

Date Tabled: SEP 31 22

Time Tabled: 10:46 AM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: 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 RA 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 \$10,019.34 for the Academic Year.
2. RAs will be paid \$5,009.68 for the Summer Term.
3. SRAs will be paid \$14,548.75 for the Academic Year.
4. SRAs will be paid \$7,274.37 for the Summer Term.

PCRAs will be paid \$19.97 per hour.

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.

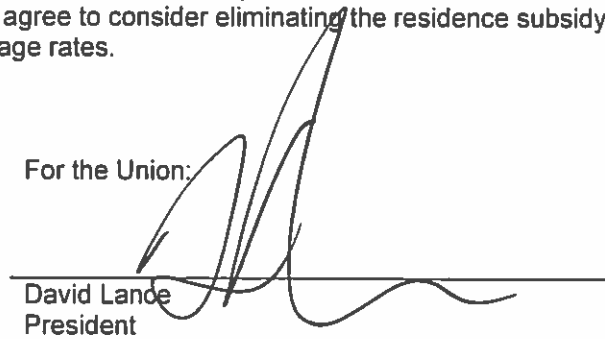
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 4, 2022
Date

For the Union:



David Lande
President

Oct 4 / 2022
Date