a standard shift. As such, employees shall be paid eight (8) hours at their regular rate of pay for time not worked on a Statutory Holiday.

- 10.02 When an employee is required to work on a Statutory Holiday because their shift falls on a Statutory Holiday the employee will be paid three (3) times their regular daily rate of pay. The rate is based on the pro rata basis as stated in Appendix "A" (Monthly Pay Rates) except as otherwise provided under this article.

For employees on a twelve (12) hour rotating shift that work on a Statutory Holidays, they shall be paid double time for all hours of their shift that fall on that calendar day, in addition to their regular Statutory Holiday pay as outlined in 10.01.

- 10.03 When an employee is called in or is called back to work on a Statutory Holiday, the employee will receive three (3) times their regular rate of pay.

- 10.04 When an employee's day off falls on a Statutory Holiday, the employee will be given one (1) extra day's pay or be allowed to bank the day as set out in Article 10.08, or take the day preceding or following the Statutory Holiday off in lieu of that day.
For employees on a twelve (12) hour rotating shift whose day off falls on a Statutory Holiday, the employee will be given eight (8) extra hours' pay or be allowed to bank the hours, as set out in Article 10.08, or take a shift off preceding or following the Statutory Holiday and receive eight (8) hours pay for the Statutory Holiday, and additionally, may draw four (4) hours from their bank

- 10.05 All shift employees shall be compensated for the actual calendar day on which a Statutory Holiday falls. Day shift employees shall recognize the day declared to be the Holiday.

10.06 Special Holidays

A Special Holiday is a holiday declared a holiday by the University for its employees, other than a Saturday, Sunday, Statutory Holiday or day declared by the University to be in lieu of a Statutory Holiday.

- (i) When an employee is required to work on a Special Holiday because their shift falls on the Special Holiday, the employee will have the option of receiving an additional day's pay or another day off with pay.
 - (ii) When an employee's day off falls on a Special Holiday, the employee will receive another day off with pay.
 - (iii) Days off may be accumulated and are to be taken off at a time mutually agreeable to both Parties.
- 10.07 When a Statutory or Special Holiday falls on or is observed during an employee's Annual Vacation, the employee shall be granted an additional day's vacation for each Statutory or Special Holiday so observed.

- 10.08 Statutory Holiday pay may be banked and taken as paid time off at a later mutually convenient time. Banked Statutory Holiday pay will be paid out in accordance with the banked overtime provisions of Article 8.01. Any reasonable request to schedule banked days off for Statutory Holidays worked will not be denied.

Once scheduled there shall be no deviation from this schedule except by mutual consent between the employee and the University.

ARTICLE 11 HEALTH AND WELFARE

- 11.01 It is agreed that an Extended Health Plan shall be made available to qualifying employees on the basis set out under the plan particulars and as agreed between the parties on October 31, 2017.

The University shall pay 100% of the Extended Health Benefits premiums.

Participation in benefits is based on conditions set forth in the respective plans, and eligibility requirements.

- 11.02 It is agreed that a Dental Plan shall be made available to qualifying employees on the basis set out under the plan particulars and as agreed between the parties on October 31, 2017.

Dental Plan coverage includes 100% coverage for basic procedures, 70% coverage for major procedures, and 65% coverage for orthodontic procedures to the maximum amounts set out in the Dental Plan. The cost of the Dental Plan shall be paid 100% by the University.

Participation in benefits is based on conditions set forth in the respective plans, and eligibility requirements.

- 11.03 Eligible employees will join the UBC Staff Pension Plan in accordance with the eligibility rules in the UBC Staff Pension Plan. Participating employees shall make contributions to the UBC Staff Plan at the rates stated in the UBC Staff 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.

- 11.04 The Union may submit any written brief to the Pension Board for their review or consideration.

The University agrees to advise the Union of any substantive changes to the Benefit Plan or Pension Plan prior to implementation.

- 11.05 When employees have medical or dental appointments during an employee's normal day shift hours of work, employees must make a request for leave for such purposes, through their Manager or designate, at least one (1) week in advance of the appointment time, except in emergencies.

Absence of up to one-half shift for an appointment (either medical or dental) in any one (1) month shall not be deducted from pay or sick leave.

11.06 **Boot Allowance**

The University will reimburse permanent employees the amount of two hundred **and fifty** dollars **(\$250.00)** every two (2) years upon proof of purchase of safety shoes or boots purchased by the employee.

11.07 The University will reimburse continuing employees the amount of **fifty** dollars **(\$50.00)** upon proof of purchase of up to one (1) pair of prescription spectacles per year with hard-ex lenses purchased by and for the employee.

11.08 The University will supply and maintain a sufficient supply of clean coveralls of a suitable material.

11.09 The University will provide employees with appropriate tools to do their work.

11.10 **First Aid**

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

- Occupational First Aid Level 1: sixty dollars (\$60.00) per month
- Occupational First Aid Level 2: one hundred and twenty dollars (\$120.00) per month

The University shall pay for the tuition fees of the course.

ARTICLE 12 TECHNOLOGICAL CHANGE

12.01 (a) For the purpose of this article "technological change" shall mean the introduction by the employer of equipment or material different in nature or kind than that previously used or a change in the manner, method or procedure in which the employer carries on their work, undertaking, or business that is related to the introduction of that equipment or material and which change affects the terms, conditions, or security of employment of a significant number of employees. "Technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

(b) The University agrees to notify the Union and affected employed as far as possible in advance but not less than ninety (90) calendar days before the date on which the technological change is to be effected. Such notice shall be in writing and shall state:

- (i) the nature of the technological change;
- (ii) the date on which the employer proposes to effect the technological change;
- (iii) the approximate number and type of employees likely to be affected by the technological change; and
- (iv) the anticipated effect(s) of the technological change on affected employees.

- (c) If the Union wishes to consult on the technological change it shall so notify the University within five (5) working days from receipt of the University's notice. The University will be entitled to rely on the Union's response or absence thereof. Any unresolved dispute between the parties relating to the interpretation and application of this Article may be referred directly to Step 3 of the existing grievance procedure.
- (d) Where applicable and/or practicable, employees who are about to become displaced by and who have received notice of layoff due to technological change will be eligible for retraining to equip them for the operation of such new equipment and procedures. Such retraining shall be at the University's expense and, whenever possible, shall occur during working hours.

If not applicable/ practicable or in cases where the employee on notice chooses not to accept such retraining, the employee has the choice of internal placement into any vacancies occurring in their classification or in a lower classification within the same job category provide the employee has the necessary qualifications or can be expected to have those qualifications following an on-the-job training period not to exceed three (3) months. In case of vacancies outside of their own department, the employee must in order to exercise their internal placement rights notify the Human Resources Department in writing within five (5) working days of publication of the posting of a position into which the employee wishes to be placed. After the five (5) working days have passed the employee's right to internal placement into these vacancies is forfeited.

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

An employee who has been placed in a lower classification or in a position in another department or who has been laid off shall remain on the recall list for their original classification in their original department for a period of twelve (12) months unless that classification has been discontinued.

Employees who at the end of the notice period have not been placed shall inform their department in writing regarding which of the following options the employee has selected:

- (i) layoff with recall rights for twelve (12) months; or
- (ii) termination of employment with severance pay and relinquishment of recall rights.

Selection of one (1) option precludes selection of the other, and failure to make a selection will result in the employee being placed on the appropriate recall list.

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

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

ARTICLE 13 TERMINATION OF SERVICE - DISMISSAL

- 13.01 The University will give continuing employees covered by this Agreement one (1) months' notice or one (1) month's salary in lieu of notice when a continuing employee's services are no longer required.

The amount of notice of termination or pay in lieu of notice of termination shall be determined by the Collective Agreement or the *Employment Standards Act*, whichever is greater.

- 13.02 Any employee may, for cause, be dismissed without notice and, subject to statutory regulations, or, at the discretion of the University, such notice and benefits as the University may authorize, subject to grievance procedure.

- 13.03 Any employee may be subject to immediate suspension for cause, subject to established grievance procedure as outlined above.

- 13.04 Without limiting the generality of the foregoing, when considering the appropriate level of discipline, including suspension or termination, it is agreed that discipline is intended to be corrective and progressive, not punitive, with consideration given to the nature and severity of the misconduct, the employee's work history and any mitigating circumstances, and in accordance with accepted arbitral jurisprudence. Discipline is not progressive in the event of severe misconduct such as warranting termination for cause.

In the case of discipline, suspension and discharge, the burden of proof of just cause rests with the University.

- 13.05 An employee alone, or in the presence of a steward if desired, or a shop steward authorized by the employee, in a form agreeable to the University, shall be entitled to examine the employee's own record file. Upon the employee's request, any written censures, letters of reprimand or adverse reports, shall be removed from the employee's file after the expiration of twenty-four months provided there has been no further infraction. Upon written request photocopies of any documents in the file will be provided to the employee, providing that the employee pays the cost of photocopying.

ARTICLE 14 SICK LEAVE

Continuing employees shall be subject to the following Sick Leave Provisions:

- 14.01 Employees shall accrue ten (10) hours per each month up to a maximum of one hundred twenty (120) hours per year at full pay.
- 14.02 Sick Leave may be accrued up to a maximum accumulation of one thousand two hundred sixteen (1216) hours at full pay.
- 14.03 A sick leave bank will be established to provide paid sick leave entitlement for continuing employees who have exhausted accrued sick leave entitlement. Application for extension of sick leave is made to the Administrative Committee.

The sick leave bank will be administered by a Committee made up of two (2) representatives from the bargaining unit, two (2) members of the University Management and a Chairperson. The Business Manager of the IUOE, Local 115, or his/her designate, will chair meetings of the Administrative Committee. The Chairperson will only vote in the event of a tie vote. Voting results will be confidential to the Administrative Committee.

Upon retiring from the University's employ, an employee's sick leave accumulation shall be assigned to the Sick Leave Bank.

Once an employee has accumulated one hundred and fifty-two (152) days sick leave, credits in excess of the maximum accumulation at the end of the calendar year, shall be assigned to the Sick Leave Bank.

From time to time the Administrative Committee may review sick leave policy and the operation of the sick leave bank and make recommendations to the Union Committee and the University Management Committee regarding the application and use of the Sick Leave Bank.

New employees will not be entitled to draw from the Sick Leave Bank until they have completed one (1) year of service.

A statement of accumulated days in the Sick Leave Bank is to be posted at least twice a year.

It is agreed that new employees shall, after one (1) **years'** service, contribute five (5) days' sick leave to the Sick Leave Bank. **The deduction shall be made January 1 of the calendar year following completion of the employee's first year of service.**

- 14.04 Computation of Sick Leave time will commence from the date of appointment to the "continuing" staff. Posting of credits will take place on January 1st of each year and a list will be submitted to the Union by January 31st each year. In case of severance during the calendar year, overpayment of Sick Leave will be re-paid on the basis of one and one-quarter (1 1/4) days for each month.

- 14.05 Employees on a compensable injury from the Workers' Compensation Board shall receive payment directly from the Workers' Compensation Board.

Effective July 1, 1992, and on notification to the University, employees whose regular net pay is reduced as a result of receiving Worker's Compensation payments (WCB) during absence due to accident while on duty will be paid an amount equal to any shortfall between the payment(s) received from WCB and the regular net pay they would have received for the period. Such employees shall, at the same time, turn over or cause to be turned over to the University, any monies paid or payable to them by the Worker's Compensation Board.

- 14.06 A statement of absence report shall be submitted by an employee upon the request of the University.

Employees shall report by phone, **email or text message**, as directed by the University no later than **two (2) hours** before the start of their shift or as early as reasonably possible to their Manager or designate and, if possible, shall indicate when they expect to return. Employees shall also report by phone, **email or text message, as directed by the University**, once per week of any illness where practicable. **Should email or text not be available to an individual employee, such reports will be made by phone.**

- 14.07 Where employees have accessed their sick benefits or approved allotments from the Sick Leave Bank as a result of injuries sustained due to the negligence or wrong-doing of a third party, the employee shall reimburse the University for all sick leave or Sick Leave Bank benefits recovered, **except for amounts recovered for accident benefits from the Insurance Corporation of British Columbia.**

Sick leave benefits and/or the Sick Leave Bank will be credited upon payment of these monies to the value of the amounts recovered. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified expenses and legal fees incurred by the employee.

The provisions of this Article apply irrespective of the structure of any settlement, including whether the matter was settled in a global or particularized manner.

- 14.08 From time to time, the University may designate certain positions or create assignments for the purposes of rehabilitation. Employees requiring rehabilitation or lighter duties will be assigned to such positions rather than their utilizing sick, workers compensation or long term disability leaves. The duration of an employee's assignment will be less than ninety (90) days or longer if directed by the Workers Compensation Board. Such assignments will be available only to employees with a medical prognosis that they will return to full duties at the end of the assignment.

In order to obtain a medical prognosis, the Manager (or designate) of the rehabilitation position will meet with the employee and provide to the employee the list of duties encompassed by the position. The employee will take this list to the employee's physician. The physician will advise the Manager (or designate) in writing if the employee is capable of undertaking the list of duties and if the employee's prognosis is a return to full duties at the end of the assignment.

Should the physician advise that the employee is not capable of undertaking the list of duties of the assignment, the physician will indicate those duties the employee is capable of undertaking. The Manager will consider other accommodation for the employee.

The employee will receive their regular rate of pay during the rehabilitation assignment.

14.09 Sick Leave Accrual

On an employee's eighth (8th) successive occurrence of sick leave within a calendar year, their subsequent accrual of sick leave shall be reduced by the hours taken on the first day of the absence on the eighth (8th) and successive occurrences.

For the purposes of this provision Dependent Sick Leave will not be considered an occurrence.

For the purposes of this provision recurring absences for regularly scheduled treatment by a qualified medical practitioner of an ongoing or prolonged illness or injury will be considered as one (1) occurrence.

14.10 Dependent Sick Leave

Employees may use up to three (3) accumulated personal sick days in any calendar year for illness of a dependent living in the same residence as the employee. This provision is subject to the employee's maintaining a personal annual accumulation of sick leave credits in excess of twelve (12) days to comply with the Employment Insurance Regulations.

Employees may use up to an additional two (2) sick leave days in any calendar year for such illness provide they have sufficient accumulated sick leave credits carried over from a previous calendar year.

ARTICLE 15 MAINTENANCE WORK

- 15.01 It is agreed that at certain times the **employees of Energy and Water Services** may be employed in repair and maintenance work.

ARTICLE 16 RELIEF IN A HIGHER RATED POSITION

- 16.01 In the event of an employee filling a higher rated position the employee shall be paid the higher rate applicable to that position. If an employee temporarily renders service in a position paying a lower rate of pay, their wages will not be reduced.
- 16.02 Where an absence occurs in a supervisory position in the bargaining unit for a period of one (1) day or more (8 continuous hours or 4 overtime hours), the University will, after consultation with the Union, give consideration to filling the position through a temporary promotion from the appropriate classification.

16.03 Relief for the Chief Engineer Operations

For temporary absences of six (6) weeks or less, the University may replace the Chief Engineer Operations with the Assistant Chief Engineer. The acting Chief Engineer shall remain a member of the Union during this period of coverage and there will be no negative effect on their seniority, etc. The rate of pay earned for this relief coverage shall be the Assistant Chief Engineer rate plus a ten percent (10%) premium.

ARTICLE 17 SENIORITY

- 17.01 In the transfer or promotion of employees, qualification and experience shall be the primary considerations and where such qualifications and experience are equal, seniority will be the determining factor.
- 17.02 Seniority is defined as the length of continuous service with the University within the bargaining unit.
- 17.03 In the lay-off of employees, seniority will be the only factor with lay-offs being based on last laid-off, first re-hired.
- 17.04 An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the University.

An employee shall lose seniority and entitlement to all provisions of this Agreement in the event:

- (i) the employee is discharged for just cause;
- (ii) the employee resigns and does not withdraw the resignation in writing within three (3) days;
- (iii) the employee retires;
- (iv) the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the University, unless such notice was not reasonably possible;
- (v) the employee fails to return to work within seven (7) calendar days following layoff and after being notified by registered mail to do so, unless through illness or injury. It shall be the responsibility of the employee to keep the Department informed of the employee's current address; or
- (vi) the employee is laid off and not recalled for a period longer than twelve (12) months from the last day of employment.

ARTICLE 18 RATES OF PAY

18.01 It is agreed that the rates of pay set forth in the Schedule hereto attached and named Appendix "A" shall prevail and continue during the term of this Agreement.

ARTICLE 19 BEREAVEMENT LEAVE

19.01 An employee shall be granted time off without deduction of pay or sick leave or loss of seniority in the case of death in the family or immediate relatives.

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

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

For employees on non-standard shift patterns the following shall apply:

- i. For employees on a twelve (12) hour rotating shift, a five (5) day bereavement leave is calculated and paid as forty (40) hours granting an employee four (4) consecutive shifts leave, of which the first forty (40) hours will be without loss of pay and benefits and the remaining eight (8) hours may either be drawn from an employee's overtime bank or taken as unpaid leave. A three (3) day bereavement leave is calculated and paid as twenty-four (24) hours, granting an employee two (2) consecutive shifts leave without loss of pay and benefits.
- ii. For employees on other non-standard shifts, a five (5) day bereavement leave is calculated and paid as forty (40) hours without loss of pay and benefits. A three (3) day bereavement leave is calculated and paid as twenty-four (24) without loss of pay and benefits. Should this result in a leave shorter than three (3) or five (5) days, the remainder may be drawn from an employee's overtime bank or taken as unpaid leave.

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

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

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 six (6) months of ratification.

- 19.02 Employees may be granted a one-half (1/2) day without deduction of pay or Sick Leave to attend a funeral as a pallbearer or mourner.

ARTICLE 20 LEAVE OF ABSENCE

- 20.01 An employee may be granted Leave of Absence without pay for personal reasons upon written application to the Department Head, who shall consult with the Department of Human Resources. It is understood that such leave shall not normally exceed six (6) months and will not interfere with the operation of the Department concerned. The University will reply in writing to the Applicant for leave. Such approval shall not be withheld unreasonably.

It is understood that the extension of leave shall be at the sole discretion of the Department Head. Any requests for extension shall be made in writing at least thirty (30) days prior to the expiry of the initial leave. Such discretion shall be exercised reasonably, fairly and in good faith.

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

Seniority shall not accrue during any Leave of Absence without pay under this Article or Article 20.02.

- 20.02 Unpaid leave of absence for University approved education purposes shall be granted by the University provided that satisfactory replacements or work arrangements can be made. Upon successful completion of an approved course, the employee will be eligible to apply for reimbursement of costs related to tuition fees and materials. The University will normally compensate for these reasonable expenses incurred in acquiring training in areas directly relevant/applicable to the duties of the employee's current position or next immediate position.

20.03 Tuition Fee Benefit - University of British Columbia Courses

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

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

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

This benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses to a maximum of twelve (12) credits per year. Hourly paid employees who are eligible for the tuition fee benefit may be eligible for the transfer provisions, provided they have also worked nine hundred and sixty (960) hours over the preceding consecutive twelve (12) months and have not been laid off nor terminated their employment.

20.04 Winter Leave

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

Notwithstanding the above, for employees on a twelve (12) hour rotating shift, **Winter** leave shall be calculated and paid in hours. Three (3) days leave of absence with pay is calculated as twenty-four (24) hours, the equivalent of two (2) shifts.

As such, all employees who are normally scheduled to work shall be granted two (2) shifts' leave of absence with pay to be taken between Boxing Day and New Year's Day unless they are required to work for operational reasons. Employees required to work for operational reasons shall be paid at straight time and granted two (2) shifts' leave of absence with pay at some mutually agreeable time.

20.05 Maternity and Parental and Adoption Leave

Employees are entitled to maternity and parental leave in accordance with the Employment Standards Act and Regulation. Accordingly, employees are entitled to the following:

(a) Maternity Leave

1. A pregnant employee is entitled to up to 17 consecutive weeks of unpaid maternity leave. The maternity leave must start no earlier than 13 weeks before the expected birth date of the child, and no later than the actual birth date. This leave must end no later than 17 weeks after the maternity leave begins.
2. An employee who requests maternity leave after the termination of their pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken as of the date of the termination of the pregnancy and it must end no later than 6 weeks after that date.
3. An employee must apply for maternity leave in writing to their supervisor at least four (4) weeks prior to the anticipated start date of their maternity leave. The University may require a certificate from a medical or nurse practitioner stating the expected or actual birth date.
4. An employee who requests maternity leave is entitled to an additional 6 consecutive

weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's maternity leave ends. A request for additional leave must be made in writing and the University may require medical documentation outlining the reasons for requesting the additional leave.

(b) Parental Leave

1. A parent who takes maternity leave as set out in Article 20.05 (a)(1) is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave. This parental leave must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is 78 weeks of unpaid leave plus any additional maternity and/or parental leave pursuant Article 20.05 (a) (4) and/or 20.05 (b) (4).
2. A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
3. An employee who adopts a child is entitled to up sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
4. An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave. The University may require medical documentation or other evidence of the employee's entitlement to parental leave.
5. If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave. A request for additional leave must be made in writing and the University may require medical documentation or other evidence of the employee's entitlement to this additional leave.

When an employee decides to return to work after maternity, **adoption** and/or parental leave, they must provide the University with at least four (4) weeks written notice of their return. On return from maternity and/or parental leave, the employee shall be placed in their former position. If their former position no longer exists, they shall be placed in a comparable position in their department.

During maternity and/or parental leave, the University will continue to pay for its portion of benefits if the employee continues to pay their portion of benefits.

An employee on maternity and/or parental leave shall not lose seniority **or vacation** entitlements.

Employees on maternity leave who have completed six (6) months (936 hours) of service shall be eligible for the Supplemental Employment Benefits (SEB) plan as described in Letter of Understanding #10 – Supplemental Employment Benefit.

Provided the employee has received the benefit mentioned above, the University will pay to the employee their wages, at the time the maternity leave began during any waiting period for Employment Insurance. If the employee does not apply for, or qualify for, Employment Insurance Benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave.

The parties acknowledge that the intention of this provision is to provide only the statutory minimum entitlements for leaves as required by the Employment Standards Act and/or Regulation. Any future changes to the Employment Standards Act and/or Regulation will be incorporated into this provision in accordance with that intention and deemed effective as of the date of the legislative change.

20.06 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 events(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, Hoobiye, 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 of an Indigenous employee's entitlement to leave under Article 19 – 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 six (6) months of ratification.

ARTICLE 21 JURY DUTY

- 21.01 Employees who are required by law to serve as jurors or witnesses in any court shall be granted Leave of Absence for this purpose. Providing that the employee concerned deposits with the University any pay received, other than expenses, no deduction shall be made for such absence.**

ARTICLE 22 HIRING PROCEDURE AND JOB POSTING

22.01 It is agreed that the following principles in the connection with the filling of vacancies for which the Union is certified will apply as in Part A, except for emergencies as in Part B, as follows:

Part A

1. The Union will be notified immediately when it becomes known that a vacancy has come due or is coming due for both “permanent” and “temporary” positions.

When filling a vacant position, the vacant position shall be first offered by seniority to current staff within the same classification.

2. When the University posts a “permanent” vacancy, notice of such vacant jobs shall be posted for a minimum of five (5) working days on designated job posting boards/bulletin boards in plants and shops. Copies of the posting shall also be given to the **Lead Shop Steward** and the Union office by the department responsible for the posting. **In the event a job posting is not awarded within ninety (90) calendar days from the job posting closing date, an employee who, during the period after which the posting closed and who applied to the original posting, now meets the minimum job requirements will be considered upon notifying the hiring manager.**
3. When making a selection to fill a vacancy the applicants’ qualifications and experience shall be the primary considerations and where such qualifications and experience are equal, seniority shall be the determining factor.

Once a selection or decision has been made, an applicant within the bargaining unit may request an in-person coaching session with the hiring manager where the applicant will be given verbal feedback on the team’s decision, the employee’s qualifications and opportunities for personal development that align with the employee’s desired career path at the University. If the employee is not satisfied with the in-person meeting, the employee may request a written explanation of the University’s decision, which shall be provided within ten (10) days of the request. An employee may choose to skip the in-person coaching session and only request a written explanation of the University’s decision, which shall be provided within ten (10) days of the request.

If no applicants within the bargaining unit have the qualifications and experience to be placed in the vacancy, the University shall consider any **other** applicants in the following order, **with preference provided consistent with the principles established by Article 22.03:**

- a) All other University employees;
- b) Members of the Union; and,
- c) All other external applicants.

4. At Utilities, in the case of “temporary” positions under ninety (90) days, positions shall first be offered by seniority to Utilities staff in the same job description. If the position is not filled, the position will be offered to Utilities staff in the next lower job description provided that the employee has the required qualifications and ability to perform the work. If the position is not filled, it will be posted in accordance with Article 22.01 (3). In the case of emergency, the University may take immediate action to fill the position, but will inform the Union as soon as possible.

22.01 **Part B**

Hiring Procedure – Emergency Staff

1. Emergencies, at Utilities, other than oil change-over shall be deemed to include sickness, accident or Plant breakdown.
2. The Shop Steward shall be notified of staff requirements in the event of emergencies.
3. If an emergency exceeds two (2) days the Shop Seward will be notified.

22.02 **Training and Education**

It is further agreed that the University will:

- (a) Provide opportunities for staff members to take additional qualifying courses, (including basic first aid courses) and,
- (b) Notify the Union and staff members ahead of time if new opportunities are likely to occur in the future.

22.03 **Equal Employment Opportunity**

Parties share a mutual interest in ensuring a workforce which, at all levels, is representative of the diverse population served by the University; and to ensure that individuals are not denied employment, advancement or training opportunities within the University for reasons unrelated to ability to do the job.

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

- (a) **the ability to attract, retain, promote and provide opportunities for qualified candidates from groups that have been historically underrepresented;**
- (b) opportunity for external recruitment and internal advancement consistent with the provisions of article 22.01 to develop a workforce that is representative of the diversity of the people of British Columbia;
- (c) the long term career development and advancement of employees in the bargaining unit; and,
- (d) recognition that the promotion of an apprenticeship program and that the hiring and training of apprentices is in the joint interest of the University and the Union.

The Union and the University agree to work together to:

- (i) Identify and develop initiatives to attract prospective employees from historically underrepresented groups, including consideration or prioritizing apprenticeship opportunities.**
- (ii) Examine, identify and recommend areas within the Collective Agreement wherein initiatives and programs may be undertaken to advance and promote equity, diversity and inclusion for historically underrepresented groups.**

ARTICLE 23 JOINT LIAISON COMMITTEE

23.01 The University will appoint and maintain a Committee to be known as the “Management Committee,” one (1) member of which will be designated “Chairperson.”

The Union will appoint and maintain a Committee comprised of representatives of the Union and persons who are employees of the University, to be known as the “Union Committee.” The members of this Committee shall be the two (2) Shop Stewards elect, and the Business Representative of the Union.

On the request of either Party, the Management Committee and the Union Committee shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Either party may request a special meeting of the Joint Liaison Committee and such meeting is to take place within three (3) days.

The Joint Liaison Committee does not have the authority to discuss or resolve grievances, (except as noted below) arising between the University and the employee(s) concerned, including possible renegotiations relative to this Agreement. The Joint Liaison Committee has the authority to discuss and resolve contracting out issues, regardless of whether a grievance has been filed concerning a specific contracting out matter.

Issues involving contracting out shall be discussed in good faith and all reasonable efforts shall be made to address and resolve such issues. If agreement is reached, such agreement is binding and will be implemented.

23.02 University Health and Safety Committee

The Union will have appropriate representation on the University Health and Safety Committee. The Union will be entitled to one (1) representative to act in accordance with the University Health and Safety Committee’s Terms of Reference. In accordance with its terms of reference, the University Health and Safety Committee advises Local Health and Safety Committees and monitors their effectiveness.

The Union representative will be allowed to attend all University Health and Safety Committee meetings without loss of pay.

The Union representative shall also be granted time off from work by the employer, without loss of pay, to attend educational courses and seminars that have been approved by Risk Management Services (RMS) for instruction and upgrading on health and safety matters.

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

23.03 Cooperation on Safety

The Union and the University shall cooperate in promoting and in improving procedures and practices intended to enhance employee health and safety in the workplace.

An employee must not be subject to disciplinary action because the employee has acted in compliance with this article of the Collective Agreement or an order made by an Officer of WorkSafe BC.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his/her supervisor outside of the bargaining unit. Temporary assignment to alternate work at no loss in pay to the employee until the matter is resolved is deemed not to constitute disciplinary action.
- (c) The supervisor outside of the bargaining unit receiving a report made under subsection (b) must immediately investigate the matter and
 - 1. ensure that any unsafe condition is remedied without delay, or
 - 2. if in his/her opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor outside of the bargaining unit must investigate the matter in the presence of the employee who made the report and in the presence of (1) a IUOE 115 member of the Occupational Health and Safety Committee selected by the employee, or (2) a reasonably available employee who is selected by the Union.
- (e) If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor outside the bargaining unit and the employee or the Union must immediately notify a WorkSafeBC Officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

23.04 Injury Pay Provisions

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

23.05 Transportation of Employees Requiring Emergency Medical Care

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

ARTICLE 24 RESPECTFUL WORKPLACE

The University is committed to providing a respectful work environment free of any adverse discrimination on any of the enumerated grounds set out in the Human Rights Code of British Columbia, as well as a workplace free of harassment. The Parties acknowledge and endorse the University's Respectful Environment Statement, Discrimination Policy, and Sexual Misconduct Policy.

ARTICLE 25 RECYCLING AND WASTE REDUCTION

25.01 The University will provide facilities for the safe reusing or recycling of waste materials generated on the job.

25.02 An employee may refuse to perform work the completion of which would be an offence under provincial or federal environmental legislation.

ARTICLE 26 TERM OF AGREEMENT

26.01 This Agreement shall be effective from the first day of April **2022** and shall remain in force and binding upon the Parties until the thirty first day of March **2025** and from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the first day of March **2025** or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the University give notice of lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

26.02 The Operation of Section 50 (2) and (3) of the *Labour Relations Code* of British Columbia are specifically excluded.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

**ON BEHALF OF THE UNIVERSITY
OF BRITISH COLUMBIA**

Dr. Benoit-Antoine Bacon
President

Buchholz, Marcia
Vice-President Human Resources

Mike Vizsolyi
Executive Director, Employee and Labour
Relations

**ON BEHALF OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115**

Josh Towsley
Assistant Business Manager

Brian Haugen,
Business Representative

Michelle Dey
Business Representative

APPENDIX “A”

RATE OF PAY

Wage Rates for the term of the Collective Agreement shall include the following General Wage Increases:

April 1 2022 Increase all rates of pay by a flat rate of \$0.25 per hour and 3.24% GWI

April 1 2023 Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to COLA LOA*

April 1 2024 Increase all 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 COLA LOA*

Please refer to Letter of Agreement #2 – 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>

Printed copies may be obtained from IUOE 115, UBC Human Resources, or the Manager of the Department or Unit.

1. List of Active Committees:
 - a) Sick Leave Bank Administrative Committee (Article 14.03)
 - b) Joint Liaison Committee – Workplace Issues (Article 23.01)
 - c) University Health and Safety Committee (Article 23.02)
 - d) Training Advisory Committee (LOU #7)

The above list of committees is for informational purposes only.

APPRENTICESHIP PROGRAM

The Training Advisory Committee (TAC) for Building Operations will be responsible for advising and making recommendations with respect to the administration of the Apprenticeship Program for the IUOE Local 115 bargaining unit employees.

Apprenticeship Program:

The University shall establish appropriate apprenticeship programs to meet anticipated needs.

The authority to manage apprenticeships, evaluate performance, and determine the ongoing status of an apprentice shall remain exclusively vested with the University.

For the purposes of this program, an apprenticeship will include both “Red Seal Interprovincial Trade Qualification (TQ)” as an Industrial Mechanic (Millwright) or a Refrigeration and Air Conditioning Mechanic.

Candidates **for a TQ** shall receive the first right of refusal from across the existing **Union members**. If a candidate(s) is still needed, the University may seek a candidate(s) from non-trade qualified employees within **the University units that employ Union members**, and if no applicants are forthcoming, then from applicants within the pre-apprenticeship program at BCIT or other accredited institutions.

The Parties agree that TAC shall consider initiatives that attracts promote and provide apprenticeship opportunities to qualified candidates from groups that have been historically underrepresented.

Apprentices **within a TQ program** will also be encouraged to obtain a 4th Class Power Engineer Certificate of Competency.

Apprentices selected from **within the** bargaining, retain their current rate of pay on the condition the employee continue to work for the University for a period of 36 months from the date of their completed apprenticeship. Upon completion of 36 months of employment, the top-up pay will be considered fully forgiven and there will be no further obligations. It is understood that if the apprentice is demoted, or their employment is terminated or is laid-off during the apprenticeship or before the 36 month period, the employee will have no obligation to repay any of the top-up pay received (top-up pay being the difference between the apprenticeship rate and their current rate). If the applicable apprenticeship percentage exceeds the employees current rate of pay, they will receive the applicable increase.

All other apprentices will be paid at a percentage of the Maintenance Engineer rate as shown in the following table:

Length of Apprenticeship	Month 1-6	Month 7-12	Month 13-18	Month 19-24	Month 25-30	Month 31-36	Month 37-42	Month 43-48	Month 49-54	Month 55-60
5 years	52%	57%	62%	67%	72%	77%	82%	82%	92%	92%
4 years	52%	57%	62%	67%	72%	77%	82%	92%		

Upon completion of their program, all apprentices shall receive the rate of pay **for the classification in which they are performing work.**

The type of positions shall be determined based on operational needs. The required standard of practical and technical ability expected of the apprentice during the program and at the end of the training period will be fully explained to all applicants for the apprenticeship position(s).

The University will provide practical and technical training, experience. Cost for all training in the form of regularly scheduled school training periods will be paid by the University as will all learning guides, and text books required for the apprenticeship program.

As well as practical on the job training and school training periods it is expected that apprentices will complete an appropriate amount of self-training. This training, which normally will consist of reading, studying, guides and books will be carried out on the apprentice's own time.

Training will be on a full-time basis, but the apprentice will, from time to time, be assigned to work alone at jobs which the employee has achieved a satisfactory degree of competency and proficiency. A record of the apprentice's exposure and competency on each major skill area of the trade will be kept in the apprentice's training record book.

The TAC will review the apprentices' practical training and experience progress every three months when the committee meets. The Journey Person(s) responsible for an apprentice shall assist in the apprentice's evaluation. Following which, the apprentice(s) will be advised of their progress, and should their progress be unsatisfactory, they will be so advised in writing. Should the apprentice's progress continue to be unsatisfactory, their apprenticeship will be terminated and they will return to their original classification.

Mike Vizsolyi
For the University

Date
April 19, 2023

Josh Towsley
For the Union

Date
April 19, 2023

LETTER OF UNDERSTANDING #1

Re: Priority Placement and Employment Equity

Further to the principles expressed in Article 23, the Parties support:

- (1) The recruitment and development of a well-qualified and efficient workforce that is representative of the diversity of the people of British Columbia, and
- (2) The training and development of employees to foster career development and advancement.

The parties will cooperate in the identification and removal of barriers which restrict or inhibit people from being employed, advanced or trained. **The parties agree to establish a working group to work towards eliminating typical barriers to hiring experienced by historically underrepresented groups.**

Some examples of typical barriers **to be considered by the working group** are:

- (a) discriminatory attitudes or behavior such as bias, stereotyping and harassment by co-workers, supervisors and managers;
- (b) failure to appreciate cultural differences because of a lack of familiarity with the local cultural values;
- (c) lack of information about opportunities for employment, training, special projects or promotions, etc.;
- (d) physical barriers such as workplaces, facilities, jobs and tools that may need to be adapted for use by individuals from the designated groups;
- (e) systemic barriers such as employment policies, practices and systems which have an adverse impact on designated groups. An example of a systemic barrier is a qualification statement requiring years of experience rather than specifying the type and depth of experience that is needed.

The working group will have equal representation from the University and Union and may make recommendations that include initiatives and programs that would advance and promote equity, diversity, and inclusion for historically underrepresented groups.

Mike Vizsolyi
For the University

Date
April 19, 2023

Josh Towsley
For the Union

Date
April 19, 2023

LETTER OF UNDERSTANDING #2

Re: Hours of Work

Where employees, represented by the shop steward and their department head, director or designate develop a flex schedule that meets operational requirements or has the potential of providing service more effectively, it shall be submitted to the University and the Union at the Joint Liaison Committee for consideration. Where the University and the Union agree, such schedule may be implemented on a trial basis by Letter of Understanding. All necessary variances to the regular provision of the Collective Agreement shall be included in that letter.

It is understood such trial period may be extended by mutual agreement or cancelled by either party with thirty (30) days written notice.

Flex schedule = A work schedule that varies from the regular work schedule by providing employees with a daily and/or weekly range of hours and/or days between which employees would have some flexibility in scheduling their own work day and/or work week according to criteria agreed to by the parties.

Hassib Hasanzadeh
For the University

Date
January 1, 2023

Josh Towsley
For the Union

Date
January 1, 2023

LETTER OF UNDERSTANDING #3

Re: Scholarship

It is agreed between the University and the Union that a scholarship in the amount of \$1000.00 will be established for a student enrolled at BCIT in the fourth class Power Engineering or the Power and Process Engineering program

Eligibility will be based on merit and will be awarded to an individual from a group which traditionally is underrepresented in the industry.

The scholarship will be administered through the Training Advisory Committee.

Hassib Hasanzadeh
For the University

Date
January 1, 2023

Josh Towsley
For the Union

Date
January 1, 2023

LETTER OF UNDERSTANDING #4

Re: Hours of Work – Union Meetings

The University agrees to allow leave of absence from work, with pay, for employees to attend up to four (4) union meetings, to be held after 11:30 AM or later, in each twelve (12) month period of the Collective Agreement, provided the following conditions are met:

1. The University shall be provided with at least fourteen (14) days advanced notice of such meetings;
2. Employees scheduled to be at work that day shall make all necessary arrangements, with their immediate supervisor, to be absent for the period of up to one hour or such additional time as may be agreed upon between the employee and their supervisor. Any additional leave requested beyond the one (1) hour will be without pay;
3. Employee at work at the time of the meeting may be allowed to take up to one (1) hour of paid leave from work to attend such meetings provided the operations of the department are not affected. Where the operations of the department are affected, one (1) employee from each department may be allowed to attend, except where the University is required by the BPVA to maintain minimum staffing levels.
4. The parties agree that the University is not required to schedule additional employees to replace an employee absent as a result of this meeting, or incur any overtime as a direct result of these meetings.

Hassib Hasanzadeh
For the University

Date
January 26, 2023

Josh Towsley
For the Union

Date
January 26, 2023

LETTER OF UNDERSTANDING #5

Re: IUOE and Management Training Advisory Committee

The Parties agree for the duration of this Collective Agreement, the parties will establish a Training Advisory Committee (TAC) to monitor the development, delivery and effectiveness of training such as Apprenticeship Programs (Millwright and Refrigeration), Power Engineer Certificate Training, BMS Training, general technical and BPV equipment training, and any other applicable training. The TAC will discuss, advise and make recommendations on training guidelines, policies, programs and strategies as they affect IUOE Local 115 bargaining unit employees, including the selection and progress of trainees.

The Training Advisory Committee shall be comprised of up to three (3) Union Representatives and up to three (3) Management Representatives.

The Training Advisory Committee shall meet every three months, or as necessary, and be co-chaired by a Management and Union Representative who will jointly be responsible for scheduling meetings, setting the meeting agendas, providing relevant documents, and overseeing the taking of minutes.

After giving consideration to the recommendation(s) of the TAC, the authority to make decisions related to the above shall remain exclusively vested with the University.

Hassib Hasanzadeh
For the University

Date
April 19, 2023

Josh Towsley
For the Union

Date
April 19, 2023

LETTER OF UNDERSTANDING #6

Re: Power Engineering Certificate Training

The Training Advisory Committee (TAC) for Building Operations will be responsible for advising and making recommendations with respect to the administration of the Power Engineering Certificate Training for the bargaining unit employees.

Power Engineer Certificate Training:

When an employee is approved by the University for upgrading training, the University agrees to provide the following training support for the following Power Engineer Certificate Training:

1. Mechanical Assistant to 4th Class Power Engineer Certificate Training
 - TSBC Part A Exam
 - TSBC Part B Exam
2. 4th Class PE to 3rd Class Power Engineer Certificate Training
 - TSBC Part A1 Exam
 - TSBC Part A2 Exam
 - TSBC Part B1 Exam
 - TSBC Part B2 Exam
3. 3rd Class PE to 2nd Class Power Engineer Certificate Training
 - TSBC Part A1 Exam
 - TSBC Part A2 Exam
 - TSBC Part A3 Exam
 - TSBC Part B1 Exam
 - TSBC Part B2 Exam
 - TSBC Part B3 Exam

The employee is required to complete a Technical Safety BC approved course before writing the applicable exam.

The employee shall be granted time off without pay to study for each Technical Safety BC exam, provided there is adequate coverage of their shift and the University does not incur overtime cost as a result. The employee may draw from their bank time or vacation time to cover the time off to study and write the exam.

Upon receiving a passing result in their exam, the employee will have their bank time or vacation time reimbursed up to six (6) days (8 hour days) per exam.

Upon receiving a passing result in their exam, the University will pay the cost of the prescribed examination and tuition fees required of the candidate writing for the Power Engineering

Certificates, including the cost of the course material and books.

Any fees associated with the required renewal of a valid and subsisting Power Engineer Certificate shall be reimbursed by the University.

The TAC will review each Power Engineer's practical training and experience progress every three months when the committee meets. Following which, the Power Engineer(s) will be advised of their progress, and should their progress be unsatisfactory, they will be so advised in writing. Should the Power Engineer's progress continue to be unsatisfactory, their Power Engineer Certificate Training will be indefinitely suspended.

Hassib Hasanzadeh
For the University

Date
May 7, 2023

Josh Towsley
For the Union

Date
May 7, 2023

LETTER OF UNDERSTANDING #7

Re: Professional and Skills Development Fund

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

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

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

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

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

Hassib Hasanzadeh
For the University

Date
January 26, 2023

Josh Towsley
For the Union

Date
January 26, 2023

LETTER OF UNDERSTANDING #8

Re: Article 14.03 – Administration of the Sick Leave Bank

Article 14.03 of the collective agreement provides that “From time to time the Administrative Committee may review sick leave policy and the operation of the sick leave bank and make recommendations to the Union Committee and the University Management Committee regarding the application and use of the Sick Bank Leave”.

Accordingly, the Union Committee and the University Management Committee agree to the following regarding approved access to the Sick Leave Bank as provided in article 14.03.

When a continuing employee is absent due to an illness or injury, has provided sufficient medical information, has exhausted their accrued sick leave entitlement, and has applied in writing to the Administrative Committee for an extension of sick leave pay from the Sick Leave Bank; an employee may be approved by the Administrative Committee to access the Sick Leave Bank to a maximum of six (6) months from the date the employee was disabled and prevented from attending work. The six (6) months is inclusive of an employee first utilizing any of their own accumulated sick leave hours; as well as utilizing thirty sick (36) hours of either earned vacation leave, earned banked time off, or unpaid time off (or any combination thereof) before accessing the Sick Leave Bank in Article 14.03.

To clarify the above, the following scenario is provided:

An employee with add 288 hours of accumulated sick leave at the commencement of a medical absence, has exhausted (or is to exhaust) these sick leave credits, requests access to the Sick Leave Bank to cover a portion of an anticipated six (6) month medical leave (total of 936 hours); may be approved access to the Sick Leave Bank as follows:

1. 288 hours of the employee’s accumulated sick leave (earned at the time the medical leave commenced) to the exhausted first;
2. 36 hours of the employee’s earned vacation, banked time, or taken as unpaid time (or a combination thereof) to be used next; and,
3. 612 hours accessed from the Sick Leave Bank to cover the remainder of the six-month period.

To ensure the Administrative Committee is able to make informed decision to either grant or deny access to the Sick Leave Bank, any employee applying to the Administrative Committee to access the Sick Leave Bank understands that by applying they consent to the University sharing any relevant medical information with the Administrative Committee that an employee has provided to the University substantiating their absence. It is further understood that the Administrative Committee has the employee’s consent to review any subsequent or new relevant medical information provided the University during the period of absence in order to assess the current approval or any extension of approval within the maximum six (6) month period as described above.

In accordance with article 14.03, the Administrative Committee may review this LOU and make recommendations to revise this LOU to the Union Committee and the University Management committee for their consideration and approval.

Hassib Hasanzadeh
For the University

Date
January 26, 2023

Josh Towsley
For the Union

Date
January 26, 2023

LETTER OF UNDERSTANDING #9

Re: Minimum Staffing Requirements – Operating Engineers in Building Operations

Minimum coverage is set out by the People and Process Manager, Building Operations to satisfy the requirements of the TSBC.

The University agrees that the People and Process Manager, Building Operations will communicate the Minimum Staffing Requirements by way of Internal Operating Procedure to all employees.

Further, the University agrees that the People and Process Manager, Building Operations will communicate any changes to minimum staffing requirements at any time that the requirements change.

Mike Vizsolyi
For the University

Date
April 19, 2023

Josh Towsley
For the Union

Date
April 19, 2023

LETTER OF UNDERSTANDING #10

Re: Supplemental Employment Benefit (Article 20.05)

The Supplemental Employment Benefit (SEB) plan is to supplement the Employment Insurance Benefits received by workers for temporary unemployment caused by maternity leave.

- 1. Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan. The University will verify the receipt of EI benefits by requiring the employees to submit proof of benefits.**
- 2. The benefit level paid under this plan is set at ninety-five percent (95%) of the employees' regular weekly earnings; the University will pay the difference between ninety-five percent (95%) of the employee's regular earnings and the amount of EI received by the employee.**

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

- 3. This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.**
- 4. The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.**
- 5. Any period of leave of absence beyond the period of maternity leave set out in the Employment Standards Act shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions.**
- 6. Notwithstanding the provisions of Article 1.00, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of the Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:**
 - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.**
 - b. The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months (936 hours) of return to work.**

7. After completing six (6) months (936 hours) of service following return to work after the leave, the University will pay to the employee five percent (5%) of their wages, at the time the leave began, for the initial waiting period and for the period of time EI benefits were received.
8. An employee may request to receive the SEB plan retroactively after the employee returns to work for six (6) months of service (936 hours) after the leave.

Mike Vizsolyi
For the University

Date
January 26, 2023

Josh Towsley
For the Union

Date
January 26, 2023

MATERNITY LEAVE REPAYMENT AGREEMENT (IUOE 115)

IN ACCORDANCE WITH THE LETTER OF AGREEMENT – ARTICLE 20.05 – MATERNITY LEAVE:

I _____ after consulting with a Union representative or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave wage differential be paid to me during my leave of absence rather than after my leave of absence and agree to return to work and remain at work for a minimum of six months.

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

I understand that if I do not make the required repayment I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University of British Columbia subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received.

Employee Signature Date

The University of British Columbia Representative

IUOE Local 115 Representative*

***This signature implies no liability on the part of the International Union of Operating Engineers, its Local Union 115, or the individual Union Representative.**

LETTER OF UNDERSTANDING #11

Re: Overpayments

In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee, 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, that the University confirms the amounts(s) owing to the employee; or, where the University discovers the error that a detailed breakdown of the error is given by the University to the affected employee as soon as practicable.**
- 2. The instalment amounts will be made by payroll deduction and shall not exceed ten percent (10%) of an employee's gross income per pay period, subject to a minimum of \$100.**
- 3. The maximum number of instalments that may be made pursuant to this Letter of Understanding without further agreement is four (4). Should the amount of the overpayment not be able to be fully satisfied through the operation of this Letter of Understanding, the University and Union will work with the employee to arrive at a mutually agreeable repayment schedule.**
- 4. In the event the employee retires from, or leaves the employ 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.**
- 5. 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.

Mike Vizsolyi
For the University

Date
April 19, 2023

Josh Towsley
For the Union

Date
April 19, 2023

LETTER OF AGREEMENT #1

Re: 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/B/C 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 at 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 prices 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%.

Mike Vizsolyi
For the University

Date
January 26, 2023

Josh Towsley
For the Union

Date
January 26, 2023

LETTER OF AGREEMENT #2

Re: 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 \$.025 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 the LOA. For example, purposes only, combining the 3.74% increase (as it is considered in this LOA) 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 solutions 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.

Mike Vizsolyi
For the University

Josh Towsley
For the Union

Date
January 26, 2023

Date
January 26, 2023