
COLLECTIVE AGREEMENT

between

**THE UNIVERSITY OF BRITISH
COLUMBIA
AQUATIC CENTRE**

and

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

January 1, 2015 - December 31, 2019

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COLLECTIVE AGREEMENT

Between

UBC AQUATIC CENTRE

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 116**

PREAMBLE

The purpose of this Agreement is to establish mutually satisfactory working conditions, wages and benefits for the employees, to maintain collective bargaining relations between the Employer and the Union and to provide for the prompt resolution of disputes.

ARTICLE 1 - MANAGEMENT RIGHTS

1.01

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

1.02

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

ARTICLE 2 - UNION RECOGNITION

2.01 Bargaining Authority

The Union is the sole bargaining authority for all employees of the Employer as set out in the certification as granted by the Labour Relations Board of B.C.

2.02 Union Officers and Committee Members

- a) **Recognition:** The Employer recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to this collective agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.
- b) **Limitation:** The number of Stewards recognized by the Employer shall not exceed three (3) at any one time and the Union shall notify the Employer in writing of the names of these Stewards.
- c) **Access:** An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or designate is first contacted and his/her approval has been received, which approval shall not be unreasonably denied. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.

- d) Union officer and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.
- e) When an employee has been selected by the Union to attend a conference, convention or other union function, the Union will reimburse the Employer for the employee's wages if the Employer replaces the employee on such leave.

ARTICLE 3 - RESPECTFUL ENVIRONMENT

3.01 Respectful Environment Statement

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

3.02 No Discrimination

All employees shall be protected from discrimination on the protected grounds set out in the *Human Rights Code*. These grounds are: race, colour, ancestry, place of origin, marital status, sex, sexual orientation, family status,

physical or mental disability, political belief, religion, age, or unrelated criminal conviction. An employee may not be discriminated against by reason of his or her membership or activity in the Union.

3.03 Bullying and Harassment

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

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

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

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

3.04 Respectful Environment Complaints

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

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

Grievances arising from this Article may be referred directly to Step 3 of the grievance procedure and shall be treated in strict confidence.

In such cases, a bargaining unit member involved in an investigation shall have the right to Union representation. All such matters shall be investigated in a timely manner.

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK OFF

4.01 Membership Requirements

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

4.02 Check-off of Union Dues

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

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

4.03 Transmittal to Union

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

4.04 Year-End Statement of Members' Dues Deductions

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

4.05 Union Orientation Meeting for New Employees

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

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

ARTICLE 5 - DEFINITIONS

5.01

Probationary Employee: is any newly hired employee who has not successfully completed the probationary period under article 11.02.

5.02

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

5.03

- a) Student Employee: is an employee who is currently registered as a UBC student, in a recognized undergraduate course of study for which a minimum of nine (9) credits are to be granted during the academic term in which they are working, or when the employee is working during the summer session, for which a minimum of eighteen (18) credits are to be granted in that academic year, or one who is a registered UBC Graduate Student and is actively pursuing such course of study.
- b) Student employees normally work less than full-time hours in accordance with article 14.05. They normally work a maximum of twenty (20) hours per week during the winter session.
- c) Student employees shall normally be permitted to work for one (1) four (4) month semester period immediately following their graduation. Notwithstanding this, graduating students, who have applied for admission into another recognized full-time UBC program, shall be permitted to work until August 31st. of the year in which they graduate. Graduating students seeking to work until August 31st. under this subsection must provide proof, satisfactory to the Employer, that they have applied for admission into the other recognized program of study.
- d) Student employees shall only be eligible for the terms and conditions of this Agreement where such eligibility is explicitly stated.

5.04

Casual Employee: is a non-student employee hired on an as needed basis to assist or supplement the permanent **and student** work-force in the performance of bargaining unit work. Casual employees shall **serve a three (3) month** probation and shall be eligible only for those terms and conditions of this Agreement where such eligibility has been explicitly stated. The **initial** period of employment for any casual employee shall **be three (3) consecutive calendar months. Should a casual employee be extended beyond three (3) months they shall be considered an ongoing casual employee on a one (1) year renewable term, with the start date for the first term being the first day of the initial period of employment. Renewals are subject to Union agreement. Such agreement shall not be unreasonably withheld.**

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

5.05

Where the feminine gender is used in this Agreement, it shall impart the masculine and where the singular tense is used it shall impart the plural or bodies incorporate.

5.06

For purposes of this Agreement, the term "winter session" means the period commencing with the start of the fall semester in September of each year and ending with the end of the spring semester in April. The term "summer session" means the balance of the calendar year (i.e. all time between

the end of the spring semester and the start of the subsequent fall semester).

ARTICLE 6 - NO STRIKES OR LOCKOUTS

6.01

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

6.02 Picket Lines

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

ARTICLE 7 – WORKING COMMITTEE

- a) The Parties shall form a Working Committee which is a consultation committee pursuant to Section 53 of the Labour Relations Code of BC, comprising a maximum of three (3) representatives appointed by each party.
- b) The Working Committee shall meet as soon as reasonably possible after a request for a meeting by either Party. The purpose and mandate of the Committee is to discuss any matter of mutual interest, however active grievances shall not be discussed by the Committee. The Party requesting a meeting shall inform the other Party of the issues they wish to discuss, and an agenda will be developed prior to the meeting. Only items on this agenda shall be discussed, unless the Parties agree otherwise.

- c) The Working Committee shall meet at a time and place mutually agreed to by both Parties. Where the Committee meets during an employee member's regularly scheduled working hours, the employee's time will not be deducted for attending such meetings and he/she shall be paid his/her regular straight time wages while so attending, as if he/she had continued to work. Time spent attending committee meetings outside of an employee member's regularly scheduled work hours are not considered as time worked.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01

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

8.02

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

8.03

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

8.04 Grievance Procedure

- a) Step 1: When the matter cannot be resolved informally under **Article 8.03**, or where a **grievance is initiated at Step 1 by the Union or University**, the parties shall attempt to resolve the matter through discussion. **Failing settlement of the grievance, the grievance shall be stated in writing and submitted in accordance with Step 2.** Grievances must be initiated under this procedure within fourteen (14) calendar days following the incident-giving rise to the grievance, or within fourteen (14) calendar days after the grievor or the Union first becomes aware of such incident.

- b) Step 2: **Where a grievance is not settled at Step 1, it shall be submitted to the senior manager of the Aquatic Centre or the Union President in writing for resolution. The Union President shall designate a representative for the purposes of investigating and resolving the matter. Should the parties be unable to settle the matter, Step 3 shall be invoked.**

- c) Step 3: When the grievance is not settled within seven (7) calendar days of being presented at Step 2, **the grievance may be referred to Step 3. Any dispute involving discipline, suspension, dismissal, layoff or safety shall receive priority and shall commence at step 3.**

At Step 3, the grievance shall be discussed between the University's Human Resources Department and the Union at a Step 3 grievance meeting. To the extent that the

Step 3 grievance is particularized, the parties shall endeavor to exchange relevant information prior to the grievance meeting. The intent of this proposal is to enable the Union to adequately represent its members and the University to appropriately represent its interests. It is agreed that this provision is not intended to compel exhaustive or complete disclosure and that it does not place a burden on either party that would result in significant or unreasonable delay in the grievance.

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

8.05 Policy Grievances

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

8.06

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

8.07

Employees shall be permitted the necessary time, without loss of pay, to attend to the adjustment of their grievances under section 8.04, provided such adjustment takes place during the employee's normal working hours. If possible, grievance meetings under section 8.04 shall take place during times when the participants would not normally be at work.

8.08

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

ARTICLE 9 - ARBITRATION PROCEDURES

9.01

Within ten (10) calendar days of notice that a grievance is being advanced to arbitration, the parties will attempt to agree on a single arbitrator to hear the matter. Should the parties fail to agree on an arbitrator, either party may request the Minister of Labour to appoint an arbitrator to hear the matter.

9.02

The arbitrator is to be governed by the following provisions:

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

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

9.03 Grievance Settlement

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

- a) A grievance may be submitted for settlement under this section at any step of the Grievance Procedure up to and including referral to Arbitration.
- b) Once a grievance has been referred to this process, the parties shall prepare an agreed statement of facts which shall include the issue

in dispute, the remedy sought, and the respective positions of the parties.

- c) The procedures for this grievance settlement process shall be consistent with those used by officers under Section 105 of the Labour Relations Code, except that their recommendations for settlement shall be binding to the degree necessary to settle the grievance referred to them on a “without prejudice or establishing precedent” basis, unless the parties mutually agree otherwise.
- d) The grievance settlement officer for the purpose of this grievance settlement process shall be selected in consultation with the Director of the Arbitration Bureau.
- e) Any expenses of the grievance settlement officer shall be shared equally between the parties.

ARTICLE 10 - DISCIPLINE/DISCHARGE

10.01

Employees shall not be disciplined or discharged except for just cause. The Employer shall provide those employees, whom it suspends or discharges, with the reasons for such disciplinary action, at the time of taking such action. The Employer shall forward its reasons to the employee, in writing, within three (3) calendar days, with a copy to the Union.

10.02 Right to Have a Steward Present

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

10.03

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

ARTICLE 11 - SENIORITY

11.01

- a) Definition:
- i. Permanent employees - service in the bargaining unit from the initial date of hire as a permanent employee, including service prior to certification of the Union.
 - ii. Student employees - accumulated hours worked in the bargaining unit by

classification, including service prior to certification of the Union. For purposes of calculating student seniority only, the classifications of Lifeguard/Instructor and Shift Supervisor are considered as one classification.

- b) Student employees may only exercise their seniority for purposes of obtaining available work pursuant to article 14 and in applying for permanent vacancies pursuant to section 12.02.
- c) **Casual employees shall not accrue seniority. Their service with the Employer shall be recognized where specifically referenced within the Collective Agreement. A casual employee who secures employment as a student or permanent employee shall have their service with the Employer recognized by receiving seniority credit for the period of casual employment.**

11.02 Probationary Period

All newly hired permanent employees shall be required to complete a three (3) month probationary period. Student employees shall be required to complete a probationary period of sixty (60) accumulated hours actually worked. This probationary period provides an opportunity for the Employer to assess each employee's suitability for continued employment and the Employer reserves the right to terminate the employment of any probationary employee whom it finds unsuitable.

11.03

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

11.04

Employees granted an unpaid leave of absence under this Agreement shall have their seniority "frozen" at the time of taking the leave. They shall not accumulate additional seniority during the period of the leave, save and except leave for Union business under article 18.01 (a) and 18.01(b), when the employee in question shall be credited with the quantum of seniority which would have been earned had the employee continued to work. Employees who resign or whose employment otherwise terminates and who are re-employed within twelve (12) months of such termination, shall be credited with the seniority they had accumulated up to the date of their previous termination.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01

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

12.02

When filling posted vacancies, the Employer shall give primary consideration to the qualifications, experience, skill and ability of the applicants for the

position. When the qualifications, experience, skill and ability of two (2) or more applicants is considered equal, the selection shall be made in the following order:

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

12.03 Trial Period

Permanent employees, who accept promotion into a posted position, shall serve a three (3) month trial period in the new position. During such trial period, the Employer may return an employee, who is unable to satisfactorily perform the duties of the new position, to the position such employee held prior to the promotion, or the employee may, without prejudice, elect to return to his/her former position.

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

Casual employees hired into student or permanent positions shall serve a new three (3) month trial period in the position. Should they

fail to successfully complete this trial period, they may revert to their casual employee status and with service credit for the trial period, provided that their failure to successfully complete this trial period does not represent cause for termination of their employment generally.

ARTICLE 13 - LAYOFF AND RECALL

13.01

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

13.02

- a) Except in cases of strikes, lockouts, or other circumstances beyond its control, the Employer shall notify permanent employees, who are to be laid off, in accordance with the notice requirements of the Employment Standards Act, or successor act.

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

13.03

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

13.04

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

13.05

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

13.06

- a) Laid-off permanent employees on the recall list shall be recalled, in seniority order, to positions for which they have the required qualifications, experience, skill and ability, before new employees are hired or student employees are offered such available hours.
- b) Laid-off permanent Employees shall be recalled on this basis, provided they respond

within forty-eight (48) hours of the initial contact by the Employer.

13.07

- a) The Employer shall specify the time the recalled employee is to report for work.
- b) Employees who fail to respond within forty-eight (48) hours after being contacted by the Employer, or who fail to report for work at the time specified by the Employer, shall have their names removed from the recall list.
- c) Employees, who have sufficient reasons for not responding within forty-eight (48) hours after being contacted by the Employer, or who have sufficient reasons for not reporting for work at the time specified by the Employer, shall be placed at the bottom of the recall list for purposes of future recall.

13.08

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

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 Normal Hours - Permanent and Casual Employees

- a) The normal full-time hours of work for permanent employees shall be seven (7) hours

per day, exclusive of a one (1) hour unpaid meal break, and thirty-five (35) hours per week.

- b) Permanent employees shall receive two (2) consecutive rest days off each week, operational requirements permitting.
- c) Casual employees shall work on an as required basis so as to best meet the Employer's operational needs, provided that the normal hours of work for casual employees shall not exceed seven (7) hours per day or thirty-five (35) hours per week or five (5) days in a calendar week, unless overtime rates apply.

14.02 Normal Hours - Student Employees

- a) Student employees shall be scheduled in accordance with section 14.05 so as to best meet the Employer's operational requirements.
- b) Student employees normally work a maximum of twenty (20) hours per week during the winter session.
- c) During the summer session, student employees may be scheduled to work up to eight (8) hours per day, exclusive of a one (1) hour unpaid lunch break, and up to thirty-four (34) hours per week.
- d) Student employees shall normally receive a minimum of two (2) hours pay for any shift in which they actually commence work. This notwithstanding, student employees may request to work a shift of not less than one (1) hour duration and be paid only for the time actually worked. The Employer reserves the right to grant such requests on the basis of its operational requirements.

- e) **Overtime – Student Employees** In accordance with Article 14.02 (c), student employees may be scheduled to work a maximum of eight (8) hours per day and thirty-four (34) hours per week in the summer session. However, student employees working in the summer session may volunteer to work additional hours at straight-time rates, to a maximum of forty (40) straight-time hours in any week, with the approval of the Union, which approval shall not be unreasonably denied. When two (2) or more employees are seeking to volunteer for the same hours, seniority shall apply.

14.03 Coffee Breaks

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

14.04 Overtime and Overtime Rates

Permanent and casual employees who work more than seven (7) hours in any day or more than thirty-five (35) hours in any week, and student employees who work more than eight (8) hours in any day or more than forty (40) hours in any week, shall be paid overtime on the following basis:

Daily Overtime:

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

Weekly Overtime:

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

14.05 Student and Casual Work Scheduling

- a) The Employer shall post those blocks of work, by classification, that it reasonably expects to be available in the forthcoming semester, sufficiently in advance of the commencement of each semester so that the following sign-up procedures can be completed.
- b) There are to be three (3) distinct student classifications for scheduling **blocks of work**:
 - i) Lifeguard/Instructor
 - ii) Shift Supervisor
 - iii) Cashier Attendant
- c) To work in the Shift Supervisor classification, an employee must have previously worked in that classification or he/she must be acceptable to the Employer as a Shift Supervisor.

- d) Operational requirements permitting, blocks of work posted under subsection (a) shall be for a minimum duration of two (2) hours on Monday through Friday during the winter and summer session or during examination periods; and four (4) hours during other times.
- e) Student employees may sign-up, in seniority order, for the blocks posted above. **For the purpose of shift sign-up, the Shift Supervisor and Lifeguard/Instructor seniority shall be treated as one.**

The Employer reserves the right to group blocks of work so as to best meet its operational requirements and to require employees wishing to work part of any such grouping to sign-up for and work all shifts in that group.

- f) No employee may sign-up for more than twenty (20) hours per week during the winter session until all other employees have been given the opportunity to sign-up in seniority order.
- g) The entire sign-up process must be completed by all employees within two (2) weeks after the Employer posts its expected requirements under subsection (a). The Employer reserves the right to schedule any student work outstanding at the expiry of this expiry of this two (2) week sign-up period, seniority notwithstanding.
- h) Employees, who fail to provide the **Manager or designate** with their work selection **prior to the scheduling deadline**, shall be placed at the bottom of the sign-up list, seniority **or length of service** notwithstanding. And they shall not be

permitted to sign-up for that semester until all other employees have had opportunity to do so.

- i) **The Employer will use casual employees to supplement the permanent and student workforce by making hours available to casual employees where they are unfilled by permanent or student employees. Where casual employees are offered hours, those hours shall be offered on the basis of their service with the Employer.**

14.06 Employee Absences

- a) Student **and casual** employees are required to work all scheduled shifts, unless they are sick and/or disabled, or they are otherwise unable to do so. Where a student **or casual** employee is absent because of illness and/or injury, he/she must report by phone or otherwise to his/her immediate supervisor.
- b) Student **and casual** employees may request leave from the Manager or designate when they are seeking to otherwise miss a shift. Requests for leave shall not be unreasonably denied under this section, provided that employees involved in instructional programs shall only be granted leave in **exceptional** circumstances.
- c) Student **and casual** employees, who are to be absent from work for reasons other than illness or injury, must arrange for a replacement employee, acceptable to the Manager or designate. The absent employee and the replacement employee must both complete and sign a Shift Change Form provided by the Employer and submit same to the Manager or

designate for approval, at least seventy-two (72) hours prior to the starting time of the shift in question. **Such requests for employees involved in instructional programs shall only be granted in exceptional circumstances.**

- d) On the first occasion that a student **or casual** employee is absent from work in contravention of subsection (a), or without arranging a satisfactory replacement in accordance with subsection (c), the employee shall receive a written warning; on the second such occasion the employee's accumulated seniority **or length of service** shall be reduced by eight (8) hours and on the third such occasion, the employee shall be deemed to have resigned and his/her employment shall be terminated in all respects.
- e) When a student **or casual** employee is absent from work and it was impossible for that employee to arrange for a replacement under subsection 14.06(c), he/she may apply to the Manager or designate for a waiver for purposes of subsection 14.06(d). Requests for a waiver under this Article shall not be unreasonably denied, provided the merits of the particular case warrant the provision of such waiver.

14.07 Additional Student and Casual Work

- a) Student **and casual** employees, who are seeking to work additional hours, shall make this desire known in writing to the Program Coordinator. The Program Coordinator shall maintain a Call List of such employees by classification, based upon availability and in seniority. This Call List shall be posted in the

work place and periodically distributed to student employees, to assist them when seeking replacements to work in their stead. Student and Casual employees seeking replacements under subsection 14.06(c), shall utilize the Call List, in seniority order, provided that no financial or other liability accrues to the Employer should they fail to do so. **Student employees by seniority order, and then casual employees by length of service, shall be utilized for the purposes of the Call List.**

- b) Student **and casual** employees, who consistently fail to utilize the Call List to arrange for replacement employees shall be subject to the same disciplinary measures as are imposed upon employees for missing work under section 14.06; namely, an initial written warning, followed by a reduction in seniority **or length of service** by eight (8) hours and termination of employment, should the problem persist.
- c) For its part, the Employer agrees to utilize the Call List when assigning unscheduled work. The Employer shall endeavor to assign such work to student employees from the Call List, by classification in seniority order **and then to casual employees by length of service.** The Employer shall be considered to have met its obligations under this subsection (c), by phoning those employees, who have indicated they are available to work the shift times in question, at the telephone number so provided, irrespective of whether such call is answered. The Employer shall record, in writing, when calls are made under this section.

- d) The above notwithstanding, in cases of emergency (e.g. when there is seventy two (72) hours or less lead time available), the Employer may take whatever steps it deems necessary to fill the shift(s) in question.
- e) Student **and casual** employees may, on a without prejudice basis, temporarily remove their names from the Call List or change their original availability, provided the period of such removal or change is for two (2) weeks or greater.

14.08 Cancellation of Student and Casual Work

- a) The Employer retains the right to cancel previously scheduled student **or casual** work when operational needs require. The Employer shall provide as much notice as operationally possible to affected employees, when it does so. **Scheduled casual work shall be cancelled prior to the cancellation of any scheduled student work unless doing so would result in an inability to operate the facility.**
- b) Where more than one (1) student **or casual** employee in a classification is affected by the cancellation of work under this section, the on-call employee(s), if any, working in that classification on the shift(s) in question shall be the first one cancelled, followed by those scheduled employees in that classification and shift, in reverse order of their seniority **or length of service**, provided that the employees retained have the qualifications, experience skill and ability to do the work remaining.

- c) Student **and casual** employees, who have previously scheduled shifts cancelled by the Employer, shall be placed at the top of the Call List by classification and their stated availability, irrespective of their seniority **or length of service**. When these employees have been offered sufficient work within their classification to replace the cancelled hours, irrespective of whether they accept such work, their names shall be moved to their normal seniority **or length of service** position on the Call List.

14.09 Preparation Time

- a) Employees performing aquatic instruction shall receive preparation time in accordance with the following:
 - i. For each twelve (12) accumulative hours spent performing basic aquatic instruction - one (1) hour, with straight-time pay at their normal classified rate.
 - ii. For each four (4) accumulative hours spent performing advanced life saving instruction - one (1) hour, with straight-time pay at their normal classified rate.
- b) Preparation time shall be used by employees to prepare report cards and presentation materials used during their instruction.
- c) Whenever possible, preparation time shall be incorporated into an employee's normal schedule. Preparation time shall always be paid at straight-time rates and shall not be considered when calculating the applicability of overtime under article 14.04.

14.10 Conferences, In-service Training & Education/Opportunities

Employees, required by the Employer to attend conferences, in-service training or other educational opportunities outside of their normal working hours, shall be compensated for so attending at straight-time rates. In this regard, permanent employees shall receive equivalent time off instead of pay. Employees, who attend conferences or other educational opportunities on a voluntary basis, when they are not otherwise scheduled to work, shall not be compensated for the time so spent.

ARTICLE 15 - PAID HOLIDAYS

15.01 Entitlement

- a) Permanent employees, who have completed thirty (30) calendar days service since their date of last hire, shall be entitled to the following holidays, without loss of pay:

| | |
|---------------|-----------------|
| New Years Day | B.C. Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

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

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

they worked fifteen (15) of the preceding thirty (30) calendar days.

15.02 Payment Procedure

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

15.03 Eligibility Requirements

- a) Permanent employees shall not be eligible for paid holidays occurring:
 - i. during periods of unpaid leave,
 - ii. when they are laid off and on the recall list,
 - iii. when they are in receipt of WCB payments for the day(s) in question, and/or

- iv. when they are in receipt of Long Term Disability benefits.
- b) Permanent employees, who are laid off after completing thirty (30) calendar days service and who are recalled to employment during their twelve (12) month recall period, shall be eligible for paid holidays occurring on or immediately after the date of such re-employment.
- c) Permanent employees, who are laid off after completing thirty (30) calendar days service and who are not recalled to employment during their twelve (12) month recall period, must complete thirty (30) calendar days service following their recall in order to be again eligible for paid holidays.

ARTICLE 16 - ANNUAL VACATIONS

16.01 Entitlement

- a) Permanent employees shall be entitled to paid annual vacations on the following basis:
 - i. During the first (1st.) calendar year or part calendar year of service: 1-1/4 days' vacation for each month or part-month greater than one-half worked,
 - ii. During the second (2nd.) calendar year of continuous service, up to and including the fifth (5th.) calendar year of continuous service: three (3) weeks,
 - iii. During the sixth (6th.) calendar year of continuous service, up to and including the eighth (8th.) calendar year of continuous service: four (4) weeks,

- iv. During the ninth (9th.) calendar year of continuous service, up to and including the thirteenth (13th.) calendar year of continuous service: five (5) weeks,
 - v. During the fourteenth (14th.) calendar year of continuous service and in each calendar year of continuous service thereafter: six (6) weeks.
- b) Student and casual employees shall be eligible for vacation pay in accordance with the *Employment Standards Act*.

16.02 Vacation Scheduling

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

16.03 Effect of Termination on Vacation Entitlement

- a) When the employment of a permanent employee terminates, the employee's vacation entitlement shall be prorated on the basis of the actual time worked in that calendar year.
- b) When necessary in cases of termination, an adjustment shall be made to the employee's final pay cheque in order to repay the Employer for any overpayment of vacation previously received by that employee, but not earned.

16.04 Eligibility Requirements

- a) Permanent employees shall not continue to accrue vacation:
 - i) when they are on unpaid leave,
 - ii) when they are laid off and on the recall list,
 - iii) when they are on WCB leave longer than twelve (12) months, and/or
 - iv) when they are in receipt of Long Term Disability benefits.

- b) Permanent employees returning from an unpaid leave or who are recalled to employment during their recall period, shall have their previous service reinstated for purposes of earning future vacation entitlements.

ARTICLE 17 - SICK LEAVE

17.01 Definition

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

17.02 Entitlement

- a) Permanent employees, who have completed their probationary period, shall earn annual sick leave on the basis of one and one-quarter (1.25) days for each month or portion of a month greater than one-half (1/2) actually worked in the year, to a maximum of fifteen (15) days in any calendar year.

- b) An eligible employee's yearly sick leave entitlement shall be advanced on January 1st. of each year. When any sick leave so advanced is used and the employee involved terminates, for any reason, including layoff, before such sick leave has been earned, an adjustment shall be made to that employee's final cheque to repay such overpayment.
- c) Permanent employees, who are awaiting initial receipt of WCB payment for a compensable illness or injury, may utilize their sick leave credits until such WCB payment has been received, provided that the employee turns over to the Employer all moneys received from the WCB for the period in question. The employee's sick leave entitlement shall then be credited with the proportionate number of days represented by the amount received from the WCB and turned over to the Employer.
- d) Subrogation - Employees shall turn over, or cause to be turned over to the University, any monies paid or payable to them by the Insurance Corporation of British Columbia, or any other third party (3rd) as a result of a claim for lost wages, where employees have used sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third (3rd) party. Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

17.03 Sick Leave Bank

Employees shall accrue one hundred percent (100%) of their unused sick leave in any year, for use when they suffer a non-occupational illness or injury in subsequent years. The maximum number of sick days any employee may accrue under this section is one hundred and fifty two (152) days.

17.04 Proof of Illness

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

ARTICLE 18 - LEAVES OF ABSENCES

18.01 Union Business Leave

- a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or to perform any other function on behalf of the Union and its affiliation shall be allowed a leave of absence without pay.
- b) An employee, who is elected or selected for a full time position with the Union or its affiliates, shall be granted a leave of absence without pay or loss of seniority for a period of three (3) years, provided in the case of student employees, they meet the academic requirements for employment (article 5.03) following the period of the leave. In order to receive the benefit of this section, employees must maintain the qualification requirements

permitting their return to work following expiration of the leave.

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

18.02 Bereavement Leave

- a) Employees shall be granted bereavement leave, with pay, of up to three (3) regularly scheduled working days, in the case of death in their immediate family, to administer the affairs of the deceased or to arrange/attend the funeral. The Manager or designate may, at his/her discretion, grant additional bereavement leave with pay.
- b) For purposes of this section, "immediate family" shall include the employee's: parents, step-parents, spouse (including common-law and same sex spouse), children, brothers, sisters, parents-in-law, grandparents and grandchildren.
- c) Common-law and same sex spouse, as used in this section, shall mean a person who had co-habitated with the employee in a spousal relationship for at least one (1) year at the time of the death.

18.03 Jury or Court Witness Duty

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

18.04 Maternity, Adoption and Parental Leave

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

18.05 General Leave

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

18.06 Paid Leave [Christmas]

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

18.07 Examination Leave

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

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

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

ARTICLE 19 - WAGES

19.01

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

19.02

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

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

ARTICLE 20 - JOB CLASSIFICATIONS/RECLASSIFICATION

20.01 Job Description

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

20.02 New Classification

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

20.03 Changes in Classifications

The Employer shall amend the existing description when a significant permanent

change is made to the duties of an existing classification.

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

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

20.04 Job Classification Umpire

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

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

The particularized statements shall be forwarded to the Umpire upon receipt of their acceptance of the appointment. It is intended that a hearing

before the Umpire shall take no more than one (1) day of evidence. Therefore, the following procedures shall apply:

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

The Job Classification Umpire shall be David McPhillips, Michael Fleming, or Julie Nichols.

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

ARTICLE 21 - BENEFIT PLANS

21.01 Basic Group Life Insurance and Long Term Disability Plan

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

21.02 Medical, Extended Health and Dental Plans

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

- i. Medical Plan means the Medical Services Plan of BC
- ii. Extended Health means the Extended Health Plan
- iii. Dental plan means the Dental Plan which provides Plan "A & B" Basic and Preventative Services and Plan "C" Major

Restorative such as Crown and Bridge Procedures and Plan "D" Orthodontic Coverage and are subject to the terms of the plan.

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

21.03 WorksafeBC Benefits

A permanent employee whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign all monies received from WCB to the Employer and the Employer shall pay the employee's approximate regular net pay calculated on his/her rate of pay **as an advance against WorksafeBC disability benefits**. If the WCB disallows the employee's claim, or if the employee has not had his/her WCB claim accepted, the Employer will pay regular salary to the employee until the employee's Sick Leave is exhausted. Thereafter the employees may choose to continue their regular salary by use of any other credits owing.

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

21.04 UBC Staff Pension Plan

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

ARTICLE 22 - HEALTH AND SAFETY

22.01 Health and Safety Committee

The Employer shall maintain safe working conditions and shall establish a joint Health and Safety Committee pursuant to the Workers' Compensation Act and Regulations.

22.02 Health and Safety in the Workplace

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

In accordance with the WorkSafe BC Occupational Health and Safety Regulations, employees have the right to work in a safe workplace and be told if the work performed may be dangerous, and be provided with the necessary training to protect themselves from any dangers at work. An employee has the right to not perform work if he/she believes there is a risk of harm or accident. An employee, who has a

health or safety concern at work, should let their supervisor know immediately. If the supervisor does not provide a satisfactory answer, or attend to the problem, the employee(s) should discuss it with the manager, the safety committee or a union representative. If the employee believes the problem or concern persists, the employee shall contact WorkSafe BC.

No employee will be disciplined for having reported a health or safety concern or choosing to not perform particular work because they believe a risk of harm or accident exists.

To learn more about workplace safety, employees can contact the University's Risk Management Services or their union.

22.03 Health and Safety Committee Training

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

22.04 Committee Member Pay Provision

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

22.05 Injury Pay Provision

An employee who is injured during working hours and is required to leave for treatment or is sent

home as a result of such injury shall receive payment for the balance of his/her regularly scheduled hours that day, unless a doctor or nurse states that the employee is fit for further work on that shift.

22.06 Medical Emergency Transportation

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

22.07 Critical Incident Stress

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

ARTICLE 23 - TECHNOLOGICAL AND OTHER CHANGE

23.01

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

ARTICLE 24 - CONTINUATION OF ACQUIRED RIGHTS

24.01

If any law existing at the time of execution of this Agreement is amended, or a new law or regulation is enacted or proclaimed following execution of this Agreement, with the result that any aspect of this Agreement is invalidated or disallowed, that aspect of the Agreement shall be re-opened for negotiations. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration. The balance of the collective agreement shall remain in full force and effect.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Proper Accommodation

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

25.02 Bulletin Board

The Employer shall provide a Bulletin Board in the Staff Room upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Materials other than that relating to the routine business of the Union, is to be approved by the Employer prior to posting.

25.03 Recertification

Permanent and student employees who have accumulated four hundred (400) hours of work who require recertification shall be allowed to attend already scheduled certification clinics held at the UBC Aquatic Centre at no cost, provided space is available. Once an employee's registration has been confirmed, that employee will not be displaced except if the course is cancelled. Employees wishing to attend re-certification sessions held at the UBC Aquatic Centre must provide the Employer with all current aquatic awards, including photocopies, in order to participate in any such session. It is understood that attendance at these sessions by employees is not considered as time worked.

25.04 Clothing Allowance

A clothing and equipment allowance of seventy-five (\$75.00) per year will be granted to permanent employees to defray the cost of purchasing clothing and/or equipment they are required to use at work, provided the employee provides the Employer with the required proof of purchase.

25.05 Tuition Fee Benefit

University of British Columbia Courses on completion of the probationary period, a permanent employee shall be entitled to a tuition fee benefit to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year (12 months). Non-credit courses offered through 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 of six (6) credits (formerly 3 units) in the University Calendar.

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

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

ARTICLE 26 - CONTRACTING OUT SPECIALTY INSTRUCTION

26.01

The Employer reserves the right to continue its past practice of contracting with external sources for the provision of specialty instruction, when no existing employee with the required qualifications, experience, skill and ability is readily available to perform such work.

26.02

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

- a) it reasonably believes the success of the program or course in question requires a particular external instructor,
- b) overtime rates would apply.

26.03

The Employer shall notify the Union on each occasion that it contracts with an external source for specialty instruction under this article. The Employer shall discuss its use of any particular external specialty instructor with the Union, at its request, prior to the commencement of the instruction.

26.04

When specialty instruction work is to be assigned to existing student employees, it will be assigned in accordance with Article 14. The hours worked by student employees in performing specialty instruction under this article shall be counted as time actually worked for purpose of earning increments under article 19.02.

26.05

The hourly rate of pay to apply when existing student employees perform specialty instruction shall be mutually established by the parties on a case by case basis, based upon the nature of the instruction involved. Should the parties fail to agree on any such rate, the employee(s) involved shall be paid fifty cents (\$.50) per hour above their normal rate while performing the instruction in question.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding for **sixty (60)** months, effective January 1, **2015** and expiring December 31, **2019** and shall continue from year to year thereafter unless terminated by either of the

Union taking legal strike action or the Employer taking legal lockout action.

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

Signed this 30th day of November, 2015 in the City of Vancouver, British Columbia.

Mike Vizsolyi

For the University of British Columbia

Dave Lance

For CUPE Local 116

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

| | | |
|-----------------|-----------------------|----|
| January 1, 2016 | General Wage Increase | 1% |
|-----------------|-----------------------|----|

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

| | | |
|------------------|-----------------------------|-------|
| November 1, 2017 | Economic Stability Dividend | 0.45% |
|------------------|-----------------------------|-------|

| | | |
|-----------------|-----------------------|------|
| January 1, 2017 | General Wage Increase | 0.5% |
|-----------------|-----------------------|------|

| | | |
|------------------|-----------------------|----|
| November 1, 2017 | General Wage Increase | 1% |
|------------------|-----------------------|----|

| | | |
|------------------|-----------------------------|-----|
| November 1, 2017 | Economic Stability Dividend | TBD |
|------------------|-----------------------------|-----|

| | | |
|-----------------|-----------------------|------|
| January 1, 2018 | General Wage Increase | 0.5% |
|-----------------|-----------------------|------|

| | | |
|------------------|-----------------------|----|
| November 1, 2018 | General Wage Increase | 1% |
|------------------|-----------------------|----|

| | | |
|------------------|-----------------------------|-----|
| November 1, 2018 | Economic Stability Dividend | TBD |
|------------------|-----------------------------|-----|

| | | |
|------------------|-----------------------------|------|
| January 1, 2019 | General Wage Increase | 0.5% |
| November 1, 2019 | General Wage Increase | 1% |
| November 1, 2019 | Economic Stability Dividend | TBD |

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

<http://www.hr.ubc.ca/compensation/salary-administration/salary-scales/>

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

SCHEDULE "A"

| Permanent Positions <small>Monthly rate based on 152 hours</small> | January 1, 2015 Hourly Rate | January 1, 2015 Monthly Rate | January 1, 2016 Hourly Rate | January 1, 2016 Monthly Rate |
|--|--|---|--|---|
| Clerk 2 | | | | |
| <i>Step 1</i> | \$20.90 | \$3,176.80 | \$21.11 | \$3,208.57 |
| <i>Step 2</i> | \$21.42 | \$3,255.84 | \$21.63 | \$3,288.40 |
| <i>Step 3</i> | \$21.93 | \$3,333.36 | \$22.15 | \$3,366.69 |
| Head Guard | | | | |
| <i>Step 1</i> | \$19.19 | \$2,916.88 | \$19.38 | \$2,946.05 |
| <i>Step 2</i> | \$20.41 | \$3,102.32 | \$20.61 | \$3,133.34 |
| <i>Step 3</i> | \$21.70 | \$3,298.40 | \$21.92 | \$3,331.38 |
| Shift Supervisor | | | | |
| <i>Step 1</i> | \$16.94 | \$2,574.88 | \$17.11 | \$2,600.63 |
| <i>Step 2</i> | \$17.53 | \$2,664.56 | \$17.71 | \$2,691.21 |
| <i>Step 3</i> | \$18.10 | \$2,751.20 | \$18.28 | \$2,778.71 |
| Lifeguard/Instructor | | | | |
| <i>Step 1</i> | \$14.87 | \$2,260.24 | \$15.02 | \$2,282.84 |
| <i>Step 2</i> | \$15.47 | \$2,351.44 | \$15.62 | \$2,374.95 |
| <i>Step 3</i> | \$16.07 | \$2,442.64 | \$16.23 | \$2,467.07 |

| Student/Casual Position | January 1, 2015 | January 1, 2016 |
|--------------------------------|------------------------|------------------------|
| Shit Supervisor | | |
| <i>Step 1</i> | \$16.94 | \$17.11 |
| <i>Step 2</i> | \$17.53 | \$17.71 |
| <i>Step 3</i> | \$18.10 | \$18.28 |
| Lifeguard/Instructor | | |
| <i>Step 1</i> | \$14.87 | \$15.02 |
| <i>Step 2</i> | \$15.47 | \$15.62 |
| <i>Step 3</i> | \$16.07 | \$16.23 |
| Cashier Attendant | | |
| <i>Step 1</i> | \$13.15 | \$13.28 |
| <i>Step 2</i> | \$13.75 | \$13.89 |
| <i>Step 3</i> | \$14.33 | \$14.47 |

Letter of Understanding #1

Re: Specialty/Instruction

Definitions

Notwithstanding the overtime provisions of the Collective Agreement, and in order to maintain the status quo for employees, the parties agree on a without prejudice and without precedent basis as follows:

- 1) Permanent employees may put their names forward as contractors for the purpose of specialty instruction.
- 2) The Aquatic Centre shall have the ability to select the contractor of their choice.
- 3) If a permanent employee is selected as a contractor, the Collective Agreement shall not apply, except for WCB.
- 4) The cost of the contract will be agreed upon between the permanent employee and the Aquatic Centre.
- 5) This agreement is without prejudice and without precedent.

Signed this 30th day of November, 2015 in the City of Vancouver, British Columbia

Mike Vizsolyi

On behalf of the University of British Columbia

David Lance

On behalf of CUPE Local 116

Letter of Understanding #2

Re: New Facility Staffing Requirements

The parties recognize the opportunity presented by the current development of a new UBC Aquatic Centre as a significant benefit to the University community, the Aquatic Centre, the employees, and the Union. The new facility is scheduled to open in late 2016 or early 2017.

The exact staffing needs of the new Aquatic Centre are currently being developed and will continue to evolve as program development for the new facility continues.

The parties agree to meet at least ninety (90) days prior to the opening of the new Aquatic Centre to engage in good faith discussions and consultations about, but not limited to, the impacts to staffing, scheduling, and training opportunities within the new facility. The purpose of this consultation is with specific reference to the staffing complement of the new Aquatic Centre. The following principles will be considered the core considerations for discussion:

- 1) Employment for students at the Aquatic Centre is a priority. Therefore, the University commits to, at a minimum, ensuring that the**

opportunity for student employment reflects the growth in service requirements of the new facility. Without limiting the foregoing, the parties recognize that an increase in the permanent staffing complement of the Aquatic Centre is likely with the opening of the new facility.

- 2) Without limiting the application of Article 26.01, should the new facility present opportunities for instruction of specialty and/or senior level advanced lifesavings courses that might not otherwise be offered or are outside the qualifications of a bargaining unit employee, the Employer may use non-bargaining unit personnel.**

- 3) For a reasons not captured in paragraph 2 above, the Employer may raise for discussion additional circumstances respecting the deployment of non-union personnel. Nothing contained herein amends the work jurisdiction of the bargaining unit and the acknowledgement of potential good faith discussions is without prejudice to either party's recognition of work jurisdiction.**

- 4) The Union retains the right to grieve any implementation arising out of the content of this letter or its applicability to the Collective Agreement.

**Signed this 30th day of November, 2015
in the City of Vancouver, British
Columbia**

Mike Vizsolyi

On behalf of the University of British Columbia

David Lance

On behalf of CUPE Local 116

Letter of Understanding #3

Re: Preparation Time

Effective May 1, 2016 and for the remaining term of this Collective Agreement, the following provisions shall replace Article 14.09 in its entirety:

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

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

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

Signed this 30th day of November, 2015 in the City of Vancouver, British Columbia

Mike Vizsolyi

On behalf of the University of British Columbia

David Lance

On behalf of CUPE Local 116

Letter of Agreement #1

Re: Economic Stability Dividend

Definitions

1. In this Letter of Agreement:

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

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

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

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

“Calendar year” Is a twelve (12) month period starting January 1st and ending

December 31st of the same year based upon the Gregorian calendar.

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

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

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

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of

any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - i. February Budget – Forecast GDP for the upcoming calendar year;
 - ii. November of the following calendar year – Real GDP published for the previous calendar year;
 - iii. November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - iv. Advice from the PSEC Secretariat to employers' associations,

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

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- i. February 2015 – Forecast GDP for calendar 2015;
- ii. November 2016 – Real GDP published for calendar 2015;
- iii. November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- iv. Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- v. Payment will be made concurrent with the General Wage Increases

on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Signed this 30th day of November, 2015 in the City of Vancouver, British Columbia

Mike Vizsolyi

On behalf of the University of British Columbia

David Lance

On behalf of CUPE Local 116