

COLLECTIVE AGREEMENT
between
The University of British Columbia
and
**International Union of Operating
Engineers, Local 882**

Term of Agreement: April 1, 2010 to March 31, 2014

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THIS AGREEMENT made and entered into the 17th day of September, 2013

BETWEEN: UNIVERSITY OF BRITISH COLUMBIA,
in the Province of British Columbia,
hereinafter referred to as the "University"

PARTY OF THE FIRST PART

**AND: THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882**
representing the employees of the University who are affected by this Agreement
and for whom it has been certified as being the sole bargaining agency,
hereinafter referred to as the "Union"

PARTY OF THE SECOND PART

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

and

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

and

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

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

ARTICLE 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 882 members shall receive a copy of their vacation balance, sick days balance and/or overtime balance by request or at minimum on a monthly basis.**
- 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 882 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, four (4) feet by four (4) feet or a size mutually agreed by the parties, in the **Building Operations** Mechanical shop and another in the Powerhouse 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 Chief 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 six (6) months in any twelve (12) consecutive calendar months.

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

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

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 him/her.

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 his/her 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 Chief 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 his/her work without obtaining permission, where reasonably possible, from his/her **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.

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 conducting an expedited umpire process 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.

- 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.

IUOE Local 882 has primary responsibility for the steam distribution system at UBC.

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 sixteen dollars and fifty cents (\$16.50) per hour and will pay union dues.

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

Exempt:

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

7.04

8.03

Article 9 in total

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
Article 22.01 (a) & (b) & 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 Holiday 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 he/she 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 Divisional Head and/or University Labour Relations Officer.

Within a further five (5) working days thereafter, the Divisional Head and/or University Labour Relations Officer 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 he has 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 2 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 his/her reinstatement be without loss of pay, and with all his/her rights, benefits and privileges which he/she 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 one year. He/she shall receive the higher rate of pay with no benefits for the first three months of continuous employment. After three (3) months of continuous employment a temporary employee shall have the choice of receiving the higher rate of pay with no benefits or the lower rate of pay with full benefits. Full benefits in this context means all benefits with the exception of the Long Term Disability Plan and Pension Plan.
- Such positions, if continuing on a full-time basis for more than one (1) year, 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.
- 6.07 All employees shall be paid by the month and shall have the option of direct deposit to the bank of their choice.

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.

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.

- 7.02 Hours of work for **eight (8) hour** rotating shift employees shall be 6:30 am to 2:30 pm (day shift), 2:30 pm to 10:30 pm (evening shift), and 10:30 pm to 6:30 am (night shift). **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. Twelve (12) hour rotating shifts agreed upon in LOUs by the parties shall be enforceable under this agreement.

- 7.03 Hours of work for non-rotating employees shall continue as present practice, including the nine-day fortnight currently in practice, **and 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.**

- 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, he/she 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, he/she will be paid overtime rates for that part of the shift worked that is less than his/her twelve (12) hour break (eg, 10 hour break – first 2 hours overtime).

7.05 **Relief Shift Engineers' Hours of Work**

There will be two (2) Relief Shift Engineers in the Powerhouse.

The Relief Shift Engineers shall work 6:30 am to 3:00 pm when not scheduled for relief work.

The senior Relief Shift Engineer shall have the first right of refusal for work assigned to the Relief Shift Engineers.

A Relief Shift Engineer shall cover the Shift Engineer's position in the Powerhouse on all days the Assistant Chief Engineer is scheduled as the acting Chief Engineer.

7.06 **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.

7.07 All employees shall be allowed a fifteen (15) minute rest period approximately mid-way in each half-shift.

7.08 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 and taken later as paid time off at a mutually convenient time. Employees will be able to bank a maximum of twenty (20) days which can be carried over from year to year. Any reasonable request to schedule banked overtime will not be denied. Any overtime banked in excess of twenty (20) days will be paid out.

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.

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 Power House Mechanical Maintenance Shop **and BRDF** 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 After one (1) year completed continuous service, three (3) weeks' vacation with pay.
- 9.02 After five (5) years completed continuous service, four (4) weeks' vacation with pay.
- 9.03 After eight (8) years completed continuous service, five (5) weeks' vacation with pay.
- 9.04 After fourteen (14) years completed continuous service, one (1) additional day of annual vacation with pay for each additional year of completed continuous service, up to and including seventeen (17) years.
- 9.05 After eighteen (18) years completed continuous service, six (6) weeks' vacation with pay.
- 9.06 A week's vacation shall be deemed as five (5) working days.
- 9.07 On normal retirement, full annual vacation will be granted according to service as above.
- 9.08 Where an employee is eligible for sick leave while he/she is on vacation there shall be, on application, special arrangement made where illness or accident can be proven with the intent not to lose vacation time. In such cases, a doctor's certificate stating specifically the nature of such illness or accident may be required.

- 9.09 **It is agree 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. Vacation entitlements shall be posted by January 15 of each calendar year. Employees will submit vacation requests by February 15 of each calendar year. Requests will be approved and the final vacation schedules posted by March 1 of each calendar year. Scheduling of vacations shall be on the basis of seniority for all employees during this time. Requests for vacation or changes to the vacation schedule after March 1 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, and in the Powerhouse and the BRDF.**
- 9.10 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.
- 9.11 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) days pay at their regular rate for time not worked for each of the following days:

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

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

- 10.02 When an employee is required to work on a Statutory Holiday because his/her shift falls on a Statutory Holiday, he/she will be paid three (3) times his/her 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.
- 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 his/her regular rate of pay.
- 10.04 When an employee's day off falls on a Statutory Holiday, he/she 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.
- 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 his/her shift falls on the Special Holiday, he/she 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, he/she 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, he/she 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 the Medical Services Plan will continue during the life of this agreement on the same 50/50 sharing basis as that presently in effect.

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

11.02 It is agree that the University Dental Plan will be made available to employees who wish to participate in the same.

Dental Plan coverage **includes** Plan A – 100%, Plan B – 70%, Plan C – 50%. The cost of the Dental Plan shall be paid 100% by the University.

Refer to the Health and Welfare package for details. **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 dollars (\$200.00) 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 thirty-five dollars (\$35.00) 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.

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 his work, undertaking, or business that is related to the introduction of that equipment or material and which change affects the terms, conditions, or security of employment of a significant number of employees.
"Technological change" does not include normal layoffs resulting from a decrease

in the amount of work to be done.

- (b) The University agrees to notify the Union and affected employees as far as possible in advance but not less than ninety (90) calendar days before the date on which the technological change is to be effected. Such notice shall be in writing and shall state:
 - (i) the nature of the technological change;
 - (ii) the date on which the employer proposes to effect the technological change;
 - (iii) the approximate number and type of employees likely to be affected by the technological change; and
 - (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 his/her classification or in a lower classification within the same job category provide he/she has the necessary qualifications or can be expected to have those qualifications following an on-the-job training period not to exceed three (3) months. In case of vacancies outside of his/her own department, the employee must in order to exercise his/her internal placement rights notify the Human Resources Department in writing within five (5) working days of publication of the posting of a position into which he/she wishes to be placed. After the five (5) working days have passed the employee's right to internal placement into these vacancies is forfeited.

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

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

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

- (i) layoff with recall rights for 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) month's 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 For the first part of the calendar year, one and one-quarter (1 1/4) days for each month up to a maximum of fifteen (15) days at full pay.

14.02 After January 1st in any one calendar year, a maximum of fifteen (15) days each year, cumulative up to a maximum accumulation of one hundred and fifty-two (152) days 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 882, 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) year's service, contribute five (5) days' sick leave to the Sick Leave Bank.

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 no later than one (1) hour before the start of their shift or as early as reasonably possible to their Mechanical Electrical Superintendent or designate or Power House Manager or designate and, if possible, shall indicate when they expect to return. Employees shall also report by phone once per week of any illness where practicable.

14.07 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 (ICBC) or any other third party as a result of a claim for lost wages, where employees have used (their) sick benefits or approved allotments from the Sick Leave Bank as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave benefits and/or the Sick Leave Bank 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.

- 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 Mechanical Electrical Superintendent (or designate) or Powerhouse 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 Mechanical Electrical Superintendent (or designate) or Powerhouse 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 Powerhouse Supervisor/Supervisor HVAC will consider other accommodation for the employee.

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

14.09 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 staff of the Powerhouse 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 he/she 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, his/her 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 Power House Chief Engineer**

For temporary absences of six (6) weeks or less, the University may replace the Power House Chief Engineer 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 of **Building Operations** 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 Upon notification to the employee's immediate supervisor and subsequent approval of the Human Resources Department, an employee shall be granted time off without deduction of pay or sick leave or loss of seniority in the case of death in the family or immediate relatives.

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

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

In special circumstances, an employee 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.

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 (formerly 6 units) per year (12 months). Non-credit courses offered through the Centre for Continuing Education may be taken up to the equivalent in fees over a year. To determine the equivalent in fees, reference should be made to the fee for six (6) credit (formerly 3 units) 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 he/she has completed twelve (12) months accumulated service and is normally scheduled to work twenty (20) hours or

more per week.

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

20.05 **Maternity, Parental and Adoption Leave**

Employees are entitled to Maternity, Parental and Adoption Leave as specified under the provisions and regulations of the Employment Standards Act of British Columbia. As such, employees are entitled to the following:

- (a) Maternity Leave – A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. This leave may start no earlier than 11 weeks before the expected birth date, and no later than the actual birth date. The leave must end no earlier than six weeks after the birth date unless the employee requests a shorter period. Further maternity leave without pay, of up to six (6) weeks will be granted where the mother is unable to return to work for reasons related to the birth or the termination of the pregnancy, as certified by a medical practitioner. The employee must apply for maternity leave in writing to their supervisor at least eight (8) weeks prior to the anticipated start date of the maternity leave.**

- (b) Parental Leave – A birth mother who takes maternity leave is entitled to thirty-five (35) consecutive weeks of parental leave without pay, from the University and the parental leave must begin immediately after the end of the maternity leave. A birth mother who does not take maternity leave, or a birth father, is entitled to thirty-seven (37) consecutive weeks of parental leave without pay, from the University beginning after the child's birth and within fifty-two (52) weeks after that event. Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition. The employee must apply for parental leave in writing to their supervisor at least eight (8) weeks prior to the start**

date of the parental leave for the birth mother and four (4) weeks for the birth father.

- (c) **Adoption Leave** – An employee who adopts a child is entitled to a leave of absence without pay of thirty-seven (37) weeks. Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition. Adoption leave must begin within 52 weeks after the child is placed with the parent. The employee must apply for adoption leave in writing to their supervisor at least four (4) weeks prior to the start date of the parental leave.

When an employee decides to return to work after maternity, parental or adoption leave, he/she shall provide the University with at least four (4) weeks' written notice. On return from maternity, parental or adoption leave, the employee shall be placed in his/her former position. If the former position no longer exists, he/she shall be placed in an equivalent position in his department.

The University will continue to pay for its portion of benefits if the employee continues to pay her/his portion of benefits during the maternity leave, parental leave or adoption leave.

An employee on maternity, parental or adoption leave shall not lose seniority entitlements.

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 Local 882 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 Chief Shop Steward and the Union office by the department responsible for the posting.
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 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 external applicants in the following order:

- a) **All other University employees;**
- b) **Members of IUOE Local 882; 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, Part A (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, through the Department of **Building Operations**:

- (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**

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

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

- (a) 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;
- (b) The long term career development and advancement of employees in the bargaining unit; **and,**
- (c) 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.

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 882 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 RECYCLING AND WASTE REDUCTION

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

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

ARTICLE 25 TERM OF AGREEMENT


25.01 This Agreement shall be effective from the first day of April **2010** and shall remain in force and binding upon the Parties until the thirty-first day of March **2014**, and from year to year thereafter unless terminated by either Party on written notice prior to the thirty-first day of March, **2014** in accordance with the provisions of the Labour Relations Code.

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


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







**ON BEHALF OF THE
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 882**



President

Colleen Urens

Secretary

Saundra Taylor

Business Manager

APPENDIX “A”

RATE OF PAY

| | Apr.1/10 | Apr.1/11 | Apr.1/12 | Apr.1/13 |
|--|--------------------|--------------------|--------------------|--------------------|
| Wage Increase: | 0% + | 0% + | 2% + | 2% + |
| Classifications: | Hourly Rate | Hourly Rate | Hourly Rate | Hourly Rate |
| Assistant Chief Engineer | \$36.98 | \$36.98 | \$37.72 | \$38.47 |
| BRDF Assistant Chief Engineer | | \$36.98 | \$37.72 | \$38.47 |
| Head Utilities Maintenance Engineer | \$35.56 | \$35.56 | \$36.27 | \$36.99 |
| Head Maintenance Engineer | \$35.56 | \$35.56 | \$36.27 | \$36.99 |
| Head Maintenance Engineer Automation | \$35.56 | \$35.56 | \$36.27 | \$36.99 |
| Head Maintenance Engineer Technical Services | - | \$35.56 | \$36.27 | \$36.99 |
| Chief Engineer – Housing & Conference | \$35.56 | \$35.56 | \$36.27 | \$36.99 |
| Shift Engineer | \$33.21 | \$33.21 | \$33.87 | \$34.55 |
| Relief Shift Engineer | \$33.21 | \$33.21 | \$33.87 | \$34.55 |
| Sub Head Maintenance Engineer | \$32.81 | \$32.81 | \$33.46 | \$34.14 |
| BRDF Shift Engineer | - | \$32.35 | \$33.00 | \$33.66 |
| BRDF Relief Shift Engineer | - | \$32.35 | \$33.00 | \$33.66 |
| Maintenance Engineer | \$31.06 | \$31.06 | \$31.68 | \$32.31 |
| Utilities Maintenance Engineer | \$31.06 | \$31.06 | \$31.68 | \$32.31 |
| Building Management System Engineer | \$30.50 | \$30.50 | \$31.11 | \$31.73 |
| Assistant Shift Engineer with 3 rd Class | \$29.75 | \$29.75 | \$30.35 | \$30.96 |
| Relief Assistant Shift Engineer with 3 rd Class | \$29.75 | \$29.75 | \$30.35 | \$30.96 |
| Sub Head Maintenance Engineer | \$29.01 | \$29.01 | \$29.59 | \$30.18 |
| Operating Engineer | \$26.97 | \$26.97 | \$27.51 | \$28.06 |
| Assistant Shift Engineer | \$26.72 | \$26.72 | \$27.26 | \$27.80 |
| Mechanical Maintenance Assistant | \$21.54 | \$21.54 | \$21.97 | \$22.42 |
| Temporary Staff Positions: | | | | |
| Shift Engineer | \$36.21 | \$36.21 | \$36.93 | \$37.67 |
| Maintenance Engineer | \$33.86 | \$33.86 | \$34.54 | \$35.23 |
| Assistant Shift Engineer with 3 rd Class | \$32.43 | \$32.43 | \$33.08 | \$33.74 |
| Operating Engineer | \$29.40 | \$29.40 | \$29.99 | \$30.59 |
| Assistant Shift Engineer | \$29.11 | \$29.11 | \$29.69 | \$30.28 |
| Mechanical Maintenance Assistant | - | \$23.48 | \$23.95 | \$24.43 |

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 #8)

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 882 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.

This program will also be a “Red Seal Interprovincial Trade Qualification (TQ)” which will provide for government recognized trade qualifications.

Candidates shall receive the first right of refusal from **across the** existing 4th Class Utilities Maintenance Engineers, 4th Class BMS Engineers, 4th Class Operating Engineers, 4th Class Assistant Shift Engineers, and Mechanical Maintenance Assistants. **If a candidate(s) is still needed, the University may seek a candidate(s) from non-trade qualified employees within Building Operations, and if no applicants are forthcoming, then from applicants within the pre-apprenticeship program at BCIT or other accredited institutions.**

Apprentices will also be encouraged to obtain a Fourth Class Power Engineer Certificate of Competency.

Apprentices selected from the one of the five bargaining unit classifications identified above, retain their current rate of pay on the condition he/she continue to work for the University for a period of 36 months from the date of his/her 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 his/her employment is terminated or is laid-off during the apprenticeship or before the 36 month period, he/she will have no obligation to repay any of the top-up pay received (top-up pay being the difference between the apprenticeship rate and his/her current rate). If the applicable Maintenance Engineer 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 Maintenance Engineer rate of pay.

Apprenticeship training will consist of training for a Refrigeration Mechanic or Millwright. 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 she/he 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.

Maynard Witvoet
For the University
Date
September 16, 2013

Adrian David
For the Union
Date
September 16, 2013

UTILITIES POWERHOUSE SHIFT SCHEDULE
Regular Shifts - 36-Hour Week

| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Shift Engineer and Assistant Shift Engineers - Rotating Shifts

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| A | 1 | 1 | 1 | 1 | 1 | X | X | X | X | X | X | 3 | 3 | 3 | 3 | 3 | 3 | 3 | X | X | 2 | 2 | 2 | 2 | X | X | 1 | 1 | |
| B | X | X | X | X | 3 | 3 | 3 | 3 | 3 | 3 | 3 | X | X | 2 | 2 | 2 | 2 | X | X | 1 | 1 | 1 | 1 | 1 | 1 | 1 | X | X | |
| C | 3 | 3 | 3 | 3 | X | X | 2 | 2 | 2 | 2 | X | X | 1 | 1 | 1 | 1 | 1 | 1 | X | X | X | X | X | X | X | 3 | 3 | 3 | |
| D | 2 | 2 | 2 | X | X | 1 | 1 | 1 | 1 | 1 | 1 | 1 | X | X | X | X | X | X | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | X | X | 2 |

Assistant Chief Engineer

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | X | X | A | 2 | 2 | 2 | X | X | A | A | 2 | 2 | 2 | X | X | X | A | 2 | 2 | 2 | X | X | A | A | 2 | 2 | 2 | X |
| | | | C | | | | | | C | C | | | | | | | C | | | | | | C | C | | | | |

Assistant Shift Engineer - Dayshift

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E | X | X | M | 2 | 2 | 2 | X | X | M | M | 2 | 2 | 2 | X | X | X | M | 2 | 2 | 2 | X | X | M | M | 2 | 2 | 2 | X |
| | | | 2 | | | | | | 2 | 2 | | | | | | | 2 | | | | | | 2 | 2 | | | | |

Relief Shift Engineer

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| F | X | X | M | M | M | M | X | X | M | M | M | M | M | X | X | X | M | M | M | M | X | X | M | M | M | M | M | X |
| | | | 2 | 2 | 2 | 2 | | | 2 | 2 | 2 | 2 | 2 | | | | 2 | 2 | 2 | 2 | | | 2 | 2 | 2 | 2 | 2 | |

2nd Relief Shift Engineer

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| G | X | M | M | M | M | M | X | X | X | M | M | M | M | X | X | M | M | M | M | M | X | X | X | M | M | M | M | X |
| | | 2 | 2 | 2 | 2 | 2 | | | | 2 | 2 | 2 | 2 | | | 2 | 2 | 2 | 2 | 2 | | | | 2 | 2 | 2 | 2 | |

Relief Assistant Shift Engineer

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| H | X | X | M | M | M | M | X | X | M | M | M | M | M | X | X | X | M | M | M | M | X | X | M | M | M | M | M | X |
| | | | 2 | 2 | 2 | 2 | | | 2 | 2 | 2 | 2 | 2 | | | | 2 | 2 | 2 | 2 | | | 2 | 2 | 2 | 2 | 2 | |

- Numbers refer to Shift Operation Hours:
 #1 10:30 pm to 6:30 am
 #2 6:30 am to 2:30 pm
 #3 2:30 pm to 10:30 pm
- AC Denotes Assistant Chief Hours B 6:30 am to 2:30 pm
- M2 Denotes Maintenance or Operator Shift depending on need.
 Maintenance Work Hours B 6:30 am to 3:00 pm
- M3 Denotes Maintenance or Operator Shift depending on need when not engaged in relief shifts. Maintenance Work Hours B 2:30 pm to 11:00 pm
- X Denotes days off

The Utilities Powerhouse shifts – incumbent list shall be maintained and updated as required.

LETTER OF UNDERSTANDING #1

Re: Relief Work in the Powerhouse

It is agreed and understood that Maintenance Engineers/Operating Engineers with a 3rd Class BC Power Engineer's Certificate of Competency assigned to Building Operations shall not be assigned to the Powerhouse in the event of interruptions of shifts due to sickness, etc. **unless:**

- **The provisions of Article 8.05 and the overtime procedure posted in the Powerhouse is followed and exhausted;**
- **Any vacancies in the Powerhouse are in the process of being filled; and,**
- **The Maintenance Engineer/Operating Engineer is oriented and trained in the Powerhouse.**

Maynard Witvoet

For the University

Date

September 16, 2013

Adrian David

For the Union

Date

September 16, 2013

LETTER OF UNDERSTANDING #2

Re: Priority Placement and Employment Equity

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.

Some examples of typical barriers are:

- (a) discriminatory attitudes or behaviour 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 cultural values of the designated groups or the groups' lack of familiarity with 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.

In order to meet the above objectives and to redress existing employment imbalances and disadvantages, the parties may, individually or jointly, use remedial measures such as:

- (a) providing career counseling, mentorship programs, internship training opportunities or other developmental opportunities to employees;
- (b) outreach recruitment encouraging members of designated groups to apply for jobs at the University, providing them with information on employment opportunities, how to apply for positions, how to prepare for interviews, etc.

Where the application of the remedial measures outlined above do not meet employment equity objectives, the University and Union may actually agree to limit or give preference in a manner intended to achieve employment equity objective by mutual agreement, notwithstanding other provisions in the Collective Agreement.

Maynard Witvoet
For the University
Date
May 15, 2013

Adrian David
For the Union
Date
May 22, 2013

LETTER OF UNDERSTANDING #3

Re: Qualifications - Utilities Maintenance Engineer Position

In recognition of the fact that the position of Utilities Maintenance Engineer will primarily deal with the University steam distribution system, the University and the Union, in the course of collective agreement negotiations, agreed that the minimum qualifications for this position would be a certificate of competency as a BC Third Class Power Engineer. However it is further agreed that, in future job posting situations, if an applicant from the bargaining unit applies without the Third Class Power Engineer Certificate, applicants with an appropriate TQ or applicants who have passed two of the Third Class exams will be considered. Such an applicant, if successful, will be required to obtain his/her Third Class Power Engineering Certificate within fifteen (15) months of selection to the position. Progress must be shown towards obtaining the Certificate within the time specified. The time may be extended with the mutual agreement of the parties. Progress towards obtaining the Certificate will be reviewed by the **Training Advisory Committee (TAC)**.

The University and the Union recognize that the employee, Natasha Bourner, is grand-parented in the position, despite the fact that she does not meet the minimum qualifications of the position.

Maynard Witvoet

For the University

Date

May 22, 2013

Adrian David

For the Union

Date

May 22, 2013

LETTER OF UNDERSTANDING #4

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.

Maynard Witvoet

For the University

Date

March 12, 2013

Adrian David

For the Union

Date

March 12, 2013

LETTER OF UNDERSTANDING #5

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 under represented in the industry.

The scholarship will be administered through the **Training Advisory Committee.**

Maynard Witvoet

For the University
Date
March 14, 2013

Adrian David

For the Union
Date
March 14, 2013

LETTER OF UNDERSTANDING #6

Re: Health and Welfare Benefits Supplemental

Effective April 1, 2005, the University shall allocate 1.85% of the Local 882 employees' annual payroll towards improvement of health and welfare benefits.

The annual payroll is calculated over the twelve (12) month period preceding March 31 of each year.

Maynard Witvoet

For the University

Date

March 12, 2013

Adrian David

For the Union

Date

March 12, 2013

LETTER OF UNDERSTANDING #7

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.**

Maynard Witvoet

For the University

Date

June 12, 2013

Sandra Taylor

For the Union

Date

June 12, 2013

LETTER OF UNDERSTANDING #8

Re: IUOE and Building Operations 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 882 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.

Maynard Witvoet

For the University
Date
August 15, 2013

Adrian David

For the Union
Date
August 15, 2013

LETTER OF UNDERSTANDING #9

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 IUOE Local 882 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**
 - BCSA Part A Exam
 - BCSA Part B Exam

2. **4th Class PE to 3rd Class Power Engineer Certificate Training**
 - BCSA Part A1 Exam
 - BCSA Part A2 Exam
 - BCSA Part B1 Exam
 - BCSA Part B2 Exam

3. **3rd Class PE to 2nd Class Power Engineer Certificate Training**
 - BCSA Part A1 Exam
 - BCSA Part A2 Exam
 - BCSA Part A3 Exam
 - BCSA Part B1 Exam
 - BCSA Part B2 Exam
 - BCSA Part B3 Exam

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

The employee shall be granted time off without pay to study for each BC Safety Authority exam, provided there is adequate coverage of his/her 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 his 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.

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.

Maynard Witvoet
For the University
Date
September 16, 2013

Sandra Taylor
For the Union
Date
September 16, 2013

LETTER OF UNDERSTANDING #10

Re: Twelve (12) Hour Rotating Shift in (Building Operations) Building Operations

The Parties agree to the creation and implementation of a twelve (12) hour rotating shift applicable only to the employees in the **Building Operations** Department of **Building Operations**.

The parties agree that employees working the 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 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.

Hours of Work:

The rotating shift hours of work described in Article 7.02 of the Collective Agreement shall be amended to a day shift of 6:00 a.m. to 6:00 p.m. and a night shift of 6:00 p.m. to 6:00 a.m. The hours of work for the non-rotating employees as described in Article 7.03 of the Collective Agreement shall continue as present practice, including the nine-day fortnight currently in practice.

Employees working the 12 hour rotating shift will be scheduled 156 shifts per year to a maximum of 1872 hours.

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 will be added as dayshifts contiguous with the start of the employee’s scheduled dayshift and will be scheduled on a Monday to Friday weekday, where possible.

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.

To ensure the health, safety and welfare of shift employees, they will not normally work more than 12 hours on a continuous shift. It is the responsibility of the Head Maintenance Engineer, in charge of the Zone, or his designate to ensure continuous shift coverage, which may be by the Operating Engineer in another Zone. Only in an extreme emergency or when waiting for a relief shift operator, for minimum coverage, will an employee work more than 12 hours. Under no circumstances will employees work split shifts or double shifts. Minimum coverage is set out by the Chief Engineer to satisfy the requirements of the BPVA.

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 and therefore the employee remains responsible for monitoring all UBC systems and equipment covered by BPVA. The employee is required to respond to critical and emergency alarms, trouble calls and other situations, which may arise during the shift. The employee would then take the break or rest period at a convenient time later in the shift.

Shift Differential:

Employees working the 12 hour rotating shift will receive a shift differential of twelve percent (12%) of their base rate on the night shift. No shift differential will apply to the day shift.

Overtime:

All time worked beyond the shift shall be considered overtime and shall be paid for at double (2) time.

Employees working the day shift shall receive double (2) time pay for overtime worked and where these hours of overtime extend into the night shift the night shift premium shall apply at the single rate.

Employees working the night shift shall receive double (2) time pay for overtime worked and premium at the single rate. Where overtime extends into the day shift, the night shift premium shall apply at the single rate.

One banked day taken will be paid as 12 hours. For employees working this shift, the maximum bank carried over from year to year is 168 hours.

The remainder of Article 8 of the Collective Agreement shall apply.

Vacations:

All vacations shall be calculated and paid in hours to ensure all employees working the 12 hour rotating shift shall receive an equivalent of benefits as otherwise provide to employees working the “normal work day” and the “standard work week”. For example, three (3) weeks’ vacation under the collective agreement is equal to 120 hours (or ten (10) shifts of twelve (12) hours).

Vacation coverage is at management’s discretion, but should vacation coverage be deemed necessary then the junior rotating shift employee may be required to change their scheduled shift

as per Article 7.04 to cover a vacant shift.

Statutory Holidays:

Statutory Holidays shall be calculated and paid in hours. As such, employees shall be paid eight (8) hours at their regular rate of pay for time not worked for each of the **twelve (12)** Statutory Holidays listed in Article 10.01 of the Collective Agreement.

When an employee works on a Statutory Holiday, he/she shall be paid double (2) time for all hours of their shift that fall on that calendar day, in addition to their regular Statutory Holiday pay as outlined above.

When an employee's day off falls on a Statutory Holiday, he/she 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.

Sick Leave:

Continuing employees working the twelve (12) hour rotating shift shall have their earned and banked sick days converted to an hourly calculation. One and one quarter (1 ¼) sick day earned calculated in hours is equal to ten (10) hours. Fifteen (15) days is equal to one hundred and twenty (120) hours.

When an employee is absent a shift due to illness or injury, twelve (12) hours pay at the regular rate of pay will be drawn from the employee's sick leave bank.

Bereavement Leave:

Bereavement leave benefits shall be calculated and paid in hours to ensure all employees working the twelve (12) hour rotating shift receive an equivalent of benefit. As such, the collective agreement provisions of "five (5) regularly scheduled consecutive workdays" 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 paid as bereavement leave, and the remaining eight (8) hours may either be drawn from one's overtime bank or taken as unpaid leave. Likewise, "three (3) regularly scheduled consecutive workdays" is calculated and paid as twenty-four (24) hours, granting an employee two (2) consecutive shifts leave without loss of pay and benefits.

If an employee requests additional time off as unpaid leave, from the remainder of the four or five day scheduled block, their request shall not be unreasonably denied.

Christmas Leave:

To ensure an equivalent of benefit, Christmas leave shall be calculated and paid in hours. Three (3) days leave of absence with pay under Article 20.04 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. Such employees shall be paid at straight time and granted two (2) shifts' leave of absence with pay at some mutually agreeable time.

The remainder of Article 20.04 of the Collective Agreement shall apply.

Term and Conditions:

This Letter of Understanding will be in effect for a period of twelve (12) months and may be extended by mutual agreement of the Parties. Any changes to the conditions of this Letter of Understanding will also be by mutual agreement of the Parties.

Maynard Witvoet
For the University
Date
September 16, 2013

Adrian David
For the Union
Date
September 16, 2013

LETTER OF UNDERSTANDING #11

Re: Twelve (12) Hour Rotating Shift in BRDF

1. The Parties agree to the creation and implementation of a twelve (12) hour rotating shift applicable to the Shift Engineers and Relief Shift Engineers in the Bioenergy Research Development Facility (BRDF) in Building Operations.
2. The parties agree that employees working the 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 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.
3. **Hours of Work:**
The rotating shift hours of work described in Article 7.02 of the Collective Agreement shall be amended to a day shift of 6:00 a.m. to 6:00 p.m. and a night shift of 6:00 p.m. to 6:00 a.m. The hours of work for the non-rotating employees as described in Article 7.03 of the Collective Agreement shall continue as present practice, including the nine-day fortnight currently in practice.
4. Employees working the 12 hour rotating shift will be scheduled 156 shifts per year to a maximum of 1872 hours.
5. 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 Monday to Friday weekday, where possible.
6. The BRDF requires a Shift Engineer on both dayshift and night shift during planned maintenance shutdowns. In the event of an emergency shutdown the Shift Engineers may be required to work on either the dayshift or the night shift. Changes to the schedule will not be made unreasonably.
7. The Relief Shift Engineer(s) 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.

8. The Shift Engineer or the Relief Shift Engineer when working a make-up shift can be asked to cover the shift if the scheduled Shift Engineer calls in sick.
9. 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.
10. Each employee will receive a copy of the annual shift schedule in January of each year.
11. 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 Chief Engineer, in charge of the Plant, or his designate, the Assistant Chief Engineer, to ensure continuous shift coverage. Only in an extreme 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 double shifts. Minimum coverage is set out by the Chief Engineer to satisfy the requirements of the BPVA.
12. **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.
13. 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.
14. It is recognized that these breaks are paid and therefore to be taken within the BDRF Plant premises as employees are responsible for monitoring all Plant systems and equipment covered by BPVA, and responding to critical and emergency alarms, trouble calls and other situations, which may arise during the shift.
15. **Shift Differential:**

Employees working the 12 hour rotating shift will receive a shift differential of twelve percent (12%) of their base rate on the night shift. No shift differential will apply to the day shift.
16. **Overtime:**

All time worked beyond the shift shall be considered overtime and shall be paid for at double (2) time.
17. Employees working the day shift shall receive double (2) time pay for overtime worked and where these hours of overtime extend into the night shift the night shift premium shall apply at the single rate.

18. Employees working the night shift shall receive double (2) time pay for overtime worked and premium at the single rate. Where overtime extends into the day shift, the night shift premium shall apply at the single rate.
19. One banked day taken will be paid as 12 hours. For employees working this shift, the maximum banked time carried over from year to year is 168 hours.
20. The remainder of Article 8 of the Collective Agreement shall apply.
21. **Vacations:**

All vacations shall be calculated and paid in hours to ensure all employees working the 12 hour rotating shift shall receive an equivalent of benefits as otherwise provide to employees working the “normal work day” and the “standard work week”. For example, three (3) weeks’ vacation under the collective agreement is equal to 120 hours (or ten (10) shifts of twelve (12) hours).
22. **Statutory Holidays:**

Statutory Holidays shall be calculated and paid in hours. As such, employees shall be paid eight (8) hours at their regular rate of pay for time not worked for each of the Statutory Holidays listed in Article 10.01 of the Collective Agreement.
23. When an employee works on a Statutory Holiday, he/she shall be paid double (2) time for all hours of their shift that fall on that calendar day, in addition to their regular Statutory Holiday pay as outlined above.
24. When an employee’s day off falls on a Statutory Holiday, he/she will be given eight (8) extra hour’s 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.
25. **Sick Leave:**

Continuing employees working the twelve (12) hour rotating shift shall have their earned and banked sick days converted to an hourly calculation. One and one quarter (1 ¼) sick day earned calculated in hours is equal to ten (10) hours. Fifteen (15) days is equal to one hundred and twenty (120) hours.
26. When an employee is absent a shift due to illness or injury, twelve (12) hours pay at the regular rate of pay will be drawn from the employee’s sick leave bank.
27. **Bereavement Leave:**

Bereavement leave benefits shall be calculated and paid in hours to ensure all employees working the twelve (12) hour rotating shift receive an equivalent of benefit. As such, the collective agreement provisions of “five (5) regularly scheduled consecutive workdays” 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 paid as bereavement leave, and the remaining eight (8) hours may either be drawn from one’s overtime bank or taken as

unpaid leave. Likewise, “three (3) regularly scheduled consecutive workdays” is calculated and paid as twenty-four (24) hours, granting an employee two (2) consecutive shifts leave without loss of pay and benefits.

28. If an employee requests additional time off as unpaid leave, from the remainder of the four or five day scheduled block, their request shall not be unreasonably denied.

29. Christmas Leave:

To ensure an equivalent of benefit, Christmas leave shall be calculated and paid in hours. Three (3) days leave of absence with pay under Article 20.04 is calculated as twenty-four (24) hours, the equivalent of two (2) twelve (12) hour shifts.

30. 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. Such employees shall be paid at straight time and granted two (2) shifts’ leave of absence with pay at some mutually agreeable time.

31. The remainder of Article 20.04 of the Collective Agreement shall apply.

32. Term and Conditions:

This Letter of Understanding will be in effect until such time as the parties agree to revert to the standard hours of rotation as set out in article 7.02 of the collective agreement. The Parties agree to review this agreement and address any issues or concerns that may arise. Any changes to the Letter of Understanding will be by mutual agreement of the Parties.

Maynard Witvoet

For the University

Date

September 16, 2013

Sandra Taylor

For the Union

Date

September 16, 2013

LETTER OF UNDERSTANDING #12

Re: Powerhouse Shutdown – Article 12 Technological Change

In the event that the University constructs and operates the UBC Campus Energy Centre, and shuts down the Powerhouse, the parties agree that existing Powerhouse employees will receive notice in accordance with Article 12 Technological Change of the collective agreement.

Maynard Witvoet

For the University

Date

September 17, 2013

Sandra Taylor

For the Union

Date

September 17, 2013

LETTER OF AGREEMENT #1

THE TERMS OF THIS LETTER WILL BE BINDING ON THE PARTIES BUT WILL EXIST OUTSIDE OF THE COLLECTIVE AGREEMENT

Re: Temporary Head Position – Energy Conservation Project

In the event the University has need of a Temporary Head Position for a period of up to thirty-six (36) months, it will consult with the Union on the nature of the energy conservation project, as well as the anticipated duration and the scope of the work.

The University will then establish a job description for the Temporary Head Position – Energy Conservation Project in line with the Head Maintenance Engineer, and Head Maintenance Engineer – Technical Services positions. The position will be responsible for a project, coordinating work, monitoring systems, supervising work, ensuring regulatory compliance, liaising between contractors, and University departments as well as carrying out any other related duties as necessary, in keeping with the requirements of the position and project. The rate of pay of the position will be the Head Maintenance Engineer rate.

The position will be posted and filled in accordance with the Collective Agreement provisions.

Maynard Witvoet

For the University
Date
June 12, 2013

Saundra Taylor

For the Union
Date
June 12, 2013
