

CUPE 2950
Settlement for New Collective Agreement

The following is a comprehensive report of the new collective agreement including language changes.

Term: (Article 37) April 1, 2005 to March 31, 2010

Benefits: Remain the same except as noted below in language changes.

Language Changes:

Specific changes to the language are noted in quotations (“ ”).

Article

3.03 (C) Sessional Employee

- Changed from eight months to “nine” months

5.06 Contracting Out Cost Savings (language redundant - time has expired)

- Deleted Article

7.04 One Hour Explanation (reflects current practice)

- Deleted – “in conjunction with the induction process at Human Resources”
Changed to – “The University agrees that up to two (2) Union representatives shall be allowed one (1) hour during working hours to meet and discuss the function of the Union with all new employees.” Both the Union...

9.01 Human Rights (language redundant – already covered in first paragraph)

- Deleted last paragraph

22.01 Job Postings (reflects current practice)

- Changed - in first paragraph to – “All vacancies for continuing and sessional positions shall be posted on the employer’s web site with an electronic copy to the Union Office, for at least five (5) working days. A paper copy shall be posted on the Human Resources bulletin board.” All vacancies...

“A copy of all job postings, upon the employee’s request, shall be sent to all employees on the recall lists.”

22.09 Assignment Outside the Bargaining Unit

- Added – “When an employee is filling a maternity/parental/adoption leave vacancy she/he shall retain her/his seniority rights for up to twelve (12) months.” If the employee returns to a position in the bargaining unit within six (6) months “or twelve (12) months in the case of maternity/parental/adoption leave replacements,”...If the employee does not return to a position in the bargaining unit within six (6) months “or twelve (12) months in the case of maternity/parental/adoption leave replacements,”

22.10 Placement (S. Kelleher is now a judge)

- Changed Stephen Kelleher to “Robert Pekeles”

28.02 (C) Work Day and Work Week

- Added – “(iv) Seven and one-half (7 ½) hours per day fourteen days per three-week period.” ...

“In accordance with Article 26.06 and in relation to other provisions such as 26.05 Special Holidays and 30.08 Paid Leave (Christmas) the parties agree employees will be required to make-up the difference in annual hours of their approved form of work week to that of the Standard Work Week schedule (1820 hours per annum).”

28.03 (B) Relief Periods

- Added – “An employee’s relief periods may be combined by mutual agreement between the employee and manager. Such combination is not to be used to shorten an employee’s regular work day.”

30.02 (A) Compassionate Leave

- Added “grandchild” to definition of immediate family

33.02 Suspension

- Deleted “Suspension shall not exceed five (5) working days.” (the next step is termination – this allows for the option of a longer suspension when appropriate in the circumstances)

33.03 Discharge

- Deleted (B) and (C)

36.03 Direct Deposit (NEW)

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

Chan Centre

NEW Article - Chan Centre (was previously Letter of Understanding outside of the Collective Agreement)

25.01 Permanent Library Card

- Added to include Chan Centre members

28.02 Meal Periods and Breaks

- **(B)** Added - “The appending of this time to the end of a shift will not cause a meal penalty.”
- **(D)** Changed to – “Where a meal period occurs near the end of a shift an employee may request to work through the end of a shift and leave work. In cases where the meal break is a paid break then the paid break shall be added to the end of the shift. Approval of such requests shall not result in a meal penalty.”

General Wage Increases

The following general wage increases will be provided (other than the Chan Centre):

- April 1, 2005 - 1.5%
- April 1, 2006 - 2.0%
- April 1, 2007 - 2.2%
- April 1, 2008 - 2.25%
- April 1, 2009 - 2.2%

Article 36.01 Pay Bands and Wages effective April 1, 2005 (D R A F T)

4/1/2005 1.5%	Step 1			Step 2			Step 3		
	Hourly	Monthly	Yearly	Hourly	Monthly	Yearly	Hourly	Monthly	Yearly
A	16.40	2,493	29,914	16.51	2,510	30,121	16.68	2,534	30,413
B	16.90	2,569	30,828	17.01	2,586	31,035	17.18	2,612	31,339
C	17.76	2,700	32,399	17.89	2,720	32,642	18.08	2,748	32,971
D	18.35	2,789	33,471	18.48	2,810	33,714	18.80	2,857	34,287
E	18.93	2,878	34,530	19.06	2,898	34,774	19.43	2,953	35,432
F	19.75	3,002	36,028	19.88	3,023	36,272	20.18	3,067	36,808
G	20.34	3,092	37,100	20.49	3,115	37,380	20.80	3,161	37,929
H	21.01	3,193	38,318	21.15	3,216	38,586	21.57	3,278	39,341
I	21.69	3,297	39,561	21.84	3,320	39,841	22.28	3,386	40,632
J	22.38	3,402	40,827	22.54	3,427	41,120	22.99	3,495	41,936
K	23.07	3,507	42,082	23.23	3,531	42,374	23.71	3,604	43,251
L	23.76	3,611	43,336	23.92	3,637	43,641	24.42	3,712	44,542
M	24.45	3,717	44,603	24.63	3,744	44,932	25.14	3,821	45,858
N	25.15	3,824	45,882	25.32	3,849	46,187	25.85	3,929	47,149
O	25.85	3,929	47,149	26.02	3,955	47,465	26.56	4,038	48,452

Article 36.01 Pay Bands and Wages effective April 1, 2006 (D R A F T)

4/1/2006 2%	Step 1			Step 2			Step 3		
	Hourly	Monthly	Yearly	Hourly	Monthly	Yearly	Hourly	Monthly	Yearly
A	16.73	2,543	30,512	16.84	2,560	30,724	17.01	2,585	31,022
B	17.24	2,620	31,444	17.35	2,638	31,655	17.53	2,664	31,966
C	18.12	2,754	33,047	18.25	2,775	33,295	18.44	2,803	33,631
D	18.72	2,845	34,140	18.85	2,866	34,389	19.17	2,914	34,972
E	19.31	2,935	35,221	19.44	2,956	35,469	19.82	3,012	36,140
F	20.15	3,062	36,749	20.28	3,083	36,997	20.58	3,129	37,544
G	20.75	3,154	37,842	20.90	3,177	38,128	21.21	3,224	38,687
H	21.43	3,257	39,085	21.58	3,280	39,358	22.00	3,344	40,128
I	22.12	3,363	40,352	22.28	3,386	40,638	22.72	3,454	41,445
J	22.83	3,470	41,644	22.99	3,495	41,942	23.45	3,565	42,774
K	23.53	3,577	42,924	23.70	3,602	43,222	24.18	3,676	44,116
L	24.24	3,684	44,203	24.40	3,709	44,514	24.91	3,786	45,433
M	24.94	3,791	45,495	25.13	3,819	45,831	25.64	3,898	46,775
N	25.65	3,900	46,800	25.83	3,926	47,110	26.37	4,008	48,092
O	26.37	4,008	48,092	26.55	4,035	48,415	27.09	4,118	49,421

An additional 1.99% has been allocated for April 1, 2005 to April 1, 2009 to be applied to the wage grid in relation to the new job evaluation plan.

The wage grid will not reflect any general wage increases for Pay Band A for the duration of the collective agreement (there are currently no members occupying this pay band). The draft of the wage grid below only reflects general increases from April 1, 2005 and April 1, 2006 as we anticipate the additional Job Evaluation monies will be applied at a later date in relation to the completion of discussions of the new plan (see new JE letter).

The following general wage increases will be provided to members at the Chan Centre:

- April 1, 2005 - 1.5%
- April 1, 2006 - 2.0%
- April 1, 2007 - 2.0%
- April 1, 2008 - 2.0%
- April 1, 2009 - 2.0%

Chan Centre Wage Grid (D R A F T)

	March 31 /05	April 1 /05	April 1 /06	April 1 /07	April 1 /08	April 1 /09
General Wage Increase		1.5%	2%	2%	2%	2%
Position Title						
Front of House Attendant	\$12.10	\$12.28	\$12.53	\$12.78	\$13.03	\$13.29
Front of House Captain 1	\$13.10	\$13.30	\$13.56	\$13.83	\$14.11	\$14.39
Front of House Captain 2	\$14.35	\$14.57	\$14.86	\$15.15	\$15.46	\$15.77
Front of House Coordinator *	\$20.08	\$20.38	\$21.18	\$22.39	\$22.84	\$23.30
Head Concessions Captain	\$14.35	\$14.57	\$14.86	\$15.15	\$15.46	\$15.77
Concessions Coordinator *	\$20.08	\$20.38	\$21.18	\$22.39	\$22.84	\$23.30
Ticket Seller	\$12.10	\$12.28	\$12.53	\$12.78	\$13.03	\$13.29
Ticket Captain	\$14.35	\$14.57	\$14.86	\$15.15	\$15.46	\$15.77
Ticket Coordinator	\$19.08	\$19.37	\$19.75	\$20.15	\$20.55	\$20.96
Stage Technician	\$19.46	\$19.75	\$20.15	\$20.55	\$20.96	\$21.38
Head Technician *	\$20.70	\$21.01	\$21.64	\$22.40	\$22.85	\$23.30
Audio Visual Coordinator	\$21.96	\$22.29	\$22.74	\$23.19	\$23.65	\$24.13
Stage Coordinator	\$21.96	\$22.29	\$22.74	\$23.19	\$23.65	\$24.13
Assistant Technical Director	\$22.96	\$23.30	\$23.77	\$24.25	\$24.73	\$25.23
Assistant Head Technician *	\$20.04	\$20.34	\$20.85	\$21.47	\$21.90	\$22.34

* Adjustments (supervisory differential) have been given to the Assistant Head Technician, Head Technician, Events & Front of House Coordinator, and Events & Concession Coordinator.

Early Incentive Lump Sum Payment (signing bonus)

- (a) A maximum of \$3,600 less statutory deductions per full-time equivalent (FTE) to employees;
- (b) Eligible employees shall be those (except the Chan Centre employees) who have worked between the period March 1, 2006 and March 31, 2006.
- (c) Eligible Chan Centre employees shall be those who have worked between the period January 1, 2006 and March 31, 2006.

The term “worked” means regular hours for which an employee is being paid including approved paid leave as well as approved maternity, parental and adoption leave.

- (d) Lump sum payments shall be pro-rated based upon the number of regular hours worked between the period April 1, 2005 to March 31, 2006.

Calculation example : (except Chan Centre)

1820 hours worked = $1820/1820 = 1.0 \times \$3,600 = \$3,600$

1456 hours worked = $1456/1820 = .8 \times \$3,600 = \$2,880$

910 hours worked = $910/1820 = .5 \times \$3,600 = \$1,800$

Chan Centre (for those working seventy-five (75) hours per two consecutive weeks)

1950 hours worked = $1950 /1950 = 1.0 \times \$3,600 = \$3,600$

1560 hours worked = $1560/1950 = .8 \times \$3,600 = \$2,880$

975 hours worked = $975/1950 = .5 \times \$3,600 = \$1,800$

Chan Centre (for those working seventy (70) hours per two consecutive weeks)

1820 hours worked = $1820/1820 = 1.0 \times \$3,600 = \$3,600$

1456 hours worked = $1456/1820 = .8 \times \$3,600 = \$2,880$

910 hours worked = $910/1820 = .5 \times \$3,600 = \$1,800$

- (e) Lump sum payments for sessional employees shall be pro-rated based upon the number of regular hours worked between the period April 1, 2005 to March 31, 2006; and
- (f) No employee shall receive more than \$3,600 less statutory benefits regardless of the number of appointments within the CUPE 2950 bargaining unit or in another employee group(s) at the University.

Letters of Agreement (back of Collective Agreement)

All letters were renewed as is except where otherwise stated.

Article 4.01 and 22.08 – Probation and Orientation Period (NEW)

- “The parties agree to meet to discuss probationary and orientation periods referenced in Articles 4.01 and 22.08. The meetings will consist of not more than six (6) members: three (3) representatives of the University and three (3) representatives of the Union. The Union representatives shall be granted leave with pay to attend these joint meetings.

The purpose of the discussion will be:

- To discuss concerns or issues relating to the current probation and orientation periods
- To identify those areas, units or positions that may require a longer assessment period

The parties shall make recommendations to the University and the Union for approval of their respective principals.”

Return to Work Program – deleted (program has been set up)

Job Skills Training Program – Revised (previously read to set up a program)

- “The University will maintain a Job Skills Training Program for the duration of the collective agreement.”

Memorandum of Agreement RE: Work Practices at the Chan Centre (Revised)

The parties agree to the following provisions on a without prejudice or precedent basis:

1. Uniforms and clothing provided by the employer shall be dry-cleaned to be paid for by the employer a minimum of three times per year or as necessary. The decision to send uniforms and clothing out for dry-cleaning shall be at the discretion of the Front of House Coordinators.
2. Production employees shall be entitled to change into show blacks during paid work time.
3. Production employees shall be entitled to use the last five (5) minutes of their final shift of the day as wash-up time.
4. On proof of purchase, regular full-time **“Front of House Coordinators”**, Head Technicians and the Assistant Technical Director will receive reimbursement up to one hundred and twenty dollars (\$120.00) every two calendar years toward the purchase of suitable safety footwear for the sole use at the Chan Centre. The footwear shall be black in colour.
5. **“Casual hourly production staff shall be required, at their own cost, to wear appropriate safety footwear. Casual hourly Front of House staff will be required to wear steel-toed footwear as required and as provided by the Chan Centre.”**

“Lindi Frost”

“Frans Van de Ven”

For the University

For the Union

Dated: March 30, 2006

Dated: March 30, 2006

**UBC and CUPE 2950
Letter of Agreement**

**RE: Job Evaluation
(NEW)**

The University and the Union agree to engage in a process that will enable the parties to discuss outstanding issues and concerns surrounding the current job evaluation system and maintenance process. The parties will also endeavour to come to an agreement with respect to an appropriate system for the evaluation of positions within the bargaining unit.

The process to discuss outstanding issues and endeavour to agree upon a new system will take place during the period of April 1, 2006 to September 30, 2006. During this time the current Letter of Agreement re: Job Evaluation Maintenance Process will continue to apply.

The meetings to discuss the outstanding issues will not consist of more than eight (8) members: four (4) representatives of the University and four (4) representatives of the Union. Two (2) union representatives shall be granted leave with pay to attend these joint meetings to a maximum of 14 two-hour meetings between April 1, 2006 and September 30, 2006. The parties may agree to include external consultants as required.

Should the parties be unable to come to agreement on a new job evaluation system by September 30, 2006 the University will end the current Job Evaluation system and the provisions of Article 31 will apply. Prior to this change, the University will communicate an implementation plan to the Union. The deadline of September 30, 2006 may be extended by mutual agreement by the parties.

The discussions between the parties will be guided by the following principles and criteria:

- implementation of a simple, transparent, consistent, effective and efficient system that is administered by the University;
- focus on substantive differences between levels of work, corresponding to an appropriate pay differential;
- salary protection for employees as a result of any changes to the current system or implementation of a new system;
- funding for PSEC-approved market adjustments will be applied to positions that require higher skills levels;
- while remaining consistent with the first two bullets above, the funding for this new system, other than PSEC-approved market adjustments, will be distributed fairly and reasonably across the new wage structure;
- the cost of implementation will be cost neutral to UBC, in that any cost will be funded out of the total funding available in the following paragraph.

Commencing April 1, 2005 funding will be set aside for the implementation of a new or revised Job Evaluation plan. This funding will be increased incrementally each year as follows:

- April 1, 2005 – 58,000
- April 1, 2006 – 78,000
- April 1, 2007 – 78,000

- April 1, 2008 – 78,000
- April 1, 2009 – 78,000

The total amount of funding available for this purpose at April 1, 2010 is \$370,000.

The University and the Union acknowledge that there are significant costs for the University in administering the current job evaluation system, and that new system will result in cost savings to the University in the administration of it, then the University will seek PSEC approval for those cost savings to be added to the total amount of funding above.

For the University:

“Lindi Frost”

Dated: March 30, 2006

For the Union:

“Frans Van de Ven”

Dated: March 30, 2006

UBC and CUPE 2950
RE: Fiscal Dividend Policy
(NEW)

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2005 to June 30, 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 2009-10.

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:

- i. The calculations will be based on 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.
 - ii. 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.
 - iii. 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 less amount of the Fund will be available.
 - iv. 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 full-time regular employees on payroll as of March 30, 2010 and who have worked 1820 regular hours between April 1, 2009 and March 31, 2010. Full-time regular 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.

Part-time employees, sessional employees, any employees hired subsequent to April 1, 2009, and hourly employees who worked less than 1820 hours between April 1, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time hours worked during the period.

For the University:

For the Union:

"Lindi Frost"

"Frans Van de Ven"

Dated: March 30, 2006

Dated: March 30, 2006

UBC and CUPE 2950
Letter of Understanding
RE: Agreement for the 2010 Olympic Games
(NEW)

Without precedent or prejudice to either party, the parties agree to this Letter of Understanding under the following terms and conditions:

The parties agree that the 2010 Olympic Games (the “Games”) offer the University Community a unique opportunity to benefit from the construction of a new winter sports facility (the “Facility”) as well as the opportunity to participate in an historical event in British Columbia. The participation and cooperation of employees will be critical to the success of the events conducted at the Facility. There will be periods of time during which test events will be conducted at the Facility in preparation for the Games, as well as the period from December 13, 2009 through May 30, 2010, during which time the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (VANOC) will have exclusive use of the Facility for the conduct of the games (the “Exclusive Use Period”). In order to ensure that all test events and Olympic events held at the University are successful, the parties agree to the following:

1. Subject to the conditions outlined herein, during the test events and Exclusive Use Period, VANOC will use existing employees to perform work in the Facility that is normally performed by employees in the bargaining unit. Notwithstanding article 5.07 (and any other similar article), non-UBC employees and volunteers may also perform work at the Facility during these periods, including work normally performed by employees at the Facility or work not typically performed at the Facility because it is unique to the conduct of the test events for the Games. It is understood that notwithstanding the use by VANOC of non-UBC employees and volunteers, no employee shall lose any regular hours of work as a result of VANOC’s use of the Facility.
2. The University shall provide at least thirty days written notice to the Union prior to the test events. This notice shall include the start and end date of each test event. If an extension of time is needed for the test period it shall not be unreasonably withheld.
3. During the test events and Exclusive Use Period, it is understood that the normal work schedules of employees may change to meet VANOC requirements. Notwithstanding article 28, the University may create shifts and schedules that begin and end outside of the regular start and finish times, and employees will accept such different shifts and schedules without any change in compensation. Employees will be eligible to receive any shift premium. It is understood that the University will only be required to pay overtime where an employee’s shift exceeds 35 hours in a week. However, it is understood that employees shall have no entitlement with respect to overtime work, and VANOC may elect to use non-UBC employees or volunteers to perform work that could otherwise be performed by employees as overtime work.
4. It is understood that during the test events and Exclusive Use Period, employees may be managed and issued direction by non-UBC employees and volunteers, and employees will cooperate and comply with such management and direction, and wear any uniforms VANOC may issue. The University shall pay for any cleaning costs associated with the uniforms. It is understood that employees will refrain from wearing or displaying any items not associated with the uniform. VANOC will be entitled to exercise, through UBC, any rights UBC may have under the Collective Agreement as employer, including its rights relating to an employee’s attendance and performance.

It is understood that employees will be provided with clear direction on which non-UBC employees and volunteers are in authority.

5. University employees working at the Facility or in areas that are proximate to or which service the Facility will be required to undergo and pass a security check conducted by the RCMP. Employees who do not wish to undergo a security check or who are unable to pass a security check will not be entitled to perform work at the Facility and will be re-assigned by UBC to work elsewhere on campus without any change in compensation. No existing employee shall lose any regular hours of work or pay as a result of his or her failure to undergo or pass a security check. There shall be no negative impact on any employee who does not pass the security check.
6. During the build up to the test events and the Exclusive Use Period the University will meet with the Union to discuss issues related to matters that will impact on employees. The parties acknowledge that VANOC may make additional requests of UBC that may affect employees. The parties agree to work in good faith to accommodate such requests, and where appropriate, amend this agreement to reflect such accommodations. Should there be any dispute arising from the implementation or application of this Letter of Understanding, the matter shall be referred to Step 3 of the grievance procedure.

“Lindi Frost”

For the University

March 30, 2006

“Frans Van de Ven”

For the Union

March 30, 2006