



---

# **COLLECTIVE AGREEMENT**

**between**

**THE UNIVERSITY OF  
BRITISH COLUMBIA**

**and**

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

**April 1, 2022 - March 31, 2025**

---

**THE UNIVERSITY OF BRITISH COLUMBIA**



We acknowledge that **the University's Point Grey Campus** is situated on the traditional, ancestral, and unceded territory of the Musqueam peoples.

## **PREFACE**

If you have any questions or problems concerning the Collective Agreement or its interpretation, contact:

your Union Steward or Human Resources Advisor,

or the Union office, phone: 604-827-1705

**email: [cupe116@cupe116.com](mailto:cupe116@cupe116.com)**

CUPE Local 116

Suite 206 – 2389 Health Sciences Mall

Vancouver, B.C.

V6T 1Z3

or Employee Relations, Human Resources Department **phone: 604-827-0393,**

**email: [hr.info@ubc.ca](mailto:hr.info@ubc.ca)**

TEF 3

600 – 6190 Agronomy Road

Vancouver, B.C.

V6T 1Z3

\*Errors or Omissions excepted

\*Bold text indicates new language

# Table of Contents

<i>Article 1 – Preamble</i> .....	2
<i>Article 2 – Management Rights</i> .....	3
2.01 <i>Management Rights</i> .....	3
<i>Article 3 – Recognition and Negotiations</i> .....	3
3.01 <i>Bargaining Unit</i> .....	3
3.02 <i>Work of the Bargaining Unit</i> .....	3
3.03 <i>Part-Time and Temporary Employees</i> .....	4
3.04 <i>No Other Agreements</i> .....	4
3.05 <i>Mutually Agreed Changes</i> .....	4
<b>3.06 <i>Definition of Employees</i></b> .....	<b>4</b>
3.07 <i>Bulletin Boards</i> .....	10
3.08 <i>Election of Stewards</i> .....	10
3.09 <i>Name of Stewards</i> .....	11
3.10 <i>Permission to Leave Work</i> .....	11
3.11 <i>Check Off Payments</i> .....	11
3.12 <i>Deductions</i> .....	11
3.13 <i>Notification (Union Shop Clause)</i> .....	12
3.14 <i>Union Information Meeting for New Employees</i> .....	13
<i>Article 4 – Discrimination and Harassment</i> .....	13
<b>4.01 <i>Discrimination</i></b> .....	<b>13</b>
4.02 <i>Bullying and Harassment</i> .....	14
4.03 <i>Violence in the Workplace</i> .....	15
<i>Article 5 – Union/Management Committees</i> .....	16
5.01 <i>Establishment of Committees</i> .....	16
5.02 <i>Representation of Employer and Union</i> .....	16
5.03 <i>Labour Management Committee</i> .....	16

5.04 Local Working Committees .....	18
5.05 Technical Information .....	18
Article 6 – Grievance Procedure .....	19
6.01 Definition of Grievances .....	19
6.02 Settling of Grievances .....	20
6.03 Policy Grievance.....	21
6.04 Priority Grievances.....	21
6.05 Union May Institute Grievances.....	21
6.06 Replies in Writing.....	21
6.07 Facilities for Grievances.....	22
6.08 Failure to Act Within Time Limits .....	22
6.09 Technical Objections to Grievances.....	22
Article 7 – Arbitration.....	22
7.01 Composition of Board of Arbitration.....	22
<b>7.02 List of Arbitrators and Umpires .....</b>	<b>24</b>
Article 8 – Discharge, Suspension and Discipline .....	25
8.01 Discharge and Suspension Procedure.....	25
8.02 Burden of Proof.....	26
8.03 Unjust Suspension or Discharge .....	26
8.04 Warnings.....	27
8.05 Adverse Report.....	27
8.06 Crossing of Picket Line During Strike.....	28
Article 9 – Seniority .....	29
9.01 Seniority.....	29
9.02 Seniority List.....	30
9.03 Seniority Application.....	30
9.04 Loss of Seniority.....	30
9.05 Probationary Period for Newly Hired Employees .....	32
9.06 Transfer and Seniority Outside the Bargaining Unit.....	32

<i>Article 10 – Promotions and Staff Changes</i> .....	33
<b>10.01 Job Posting</b> .....	<b>33</b>
<i>10.02 Job Selection</i> .....	36
<i>10.03 Trial Period</i> .....	38
<i>10.04 Succession Planning/ Training/Education</i> .....	38
<i>10.05 Transfers from Auxiliary to Regular</i> .....	39
<i>10.06 Transfer from Regular to Auxiliary</i> .....	40
<i>10.07 Salary Adjustment Upon Promotion and Transfer</i> .....	41
<i>10.08 Seniority During Temporary Transfers</i> .....	41
<i>10.09 Union Notification</i> .....	41
<i>10.11 Rehabilitation Assignments</i> .....	41
<i>Article 11 – Layoff and Recall Procedure</i> .....	42
<i>11.01 Layoff Defined</i> .....	42
<i>11.02 Role of Seniority in Layoff and Recall</i> .....	43
<i>11.03 Advance Notice of Layoff</i> .....	43
<i>11.04 Layoff Procedures</i> .....	44
<i>11.05 Recall Procedures, Rights and Obligations</i> .....	49
<i>11.06 Layoff/Recall Umpire</i> .....	50
<i>11.07 Termination/Severance Pay</i> .....	51
<i>Article 12 - Hours of Work</i> .....	52
<b>12.01 Standard Daily or Average Weekly Hours</b> .....	<b>52</b>
<i>12.02 Making Changes to the Work Schedule</i> .....	54
<i>12.03 Employment or Wage Guarantee</i> .....	55
<i>12.04 Paid Rest or Relief Periods</i> .....	56
<b>12.05 Modification to Work Schedules</b> .....	<b>56</b>
<b>12.06 Availability for Part-Time Regular and Auxiliary Employees</b> .....	<b>58</b>
<i>Article 13 – Overtime</i> .....	59
<i>13.01 Overtime Defined</i> .....	59

<i>13.02 Compensation for Work Before and After Scheduled Daily or Weekly Hours</i> .....	59
<b><i>13.03 Payment for or Supply of Meals</i></b> .....	<b>60</b>
<i>13.04 Sharing of Overtime</i> .....	60
<i>13.05 Call Out – Trouble Call – Standby</i> .....	61
<i>13.06 Relief On Call</i> .....	63
<i>Article 14 – Shift Work</i> .....	63
<b><i>14.01 Shift Premium</i></b> .....	<b>63</b>
<b><i>14.02 Weekend Premium</i></b> .....	<b>64</b>
<i>Article 15 – Holidays</i> .....	64
<b><i>15.01 Paid Holidays</i></b> .....	<b>64</b>
<i>15.02 Special Arrangements – Christmas</i> .....	66
<i>15.03 Paid Holiday Entitlement</i> .....	66
<i>15.04 Pay for Paid Holiday or Lieu Day Not Worked</i> .....	67
<i>15.05 Pay for Paid Holiday Day Worked</i> .....	67
<i>15.06 Illness or Injury on a Paid Holiday</i> .....	68
<i>15.07 Leave of Absence Without Pay</i> .....	68
<i>15.08 Resignation/Retirement</i> .....	68
<i>Article 16 – Vacations</i> .....	69
<i>16.01 Definition of Term</i> .....	69
<i>16.02 Vacation Schedule for First Incomplete Year</i> .....	69
<i>16.03 Vacation Schedule for Second Calendar Year</i> .....	69
<i>16.04 Vacation Schedule</i> .....	70
<i>16.05 Compensation for Holidays Falling Within Vacation</i> .....	71
<i>16.06 Vacations – Part-Time Regular and Auxiliary Employees</i> .....	71
<i>16.07 Vacation Pay on Termination</i> .....	71
<b><i>16.08 Vacation Pay on Retirement</i></b> .....	<b>72</b>
<b><i>16.09 Vacation Preferences and Schedules</i></b> .....	<b>72</b>
<i>16.10 Approved Leave of Absence during Vacation</i> .....	73

<b>16.11 Notice of Termination by Employee .....</b>	<b>73</b>
Article 17 – Sick Leave.....	73
17.01 Sick Leave Defined .....	73
<b>17.02 Annual Sick Leave.....</b>	<b>74</b>
<b>17.03 Leave for Medical and Dental Appointments.....</b>	<b>77</b>
17.04 Employee’s Report of Illness .....	78
17.05 Sick Leave During Breaks .....	78
17.06 Extension of Sick Leave .....	78
17.07 Attendance Review Committee.....	79
17.08 Subrogation .....	80
17.09 Use of Accumulated Sick Leave for Illness of a Dependent ...	81
17.10 Sick Leave Conversion.....	81
Article 18 – Leave of Absence .....	82
18.01 Negotiations and Grievances Pay Provisions .....	82
18.02 Leave of Absence for Union Business .....	83
<b>18.03 Leave of Absence for Full-Time Union or Public Duties ....</b>	<b>83</b>
<b>18.04 Paid Bereavement Leave .....</b>	<b>84</b>
18.05 Mourner’s Leave .....	85
18.06 Paid Jury or Court Witness Duty Leave .....	86
18.07 Citizenship Leave.....	86
18.08 Maternity, Parental and Adoption Leave.....	86
18.09 General Leave: Staff Employees.....	91
18.10 Paid Leave Between Boxing Day and New Year’s Day .....	92
18.11 Absence from work due to Court Cases .....	92
18.12 Leave for Birth of a Child.....	93
18.13 Pre-Placement Adoption Leave .....	93
<b>18.14 Leave for Domestic Violence .....</b>	<b>94</b>
<b>18.15 Religious and Cultural Observance Leave .....</b>	<b>94</b>

<b>18.16 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events</b> .....	<b>95</b>
<i>Article 19 – Payment of Wages and Allowances</i> .....	96
19.01 Pay Days .....	96
19.02 Equal Pay for Equal Worth and or Responsibility .....	96
19.03 Pay on Temporary Transfers.....	96
19.04 Motor Vehicle Policy.....	97
<b>19.05 Safe Transportation at Night</b> .....	<b>97</b>
19.06 Tuition Fee Benefit – University of British Columbia Courses .....	98
19.07 Professional and Skills Development Fund .....	99
<i>Article 20 – Job Classification and Reclassification</i> .....	100
20.01 Job Description .....	100
20.02 No Elimination of Present Classification and Position .....	101
20.03 Reclassification of Existing Positions.....	101
20.04 New Classifications .....	103
<i>Article 21 – Heads</i> .....	104
21.01 Heads .....	104
<i>Article 22 - Employee Benefits</i> .....	104
22.01 UBC Staff Pension Plan .....	104
22.02 Basic Group Life Insurance and Long Term Disability Plan	104
22.03 Medical, Extended Health and Dental Plans.....	105
<b>22.04 Auxiliary Employees – Benefits Entitlement</b> .....	<b>107</b>
22.05 Disposition of Dividend and Experience Rebate .....	109
22.06 WorkSafeBC Disability Benefits.....	109
22.07 Pre-Retirement Counseling .....	110
22.08 Joint Labour Management Study Committee on Benefit Plans .....	110
<i>Article 23 – Safety and Health</i> .....	111
23.01 Cooperation on Safety.....	111

23.02 University Health and Safety Committee .....	113
23.03 Meetings of Committee .....	113
23.04 Injury Pay Provisions .....	113
23.05 Transportation of Employees Requiring Emergency Medical Care.....	114
23.06 Pollution Control.....	114
23.07 Physical Fitness.....	114
23.08 Labour Management Addiction Rehabilitation Committee ..	114
23.10 Health and Safety Training and Education.....	115
23.11 Right to Know and Participate .....	115
23.12 Access to Health and Safety Information .....	116
23.13 Notification of Committee Members .....	116
23.15 Risk Assessments .....	117
23.16 Workload .....	117
23.17 First Aid .....	118
23.18 Duty to Accommodate.....	118
Article 24 – Job Security.....	119
24.01 Job Security.....	119
24.02 Technological Change.....	120
<b>24.03 Contracting Out.....</b>	<b>124</b>
24.04 Inclement Weather.....	126
Article 25 – Uniform and Clothing Provisions.....	127
25.01 Supply of Wet Weather Clothing.....	127
25.02 Maintenance of Uniforms .....	127
<b>25.03 Allowance for Footwear .....</b>	<b>127</b>
Article 26 – Copies of Agreement.....	128
26.01 Copies of Agreement.....	128
Article 27 – General.....	128
27.01 Plural Terms May Apply.....	128

27.02 Daycare.....	128
Article 28 – Wages.....	128
28.01 Wages.....	128
<b>28.02 Increment Policy .....</b>	<b>128</b>
28.03 Direct Deposit.....	129
<b>Article 29 – Term of Agreement .....</b>	<b>129</b>
SCHEDULE A.....	132
Wage Rates – April 1, 2022.....	142
Food Services Classifications Wage Rates – April 1, 2022 .....	145
Wage Rates – April 1, 2023.....	147
Food Services Classifications Wage Rates – April 1, 2023 .....	150
SCHEDULE B.....	152
Wage Rates – April 1, 2022.....	153
Wage Rates – April 1, 2023.....	154
SCHEDULE C .....	155
Wage Rates – April 1, 2022.....	157
Wage Rates – April 1, 2023.....	159
Annotations to Schedules A, B and C .....	161
APPENDIX “A” .....	165
APPENDIX “B” .....	171
<b>LETTER OF UNDERSTANDING #1.....</b>	<b>173</b>
<b>Bookstore.....</b>	<b>.....</b>
<b>LETTER OF UNDERSTANDING #2.....</b>	<b>174</b>
<b>Hours of Work – Union Meeting .....</b>	<b>.....</b>
<b>LETTER OF UNDERSTANDING #3.....</b>	<b>176</b>
<b>Campus Security Eight Day Work Cycle .....</b>	<b>.....</b>
<b>LETTER OF UNDERSTANDING #4.....</b>	<b>185</b>
<b>Student Housing (Residence Life &amp; Administration).....</b>	<b>.....</b>

<i>LETTER OF UNDERSTANDING #5</i> .....	197
<i>Student Housing and Community Services – Hours of Work</i> .....	
<i>LETTER OF UNDERSTANDING #6</i> .....	198
<i>Job Classification Umpire</i> .....	
<i>LETTER OF UNDERSTANDING #7</i> .....	200
<i>Expedited Arbitration</i> .....	
<i>LETTER OF UNDERSTANDING #8</i> .....	203
<i>Supplemental Employment Benefit</i> .....	
<i>LETTER OF UNDERSTANDING #9</i> .....	208
<i>Job Selection Dispute Disclosure</i> .....	
<i>LETTER OF UNDERSTANDING #10</i> .....	210
<i>Apprenticeships</i> .....	
<i>LETTER OF UNDERSTANDING #11</i> .....	212
<i>Contracting Out</i> .....	
<i>LETTER OF UNDERSTANDING #12</i> .....	218
<i>Student Housing and Community Services (Food Services) - Addendum</i> .....	
<i>LETTER OF UNDERSTANDING #13</i> .....	230
<i>Use of Contractors to Perform Inventory in the Bookstore</i> .....	
<i>LETTER OF UNDERSTANDING #14</i> .....	231
<i>Student Workers in Food Services</i> .....	
<i>LETTER OF UNDERSTANDING #15</i> .....	233
<i>Articles 18.01 and 18.02 – Leave for Union Business</i> .....	
<i>LETTER OF UNDERSTANDING #16</i> .....	237
<i>Internships</i> .....	
<i>LETTER OF UNDERSTANDING #17</i> .....	239
<i>Opportunities for Underrepresented Groups</i> .....	
<i>LETTER OF UNDERSTANDING #18</i> .....	241
<i>Recruitment and Retention Initiatives</i> .....	

<b>LETTER OF UNDERSTANDING #19</b> .....	243
<i>Overpayments</i> .....	
<b>LETTER OF UNDERSTANDING #20</b> .....	246
<i>Sustainable Transportation Program</i> .....	
<b>LETTER OF UNDERSTANDING #21</b> .....	248
<i>Apprenticeship Incentive Fund</i> .....	
<b>LETTER OF UNDERSTANDING #22</b> .....	249
<i>Application of Article 3.06 and Letter of Understanding #12</i> .....	
<b>LETTER OF UNDERSTANDING #23</b> .....	253
<i>Sessional Employees</i> .....	
<b>LETTER OF AGREEMENT #1</b> .....	255
<i>Accommodation Process Improvement Working Group</i> .....	
<b>LETTER OF AGREEMENT #2</b> .....	257
<i>Schedule B Review</i> .....	
<b>LETTER OF AGREEMENT #3</b> .....	258
<i>Health Spending Account</i> .....	
<b>LETTER OF AGREEMENT #4</b> .....	259
<i>Public Sector Wage Increases</i> .....	
<b>LETTER OF AGREEMENT #5</b> .....	262
<i>Targeted Wage Adjustments</i> .....	
<b>LETTER OF AGREEMENT #6</b> .....	263
<i>Wage Schedule A</i> .....	
<b>LETTER OF AGREEMENT #7</b> .....	264
<i>Re: Article 16.06</i> .....	
<b>LETTER OF AGREEMENT #8</b> .....	265
<i>Cost of Living Adjustments</i> .....	

**THE AGREEMENT RATIFIED  
BY THE PARTIES ON**

**October 26, 2022**

**THE UNIVERSITY OF BRITISH COLUMBIA**  
(Hereinafter called the University)

PARTY OF THE FIRST PART AND

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 116**  
**(U.B.C. EMPLOYEES)**

Chartered by the Canadian Union of Public  
Employees and affiliated with the  
Canadian Labour Congress  
(Hereinafter called the Union)

PARTY OF THE SECOND PART.

## **Article 1 – Preamble**

**This is the Collective Agreement between the University of British Columbia and the Canadian Union of Public Employees, Local 116, collectively referred to as the “parties”. It establishes the terms and conditions of employment for employees of the University who are covered by CUPE Local 116’s certification.**

**The purpose and effect of this Collective Agreement is to reflect the parties’ mutual interests in:**

- The efficient operation of the University;**
- fostering and enhancing a diverse, inclusive, anti-racist, and respectful workplace that reflects the values of the University and the Union;**
- continuing and enhancing a harmonious and mutually beneficial relationship between the University and its employees;**
- continuing and enhancing a collaborative, professional and respectful relationship between the University and the Union;**
- to provide for orderly and efficient consideration and settlement of all matters of collective bargaining and mutual interest including wages, hours, working conditions, job security and dispute resolution.**

**Further to 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:**

## **Article 2 – Management Rights**

### **2.01 Management Rights**

The management and the direction of the working force is vested in the University, except as in this Agreement is otherwise specified.

## **Article 3 – Recognition and Negotiations**

### **3.01 Bargaining Unit**

As certain employees of the University have formed the Union, the University recognizes the Union as the sole bargaining agency on behalf of its employees for whom the Union has been certified as bargaining agent in respect of wages, hours, working conditions, security, adjustment of grievances and other conditions as are indicated in this agreement.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon between the University and the Union. Special consideration will be given to bona fide students enrolled at the University of British Columbia.

### **3.03 Part-Time and Temporary Employees**

This Collective Agreement is fully applicable to all employees covered by the Union certification except for University of British Columbia students working less than four (4) hours per day or unless otherwise specified.

### **3.04 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the University or its Representatives which may conflict with the terms of this Collective Agreement.

### **3.05 Mutually Agreed Changes**

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures. Such changes to the Collective Agreement may be made mid-term. The mutually agreed changes must have signatures of the signing officers of both the University and the Union.

### **3.06 Definition of Employees**

“Employee” is defined as any person who is defined as an “Employee” within the scope of the Union’s certification as provided for in the *Labour Relations Code* of British Columbia.

#### **a. Regular Employee**

- i. A full-time Regular Employee shall mean an employee who has completed the probationary

period and works the full-time hours set out under Article 12.01 on an ongoing basis.

- ii. A part-time Regular Employee shall mean an employee who has completed the probationary period and has been hired to work twenty (20) hours per week or more, or 960 hours per year or more, on an ongoing basis.
- iii. A Sessional Employee shall be a full-time or part-time Regular Employee appointed for a minimum of six (6) months and a maximum of nine (9) months in a position that is expected to continue on an annual basis in a similar pattern. Should a subsequent Sessional Employee appointment not be available, the employee shall be entitled to the full application of Article 11.

A Sessional Employee who secures an Auxiliary position during the period between sessional appointments, shall be considered a Regular employee for the application of the Collective Agreement, except for scheduling.

The University may only appoint Sessional Employees subject to Letter of Understanding #23 except for within Student Housing and Community Services where the appointment shall be subject to Letter of Understanding #22.

A “Regular Employee” will be paid by the month or the hour.

Except as otherwise set out, a part-time Regular Employee shall receive all benefits and entitlements of the Collective Agreement on a pro-rata basis. For all purposes, an hourly paid Regular Employee shall have the same benefits and entitlements as a monthly paid Regular Employee.

**b. Auxiliary Employees**

“Auxiliary Employees” are those who are working on jobs which may not continue as a regularly constituted position, or work less than twenty (20) hours per week, or hired for work that reoccurs seasonally for periods of less than one hundred and twenty (120) consecutive calendar days. The term of a seasonal appointment may be extended by mutual agreement between the Union and University. The University shall rely upon the review process conducted pursuant to Article 22.04 to determine whether an employee may be eligible for conversion to Regular status. The University will assess the reasonable likelihood of the employee’s position continuing at 960 hours or more on a recurring basis.

A seasonally hired Auxiliary employee shall, at the date of hire or recall, be assigned a termination date. The termination date serves as notice of seasonal layoff, and no other notice is required of the University. Seasonal employees shall be laid off at the termination date. The termination date may be modified with not less than seven (7) working days’ notice or pay in lieu of notice.

### **c. Temporary Employees**

A “Temporary Employee” is defined as an employee full and/or part-time who has been hired for temporary employment of a non-continuing nature arising from:

1. leaves of absence, vacations, workers’ compensation, sick leaves, long term disability leaves; or
2. special projects of a limited duration.

In sub-paragraph two (2) above, “limited duration” shall mean six (6) months or such longer period as is reasonable in the circumstances. In the event **that** the Union withholds agreement to a period longer than six (6) months, the University may refer the matter to the Layoff/Recall Umpire (Article 11.06). The Umpire shall have exclusive jurisdiction to resolve the difference on such terms as the Umpire considers reasonable in the circumstances. Unless otherwise agreed by the parties in advance, decisions by the Umpire shall be without prejudice or precedent. Proceedings before the Umpire under this paragraph shall be on an expedited basis, in accordance with procedures established by the Umpire, which may include hearings by telephone conference call. **Extensions for completion of project work under (2) above may be requested under this Article.**

The Union shall be notified of all temporary assignments of three (3) months or longer.

It is understood that a temporary employee shall not continue to be employed while there is an employee on layoff in the same classification as the temporary employee, and who is available and qualified to competently perform the work required, except in the event of an emergency for up to ten (10) working days, unless mutually agreed otherwise by the parties.

Notwithstanding the provisions of the Collective Agreement dealing with probation, temporary employees who are employed in strict compliance with these definitional provisions shall not attain seniority status or rights, provided they are not employed for periods longer than the leaves of absence, vacations, workers' compensation, sick leaves or long term disability leaves, **or hired under sub-paragraph (2)**. However, where such employees are employed for periods equal to or longer than the probationary period, they shall be accorded a hiring preference over external applicants in respect of posted vacancies, if qualified and upon application in accordance with Article 10, for a period of time equal to the period of time worked. Where two (2) or more such employees make application, the factors in Article 10 shall apply. It is understood and agreed, however, that in order for the hiring preference aforesaid to apply, the employee claiming such preference must clearly indicate on their application for the posted vacancy that an entitlement to a hiring preference is claimed.

#### **d. Grant Employee**

A “Grant Employee” is defined as an employee hired to fill a position created as a result of a research grant with a stated termination or expiry date (it being understood that such date is capable of extension or renewal by the granting agency). Grant employees with fifteen (15) months or less service who are terminated as a result of the expiry or cancellation of the grant, or the completion of the technical work being funded, shall not have recourse to the layoff procedures set out in Article 11.04. Grant employees who have passed their probationary period but have not yet accrued more than fifteen (15) months service shall be eligible for layoff with recall as set out in Article 11.04(b)(4)(e).

Grant employees except as noted above shall be entitled to all rights and benefits of the Collective Agreement. Grant employees may be hired as Regular or Auxiliary.

#### **e. Probationary Employee**

A “Probationary Employee” is defined as a newly hired full or part-time employee who shall be considered probationary for the first sixty-five (65) days worked or one hundred and eighty (180) consecutive calendar days, whichever comes first. All new employees shall serve a probationary period. The probationary period, which is solely for the purpose of determining a new employee’s suitability, may only be extended by mutual agreement of the University and the Union. **In the event that an employee is on an unpaid leave of absence**

**exceeding five (5) consecutive working days during their probationary period, the one hundred and eighty (180) consecutive calendar days will be extended for the duration of the leave, unless otherwise agreed between the University and the Union.** After successful completion of the probationary period, seniority shall be established in accordance with Article 9.01.

The probationary period for employees in the Engineering Technician, Technician and Research Assistant classifications shall be twelve (12) calendar months from their date of hire. It is understood that this paragraph shall have no effect on benefits entitlement.

### **3.07 Bulletin Boards**

The Employer shall provide bulletin boards in a permanent and prominent location acceptable to the Union. The bulletin boards shall be used by the Union to convey information to its members. The cost and installation shall be borne one half (1/2) by the Employer and one half (1/2) by the Union.

### **3.08 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the University acknowledges the right of the Union to appoint or elect stewards, whose duties shall be to assist any employee who the steward represents, in preparing and presenting the employee's grievance in accordance with the Grievance Procedure.

### **3.09 Name of Stewards**

The Union shall notify the University Human Resources Department in writing of the name of each shop steward, before the University shall be required to recognize them.

### **3.10 Permission to Leave Work**

The University agrees that shop stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is further agreed that shop stewards are employed to perform work for the University and that shop stewards will not leave their work during working hours except to perform their duties under this agreement.

It is further agreed that no shop steward shall leave their work without obtaining permission from their supervisor. Such permission shall not be unreasonably withheld.

### **3.11 Check Off Payments**

The University agrees to deduct from initial appointment appropriate union dues from all employees for whom the Union has been certified.

### **3.12 Deductions**

It is further agreed that the University will arrange for a copy of the above-mentioned assignment to be sent to the Union on initial appointment. The University further

agrees to continue the existing arrangement by which such monies are transferred to the Union.

### **3.13 Notification (Union Shop Clause)**

Every employee in the bargaining unit shall complete a written dues check-off request upon commencing employment within the bargaining unit. The Employer shall deduct and pay out of the salary due to the employee the prevailing initiation fees, union dues and assessments as established by the Union.

Such deductions shall be forwarded to the Union's financial institution or electronically transferred to the Union's account not later than the fifteenth (15th) day of the month following the month for which the deductions were made. Where technical problems arise and the University is unable to forward these deductions by the agreed date, they shall provide an interim payment so that the Union can meet the requirements of its Constitution. As soon as possible thereafter, the University shall make the necessary adjustments and finalize the dues payment and report.

All employees covered by the certification and employed by the University prior to March 16, 1989, but who were not members at that time, will not be required to join the Union.

All employees covered by the certification who were members of the Union on March 16, 1989 will continue to be members of the Union.

New employees covered by the certification shall, as a condition of employment, be required to become Union members.

### **3.14 Union Information Meeting for New Employees**

A Union representative shall be given an opportunity to meet and acquaint new employees with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.

Such meeting shall take place within regular working hours, without loss of pay, for a maximum of thirty (30) minutes at such time as mutually agreed between the Union and the Department Manager.

Department Managers must ensure that a new employee works no longer than four (4) weeks before attending these meetings.

## **Article 4 – Discrimination and Harassment**

### **4.01 Discrimination**

The parties agree there will be no discrimination against an employee by reason of any enumerated ground of discrimination set out in the *Human Rights Code*; in particular, that there shall be no such discrimination in terms of hiring, promotion, training, layoff, recall and transfer. The current enumerated grounds are: **Indigenous identity**, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual

orientation, gender identity or expression, age, or unrelated criminal conviction. The parties also agree that there will be no discrimination on the basis of union activity.

The parties also commit to the goal of creating 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 and selection shall facilitate:

- opportunities for external recruitment and internal advancement consistent with the provisions of Article 10 to develop a workforce that is representative of the diversity of the people of British Columbia; and
- the long term career development and advancement of all interested employees in the bargaining unit.

The parties further agree that future changes to the enumerated grounds of discrimination under the *Human Rights Code* shall be deemed incorporated into this Article at the time of legislative change.

#### **4.02 Bullying and Harassment**

The Union and the University recognize the right of employees to work in an environment free from bullying and harassment which includes intimidation and

coercion. The University confirms that it has training obligations under WorkSafeBC law and policy with respect to bullying and harassment. In all respects, the Union and the University agree that all employees are made aware of and bound by the University's Respectful Environment Statement. In addition to the procedures referenced in the Respectful Environment Statement, it is agreed that all employees shall have access to the Grievance Procedure set out in Article 6.

If a bullying or harassment case arises out of a bargaining unit member's employment, the employee(s) shall have recourse to either or both of the University's Respectful Environment Statement and the existing Grievance Procedure. Resulting grievances may be referred directly to Step 3 and shall be treated in strict confidence. In such cases, a bargaining unit member involved in an investigation shall have the right to Union representation. All such matters shall be investigated in a timely manner.

#### **4.03 Violence in the Workplace**

The Local Health and Safety Committees shall review and recommend to the University Health and Safety committee changes if necessary to Employer policies and procedures to deal with aggressive conduct. The Employer shall provide employees with pertinent information relative to the potential for experiencing physical aggression and/or verbal abuse within any particular workplace. The employee shall be informed

of specific instructions on the approach to be taken when in contact with potentially aggressive persons.

## **Article 5 – Union/Management Committees**

### **5.01 Establishment of Committees**

The University will appoint and maintain a Committee to be known as the Management Committee, one member of which shall be designated “Chairperson”.

The Union, will appoint a Bargaining Committee consisting of not more than five (5) members of the Union. The Union will advise the University of the names of the Union members of this Committee.

### **5.02 Representation of Employer and Union**

No individual employee or group of employees shall undertake to represent the Union at meetings with the University without proper authorization of the Union. In order that this may be carried out, the Union will supply the University with the names of its officers. The University will supply the Union with a list of its current committee members with whom the Union may be required to transact business.

### **5.03 Labour Management Committee**

Union Representatives and the University Management Committee will meet every two (2) months for the purposes of discussing issues relating to the workplace that affect the parties bound by this Agreement.

- a. The purpose of the consultation committee is to promote the cooperative resolution to workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, to promote workplace productivity, and to review and respond to issues referred to it by Local Working Committees pursuant to Article 5.04.
- b. The Union Committee and the University Management Committee shall, as occasion warrants, get together for the purposes of discussing and negotiating a speedy settlement of disputes, except for grievances arising between the University and the employees concerned, including possible re-negotiations relative to this Agreement and the Schedule, which is part thereof.
- c. Where working conditions are referred by Local Working Committees to the Labour Management Committee, it is on the understanding that the appropriate Department Heads, Managers, and Employee Representatives shall attend. Where the appropriate Department Heads, Managers, and Employee Representatives are unable to attend, the issue shall be referred to the next Labour Management Committee meeting.

## **5.04 Local Working Committees**

- a. Individual departments may set up a local working committee made up of an equal number of representatives appointed by the department and the Union. If a local working committee is set up in a department, the department and the Union shall advise each other of the names of its representatives.
- b. Local working committees shall meet as often as the representatives determine for the purpose of discussing issues in the department; including, but not limited, to workload.
- c. The University and the Union agree that local working committees do not have the ability to bind the parties as to the interpretation or application of the provisions of the Collective Agreement.
- d. The parties agree that unresolved matters arising from the Local Working Committee may be referred to the Labour Management Committee as set out in Article 5.03.

## **5.05 Technical Information**

The University shall make available to the Union on request and within thirty (30) working days, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, wage rates, an explanation of the methods used in job evaluation, and

financial and actuarial information pertaining to pension and welfare plans.

Where it is not possible to provide the information requested within thirty (30) working days, notice will be sent to the Union that such information will be provided as soon as reasonably possible thereafter.

The University will provide the Union with an annual list of current Union members including all contact information the University has for each Union member. Home or personal telephone numbers and e-mail addresses obtained from this list will not be disclosed by the Union to, or used on behalf of, any third party. The information is provided to the Union for the purpose of providing information to, and obtaining information from, its members.

For bona fide representational reasons, the Union may in individual cases request that the University provide it with an employee's most recently known home address, telephone number, and email address. Such requests will be addressed by the Union to the Human Resources Department, and shall be satisfied by the University within five (5) working days.

## **Article 6 – Grievance Procedure**

### **6.01 Definition of Grievances**

Any difference concerning the interpretation, application or operation of this Agreement or any

alleged violation thereof shall be dealt with without stoppage of work as follows:

## **6.02 Settling of Grievances**

### **Step 1**

Any complaint or grievance shall first be taken up verbally by the parties. Failing settlement of the complaint or grievance, the grievance shall be stated in writing and submitted in accordance with Step 2.

### **Step 2**

The grievance shall be submitted to the Department Head concerned. Should such Department Head be unable to settle the matter within seven (7) working days following the receipt of the letter of grievance, Step 3 shall be invoked.

### **Step 3**

The grievance shall be discussed between the University's Human Resources Department and the Union's Grievance Committee. Failing settlement in this step within seven (7) working days, Article 7.01 shall be invoked. To the extent that the Step 3 grievance is particularized, the parties shall endeavor to exchange relevant information prior to the grievance meeting. The intent of this proposal is to enable the Union to adequately represent its members and the University to appropriately represent its interests. It is agreed that this provision is not intended to compel exhaustive or complete disclosure and that it does not place a burden

on either party that would result in significant or unreasonable delay in the grievance process.

### **6.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the University has a grievance, Steps 1, 2 and 3 of this Article may be bypassed. The intent of the foregoing Article is that it will apply only to General Policy disputes.

### **6.04 Priority Grievances**

- a. Any dispute involving discipline, suspension or safety shall receive priority and shall commence at Step 3.
- b. Any dispute involving layoff or dismissal shall receive priority and shall commence at Step 3.

### **6.05 Union May Institute Grievances**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the University in the manner provided in the Grievance Procedure.

### **6.06 Replies in Writing**

Replies to written grievances stating reasons shall be in writing at all stages.

## **6.07 Facilities for Grievances**

The University shall supply the necessary meeting room facilities for the grievance meetings.

## **6.08 Failure to Act Within Time Limits**

Failure of the University or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union or the University in any future similar grievances.

## **6.09 Technical Objections to Grievances**

No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator deems just and equitable.

## **Article 7 – Arbitration**

### **7.01 Composition of Board of Arbitration**

- a. When arbitration is invoked in accordance with Article 6, then either party may refer the difference to arbitration for final and binding settlement. When such a referral is made, the parties will agree on a single arbitrator. Failing agreement within ten (10) working days of referral to Arbitration, either party

may request the Minister of Labour to make the appointment.

- b. The Arbitrator shall issue their decision, which shall be final and binding and enforceable on the parties, within fourteen (14) working days of the conclusion of the hearing. If the arbitrator fails to deliver a decision within this time, the parties shall make an immediate joint request to the Arbitrator for prompt delivery of a decision.
- c. Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which they shall do within five (5) working days.
- d. The expenses and compensation of the Arbitrator shall be shared equally between the parties.
- e. The Arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any agreement which they deem just and equitable.
- f. Whenever a stipulated time is mentioned in the procedure above, the said time may be extended by mutual consent of the parties.

## 7.02 List of Arbitrators and Umpires

The parties agree that the following list of arbitrators and Umpires shall be relied upon for their designated purpose and shall be selected based on earliest availability.

- a. For disputes arising out of the general interpretation of the Collective Agreement the arbitrators shall be: Julie Nichols, Corinn Bell, Vince Ready and **Ken Saunders**.
- b. For disputes arising out of the discipline or discharge of an employee the arbitrators shall be: Julie Nichols, Corinn Bell, Karen Nordlinger, Ken Saunders, **Jessica Gregory**, and Vince Ready.
- c. The Job Selection Umpire for disputes arising out of Article 10.02 shall be Vince Ready or **Ken Saunders**.
- d. The Layoff/Recall Umpire for disputes arising out of Article 11 shall be Vince Ready or **Koml Kandola**.
- e. The Contracting Out Umpire for disputes arising out of Article 24.03 and any associated Letter of Understanding shall be **Julie Nichols** or Corinn Bell.
- f. The Job Classification Umpire for disputes arising out of Articles 20.03 and 20.04 shall be **Koml Kandola** or **Jessica Gregory**.

## **Article 8 – Discharge, Suspension and Discipline**

### **8.01 Discharge and Suspension Procedure**

Any employee may be suspended or discharged for cause without notice provided that employee shall have the right to the established Grievance Procedure.

It is agreed that every member of CUPE Local 116 is employed to perform full and/or part-time work for the University and that absence from work without just cause may constitute reason for suspension or discharge.

It is further agreed that in the case of immediate suspension for cause, the period of suspension shall not exceed the employee's five (5) normal working days immediately following the date of suspension. A Department Head may suspend an employee but shall immediately report such action to Human Resources.

An employee may be discharged only upon the authority of the University.

When the University wishes to discuss dissatisfaction with the work of an employee which could reasonably be expected to lead to disciplinary action, the employee shall be accompanied by a steward.

Upon taking its decision, the University will immediately send to the employee concerned, with a copy to the Union, a letter giving written notification of the reasons for the discipline.

## **8.02 Burden of Proof**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the University.

## **8.03 Unjust Suspension or Discharge**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of pay or seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

Notwithstanding any other provision of this Agreement, the Arbitrator appointed to hear a discharge case shall be empowered to set, peremptorily, a date for the commencement of the hearing which shall be within sixty (60) days of the Arbitrator's appointment. The Arbitrator for discipline and discharge cases shall be selected from the agreed list set out in Article 7.02(b).

The parties shall discuss and attempt to agree to an arbitrator from this list. Failing agreement, the arbitrator shall be chosen by random from this list. The parties may mutually agree, prior to the commencement of

arbitration under this provision that the results will be without prejudice to future arbitrations.

#### **8.04 Warnings**

Whenever the University or its authorized agent deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the University shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved and forward a copy to the Union.

#### **8.05 Adverse Report**

- a. When an employee is notified in writing of any expression of dissatisfaction concerning their work, a copy must be sent to the Union and the Human Resources Department within ten (10) working days of the event of the complaint.
- b. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against them at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the University, whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

- c. Any written censures, letters of reprimand, or adverse reports, shall be deemed removed from the employee's file after the expiration of twenty-four (24) months from date of issue, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was unaware.
- d. An employee shall be entitled to examine their own personnel file upon request and shall have the right to insert written comment to any document contained therein. Such comment shall become part of the employee's personnel file. On written request the employee shall be provided with copies of any such personal material provided the employee pays for the cost of copying.

### **8.06 Crossing of Picket Line During Strike**

The University and the Union agree that in the event of a strike by members of another union employed at the University or outside employers which cause the said striking union to place or maintain pickets that a member of the Union shall not be discriminated against nor disciplined for refusing to cross a legally established picket line providing that:

- a. the strike is a legal one;
- b. the area in which the pickets are placed is confined to the main operation of the striking employees;

- c. the Union Executive of CUPE, Local 116 advise that they regard the picket lines which have been set up as a bona fide picket lines;
- d. adequate arrangements shall be made for essential services including the necessary personnel to ensure campus safety and security, preservation of living collections, continuity of patient care services and protection of people. The parties agree to meet immediately upon the need to implement this paragraph to identify those personnel and positions which are considered essential.

## **Article 9 – Seniority**

### **9.01 Seniority**

#### **a. Seniority Defined**

Seniority is defined as the length of unbroken service as an employee covered by this Agreement in a department or unit of the University as defined in Appendix “A”. Employees who transfer from one department or unit as defined in Appendix “A” to another shall maintain their seniority credit.

#### **b. Seniority Credit for Seasonal Employees:**

A Seasonal Employee transferring to, or applying to a posting for, an Auxiliary or Regular position shall receive credit for seniority on a pro-rata basis for service as a Seasonal Employee.

## **9.02 Seniority List**

The University shall maintain seniority lists showing the seniority date as defined in Article 9.01 of each employee. Separate seniority lists shall be maintained for Regular and Auxiliary employees. Seniority lists shall include employee names in order of seniority, seniority date, classification held and an indication of those employees who are grant funded. A copy of each seniority list shall be sent to the Union and posted on bulletin boards in January and July of each year by each department or unit.

Note: Seasonal employees shall be included in the appropriate seniority list with the word “seasonal” in brackets after their names.

## **9.03 Seniority Application**

Seniority applies for the purposes of the Agreement including the specific provisions for job security, layoff, recall, promotions and staff changes and vacation scheduling.

## **9.04 Loss of Seniority**

Employees shall not lose their seniority if they are absent from work because of illness, accident, layoff, or leave of absence approved by the University.

Employees shall only lose their seniority in the event:

1. They are discharged for just cause and not reinstated.

2. They resign and do not withdraw their resignation in writing within three (3) working days.
3. They are absent from work in excess of three (3) working days without sufficient cause or without notifying the University, unless such notice was not reasonably possible.
4. They fail to return to work within ten (10) calendar days following notice by receipted couriered letter to do so, except due to illness or other just cause. Employees shall be responsible for keeping the University informed of their current address. Employees recalled for casual work or employment of a duration of ten (10) working days or less at a time when they are employed elsewhere may decline such recall without loss of seniority or recall rights.
5. They are laid off for a period longer than fifteen (15) consecutive calendar months.
6. They accept a transfer to a position outside the bargaining unit and do not return to a position in the bargaining unit within the periods set out in Article 9.06.
7. They are in receipt of severance pay pursuant to the provisions of this Agreement or the *Employment Standards Act*.

## **9.05 Probationary Period for Newly Hired Employees**

All new employees shall serve a probationary period as set out in Article 3.06(e). The probationary period, which is solely for the purpose of determining a new employee's suitability, may only be extended by mutual agreement of the University and the Union. After successful completion of the probationary period, seniority shall be established in accordance with Article 9.01.

## **9.06 Transfer and Seniority 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 of the bargaining unit, except by mutual agreement of the parties.

The seniority of employees transferred outside the bargaining unit shall be retained but shall not accumulate during the period of such transfer provided the employees are not outside the bargaining unit an accumulated period of more than six (6) months in any twelve (12) consecutive calendar months. Such periods may be extended by mutual agreement of the parties.

Where the purpose of the transfer to a position outside the bargaining unit is to provide coverage for a maternity and/or parental leave, a military leave, or long-term

illness leave, an employee shall retain seniority for up to twelve (12) consecutive months.

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

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

## **Article 10 – Promotions and Staff Changes**

### **10.01 Job Posting**

The University agrees that when filling a vacancy of six (6) months duration or longer, notice of such vacancy shall be posted for a minimum of five (5) working days on Union bulletin boards, online, and in such other places as mutually agreed by the parties in order that any employee of the University shall have the opportunity of applying for the vacancy. All postings shall contain the following information:

1. applicable department or unit;
2. faculty name for positions posted within the CUPE 116 bargaining unit,
3. classification, position, required qualifications and summary of job duties;
4. hours of work, pay grade and any special features such as shift work and premiums; and

5. the University's employment equity statement

The parties agree that for job postings for positions within the Engineering Technician and Research Assistant Technician hierarchies, as well as other positions where employees are assigned a **device** with direct access to **view** online job postings, the requirement to post a copy of such job postings on Union bulletin boards and other locations as set out in this Article is expressly waived.

Temporary vacancies resulting from Article 18.03 (Union leave), 18.08, 18.09 or temporary transfers or promotions which may last longer than six (6) months, shall require a posting unless they are filled by the temporary transfer of an employee from within the applicable department or unit as defined in Appendix "A".

For assignments of two (2) weeks or longer the University shall solicit an expression of interest and consider opportunities to rotate such assignments amongst qualified employees. Within units where a reasonable expectation of multiple opportunities for temporary promotion exists, the University shall formally solicit such expressions of interest at least once per year. In evaluating the suitability of interested employees, the University will consider the knowledge, skill, and ability of interested employees to create an appropriate sized pool of candidates for temporary promotion within the unit. Feedback will be provided to employees who are unsuccessful for consideration for

temporary promotion. Where the list substantially exceeds the anticipated number of opportunities, the University may limit the pool to suitable candidates based on seniority. For an assignment that is longer than three (3) months, the University will consider rotating the opportunity amongst suitable interested candidates subject to operational requirements. For assignments of reasonable duration, the University will provide temporarily promoted candidates with formal performance feedback. Such feedback will be considered as part of any subsequent job competition under Article 10.02.

It is understood that the preceding paragraph does not apply within units where a limited number of temporary promotional opportunities may exist or the pool of suitable candidates is not sufficiently large to support a meaningful rotation of opportunities.

Eight (8) weeks after the hire or transfer of an employee into a vacancy which was filled without following either of the above methods, a review shall be performed by the department and the incumbent's supervisor to determine whether there is a likelihood that the position will last longer than the probationary or trial period. If there is a likelihood that the position will last longer than the probationary or trial period, the University shall post and fill the position expeditiously. Concurrent to the posting, the incumbent to the position shall be given written notice that their position will end on a specific date which is before the completion of their

probationary or trial period. Where the University desires a continuity of labour until the posting is filled, an extension to the probationary or trial period will be considered by the Union if requested in accordance with Articles 3.06(e) or 10.03.

## **10.02 Job Selection**

The parties agree with the following principles:

1. promotion within the service of the University;
2. job opportunity increasing in proportion to the length of service;
3. ability to perform the vacant position; and,
4. recognition of work experience.

Therefore in making staff changes, transfers or promotions the University shall consider these principles and make appointments amongst qualified candidates on the basis of knowledge, skills and ability perform the vacant job (as at the time of posting), the assessment of which will consider past performance, from within the applicable department or unit. The job selection tools used by the University shall be relevant to assessing the knowledge skills and abilities identified in the job posting. The University will provide short-listed candidates with an outline of the job selection process including an explanation of the assessment tools that will be used.

Seniority shall be the determining factor only where the other factors are relatively equal. Where a junior employee is selected over a senior candidate, the difference shall be measurable and demonstrable.

For the purposes of this Article:

- A promotion occurs when an employee moves to a position that attracts a higher rate of pay pursuant to the wage schedules of the Collective Agreement and the annotations thereto; or when an employee moves from an Auxiliary position to a Regular one.
- A transfer occurs when an employee, as a result of an application to a posted position, moves from one classification to another within the same pay grade.
- A staff change occurs when an employee moves to the same position in a different unit or department as defined by Appendix “A”.
- Where the University has posted a position and a candidate applies who would be considered a lateral transfer, that is an employee within the same classification within the applicable unit or department, that employee will be deemed the successful candidate if they are able to demonstrate that they are qualified and able to competently perform the position.

Where there is no applicant who meets those factors from within the applicable department or unit, preference shall be given to applicants from elsewhere within the bargaining unit who meet those factors.

Where there are two (2) or more such applicants, length of unbroken service with the University in the bargaining unit shall be the determining factor only where the other factors are relatively equal.

All job selection grievances shall be referred to the designated Job Selection Umpire as per Article 7.02(c). The Job Selection Umpire process shall be as set out within the Expedited Arbitration provisions of Letter of Understanding #7.

### **10.03 Trial Period**

Employees who are transferred or promoted will be appointed to their new position on a trial basis for a period of sixty-five (65) days worked or one hundred and eighty (180) consecutive calendar days, whichever comes first. Such periods may only be extended by mutual agreement of the parties. Employees who find the position unsatisfactory or are unable to meet the job requirements shall firstly be returned to their previous position or to another position at the same pay grade. Where, as a result of Article 10.03, an employee returns to their previous position, the employee then occupying such position who is thereby displaced shall firstly be returned to their previous position or to one at the same pay grade.

### **10.04 Succession Planning/ Training/Education**

- a. The parties are committed to employee development and training, therefore each local working committee is mandated to review the

concept of succession and training planning and to make recommendations to the Union/Management Committee on the fundamental elements of a succession and training plan. The recommendations must identify specifically the training and mobility requirements within lines of progression as well as the exemptions, if any, from Article 10 of the Collective Agreement the local working committee feels necessary to achieve a workable succession plan. The local working committee shall review the status of their succession and training plans every two (2) years or sooner if a local working committee deems to do so.

- b. Where the University offers free or subsidized training or education to employees in a particular department or unit as defined in Appendix “A”, and where such offer cannot be made to all employees in that department or unit, then the offer shall be made on the basis of the following factors: relevance of the training to the employee’s work; the likelihood that the employee will utilize the training in the employee’s work for a reasonable period of time; prerequisite qualifications and work history; and seniority. All enumerated factors will be given equal weight.

### **10.05 Transfers from Auxiliary to Regular**

When employees transfer from Auxiliary employee status to Regular, the amount of time which they have spent as an Auxiliary employee will decide the step of

the increment scale, if such increment scale exists, on which the employees will be placed.

Where no differential in pay exists between the Auxiliary rate and Regular rate the above section does not apply.

### **10.06 Transfer from Regular to Auxiliary**

A Regular Employee who voluntarily chooses to apply for and transfer to an Auxiliary position will retain their employment status as a Regular Employee, except as set out in this Article.

For employees who voluntarily transfer from Regular to Auxiliary:

- i. for scheduling purposes, such employees will be treated as Auxiliary; and,
- ii. for employees who restrict their availability to less than thirty-seven and one-half (37.5) hours per week, eligibility for future health and welfare benefits shall be determined by Auxiliary employee provisions of Article 22.04.

Employees who transfer to Auxiliary who subsequently apply to a posting for a Regular position in the same classification within the applicable department or unit shall have priority over other Auxiliary employees.

### **10.07 Salary Adjustment Upon Promotion and Transfer**

Employees promoted on a temporary or permanent basis shall be placed at the first step of the new pay grade which provides a raise in pay of at least fifty (\$50) dollars per month. Employees transferred to a different classification within the same pay grade shall not suffer a loss in pay as a result.

### **10.08 Seniority During Temporary Transfers**

If employees are appointed to a position of limited duration they shall, either during the time when the position continues or when the position is discontinued, return to their former position without loss of seniority.

### **10.09 Union Notification**

Each department shall notify the Union in writing when employees covered by this Agreement are hired, promoted, demoted, transferred, laid off, recalled, resign, are suspended or are terminated.

### **10.11 Rehabilitation Assignments**

The parties may agree to the designation of certain positions or the creation of assignments for the purposes of rehabilitation. These positions or assignments would be temporary in nature and only offered to employees with temporary disabilities who otherwise would be off work on sick leave, long term disability, or workers' compensation for periods of up to approximately ninety (90) days. To be offered one (1) of these positions or

assignments an employee would be required to provide to the University a medical prognosis indicating the approximate period the employee would be temporarily disabled and the extent of the disability. The employee would then be provided with a temporary job description approved by the parties and where required by the Workers' Compensation Board. The employee would then take the temporary job description to the employee's physician for approval prior to beginning the work. The physician's approval must be in writing and provided to the University.

The rate of pay for such positions or assignments shall be the employee's regular rate of pay or such other rate as may be agreed upon by the parties on a without prejudice basis.

In the event a designated position or assignment is vacant it shall be filled, if necessary, on a temporary basis in a manner mutually agreed upon by the parties.

## **Article 11 – Layoff and Recall Procedure**

### **11.01 Layoff Defined**

Layoff is defined as a reduction in the workforce or a reduction in the regular hours of work of a full-time Regular employee. It is understood that any reduction in the hours of work of part-time Regular employees or of Auxiliary employees, shall be in accordance with operational requirements and seniority. An Auxiliary employee shall have their hours reduced prior to a part-time Regular employee. A reduction in hours or

availability of work due to seasonal or cyclical slowdowns shall not be considered as a layoff.

Notwithstanding the foregoing, the parties may mutually agree to address temporary reductions in hours of work of Regular employees in a manner other than contemplated by Article 11.04.

### **11.02 Role of Seniority in Layoff and Recall**

Both parties recognize that job security should increase in proportion to 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. It is understood that employees must be qualified for and able to perform competently the work available in order to exercise their seniority.

### **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.

- a. Regular employees shall receive not less than one (1) month's notice or pay in lieu.
- b. Auxiliary 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.

## **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.

Auxiliary employees shall be laid off in accordance with the procedures set out in this Agreement prior to the layoff of any Regular employee.

### **b. Specific Provisions**

#### **1. Pre-layoff Notice to Union**

Prior to initiating a layoff, the University shall provide written notice to the Union, identifying the affected department or unit, the projected number of affected employees, the possible nature and length of layoffs, and requesting the Initial Meeting.

#### **2. Initial Meeting**

An initial meeting shall be held between the University and the Union to discuss the actions being considered

and alternatives, if any. This meeting shall take place within two (2) working days of the notification set out in (a) above, unless mutually agreed to otherwise by the parties. At this meeting the department or unit shall provide a list of the classification(s), position(s), department(s), unit(s) and the number of such that are affected.

The University shall prepare a list of the employee(s) affected in each of the categories set out above showing the seniority of each such employee. This list shall be provided to the Union in advance of the initial meeting referred to above.

### **3. Pre-layoffs Considerations**

- i. The University shall conduct a review of vacant positions of equal or lower pay to determine whether any potential placement opportunities exist. An employee must be qualified and able to competently perform the work of the vacant position to be considered, based on the most recent available information.
- ii. Where no placement opportunity is identified, the University shall conduct a review of positions at equal or lower pay in which an employee may exercise their bumping rights. For a position to be considered eligible for bumping, the employee must be qualified and able to perform the work competently. The University will not normally consider positions

as eligible which would result in serial bumping, except as set out under Article 11.06.

- iii. The University shall share the review(s) conducted further to i. and ii. above with the Union prior to making a final determination as to suitability of a placement or bumping option.

In circumstances where multiple employees or employees within multi-incumbent classifications may be facing layoff, the University may choose to conduct a pre-layoff canvass within the affected unit or department to determine if any potentially affected employees would prefer to be laid off and access the severance provisions of the Collective Agreement. In appropriate circumstances, the University may offer severance in accordance with Article 24.02 d.

The layoff procedures shall take precedence over the job posting procedure set out in Article 10.02 as long as it does not result in a promotion and as long as there are no applicants or prospective applicants who meet the factors set out in that Article from within the applicable department or unit.

#### **4. Employee Options**

The University shall meet with an affected employee and the Union to review each employee's options. An employee shall have up to five (5) working days from

the date of the meeting in which to consider and indicate their preference.

An employee shall be presented with one of the following options, should any be available, subject to seniority:

- a. A placement into a vacant identified position of equal pay in the applicable department or unit for which they have been determined to be qualified and able to perform competently the work of the position; or
- b. Should no vacancy exist for a position of equal pay, a placement into a vacant identified position of lower pay in the applicable department or unit for which they have been determined to be qualified and able to perform competently the work of the position; or
- c. Should no vacancy placement option be available, an employee may be offered a bumping opportunity into an identified position of equal pay in the applicable department or unit for which they have been determined to be qualified and able to perform competently the work of the position; or
- d. Should no vacancy placement or equal pay bumping option be available, an employee may be offered a bumping opportunity into an identified position of lower pay in the applicable department or unit for which they have been determined to be

qualified and able to perform competently the work of the position.

**In addition, employees will be offered the option to:**

- e. accept layoff with rights to recall to their previous position or a position of equal pay in the applicable department or unit for which they are qualified and able to perform competently the work of the position; or
- f. accept severance pay, if entitled, pursuant to the provisions of this Agreement or the *Employment Standards Act*. Pursuant to Article 9.04(7) this option terminates employment and all rights pursuant to the Agreement.

**5. Additional Options**

An employee for whom no placement option under 11.04(b)(4)(a) or 11.04(b)(4)(b) was available at the time layoff notice was issued shall be able to exercise their rights to such a position should one become available within thirty (30) days of the issuance of layoff notice.

This provision does not apply to an employee who was offered a placement option under 11.04(b)(4)(a) or 11.04(b)(4)(b) and who selected layoff with recall or layoff with severance.

This provision ceases to apply once an employee has been provided with a placement option.

## **11.05 Recall Procedures, Rights and Obligations**

- a. Employees on layoff shall be responsible for keeping the department or unit and the Union informed of the following:
  1. Current home address, email address, and telephone number;
  2. Availability for short term temporary work for which they are qualified and able to perform competently; and
  3. Any changes in qualifications and certifications.
- b. Employees shall be recalled by email unless they indicate that they prefer receipted couriered letter. A copy of recall letters shall be sent to the Union upon sending them to employees. Employees must return to work within ten (10) calendar days following receipt of notice, except as outlined in Article 9.04(4).
- c. It is agreed that new employees may be hired in a department or unit for emergencies or hired when employees on layoff in that department or unit are temporarily not available. Such new employees shall only be entitled to the provisions of this Agreement for the temporary period of time required and not to exceed ten (10) working days, unless mutually agreed otherwise by the parties.

- d. The University will not hire new employees while there are employees on layoff available who have applied for the vacancies within the time limits set out in Article 10.01 and who possess the qualifications and ability to perform competently the work required.

### **11.06 Layoff/Recall Umpire**

In the event of a dispute over the interpretation, application, or administration of the layoff and recall provisions of the Collective Agreement or a concern arising from where a notice of layoff could result in more than two (2) transfers, either party may refer the matter to the Layoff/Recall Umpire.

The Layoff/Recall Umpire shall be set out in Article 7.02(c). Selection of the Umpire shall be by mutual agreement. In the event agreement cannot be reached, the Umpire shall be selected by earliest availability.

The Umpire shall have exclusive jurisdiction to resolve any difference aforesaid between the parties on such terms as the Umpire considers just and reasonable in the circumstances. In the exercise of their jurisdiction, the Umpire shall seek to avoid excessive serial transfers while at the same time avoiding clear injustices to individual employees. In the exercise of the jurisdiction, the Umpire may include a temporary red circling direction where the Umpire has precluded a transfer that might otherwise have occurred. Unless otherwise agreed by the parties in advance, decisions by the Umpire shall

be without prejudice or precedent. Proceedings before the Umpire under this paragraph shall be on an expedited basis, in accordance with procedures established by the Umpire which may include hearings by conference telephone call.

Where a matter has been referred to the Layoff/Recall Umpire, a brief outline of the Union's position shall be delivered to the University at the time the referral is made. The University shall provide an outline of its response within thirty (30) days of the referral. The parties will be expected to provide further and more detailed particulars as required.

Under normal circumstances, legal counsel shall not be retained to present the case before the Umpire.

### **11.07 Termination/Severance Pay**

The amount of notice of termination or pay in lieu of notice of termination will be determined by this Agreement or the *Employment Standards Act*, whichever is greater. Employees terminated as a result of culpable conduct shall not be entitled to severance pay except where it is mutually agreed upon between the parties or part of an arbitration award.

- a. For employees in the position of Engineering Technician or Research Assistant Technician who have five (5) or more years of service, severance pay shall be paid at the conclusion of the period of notice of layoff based on the following calculation:

1. Five (5) years completed service, one (1) month's pay;
2. Each additional year of service, two (2) weeks' pay up to a maximum of three (3) months' pay

In special circumstances and upon consultation with the Department of Human Resources, departments may exceed this payment provided that any payment for severance must be available from the research grant or contract, and that the amount of severance pay does not detrimentally affect the operations of the department.

## **Article 12 - Hours of Work**

### **12.01 Standard Daily or Average Weekly Hours**

- a. The normal work week for all employees in all departments except as noted below, shall consist of five (5) consecutive days in seven (7) days for a total of thirty-seven and one-half (37-1/2) hours per week.
- b. In some departments with special requirements, the hours of work may be spread over seventy-five (75) hours in two (2) weeks by scheduling no more than six (6) consecutive working days, within the two (2) week period. Days off shall be scheduled in a manner that ensure that a minimum of two (2) consecutive days off occur within the two (2) week period. The two (2) week period will be calculated from the start of the day shift every other Sunday.

- c. The normal day shift shall be any seven and one-half (7-1/2) hours between 7:00 a.m. and 6:00 p.m. The evening shift shall be any seven and one-half (7-1/2) hours between 3:30 p.m. and 12:30 a.m. The night shift shall be any seven and one-half (7-1/2) hours between 11:00 p.m. and 8:00 a.m. except as set out in this Agreement, employees shall normally be scheduled for a seven and one-half (7-1/2) hour work day. Starting times will be offered to employees on the basis of seniority within the applicable job title, subject to operational requirements and the need to provide an adequate balance of resources.
- d. A minimum of one-half (1/2) hour meal period shall be allowed on any shift but this time will be unpaid and outside the regular hours.
- e. In the event of any employee being transferred from one shift to another, the University agrees to give at least forty-eight (48) hours' notice. There shall be at least fifteen (15) hours rest between shifts which are being changed.

**ALL CLERICAL AND SECRETARIAL:** The shift times shall be those as noted above but the hours of work shall be thirty-five (35) hours per week and seven (7) hours in one (1) day. It is also agreed that the shift work in all clerical and secretarial will only apply in those sections and at those times that it is deemed essential. Shift times will apply as outlined in (c) above.

**BOOKSTORE:** The shift times shall be those as noted above but the hours of work shall be thirty-five (35) hours per week and seven (7) hours in one (1) day.

**DENTISTRY:** As indicated in (b) and (c) above except that “(where Department Heads find it impossible to work on this basis), on Saturdays any four (4) hours between 8:00 a.m. and 1:00 p.m.” shall be added.

**FOOD SERVICES: Refer to Letter of Understanding #12.**

**PATROL:** Parking and Security Services – It is noted that patrol staff will be required to work rotating shifts. **Refer to Letter of Understanding #3.**

**SERVICE WORKER – ICE MAKER:** It is noted that the staff in the Ice Arena may be required to work rotating shifts.

## **12.02 Making Changes to the Work Schedule**

- a. The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
- b. For all employees in all departments the days worked shall be consecutive and split shifts shall be avoided if at all possible.

- c. Prior to making a major change in the work schedule, the University shall discuss these changes with the Union. The University shall provide at least thirty (30) calendar days' notice to the Union and impacted employees, prior to implementing the change to the work schedule.
- d. Changes in the work schedule must be consistent with operational requirements and the provisions of the Collective Agreement. Any such change shall not be capricious, arbitrary, discriminatory, or in bad faith.
- e. The University shall give due consideration to the impact the change will have on the affected employee(s) personal circumstances.
- f. The University and the Union agree that within the Conferences and Accommodations unit of Student Housing and Community Services, the University will give not less than one (1) week notice of the hours and days of work of each scheduled employee in the Housekeeping section. Where the Union is advised the University of special operational problems, the employees will be given as much notice as possible.

### **12.03 Employment or Wage Guarantee**

It is agreed that for all employees other than students, a minimum of four (4) hours pay in any one day will apply.

## **12.04 Paid Rest or Relief Periods**

All employees shall be permitted a rest period of fifteen (15) consecutive minutes both in the first and second half of a shift.

## **12.05 Modification to Work Schedules**

Where employees and their Department Head, Director, Manager, or designate develop a modified work schedule that has the potential of providing service more effectively, as well as providing benefits to the quality of work/life balance of the employees, it shall be submitted to the University and the Union 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 provisions of the Collective Agreement shall be included in that letter.

It is understood that such trial period may be extended by mutual agreement. Once a modified work schedule has been in place for twenty-four (24) months, further formal extension is not required. Either party may cancel a modified work schedule agreement with thirty (30) days' notice.

The following forms of modified work schedules shall be considered:

- A work schedule that varies from the regular work schedule and operates on a seasonal, sessional, or other time duration basis as defined by the parties.

- A work schedule that varies from the regular work schedule by providing longer working days with earned days off such as a “Nine Day Fortnight”.
- 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.
- **A work schedule that varies from the regular work schedule by providing a hybrid work schedule where the location of work is a combination of on campus and remote work.**

### **General Provisions:**

Factors to be considered in the assessment of the potential benefits and impacts of a modified work schedule are:

- a. The potential for reduction in the use of leave for medical and dental appointments;
- b. Customer service;
- c. Operational requirements;
- d. The potential for reduction in childcare costs;
- e. Sustainability;
- f. Greater coverage of the work day by employees ‘on shift’;

- g. The potential for reductions in overtime;
- h. Impact on work flow;
- i. Interdependency of work units;
- j. Relative costs of the forms of work schedule.

It is agreed and understood that all approved and agreed to, modified work schedules shall adhere to the following principles:

- a. Equate to the same number of working hours as a standard work week.
- b. Such hours may be averaged on a bi-weekly, monthly, or annual basis as is appropriate for the unit.
- c. The calculation of such averaged hours must include all paid time including rest breaks, paid holidays, and vacation.
- d. Recognition of any relevant University policies and/or guidelines.**

### **12.06 Availability for Part-Time Regular and Auxiliary Employees**

**Part-time Regular and Auxiliary employees must indicate a minimum of one (1) day per week that they are available to work, during times in which shifts are typically scheduled by the department.**

## **Article 13 – Overtime**

### **13.01 Overtime Defined**

Overtime is defined as all time worked before or after the normal daily hours or in excess of the normal weekly hours, as set out in Article 12.

Overtime is considered scheduled if it is posted on the hours of work schedule, pursuant to Article 12.02, or if an employee is advised of overtime work while they are at work.

In the event of an approved alternate work schedule, modified work week schedule, flex schedule or combination thereof, overtime shall be defined as set out in Article 12.05.

### **13.02 Compensation for Work Before and After Scheduled Daily or Weekly Hours**

- a. Overtime rates will be calculated on the pay of the shift immediately previous to the time in which the overtime occurred.
- b. Overtime work before and after regular daily or weekly hours shall be paid for at double time on a pro rata basis. Overtime shall normally be paid, but if there is mutual agreement between an employee and a Department Head, equivalent time off may be taken; such time off will be at double time. Days off with pay accrued in lieu of pay for overtime must be taken not later than twelve (12) months following the date on which the overtime was worked.

- c. Double-time rates will apply for all overtime on a pro rata basis. Overtime will be paid for any hours in excess of seven and one-half (7-1/2) hours in one (1) day or thirty-seven and one-half (37-1/2) hours in one (1) week except as indicated in (b) above when overtime will be paid for any hours in excess of seven and one-half (7-1/2) in one (1) day or seventy-five (75) in two (2) weeks. In each case, overtime will be calculated on the pay of the shift immediately previous to the time in which the overtime occurred.

For all Clerical, Secretarial and Bookstore employees, overtime will be paid for any hours in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week. For these employee groups, the rate of overtime pay will be prorated based on one hundred and fifty two (152) hours per month.

### **13.03 Payment for or Supply of Meals**

Where employees work two (2) hours or more immediately before or immediately after their regular shift due to overtime, the University shall provide a meal or an allowance of **twenty dollars (\$20.00)**.

### **13.04 Sharing of Overtime**

Overtime shall be on a voluntary basis except in emergencies. Insofar as possible, overtime will be divided equally among employees within a department or unit as described in Appendix "A" where they are

qualified to perform the available work in their classification except in emergencies.

All overtime worked shall be posted within ten (10) working days of the end of each quarter in the department or faculty concerned, and a copy of this posting shall be sent to the Union.

### **13.05 Call Out – Trouble Call – Standby**

- a. Call Out shall be defined as a request for an employee to perform work outside the employee's scheduled hours, excluding scheduled overtime contiguous to the start or end of the employee's scheduled hours. Employees shall be entitled to return home immediately after completing the work specific to the call out, unless it extends into the employee's scheduled hours. Minimum pay for a call out is four (4) hours at the appropriate overtime rates. Where a call out extends into an employee's scheduled hours, the employee shall be paid at the appropriate overtime rates for the first four (4) hours worked, with the balance of scheduled hours worked paid at the employee's regular rate of pay.
- b. Trouble Call shall be defined as a call to an employee outside the employee's scheduled hours for information or advice regarding a problem at the workplace. Employees receiving a trouble call that does not require the employee to leave home shall receive a minimum of two (2) hours pay at appropriate overtime rates. It is understood that

multiple calls within a sixty (60) minute period, related to the initial trouble call, shall not be considered additional trouble calls.

- c. Standby pay will occur when employees are scheduled to be on-call for evenings and weekends. Standby employees shall be paid a \$38.00 shift premium for each twenty-four (24) hour period or part thereof, they are scheduled for on-call work, regardless of whether work is required.

In the event that an employee is asked to report to the workplace while on standby, the employee shall receive Call Out as set out in 13.05(a). If a Standby employee is required to dispatch another employee to the workplace due to specialized expertise, the dispatched employee will receive Call Out as per Article 13.05(a). No additional premium will be paid to the Standby employee.

During regularly scheduled standby shifts, it is the employee's responsibility to respond in a timely manner.

An employee who reports to work during a Standby shift is permitted to leave the workplace once the work is complete.

Standby shall be scheduled on a voluntary basis. Should enough employees not volunteer, standby shall be assigned on the basis of reverse seniority amongst employees able to perform the work competently.

Prior to implementing a Standby schedule within a unit, the University shall discuss the implementation with the Union. The University shall provide thirty (30) days calendar notice to the Union and the impacted employees prior to implementing the Standby schedule. The University shall give due consideration to the impact of a Standby schedule on the personal circumstances of the affected employees. The Union may refer any dispute respecting the implementation of a regular standby schedule directly to Expedited Arbitration under Letter of Understanding #7.

- d. In the event of a call out or trouble call on a Paid Holiday, employees shall receive double time for the specified minimum in addition to the employee's regular pay.

### **13.06 Relief On Call**

To be regulated to the best of the University's ability.

## **Article 14 – Shift Work**

### **14.01 Shift Premium**

All employees hired prior to January 1, 1986 shall receive five percent (5%) additional compensation for all hours worked on the evening shift and ten percent (10%) additional compensation for all hours worked on the night shift.

All other employees not grandparented 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 Weekend Premium**

All employees shall receive a weekend premium of **one dollar (\$1.00)** for all hours worked between 7:00 a.m. and 6:00 p.m. on a Saturday or on a Sunday.

Where the University requires Regular employees to work on a Saturday and/or Sunday, it shall provide Regular employees with an opportunity to indicate their preference for such work. The University shall first schedule those employees who have indicated their preference work on a Saturday and/or Sunday amongst those employees capable of performing the work. Should the University require additional Regular employees on a Saturday and/or Sunday, it will schedule those employees who are capable of performing the work on the basis of reverse seniority.

Employees who apply for a posted position where the hours of work specifically include weekends shall be deemed to have indicated their preference.

### **Article 15 – Holidays**

#### **15.01 Paid Holidays**

- a. The following are the Paid Holidays recognized by the parties:

New Years Day	January 1
Family Day	Third Monday in February
Good Friday	Varies from year to year
Easter Monday	Monday immediately following Good Friday
Victoria Day	Third Monday in May
Canada Day	July 1
British Columbia Day	First Monday in August
Labour Day First	Monday in September
<b>Truth &amp; Reconciliation Day</b>	<b>September 30</b>
Thanksgiving Day	Second Monday in October
Remembrance Day	November 11
Christmas Day	December 25
Boxing Day	December 26

Any other day proclaimed as a holiday by the Federal or Provincial Government.

- b. Where one of the above noted Holidays falls on a Saturday or Sunday the University may declare the preceding Friday or the following Monday as the day in lieu to be recognized by the University or in the case of Christmas and Boxing Day, may declare the day(s) immediately preceding or following such day(s) as the day(s) in lieu. In the event a Paid Holiday falls on an employee's regularly scheduled

day off, the University may declare the scheduled day of work immediately preceding or following as the day(s) in lieu.

Should an employee be scheduled to work on a Paid Holiday, the lieu day provision shall not be operative and the actual Paid Holiday will be treated as such.

### **15.02 Special Arrangements – Christmas**

It is agreed between the University and the Union that special arrangements shall be made for all shifts for the last working day prior to Christmas Day where it will not disrupt working requirements. These special arrangements shall be discussed in the Union/Management meeting each November.

### **15.03 Paid Holiday Entitlement**

- a. Full-time Regular employees shall be entitled to all Paid Holidays as set out in Article 15.01 (a) and (b) unless they are on layoff at the time of the Paid Holiday and have not worked eleven (11) days in the thirty (30) calendar days immediately preceding the Paid Holiday.
- b. All other employees who have been employed for thirty (30) calendar days and have worked eleven (11) of the thirty (30) calendar days immediately preceding the Paid Holiday shall be entitled to such Paid Holiday as set out in Article 15.01 (a) and (b).
- c. All employees, other than Regular employees, recalled from layoff less than thirty (30) days prior

to a Paid Holiday, and who did not receive entitlement for a Paid Holiday while on layoff, shall be entitled to pay for the Paid Holiday following the recall if that employee had worked eleven (11) days of the thirty (30) calendar days prior to the layoff from which the employee has been recalled.

#### **15.04 Pay for Paid Holiday or Lieu Day Not Worked**

- a. All employees entitled to a Paid Holiday shall be paid their regular wages for that day.
- b. All part-time Regular and Auxiliary Employees entitled to Paid Holidays shall be paid a day's pay based on the average number of hours per day worked in the thirty (30) calendar days immediately preceding the Paid Holiday.

#### **15.05 Pay for Paid Holiday Day Worked**

- a. All employees who work on a Paid Holiday as set out in Article 15.01 (a) shall be paid at the overtime rate as set out in Article 13 for all hours worked.
- b. Employees entitled to the Paid Holiday as set out in Article 15.03 who work that Paid Holiday shall receive a day off with pay as set out in Article 15.04. The day off must be taken within twelve (12) calendar months immediately following the Paid Holiday at a time mutually agreed between the employee and the department. The employee may

elect to receive one (1) day of pay in place of the day off, subject to the agreement of the department.

### **15.06 Illness or Injury on a Paid Holiday**

Employees entitled to a Paid Holiday who are scheduled to work on that Paid Holiday as set out in 15.01 (a) and do not report for work due to illness or injury shall receive sick pay for that day (if they have sufficient sick leave accumulation to draw from) and shall be granted a paid day in lieu at a time mutually agreed between the employee and their department within twelve (12) months of the Paid Holiday. If such employee does not have sufficient sick leave accumulation to cover the day they shall receive holiday pay as set out herein.

### **15.07 Leave of Absence Without Pay**

Employees on Leave(s) of Absence Without Pay other than Leave(s) of Absence for Union Business pursuant to Article 18.02 shall not be entitled to Paid Holiday pay or Special Holiday pay for holidays that occur while they are on such leave.

### **15.08 Resignation/Retirement**

Employees who retire or resign before a Paid Holiday shall not be entitled to Paid Holiday pay for such day.

**CLARIFICATION NOTE:** For purposes of clarification, it is the intention of the parties that premium pay will attach to working on the actual date of the paid holiday rather than the day declared in lieu by the University. For example, employees who work

the day in lieu and not the actual day of the paid holiday shall receive straight time pay, and those who have worked eleven (11) days of the thirty (30) calendar days immediately preceding the paid holiday shall also receive an additional day's pay, or by mutual agreement of the employee and their department, another day off with pay.

## **Article 16 – Vacations**

### **16.01 Definition of Term**

For the purpose of this Article, the calendar year shall mean the twelve (12) month period from January 1 to December 31 inclusive.

### **16.02 Vacation Schedule for First Incomplete Year**

Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter (1-1/4) working days for each month worked prior to December 31 with the right to take days as they are accumulated. For probationary employees, the probationary period may be extended by the amount of earned vacation actually taken.

### **16.03 Vacation Schedule for Second Calendar Year**

Subject to Article 16.09, employees in their second calendar year may take their vacation entitlement of 1-1/4 days per month as it is accrued. Alternatively, such employees may take their full annual vacation entitlement of three (3) weeks, or portion thereof, at any time in the 2nd calendar year. In this event the employee

shall receive vacation pay only for entitlement already accrued. Payment for vacation entitlement unearned at the time of vacation will be paid monthly as it is accrued.

Employees who have completed their first Anniversary year of employment shall not be subject to the foregoing.

#### **16.04 Vacation Schedule**

- a. Employees shall receive an annual vacation with pay on the following basis:

Three (3) weeks during the second (2nd) calendar year.

Four (4) weeks during the fifth (5th) calendar year.

Five (5) weeks during the eighth (8th) calendar year.

Commencing with their fourteenth (14th) calendar year of service, employees shall receive one (1) additional day with pay for each additional year of service, to a maximum of five (5) additional days.

Six (6) weeks during the eighteenth (18th) calendar year.

Rates of pay in each of the above cases shall be those which the employee would have received if they had worked.

For computation of vacation entitlement, employees shall be deemed to be in their second

(2nd) calendar year on January 1 if they had service immediately preceding that date.

- b. Where an employee's vacation entitlement increases as a result of this Article, the employee shall be entitled to carry over such increase to the following year.

### **16.05 Compensation for Holidays Falling Within Vacation**

When a Statutory Holiday falls on or is observed during an employee's annual vacation period, the employee shall be granted an additional day's vacation for each Statutory Holiday in addition to their vacation time.

### **16.06 Vacations – Part-Time Regular and Auxiliary Employees**

It is agreed that part-time Regular and Auxiliary employees will enjoy the same vacation entitlement, on a pro-rata basis, as full-time Regular employees. Effective January 1, 2020, part-time Regular employees shall receive vacation pay as paid time off, to be scheduled in accordance with Article 16.09.

Vacation pay shall be calculated and paid to Auxiliary employees' semi-monthly with their normal pay.

### **16.07 Vacation Pay on Termination**

An employee who leaves the service of the University for other than normal retirement after the first year (twelve (12) months) of service shall be entitled to the

proportion of vacation for which the employee normally would be eligible, such proportion to be calculated on the number of month's service from January 1 on the year of severance.

### **16.08 Vacation Pay on Retirement**

An employee with ten (10) or more years' service with the University who is eligible for retirement under the provisions of the Staff Pension Plan shall receive, upon binding notice of retirement, an additional ten (10) days' vacation for the year in which retirement occurs.

This provision may only be accessed one (1) time in an employee's career and, should the employee return to employment at a subsequent time, the provisions of Article 16.07 would apply.

### **16.09 Vacation Preferences and Schedules**

It is agreed that employees' annual vacation entitlements shall be taken at the employee's option. Every reasonable effort shall be made to accommodate the interests of both the employee and the department. Vacation entitlements shall be posted by January 15 of each calendar year. Employees will submit vacation requests by February 15 of each calendar year. Requests will be approved and the final vacation schedules will be posted by March 1 of each calendar year. Permission shall not be withheld unjustly. Scheduling of vacations shall be on the basis of seniority. Requests for changes after March 1 will not be unreasonably refused.

Vacation in any one (1) year must take place by December 31st, except that at an employee's discretion **up to ten (10)** days of paid vacation may be carried over for use into the following year.

### **16.10 Approved Leave of Absence during Vacation**

Where an employee is eligible for sick leave while they are on vacation there shall be, on application, special arrangement made where illness or accident can be proven with the intent not to lose vacation time. In such cases, a doctor's certificate stating specifically the nature of such illness or accident may be required.

### **16.11 Notice of Termination by Employee**

A Regular employee will give the University one (1) month's written notice upon severance if they **wish** to receive full vacation entitlement upon separation.

All other employees with three (3) months' continuous service or more will give the University one (1) week's written notice upon severance if they **wish** to receive full vacation entitlement upon separation.

Employees who do not give the required notice as outlined above shall receive only four percent (4%) vacation pay or as required by legislation.

## **Article 17 – Sick Leave**

### **17.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick,

disabled or quarantined, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*. Employees, who exhaust their sick leave credits due to lengthy illness, etc., shall be allowed an automatic leave of absence without pay for two (2) months. A review of the case shall be made at the end of the two (2) month period.

## **17.02 Annual Sick Leave**

### **a. Regular Employees:**

- i. For all full-time Regular employees except for those covered by Article 12.01(f), 9.375 hours' sick leave at full pay for each month of accumulated service up to a maximum of one thousand one hundred and forty (1140) hours will be allowed.
- ii. For all full-time Regular employees covered by Article 12.01(f), 8.75 hours' sick leave at full pay for each month of accumulated service up to a maximum of one thousand and sixty-four (1064) hours will be allowed.
- iii. All part-time Regular employees will be credited with sick leave accrual based on the following formula:

$$\begin{aligned} & (\text{Regular Hours worked in a month} \times 1.25) \\ & \div \text{Days Worked} \end{aligned}$$

A part-time Regular employee's maximum accrual shall be pro-rated against that of a full-time Regular **employee.**

For the first partial month of service, an employee shall receive sick leave credit based on start date. Subsequently, sick leave shall be calculated and credited on a monthly basis.

Employees who are regularly working on an evening or night shift will be entitled to sick leave pay at the applicable premium rate if they are ill and absent from work during the time that they would have otherwise received the premium rate for that specific shift.

For the purposes of the remainder of Article 17, a "day" is defined as:

- i. 7.5 hours for all full-time Regular employees except those covered by Article 12.01(f).
- ii. 7 hours for full-time Regular employees covered by Article 12.01(f).
- iii. For part-time Regular and Auxiliary employees, the pro-rated calculations of the above.

**b. Auxiliary Employees**

- i. Auxiliary employees who have completed three (3) months of continuous service shall be eligible to participate in the sick leave plan. Date of computation shall begin from the date of employment including the probationary period.

- ii. The rules which apply to Regular employees shall apply to Auxiliary employees.
- iii. An Auxiliary employee shall not be eligible for sick pay during a period in which they are not employed at the University – e.g., layoff time.
- iv. Once an Auxiliary employee becomes eligible for sick leave credits and is subsequently laid off, that employee shall not have to serve another three (3) months to become eligible if re-employment takes place within fifteen (15) months of the lay-off. In the event of such re-employment, new accumulation of sick leave credits shall be added to the accumulation previously credited to the employee.
- v. When an employee has worked eleven (11) of the days in any given calendar month, they will be entitled to sick leave credit. If an employee works less than eleven (11) of the days in a month, no sick leave credit will apply.
- vi. The sick leave policy shall apply to Auxiliary employees who have completed three (3) months continuous service as per section (a) and where the normal work week is twenty (20) hours or more.
- vii. Auxiliary employees who qualify for sick leave shall have their entitlements calculated on the same basis as part-time Regular employees as set out above.

**The provisions of the *Employment Standards Act* are incorporated into this Article such that all employees are entitled to a minimum of five (5) paid days of sick leave per year after completing ninety (90) calendar days of service.**

**The illness and injury leave entitlement in the *Employment Standards Act*, which is currently five (5) days, is not in addition to any entitlement that may be accrued in (a) and (b) above.**

### **17.03 Leave for Medical and Dental Appointments**

**Absence for medical and dental appointments totaling three hours and forty-five minutes (3.75 hours) or less in any one (1) calendar month shall not be deducted from sick leave. For those employees who work a thirty-five (35) hour work week in accordance with Article 12.01, the amount of this leave shall be three hours and thirty minutes (3.5 hours).**

Where absence for medical and dental appointments exceeds **the limits set out above**, a deduction shall be made from accumulated sick leave.

Except in the event of emergency treatment, all requests for leave of absence for medical or dental appointments shall be submitted at least five (5) working days in advance. Cases involving excessive use of medical or dental appointments may be referred to the Attendance Review Committee.

#### **17.04 Employee's Report of Illness**

Where an employee is absent through illness or injury, they must report by phone or otherwise to their immediate supervisor.

In case of absences exceeding six (6) days, report by phone or otherwise must be made to the employee's supervisor each week whenever possible. On return after absence, an "Employee's Report of Illness" must be presented on a standard form provided.

A certificate of fitness issued by a licensed medical practitioner may be requested from an employee returning to work following prolonged illness or injury.

#### **17.05 Sick Leave During Breaks**

In departments where such practice is normal, a break period which does not exceed fifteen (15) days shall not count as a break in building up the necessary three (3) months of continuous service to become eligible. However, no sick leave pay will be issued for sickness or injury for days falling within such a lay-off period.

#### **17.06 Extension of Sick Leave**

Special consideration for extension of sick leave may be given by the University in special circumstances for a long service employee.

An employee shall first request an extension from their department or unit. The department or unit shall forward the request to Human Resources. The department or unit

may add their recommendation to the request. Human Resources will normally respond within one (1) week with a decision or a request for further information.

### **17.07 Attendance Review Committee**

A joint Union/Management Attendance Review Committee consisting of one (1) Union Executive, one (1) Senior Department representative, and one (1) representative from Human Resources will be established. The mandate of this committee shall include but not be restricted to reviewing and making recommendations to the University regarding cases covered under Article 17.01 above where employees have exhausted their paid sick leave credits and the automatic two (2) month extension of sick leave without pay, disability cases rejected for Workers Compensation or Long Term Disability Insurance, and cases involving excessive absenteeism and/or medical appointments.

As part of the review process the committee shall be empowered to require an employee to provide medical certificates to substantiate periods of absenteeism, to confirm degree of physical limitations due to injury, to ascertain the prognosis regarding the employee's anticipated date of return to work and the employee's ability to carry out their full range of duties on a regular and consistent basis, and the like. The employee shall have the choice of obtaining such certificates from either their own doctor or from the University's physician. Where the committee deems it appropriate, however, it

shall be entitled to obtain a second medical opinion from a physician of its choice.

It is understood and agreed that the Committee shall function on the basis of consensus. However, if consensus cannot be achieved in a given instance, the University may exercise its rights as if this Article did not exist.

Where an employee has been diagnosed by an appropriate medical professional as suffering from a drug or alcohol dependency problem, and is participating in a prescribed in-patient treatment program, the Attendance Review Committee shall discuss an appropriate cost sharing arrangement. During the course of such treatment, the employee may access sick leave with pay to the extent that sick leave credits are available. An employee may request an extension to sick leave pursuant to Article 17.06 upon expiry of sick leave credits.

### **17.08 Subrogation**

Except for amounts recovered from the Insurance Corporation of British Columbia, employees who recover past wage loss as a result of a third party claim arising from an accident or incident for which another party is liable shall reimburse the University for all sick leave benefits paid to the extent of the amount recovered.

Sick leave benefits in the amount recovered will be credited upon payment of these monies. It is understood

and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified legal expenses incurred by the employee to recover that claim.

### **17.09 Use of Accumulated Sick Leave for Illness of a Dependent**

Employees may use up to three (3) days of dependent leave in any calendar year to care for the illness or injury of a dependent. Any such use of dependent leave shall be deducted from an employee's personal sick leave credits, but shall be recorded as dependent leave. This provision is subject to the employee maintaining a personal annual accumulation of sick leave credits in excess of twelve (12) days to comply with the *Employment Insurance Regulations*.

Employees may use up to an additional two (2) days as dependent leave in any calendar year for such illness provided they have sufficient accumulated sick leave credits carried over from a previous calendar year.

For the purposes of this Article, a child, foster child, spouse, common-law spouse, and/or parent is considered a dependent, if they are related to the employee by blood, marriage or adoption or, as common-law spouse.

### **17.10 Sick Leave Conversion**

Where an employee changes jobs, or status definition under Article 3.06, which will result in a change in the

number hours worked within a month, the employee shall have their sick bank converted to their new schedule on the basis of days.

Under these circumstances, sick bank conversion will occur using the following calculations:

Step 1:

---

$$\text{Current Sick Bank (hours)} \div (\text{Hours worked} \div \text{Shifts Worked}) \\ = \text{Sick Bank (days)}$$

Step 2:

---

$$\text{Sick Bank (days)} \times (\text{Projected Hours} \div \text{Projected Shifts}) \\ = \text{New Sick Bank (hours)}$$

where hours and shifts worked are those paid at straight time and do not include overtime.

## **Article 18 – Leave of Absence**

### **18.01 Negotiations and Grievances Pay Provisions**

Officially designated representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily to serve on an official Joint University/Union committee, carry out negotiations or to discuss grievances, or engage in arbitration, except that the number of employees involved at any one time normally may not exceed three (3). For negotiations, the number of employees involved at any time may not exceed five (5).

It is further agreed that no designated representative of the Union shall leave their work without obtaining

permission, where reasonably possible, from their Management and Professional Group Supervisor. Such permission shall not be unreasonably withheld.

### **18.02 Leave of Absence for Union Business**

Official representatives of the Union will be granted leave of absence without pay to attend Union conventions or to perform any other function on behalf of the Union and its affiliation. It is agreed that the Director or Department Head and the Human Resources Department will be given at least ten (10) days advance notice in writing, or in the case of emergency, as much notice as possible in writing. It is understood that such leave of absence must not interfere with the normal functions of any University department.

### **18.03 Leave of Absence for Full-Time Union or Public Duties**

It is agreed that any employee who is elected or selected for **the following** full-time positions shall be granted leave of absence without pay and without loss of seniority by the University for a period of up to three (3) years:

- a. **with the Union or anybody with whom the Union is affiliated;**
- b. **in a Political office at the Federal, Provincial, or Municipal level; or**
- c. **within a First Nations Band Council or Indigenous Political organization.**

The intention is that in terms of benefits, the employee's leave of absence will not count but in terms of length of service that it shall. After three (3) years of such absence, extension may be granted by the University upon application.

#### **18.04 Paid Bereavement Leave**

Upon notification to the employee's immediate supervisor 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, spouse, common-law spouse, child, or sibling.

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 parent-in-law, child-in-law, sibling-in-law, grandparent, 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).**

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

Should a request for further leave due to special circumstances not be approved, the employee or, Union may request a review by Human Resources. Human Resources will normally respond within two (2) weeks with a decision or a request for more information.

In special circumstances resulting from the death of a family member not listed within the provisions of Article 18.04, an employee may request time off without deduction of pay or sick leave or loss of seniority. Should such a request for paid bereavement leave not be approved, the employee or Union may request a review by Human Resources in the manner described in the preceding paragraph.

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 60 days of ratification.***

### **18.05 Mourner's Leave**

Upon application to the Department Head, an amount of time up to a maximum of half (1/2) day leave of absence without deduction of pay to attend a funeral or memorial service may be granted. The half day may be extended to a full day if the employee has a significant role in

arranging or conducting the service or ceremony, for example, as a pallbearer.

### **18.06 Paid Jury or Court Witness Duty Leave**

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence with pay for this purpose. The employee concerned shall deposit with the University any pay received for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

### **18.07 Citizenship Leave**

An employee shall be allowed the necessary time off with pay to process their Canadian Citizenship application.

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

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

a. **Maternity Leave**

1. A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. The maternity leave must start no earlier than thirteen (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 seventeen (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 six (6) consecutive weeks of unpaid leave, during the period that begins on the date of the termination of the pregnancy, which must end no later than six (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 practitioner or nurse practitioner stating the expected or actual birth date.
4. An employee who requests maternity leave is entitled to an additional six (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 stating the actual or expected birth date or date the pregnancy terminated or stating the reasons for requesting additional leave.

b. Parental Leave

1. A parent who takes maternity leave as set out in Article 18.08(a)(1) is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave, which must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is seventy-eight (78) weeks of unpaid leave plus any additional maternity and/or parental leave the employee is entitled to pursuant to this Article and/or the *Employment Standards Act*.
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 to 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.
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. The University may require a certificate from a medical practitioner or nurse practitioner or other evidence of the employee's entitlement to leave.

When an employee decides to return to work after maternity and/or parental leave, they must provide the University with at least two (2) 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.

c. Additional Provisions

1. An employee on maternity or parental leave may maintain coverage on the following plans:
  - Medical Plan
  - Dental Plan
  - Extended Health Plan
  - Group Life Insurance Plan
  - Optional Life Insurance Plan
  - Long-Term Disability Insurance Plan
  - Pension Plan

It is understood that an employee on maternity or parental leave shall continue to pay their share of any applicable premiums and/or contributions for the following plan:

- Optional Life Insurance Plan
  - Long-Term Disability Insurance Plan
  - Pension Plan
2. An employee on maternity or parental leave shall not lose seniority **or vacation** entitlements.
  3. **Employees on maternity leave who have completed six (6) months (975 hours)\* of service shall be eligible for the Supplemental Employment Benefits (SEB) plan as described in Letter of Understanding #8**

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.

\* Office/Clerical Employees  
(**910** hours of services)

Except as specifically set out within this Article, the parties acknowledge that the intention of this provision is to provide the statutory entitlements for leaves as

required by the *Employment Standards Act*. Any future changes to the *Employment Standards Act* will be incorporated into this provision in accordance with that intention and deemed effective as of the date of the legislative change.

### **18.09 General Leave: Staff Employees**

An employee may be granted leave of absence without pay for personal reasons upon written application to the Department Head or Manager. It is understood that such leave shall not exceed six (6) months, and also shall not interfere with the operation of the department concerned. Such approval shall not be withheld unreasonably. When employees return to work from their leave of absence, they will not necessarily be placed in their previous work area.

It is understood that extensions of leave shall be at the sole discretion of the Department Head. Any requests for extensions shall be made in writing at least thirty (30) days prior to the expiry of the initial leave. Such discretion shall be exercised reasonably, fairly, and in good faith.

Requests for leave of absence for an employee to fulfill family obligations, including matters related to the care, health or education of dependant children, elder parents, or other immediate family members are considered under this Article.

## **18.10 Paid Leave Between Boxing Day and New Year's Day**

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 other mutually agreeable time. It is understood that the University will not introduce new seasonal layoffs to avoid this benefit.

Pay grades for employees within Food Services include a 1% wage differential in lieu of the provisions of Article 18.10 and are therefore not entitled to paid leave between Boxing Day and New Year's Day.

## **18.11 Absence from work due to Court Cases**

When an employee, who has completed their probationary period as set out in Article 3.06(e), is charged with an offence and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay to attend such hearing or pending results of hearing charges. If the employee is found to be guilty of the charges, the Union and the University will arrange a meeting to determine whether or not the employee will be continued on leave of absence or discharged or return to work.

If the employee is found not guilty of the charges the employee will be reinstated to their former position. If the former position no longer exists for the employee then the employee can invoke the relevant provisions of the Collective Agreement to continue employment with the University. When an employee is reinstated, it is understood that the employee will not receive pay for the period during which the employee did not work.

### **18.12 Leave for Birth of a Child**

An employee may take one (1) day of paid leave in the event of the birth of a child.

### **18.13 Pre-Placement Adoption Leave**

Upon request with supporting documentation for approval from their immediate supervisor, employees are eligible for pre-adoption leave with pay for up to twenty (20) days for each adoption. This leave may be taken intermittently and for the purpose of:

1. Pre-requisite adoption courses;
2. Adoption suitability evaluations including pre-placement visit with the prospective adoptive child(ren);
3. Completion of legal processes in the child's or children's country, including travel for an international adoption while the employee is in the country.

Leave under this provision will end with the placement of the adoptive child(ren). Should both adopting parents work at the University the twenty (20) days may be shared between both parents. This leave is not available for direct placement adoption.

#### **18.14 Leave for Domestic Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to **five (5)** days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

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

#### **18.15 Religious and Cultural Observance Leave**

**The Union and University recognize that employees are from a diverse range of cultural and religious backgrounds. In some situations, this may require time away from work for religious or cultural observances.**

**In the event an employee requires time away from work for cultural or religious observances, they should make their request to their Manager or Administrative Head of Unit with as much notice as possible. Requests will not be unreasonably denied.**

**Employees may request to take the time off as an unpaid leave of absence in accordance with Article**

**18.09, vacation in accordance with Article 16.09, banked overtime, a day off with pay for working a statutory holiday in accordance with Article 15.05 (b), or by rescheduling their work hours, subject to operational requirements.**

### **18.16 – 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 18.04 – 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, 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 60 days of ratification.*

## **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.

### **19.03 Pay on Temporary Transfers**

When an employee is assigned to temporarily substitute in or perform the principal duties of a higher paying position for one (1) or more hours, but less than a one-half (1/2) shift, the employee shall be paid four (4) hours at the rate of pay for the position; for an assignment of one-half (1/2) or more of a shift, the employee shall receive the rate of pay for the position for the full shift. It is understood such assignment shall be either verbally

or in writing to take over such duties by the employee's recognized supervisor.

The Acting Senior Patrolperson when assigned to temporarily substitute in or perform the principal duties of the Senior Patrolperson shall receive the rate of pay of the Senior Patrolperson from the first (1<sup>st</sup>) day.

#### **19.04 Motor Vehicle Policy**

The University shall not require an employee to own or use their own vehicle as a condition of employment.

#### **19.05 Safe Transportation at Night**

To ensure employee safety for those required to work after 11:00 p.m., with a shift that ends no later than 6:00 a.m., employees who, due to extenuating circumstances resulting from the direction of the University or other unplanned event, are unable to rely upon their normal mode of transportation at night, shall be eligible for the following provisions:

1. Subject to the approval of management, an employee shall be eligible for reimbursement, or provided access to a taxi account or taxi voucher, for reasonable transportation costs to their place of residence;
2. Should a manager be unavailable, the employee shall request approval from the most senior level of supervisor available;

3. In the event that neither a manager nor a supervisor is available, the employee will still be eligible for reimbursement pursuant to this Article.

### **19.06 Tuition Fee Benefit – University of British Columbia Courses**

On completion of the probationary period, a Regular 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 UBC Extended Learning 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) credits (formerly 3 units) 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 Regular 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 time arrangements. The above provisions will apply to an Auxiliary 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. Auxiliary 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.

### **19.07 Professional and Skills Development Fund**

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 **principle of ongoing professional and skills development that is in line with career opportunities for advancement in the service of the University.**

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.

## **Article 20 – Job Classification and Reclassification**

### **20.01 Job Description**

The University agrees to draw up standard job descriptions for all positions and classification for which the Union is the bargaining agent and provide copies of such descriptions to the Union. In the case of change of standard job description, the Union will have the right to present written objection to any new description within thirty (30) days after receipt. If such objection is received, the University agrees to review the standard job description. The Union will have the right to attend such a special meeting of review.

For standard classifications that include multiple position descriptions, the University will provide a copy of the position description to the Union upon request. It is understood that such requests shall be specific in nature and made to Human Resources.

It is understood that the details of any position description must fit within the parameters of the applicable standard job description.

For the purpose of job postings, the posting shall contain the relevant standard job description or pertinent information from the applicable position description.

## **20.02 No Elimination of Present Classification and Position**

Existing classifications and positions shall not be eliminated without prior agreement with the Union.

## **20.03 Reclassification of Existing Positions**

- a. Where the nature of the duties, level of responsibilities and requirements of a position and/or classification covered under this Collective Agreement change significantly or the position is allocated inappropriately, a written request for review may be submitted to the Human Resources Department by the incumbent employee(s), the Union or the Department. One (1) copy of such written request must be sent to both the Union and the Department Head.
- b. A minimum of twelve (12) months must elapse between each application on an employee's behalf.
- c. The employee shall complete a reclassification form, a copy of which shall be sent to the Union office. This form shall be designed to obtain all relevant information related to the request, including:
  - i. the duties and responsibilities the employee is fulfilling which they think justify a change in classification.
- d. The employee shall be notified by letter within twelve (12) weeks of the date Human Resources

receives the employee's completed reclassification form referred to in (c) above, of the decision regarding the request. The letter must contain an explanation of the rationale for the decision reached; these factors are complexity, accountability, judgment/ decisions, supervision given, contacts and job requirements.

- e. If the reclassification is not recommended, the letter shall contain the reasons for not recommending the reclassification. A copy of the aforementioned letter as well as any and all supporting documentation relied upon in making the decision shall be forwarded to the Union.
- f. Where the Employee or the Union is not satisfied with the result of the reclassification, they may appeal to the Director, Total Compensation within thirty (30) days of being advised in writing of the result. The appeal shall be in writing and shall outline:
  - i. reasons for the appeal,
  - ii. the aspects of the original reclassification request result that they disagree with, and
  - iii. new information, if there is any.

The Director, Total Compensation shall render a decision in writing within thirty (30) days of receiving the appeal document.

- g. Within thirty (30) days of the receipt of the decision of the Director, Total Compensation, the Union may refer the matter to the Job Classification Umpire as per Letter of Understanding #6.
- h. If an employee's position is reclassified, that employee shall not be placed on probation or be considered to be on trial period.
- i. A wage increase awarded as a result of reclassification shall be retroactive to the date the reclassification was submitted.

#### **20.04 New Classifications**

Where any position not covered by the Wage Schedule, etc., is established during the term of this Agreement the classification and rate of pay shall be the subject of negotiation between the University and the Union.

If the parties are unable to agree on the classification and/or rate of pay in question such dispute shall be submitted to the Job Classification Umpire as per Letter of Understanding #6. In fixing the rate of pay the Umpire shall not be precluded from awarding a rate which is higher than the rates contained in the Wage Schedules to this Agreement.

## **Article 21 – Heads**

### **21.01 Heads**

The Union and University recognize that Heads have a responsibility to direct and monitor the work of other members of the bargaining unit.

## **Article 22 - Employee Benefits**

### **22.01 UBC Staff Pension Plan**

All eligible employees will be required to join and make contributions to the UBC Staff Pension Plan upon meeting the conditions of continuous service and salary that are provided for in the UBC Staff Pension Plan. The University shall make contributions to the UBC Staff Pension Plan on behalf of the participating employees at the rates stated in the UBC Staff Pension Plan.

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

It is agreed that all continuing full-time Regular employees will be covered by the Basic Life Insurance Plan on the first day of employment. All continuing full-time Regular employees will be required to join the Long Term Disability Plan (“LTD Plan”) in accordance with service requirements of the LTD plan.

It is agreed that all part-time Regular employees will be covered by the Basic Life Insurance Plan on the first day of the month following three (3) months of continuous

service, and will be required to join the LTD Plan in accordance with service requirements of the LTD plan.

It is agreed that all Auxiliary employees who are eligible for benefits as set out in Article 22.04 will be covered by the Basic Life Insurance Plan effective the date they become eligible for benefits, and will be required to join the LTD Plan in accordance with requirements of the LTD plan.

It is agreed that the University will pay one hundred percent (100%) of the cost of the Basic Group Life Insurance Plan for eligible employees as defined above. Eligible employees will pay one hundred percent (100%) of the cost of the LTD Plan.

It is agreed further that coverage will continue and the University will continue to pay one hundred percent (100%) of the cost of the Basic Life Insurance Plan for Auxiliary employees as long as they remain eligible as set out in Article 22.04(1) and have not been laid off nor terminated their employment. Following layoff employees may continue Basic Group Life Insurance coverage at their own expense for a maximum period of twelve (12) months.

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

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

- a. Medical Plan means the Medical Services Plan of BC.

- b. Extended Health means the Extended Health Plan administered by the University's benefits provider.
- c. Dental Plan means the Dental Plan administered by the University's benefits provider which provides Plan "A" Basic Services and Plan "B" Prosthetic Appliances and Crown and Bridge Procedures and Plan "C" Orthodontic Coverage for Dependent Children.

It is agreed that full-time Regular employees may, upon application, participate in the Medical, Extended Health and Dental Plans from their effective date of employment. Part-time Regular employees may, upon application, participate from the first of the month following three (3) months of continuous service. Auxiliary employees are eligible for benefits in accordance with 22.04, effective their date of eligibility.

The University will pay one hundred percent (100%) of the cost of the Medical Plan and one hundred percent (100%) of the cost of the Dental Plan for eligible employees. The University will pay one hundred percent (100%) of the cost of the Extended Health Plan for eligible employees.

It is agreed further that coverage will continue and the cost sharing will be maintained for Auxiliary employees as long as they remain eligible as defined by Article 22.04 and have not been laid off nor terminated their employment. Following layoff employees may continue

coverage at their own expense for a maximum period of twelve (12) months.

#### **22.04 Auxiliary Employees – Benefits Entitlement**

Auxiliary employees shall qualify for benefits as follows:

1. Effective January 1, 2013, for the purpose of benefits eligibility, Auxiliary employees who have worked 960 hours in the previous twelve (12) months will be treated as though they will work a minimum of 960 hours in the upcoming twelve (12) months. They will, thereby, be eligible for benefits for this period. The department will endeavour to provide a minimum of 960 hours of work for these employees, but if not, the employee will remain eligible for benefits for the entire twelve (12) month period. Note that there is no obligation for the employer to provide 960 hours of work, but they will endeavour to do so.
2. For the purpose of benefits eligibility, Auxiliary employees who have not worked 960 hours in the previous calendar year will be treated as though they will work less than 960 hours in the upcoming calendar year.
3. During the Semi-Annual Review Period, each January and July the department will review the hours worked by all Auxiliary employees in the previous twelve (12) months.

Actual hours worked will be considered, in conjunction with the department's current number of auxiliary employees under 22.04(1) and 22.04(2), as well as the department's projected operational requirements/service demands for the upcoming twelve (12) month period. Based on this information, the department may move auxiliary employees from one category to the other. Once Auxiliary employees are assigned to one of the two categories, they will remain in this category for the entire twelve (12) month period.

The department will provide the Union with the data relied upon in performing the semi-annual review. The Union may request a meeting with the University to discuss the outcome of the semi-annual review, including issues associated with individual employees and their status under this Article. In addition to the semi-annual review period, changes may be made to an employee's category in the following circumstances:

- i. An Auxiliary employee qualified for benefits under 22.04(1) may be moved to the Auxiliary employee category set out in 22.04(2) if it is determined during the semi-annual review period that they have limited their availability for work to the point where it excludes them from being able to work sufficient hours to reasonably meet the 960 hour threshold.
- ii. If there is an unexpected and significant increase or decrease in operational requirements/service demand, the department may move auxiliary employees from one category to the other. The

department will notify the Union of the circumstances that resulted in such changes, as well as the Auxiliary employees affected.

In cases where an Auxiliary employee is moved from 22.04(1) to 22.04(2), they will no longer be eligible for benefit coverage, effective immediately. Conversely, in any case where an Auxiliary employee is moved from 22.04(2) to 22.04(1), they will become eligible for benefit coverage, effective immediately.

### **22.05 Disposition of Dividend and Experience Rebate**

If the University underwrites the Long Term Disability Plan with a carrier, it shall give the Union notice of any dividend or experience rebate from the Plan paid by the underwriter to the University. Such dividend or experience rebate shall be allocated for the improvement of benefits or refunded in cash in proportion to premium.

### **22.06 WorkSafeBC Disability Benefits**

An employee whose claim for temporary disability benefits is accepted by WorkSafeBC will be paid an advance equal to their base hours times their hourly rate times sixty-eight percent (68%) for each day the employee is off on Workers' Compensation. The advance will be paid on the employee's regular pay cheques.

If an employee suffers a disability, compensation for which is in dispute with the Workers' Compensation

Board (“WCB”), sick leave benefits will be paid retroactively to the first day of disability that is eligible for benefits. If the WCB claim is subsequently allowed, the employee shall repay these benefits. Employees who do not have available sick leave benefits shall be placed on an unpaid sick leave pending a decision from WorkSafeBC.

If the WCB reassesses the employee’s wage loss compensation, the Employer will change the amount of the advance accordingly.

If the WCB disallows an employee’s claim, the employee must repay the WCB advance. The use of sick leave or other credits may be used to effect the repayment.

### **22.07 Pre-Retirement Counseling**

The University, recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological and economic pressures and tensions of leaving the labour force, agrees to inaugurate, in consultation and cooperation with the Union, a Pre-Retirement Counseling Program.

### **22.08 Joint Labour Management Study Committee on Benefit Plans**

It is agreed that a Joint Committee of equal representation from both the University and the Union be established for the purpose of studying and reviewing the present Pension Plan, Group Insurance Plan, Total

Disability Insurance Plan, Medical Plan, Extended Health Care Plan and Dental Care Plan.

The Joint Committee will review the application of the above mentioned benefit plans as they apply to eligible employees in the bargaining unit.

The Joint Committee may submit briefs to the Employees' Pension Plan Board, or recommendations to the University Representatives who make contractual arrangements with the carriers of the above mentioned benefit plans on behalf of the University. Such briefs or recommendations must first be reviewed and approved by the University Management Committee and the Union Bargaining Committee.

This Joint Committee will report within six (6) months of the signing of the Collective Agreement.

## **Article 23 – Safety and Health**

### **23.01 Cooperation on Safety**

The Union and the University shall cooperate in promoting and in improving procedures and practices intended to enhance employee health and safety in the workplace. An employee must not be subject to disciplinary action because the employee has acted in compliance with this article of the Collective Agreement or an order made by an Officer of WorkSafeBC.

- a. An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that

employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

- b. An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to their supervisor outside of the bargaining unit. Temporary assignment to alternate work at no loss in pay to the employee until the matter is resolved is deemed not to constitute disciplinary action.
- c. The supervisor outside of the bargaining unit receiving a report made under subsection (b) must immediately investigate the matter and
  1. ensure that any unsafe condition is remedied without delay, or
  2. if in their opinion the report is not valid, must so inform the employee who made the report.
- d. If the procedure under subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor outside of the bargaining unit must investigate the matter in the presence of the employee who made the report and in the presence of (1) a CUPE 116 member of the Occupational Health and Safety Committee selected by the employee, or (2) a reasonably available employee who is selected by the Union.

- e. If the investigation under subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor outside the bargaining unit and the employee or the Union must immediately notify a WorkSafeBC Officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary

### **23.02 University Health and Safety Committee**

It is agreed that the Union will have appropriate representation on the University Health and Safety Committee. The Union will be entitled to one (1) representative and (1) alternate.

### **23.03 Meetings of Committee**

The Safety Committee shall meet once a month or at such other times as required. Minutes of these meetings shall be kept and forwarded to the Union Representatives on this Committee.

### **23.04 Injury Pay Provisions**

An employee who is injured during work hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave, unless the consulting doctor or nurse states that the employee is fit for further work on that shift.

### **23.05 Transportation of Employees Requiring Emergency Medical Care**

Transportation to a physician or hospital for employees requiring medical care while employed by the University and at work shall be at the expense of the University. It is to be expected that where it is applicable, such costs will be reimbursed by the Workers' Compensation Board.

### **23.06 Pollution Control**

It is agreed by the parties concerned that every effort will be made to prevent pollution. Employees will not be required to work in areas or under conditions in which preventable pollution exists.

### **23.07 Physical Fitness**

The University agrees to cooperate with the Union in order to ensure that the present opportunities for physical fitness and recreation may become known to employees and their families. Towards this end the Local Safety committees under Article 23.03 shall undertake the responsibility of investigating the availability and costs of the physical fitness recreation facilities on campus with a view of making recommendations prior to the expiry of this Agreement.

### **23.08 Labour Management Addiction Rehabilitation Committee**

The University and the Union agree to cooperate with the Health Authorities and the Government of British

Columbia in matters of Mental Illness, Drug Addiction, Alcoholism, etc.

### **23.10 Health and Safety Training and Education**

Union members acting as a co-chair or alternate of a joint Health and Safety Committee shall be granted time off from work by the Employer, without loss of pay, to attend educational courses and seminars that have been approved by Safety & Risk Services for instruction and upgrading on health and safety matters.

The Employer agrees to provide, at a minimum, such training as required under the *Workers Compensation Act* and Regulations thereto.

### **23.11 Right to Know and Participate**

All employees have the right to know how to do their work in a safe manner. This includes the right to know about the dangers of materials and machinery in their workplaces and the right to training that will provide them with this information.

All employees have the right to participate in decisions affecting workplace health and safety through the University Health and Safety Committee, local safety committees, or worker representatives. Union representatives participating in health and safety discussions shall work with management on promoting and improving safety procedures and practices.

### **23.12 Access to Health and Safety Information**

The Employer shall provide space for the purpose of posting health and safety information provided by the University Health and Safety Committee and/or local safety committees. A visible and/or accessible space shall be used by the committees to convey information to employees.

Information provided will be the names, work locations and phone numbers of committee members; the University Health and Safety Committee and/or local safety committees meeting minutes for the past three (3) months; Incident/Accident Report forms; emergency and evacuation information; and any WorkSafeBC orders. These reports will not contain personal information.

### **23.13 Notification of Committee Members**

The University will provide at the request of the Union a complete up to date list of Co-Chairs who represent CUPE 116 that are on the Union-University Local Safety Committees, along with their contact information.

### **23.14 Working Alone**

The University will maintain a Working Alone Procedure that is compliant with WorkSafeBC Regulations. This procedure will be maintained by Safety & Risk Services. The purpose of this procedure is to provide administrative units with guidance and a

framework to implement Working Alone Procedures that meet or exceed workplace regulations.

### **23.15 Risk Assessments**

The Union and the University agree that risk assessments are an integral part of a good occupational health and safety program.

They help to:

- Create awareness of hazards and risks
- Identify who may be at risk and determine if existing control measures are adequate or if more should be done
- Help prevent injuries or illnesses
- Help to prioritize hazards and control measures

It is with this understanding that when recognized for the need of an assessment that the worker representative of the local joint committee participate in the assessment.

### **23.16 Workload**

The parties mutually agree that issues respecting Workload shall be referred to the Local Working Committee under article 5.04 as the first agenda item. Should the Local Working Committee be unable to resolve the issue, it will be forwarded to the Labour-Management Committee as set out in Article 5.03.

### **23.17 First Aid**

Where the University requires an employee to hold an Occupational First Aid Certificate for the benefit of the University, the employee shall be paid a salary differential as follows:

Occupational First Aid Level 1: sixty dollars (\$60.00) per month.

Occupational First Aid Level 2 or above: one hundred and twenty dollars (\$120.00) per month.

The University shall pay the tuition fees for the course.

### **23.18 Duty to Accommodate**

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their position due to a certified mental or physical disability, the University and the Union and the affected employee shall meet to discuss and to consider the available evidence regarding the existence and nature of the disability and, if necessary, options with respect to the accommodation of the employee. The parties agree to work together to consider how the employee's disability can best be accommodated. The affected employee shall participate and cooperate fully in this process.

The University, the Union, and the affected employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's

disability, and information regarding the requirements/duties of the employee's position.

The parties agree that they will make best efforts to accommodate disabled employees, including a consideration of whether they can be accommodated within their current position and/or classification with appropriate and reasonable modification of duties, work schedule, equipment, and training.

Any accommodation considered under this Article shall, at a minimum, meet the legal obligations placed on all parties by the *Human Rights Code*; and, where such accommodations exceed any legal obligation, they will be considered without prejudice and without precedent. The provisions of this Article do not place any obligation on employees, the Union, or the University that exceeds those set out under the *Human Rights Code*.

## **Article 24 – Job Security**

### **24.01 Job Security**

The intent of the following provisions is to provide maximum job security to the extent that this is within the control of the University. To this end, the University shall consult with the Union whenever changes are planned which may result in layoffs of existing Regular employees. The University will give three (3) months' notice of such changes except in cases of change beyond the control of the University.

It is understood and agreed by the parties that every reasonable effort shall be made in order to ensure that Regular employees are not laid off unless such circumstances are beyond the control of the University.

Without restricting the generality of the foregoing, the parties hereto agree that changes brought about by government financing, or changes in program due to a drop in enrollment, shall be construed as beyond the control of the University. The implementation of such changes shall be discussed with the Union.

This clause shall not be interpreted as restricting the University's right to manage and direct the work force as per Article 2.01.

#### **24.02 Technological Change**

- a. For the purpose of this clause "technological change" shall mean the introduction by the Employer of equipment or material different in nature or kind than that previously used or a change in the manner, method or procedure in which the Employer carries on their work, undertaking, or business that is related to the introduction of that equipment or material and which change affects the terms, conditions, or security of employment of a significant number of employees.

"Technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

- b. The University agrees to notify the Union and affected employees as far as possible in advance but not less than ninety (90) calendar days before the date on which the technological change is to be effected. Such notice shall be in writing and shall state:
  - i. the nature of the technological change,
  - ii. the date on which the Employer proposes to effect the technological change,
  - iii. the approximate number and type of employees likely to be affected by the technological change, and the anticipated effect(s) of the technological change on affected employees.
- c. If the Union wishes to consult on the technological change it shall so notify the University within five (5) working days from receipt of the University's notice. The University will be entitled to rely on the Union's response or absence thereof.

Any unresolved dispute between the parties relating to the interpretation and application of this Article may be referred directly to Step 3 of the existing Grievance Procedure.

- d. Where applicable and/or practicable, employees who are about to become displaced by and who have received notice of layoff due to technological change will be eligible for retraining to equip them for the operation of such new equipment and

procedures. Such retraining shall be at the University's expense and, whenever possible, shall occur during working hours.

- e. If not applicable/practicable or in cases where the employee on notice chooses not to accept such retraining, the employee has the choice of internal placement into any vacancies occurring in their classification or in a lower classification within the same job category provided the employee has the necessary qualifications or can be expected to have those qualifications following an on-the-job training period not to exceed three (3) months. In case of vacancies outside of their own department, the employee must in order to exercise their internal placement rights notify Human Resources Department in writing within five (5) working days of publication of the posting of a position into the employee wishes to be placed. After the five (5) working days have passed the employee's right to internal placement into these vacancies is forfeited.
- f. A full-time employee shall not be placed or recalled into a part-time position unless they has so requested in writing, and a part-time employee shall not be placed or recalled into a full-time position.
- g. An employee who has been placed in a lower classification or in a position in another department or who has been laid off shall remain on the recall list for their original classification in the employee's original department for a period of fifteen (15)

months unless that classification has been discontinued.

- h. Employees who at the end of the notice period have not been placed shall inform their department in writing regarding which of the following options they have selected:
  - i. layoff with recall rights for fifteen (15) months
  - ii. termination of employment with severance pay and relinquishment of recall rights.

Selection of one option precludes selection of the other, and failure to make a selection will result in the employee being placed on the appropriate recall list.

Severance pay will be based on the employee's average weekly wage in the last two (2) months worked, exclusive of overtime and/or acting pay, and will be calculated in accordance with the following formula:

- i. for completed service of three (3) months but less than one (1) year, two (2) weeks' pay,
- ii. for completed service of one (1) year but less than three (3) years, three (3) weeks' pay,
- iii. each additional completed year of service, commencing at four (4) years, an additional

week's pay up to a maximum of twelve (12) weeks' pay.

### **24.03 Contracting Out**

It is agreed between the parties that this Article shall prevail over other provisions or articles of the Collective Agreement, Letters of Understanding, any other ancillary documents, or practices.

The University shall not contract out services or work where the University has employees that normally provide the work or services, except in the following circumstances:

1. The University does not have the equipment necessary to provide the required work.
2. The University does not have employees who regularly perform such work or are skilled in such work and where such jobs will not be required on a continuing basis in the future.
3. Emergency situations.

In the above noted circumstances, no employee shall be laid off, suffer a reduction in classification, or have recall withheld because of contracting out.

Where the University is considering contracting out work or services, the University will consult with the Union before calling for tenders or awarding contracts. The consultation process shall be governed by Letter of

## Understanding #11: Contracting Out of the Collective Agreement.

The University shall provide the Union with a copy of the Notification of Project form for all projects undertaken by Project Services or the Construction Office. Student Housing and Community Services and UBC Parking shall provide reporting of projects that will be contracted out.

Notwithstanding the above, **after consideration of in-house resources**, the University may contract out renovation, maintenance, repair or construction project work valued at fifty thousand dollars (\$50,000.00) or more. For the purposes of determining total project value, the costs of material, labour, and administrative costs will be included in the total. Employees affected by this provision shall be assigned other work in their current classification at their current rate of pay. Once these assignments have taken place, priority may be given to filling future vacancies in the same classifications with individuals affected by this provision. Any posting or seniority requirements under the Collective Agreement may be waived in order to place an employee into a vacancy. It is also understood by the parties that the positions affected by this provision shall be reduced through attrition.

**On April 1, 2024, the parties agree to increase the fifty thousand dollars (\$50,000) in the paragraph above to seventy-five thousand dollars (\$75,000).**

**Effective April 1, 2024, it shall not be considered a breach of this Article, or Letter of Understanding #11: Contracting Out, for the University to contract out work within academic units where using internal resources would delay the commencement of construction, refit, or renovation work to laboratory and/or office space for more than thirty (30) days that arises from a newly funded research project, or places existing grant funding in jeopardy, or compromises the recruitment or retention of faculty member(s). For the purposes of this Article, “office space” means space functionally attached to a laboratory or a space which serves as a principal research area for a faculty member. The University will disclose intent to contract out to the Contracting Out Committee as constituted under Letter of Understanding #11: Contracting Out. Any subsequent dispute will be referred to the Contracting Out Umpire under the terms of Letter of Understanding #11: Contracting Out.**

#### **24.04 Inclement Weather**

If work is not required because of difficult weather conditions, etc., there will be no reduction in pay for employees. However, an employee who is not scheduled to work at that time will not secure extra compensation.

## **Article 25 – Uniform and Clothing Provisions**

### **25.01 Supply of Wet Weather Clothing**

The University will supply gardeners and other outside workers with wet weather clothing.

### **25.02 Maintenance of Uniforms**

All employees who are required to wear uniforms shall be entitled to secure cleaning cost for uniform maintenance not more than once per month.

### **25.03 Allowance for Footwear**

When required by legislation or the University to wear safety footwear, a full-time Regular or part-time Regular employee will, on proof of purchase **or repair**, receive a **two hundred dollar and fifty (\$250.00)** allowance every two (2) calendar years. Safety footwear, as specified in the *Occupational Health and Safety Regulation*, is footwear specifically designed for the prevention of injury in the workplace and would not include normal footwear. The suitability of footwear is to be determined by the University Health and Safety Committee. For Service Worker-Ice Makers, this provision applies except that the suitability of footwear will be determined jointly by the Union and the University taking into consideration safety and working conditions of employees.

## **Article 26 – Copies of Agreement**

### **26.01 Copies of Agreement**

The Union and the University agree to split the costs of printing the Agreement on a 50%-50% basis. The Agreement shall be printed in a Union Shop.

## **Article 27 – General**

### **27.01 Plural Terms May Apply**

Whenever the singular is used in the Agreement, it shall be considered that the plural has been used where the context of the party or parties hereto so requires.

### **27.02 Daycare**

The University agrees to do all that is reasonably possible to assist the Union in securing suitable daycare facilities for employees of the University of British Columbia, with particular reference to the recommendations of the President's Ad Hoc Committee on Daycare.

## **Article 28 – Wages**

### **28.01 Wages**

Wages are as set out in Schedule "A", "B" and "C".

### **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.

### **28.03 Direct Deposit**

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

### **Article 29 – Term of Agreement**

This Agreement shall be for the period from and including **April 1, 2022 to March 31, 2025** inclusive, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (March 31, **2025**) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom the collective

bargaining is being conducted or alter any other term or condition of employment) until:

1. the Union shall give notice to strike (or until the Union goes on strike) or
2. the Employer shall give notice of lock-out (or the Employer shall lock out its employees) or
3. the parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is earliest.

In witness whereof the University and the Union have executed this Agreement in duplicate by its Representative Officers, hereunto duly authorized this **26th day of October, 2022.**

ON BEHALF OF THE UNIVERSITY OF BRITISH COLUMBIA

Dr. Santa J. Ono

PRESIDENT

Marcia Buchholz

VICE PRESIDENT HUMAN RESOURCES

Korey Onyskevitch

SENIOR EMPLOYEE RELATIONS MANAGER

DATE: **October 26, 2022**

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 116 (U.B.C. EMPLOYEES)

David Lance

PRESIDENT CUPE 116

Jessica Clement

BUSINESS AGENT CUPE 116

DATE: **October 26, 2022**

## Schedules A/B/C – Rates of Pay

The Parties agree to amend the wage schedules within the Collective Agreement to reflect the following general wage increases:

**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 6.75% (the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75% subject to the COLA LOA\*).**

**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\*.**

**\*Please refer to Letter of Agreement #8 – Cost of Living Adjustments**

Copies of current and updated salary scales reflecting all increases shall be available on the UBC Human Resources website at: <https://hr.ubc.ca/working-ubc/salaries/staff-salaries-job-evaluation/staff-salary-scales>

Printed copies may be obtained from CUPE 116, UBC Human Resources, or the Manager of the Department or Unit.

## SCHEDULE A

<b>Classification Title</b>	<b>Pay Grade</b>
Accounting Services Supervisor	A17
Administrative Secretary	A11
Asbestos Safety Coordinator	A19
Assistant Head Service Worker	A8
Assistant Housekeeping Supervisor – Food Services	A10+1%
Assistant Storekeeper	A10
Bartender/Server – Food Services	A5+1%
Bookstore Assistant	A7
Bookstore Retail Floor Supervisor	A17
Cable Installation & Repair Serviceperson	A16
Campus Mail Supervisor	A16
Campus Security Supervisor	A16

<b>Classification Title</b>	<b>Pay Grade</b>
Cashier – Food Services	A6+1%
Catering Assistant – Food Services	A6+1%
Catering Clerk – Food Services	A11+1%
Catering Coordinator – Food Services	A13+1%
Certified Dental Assistant 2	A12
Certified Dental Assistant 3	A13
Certified Dental Assistant 4	A16
Clerk 1	A6
Clerk 2	A8
Clerk 3	A10
Clerk 4	A13
Clerk Driver – Food Services	L9a
Commissary Cook – Food Services	A14+1%

<b>Classification Title</b>	<b>Pay Grade</b>
Communications Operator	A12
Communications Supervisor	A13
Community Relations Officer	A13
Computer Salesperson	A8
Custodial Scheduler/Trainer	A17
Data Collection Assistant	A8
Data Collection Coordinator	A14
Design Assistant	A19
Dispatcher & Receiver	A12
Engineering Assistant	A19+10%
Executive Secretary	A16
Financial Clerk	A10
First Cook – Food Services	A10+1%

<b>Classification Title</b>	<b>Pay Grade</b>
Food Services Assistant	A10+1%
Food Services Clerk	A1+1%
Front Desk Service Representative	A11
General Clerk	A2
General Worker (Light) – Food Services	A2+1%
General Worker (Heavy) – Food Services	A2+1%
Groceteria Clerk – Food Services	A4+1%
Head Houseperson	A13
Head Labourer	A15
Head Salad Maker – Food Services	A6+1%
Head Service Worker	A14
Head Service Worker – Hotel	A13
Head Waste Management Operations	A15

<b>Classification Title</b>	<b>Pay Grade</b>
Hearing Officer	A13
Host/Hostess – Food Services	A6+1%
Housekeeper	A2
Housekeeping Supervisor	A11
Houseperson	A6
Labourer	A7
Labourer 2	A10
Labourer 3	A12
LAN Installation and Repair Serviceperson	A17
Mail Clerk	A10
Mail Distribution Coordinator	A13
Mail Processing Coordinator	A13
Mail Processing Technician	A11

<b>Classification Title</b>	<b>Pay Grade</b>
Mail Sorter	A4
Mapping Technician	A17
Materials Resource Coordinator	A18
Media Technologist	A16
Merchandize Coordinator	A15
Merchandizer – Bookstore	A11
Museum Attendant	A6
Museum Patrol Supervisor	A11
Parking Access Coordinator	A10
Parking Compliance Officer	A6
Parking Facilities Maintenance Worker	A12
Parking Facilities & Services Representative	A5
Parking Operations Supervisor	A16

<b>Classification Title</b>	<b>Pay Grade</b>
Parking Supervisor	A11
Patrol Supervisor	A13
Patrolperson	A8
Patrolperson 2	A11
Planning & Urban Design Assistant	A19
Planning & Urban Design Assistant 2	A19+10%
Pool Operator	A12
Purchase Records Clerk	A10
Purchase Records Clerk – Food Services	A10+1%
Records Assistant	A11
Records Draftsperson 1	A14
Records Draftsperson 2	A16
Records Technician	A15

<b>Classification Title</b>	<b>Pay Grade</b>
Residence Front Desk Service Coordinator	A16
Resource Planner	A19+10%
Return To Work Coordinator	A20
Sales Attendant – Food Services	A3+1%
Sales Clerk	A5
Second Cook – Food Services	A7+1%
Section Head – Bookstore	A10
Senior Bookstore Assistant	A9
Senior Cable Installation & Repair Serviceperson	A16+12%
Senior Commissary Assistant – Food Services	A6+1%
Senior Food Services Assistant	A12+1%
Senior LAN Installation & Repair Serviceperson	A17+12%

<b>Classification Title</b>	<b>Pay Grade</b>
Senior Resource Planner	A19+10%+ 7%
Service Centre Coordinator	A12
Service Technician – Bookstore	A8
Service Worker	A6
Service Worker – Hotel	A7
Service Worker – Ice Maker 1	A7
Service Worker – Ice Maker 2	A10
Slicer/Assistant Cook – Food Services	A3+1%
Space Inventory Technician	A14
Storekeeper	A13
Storeperson	A8
Storeperson – Food Services	A3+1%
Stores Assistant	A4

<b>Classification Title</b>	<b>Pay Grade</b>
Stores Helper	A7
Stores Steward	A8
Street and Landscape Technician	A15
Student Worker (Summer)	A6
Third Cook – Food Services	A3+1%
Traffic Office Attendant	A8
Truck Driver – Bookstore	A5
Truck Driver – Mail	A8
Truck Driver – Medium/Labourer	A8
Utility Worker	A10
Waiter/Waitress – Food Services	A2+1%
Waste Site Supervisor	A14

Pay Grade	<b>Schedule A – Wage Rates – April 1, 2022</b>						35 hours week		
	37.5 hour week position						Step 1	Step 2	Step 3
	Step 1		Step 2		Step 3				
1	18.60	3,022	19.26	3,129	19.81	3,219			
2	19.26	3,129	19.81	3,219	20.41	3,317	20.59	21.18	21.82
3	19.81	3,219	20.41	3,317	20.97	3,407			
4	20.41	3,317	20.97	3,407	21.58	3,506			
5	20.97	3,407	21.58	3,506	22.06	3,584	22.41	23.07	23.58
6	21.58	3,506	22.06	3,584	22.73	3,694			
7	22.26	3,618	22.87	3,717	23.43	3,808	23.80	24.45	25.05
8	22.87	3,717	23.43	3,808	23.99	3,899	24.45	25.05	25.65
9	23.32	3,790	23.97	3,895	24.64	4,004	24.93	25.63	26.34

Pay Grade	<b>Schedule A – Wage Rates – April 1, 2022</b>						35 hours week		
	37.5 hour week position								
	Step 1		Step 2		Step 3		Step 1	Step 2	Step 3
10	23.43	3,808	24.64	4,004	25.73	4,181	25.05	26.34	27.51
11	24.64	4,004	25.73	4,181	26.94	4,378	26.34	27.51	28.80
12	25.73	4,181	26.94	4,378	28.05	4,558	27.51	28.80	29.99
13	26.94	4,378	28.05	4,558	29.26	4,754	28.80	29.99	31.28
14	28.05	4,558	29.26	4,754	30.46	4,949	29.99	31.28	32.56
15	29.26	4,754	30.46	4,949	31.58	5,131	31.28	32.56	33.76
16	30.46	4,949	31.58	5,131	32.68	5,310	32.56	33.76	34.93
17	31.58	5,131	32.68	5,310	33.88	5,505	33.76	34.93	36.22
18	32.68	5,310	33.88	5,505	35.04	5,694	34.93	36.22	37.46

Pay Grade	<b>Schedule A – Wage Rates – April 1, 2022</b>						35 hours week		
	37.5 hour week position								
	Step 1		Step 2		Step 3		Step 1	Step 2	Step 3
19	33.88	5,505	35.04	5,694	36.14	5,873	36.22	37.46	38.64
20	37.52	6,097	39.37	6,397	41.34	6,717	40.11	42.09	44.19
L9a	21.14	3,436	21.82	3,545	22.46	3,649	22.61	23.32	24.01

Pay Grade	Schedule A - Food Services Classifications Wage Rates April 1, 2022					
	Step 1		Step 2		Step 3	
1	18.79	3,052	19.45	3,160	20.01	3,251
2	19.45	3,160	20.01	3,251	20.61	3,350
3	20.01	3,251	20.61	3,350	21.18	3,441
4	20.61	3,350	21.18	3,441	21.80	3,541
5	21.18	3,441	21.80	3,541	22.28	3,620
6	21.80	3,541	22.28	3,620	22.96	3,731
7	22.48	3,654	23.10	3,754	23.66	3,846

Pay Grade	Schedule A - Food Services Classifications Wage Rates April 1, 2022					
	Step 1		Step 2		Step 3	
8	23.10	3,754	23.66	3,846	24.23	3,938
10	23.66	3,846	24.89	4,044	25.99	4,223
11	24.89	4,044	25.99	4,223	27.21	4,422
12	25.99	4,223	27.21	4,422	28.33	4,604
13	27.21	4,422	28.33	4,604	29.55	4,802
14	28.33	4,604	29.55	4,802	30.76	4,998

Pay Grade	Schedule A – Wage Rates – April 1, 2023						35 hours week		
	37.5 hour week position								
	Step 1		Step 2		Step 3		Step 1	Step 2	Step 3
1	20.12	3,269	20.82	3,384	21.42	3,480			
2	20.82	3,384	21.42	3,480	22.06	3,584	22.26	22.89	23.58
3	21.42	3,480	22.06	3,584	22.65	3,680			
4	22.06	3,584	22.65	3,680	23.30	3,786			
5	22.65	3,680	23.30	3,786	23.81	3,869	24.21	24.91	25.45
6	23.30	3,786	23.81	3,869	24.54	3,987			
7	24.04	3,906	24.68	4,011	25.28	4,108	25.70	26.39	27.03
8	24.68	4,011	25.28	4,108	25.88	4,206	26.39	27.03	27.67
9	24.90	4,046	25.59	4,158	26.30	4,274	26.62	27.36	28.12

Pay Grade	Schedule A – Wage Rates – April 1, 2023						35 hours week		
	37.5 hour week position								
	Step 1		Step 2		Step 3		Step 1	Step 2	Step 3
10	25.02	4,065	26.30	4,274	27.46	4,463	26.74	28.12	29.36
11	26.30	4,274	27.46	4,463	28.76	4,674	28.12	29.36	30.75
12	27.46	4,463	28.76	4,674	29.94	4,866	29.36	30.75	32.01
13	28.76	4,674	29.94	4,866	31.23	5,075	30.75	32.01	33.39
14	29.94	4,866	31.23	5,075	32.51	5,283	32.01	33.39	34.76
15	31.23	5,075	32.51	5,283	33.70	5,477	33.39	34.76	36.03
16	32.51	5,283	33.70	5,477	34.88	5,668	34.76	36.03	37.29
17	33.70	5,477	34.88	5,668	36.17	5,877	36.03	37.29	38.66
18	34.88	5,668	36.17	5,877	37.40	6,078	37.29	38.66	39.99

Pay Grade	<b>Schedule A – Wage Rates – April 1, 2023</b>						35 hours week		
	37.5 hour week position								
	Step 1		Step 2		Step 3		Step 1	Step 2	Step 3
19	36.17	5,877	37.40	6,078	38.58	6,269	38.66	39.99	41.24
20	40.06	6,509	42.02	6,829	44.12	7,170	42.82	44.93	47.17
L9a	22.84	3,711	23.56	3,828	24.24	3,939	24.41	25.18	25.91

Pay Grade	Schedule A - Food Services Classifications Wage Rates April 1, 2023					
	Step 1		Step 2		Step 3	
1	20.32	3,302	21.03	3,418	21.63	3,515
2	21.03	3,418	21.63	3,515	22.28	3,620
3	21.63	3,515	22.28	3,620	22.88	3,717
4	22.28	3,620	22.88	3,717	23.53	3,824
5	22.88	3,717	23.53	3,824	24.05	3,908
6	23.53	3,824	24.05	3,908	24.79	4,027
7	24.28	3,945	24.93	4,051	25.53	4,149

Pay Grade	Schedule A - Food Services Classifications Wage Rates April 1, 2023					
	Step 1		Step 2		Step 3	
8	24.93	4,051	25.53	4,149	26.14	4,248
9						
10	25.27	4,106	26.56	4,317	27.73	4,508
11	26.56	4,317	27.73	4,508	29.05	4,721
12	27.73	4,508	29.05	4,721	30.24	4,915
13	29.05	4,721	30.24	4,915	31.54	5,126
14	30.24	4,915	31.54	5,126	32.84	5,336

## **SCHEDULE B**

Engineering Technician 1	B2
Engineering Technician 2	B4
Engineering Technician 3	B8
Engineering Technician 4	B9
Head Engineering Technician	B9+12%
Laboratory Assistant	B1
Research Assistant/Technician 1	B3
Research Assistant/Technician 2	B5
Research Assistant/Technician 3	B6
Research Assistant/Technician 4	B7
Research Assistant/Technician 5	B8
Research Assistant/Technician 6	B9

Pay Grade	<b>Schedule B – Wage Rates – April 1, 2022</b>					
	37.5 hour week position					
	Step 1		Step 2		Step 3	
1	19.26	3,129	19.80	3,218	20.41	3,317
2	22.06	3,585	22.60	3,672	23.21	3,771
3	23.21	3,771	23.78	3,865	24.34	3,956
4	24.71	4,015	25.96	4,218	27.12	4,407
5	24.77	4,025	26.01	4,226	27.12	4,407
6	26.62	4,326	27.90	4,534	29.03	4,718
7	30.44	4,947	31.80	5,168	33.08	5,375
8	35.52	5,772	36.81	5,981	38.07	6,186
9	38.55	6,265	39.89	6,482	41.14	6,685

Pay Grade	Schedule B – Wage Rates – April 1, 2023					
	37.5 hour week position					
	Step 1		Step 2		Step 3	
1	20.55	3,340	21.14	3,435	21.79	3,541
2	23.55	3,827	24.12	3,920	24.78	4,026
3	24.78	4,026	25.39	4,126	25.99	4,223
4	26.38	4,286	27.71	4,503	28.95	4,704
5	26.44	4,297	27.76	4,511	28.95	4,704
6	28.42	4,618	29.78	4,840	30.99	5,036
7	32.50	5,281	33.95	5,517	35.31	5,738
8	37.92	6,162	39.29	6,385	40.64	6,604
9	41.16	6,688	42.58	6,920	43.91	7,136

## SCHEDULE C

Arboriculture/Horticulture Technician	C13
Chief Engineer – Arena	C11+12%
Controls & Instrument Technician	C13
Horticulturist	C7
Landscape Technologist 1 (no TQ)	C7
Operator/Driver-Heavy Equipment	C3
Project Coordinator	C17+12%
Refrigeration Operator – Ice Maker 3	C6
Signwriter (No TQ)	C9
Site Supervisor	C17
Tool Crib Operator	C7

Trades 1 (Locksmith, Signwriter, Upholsterer)	C11
Trades 2 (Bricklayer/Mason, Tiler, Carpenter, Glazier/Waterproofing, Painter/Spray Painter, Plasterer, Roofer/Caulker, Maintenance Mechanic, Sheet Metal Worker, Plumber, Steamfitter, Landscape Technologist 2, Access Control Technician, Horticulturist, Signwriter**)	C14
Trades 3 (Building Inspector, Electrician, Mechanic, Head Tradesperson (Housing))	C16
Upholsterer (no TQ)	C9

**\*Sub-head Trades Premium 7%**

**\*Head Trades Premium 12%**

**\*\*Incumbent**

Pay Grade	Schedule C – Wage Rates – April 1, 2022						35 hours week		
	37.5 hour week position						Step 1	Step 2	Step 3
	Step 1		Step 2		Step 3				
1	25.73	4,181	26.94	4,378	28.03	4,555			
2	26.94	4,378	28.03	4,555	29.25	4,753			
3	28.00	4,550	29.12	4,732	30.41	4,941			
4	28.03	4,555	29.25	4,753	30.46	4,949			
5	29.25	4,753	30.46	4,949	31.58	5,131			
6	30.41	4,941	31.65	5,143	32.82	5,334			
7	31.65	5,143	32.82	5,334	33.98	5,521			
8	31.58	5,131	32.68	5,310	33.88	5,505			
9	32.82	5,334	33.98	5,521	35.20	5,720			

Pay Grade	Schedule C – Wage Rates – April 1, 2022						35 hours week		
	37.5 hour week position						Step 1	Step 2	Step 3
	Step 1		Step 2		Step 3				
10	32.68	5,310	33.88	5,505	35.04	5,694			
11	33.98	5,521	35.20	5,720	36.44	5,921			
12	33.88	5,505	35.04	5,694	36.14	5,873	36.22	37.46	38.64
13	35.20	5,720	36.44	5,921	37.55	6,102			
14	37.91	6,161	39.22	6,374	40.44	6,572	40.53	41.93	43.24
15	39.40	6,403	40.77	6,625	42.04	6,832			
16	39.50	6,418	40.94	6,652	42.35	6,882	42.22	43.76	45.28
17	41.05	6,671	42.54	6,912	44.02	7,153			

Pay Grade	Schedule C – Wage Rates – April 1, 2023						35 hours week		
	37.5 hour week position						Step 1	Step 2	Step 3
	Step 1		Step 2		Step 3				
1	27.47	4,463	28.76	4,674	29.92	4,862			
2	28.76	4,674	29.92	4,862	31.22	5,074			
3	29.89	4,857	31.09	5,051	32.46	5,275			
4	29.92	4,862	31.22	5,074	32.51	5,283			
5	31.22	5,074	32.51	5,283	33.71	5,477			
6	32.46	5,275	33.79	5,490	35.04	5,694			
7	33.79	5,490	35.04	5,694	36.27	5,894			
8	33.71	5,477	34.88	5,668	36.16	5,877			
9	35.04	5,694	36.27	5,894	37.58	6,106			

Pay Grade	Schedule C – Wage Rates – April 1, 2023						35 hours week		
	37.5 hour week position						Step 1	Step 2	Step 3
	Step 1		Step 2		Step 3				
10	34.88	5,668	36.16	5,877	37.41	6,078			
11	36.27	5,894	37.58	6,106	38.9	6,321			
12	36.16	5,877	37.41	6,078	38.58	6,269	38.66	39.99	41.25
13	37.58	6,106	38.9	6,321	40.09	6,514			
14	40.47	6,577	41.87	6,804	43.17	7,016	43.27	44.76	46.16
15	42.06	6,835	43.52	7,072	44.88	7,293			
16	42.16	6,851	43.7	7,101	45.21	7,347	45.07	46.72	48.33
17	43.82	7,121	45.41	7,379	46.99	7,636			

## **Annotations to Schedules A, B and C**

1. The hourly rates of pay listed in the Pay Schedule are prorated based on one hundred and sixty two and one half (162.5) hours per month. Hourly rates of pay for employees subject to a thirty-five (35) hour work week shall be prorated based on one hundred and fifty two (152) hours per month.

### **2. Differentials**

a. Head 12% premium above rate incumbent currently earns.

b. Sub-Head 7% premium above rate incumbent currently earns.

c. Grade B Gas Tickets or Level 1 Environmental Operations Certification

Those Qualified employees within a gas fitting classification (Plumber, Steamfitter) who hold a Grade B Gasfitting Ticket shall receive one dollar and seventy-five (\$1.75) per hour as standing premium. A Plumber who holds a Level 1 Environmental Operations Certification shall receive one dollar and twenty-five cents (\$1.25) per hour as standing premium. These premiums are not combinable and an employee with both qualifications shall only receive the Gas B premium.

d. Grade A Gas Tickets or Level II Environmental Operations Certification

Where the University requires an employee to hold and maintain a Grade A Gas ticket for the benefit of the University, the University shall pay three dollars (\$3.00) per hour premium as a standing premium. When the University requires an employee to hold and maintain a Level II Environmental Operations Certification shall receive two dollars (\$2.00) per as a standing premium. These premiums are not combinable and an employee with both qualifications shall only receive the Gas A premium.

e. Level III Environmental Operations Certification

Where the University required an employee to hold and maintain a Level III Environmental Operations Certification shall receive three dollars (\$3.00) per hour for all hours worked.

This premium may not be combined with a Level I or Level II Environmental Operations Certification nor may it be combined with a Grade B or Grade A Gasfitting ticket.

f. Welder

Where the University requires a Sheet Metal Worker within Trades 2 to hold and maintain a Welding ticket for the benefit of the University, the University shall pay a one dollar and seventy-five cents (\$1.75) per hour premium as a standing premium. This premium is not combinable.

g. Heavy Duty Equipment Technicians

Where the University requires a Trades Qualified Mechanics within Trades 3 to hold a Heavy Duty Equipment Technician ticket for the benefit of the University, the University shall pay **three dollars (\$3.00)** per hour as a standing premium. Where Mechanics without the qualifications are required to perform these duties, they will receive the premium solely for the applicable period.

h. Person In Charge (PIC)

Where required by WorkSafe BC Regulation that the University designate a Person(s) In Charge for a power system, the designated employee shall receive two dollars (\$2.00) per hour for the applicable period.

i. Arborist

Where the University requires an employee to hold and maintain an Arborist ticket for the benefit of the University, the University shall pay **one dollar seventy-five cents (\$1.75)** per hour as a standing premium.

j. Engineering Technician Trades Qualification and Equivalency

Employees within the Engineering Technician 4 and Head Engineering Technician classifications who hold a valid Trades qualification or Red Seal, or who hold an acceptable equivalency including a

P. Eng. Or certification as an Electronics Technician, shall receive **one dollar and seventy-five cents (\$1.75)** per hour as a standing premium.

k. Project Supervisors

Heads within Facilities (Project Supervisor) responsible for the direction of multiple trades across more than one Trades Family where such direction is not captured within their classification shall received one dollar and seventy-five cents (\$1.75) per hour as a standing premium.

l. Multiple Trades Head and Sub-head

Heads and Sub-head within Facilities responsible for the direction of multiple trades within their Trades Family where such direction is not captured within their classification shall receive one dollar (\$1.00) per hour as a standing premium.

m. Student Worker (Summer) in Botanical Gardens will be paid 85% of Step 1 of the Gardener's rate.

n. If the University requires an employee to hold and maintain a ticket for the benefit of the University, the University shall pay for the license fee and maintenance of ticket fee upon successful completion of the course.

**On April 1, 2023 all the above noted premiums will increase by ten percent (10%) to the next five cent (\$0.05) value.**

3. Apprentices:

The parties agree that apprenticeships and the Apprenticeship Incentive Fund will be administered in accordance with the terms of Letter of Understanding #10 Re: Apprenticeships, and Letter of Understanding #21 Re: Apprenticeship Incentive Fund.

4. Employees of the Food Services Department will receive two (2) meals on a full seven and one half (7-1/2) hour shift, one meal on a four (4) hour shift, and one extra meal if overtime is required.
5. Rates paid to new employees may start one (1) or two (2) steps(s) above the base rate if there is justification.

APPENDIX “A”

This is Appendix “A” referred to in Article 9.01 of the Collective Agreement:

**Departments of the University:**

*Administrative:*

Bookstore

Campus Mail

Food Services

Risk Management Services

Student Housing and Conferences & Accommodations

Media Services

UBC Parking Services & Access Desk\*

**Campus Security\***

**Animal Care Services (within UBC Research and Innovation)**

Telecommunication Services

**\*While UBC Parking Services & Access Desk and Campus Security are separate Departments, for seniority purposes they are considered one Department.**

*Academic:*

Continuing Studies (including UBC Access – Guided Independent Study)

Geography

Departments of Psychology and Anthropology and Sociology

Departments of: Fine Arts; French, Hispanic and Italian Studies; Theatre & Film; the School of Music and Arts; Information Technology

Chemical & Biological Engineering

Civil Engineering

Electrical and Computer Engineering

Mechanical Engineering

Metal & Materials Engineering

Mining & Mineral Process Engineering

Botany

Chemistry

Computer Science

Earth & Ocean Sciences

Microbiology & Immunology

Physics & Astronomy

Zoology

**Faculty of Dentistry**

**Faculty of Education**

**Faculty of Forestry**

**Faculty of Pharmaceutical Sciences**

Units as Defined by the Collective Agreement:

*Service Units:*

Botanical Garden

All employees in the Botanical Garden except those who are part of the Labourers/Stores unit.

**Facilities and Campus and Community Planning**

All employees in clerical or secretarial positions in the described unit as well as Design Assistants, Engineering Assistants, Estimators/Planners, Scheduling and Maintenance Coordinators, Project Coordinators, **Project Supervisors**, Site Supervisor, and all employees in the Department of Campus and Community Planning except those who are part of another Unit.

#### Custodial

All Service Workers, Senior Service Workers, Assistant Head Service Workers and Head Service Workers at the University, except those in Student Housing and Community Services, and the Attendants, Service Worker/Ice Makers, Service Worker/Ice Maker IIs, **Refrigeration Operator/Ice Maker IIIs**, and Custodial Scheduler/Trainer in the Custodial unit.

#### Labourers/Stores

All Labourers and Utility Workers at the University and Stores employees in **Facilities and Housing**.

#### *Trades/Maintenance Units:*

##### Carpentry

All Carpenters, Plasterers, Roofer & Caulkers, Masons, and Bricklayers at the University.

## Electrical

All Electricians **and** Elevator Mechanic/Electricians at the University.

## Garage

All Mechanics at the University.

## Gardeners

All **Landscape Technologists** and Horticulturists at the University except those in the Botanical Garden.

## Locksmith/Access Control Technician

All Locksmiths and **Access Control Technicians** at the University.

## Mechanical Maintenance

All Maintenance Mechanics (Instrumentation & Controls) at the University.

## Painting

All Painters, Signwriters, Glazier/Waterproofers at the University.

## Plumbing

All Plumbers at the University.

## Sheetmetal

All Sheetmetal workers at the University.

## Steamfitters

All Steamfitters at the University.

### Notes:

1. All Heads and Sub-Heads and Head Tradesperson (Housing) are on the seniority lists of their respective “Trade/Maintenance” Unit.
2. Project Coordinators, Estimators/Planners, Scheduling and Maintenance Coordinators, Inspectors, Design Assistants, Engineering Assistants, Site Supervisors **and Project Supervisors** in the **Facilities and** Campus and Community Planning Unit who have been promoted out of a “Trade/Maintenance” Unit will remain on their original Trade/Maintenance Unit Seniority List with their seniority frozen as of the date of their promotion, solely for the purpose of exercising their seniority in their previous classification at the time of layoff.

Nothing in this Appendix “A” precludes the University from creating new departments, merging existing departments, discontinuing departments, or otherwise making bona fide organizational changes, provided there is no adverse impact on the seniority of employees affected.

Any seniority disputes arising from organizational change shall be referred to the Layoff/Recall Umpire for

adjudication, and whose adjudication of such disputes shall be final and binding.

## **APPENDIX “B”**

### **MAINTENANCE AGREEMENT**

#### **REVIEW OF FEMALE DOMINATED POSITIONS**

- a. All new positions will have an interim rate established by the University. Six months after appointment to the new positions, the incumbent and the supervisor will complete a questionnaire. The questionnaire will then be reviewed by the University using the job evaluation plan. A final recommendation as to the pay rate will be made to the Union.
- b. An employee, their supervisor or the Union may request a job review of an existing position. The University will conduct such a review. This review may include completion of a questionnaire and evaluation of the position using the job evaluation plan. Upon completion of this review, a recommendation will be made to the Union.
- c. In both new and revised reviews, the Union will have the right to appeal the University’s recommended decision. The University will provide the Union with all relevant information related to the job reviews.
- d. All job reviews will be completed within a reasonable time frame.

- e. If the parties fail to reach agreement on any job review, the matter may be referred to an arbitrator who shall have authority to settle the matter. The arbitrator may only deal with the issue in dispute.

## REVIEW OF MALE DOMINATED POSITIONS

All new positions will be reviewed in accordance with Article 20.04 of the Collective Agreement between the parties.

All changed/revised positions will be reviewed in accordance with Article 20.03 of the Collective Agreement.

In the event of a position in Schedule D of the collective Agreement for which there is no incumbent and which has not been analyzed in accordance with the Pay Equity provisions, such position will be reviewed as specified above in paragraph (b).

For the University

For the Union

“Kyle Cormier”

Human Resources

“Connie Credico”

National Representative, CUPE

Date: March 19, 2003

## **LETTER OF UNDERSTANDING #1**

### **Bookstore**

Manager(s) in the Bookstore may assist Cashiers where there is a line up of customers subject to the following conditions:

1. such assistance may be provided for up to a fifteen (15) minute duration consecutively or nonconsecutively up to thirty (30) minutes in a normal seven (7) hour shift;
2. such assistance may be provided only where normal staffing is being maintained and employees do not have hours reduced or are laid off entirely;
3. it is understood and agreed where the other party has a concern regarding the application, administration or interpretation of this letter, it shall first be referred to the Local Working Committee for resolution; and
4. it is further understood and agreed that where concerns relate to a specific Manager(s), the Local Working Committee shall be convened on an expedited basis and the provision of assistance by Manager(s) shall be suspended until the concerns are addressed.

**Dated: October 5, 2022**

For the University  
“Korey Onyskevitch”  
Senior Employee Relations Manager

For the Union  
“David Lance”  
President Local 116

## **LETTER OF UNDERSTANDING #2**

### **Hours of Work – Union Meeting**

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 at 3:00 PM 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 sixty (60) days advance notice of such meeting;
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 one (1) hour will be without pay.
3. Employees 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 employee from each department may be allowed to attend.
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.

This Letter of Understanding will run for the life of this Collective Agreement.

**Dated: August 30, 2022**

For the University

For the Union

“Korey Onyskevitch”

Senior Employee Relations Manager

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #3**

### **Campus Security Eight Day Work Cycle**

The Parties agree to an eight day work cycle applicable only to certain employees in the Campus Security Department. The Parties agree that employees working the eight day work cycle shall not receive an added benefit or experience a penalty (monetary or otherwise) as a result of working this schedule. It is also agreed that the eight day work cycle shall not result in additional costs to the employer by reason of the variation from the standard hours of work in the Collective Agreement

Employees at Campus Security scheduled to work the eight day work cycle will be governed by the following conditions:

#### **Campus Security - Eight Day Modified Work Schedule**

- The following schedule shall apply only to Communications Operators, Patrol Shift Supervisors, Museum Supervisors and Patrol Staff.
- For greater clarity, it is understood that the Operations Supervisors, Community Relations Officers, and administrative staff shall work the standard **seven and one-half (7.5) hour** work schedule as described in Article 12.01 of the Collective Agreement. **It is understood that Patrol Staff may also work the standard work schedule as described above.**

- All items in this Letter are in accordance with the rest of the Collective Agreement. Unless specified below, and with the exception of Article 17.01 and Article 17.02, all references to days shall mean seven and one-half (7.5) hours and all references to weeks shall mean thirty-seven and one-half (37.5) hours.

### **Days and Hours of Work**

The eight day work cycle shall be a four (4) on, four (4) off, eight (8) day calendar cycle.

- The standard shift pattern shall ensure an even distribution of day and night shifts
- Day shift hours are 07:00 — 19:00 hours and night shift hours are 19:00 — 07:00 hours.
- Each shift spans twelve (12) consecutive hours inclusive of fifty (50) minutes for unpaid meal breaks and forty-five (45) minutes for paid rest period.
- The paid workday will be deemed to be eleven (11) hours and ten (10) minutes (11.17 hours). The work period will consist of four (4) consecutive shifts worked followed by four (4) consecutive days of rest (eight (8) day cycle). References in this Letter to twelve (12) hour days shall mean 11.17 paid hours.

- Each employee covered by this agreement will have a scheduled day off as follows:
  - One day within every six (6) work cycles (48 days);
  - Scheduled day off will only occur on the first or last day of a four (4) day work cycle; and shall alternate between the first and last day of a four (4) day work cycle;
  - An alternative scheduled day off may be taken by mutual agreement;
  - By mutual agreement, an employee may take two (2) consecutive scheduled days off within every twelve (12) work cycles (96 days);

### **Training Days**

- Employees will be required to attend three (3) separate and meaningful training days per year (7.5 hours each) that will be scheduled on the day immediately preceding the employees' first day shift.
- Training days will be scheduled at least three (3) months in advance.
- Should an employee be unable to attend a scheduled training day due to illness or other leave of absence set out in Articles 17 and 18, they will attend a re-scheduled training session regardless of whether it

falls on a day immediately prior to their scheduled shift.

- Employees will receive two (2) time-in-lieu twelve (12) hour days as compensation for scheduled training days.
- Time-in-lieu days for attending training must be taken by March 31 of the following year.
- Additional training days that would occur on a regularly scheduled day off may not be scheduled by management except upon written agreement between the Union and the Employer. In circumstances where less than three (3) training days were scheduled within one (1) year, additional days will not be scheduled in the following year, except upon written agreement with the Union.

## **Overtime**

Overtime rates shall be in accordance with the Collective Agreement, except that:

- Where Article 13.02(c) reads “seven and one-half (7 1/2 hours) in one (1) day’, shall be replaced by “eleven (11) hours and ten (10) minutes (11.17 hours) in one (1) day.”
- Overtime will only be reflected if any full-time employee working this schedule is requested to work additional hours over, or outside of their

normal modified work week (with the exception of additional training days scheduled).

### **Auxiliary Employee Shift Schedule**

As per the Collective Agreement except that:

- Auxiliary Employees may be utilized on twelve (12) hour shifts without incurring overtime after 7.5 hours, up to thirty-seven and one-half (37.5) hours per week.
- Auxiliary Employees may also be scheduled to work a complete cycle (4 consecutive days worked followed by 4 consecutive days of rest) without incurring overtime.
- Where Auxiliary Employees are scheduled to work two or more consecutive cycles, they shall receive two (2) hours time-in-lieu per eight day cycle worked.

### **Vacation**

Employees shall receive an annual vacation with pay on the following basis:

- Ten (10) days during the second (2) calendar year.
- Thirteen (13) days during the fifth (5th) calendar year.
- Sixteen and one-half (16.5) days during the eighth (8th) calendar year.

- Commencing with their fourteenth (14th) year of service, employees shall receive seven and one-half (7.5) additional hours with pay for each additional year of service to a maximum of thirty-seven and one-half (37.5) hours.
- Twenty (20) days during the eighteenth (18th) calendar year.

A vacation day is eleven (11) hours and ten (10) minutes. The above calculation reflects equity in vacation entitlements amongst Union members at the University.

The remaining terms and conditions for vacations are as set out in Article 16.

### **Statutory Holidays and Christmas Closure**

- Stat Holidays — The twelve (12) statutory holidays will be calculated based on 7.5 hours. The total hours will be 97.5 hours. Time-in-lieu for statutory holidays will be credited at the beginning of the year. Hours worked on a paid holiday during the night shift will be 19:00 — 24:00 and 24:00 — 0700.
- Overtime will be paid at the applicable rate for actual hours worked on a statutory holiday.

- Christmas Closure — The three Christmas closure days will be calculated based on 7.5 hours. The total hours will be 22.5 hours.

## **Bereavement Leave**

Bereavement Leave will be treated in accordance with Article 18.04, except that full-time employees working the eight day work cycle will be entitled to four (4) days bereavement leave without loss of pay and benefits upon the notification of death of a parent, spouse, common-law spouse, child, or sibling.

Upon the notification of death of a parent-in-law, child-in-law, sibling-in-law, grandparent, or grandchild, full-time employees working an eight day work cycle will be granted (3) regularly scheduled consecutive work days without loss of pay and benefits.

## **General Provisions**

It is understood and agreed that all other leaves and entitlements set out in the Collective Agreement are to be treated in accordance with the following:

- Day shall be deemed to mean 7.5 hours;
- Weeks shall be deemed to mean 37.5 hours;
- Shift means 7.5 hours.

As per the Collective Agreement except that there will be no shift premium for employees working from 07:00

— 19:00 hours. The “night” shift premium will be paid to employees working 19:00 — 07:00 hours.

For the purpose of allowing the employee the ability to make up a full shift to be taken off, the employee will be allowed to combine part days of regular vacation time, banked holiday time and accumulated time-in-lieu in order to make up a full shift. This arrangement shall be by mutual agreement between the employee and Department Head or designate.

This Letter of Understanding is without prejudice and without precedent to the interpretation of the Collective Agreement as it applies to any other circumstance. Neither party may rely upon the contents of this Letter as an aid to interpretation of any other clause of the Collective Agreement.

### **Amendments**

Any proposed amendment to the terms and conditions contained within this Letter of Understanding, or any modification of the established shift pattern, shall require consultation and mutual agreement. Either party may request such changes through the Local Working Committee or by providing thirty (30) days’ notice of a request to establish a consultation process.

### **Termination**

Either the Union or the University may terminate this Letter of Understanding on three (3) months written

notice may discontinue the eight day work cycle and all full-time employees will change over to the normal hours of work as set out in the Collective Agreement, except as modified by the Award of Arbitrator Pekeles.

**Dated: September 29, 2022**

For the University

For the Union

“Korey Onyskevitch”

“David Lance”

Senior Employee Relations Manager

President Local 116

## **LETTER OF UNDERSTANDING #4**

### **Student Housing (Residence Life & Administration)**

This Letter of Agreement contains collective agreement language that pertains specifically to those employed in the position of Residence Advisor, Senior Residence Advisor, and Programme Resource Centre Advisor. It is intended to be read in conjunction with the CUPE Local 116 Collective Agreement.

#### **Definitions**

RA: Residence Advisor

SRA: Senior Residence Advisor

PRCA: Programme Resource Centre Advisor

Residence Student Staff: Refers to employees in the Residence Advisor, Senior Residence Advisor, and Programme Resource Centre Advisor positions.

Academic Year: Refers to the Fall and Winter Terms. Residence Student Staff 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. Residence Student Staff 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. Residence Student Staff

who are employed for the Winter Term are understood to be employed for the full period.

**Summer Term:** Refers to the summer academic session, which generally runs from May through mid-August. Residence Student Staff who are employed for the Summer Term are understood to be employed for the full period.

**Full Academic Year:** 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 - Student Housing (Residence Life & Administration):

Article 1: Preamble

Article 2: Management Rights

Article 3: Recognition and Negotiations (excluding 3.03 and 3.06)

Article 4: Discrimination and Harassment

Article 5: Union/Management Committees (excluding 5.04)

Article 6: Grievance Procedure

Article 7: Arbitration

Article 8: Discharge, Suspension and Discipline

Article 13: Overtime (excluding 13.01, 13.03, 13.04, 13.05 and 13.06)

Article 18: Leave of Absence (excluding 18.09 and 18.10)

Article 20: Job Classification and Reclassification

Article 23: Safety and Health (excluding 23.17)

Article 26: Copies of Agreement

Article 27: General

Article 29: Term of Agreement

### **Hours of Work**

RA appointments are for a maximum of 255 hours for Fall Term, 240 hours for Winter Term, and 210 hours for Summer Term.

SRA appointments are for a maximum of 340 hours for Fall Term, 320 hours for Winter Term, and 280 hours for Summer Term.

PRCA appointments shall have a daily maximum of seven and one-half (7-1/2) hours, thirty-seven and one-half (37-1/2) hours per week and 340 hours for Fall Term, 320 hours for Winter Term, and 280 hours for Summer Term.

Residence Student Staff will individually meet with their Manager prior to or at the halfway point through each Term to review their hours worked. Any adjustments to responsibilities and expectations will be completed by the Manager, in accordance with the job standard.

Hours worked in excess of these maximums will be paid at the applicable rates as set out in Article 13.02.

### **Vacations**

Over the Summer Term, employees will be granted two (2) weeks of paid vacation. In the Fall and Winter Terms, RAs and SRAs are granted three (3) extended periods away during each Term. An extended period refers to one (1) additional night away from residence in a given week. These extended periods and vacation(s) must be scheduled with and approved by the Manager.

### **Probationary Period**

All newly hired employees shall be required to complete a four (4) month probationary period. This probationary period provides an opportunity for the University to assess each employee's suitability for continued employment.

### **Trial Period**

Employees who are transferred to another classification or who are promoted will be appointed to their new position on a trial basis for a period of four (4) months. This period may only be extended by mutual agreement of the parties. Employees who find the position unsatisfactory or are unable to meet the job requirements shall return to their previous position.

## **Seniority**

Seniority shall be Term based, with credit accumulated per Term worked. Service does not need to be continuous for seniority to accrue. However, unless Residence Student Staff are provided with an approved leave, such as for UBC co-op placement or exchange, Residence Student Staff experience loss of seniority if they do not work the Academic Year. Seniority shall be determinative in seasonal return, layoff, and recall.

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

## **Seasonal Return**

Residence Student Staff employed in the prior Academic Year shall be returned in seniority order.

## **Resident Placement**

RAs **and** SRAs will submit a list of three (3) placement preferences for residence areas. The University will assign RAs and SRAs to residence areas based on submitted preferences and seniority.

Where preferences do not result in appropriate ratios of RAs **and** SRAs meeting the diversification goals, the University is allowed to assign up to twenty (20%) percent of positions within each residence area. Diversification goals currently include differing gender

identity, student status (international, domestic, or graduate) and/or RAs returning to a residence area. These assignments must serve to balance one of aforementioned considerations, and will be completed in reverse seniority order in the manner that results in the least number of Residence Student Staff being placed outside of their preferences. The exception to this clause is that to the greatest degree possible, graduate students and to a lesser extent, senior undergraduates, will be placed within the Thunderbird Residence.

In the event the University's diversification goals evolve, the parties agree to meet to discuss additional diversification goals to be applied in determining resident placement. Additional diversification goals will not be implemented without the agreement of the Union.

### **Workload**

First year residence SRAs and RAs shall be assigned a maximum of forty (40) residents per advisor.

SRAs and RAs in all other residences, with the exception of Thunderbird, shall be assigned a maximum of ninety-five (95) residents per advisor.

SRAs shall not be assigned more residents than RAs in the same residence. In the event that a residence area has seven hundred and fifty (750) or more residents and is assigned only one (1) SRA, the parties will agree to meet to review the workload of the SRA to determine if another SRA should be placed within that residence. The

parties agree that prior to placing another SRA into the residence, alternatives will be considered, including but not limited to adjusting relevant work.

In the event that the University opens a new residence, the parties will agree to meet to discuss the workload requirements of such residence.

## **Layoff and Recall**

### *Layoff Defined*

Layoff is defined as a reduction in the workforce.

### *Role of Seniority in Layoff and Recall*

Both parties recognize that job security should increase in proportion to length of service. In the event of a layoff, Residence Student Staff shall be laid off in reverse seniority order and will be recalled in seniority order.

### *Advance Notice of Layoff*

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.

Residence Student Staff 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.

### *Layoff Procedures*

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

### **Sick Leave**

Residence Student Staff who are absent and are unable to attend their employer-scheduled shifts will advise their Manager prior to the start of their shift. The Manager will arrange for interim coverage. Residence Student Staff are entitled to up to five (5) absences for a Full Academic Year due to illness without loss of pay.

If the absence is the result of an illness which continues beyond three (3) days, or is expected at the outset to be more than three (3) days, Residence Student Staff will advise their Manager of their anticipated return date.

Provided a staff member has submitted an appropriate initial medical certificate, any subsequent requests from the University or follow-up for additional information will be paid for by the University.

### **General Leave of Absence**

Residence Student Staff may be granted a leave of absence without pay for personal reasons, UBC co-op placement, or exchange upon written application to management. It is understood that such leave shall not exceed four (4) months, and also shall not interfere with the operation of the department concerned. Such approval shall not be withheld unreasonably. When Residence Student Staff return to work from their leave of absence, they will not necessarily be placed in their previous work area.

It is understood that extensions of leave shall be at the sole discretion of the Department Head. Any requests for extensions shall be made in writing at least thirty (30) days prior to the expiry of the initial leave. Such discretion shall be exercised reasonably, fairly, and in good faith.

Requests for leave of absence for an employee to fulfill family obligations, including matters related to the care, health or education of dependent children, elder parents, or other immediate family members are considered under this Article.

### **Examination Leave**

No RA or SRA will be required to be 'in' the night before a scheduled university examination. No PRCA will be required work the day before or the day of a scheduled university examination.

## **Local Working Committee**

The parties shall set up a Local Working Committee made up of an equal number of representatives appointed by the department and the Union. The department and the Union shall advise each other of the names of its representatives.

The Local Working Committee shall meet as often as the representatives determine for the purpose of discussing issues in the department; including but not limited to workload.

The University and the Union agree that the Local Working Committee does not have the ability to bind the parties as to the interpretation or application of the provisions of the Collective Agreement.

The parties agree that unresolved matters arising from the Local Working Committee may be referred to the Labour Management Committee as set out in Article 5.03 of the Collective Agreement.

The Local Working Committee will exist until such time as the parties mutually agree that it shall be subsumed within the larger Local Working Committee for Housing.

## **Wages**

RAs and SRAs will be paid as follows\*:

1. RAs will be paid \$11,178 for the Academic Year.

2. RAs will be paid \$5,579.96 for the Summer Term.
3. SRAs will be paid \$16,213.20 for the Academic Year.
4. SRAs will be paid \$8,094.15 for the Summer Term.

PCRAs will be paid \$22.29 per hour.

*\* rates as of 2023*

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

### **Equal Pay for Equal Worth and or Responsibility**

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

### **Residence Subsidy**

RAs and SRAs will receive a fifteen (15%) percent discount off the prevailing market rental rate for their specific residence.

Any RA and SRA employed prior to ratification and who would be adversely affected by a fifteen (15%) percent discount in relation to their present rental rate will continue to receive their present rental rate provided that they are continuously placed within the same room type within the same residence area.

The University will provide the Union thirty (30) days' notice of any annual residence rate changes.

### **Meal Plan Subsidy**

RAs obligated to subscribe to a meal plan in alignment with their specific residence will receive a forty-five (45%) percent discount off the prevailing market rate established for residence dining. For clarity, the residence dining rate does not include any flex dollar component and RAs and SRAs will not be required to purchase any flex dollar component.

The University will provide the Union thirty (30) days' notice of any impending meal plan changes impacting RAs. The University agrees to meet with the Union to engage in discussions regarding such meal plan changes.

### **Compensation Structure Working Group**

The Parties agree to establish a working group to discuss the compensation structure of RAs and SRAs. As a part of that discussion, the parties agree to consider eliminating the residence subsidy and adding the value of the subsidy into the wage rates.

**Dated: October 4, 2022**

For the University

“Korey Onyskevitch”  
Senior Employee Relations Manager

For the Union

“David Lance”  
President Local 116

**LETTER OF UNDERSTANDING #5**  
**Student Housing and Community Services – Hours of Work**

The University and the Union agree that part-time Regular and Auxiliary paid employees of Student Housing and **Community Services** may work a 10:00 AM to 6:00 PM. or a 12:00 PM to 8:00 PM shift as required for month-end turnovers **or hotel service.**

**Student Housing and Community Services may schedule housekeeping employees for seventy-five (75) hours over a two (2) week period by scheduling no more than six (6) consecutive working days within the two (2) week period. Days off shall be scheduled in a manner that ensures that a minimum of two (2) consecutive days off occur within the two (2) week period. The two (2) week period will be calculated from the start of the day shift every other Sunday. It is understood that no employee shall work seven (7) or more consecutive days without incurring overtime.**

The University and the Union further agree that they will continue to work together reasonably, when dealing with work scheduling issues and in doing so will recognize the Department’s interest in customer service and efficiency of operation as well as the Union’s role in protecting the interests of its members.

**Dated: October 5, 2022**

For the University

“Korey Onyskevitch”  
Senior Employee Relations Manager

For the Union

“David Lance”  
President Local 116

## **LETTER OF UNDERSTANDING #6**

### **Job Classification Umpire**

Any dispute arising from the application or administration of Articles 20.03 and 20.04 shall be referred to the Job Classification Umpire. A proceeding before the Job Classification Umpire is intended to be an expedited arbitration. Specifically, an Umpire proceeding shall be subject to the following procedures:

- a. All presentations are to be short and concise and are to include a comprehensive opening statement.
- b. The parties agree to make limited use of authorities during their presentations.
- c. Documents to be tabled at the Umpire proceeding shall be exchanged at least 5 (five) working days prior.
- d. The parties will endeavor to make limited use of witnesses; however it is agreed that either party may call on a witness(es) to provide evidence as necessary. In addition, the parties agree it is appropriate for the University to call a witness from its Total Compensation department to provide expert evidence. The parties also agree that the Union may call an officer of the Union with expertise in job classification matters. Should a dispute arise between the parties regarding the necessity of witnesses, the matter shall be referred to the Umpire for decision.

Prior to rendering a decision, the Umpire may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

All decisions of the Umpire are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding. A decision of the Umpire is a final and binding disposition of the particular dispute.

The Job Classification Umpire shall be determined by reference to Article 7.02(f).

**Dated: August 30, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #7**

### **Expedited Arbitration**

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed as a grievance once referred to arbitration pursuant to Article 7.

All presentations are to be short and concise and are to include a comprehensive opening statement that will generally not include witness testimony. The parties agree to make limited use of authorities during their presentations. Documents to be tabled at the arbitration shall be exchanged at least 5 (five) working days prior to the arbitration. The parties may agree to the following additional protocols in any individual matter:

1. Agreed Statement of Fact;
2. exchange of written Statements of Fact five (5) days prior to the Expedited Arbitration with copies to the arbitrator; and/or,
3. exchange of written argument five (5) days prior to the Expedited Arbitration with copies to the arbitrator.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

The decision of the arbitrator shall be completed and mailed to the parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding. A decision of the arbitrator is a final and binding disposition of the particular grievance.

The parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Letter of Understanding by a single arbitrator at one session.

The intent of this Letter of Understanding is that the cases shall be presented by a designated representative of the Union and a designated representative of the Employer.

The location of the hearing is to be agreed by the parties. The Parties shall equally share the costs of the fees and expenses of the arbitrator.

The expedited arbitrators, who shall act as sole arbitrators, shall be as set out in Article 7.02(a) or 7.02(b) according to the nature of the dispute.

The arbitrator will be selected by mutual agreement. Failing agreement, the arbitrator shall be selected by availability.

**Dated: August 30, 2022**

For the University

For the Union

“Korey Onyskevitch”

Senior Employee Relations Manager

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #8**

### **Supplemental Employment Benefit**

**The Supplemental Employment Benefit (“SEB”) plan is to supplement the Employment Insurance (“EI”) 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 EI 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 3.04, 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 (975 hours)\* of return to work.**

- 7. After completing six (6) months (975 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 (975 hours)\* after the leave.**

**\* Office/Clerical Employees  
(910 hours of service)**

**Dated: October 4, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116



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

---

CUPE Local 116 Representative\*

*\*This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 116, or the individual Union Representative.*

## **LETTER OF UNDERSTANDING #9**

### **Job Selection Dispute Disclosure**

Where the Union has filed a grievance at Step 3 on behalf of a member who was an unsuccessful applicant for a position posted under Article 10.01, Human Resources shall provide disclosure to the Union on the following basis:

- a. Subject to (b) and (e) of this Letter of Understanding, the University shall disclose the following information to the Union:
  - i. the grievor's application, resume, interview notes, and test results as relied upon in the selection process;
  - ii. the application, resume, interview notes, and test results of the successful candidate as relied upon in the selection process;
  - iii. the application, resume, interview notes, and test results of other candidates included in the entire selection process as relied upon in the selection process
- b. The University shall only disclose information under this Letter of Understanding respecting an individual who was a CUPE 116 member at the time of application to the posting in question.

- c. Any third-party personal information contained in the material described above shall be redacted by the University prior to disclosure.
- d. That the purpose of the disclosure shall be to assist the Union in determining whether the University complied with the job selection provisions of the Collective Agreement and that the Union shall only use and disclose the information for this purpose.
- e. The University shall only disclose information under this Letter of Understanding to the extent that it is authorized to do so under the provisions of the *Freedom of Information and Protection of Privacy Act*.
- f. The Union acknowledges that any information it receives pursuant to this letter is governed by the provisions of the *Personal Information Protection Act*.

**Dated: August 30, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

## LETTER OF UNDERSTANDING #10

### Apprenticeships

- a. The University and Union agree to **reconstitute the** Apprenticeship Advisory Committee with a maximum of **four (4)** representatives each within ninety (90) days of the ratification of this Collective Agreement.
- b. It is agreed that the Apprenticeship Advisory Committee shall be representative of the full spectrum of potential apprenticeships (e.g. building trades, culinary trades, and technical trades). Additionally, the Apprenticeship Advisory Committee may establish sub-committees for the purposes of Department specific apprenticeship programs and recommending department specific guidelines to the University. A sub-committee shall **consist of a minimum of two (2)** University members and two (2) Union members.
- c. The Apprenticeship Advisory Committee will examine the feasibility of further apprenticeships at the University, make joint recommendations to their respective principals as required, including recommendations about the utilization of the Apprenticeship Incentive Fund in accordance with the terms of Letter of Understanding #21 **and recommendations on how to attract, promote and provide apprenticeship opportunities to qualified candidates from groups that have been historically underrepresented.**
- d. The University shall establish appropriate apprenticeship programs to meet anticipated needs giving consideration to recommendations of the Apprenticeship Advisory Committee. The authority to manage apprenticeships,

evaluate performance, and determine the ongoing status of individual apprentices shall remain exclusively vested with the University. The Apprenticeship Advisory Committee or, where established, the appropriate subcommittee will be kept informed of the progress of apprentices throughout the apprenticeship program in a timely fashion.

- e. The Apprenticeship Advisory Committee shall meet on a quarterly basis, or as necessary, to monitor the progress of apprentices. Where a subcommittee has been established, that subcommittee shall assume this responsibility.
- f. Apprentices shall be paid at the established apprenticeship rates, which are calculated as a percentage of the journey rates, or as per the agreed Apprenticeship Retention Program for Internal Hires letter.

**Dated: September 20, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #11**

### **Contracting Out**

Attached hereto is a protocol, which establishes a consultation and umpire process for the discussion and adjudication of matters, arising within the frame of Article 24.03 (Contracting Out) of the Collective Agreement. However, in addition to the attached protocol, and apart from it, the parties agree to the following:

1. **Prior to December 30, 2022**, the parties will reconstitute the senior joint committee to discuss in good faith their respective concerns regarding contracting out, and to make every reasonable effort to constructively address those concerns.

Further, the parties agree that the joint committee will review issues that impact the completion of projects retained in-house with the express purpose of establishing conditions that would facilitate additional contracting in, including work that may be standalone or project related.

The parties may agree to retain the Contracting Out Umpire, as set out in Article 7.02 as a Special Mediator to help facilitate discussions between the parties regarding issues of mutual concern with respect to Article 24.03, and this Letter of Understanding.

2. Notwithstanding the attached protocol, and irrespective of Article 24.03, where the University has given the Union notice of an intended contracting out, either party may elect to have the matter discussed and dealt with under the terms of this paragraph. In that event, it is agreed between the parties that the matter will be addressed solely on the basis of reasonableness. That is to say, the University and the Union may agree (without prejudice or precedent) to the contracting out or contracting in of a particular project, work or service; and the University and the Union further agree that neither of them will withhold agreement unreasonably. It is further agreed that the Umpire, as determined by Article 7.02(e) shall have exclusive jurisdiction to resolve any differences between the parties arising from the operation of this paragraph including the test of reasonableness; further, that the exercise of such jurisdiction in relation to the test of reasonableness shall be notwithstanding the terms of the Collective Agreement. Decisions made by the Umpire under this paragraph shall be on an expedited basis, in accordance with procedures established by the Umpire which may include hearings by conference telephone call.
3. The Umpire shall have the jurisdiction to expeditiously resolve any disputes about the

interpretation or applications of this letter of understanding or Article 24.03.

## **PROTOCOL**

### **Consultation – Contracting Out**

1. The parties agree to establish a Contracting Out Committee. The Committee will be comprised of three (3) persons representing the University and three (3) persons representing the Union. Each party shall designate a co-chair.
2. The Contracting Out Committee shall meet twice monthly on dates which shall be established by the Committee on an annual basis. After one (1) year, the Committees shall re-examine and determine the required frequency of meetings.
3. Not less than five (5) days prior to each committee meeting, the University shall notify the Union in writing of work or services which it intends to contract out, providing pertinent information.
4. Not less than two (2) days prior to each committee meeting, the Union shall notify the University and the members of the Contracting Out Committee of matters requiring the Committee's attention. The co-chairs of the Committee shall then confirm with each other the upcoming agenda.
5. The Committee shall use its best efforts to resolve any issue or dispute arising from matters referred to it. The following conditions shall apply with respect to the committee meetings:

- a. all discussions will be without prejudice, and
- b. the outcome will go on record.

If agreement is reached, this agreement is binding and will be implemented, and the matter will be considered resolved.

6. Any matters not resolved by the Committee shall be referred to the Contracting Out Umpire who shall expeditiously decide the matter and whose decision shall be final and binding. Notwithstanding the grievance and arbitration provisions of the Collective Agreement, the Umpire shall have the jurisdiction to interpret and apply the Contracting Out provisions of the Collective Agreement, and the provisions of this letter of understanding. For clarity, the jurisdiction of the Umpire includes the adjudication of an allegation by the Union that the University has wrongly failed to give notice of a Contracting Out. In the event of such an allegation, the matter will be discussed by the Committee under paragraph 5 of this protocol prior to being referred to the Umpire under this paragraph.
7. The Umpire may determine their own procedures which shall be appropriate to the nature of the issue, with the aim of the promptest possible ruling. Fees and expenses of the Umpire shall be shared equally by parties.
8. Notwithstanding the above provisions, the University may proceed to contract out work under the following circumstances:
  - i. Where the submission to the Committee arises from a vacant position that has been posted as a full-time

Regular appointment, and for which the University is actively recruiting; work that would normally be performed by the position may be contracted out once the posting has closed and the University has determined that it is unable to fill without delay or reposting. Prior to contracting the work out, the Committee will be informed of the University's intention to contract out such work. The University is required to continue to actively recruit the position in question. Contracting out undertaken under such circumstances will cease once the position has been filled and the successful candidate has started.

- ii. Once thirty (30) days has passed since a submission has been made and the Committee has been unable to render a meaningful decision; the University may proceed to contract out the proposed work. The scope of permissible work being contracted out will be the same as that submitted to the Committee. In circumstances where the Committee is waiting for a meaningful response from the University to a substantive inquiry, the period of time required before contracting out shall be extended to reflect the delay in providing information.

A decision by the University to contract out work under the above provisions (8i. and 8ii.) is without prejudice to the Union's ability to refer the matter to the Contracting Out Umpire. Should the Umpire determine that the University's decision was not reasonable, as per the terms of this Letter of Understanding and Protocol, they shall have the jurisdiction to determine an equitable remedy.

9. The Umpire shall be as designated by Article 7.02(e).

10. The Umpire shall have the jurisdiction to resolve expeditiously any dispute about the interpretation or application of this letter of understanding or Article 24.03.

*Recommendation of Special Mediator Don Munroe, Q.C., in a letter dated September 25, 1995 and a decision dated June 23, 1997 and amended June 16, 2011 and June 8, 2019.*

Dated: October 8, 2022

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #12**

### **Student Housing and Community Services (Food Services) - Addendum**

The University and the Union agree that given the exceptional circumstances in Student Housing and **Community Services** (“Food Services”) the following provisions shall apply. Except as noted in this Letter of Understanding the Collective Agreement remains in full force and effect. This Letter of Understanding will be in effect until the expiry of the Collective Agreement, subject to the continuation provisions of Article 29.

#### **1. Specialized Skills and Training:**

- a. The following locations require specialized skills and training to meet franchise and/or service standards and requirements for classifications that are used in other Food Service locations:
  - i. The Point
  - ii. Tim Horton’s
  - iii. Starbucks
  - iv. Hero Café
  - v. Bento Sushi and Pacific Poke (Cook classifications only)
  - vi. Subway

- b. All positions for these units will be posted in accordance with the provisions of Article 10 of the Collective Agreement.
- c. Employees who are selected for positions requiring training will be scheduled in these locations and will be assigned hours based on their availability, and seniority.
- d. Employees who are selected to work in the above mentioned locations will be assigned to that location for one (1) year at a time commencing May 1 and ending April 30 of the following year. Employees will continue from year to year on the understanding that on each April 1 they may indicate that they no longer wish to be assigned to that location. Employees choosing to leave these locations will be provided an opportunity to select their pool, and they will be scheduled based on their seniority and availability.
- e. Each specialized location may train, after meeting their regular scheduled needs, up to three (3) trained employees in each applicable classification available as on call employees for that location. These designated employees will be normally scheduled within their assigned pools but may be reassigned to a specialized location as required.
- f. Employees must be successful in meeting the training requirements. If employees are having

difficulty with training a training plan will be discussed and implemented.

## **2. Scheduling:**

### **a. Classification:**

Employees shall retain only one (1) classification.

Employees will be scheduled to work in their classification and in lower paid classifications for which they are qualified and able to perform competently the work involved in accordance with their availability and seniority. As per the current posted Master Schedule, employees shall be paid in accordance with the schedule and the rate of pay associated with their classification.

Employees shall be considered scheduled when the hours are reflected on the Working Schedule or when they are offered and accept extra hours at the beginning or end of the shift.

Employees who perform work of a higher classification than that which they hold for one (1) hour or more in a shift will be temporarily promoted when they do so in accordance with Article 19.03 of the Collective Agreement;

### **b. Pools:**

i. There shall be two employee pools:

1. Residential
2. Retail

Employees will be scheduled to work in their respective Pool. Employees cannot use their seniority to displace employees working in the other Pool.

Within the Retail Pool, the University shall offer the training necessary to ensure the fullest availability of shifts by seniority. Should an employee choose not to be trained for a specific location within a Pool, they may not rely upon their seniority to displace an employee trained for that location.

**ii. Transferring pools**

**An employee who wishes to change their assigned Pool must submit a written request to be transferred by April of each year for a change effective in September. Requests will be assessed on the basis of seniority and shall not be unreasonably denied.**

**c. Schedules:**

- i. Master Schedules will be posted in each operation in April, December and August of each year. The Master Schedule will provide the basis of assigning staff to a location and for the optimal hours required to staff the location. Daily and weekly changes will result in the posted Working Schedule in each location assigning hours according to availability, seniority and location.

- ii. Part-time Regular and Auxiliary employees will be required to complete an availability form in which they express a preference for regularly-scheduled or on-call work, shifts, prior to the development of each Master Schedule. The form will provide as much information as possible about operational closures at various operations. An employee's availability form must indicate a minimum of three (3) different days per week that they are available to work, during times in which shifts are typically scheduled by the department. Part-time Regular and Auxiliary employees will be scheduled as per their availability in order of seniority where they are qualified and able to competently perform the work of the position. Where the preferences expressed by the employee cannot be accommodated for reasons of availability and seniority, the University shall make reasonable efforts to offer hours to a part-time Regular employee.
- iii. **Changes to availability forms after the deadline will take effect two (2) weeks after submission for on call opportunities. Resulting changes to scheduled shifts will not take effect until a new Master Schedule is created within that scheduling period.**
- iv. Full-time Regular and Sessional employees will not complete an availability form and are expected to be available for work as operationally required.

Subject to operational requirements, employee preference and seniority shall be considered. Sessional employees will be scheduled for a minimum of nine-hundred and sixty (960) hours during the term of their Sessional appointment.

- v. Changes to the Master Schedules will only be made in extraordinary circumstances such as a significant upturn (e.g. opening a new operation) or downturn in business (e.g. closure of an operation). Where an employee's hours of work will be reduced significantly during the period of a Master Schedule, changes will be made to schedule the employee for additional planned or unplanned absences. Absences of employees of less than two (2) weeks shall not require a change to the Master Schedule. **Any change to the Master Schedule that results in a reduction in the overall schedule must be due to a change in operational requirements.** The operation of this provision shall be set out in the Food Services Scheduling **Process** guidelines. There will be no adjustments in the Residential Pool for **fall break, winter slowdown, spring break** and April slowdowns. Within the Retail Pool, adjustments for **winter slowdown, spring break** and April slowdowns, shall be made subject to operational requirements.
- vi. Should short-term changes to the Working Schedule be required, the Employer will notify the

employees affected no later than forty-eight (48) hours prior to the assigned shift. Such changes will be made in accordance with availability and seniority. If additional staff are required, the Employer shall offer the shifts in accordance with seniority.

- vii. Employees who so wish and where possible may work a split shift in their classification in order to maximize their hours worked. Split shifts however will not be common. There shall be a maximum of four (4) hours between the end of the first section of the shift and the beginning of the second section. A split shift shall be completed within twelve (12) hours of an employee's starting work.
- viii. Food Services may schedule employees for seventy five (75) hours over a two (2) week period by scheduling no more than six (6) consecutive working days within the two (2) week period. Days off shall be scheduled in a manner that ensure that a minimum of two (2) consecutive days off occur within the two (2) week period. The two (2) week period will be calculated from the start of the day shift every other Sunday. It is understood that no employee shall work seven (7) or more consecutive days without incurring overtime.

#### **d. Information for Employees:**

The University will maintain scheduling process guidelines and a list of frequently asked questions detailing scheduling requirements and process to be distributed to all employees at orientation. **The parties agree to review the Food Services Scheduling Process Guidelines as needed.**

### **3. Extra Hours and On-Call:**

- a. An “on-call” availability list shall be established and the following provision shall apply:
  - i. Employees who have a regularly scheduled shift on the Master Schedule will be considered available for extra hours on-call as per their availability and seniority. These employees can accept or decline offers of extra hours without consequence. Employees who are already assigned a shift in a location will not be eligible for on-call opportunities that would require the cancellation of an already scheduled shift.
  - ii. Employees whose availability and seniority would entitle them to fewer than twenty (20) hours per week will have the option to:
    1. Accept a schedule which is less than twenty (20) hours per week and/or request extra hour’s on-call. The rights and obligations of employees requesting extra hours on-call

shall be in accordance with 3(b) below. An on-call employee exercising their rights under this provision shall be not be able to rescind previous accepted shifts.

2. Apply for a leave of absence for the scheduling period.
- b. Employees who after reviewing options 3(a)(i) and 3(a)(ii) above choose to request only on-call work on their availability form or do not qualify for a regularly scheduled shift due to insufficient seniority or availability shall be required to comply as follows:
    - i. Employees shall be called in order of seniority in accordance with their stated availability for “on-call” work.
    - ii. Employees may amend their availability by completing and submitting the appropriate availability form. Changes will take effect no earlier than two weeks from the date of form submission, subject to operational requirements.
  - c. The University will renew the “on-call” availability list at least two (2) times per year for September and May.

#### **4. Sage Catering:**

- a. The following provisions regarding scheduling apply to employees in **Sage Catering**:
  - i. The work schedule will be posted every Thursday, ten (10) days prior to the start of the week being scheduled. The hours of work will be posted in two (2) ways:
    1. A schedule list that provides employees' names and days and times that they are scheduled to work; and
    2. On separate function sheets outlining the function and location of work.
- b. Employees shall ensure that they are aware of their work schedule once posted.
- c. Employees are not permitted to exchange shifts. Employees must notify the Catering office of any shifts that have been assigned within their availability that they are unable to work.
- d. **Should short-term changes to the Sage work schedule be required, employees will be notified no later than forty-eight (48) hours prior to the assigned shift. Such changes will be made in accordance with availability and seniority. If additional staff are required, the Employer shall offer the shifts in accordance with seniority.**

## **5. Work of the Bargaining Unit:**

- a. Managers in Food Services may assist with work of the bargaining unit during busy periods subject to the following conditions:
  - i. Such assistance may be provided for up to a maximum of fifteen (15) minutes duration consecutively or non-consecutively up to thirty (30) minutes in a normal seven (7) hour shift and only where normal staffing is maintained and employees do not have hours reduced or are not laid off;
  - ii. The manager(s) must keep a log of their performing work of the bargaining unit; and
  - iii. The University and the Union will review the situation on an as needed basis.

## **6. Dispute Resolution:**

- a. Where a dispute arises regarding the application, administration or interpretation of this Letter of Understanding, the parties have the choice to either go through the Grievance procedure under Article 6 or the dispute resolution under this Letter of Understanding.
- b. Upon receiving notice of a dispute the parties shall meet and attempt to resolve the dispute informally within ninety (90) days. It is understood and that the ninety (90) days shall begin with a copy of the

written concerns being delivered to UBC Human Resources and the Union.

Should the parties be unsuccessful in finding a resolution to the matter or upon the expiry of ninety (90) days, the dispute shall be referred to a mediator. The mediator shall receive written submissions from the parties at the time the matter is referred. The parties agree that the mediator will be assigned from the list of arbitrators set out in Article 7.02(a) by mutual agreement. Failing agreement, the mediator shall be selected by availability.

If the mediation is unsuccessful the mediator will issue recommendations which will be binding on the parties until the expiration of the Collective Agreement.

**Dated: October 5, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

**LETTER OF UNDERSTANDING #13**  
**Use of Contractors to Perform Inventory in the**  
**Bookstore**

The University and the Union agree that it is desirable to have the Bookstore open rather than closed during the Annual Inventory.

In order to fulfill this desire, the parties agree to the use of a contractor, their employees and University employees as set out herein.

All Bookstore employees available and willing to perform inventory work who are not otherwise scheduled and working a full daily shift as set out in the Collective Agreement, shall be employed for up to the full daily shift hours set out in the Collective Agreement provided it does not result in daily or weekly hours that result in overtime rates.

The difference in available and willing University employees and the total number of employees required to complete the Inventory Project in two (2) days, shall be made up of Contractor employees.

**Dated: August 30, 2022**

For the University

“Korey Onyskevitch”  
Senior Employee Relations Manager

For the Union

“David Lance”  
President Local 116

## **LETTER OF UNDERSTANDING #14**

### **Student Workers in Food Services**

The University and the Union agree that given the exceptional circumstances in the Department of Food Services the following provisions shall apply to student workers.

The parties acknowledge that clarity about the status quo regarding the use of student workers in the Department of Food Services is important. The parties have had much discussion in bargaining about their respective understandings of the status quo, and this reflects their mutual understanding.

The parties agree that the provisions within this Letter of Understanding are the only ones within the Collective Agreement that apply to student workers in the Department of Food Services.

1. Student workers shall be exempt from paying Union dues.
2. The amount of hours worked by a student worker in any given week will not exceed fourteen (14) hours. The shift a student worker works will not exceed four (4) hours.
3. Student workers shall not replace any regular scheduled employee in the Department of Food Services.

4. Disputes under this Letter of Understanding shall be managed through the Dispute Resolution provisions set out in Letter of Understanding #12.

**Dated: October 5, 2022**

For the University

For the Union

“Korey Onyskevitch”

Senior Employee Relations Manager

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #15**

### **Articles 18.01 and 18.02 – Leave for Union Business**

Further to discussions in April/May 2001, including the assistance of Donald R. Munroe, Q.C., the University and the Union agree as follows with respect to the application of Articles 18.01 and 18.02. The University's obligations to pay under Article 18.01 will be limited to time spent on any matter during employees' regularly scheduled hours of work.

The parties agree to administer the provisions of this Letter of Understanding reasonably, including but not limited to the number of representatives designated for grievance and other meetings.

### **Grievances/Arbitrations**

The University pays for up to three (3) officially designated representatives of the Union to attend:

- Grievance Meetings
- Arbitration Hearings
- Travel time to attend Grievance Meetings and Arbitration Hearings
- Preparation time with the Grievor, Witnesses and normally not more than one (1) Steward per Grievor for Grievance Meetings and Arbitration Hearings

The Union pays for its representatives to:

- Prepare for Grievance Meetings, other than as provided for above
- Prepare for Arbitration Hearings, other than as provided for above
- Attend the Union's Grievance Committee Meetings
- Prepare for and attend at Labour Relations Board Hearings

### **Collective Bargaining**

The University pays for up to five (5) officially designated representatives of the Union to attend:

- Actual Collective Bargaining sessions
- Actual Mediation sessions
- Travel time to attend Collective Bargaining and Mediation sessions

The Union pays for its representatives to:

- Prepare for Collective Bargaining
- Union caucus time on other than an actual Bargaining day
- Prepare for and attend at Essential Services Hearings

### **Official Joint University/Union Committees**

The University pays for up to three (3) officially designated representatives of the Union to attend:

- Actual Committee Meetings
- Follow up requested by the Committee
- Preparation time for the Joint Health & Safety Steering Committee and the Contracting Out Committee Meetings
- Time to respond to University proposals or issues in advance of the meeting
- Travel time to attend Committee Meetings

The Union pays for its representatives to:

- Prepare for Committee Meetings, other than as provided for above
- Perform work outside of the meetings required by the Union

### **Meetings with the University**

The University pays for representatives of the Union to attend:

- Meetings required by or agreed to by Management

- Meetings regarding layoff as provided for in Article 11.04(b)(4)
- Meetings otherwise provided for in the Collective Agreement

**Dated: August 30, 2022**

For the University

For the Union

“Korey Onyskevitch”

Senior Employee Relations Manager

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #16**

### **Internships**

The parties recognize that academic units may establish internship programs. The interns will have an undergraduate, master's, or doctoral degree. The intent is for interns to have the opportunity to apply their education in a practical setting prior to pursuing further education or experience. The following terms shall apply to internship programs:

- a. Internship terms of up to two (2) years.
- b. Article 10.02 would not apply. Job selection to be made on academic criteria.
- c. Interns would not accrue seniority unless they move into another CUPE 116 role. In such cases, seniority would then be credited back to the start date of the internship program and calculated in accordance with Article 9.01.
- d. Interns would not be eligible for layoff and recall provisions.
- e. Interns may be employed within curated collections in the Beaty Biodiversity Museum, the Museum of Anthropology, the Belkin Art Gallery, and the Pacific Museum of the Earth.
- f. Interns may be employed within teaching and research collections in the Departments of Botany, Zoology, and Earth, Ocean and Atmospheric Sciences.

- g. Interns may be employed within the Department of Psychology.
- h. Interns may also be employed within other Departments and/or Units as agreed to between the Union and University.
- i. Internships are not intended to replace ongoing bargaining unit positions and no Union member shall be laid off as a result of an internship program.
- j. The University shall not hire more than two (2) interns at any given time within a Department or Unit described above without Union agreement.
- k. The Union shall be copied on any internship appointment made pursuant to this letter.

**Dated: September 29, 2022**

For the University

For the Union

“Korey Onyskevitch”  
Senior Employee Relations Manager

“David Lance”  
President Local 116

**LETTER OF UNDERSTANDING #17**  
**Opportunities for Underrepresented Groups**

**The University and Union agree to establish a working group within one hundred and twenty (120) days to discuss in good faith recommendations on methods to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented and opportunities to further promote equity, diversity and inclusion within the Collective Agreement.**

**The purpose of the working group is to:**

- 1. Identify and develop initiatives to attract prospective employees from historically underrepresented groups.**
- 2. 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.**
- 3. Where appropriate, the working group may recommend changes to the Collective Agreement consistent with Article 3.05 for consideration by the parties.**

**The working group will have a maximum of four (4) representatives from each party. It is also understood that from time to time, additional resource people over and above the four (4) representatives may be required to attend. The working group shall meet ever two months, or more often as necessary.**

**Dated: September 28, 2022**

**For the University**

**“Korey Onyskevitch”  
Senior Employee Relations Manager**

**For the Union**

**“David Lance”  
President Local 116**

## **LETTER OF UNDERSTANDING #18**

### **Recruitment and Retention Initiatives**

**The parties recognize that there are circumstances where the ability to recruit and retain employees for positions at the University can be challenging.**

**It is agreed that should a department seek to introduce a recruitment or retention initiative that requires Union agreement as a result of a change in a condition of employment, the University will provide the Union with the following information:**

- 1. Department**
- 2. Position/Classification and number of vacancies**
- 3. Length of time undertaken by the recruitment or retention initiative**
- 4. Reasons necessitating the recruitment or retention initiative**
- 5. Relevant details related to the form of the recruitment or retention initiative**

**Agreement will not be unreasonably withheld.**

**Where a recruitment or retention issue is identified, the parties agree to enter into good faith discussions regarding potential measures and steps to undertake to help resolve the issue. The parties agree to**

**exchange any necessary documentation and supporting information.**

**The University agrees to provide updates related to all recruitment and retention initiatives at Labour Management Committee meetings.**

**Dated: October 3, 2022**

**For the University**

**“Korey Onyskevitch”  
Senior Employee Relations Manager**

**For the Union**

**“David Lance”  
President Local 116**

## **LETTER OF UNDERSTANDING #19**

### **Overpayments**

**In circumstances where an administrative or other error results in an overpayment of such wages or benefits to an employee that is under five-hundred dollars (\$500.00) 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, and the University confirms the amount(s) owing with the employee; or, where the University discovers the error, and a detailed breakdown of the error is given to the affected employee as soon as practicable.**
- 2. Unless the employee proposes an alternative payment plan, the instalment amounts will be made by payroll deduction on the following basis:**

**For employees earning less than two thousand dollars (\$2000.00) per pay period, the maximum amount deducted per pay period shall be fifty dollars (\$50.00).**

**For employees earning more than two thousand dollars (\$2000.00) per pay period but less than three thousand dollars (\$3000.00) per pay period, the maximum amount**

**deducted per pay period shall be seventy-five dollars (\$75.00).**

**For employees earning more than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be one hundred dollars (\$100.00).**

- 3. In the event the overpayment exceeds five-hundred dollars (\$500.00), the parties agree that every effort will be made to reach an agreement on repayment terms within thirty (30) calendar days.**
- 4. Where an employee disputes that an overpayment occurred, or the amount owing, recovery shall not be made under this letter.**
- 5. Any grievance filed relative to this Letter of Understanding will be heard at Step 3 and referred to Expedited Arbitration.**
- 6. In the event that the employee leaves the employment 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.**

- 7. 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.**

**Dated: October 5, 2022**

**For the University**

**“Korey Onyskevitch”**

**Senior Employee Relations Manager**

**For the Union**

**“David Lance”**

**President Local 116**

## **LETTER OF UNDERSTANDING #20**

### **Sustainable Transportation Program**

**This Letter of Understanding governs the administration of the Sustainable Transportation Program joint committee, which reflects the continued commitment by the parties to encourage more sustainable modes of transportation, which is critical to meeting the University's sustainability goals and supports recruitment and retention initiatives.** The terms of reference for the Committee are:

1. Eligibility criteria will be for the following pay grades:
  - a) Schedule A: Compensation rates at Pay Grades 11a and below
  - b) Schedule B: Pay Grades 1 and 2

**It is further understood that the Committee will determine the feasibility of adding additional pay grades that will be eligible based on the funding being provided.**

2. The Committee shall consider subsidizing public transportation, including discounting Compass Cards for sale through University Community Services, car and van pools, and other sustainable transportation initiatives.

3. Single occupancy vehicles and single occupancy car share services shall not be considered.
4. The Committee shall consider administrative efficiency as a criterion in the development of the pilot project.
5. The Committee shall ensure that if any benefit or subsidy constitutes a taxable benefit, that the administration of the project includes compliance with taxation requirements.

The University shall **maintain the current** seventy-five thousand (\$75,000) in **annual** funding for the program to **March 31, 2023. The University will increase the funding to two hundred thousand (\$200,000) per year beginning on April 1, 2023.**

**Dated: October 4, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #21**

### **Apprenticeship Incentive Fund**

The University agrees to continue the Apprenticeship Incentive Fund to partially offset departmental costs associated with supporting apprenticeships.

The fund will be targeted towards increasing the feasibility of further apprenticeship opportunities at the University **including the exploration of additional opportunities for historically underrepresented groups**. Usage and utilization shall be reported to the Apprenticeship Advisory Committee for review and input into ensuring that the fund is meeting its purpose.

An employee may apply directly for reimbursement of tuition fees or the costs of required tools and equipment that are not provided by the University. A department may apply for reimbursement for such expenses incurred on an employee's behalf.

In addition, a department may apply for partial reimbursement of the payroll costs incurred by providing an apprentice with a leave without loss of pay to attend apprenticeship courses. Departments will be reimbursed based on the overall utilization of the Fund. Irrespective of the status of the Fund, employees shall receive a full compensatory payment in lieu of lost wages while attending required apprenticeship courses.

Any amounts unused within a fiscal year shall be carried forward for use in future years.

**Dated: September 20, 2022**

For the University  
"Korey Onyskevitch"  
Senior Employee Relations Manager

For the Union  
"David Lance"  
President Local 116

## **LETTER OF UNDERSTANDING #22**

### **Application of Article 3.06 and Letter of Understanding #12**

The following specific terms and conditions apply to the application of Article 3.06 and Letter of Understanding #12 for employees who maintain a Food Services appointment for the Winter Session (September through April) and a Housing appointment for the Summer Session (May through August).

1. Part-time Regular Status:
  - a. An employee who otherwise meets the requirements of Article 3.06 to be converted from Auxiliary status to part-time Regular will be converted subject to the following conditions:
    - i. The employee must work a minimum of seven hundred (700) hours during the Winter Session;
    - ii. The employee must work a minimum of three hundred and forty (340) hours during the Summer Session; and,
    - iii. The employee must maintain a general availability of thirty-seven and one-half (37.5) hours per week during the entire year.
  - b. Absent significant extenuating circumstances, an employee who fails to maintain the above conditions will be reverted to an Auxiliary

employee. The provisions of Article 10.06 will apply.

- c. An employee converted to part-time Regular who subsequently would qualify for part-time Regular status on the basis of their primary position will no longer be subject to paragraph a. above and will be subject to the normal requirements of a part-time Regular employee.
  - d. Should either Food Services or Housing experience a significant drop in business volume or revenue such that they are no longer able to sustain the minimum hours commitments to Regular employees, it is agreed that employees converted under this Letter of Understanding shall be reverted to Auxiliary status prior to reducing the hours of other part-time Regular employees or initiating layoff procedures. The provisions of Article 10.06 will apply.
2. Sessional Employees:
- a. Where the University identifies a need for Sessional employees within Food Services, the positions shall be posted as vacancies in accordance with Article 10.01. Any such posting will contain information indicating whether work will likely be required on weekends and on afternoon or night shift.
  - b. Where a Regular employee applies indicating a preference for a Sessional appointment, they will be

converted to Sessional. The remaining Sessional positions shall be filled by Auxiliary employees within the same classification who have applied to the posting on the basis of seniority, subject to satisfactory performance where the University has taken appropriate steps to address performance issues.

- c. Where a part-time Regular employee has been converted to Sessional as above, the University will determine whether the conversion creates an opportunity to increase the number of Sessional positions filled from the posting.
- d. The University will not replace incumbent Regular employees with Sessional appointments, nor reduce the number of full-time Regular employees with sessional appointments except through the operation of Article 11.
- e. In order to ensure an orderly and equitable introduction to the use of Sessional employees within Food Services, the parties agree:
  - i. That the University will balance the number of Sessional appointments posted with ensuring that current Auxiliary employees who provide a minimum thirty-seven and one-half (37.5) hours of availability per week shall retain the opportunity to establish part-time Regular status as set out in Article 3.06; and,

- ii. That this is a transition provision that will remain in force and effect for the duration of this Collective Agreement only and will expire on March 31, 2025 irrespective of the renewal of this Letter of Understanding.

3. Dispute Resolution:

- a. Any dispute arising from the operation or application of this Letter of Understanding shall be managed under the Dispute Resolution procedures of Letter of Understanding #12.
- b. The Dispute Resolution procedure of Letter of Understanding #12 is modified solely with respect to timelines. The meeting between the parties must occur within thirty (30) days. A referral to the mediator arising from this Letter of Understanding may be made after thirty (30) days.

**Dated: October 5, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

## **LETTER OF UNDERSTANDING #23**

### **Sessional Employees**

The University shall post vacancies for Sessional employees, or otherwise fill Sessional employee positions, subject to the following terms:

1. In departments or units that traditionally utilize Seasonal employees, the University may post and fill Sessional positions as an alternative to Seasonal employees.
2. In academic departments or units where there is an identified and discrete need for sessional employees to align with a teaching program or a research project, the University shall post and fill no more than three (3) Sessional positions within the department or unit.

The University will notify the Union of any posting for a Sessional employee with an explanation as to the rationale for a Sessional employee, including the reasons why a full-time Regular or part-time Regular position would not be suitable.

Should a department or unit wish to use more than three (3) Sessional employees, Union agreement is required.

3. In any other department or unit, the University shall not employ more than two (2) Sessional employees at any time.

The University will notify the Union of any posting for a Sessional employee with an explanation as to the rationale for a Sessional employee, including the reasons why a full-time Regular or part-time Regular position would not be suitable.

Should a department or unit wish to use more than two (2) Sessional employees, Union agreement is required.

4. The University will not replace Regular positions with Sessional appointments except by agreement with the Union.

**Dated: October 3, 2022**

For the University

“Korey Onyskevitch”

Senior Employee Relations Manager

For the Union

“David Lance”

President Local 116

**LETTER OF AGREEMENT #1**  
**Accommodation Process Improvement Working Group**

**The University and Union agree to establish a working group within one hundred and twenty (120) days to discuss in good faith their respective concerns regarding the accommodation process, and to make every reasonable effort to constructively address those concerns.**

**The purpose of the working group is:**

- 1. To examine and recommend improvements to the existing accommodation processes to create a clear, consistent and transparent procedure for all CUPE 116 members;**
- 2. To provide procedural clarity on the accommodation processes, as well as an understanding of the respective participants' legal obligations and their roles and responsibilities; and**
- 3. To provide greater awareness and training on the accommodation processes.**

**The parties agree that any recommendations made by the working group cannot detract from the obligations contained in Article 23.18, the *Human Rights Code* or University policy.**

**The working group will have a maximum of four (4) representatives from each side. It is also understood that from time to time, additional resource people over and above four (4) representatives may be required to attend. The working group shall meet every two (2) months, or more often as necessary.**

**The parties commit to share all information necessary to discuss concerns about existing processes by January 31, 2023 in order to facilitate the proper functioning of the working group.**

**Dated: September 22, 2022**

**For the University**

**“Korey Onyskevitch”  
Senior Employee Relations Manager**

**For the Union**

**“David Lance”  
President Local 116**

**LETTER OF AGREEMENT #2**  
**Schedule B Review**

**The University and Union agree to establish a working group within one hundred and twenty (120) days to review the current Schedule B wage grid for the purpose of providing orderly pay grades and establishing updated job hierarchies, where appropriate. Except as required by the operation of Article 20 of the Collective Agreement, the parties agree to a cost neutral approach.**

**Dated: September 22, 2022**

**For the University**

**“Korey Onyskevitch”**  
**Senior Employee Relations Manager**

**For the Union**

**“David Lance”**  
**President Local 116**

**LETTER OF AGREEMENT #3**  
**Health Spending Account**

**The parties agree that the current Health Spending account available to CUPE 116 members shall increase to five hundred dollars (\$500.00) per year per eligible employee.**

**Dated: October 3, 2022**

**For the University**

**“Korey Onyskevitch”**  
**Senior Employee Relations Manager**

**For the Union**

**“David Lance”**  
**President Local 116**

**LETTER OF AGREEMENT #4**  
**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.

**Dated: October 4, 2022**

**For the University**

**"Korey Onyskevitch"**

**Senior Employee Relations Manager**

**For the Union**

**"David Lance"**

**President Local 116**

**LETTER OF AGREEMENT #5**  
**Targeted Wage Adjustments**

**In recognition of the wage rate with respect to positions within classifications at the lower pay grades, the University will provide wage adjustments to address such affected positions.**

**The adjustments will be made effective April 1, 2023, in the amount of \$0.25/hour for all positions in the current Schedule A at Pay Grade 14 or lower. This Letter of Agreement does not affect or amend Article 20 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.**

**Dated: October 5, 2022**

**For the University**

**“Korey Onyskevitch”**  
**Senior Employee Relations Manager**

**For the Union**

**“David Lance”**  
**President Local 116**

**LETTER OF AGREEMENT #6**  
**Wage Schedule A**

**The parties agree to the elimination of unused pay grades and to simplifying the structure within Schedule A. The changes will be effective on April 1, 2022.**

**Dated: October 5, 2022**

**For the University**

**“Korey Onyskevitch”**  
**Senior Employee Relations Manager**

**For the Union**

**“David Lance”**  
**President Local 116**

**LETTER OF AGREEMENT #7**

**Re: Article 16.06**

The parties agree to establish a working group to determine the most appropriate method of calculating the accrual of vacation for part-time Regular employees who have variable work schedules.

The purpose is to establish a methodology that accurately provides these employees with their earned vacation as paid-time off in a manner that is configurable within the University's Payroll and Human Resources systems.

The parties agree that this work is a priority and that every attempt shall be made to resolve the issue prior to March 31, 2023.

**Dated: October 5, 2022**

**For the University**

**"Korey Onyskevitch"**

**Senior Employee Relations Manager**

**For the Union**

**"David Lance"**

**President Local 116**

## **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%.**

**Dated: October 4, 2022**

**For the University**

**“Korey Onyskevitch”**  
**Senior Employee Relations Manager**

**For the Union**

**“David Lance”**  
**President Local 116**