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# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF BRITISH  
COLUMBIA  
AQUATIC CENTRE**

**AND**

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

**January 1, 2008 - December 31, 2010**

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**COLLECTIVE AGREEMENT**  
between  
**UBC AQUATIC CENTRE**  
and  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 116**

## **PREAMBLE**

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

## **ARTICLE 1 MANAGEMENT RIGHTS**

### **1.01**

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

### **1.02**

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

## **ARTICLE 2 UNION RECOGNITION**

### **2.01 Bargaining Authority**

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

### **2.02 Union Officers and Committee Members**

- a) **Recognition:** The Employer recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to this collective agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.
- b) **Limitation:** The number of Stewards recognized by the Employer shall not exceed three (3) at any one time and the Union shall notify the Employer in writing of the names of these Stewards.
- c) **Access:** An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or designate is first contacted and his/her approval has been received, which approval shall not be unreasonably

- denied. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.
- d) Union officer and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.
- e) When an employee has been selected by the Union to attend a conference, convention or other union function, the Union will reimburse the Employer for the employee's wages if the Employer replaces the employee on such leave.

## ARTICLE 3 NO DISCRIMINATION

### 3.01

There will be no discrimination against any employee by reason of his/her race, colour, creed, national origin, marital status, sex, sexual orientation, family relationships, disability, political or religious affiliations, citizenship, **age**, place of residence, nor by reason of his or her membership or activity in the Union.

### 3.02 Harassment

- a) The Employer recognizes the right of employees to work in an environment that is harassment free.
- b) The following definitions of harassment apply for all purposes of this Agreement:
- i. Sexual harassment is defined as any comment or conduct of a sexual nature that is known or ought to be reasonably known to be unwelcome and shall include, but is not limited to:
    - sexual solicitation or advances; inappropriate touching or sexual comments; or
    - any threat of reprisal which might reasonably be perceived as placing a condition on employment by a person in authority after improper conduct is rejected.
  - ii. Personal harassment is defined as: verbal threats and/or verbal abuse; derogatory comments that ought reasonably to be known to be offensive; physical threats and/or physical abuse; psychological abuse; intimidation; gender or ethnic based jokes, insults or taunting, and derogatory comments about an employee's sexual orientation.
- c) Nothing in the above definitions or in the application of this article is intended to reduce, restrict or fetter in any way the Employer's right and ability to manage and/or discipline its employees.
- d) As an alternative to making a formal complaint under section (e), employees who feel they have been harassed, may take the matter up, informally, with the Union and/or the Manager or, if the Manager is involved in the complaint, with

- the Chair of the Management Committee. When the matter cannot be resolved on an informal basis, the complainant has the right to make a formal complaint under section (e).
- e) Employees wishing to file a formal harassment complaint shall do so, in writing, to the manager or to the Chair of the Management Committee, if the Manager is involved in the complaint, within a reasonable period of time following the alleged offence. The Union shall receive a copy of all such complaints. The employee may be accompanied by a representative of the Union, at all meetings she/he attends regarding the complaint, if the employee so desires.
  - f) The Manager or the Chair of the Management Committee shall investigate the complaint and, in consultation with the Union, take such actions as are necessary to resolve the matter. The Employer shall endeavor to complete its investigation within fourteen (14) calendar days following receipt of the complaint. If the parties are unable to resolve the matter to their mutual satisfaction, either party may refer the matter to the arbitration procedure under this Agreement for resolution.
  - g) All complaints and discussions regarding complaints of sexual harassment lodged under this article shall be treated in the strictest confidence.
  - h) An employee, who initiates a complaint under this article, shall not thereafter institute any alternative method or procedure to resolve the matter, until the procedures outlined in this article have been completed.
  - i) If a complaint of harassment under this policy is determined to be of a frivolous, vindictive or vexatious nature, the Employer shall take appropriate disciplinary action against the employee lodging the complaint, up to and including dismissal.

## **ARTICLE 4 UNION MEMBERSHIP AND DUES CHECK OFF**

### **4.01 Membership Requirements**

- a) All employees shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.
- b) The Union shall not, without good and sufficient cause, refuse an employee applying for membership nor suspend or expel any member from membership.

### **4.02 Check-off of Union Dues**

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

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

### **4.03 Transmittal to Union**

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

#### **4.04 Year-End Statement of Members' Dues Deductions**

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

### **ARTICLE 5 DEFINITIONS**

#### **5.01**

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

#### **5.02**

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

#### **5.03**

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

#### **5.04**

Casual Employee: is a non-student employee hired on an as needed basis to assist or supplement the permanent work-force in the performance of bargaining unit work. Casual employees shall remain on probationary employee status for the full period of their employment and shall be eligible only for those terms and conditions of this Agreement where such eligibility has been explicitly stated. The period of employment for any casual employee shall not exceed four (4) consecutive calendar months without the approval of the Union, which approval shall not be unreasonably denied.

**5.05**

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

**5.06**

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

**ARTICLE 6 NO STRIKES OR LOCKOUTS****6.01**

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

**6.02 Picket Lines**

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

**ARTICLE 7 JOINT CONSULTATION COMMITTEE**

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

## ARTICLE 8 GRIEVANCE PROCEDURE

### 8.01

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

### 8.02

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

### 8.03

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

### 8.04 Grievance Procedure

- a) Step 1: When the matter cannot be resolved informally under section 8.03, the Union's steward shall present the grievance, in writing, to the facility Manager, or designate. If possible, the grievor shall be in attendance when the grievance is presented and discussed at this Step. Grievances must be formally initiated under this procedure within fourteen (14) calendar days following the incident-giving rise to the grievance, or within fourteen (14) calendar days after the grievor or the Union first becomes aware of such incident.
- b) Step 2: When the grievance is not settled within seven (7) calendar days of being presented at Step 1, a representative of the Union shall present the grievance to the Chair of the Management Committee. If possible, the facility Manager and the grievor shall be in attendance when the grievance is presented and discussed at this Step.
- c) Step 3: When the grievance is not settled within seven (7) calendar days of being presented to the Chair of the Management Committee at Step 2, either party may submit the grievance to Arbitration for final resolution pursuant to article 9.

### 8.05

- a) Where a grievance arises involving a general application or interpretation of this Agreement, or where a group of employees has a grievance, the Union shall initiate such grievance at step 1, within the time limits set-out in that Step.
- b) Should the Employer have a grievance, it shall forward same to the Union's President, in writing within fourteen (14) calendar days following the incident giving rise to the grievance, or within fourteen (14) calendar days after it first becomes aware of such incident. The Union and the Employer shall meet to discuss Employer grievances within seven (7) calendar days, after the grievance has been received by the Union.

- c) If an Employer grievance is not settled within seven (7) calendar days after the first meeting referred to above, it may be submitted to arbitration by either party for final resolution pursuant to article 9.

#### **8.06**

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

#### **8.07**

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

#### **8.08**

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

### **ARTICLE 9 - ARBITRATION PROCEDURES**

#### **9.01**

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

#### **9.02**

The arbitrator is to be governed by the following provisions:

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

### **9.03 Grievance Settlement**

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

- a) A grievance may be submitted for settlement under this section at any step of the Grievance Procedure up to and including referral to Arbitration.
- b) Once a grievance has been referred to this process, the parties shall prepare an agreed statement of facts which shall include the issue in dispute, the remedy sought, and the respective positions of the parties.
- c) The procedures for this grievance settlement process shall be consistent with those used by officers under Section 105 of the Labour Relations Code, except that their recommendations for settlement shall be binding to the degree necessary to settle the grievance referred to them on a "without prejudice or establishing precedent" basis, unless the parties mutually agree otherwise.
- d) The grievance settlement officer for the purpose of this grievance settlement process shall be selected in consultation with the Director of the Arbitration Bureau.
- e) Any expenses of the grievance settlement officer shall be shared equally between the parties.

## **ARTICLE 10 - DISCIPLINE/DISCHARGE**

### **10.01**

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

### **10.02 Right to Have a Steward Present**

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

### **10.03**

Employees may request the removal of any disciplinary document, other than formal performance evaluations, from their personnel files after twenty-four (24) months has expired from the date such document was placed therein, provided no other disciplinary document has been placed on the employee's file during this period. The Employer shall not unreasonably deny such requests based upon all of the circumstances of the matter.

## ARTICLE 11 - SENIORITY

### 11.01

#### a) Definition:

- i. Permanent employees - service in the bargaining unit from the initial date of hire as a permanent employee, including service prior to certification of the Union.
  - ii. Student employees - accumulated hours worked in the bargaining unit by classification, including service prior to certification of the Union. For purposes of calculating student seniority only, the classifications of Lifeguard/Instructor and Shift Supervisor are considered as one classification.
- b) Student employees may only exercise their seniority for purposes of obtaining available work pursuant to article 14 and in applying for permanent vacancies pursuant to section 12.02.

### 11.02

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

### 11.03

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

### 11.04

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

## ARTICLE 12 PROMOTIONS AND STAFF CHANGES

### 12.01

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

### 12.02

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

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

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

### 12.03

- a) Permanent employees, who accept promotion into a posted position, shall serve a three (3) month trial period in the new position. During such trial period, the Employer may return an employee, who is unable to satisfactorily perform the duties of the new position, to the position such employee held prior to the promotion, or the employee may, without prejudice, elect to return to his/her former position.
- b) Student employees, hired into permanent positions, shall serve a new three (3) month probationary period. Should they fail to successfully complete this probationary period, they may revert to their student employee status and assume the seniority they had at the time of accepting the permanent position, provided they continue to meet the requirements for employment as a student and their failure to successfully complete the permanent probationary period does not represent just cause for termination of their employment generally.

## ARTICLE 13 LAYOFF AND RECALL

### 13.01

- a) Permanent employees shall be laid off within each classification, in reverse order of their seniority.
- b) Student hours shall be reduced, as necessary, before the layoff of a permanent employee, provided the permanent employee has the qualifications, experience, skill and ability to perform the work of the student(s) in question.

### 13.02

- a) Except in cases of strikes, lockouts, or other circumstances beyond its control, the Employer shall notify permanent employees, who are to be laid off, in accordance with the notice requirements of the Employment Standards Act, or successor act.
- b) When a permanent employee is not given opportunity to work during such notice period, she shall be paid for those days upon which work was not made available.

### 13.03

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

**13.04**

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

**13.05**

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

**13.06**

- a) Laid-off permanent employees on the recall list shall be recalled, in seniority order, to positions for which they have the required qualifications, experience, skill and ability, before new employees are hired or student employees are offered such available hours.
- b) Laid-off permanent Employees shall be recalled on this basis, provided they respond within forty-eight (48) hours of the initial contact by the Employer.

**13.07**

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

**13.08**

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

**ARTICLE 14 - HOURS OF WORK AND OVERTIME****14.01 Normal Hours - Permanent and Casual Employees**

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

#### **14.02 Normal Hours - Student Employees**

- a) Student employees shall be scheduled in accordance with section 14.05 so as to best meet the Employer's operational requirements.
- b) Student employees normally work a maximum of twenty (20) hours per week during the winter session.
- c) During the summer session, student employees may be scheduled to work up to eight (8) hours per day, exclusive of a one (1) hour unpaid lunch break, and up to thirty-four (34) hours per week.
- d) Student employees shall normally receive a minimum of two (2) hours pay for any shift in which they actually commence work. This notwithstanding, student employees may request to work a shift of not less than one (1) hour duration and be paid only for the time actually worked. The Employer reserves the right to grant such requests on the basis of its operational requirements.
- e) **Overtime – Student Employees** In accordance with Article 14.02 (c), student employees may be scheduled to work a maximum of eight (8) hours per day and thirty-four (34) hours per week in the summer session. However, student employees working in the summer session may volunteer to work additional hours at straight-time rates, to a maximum of forty (40) straight-time hours in any week, with the approval of the Union, which approval shall not be unreasonably denied. When two (2) or more employees are seeking to volunteer for the same hours, seniority shall apply.

#### **14.03 Coffee Breaks**

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

#### **14.04 Overtime and Overtime Rates**

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

##### Daily Overtime:

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

**Weekly Overtime:**

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

**14.05 Student Work Scheduling**

- a) The Employer shall post those blocks of work, by classification, that it reasonably expects to be available in the forthcoming semester, sufficiently in advance of the commencement of each semester so that the following sign-up procedures can be completed.
- b) There are be three (3) distinct student classifications for scheduling purposes:
  - i) Lifeguard/Instructor
  - ii) Shift Supervisor
  - iii) Cashier Attendant
- c) To work in the Shift Supervisor classification, an employee must have previously worked in that classification or he/she must be acceptable to the Employer as a Shift Supervisor.
- d) Operational requirements permitting, blocks of work posted under subsection (a) shall be for a minimum duration of two (2) hours on Monday through Friday during the winter and summer session or during examination periods; and four (4) hours during other times.
- e) Student employees may sign-up, in seniority order, for the blocks posted above, provided that the Employer reserves the right to group blocks of work so as to best meet its operational requirements and to require employees wishing to work part of any such grouping to sign-up for and work all shifts in that group.
- f) No employee may sign-up for more than twenty (20) hours per week during the winter session until all other employees have been given the opportunity to sign-up in seniority order.
- g) The entire sign-up process must be completed by all employees within two (2) weeks after the Employer posts its expected requirements under subsection (a). The Employer reserves the right to schedule any student work outstanding at the expiry of this expiry of this two (2) week sign-up period, seniority notwithstanding.
- h) Employees, who fail to show-up at their scheduled sign-up appointment or who fail to provide the Program Coordinator with their work selection, in writing, prior to their scheduled sign-up appointment, shall be placed at the bottom of the sign-up list, seniority notwithstanding. And they shall not be permitted to sign-up for that semester until all other employees have had opportunity to do so.

**14.06 Student Employee Absences**

- a) Student employees are required to work all scheduled shifts, unless they are sick and/or disabled, or they are otherwise unable to do so.
- b) Student employees may request leave from the Manager or designate when they are seeking to otherwise miss a shift. Requests for leave shall not be unreasonably denied under this section, provided that employees involved in

- instructional programs shall only be granted leave in extraordinary circumstances.
- c) Student employees, who are to be absent from work, must arrange for a replacement employee, acceptable to the Manager or designate. The absent employee and the replacement employee must both complete and sign a Shift Change Form provided by the Employer and submit same to the Manager or designate for approval, at least seventy-two (72) hours prior to the starting time of the shift in question.
  - d) On the first occasion that a student employee is absent from work in contravention of subsection (a), or without arranging a satisfactory replacement in accordance with subsection (c), the employee shall receive a written warning; on the second such occasion the employee's accumulated seniority shall be reduced by eight (8) hours and on the third such occasion, the employee shall be deemed to have resigned and his/her employment shall be terminated in all respects.
  - e) When a student employee is absent from work and it was impossible for that employee to arrange for a replacement under subsection 14.06(c), she may apply to the Manager or designate for a waiver for purposes of subsection 14.06(d). Requests for a waiver under this Article shall not be unreasonably denied, provided the merits of the particular case warrant the provision of such waiver.

#### **14.07 Additional Student Work**

- a) Student employees, who are seeking to work additional hours, shall make this desire known in writing to the Program Coordinator. The Program Coordinator shall maintain a Call List of such employees by classification, based upon availability and in seniority. This Call List shall be posted in the work place and periodically distributed to student employees, to assist them when seeking replacements to work in their stead. Student employees seeking replacements under subsection 14.06(c), shall utilize the Call List, in seniority order, provided that no financial or other liability accrues to the Employer should they fail to do so.
- b) Student employees, who consistently fail to utilize the Call List to arrange for replacement employees shall, upon formal request to the Employer by the Union, be subject to the same disciplinary measures as are imposed upon employees for missing work under section 14.06; namely, an initial written warning, followed by a reduction in seniority by eight (8) hours and termination of employment, should the problem persist.
- c) For its part, the Employer agrees to utilize the Call List when assigning unscheduled student work. The Employer shall endeavor to assign such work to student employees from the Call List, by classification in seniority order. The Employer shall be considered to have met its obligations under this subsection (c), by phoning those employees, who have indicated they are available to work the shift times in question, at the telephone number so provided, irrespective of whether such call is answered. The Employer shall record, in writing, when calls are made under this section.

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

#### **14.08 Cancellation of Student Work**

- a) The Employer retains the right to cancel previously scheduled student work when operational needs require. The Employer shall provide as much notice as operationally possible to affected employees, when it does so.
- b) Where more than one (1) student employee in a classification is affected by the cancellation of work under this section, the on-call employee(s), if any, working in that classification on the shift(s) in question shall be the first one cancelled, followed by those scheduled employees in that classification and shift, in reverse order of their seniority, provided that the employees retained have the qualifications, experience skill and ability to do the work remaining.
- c) Student employees, who have previously scheduled shifts cancelled by the Employer, shall be placed at the top of the Call List by classification and their stated availability, irrespective of their seniority. When these employees have been offered sufficient work within their classification to replace the cancelled hours, irrespective of whether they accept such work, their names shall be moved to their normal seniority position on the Call List.

#### **14.09 Preparation Time**

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

#### **14.10 Conferences, In-service Training & Education/Opportunities**

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

## ARTICLE 15 PAID HOLIDAYS

### 15.01 Entitlement

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

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

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

- b) Student employees, casual employees, and permanent employees who have not completed thirty (30) calendar days service, shall be eligible for paid holidays in accordance with the *Employment Standards Act*.

### 15.02 Payment Procedure

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

### 15.03 Eligibility Requirements

- a) Permanent employees shall not be eligible for paid holidays occurring:
- i) during periods of unpaid leave,
  - ii) when they are laid off and on the recall list,
  - iii) when they are in receipt of WCB payments for the day(s) in question, and/or
  - iv) when they are in receipt of Long Term Disability benefits.
- b) Permanent employees, who are laid off after completing thirty (30) calendar days service and who are recalled to employment during their twelve (12) month recall period, shall be eligible for paid holidays occurring on or immediately after the date of such re-employment.
- c) Permanent employees, who are laid off after completing thirty (30) calendar days service and who are not recalled to employment during their twelve (12)

month recall period, must complete thirty (30) calendar days service following their recall in order to be again eligible for paid holidays.

## ARTICLE 16 ANNUAL VACATIONS

### 16.01 Entitlement

- a) Permanent employees shall be entitled to paid annual vacations on the following basis:
  - i. During the first (1st.) calendar year or part calendar year of service: 1-1/4 days' vacation for each month or part-month greater than one-half worked,
  - ii. During the second (2nd.) calendar year of continuous service, up to and including the fifth (5th.) calendar year of continuous service: three (3) weeks,
  - iii. During the sixth (6th.) calendar year of continuous service, up to and including the eighth (8th.) calendar year of continuous service: four (4) weeks,
  - iv. During the ninth (9th.) calendar year of continuous service, up to and including the thirteenth (13th.) calendar year of continuous service: five (5) weeks,
  - v. During the fourteenth (14th.) calendar year of continuous service and in each calendar year of continuous service thereafter: six (6) weeks.
- b) Student and casual employees shall be eligible for vacation pay in accordance with the *Employment Standards Act*.

### 16.02 Vacation Scheduling

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

### 16.03 Effect of Termination on Vacation Entitlement

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

### 16.04 Eligibility Requirements

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

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

## ARTICLE 17 SICK LEAVE

### 17.01 Definition

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

### 17.02 Entitlement

- a) Permanent employees, who have completed their probationary period, shall earn annual sick leave on the basis of one and one-quarter (1.25) days for each month or portion of a month greater than one-half (1/2) actually worked in the year, to a maximum of fifteen (15) days in any calendar year.
- b) An eligible employee's yearly sick leave entitlement shall be advanced on January 1st. of each year. When any sick leave so advanced is used and the employee involved terminates, for any reason, including layoff, before such sick leave has been earned, an adjustment shall be made to that employee's final cheque to repay such overpayment.
- c) Permanent employees, who are awaiting initial receipt of WCB payment for a compensable illness or injury, may utilize their sick leave credits until such WCB payment has been received, provided that the employee turns over to the Employer all moneys received from the WCB for the period in question. The employee's sick leave entitlement shall then be credited with the proportionate number of days represented by the amount received from the WCB and turned over to the Employer.
- d) Subrogation - Employees shall turn over, or cause to be turned over to the University, any monies paid or payable to them by the Insurance Corporation of British Columbia, or any other third party (3<sup>rd</sup>) as a result of a claim for lost wages, where employees have used sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third (3<sup>rd</sup>) party. Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

### 17.03 Sick Leave Bank

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

### **17.04 Proof of Illness**

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

## **ARTICLE 18 LEAVES OF ABSENCES**

### **18.01 Union Business Leave**

- a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or to perform any other function on behalf of the Union and its affiliation shall be allowed a leave of absence without pay.
- b) An employee, who is elected or selected for a full time position with the Union or its affiliates, shall be granted a leave of absence without pay or loss of seniority for a period of three (3) years, provided in the case of student employees, they meet the academic requirements for employment (article 5.03) following the period of the leave. In order to receive the benefit of this section, employees must maintain the qualification requirements permitting their return to work following expiration of the leave.
- c) The Employer shall continue to pay the normal wages, and maintain the benefits where applicable (including pension plan contributions), of employees who are on unpaid leave under sub-sections (a) or (b) above, provided the Union reimburses the Employer for the actual cost of so doing.

### **18.02 Bereavement Leave**

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

### **18.03 Jury or Court Witness Duty**

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

### **18.04 Maternity, Adoption and Parental Leave**

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

### **18.05 General Leave**

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

### **18.06 Paid Leave [Christmas]**

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

## **ARTICLE 19 WAGES**

### **19.01**

Employees shall be paid on a bi-weekly basis in accordance with Schedule "A" attached to and forming part of this agreement. **Effective April 1, 2008 employees shall be paid on a semi-monthly basis in accordance with Schedule "A" attached to and forming part of this agreement.**

### **19.02**

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

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

## **ARTICLE 20 JOB CLASSIFICATIONS/RECLASSIFICATION**

### **20.01 Job Description**

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

### **20.02 Changes in Classification**

The Employer shall prepare a new job description whenever a new bargaining unit classification is created, or shall amend the existing description when a significant permanent change is made to the duties of an existing classification. The parties shall

meet to negotiate the rate of pay for such position(s) and should they fail to agree, the applicable rate of pay may be submitted to arbitration under this Agreement for resolution by either party.

## **ARTICLE 21 BENEFIT PLANS**

### **21.01 Basic Group Life Insurance and Long Term Disability Plan**

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

### **21.02 Medical, Extended Health and Dental Plans**

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

- (i) **Medical Plan means the Medical Services Plan of BC**
- (ii) **Extended Health means the Extended Health Plan**
- (iii) **Dental plan means the Dental Plan which provides Plan "A & B" Basic and Preventative Services and Plan "C" Major Restorative such as Crown and Bridge Procedures and Plan "D" Orthodontic Coverage and are subject to the terms of the plan.**

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

### **21.03 Workers' Compensation Pay Supplement**

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

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

## **21.04 UBC Staff Pension Plan**

All permanent employees, eligible as defined by the UBC Staff Pension Plan, will be eligible to join the Pension Plan on the first day of employment if hired on the first month otherwise on the first day of the month following employment. All permanent employees will be required to join the Pension Plan after the later of the attainment of age 30 or the completion of three (3) years (36 months) of continuous service.

## **ARTICLE 22 HEALTH AND SAFETY**

### **22.01**

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

### **22.02**

The Health and Safety Committee shall educate employees in the bargaining unit with their rights and obligations under the Act.

### **22.03**

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

### **22.04**

Time spent on site during regularly scheduled hours of work, by Union members of the Health and Safety Committee, in compliance with the Act, shall be considered as time worked and paid at straight-time rates by the Employer, provided that, wherever possible, the Committee's work is performed during periods when the Union members are not scheduled to work.

### **22.05**

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

### **22.06**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be the Employer's expense.

## **ARTICLE 23 TECHNOLOGICAL AND OTHER CHANGE**

### **23.01**

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

## ARTICLE 24 CONTINUATION OF ACQUIRED RIGHTS

### 24.01

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

## ARTICLE 25 GENERAL CONDITIONS

### 25.01 Proper Accommodation

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

### 25.02 Bulletin Board

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

### 25.03 Recertification

In order to reduce the cost of certification for employees, the Employer shall apply a twenty percent (20%) discount on the total course fee for up to three (3) certification clinics held at the UBC Aquatic Centre per year per eligible employee. Permanent employees and student employees who have accumulated four hundred (400) hours of work shall be eligible for this discount. Employees wishing to attend re-certification sessions held at the UBC Aquatic Centre must provide the Employer with all current aquatic awards, including photocopies, in order to participate in any such session. It is further understood that the Employer may limit the number of student participants in any certification clinic held at the UBC Aquatic Centre to ensure that such clinic remains profitable. It is further understood that attendance at these sessions by employees is not considered as time worked.

### 25.04 Clothing Allowance

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

### 25.05 Tuition Fee Benefit

**University of British Columbia Courses** on completion of the probationary period, a permanent employee shall be entitled to a tuition fee benefit to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year (12 months). Non-credit courses offered through the Centre For Continuing Education may be taken up to the equivalent in fees over a year. To determine the

equivalent in fees, reference should be made to the fee of six (6) credits (formerly 3 units) in the University Calendar.

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

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

## **ARTICLE 26 CONTRACTING OUT SPECIALTY INSTRUCTION**

### **26.01**

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

### **26.02**

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

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

### **26.03**

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

### **26.04**

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

### **26.05**

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

## ARTICLE 27 TERM OF AGREEMENT


### 27.01 Duration

This Agreement shall be binding for thirty-six (36) months, effective **January 1, 2008** and expiring **December 31, 2010** and shall continue from year to year thereafter unless terminated by either of the Union taking legal strike action or the Employer taking legal lockout action.

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

Signed this 29 day of April, 2008 in the City of Vancouver, British Columbia.

  
\_\_\_\_\_  
For the University of British Columbia

  
\_\_\_\_\_  
On behalf of CUPE Local 116

## SCHEDULE "A"

### HOURLY WAGE RATES

'A' – effective January 1, 2008 (2.20% increase)

'B' – effective January 1, 2009 (2.30% increase)

'C' – effective January 1, 2010 (2.30% increase)

**Classifications**

**Increments**

**Permanent Employees:**

**Head Guard**

	A	B	C
Step 1	\$17.65	\$18.04	\$18.44
Step 2	18.78	19.20	19.62
Step 3	19.97	20.41	20.86

**Student employees:**

**Shift Supervisor**

Step 1	\$15.59	\$15.93	\$16.28
Step 2	16.13	16.48	16.84
Step 3	16.66	17.03	17.40

**Lifeguard/Instructor**

Step 1	\$13.69	\$14.00	\$14.30
Step 2	14.24	14.55	14.87
Step 3	14.79	15.11	15.45

**Cashier Attendant**

Step 1	\$12.10	\$12.37	\$12.64
Step 2	12.65	12.93	13.22
Step 3	13.19	13.48	13.78

**Notes:**

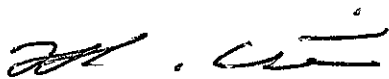
- a) Employees shall be paid at the increment step applicable to their cumulative hours worked in each classification pursuant to Article 19.02 of this Agreement.
- b) Should parties and private lessons not be able to be scheduled within the minimum two hour guarantee under Article 14.02, employees shall receive one hour's pay for each ½ hour worked for private lessons and ¾ of an hour's pay for each ½ hour worked for parties.

## Letter of Understanding #1

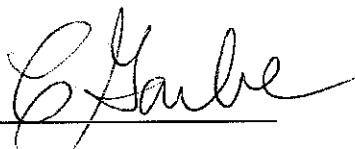
### Re: Safety at Night

If for any unforeseen reasons the ramp is not available, the parties shall meet to develop a mutually acceptable approach, which addresses the safety concerns of staff. In this regard, the Employer will seek permission from UBC Parking Department to allow vehicles to park at another location close to the facility, subject to approval from the Fire Marshall.

Signed this 29<sup>th</sup> day of April, 2008 in the City of Vancouver, British Columbia



On Behalf of the University of British Columbia



On Behalf of CUPE Local 116

## Letter of Understanding #2

**Re: Specialty\Instruction**

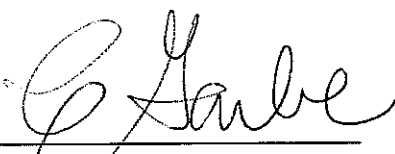
Notwithstanding the overtime provisions of the Collective Agreement, and in order to maintain the status quo for employees, the parties agree on a without prejudice and without precedent basis as follows:

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

Signed this 29<sup>th</sup> day of April, 2008 in the City of Vancouver, British Columbia



On Behalf of the University of British Columbia

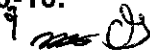


On Behalf of CUPE Local 116

## Letter of Understanding #3

Re: Fiscal Dividend

Having agreed the term of the Collective to be from January 1, 2008 to December 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 200-10.



### 1.0 Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

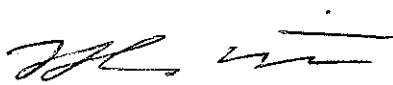
- The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
- Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
- The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e. 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the fund will be available.
- Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

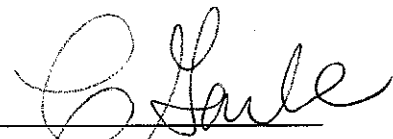
1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.

**1.4 The payment will be paid to “permanent employees” on payroll as of March 30, 2010 and who have worked 1820 regular hours between April 1, 2009 and March 31, 2010. Permanent employees who have been on an absence without pay in excess of 30 days will have the payment pro-rated based on percentage of hours worked.**

**“Student employees” and “casual employees” who work less than 1820 hours between April 1, 2009 and March 31, 2010, as well as any employee hired subsequent to April 1, 2009, will be paid a pro-rated lump sum amount based upon the percentage of full-time hours worked during the period.**

Signed this <sup>th</sup> 29 day of April, 2008 in the City of Vancouver, British Columbia

  
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On Behalf of the University of British Columbia

  
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On Behalf of CUPE Local 116