

Bargaining Proposal:

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

Between the
University of British Columbia (“UBC”)
And
The Canadian Union of Public Employees
Local 116 (the “Union”)

RE: LETTER OF UNDERSTANDING #24 –Accessibility Shuttle Drivers (Centre for Accessibility)

This Letter of Agreement contains collective agreement language that pertains exclusively to students employed in the position of Accessibility Shuttle Driver. It is intended to be read in conjunction with the Collective Agreement between the Union and UBC.

Definitions:

ASD: Accessibility Shuttle Driver

Academic Year: Refers to the Fall and Winter Terms. ASD Student Workers that are employed for the Academic Year are understood to be employed for both Terms.

Fall Term: Refers to Term 1, which generally runs from September through December. ASD Student Workers who are employed for the Fall Term are understood to be employed for the full period.

Winter Term: Refers to Term 2, which generally runs from January through April. ASD Student Workers who are employed for the Winter Term are understood to be employed for the full period.

Summer Term (1&2): Refers to the summer academic session, which generally runs from May through August. ASD Student Workers who are employed for the Summer Term(s) are understood to be employed for the full period.

Year-Round Employment: Refers to the Fall, Winter, and Summer Terms.

Common Clauses

The following are common clauses between the CUPE 116 Collective Agreement and the Letter of Agreement - Accessibility Shuttle Drivers (Centre for Accessibility)

ASD Drivers Negotiation Document and LOU

Non-Monetary Proposals

Application of the main Agreement that applies without modification unless otherwise noted:

- **Article 1 Preamble**
- **Article 2 Management Rights**
- **Article 3 Recognition and Negotiations (excluding Article 3.03)**
- **Article 4 Discrimination and Harassment**
- **Article 5 Union/Management Committees**
- **Article 6 Grievance Procedure**
- **Article 7 Arbitration**
- **Article 8 Discharge, Suspension and Discipline**
- **Article 13 Overtime**
- **Article 16 Vacations**
- **Article 17 Sick Leave (limited to legislative sick days (i.e., five [5] days)**
- **Article 18 Leave of Absence (excluding Article 18.10 & Article 18.09)**
- **Article 20 Job Classification and Reclassification**
- **Article 23 Safety and Health (excluding Article 23.17 – First Aid)**
- **Article 24 Job Security (including only Article 24.03 & Article 24.04)**
- **Article 25 Uniform and Clothing Provision (including only Article 25.01 and to review Article 25.03 should need arise)**
- **Article 26 Copies of Agreement**
- **Article 27 General**
- **Article 28 Wages**
- **Article 29 Term(s) of Agreement**
- **A/B/C Rates of Pay (excluding Schedule B & C)**
- **Annotations to schedule A, B, C (excluding Schedule B & C)**
- **Appendix 'A' (include Student Affairs and restrict to those with student status)**
- **LOU #6 Job Classification Umpire**
- **LOU #7 Expedited Arbitration**
- **LOU #9 Job Selection Dispute Disclosure**
- **LOU #11 Contracting Out**
- **LOU #15 Articles 18.01 & 18.02 – Leave for Union Business**
- **LOU #19 Overpayments (propose reducing amount to \$25 per pay cheque)**

Application of the main Agreement that requires modification to articles (its understood that unless the specific language is changed or altered, the rest of the original article is deemed included as set out in the Collective Agreement).

- **Article 9 Seniority**
- **Article 10 Promotions and Staff Changes**
- **Article 11 Layoff and Recall Procedures**
- **Article 12 Hours of Work**
- **Article 14 Shift Work**
- **Article 19 Payment of Wages and Allowances**

Articles in the main Agreement to be ammended

Article 9 Seniority

9.01

a. Seniority Defined

Employees - service in the bargaining unit from the initial date of hire, including service prior to certification of the Union.

b. Seniority Credit:

Seniority shall be Term based, with credit accumulated per Term worked. Service does not need to be continuous for Seniority to accrue. Seniority shall be determinative in seasonal return, layoff, and recall. For greater clarity:

- Summer-Term 1 credit
- Academic-Term 2 credits
- Year-round Employment 3 credits

9.02 Seniority List

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

9.05 Probationary Period for Newly Hired Employees

All newly hired employees shall be required to complete a three (3) month probationary period or complete a probationary period of eighty (80) accumulated hours actually worked, whichever comes first, which may only be extended by up to one (1) additional month upon mutual Agreement between the Employer and the Union. This probationary period provides an opportunity for the Employer to assess each employee's suitability for continued employment and the Employer reserves the right to terminate the employment of any probationary employee whom it finds unsuitable.

Once served, no employee will be required to serve an additional probationary period for the same role despite any breaks in employment.

9.07 Seniority

Employees granted an unpaid leave of absence under this Agreement shall have their seniority "frozen" at the time of taking the leave. The employee shall not accumulate additional Seniority during the period of the leave, save and except leave for Union business under article 18, when the employee in question shall be credited with the quantum of Seniority which would have been earned had the employee continued to work.

9.08 Exercising of Seniority

Employees may only exercise their Seniority for the purposes of obtaining available work or in the event of layoff.

Article 10: Promotions and Staff Changes

10.01 Rehire (Annual Recall)

Seasonal Return

- ASD Workers employed in the prior Summer Term Year shall be returned in seniority order.
- ASD Workers employed in the prior Academic Term Year shall be returned in seniority order.
- ASD Workers employed in the prior Full Academic Term Year shall be returned in seniority order.

Article 11: Layoff and Recall

11.01 Layoff Defined

a) Layoff is defined as a reduction in the workforce.

11.02 Role of Seniority in Layoff and Recall

The parties recognize that job security should increase in proportion to the length of service. Therefore in the event of a layoff or recall, employees shall be laid off and recalled in accordance with their Seniority and the procedures set out in this Agreement, or as mutually agreed between the parties and will be recalled in seniority order.

11.03 Advance Notice of Layoff

For employees covered by Article 11.01, the University shall give advance notice of layoff or pay in lieu as set out herein or as required by the Employment Standards Act, whichever is greater.

Employees shall receive notice or pay in lieu as follows:

1. Less than six (6) months of service – one (1) week;
2. More than six (6) months but less than one (1) year of service – two (2) weeks;
3. More than one (1) year of service – one (1) month.

Article 11.04 Layoff Procedures

a. General Provisions

In the event of a layoff, other than a seasonal layoff, the Union shall be notified in writing before any employee is issued notice of layoff. The parties agree to meet and discuss potential alternatives to layoff, should any exist.

Article 12 - Hours of Work

12.03 Employment or Wage Guarantee

It is agreed that a minimum of four (4) hours pay in any one day will apply.

12.04 Paid Rest or Relief Periods

Employees working full-time hours (seven and one-half (7-1/2) hours), shall receive two (2) fifteen (15) minute work breaks, with pay, during each regularly scheduled shift completed; one in the first half of the shift, the other in the second half of the shift, and a thirty-minute (30) unpaid lunch break.

Other employees shall receive a paid fifteen (15) minute work break during each scheduled working period of four (4) hours completed.

12.07 Shift Cancellation(s)

The Employer retains the right to cancel previously scheduled work when operational needs require. The Employer shall provide at least forty-eight (48) hours' notice to employees scheduled to work or they are required to pay them four (4) hours pay for anything less than 48 hours notice.

Overtime

Regular hours worked are typically four (4) in any one shift. In the event an employee is scheduled to work in excess of the daily maximum of seven and one-half (7-1/2) hours or weekly maximum of thirty-seven and one-half (37-1/2) hours, hours in excess of these maximums will be paid at the applicable rates as set out in Article 13.02.

Article 14 Shift Work (Weekdays)

14.01 Shift Premium

All employees shall receive shift differential compensation of one dollar (\$1.00) for all hours worked between 6:00 p.m. and 11:00 p.m. and one dollar and twenty-five cents (\$1.25) for all hours worked between 11:00 p.m. and 7:00 a.m.

14.02 Shift Duration

It is agreed the minimum hours for any scheduled shift is four (4) hours in any one day, and may only be extended based on mutual Agreement between the employee and the department.

Article 19 – Payment of Wages and Allowances

19.01 Pay Days

It is agreed that the present pay periods will continue until such time as the parties agree to alter present practice.

19.02 Equal Pay for Equal Worth and or Responsibility

The principle of equal pay for equal worth and/or responsibility shall apply.

Modifications to this Letter of Understanding – (NEW)

The parties agree this letter of understanding during the life of the Collective Agreement can be amended by the parties as necessary to reflect changes in the operation that may impact the University or its employees; any such amendment will be in accordance with article 3.05.

Monetary proposals:

28.01 Wages

Wages are as set out in Schedule 'A'

28.02 Increment Policy

Employees will be paid incremental increases on their anniversary date of appointment to the position. Increments, where applicable, will normally be automatic, but the University reserves the right to withhold an increment for cause. If an increment is withheld, however, reasons for the action shall be given to the employee in writing within one (1) calendar month.

Employees may be placed at step 2 or 3 of the pay schedule if there is justification (see addendum)

Hourly wage based on 85% of Pay Grade 9a

Rates of pay A/B/C/ as set out in the April 1, 2022 – March 31, 2025, Collective Agreement

Retro Pay to April 1, 2022 to align with Main Collective Agreement @ 85%

All ASD to start at Step 1

Pay Grade	Schedule A Effective Dates	Rate of pay as a percentage (@ Step 1)
9a	April 1, 2022	(\$21.14 X 85%) @ \$17.96/hour
9a	April 1, 2023	(\$22.84 X 85%) @\$ 19.41/hour

The University of British Columbia (the “University”)

And

Canadian Union of Public Employees Local 116 (the “Union”)

The parties agree to recommend to their respective principals the following:

1. Provisions agreed to in negotiation meetings

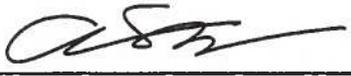
All items agreed to by the parties’ negotiation committees as attached to this memorandum in the LOA, shall form the agreement.

2. Ratification

This agreement is effective as of the date of ratification, except for wages which is retroactive to April 1, 2022.

Agreed to this 9th day of June, 2023.

For the University:



Alex Shaw

For the Union:



Roger De Pieri