

## MEMORANDUM OF AGREEMENT

Between

The University of British Columbia

(the "University")

and

International Union of Operating Engineers, Local 115

(the "Union")

The parties agree to recommend to their respective principals the following as the renewal of the Collective Agreement (the "current agreement"):

**1. Provisions of the current agreement in effect:**

All provisions of the current agreement in effect from April 1, 2019 through March 31, 2022 shall continue in effect except as specifically amended or altered by this memorandum. Letters of Understanding and Letters of Agreement are not renewed except as provided for in #3 below.

**2. Amendments and alterations agreed to in negotiation meetings:**

All items agreed to by the parties' negotiation committees and set out below, and attached to this memorandum, shall amend and alter the current agreement:

Article	Subject Matter	Date of Tentative Agreement
1	Preamble	October 14, 2022
1.03	Union Recognition	January 26, 2023
1.10	Outside the Bargaining Unit	January 26, 2023
3.01	Definition and Jurisdiction	January 26, 2023
3.02	Student Hires	January 26, 2023
4.02	Grievance Procedure	October 14, 2022
6.02	Definitions of Employees	January 26, 2023
8.01	Banked Overtime	April 19, 2023
9.10	Posting of Vacation Entitlement	January 26, 2023
10.01	Statutory Holidays	January 26, 2023
11.01	Health and Welfare	October 14, 2022
11.06	Boot Allowance	January 26, 2023
11.07	Safety Glasses	January 26, 2023
14.03	Sick Leave Bank	October 14, 2022
14.06	Sick Leave Reporting	January 26, 2023
14.07	Subrogation	October 14, 2022
15.01	Maintenance Work	October 14, 2022
19.01	Bereavement Leave	January 26, 2023
20.03	Tuition Fee Benefit	January 26, 2023
20.04	Winter Leave	January 26, 2023
20.05	Maternity Leave	January 26, 2023
20.06	Indigenous Cultural Leave	January 26, 2023

22.01	Hiring Procedure	July 5, 2023
24	Respectful Workplace	January 26, 2023
Appendix A	Apprenticeship Program	April 19, 2023
All	Lead Shop Steward	October 14, 2022
Schedule	Powerhouse Schedule	January 26, 2023

### 3. Letters of Understanding and Agreement:

The agreement shall include the following letters of understanding that are attached to this memorandum:

Letter	Subject Matter	Date of Tentative Agreement
LOU #1	Priority Placement and Employment Equity	April 19, 2023
LOU #2	Hours of Work	January 26, 2023
LOU #3	Scholarship	January 26, 2023
LOU #4	Hours of Work – Union Meetings	January 26, 2023
LOU #5	IUOE and Management Training Advisory Committee	April 19, 2023
LOU #6	Power Engineering Certificate Training	July 5, 2023
LOU #7	Professional and Skills Development Fund	January 26, 2023
LOU #8	Article 14.03 – Administration of the Sick Leave Fund	January 26, 2023
LOU #9	Minimum Staffing	April 19, 2023
LOU #10	SEB	January 26, 2023
LOU #11	Overpayments	April 19, 2023
LOA #2	COLA	January 26, 2023
LOA #3	Me Too	January 26, 2023
LOA #4	Suspension of Article 14.09	April 19, 2023

### 4. Salary Grid:

#### General Wage Increases

General Wage Increases as follows and to be included in a renewed Collective Agreement. Retroactive payments to be made to active employees as of the date of ratification.

April 1, 2022	Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.
April 1, 2023	Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase) (LOA #8).
April 1, 2024	Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA (LOA #8)

**5. Term:**

The term of the agreement shall be from April 1, 2022 and up to and including March 31, 2025.

**6. Ratification:**


When both parties have ratified the agreement and notified each other in writing, the agreement shall come into effect.

Agreed to this 05 <sup>July</sup> day of 2023.

FOR THE UNIVERSITY:


FOR THE UNION:

  
Mike Vizzoli


  
Josh Towlsey

  
Hassib Hasanzadeh

  
Brian Haugen

  
Denise Pearce

  
Parm Ubhi

  
Siu Tse

  
Tom Baker

Kishani Gibbons

  
Julian Hawkins

  
Arvind Kang

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: Preamble

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Preamble**

---

Delete and replace with:

This is the Collective Agreement, made and entered into on the \_\_\_ day of \_\_\_, 2022, between the University of British Columbia (hereinafter referred to as the "University") and the International Union of Operating Engineers, Local 115 (hereinafter referred to as the "Union"), collectively the "Parties". It establishes the terms and conditions of employment for employees of the University for whom the Union has been certified as the sole bargaining agent.

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

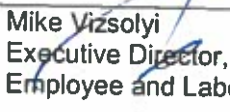
The purpose and effect of this Collective Agreement is to reflect the Parties' mutual interests in:

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

In the furtherance of the above principles, and in consideration of the parties' mutual obligations under Section 2 of the *Labour Relations Code*, the parties hereby agree as follows:

For the University:

For the Union:

  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
Josh Towsley  
Assistant Business Manager

Date

Oct. 14/22

Date

10.14.22

7.19.2022

8:26 am

Bargaining Proposal: Article 1

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

Re: **Article 1 – Union Recognition**


---

1.03

All employees shall receive their payment of wages by direct deposit. In accordance with the Employment Standards Act – Section 27 all International Union of Operating Engineers, Local 115 members ~~shall receive a copy of their~~ may obtain information related to their vacation balance, sick days balance and/or overtime balance ~~by request or at minimum on a monthly basis online..~~

For the University:

For the Union:



Hassib Hasanzadeh  
Senior Employee Relations Advisor

Josh Towsley  
Assistant Business Manager

1.26.23  
Date

1.26.23  
Date

10.11.22  
10:08 am

**Bargaining Proposal: Article 1**

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 1 – Union Recognition**

---

**1.10 Outside the Bargaining Unit**

Employees shall not be transferred to positions outside the bargaining unit without their consent. Employees shall not continue to perform bargaining unit work while transferred outside the bargaining unit. The seniority of employees transferred outside the bargaining unit shall be retained but shall not accumulate during the period of such transfer provided the employees are not outside the bargaining unit an accumulated period of more than ~~six (6)~~ **eighteen (18)** months in any ~~twelve (12)~~ **two (2)** consecutive calendar years months. The University will inform the Union of any transfers. Employees who return to the bargaining unit within the periods provided by this provision shall be placed in a job consistent with their seniority and classification at the time they were transferred. Employees who do not return within such periods shall lose their seniority and cease to have any rights pursuant to the Collective Agreement.

For the University:

For the Union:

  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
Josh Towseley  
Assistant Business Manager

1.26.23  
Date

1.26.23  
Date

Bargaining Proposal: 3.01 (Job Descriptions)

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 3 – Definition and Jurisdiction**

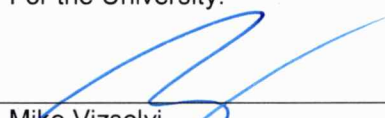
---

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

~~IUOE Local 115~~ The Union has primary responsibility for the steam distribution system at UBC ***as well as the heating hot water system within the thermal energy plants.***

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

Jan 26/23

1.26.23



Bargaining Proposal: 3.02 (Student)

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia  
And  
International Union of Operating Engineers  
Local 115

**Re: 3.02 Student Employees**

---

**3.02 Student Employees**

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

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

Students are supernumeraries and shall function as extras on the crew. A student can be assigned either full time or part time work.

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

Any student hired will be paid no less than ~~sixteen dollars and fifty cents~~ **eighty-five percent (85%) of the Mechanical Assistant hourly rate of pay (\$16.50)** per hour and will pay ~~u~~Union dues.

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

Exempt:

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

**Article** 7.04

**Article** 8.03

Article 9 in total

**Articles** 10.04, 10.06, 10.07, 10.08

Article 11 in total

Article 12 in total

Article 13 in total

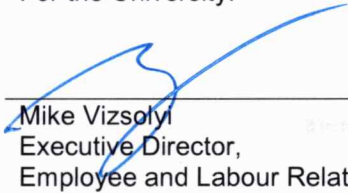
Article 14 in total

Article 17 in total

Article 19 in total  
Article 20 in total  
Article 21 in total  
Articles 22.01 (a) **PART A** & (b) **PART B**, 22.02  
**Article** 23.01  
Appendix "A"

For the University:

For the Union:



---

Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations



---

Josh Lowsley  
Assistant Business Manager

Jan 26/23  
Date

1. 26. 23

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: Article 4

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 4 – Grievance Procedure**

---

4.02

Step 1:

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

Step 2:

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

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

Should a settlement not be reached then:

Step 3:

Within a further five (5) working days thereafter, the Union representative, with or without the employee, shall discuss the grievance with the ~~Divisional Head and/or University Labour Relations Officer~~ **Employee Relations representative**.

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

10.14.22  
\_\_\_\_\_  
Date

10.14.22  
\_\_\_\_\_  
Date

Bargaining Proposal: Article 6

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 6 – Definition of Employees**

---

6.02

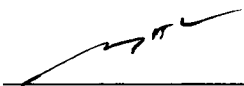
Temporary employee shall mean an employee engaged in relief work or other temporary work for less than ~~one year~~ **twelve (12) months**. The Temporary employee shall receive rate of pay plus nine percent (9%) in lieu of benefits for the first three months of continuous employment. After three (3) months of continuous employment a temporary employee shall have the choice of continuing to receive the nine percent (9%) premium in lieu of benefits or being paid the incumbent rate with eligibility for benefits. Full benefits in this context means all benefits with the exception of the Long Term Disability Plan and Pension Plan.

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

Such positions, if continuing on a full-time basis for more than ~~one (1) year~~ **twelve (12) months or the length of the legislative leave the employee is covering**, without interruption, shall be established as a permanent position.

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

1.26.23  
Date

1.26.23  
Date

Bargaining Proposal: Banked Overtime

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: 8.01 (Banked Overtime)**

---


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

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

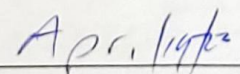
**Employees may apply to the University to carry over an amount greater than the amount listed above for one-year if there is a reason that is acceptable to the University.**

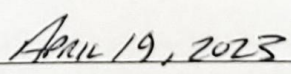
For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: 9.10

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 9.10**

---

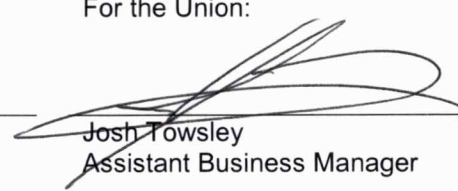
It is agreed that employees' annual vacation entitlement shall be taken at the employee's option. Every reasonable effort shall be made to accommodate the interest of both the employee and the Department. ~~Vacation entitlements,~~ **At current seniority list** shall be posted by November 15 of the prior calendar **each** year. Employees will submit vacation requests by December 7 of the prior calendar year. Requests will be approved and the final vacation schedules posted by December 23 of the prior calendar year. Scheduling of vacations shall be on the basis of seniority for all employees **Commencing** this time. Requests for vacation or changes to the vacation schedule after the schedule has been posted shall be considered on a first-come first-serve basis, and consent will only be withheld for valid operational reasons. The vacation schedule shall be posted and updated as required in the Mechanical Maintenance shop, the Campus Energy Centre, and the Bioenergy Research Development Facility.

WST

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date Jan 26/23

1.26.23

Handwritten notes: 12/19/22, 6:40 AM

Bargaining Proposal: 10.01

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 10.01 - Statutory Holidays**

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

- |                  |                 |                                     |
|------------------|-----------------|-------------------------------------|
| New Years' Day   | Family Day      | Good Friday                         |
| Easter Monday    | Victoria Day    | Canada Day                          |
| BC Day           | Labour Day      | <b>Truth and Reconciliation Day</b> |
| Thanksgiving Day | Remembrance Day | Christmas Day                       |
| Boxing Day       |                 |                                     |

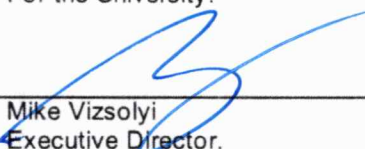
and any other day proclaimed by the Federal or Provincial Government.

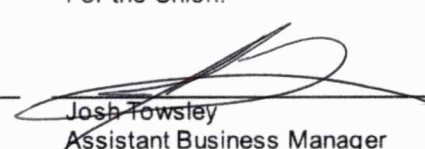
**Should the Province of BC declare a day other than September 30 in recognition of Truth and Reconciliation, the statutory holiday will be observed on the declared date and September 30 will not be recognized as a statutory holiday for employees irrespective of a continued federal holiday.**

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

For the University:

For the Union:

  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
Josh Fowsley  
Assistant Business Manager

Date

Jan 26/23

1.26.23

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

**Bargaining Proposal: Article 11**

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 11 – Health and Welfare**

---

11.01

It is agreed that an Extended Health Plan shall be made available to qualifying employees on the basis set out under the plan particulars and as agreed between the parties on October 31, 2017, including the continued payment of Medical Services Plan premiums until December 31, 2019.

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

10.14.22

Date

10.14.22



Date Tabled: Dec. 13/22  
Time Tabled: 9:55 AM

Bargaining Proposal: 11.06

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And


International Union of Operating Engineers  
Local 115

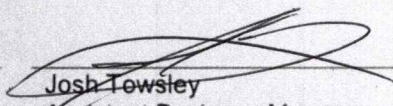
**Re: Article 11.06 – Boot Allowance**

The University will reimburse permanent employees the amount of two hundred **and fifty** dollars (~~\$200.00~~ **\$250.00**) every two (2) years upon proof of purchase of safety shoes or boots purchased by the employee.

For the University:

For the Union:

  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
Josh Towsley  
Assistant Business Manager

Date

Jan 26/23

1.26.23

Negotiations between UBC and IUOE 115

Date Tabled *Dec. 13/22*  
Time Tabled *9:57 AM*

Bargaining Proposal: 11.07

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia

And

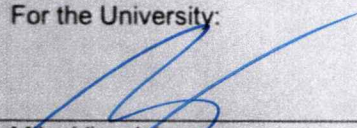
International Union of Operating Engineers  
Local 115

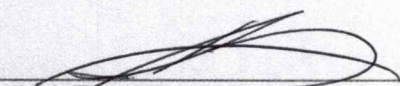
**Re: Article 11.07 – Safety Glasses**

The University will reimburse continuing employees the amount of ~~thirty-five dollars (\$35.00)~~ **fifty dollars (\$50.00)** upon proof of purchase of up to one (1) pair of prescription ~~spectacles~~ **glasses** per year with hard-ex lenses purchased by and for the employee.

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

*Jan 26/23*

*1.26.23*

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: 14.03

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 14.03 – IUOE Sick Leave Bank**

---

A sick leave bank will be established to provide paid sick leave entitlement for continuing employees who have exhausted accrued sick leave entitlement. Application for extension of sick leave is made to the Administrative Committee.

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

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

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

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

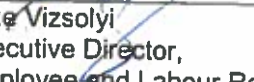
New employees will not be entitled to draw from the Sick Leave Bank until they have completed one (1) year of service.

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

Oct. 14/22

Date

10.14.22

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: 14.06

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 14.06 – Sick Leave Reporting**

---


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

Employees shall report by phone, **email or text message**, as directed by the University no later than ~~one (1) hour~~ **two (2) hours** before the start of their shift or as early as reasonably possible to their Manager or designate and, if possible, shall indicate when they expect to return. Employees shall also report by phone, **email or text message, as directed by the University**, once per week of any illness where practicable. **Should email or text not be available to an individual employee, such reports will be made by phone.**

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

Date

Jan 26/23

1.26.23

Bargaining Proposal: Article 14

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 14 – Sick Leave**

---

14.07

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

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

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

For the University:

For the Union:





Hassib Hasanzadeh  
Senior Employee Relations Advisor

Josh Towsley  
Assistant Business Manager

10.14.22  
Date

10.14.22  
Date

Negotiations between UBC and IUOE 115

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: Article 15

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 15 – Maintenance Work**

---

15.01

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

07/05/23

Date

07/05/2023

Bargaining Proposal: Article 19

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: ARTICLE 19 – Bereavement Leave**

---

19.01

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

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

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay and benefits upon the notification of death of a (brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild.) **For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).**

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

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

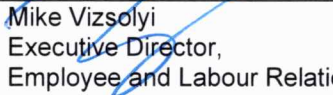
In special circumstances, an employee maybe granted further leave without loss of pay or benefits.



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

***The additional leave for self-identifying Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within six (6) months of ratification.***


For the University:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

Date

Jan 26/23

For the Union:

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

1.26.23

9.19.22

8:29 am

**Bargaining Proposal: Article 20**

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 20 – Leave of Absence**

---

**20.03 Tuition Fee Benefit - University of British Columbia Courses**

On completion of the probationary period, a Staff Employee shall be entitled to a tuition fee benefit to take or audit credit courses to a maximum of twelve (12) credits (~~formerly 6 units~~) per year (12 months). Non-credit courses offered through the Centre for Continuing Education may be taken up to the equivalent in fees over a year. To determine the equivalent in fees, reference should be made to the fee for six (6) credit (~~formerly 3 units~~) courses in the University Calendar.

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

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Massib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

1.26.23  
\_\_\_\_\_  
Date

1.26.23  
\_\_\_\_\_  
Date

Bargaining Proposal: Article 20.04

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia  
And  
International Union of Operating Engineers  
Local 115

**Re: Article 20 – Winter Leave**

---

20.04 Christmas **Winter** Leave


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

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

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

For the University:

For the Union:

  
Haesib Hasanzadeh  
Senior Employee Relations Advisor

  
Josh Towsley  
Assistant Business Manager

1.26.23  
Date

1.26.23  
Date

10/14/22

10:52 am

**Bargaining Proposal:**

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: ARTICLE 20.05 – Maternity and Parental Leave**

---

**20.05 Maternity, Parental and Adoption Leave**

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

**(a) Maternity Leave**

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

**(b) Parental Leave**

1. A parent who takes maternity leave as set out in Article 20.05 (a)(1) is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave. This parental leave must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is 78 weeks of unpaid leave plus any additional maternity and/or parental leave pursuant Article 20.05 (a) (4) and/or 20.05 (b) (4).

2. A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.

3. An employee who adopts a child is entitled to up sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

4. An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave. The University may require medical documentation or other evidence of the employee's entitlement to parental leave.

5. If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave. A request for additional leave must be made in writing and the University may require medical documentation or other evidence of the employee's entitlement to this additional leave.

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

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

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

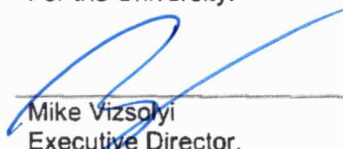
Employees on maternity leave who have completed six (6) months (936 hours) of service shall be eligible for the Supplemental Employment Benefits (SEB) plan as described in Letter of Understanding #10 - Supplemental Employment Benefit.

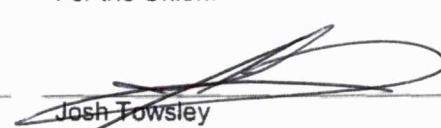
Provided the employee has received the benefit mentioned above, the University will pay to the employee their wages, at the time the maternity leave began during any waiting period for Employment Insurance. If the employee does not apply for, or qualify for, Employment Insurance Benefits, the University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

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

For the University:

For the Union:

  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
Josh Fowsley  
Assistant Business Manager

Date

Date

Jan 26/23

1.26.23

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

I \_\_\_\_\_ after consulting with a Union representative

(Employee name, please print)

or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave wage differential be paid to me during my leave of absence rather than after my leave of absence and agree to return to work and remain at work for a minimum of six months (936 hours of service).

Should I fail to return to work, or having returned to work should I fail to complete six months (936 hours) of service, or if I resign, or if I am dismissed for just cause within six months (936 hours of service) of my return to work, I agree to repay the university 95% of net wages received during the first two weeks of maternity leave and the 95% of net wage difference paid to me during the following weeks of maternity leave including my share of the benefit premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated .

I understand that if I do not make the required repayment I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received. My share of the estimated benefit premiums/contributions is:

Optional Group Life

\$ \_\_\_\_\_

Initial: \_\_\_\_\_

Long Term Disability

\$ \_\_\_\_\_

Initial: \_\_\_\_\_

Pension Plan

\$ \_\_\_\_\_

Initial: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
The University of British Columbia Representative

\_\_\_\_\_  
IUOE Local 115 Representative\*

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

Bargaining Proposal: 20.06 (NEW)

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: NEW ARTICLE 20.06 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

---

**A self-identifying Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to a self-identifying Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.**

**Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 19 – Bereavement Leave, as applicable.**

**Where a self-identifying Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an employee may draw from their available vacation and overtime banks, as applicable.**

***This Article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within six (6) months of ratification.***

For the University:

For the Union:

  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
Josh Powsley  
Assistant Business Manager

Date

*Jan 26/23*

*1.26.23*

Bargaining Proposal: 22.01/22.03

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 22.01 Part A, 22.03**

---

### **22.01 – Hiring Procedure and Job Posting**

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

#### **Part A**

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

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

2. When the University posts a “permanent” vacancy, notice of such vacant jobs shall be posted for a minimum of five (5) working days on designated job posting boards/bulletin boards in plants and shops. Copies of the posting shall also be given to the Chief Lead Shop Steward and the Union office by the department responsible for the posting. **In the event a job posting is not awarded within ninety (90) calendar days from the job posting closing date, an employee who newly meets minimum job requirements after the job posting closing date may apply to the job posting by notifying the hiring manager.**

3. When making a selection to fill a vacancy the applicants’ qualifications and experience shall be the primary considerations and where such qualifications and experience are equal, seniority shall be the determining factor.

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



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

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

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

### **22.03 – Equal Employment Opportunity**

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

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

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

**The Union and the University agree to work together to:**

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

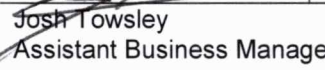
For the University:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

Date

*Jan 26/23*

For the Union:

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

*1.26.23*

Bargaining Proposal: 24 (New)

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 24 – Respectful Workplace**

---

**Add new Article 24 – Respectful Workplace:**

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


**Renumber Article 24 as Article 25.**

**Renumber Article 25 as Article 26.**

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

Date

Jan 26/23

1.26.23

Bargaining Proposal: 22.01/22.03

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Article 22.01 Part A, 22.03**

---

**22.01 – Hiring Procedure and Job Posting**

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

**Part A**

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

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

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

3. When making a selection to fill a vacancy the applicants' qualifications and experience shall be the primary considerations and where such qualifications and experience are equal, seniority shall be the determining factor.

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

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

- a) All other University employees;
  - b) Members of the Union; and,
  - c) All other external applicants.
4. At Utilities, in the case of "temporary" positions under ninety (90) days, positions shall first be offered by seniority to Utilities staff in the same job description. If the position is not filled, the position will be offered to Utilities staff in the next lower job description provided that the employee has the required qualifications and ability to perform the work. If the position is not filled, it will be posted in accordance with Article 22.01, ~~Part A (3)~~. In the case of emergency, the University may take immediate action to fill the position, but will inform the Union as soon as possible.

### **22.03 – Equal Employment Opportunity**

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

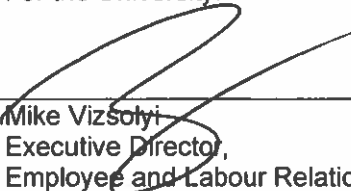
Regulations, policies and procedures with respect to recruitment, selection and promotion shall facilitate:

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

**The Union and the University agree to work together to:**

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

For the University:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

*July 5/23*  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

*07/05/2023*  
\_\_\_\_\_

Bargaining Proposal: Appendix A

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia  
And  
International Union of Operating Engineers  
Local 115

**Re: Appendix A – Apprenticeships Program**

---

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

Apprenticeship Program:

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

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

~~This program will also be a "Red Seal Interprovincial Trade Qualification (TQ)" which will provide for government recognized trade qualifications.~~ **For the purposes of this program, an apprenticeship will include both "Red Seal Interprovincial Trade Qualification (TQ)" as an Industrial Mechanic (Millwright) or a Refrigeration and Air Conditioning Mechanic.**

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

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

Apprentices **within a TQ program** will also be encouraged to obtain a Fourth ~~4<sup>th</sup>~~ **4<sup>th</sup>** Class Power Engineer Certificate of Competency.

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

between the apprenticeship rate and their current rate). If the applicable ~~Maintenance Engineer~~ apprenticeship percentage exceeds the employees current rate of pay, they will receive the applicable increase.

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

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

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

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

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


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

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

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

For the University:

For the Union:

  
 Mike Vizsolyi  
 Executive Director,  
 Employee and Labour Relations

  
 Josh Towsley  
 Assistant Business Manager

Date

April 19/23

APRIL 19, 2023



Bargaining Proposal: Appendix A

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: LETTER OF AGREEMENT #1 – Shift Pattern Resolution Process**

---

During the term of the 2019-2022 Collective Agreement, the University came to believe that the Hours or Work provisions set out in Article 7 contain ambiguity and, in the University's view, cannot be internally or externally validated. The Union does not share that opinion.

Through bargaining, the University presented alternate hours of work proposals that attempted to resolve these variances while preserving the current vacation and other leave entitlements that are in current practice for employees on non-standard shift patterns.

The Parties were unable to reach agreement during bargaining. Therefore, the Parties agree as follows:

1. The Parties will establish a working group to review various options to reconcile the shift patterns worked by all employees with the aim of reducing any variances that the University believes to exist.
2. The working group must include representatives with the ability to bind the Parties to recommendations for ratification.
3. The Union members will be represented at the Table by a Business Representative, Paramvir Ubhi, Julian Hawkins, Thomas Baker and up to three other members of the bargaining unit (at the discretion of the Union).
4. The working group shall meet at mutually agreeable times between ratification and December 31, 2023.
5. The Parties will consider options that may alter the current shift schedule while keeping the standard hours of work contained within 7.01 in mind. Any recommendations will not vary the current vacation entitlements provided to employees.
6. It is understood and agreed that any compensation arising from the implementation of an updated shift schedule, are part of, and subject to, the Shared Recovery Negotiating Mandate.

7. Should the Parties agree that non-binding mediation would be beneficial to reaching agreed recommendations, a referral to a mutually agreeable mediator with appropriate availability will be made.
8. The Union will put any recommended changes from the working group to bargaining unit members for ratification. The results of the ratification vote will be binding on the Parties.
9. Any agreed changes shall be made effective January 1, 2024.
10. There shall be no ability for the Parties to agree to a binding meditation process.
11. This proposal is without prejudice to the Parties pre-existing rights under the Collective Agreement.
12. Should the Parties agree to change shift schedules, the University shall adjust compensation payable to employees based on changes to the altered schedule.

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

April 19/23

April 19, 2023

Bargaining Proposal: Letter of Understanding #3

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #3  
Scholarship**


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

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

The scholarship will be administered through the Training Advisory Committee.

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

1.26.23  
\_\_\_\_\_  
Date

1.26.23  
\_\_\_\_\_  
Date

**Bargaining Proposal: Letter of Understanding #2**

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #2  
Hours of Work**

---

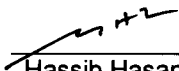
Where employees, represented by the shop steward and their department head, director or designate develop a flex schedule that meets operational requirements or has the potential of providing service more effectively, it shall be submitted to the University and the Union at the Joint Liaison Committee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

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

1.26.23  
Date

1.26.23  
Date

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

**Bargaining Proposal: Letter of Understanding #5**

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #5  
IUOE and Management Training Advisory Committee**

---

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

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

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

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

For the University: 

\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

For the Union:

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

04/19/23

Date

April 19, 2023

**Bargaining Proposal: Letter of Understanding #6**

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #6  
Power Engineering Certificate Training**

---

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

**Power Engineer Certificate Training:**

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

**1. Mechanical Assistant to 4th Class Power Engineer Certificate Training**

- TSBC Part A Exam
- TSBC Part B Exam

**2. 4th Class PE to 3rd Class Power Engineer Certificate Training**

- TSBC Part A1 Exam
- TSBC Part A2 Exam
- TSBC Part B1 Exam
- TSBC Part B2 Exam

**3. 3rd Class PE to 2nd Class Power Engineer Certificate Training**

- TSBC Part A1 Exam
- TSBC Part A2 Exam
- TSBC Part A3 Exam
- TSBC Part B1 Exam
- TSBC Part B2 Exam
- TSBC Part B3 Exam

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

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

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

their exam, the University will pay the cost of the prescribed examination and tuition fees required of the candidate writing for the Power Engineering 53 Certificates, including the cost of the course material and books.

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

05/07/23  
\_\_\_\_\_  
Date

05/07/2023  
\_\_\_\_\_  
Date

**Bargaining Proposal: Letter of Understanding #4**

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #4  
Hours of Work – Union Meetings**


---

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

1.26.23  
\_\_\_\_\_  
Date

1.26.23  
\_\_\_\_\_  
Date



Bargaining Proposal: Letter of Understanding #7

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #7  
Professional and Skills Development Fund**

---

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

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


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

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

1.26.23  
\_\_\_\_\_  
Date

1.26.23  
\_\_\_\_\_  
Date

**Bargaining Proposal: Letter of Understanding #8**

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #8  
Article 14.03 – Administration of the Sick Leave Bank**

---

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

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

To clarify the above, the following scenario is provided:

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

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

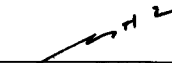
To ensure the Administrative Committee is able to make informed decision to either grant or deny access to the Sick Leave Bank, any employee applying to the Administrative Committee to access the Sick Leave Bank understands that by applying they consent to the University sharing any relevant medical information with the Administrative Committee that an employee has provided to the University substantiating their absence. It is further understood that the Administrative Committee has the employee's consent to review any subsequent or new relevant

medical information provided the University during the period of absence in order to assess the current approval or any extension of approval within the maximum six (6) month period as described above.

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

For the University:

For the Union:

  
\_\_\_\_\_  
Massib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Fowsley  
Assistant Business Manager

1.26.23  
Date

1.26.23  
Date

Negotiations between UBC and IUOE 115

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: LOU # 9

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #9**

---

Re: Minimum Staffing Requirements -- Operating Engineers in Building Operations


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

The University agrees that the People and Process Manager, Building Operations will communicate the Minimum Staffing Requirements by way of Internal Operating Procedure to all employees ~~no later than December 31, 2019.~~

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

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

Date

April 19, 2023

April 19, 2023

Bargaining Proposal: LOU #11

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: LETTER OF UNDERSTANDING #11 - Overpayments**

---

**In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee, and such error has been made in good faith, the University shall be entitled to recover any overpayment under the following conditions:**

- 1. Where the error has been reported by the employee, that the University confirms the amount(s) owing to the employee; or, where the University discovers the error that a detailed breakdown of the error is given by the University to the affected employee as soon as practicable.**
- 2. The instalment amounts will be made by payroll deduction and shall not exceed ten percent (10%) of an employee's gross income per pay period, subject to a minimum of \$100.**
- 3. The maximum number of instalments that may be made pursuant to this Letter of Understanding without further agreement is four. Should the amount of the overpayment not be able to be fully satisfied through the operation of this Letter of Understanding, the University and Union will work with the employee to arrive at a mutually agreeable repayment schedule.**
- 4. In the event the employee retires from, or leaves the employ of the University before the University is able to fully recover an overpayment, the University shall be entitled to make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.**
- 5. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the University.**

**This Letter of Understanding does not apply where the overpayment results from an act of bad faith or other culpable action.**

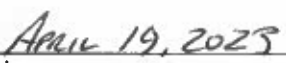
For the University.

For the Union:

  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
Josh Towsley  
Assistant Business Manager

  
Date

  
Date

Bargaining Proposal: Letter of Understanding #7

The Parties agree to recommend the following renewal to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Letter of Understanding #7  
Professional and Skills Development Fund**

---

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

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

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

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

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

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

1.26.23  
\_\_\_\_\_  
Date

1.26.23  
\_\_\_\_\_  
Date

**Bargaining Proposal:**

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: NEW LETTER OF UNDERSTANDING – Supplemental Employment Benefit (Article 20.05)**

---

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

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

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

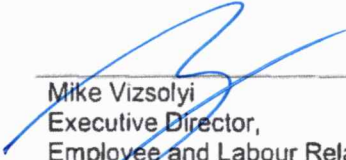
3. This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.
4. The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.
5. Any period of leave of absence beyond the period of maternity leave set out in the Employment Standards Act shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions.
6. Notwithstanding the provisions of Article 1.0, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
  - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.




- b. The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months (936 hours) of return to work.
7. After completing six (6) months (936 hours) of service following return to work after the leave, the University will pay to the employee 5% of their wages, at the time the leave began, for the initial waiting period and for the period of time EI Benefits were received.
8. An employee may request to receive the SEB plan retroactively after the employee returns to work for six (6) months of service (936 hours) after the leave.

For the University:

For the Union:

  
Mike Vizsolys  
Executive Director,  
Employee and Labour Relations

  
Josh Towstey  
Assistant Business Manager

Date

Date

Jan 26/23

1.26.23

Date: 10.14.22

Time: 11:08 am

Bargaining Proposal: LOA #2

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

Re: **LETTER OF AGREEMENT #8 – Cost of Living Adjustments**

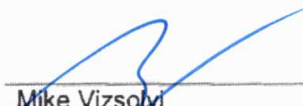
The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Schedules A/B/C of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

*Jun 26/23*  
\_\_\_\_\_  
Date

*1.26.23*  
\_\_\_\_\_  
Date

10.14.22

11:08am

Bargaining Proposal: LOA #3

The Parties agree to recommend the following change to the Collective Agreement:

Between the

University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: LETTER OF AGREEMENT #3 – Public Sector Wage Increases**

---

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

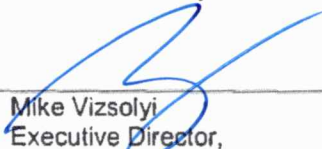
shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.


3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of this Collective Agreement.

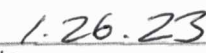
For the University:

For the Union:

  
\_\_\_\_\_  
Mike Vizsolyi  
Executive Director,  
Employee and Labour Relations

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Date Tabled: \_\_\_\_\_

Time Tabled: \_\_\_\_\_

Bargaining Proposal: Chief Shop Steward

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

**Re: Chief Shop Steward**

---

The parties agree that all references to "Chief Shop Steward" be ~~deleted as follows:~~ amended to "Lead Shop Steward".

Article 1.09  
Article 1.12  
Article 22.01

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Powsley  
Assistant Business Manager

10.14.22  
\_\_\_\_\_  
Date

10.14.22  
\_\_\_\_\_  
Date

9.19.22  
8:31 am

**Bargaining Proposal: Utilities Powerhouse Shift Schedule**

The Parties agree to recommend the following change to the Collective Agreement:

Between the  
University of British Columbia

And

International Union of Operating Engineers  
Local 115

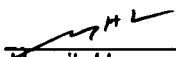
**Re: Utilities Powerhouse Shift Schedule**

---

The parties agree to delete the entirety of the Utilities Powerhouse Shift Schedule.

For the University:

For the Union:

  
\_\_\_\_\_  
Hassib Hasanzadeh  
Senior Employee Relations Advisor

  
\_\_\_\_\_  
Josh Towsley  
Assistant Business Manager

1.26.23  
\_\_\_\_\_  
Date

1.26.23  
\_\_\_\_\_  
Date