

MEMORANDUM OF AGREEMENT

Between

The University of British Columbia

(the "University")

and

The Association of Administrative and Professional Staff

("AAPS")

The parties agree to recommend to their respective principals the following as the renewal of the Agreement on Conditions and Terms of Employment (the "ACTE"):

1. Provisions of the current agreement in effect:

All provisions of the ACTE in effect from July 1, 2019 through June 30, 2022 shall continue in effect except as specifically amended or altered by this memorandum. Letters of Understanding and Letters of Agreement are not renewed except as provided for in #3 below.

2. Amendments and alterations agreed to in negotiation meetings:

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

Article	Subject Matter	Date of Tentative Agreement
1	Preamble	July 6, 2023
1.3	Term	July 6, 2023
5.1.1	New Employees	July 6, 2023
5.1.3	Orientation and Assessment Period	July 6, 2023
5.1.5	Direct Deposit	March 1, 2023
10.3	Workplace Options	July 6, 2023
11.1	National Day for Truth and Reconciliation	April 28, 2023
11.2.4	Long Service Recognition	July 6, 2023
12.3	Sick Leave	July 6, 2023
12.4	Bereavement Leave	July 6, 2023
12.9	Paid Leave (Winter)	March 1, 2023
12.11	Cultural, Spiritual, Ceremonial Leave	July 6, 2023
12.12	Birth of a Child	July 6, 2023
Document A	Classification Matrix and Salary	July 6, 2023

3. Letters of Understanding and Agreement:

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

Letter	Subject Matter	Date of Tentative Agreement
LOA #1	Pay Structure	July 6, 2023
LOA #2	Benefits Coverage over 65	March 27, 2023
LOA #3	PD Fund	July 6, 2023
LOA #4	Search for Alternatives	March 27, 2023
LOA #5	UBCO Classifications	March 27, 2023
LOA #9	Spiritual, Cultural & Religious Observances	July 6, 2023
LOA #10	Personal Emergency Leave	March 27, 2023
LOA #11	Grievances	July 6, 2023
LOA #12	Grievance Resolution	July 6, 2023
LOA #13	Overpayments	March 30, 2023
LOA #14	Cost of Living Allowance (COLA)	July 6, 2023
LOA #15	Placement Search Database	July 6, 2023
LOA #16	Classification	July 6, 2023
LOA #17	Long Service Recognition	July 6, 2023
LOA #18	Conflict Resolution Specialist	July 6, 2023
LOA #19	Hybrid Work	July 6, 2023

4. Salary Grid:

General Wage Increases

General Wage Increases as follows and to be included in a renewed ACTE. Retroactive payments to be made to active employees as of the date of ratification. *JULY 6, 2023* ✓

July 1, 2022 Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.

July 1, 2023 Increase all rates of pay a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).

April 1, 2024 Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA (LOA #14).

5. Term:

The term of the agreement shall be from July 1, 2022 and up to and including June 30, 2025.

6. Ratification:

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

Agreed to this 6th day July of 2023.

FOR THE UNIVERSITY:

FOR AAPS:


Mike Vizselyi


Joey Hansen


Korey Onyskevitch


Kristen Korberg

Kristin Cacchioni

Lauren Casey


Janie McCallum


Lerato Chondoma

Andrew Parr

Anthony Dodds


Jennifer Sanguinetti


Ashkon Hashemi

Ashley Stein


Afsaneh Sharif


Heidi Taylor



Bargaining Proposal: Preamble (Article 1.1)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 1.1 – Purpose of Agreement

Delete and Replace with:

This is the Agreement on Conditions and Terms of Employment between the University of British Columbia (hereinafter referred to as the “University”) and the Association of Administrative and Professional Staff (hereinafter referred to as “AAPS”), collectively the “Parties”. It establishes certain terms and conditions of employment for employees of the University for whom AAPS has been recognized as the bargaining agent.

The Parties mutually and expressly acknowledge that University sites where AAPS members work are situated on the traditional, ancestral and unceded territories of Indigenous peoples *The parties agree within six months of ratification of this agreement to consult with stakeholders regarding this land acknowledgement. Upon consultation with stakeholders, the Parties agree to revise this language accordingly.*

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

- 1. Fostering a diverse, inclusive, anti-racist, and respectful workplace that reflects the values of the University and AAPS;**
- 2. fostering and enhancing a harmonious relationship between the University and its employees;**
- 3. establishing, fostering, and enhancing a collaborative and harmonious relationship between the University and AAPS;**
- 4. to provide for orderly and efficient consideration and settlement of all matters of bargaining and mutual interest;**
- 5. to provide for orderly and efficient dispute resolution;**
- 6. to maintain the efficient and effective operation of the University;**
- 7. to promote the wellbeing and engagement of AAPS members; and,**
- 8. to promote a climate of understanding and mutual respect where all are equal in dignity and rights.**


In the furtherance of the above principles, and in consideration of the Vision statement set out in Article 1.0 of the Framework Agreement, the Parties hereby agree as follows:

For the University:

For AAPS:



Mike Vizsolyi
Executive Director
Employee and Labour Relations



Joey Hansen
Executive Director



Date



Bargaining Proposal: 1.3

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

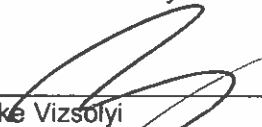
Association of Administrative and Professional Staff

Re: Article 1.3 – Term of Agreement

The term of this Agreement shall be from July 1, 2022 to June 30, 2025. This Agreement shall continue until a new agreement is in place.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

July 6/23

July 6, 2023

Bargaining Proposal: 5.1.1

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And


Association of Administrative and Professional Staff

Re: Article 5.1.1 – New Employees


A new regular employee shall serve a probationary period of twelve (12) months. This period may be extended for up to six (6) additional months by mutual agreement between the supervisor and employee. The employee may consult with AAPS prior to agreeing to the extension but must do so within ~~five (5)~~ **ten (10)** workdays of being notified.

For the University:

For AAPS:




Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director



Date



Bargaining Proposal: 5.1.3

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 5.1.3 – Transferred or Promoted Employees

An employee who is transferred or promoted who has successfully completed ~~her/his~~ the appropriate probationary period under Article 5.1.1 shall serve ~~a probationary~~ **an orientation and assessment** period which is normally twelve (12) months; this requirement may be reduced or waived at the sole discretion of the administrative head of unit.

Housekeeping Change:


Article 9.3.1

An employee terminated during the probationary period for reasons other than just cause shall receive notice or pay in lieu of notice in accordance with the provisions of the Employment Standards Act.


In the event an employee who has successfully completed their initial probationary period and who is ~~on probation~~ **in an orientation and assessment period** as a result of promotion and/or transfer is determined to be not suitable for continued employment in the position, the employee will be entitled to notice of termination of employment in accordance with Article 9.

For the University:


For AAPS:




Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director



Date



Date

Negotiations between UBC and AAPS

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: 5.1.5 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

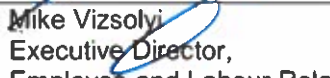
Association of Administrative and Professional Staff

Re: **Article 5.1.5 – Direct Deposit (New)**

The parties acknowledge that direct deposit is the University's default payroll method.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date



Date

Bargaining Proposal: 10.3

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

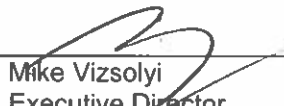
Association of Administrative and Professional Staff

Re: Article 10.3 – Workplace Options

An employee may be granted flexible working arrangements which do not have a negative impact on business operations. These arrangements shall be mutually agreed **upon** and voluntary and shall be negotiated between the employee and administrative head of unit. Examples of such arrangements include but are not limited to flextime, flexdays, job sharing and ~~telecommuting~~ **hybrid work arrangements. Hybrid work arrangements shall be subject to Letter of Agreement #19.**

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

July 6/23

JULY 6, 2023

Bargaining Proposal: 11.1

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 11.1 – Statutory Holidays

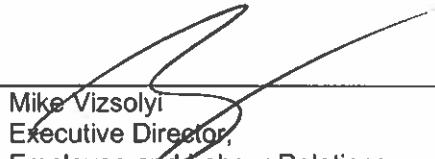
The University recognizes the following statutory holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
B.C. Day	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

If any of these holidays fall on a Saturday or Sunday, another working day (as determined by the University) will be observed as the holiday. A full-time employee is entitled to receive these holidays with pay. A part-time employee who has worked at least 11 days in the preceding calendar month is entitled to statutory holiday pay equal to their usual working hours.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

Apr. 1 28/23

APR 28, 2023

Bargaining Proposal: 11.2.4 - NEW

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 11.2.4 – Long Service Recognition (NEW)

During the calendar year in which an employee's 25th year of service occurs, they will receive a one-time additional five (5) days of paid time in recognition of their long service to the University. A part-time employee's entitlement will be pro-rated based on their percentage of appointment

The employee may (with the advance approval of their supervisor) and on a one-time basis carry this entitlement over for up to two (2) years in addition to any carry over approved under Article 11.2.1. This recognition is not subject to 11.2.2 and is not considered an earned entitlement that will be paid out on termination of employment.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

July 6/23

JULY 6, 2023

Bargaining Proposal: 12.3

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 12.3 – Sick Leave


An employee who is unable to perform their duties because of illness or injury must inform their supervisor as soon as possible. The employee will be granted leave of absence with pay due to illness or injury, up to a maximum of six (6) months for each **distinct** illness or injury. **In any event, the maximum sick leave that may be payable in any twelve (12) month period is six (6) months.** Where such illness or injury requires partial leave, such as a graduated return to work, the six (6) months' pay will be drawn down according to the employee's temporary parttime status. Total pay for leave will not exceed the equivalent of six (6) months' pay. **An employee may ask that any extenuating or mitigating factors be considered by the University for an extension of sick leave under exceptional circumstances should an employee have used a full six (6) months sick leave during a twelve (12) month period.**

In circumstances where more than twenty-four (24) months have passed since an employee has incurred six (6) months' sick leave for an illness or injury and there is a recurrence of a similar illness or injury, the employee shall be entitled to a further six (6) months of sick leave. This entitlement is only available should an application for long-term disability be denied and may only be utilized once. The University shall be entitled to require any and all reasonable medical documentation from the employee to support a request for eligibility for the additional sick leave. **Nothing within this paragraph precludes the parties from reaching agreement on the application of this provision should the circumstances warrant, provided such agreement is reached between AAPS and the University's Employee Relations unit.**

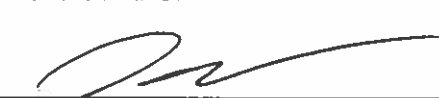
New employees in their probationary period will be granted sick leave with pay due to illness or injury, up to the number of days in their sick leave reserve. A new full-time employee in their probationary period will accumulate sick leave at a rate of one and a quarter (1 ¼) days for each month worked. A new part-time employee in their probationary period will accumulate sick leave as above, pro-rated based on percentage of appointment. A probationary employee's probationary period will be extended in the event the employee accumulates sick leave of one (1) month or more, by the period of the sick leave accumulated

For the University:


For the AAPS:




Mike Vizsolj
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director



Date



Date

Bargaining Proposal: 12.4

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 12.4 – Bereavement Leave

Employees shall be permitted up to five (5) days of paid leave of absence in the case of death in the immediate family. The employee shall notify their supervisor as soon as possible. Immediate family means parent, grandparent, spouse, common-law spouse, ~~same-sex partner~~, child, in-law, brother or sister. **For 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).**

Bereavement leave may be granted in other circumstances at the discretion of the supervisor. In exceptional circumstances, with the approval of the employee's supervisor, extended bereavement leave of up to three (3) additional days may be granted.

For the purpose of this article, exceptional circumstances may include instances where extensive travel is required to attend the funeral or memorial service, where an employee is responsible for making the funeral or memorial service arrangements, or where the employee is unable to work due to the emotional impact of the immediate family member's death.

The additional leave for 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 and among and among the Association's Indigenous membership within six (6) months of ratification.

For the University:

For AAPS:

Mike Vizsolc
Executive Director,
Employee and Labour Relations

Joey Hansen
Executive Director

July 6/23
Date

JULY 6, 2023

Negotiations between UBC and AAPS

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: 12.3

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 12.9 – Paid Leave (Christmas)

Retitle Article to Paid Leave (Winter)

As outlined in Article 10.4, in order to offset significant amounts of hours of work over and above the usual job requirements, employees who are normally scheduled to work may be granted three (3) days leave of absence with pay to be taken between ~~Boxing Day December 26th~~ and ~~New Year's Day January 1st~~ unless they are required to work for operational reasons.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

March 1/23

Date

Bargaining Proposal: 12.11 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Article 12.11 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events (NEW)

An 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 an Indigenous employee’s cultural practices. Examples of significant cultural events include, but are not limited to Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

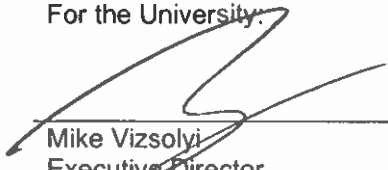
Leave under this provision is in addition to an Indigenous employee’s entitlement to leave under Article 19 – Bereavement Leave, as applicable.

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

The additional leave for 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 and among and among the Association’s Indigenous membership within six (6) months of ratification.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

July 6/23
Date

JULY 6, 2023

Bargaining Proposal: 12.11 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And


Association of Administrative and Professional Staff

Re: Article 12.11 – Birth of a Child (NEW)

An employee who is a non-birth parent shall be granted two days leave with pay for the birth of the employee's child.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date





Bargaining Proposal: General Wage Increases

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Document A – Classification Matrix & Salary Grid

The parties agree to amend the salary grids within Document A 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 a 6.75% general wage increase. (Note: Year 2 GWI is in recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).
- 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 – 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>

For the University:

For AAPS:



 Mike Vizsolyi
 Executive Director,
 Employee and Labour Relations



 Joey Hansen
 Executive Director

July 4/23

 Date

JULY 6, 2023

Bargaining Proposal: LOA #1

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia
And
Association of Administrative and Professional Staff

**Re: Letter of Agreement #1
Pay Structure and Salary Administration Process**

The University and AAPS recognize that a fair and competitive pay structure is essential to attract and retain Management & Professional employees. The parties agree to the following provisions of a salary administration plan and provisions to review the current pay structure. ~~This letter replaces the Letter of Agreement dated March 13, 2006 and incorporates the provisions outlined in the Final Order by Don Munroe dated January 29, 2007.~~

General Provisions:

1. The parties agree to the following principles and components, ~~within the University's ability to pay giving consideration to the University's overall financial circumstances,~~ for salary administration plan:
 - a) Internal equity – a comparison of the relative worth of jobs given the specific requirements of each job; internal equity applies to job families;
 - b) External equity/competitiveness – the 50th percentile of a representative comparator market is the midpoint of a job. The University should take into account market demands for qualifications and abilities;
 - c) A pay structure consisting of grades with ranges; the assigning of jobs to appropriate grades based on a classification/evaluation process; and
 - d) A salary administration plan for individual movement through the salary ranges.

2. In order to meet its commitment in paragraph 1(b), the University shall conduct a salary survey of the representative comparator market at appropriate intervals, **but no later than every five (5) years**
 - a) The University shall consult with AAPS on the methodology and the list of organizations that establish the comparator market prior to each survey.
 - b) A copy of the results of the salary survey shall be provided to AAPS.
 - c) **Subject to the considerations in 1. above,** the University shall implement any changes in a timely manner. **If more than a year passes from the date of the market survey results, comparator data shall be appropriately aged for market conditions and the UBC pay scale shall be appropriately aged with applicable general wage increases.**

- d) **Employees above mid-point shall not fall below mid-point of any adjusted salary range.**
- e) **In considering the application of the market survey, the Parties agree to discuss whether the maintenance of ratio above mid-point for specific job families, units or departments, or individual employees should be maintained within the agreed implementation plan. In order to address inequities identified in these discussions, the University agrees to establish and maintain a fund for the purpose of the circumstances captured within this provision of this Letter of Agreement. Such funding is in addition to, and not set off against, the overall costs of the market survey and is not incorporated into the establishment of the pool of money available for implementation and will not be considered as part of the University's overall financial circumstances.**

In the application of the foregoing principles it is understood that market surveys will be done by job family; and that issues of relativity as between job families will not preclude a market adjustment for a job that is otherwise appropriate.

- 3. Where an employee is paid a salary at the midpoint of the salary range it means that the employee possesses full job knowledge, qualifications and experience. In the normal course, employees will be hired, transferred or promoted between the minimum and midpoint of the salary range for a job. An employee who is hired, transferred or promoted above the midpoint means the employee possesses superior job knowledge, qualifications and experience.
- 4. **Career Progress Increments: The University shall ensure that employees are compensated to the midpoint of their salary range by the end of their fourth year in the position, from date of hire, subject to satisfactory performance. Where a career progress increment is withheld for performance reasons, the time period for an employee to reach midpoint shall be extended by the length of time that an increment has been withheld.**

There shall be up to four (4) increments from the salary at which an employee is hired to the midpoint of the salary range. An employee shall receive an increment once annually, no later than **their** anniversary date in the current position, provided that there is satisfactory performance in the job. Such increases require the approval of the Administrative Head of Unit and the Department of Human Resources.

- 5. **Salary Increases Beyond Midpoint: In accordance with the provisions of this paragraph, increases to employees' salaries beyond the midpoint of the salary ranges will be on the basis of a performance-based merit pay model, and will be effective no later than the anniversary date in their current position within the first year of merit assessment. In subsequent years, the employee will be considered eligible for an increase on the standard university merit effective date (typically July 1) of each year. Departments and Faculties will establish objective criteria to evaluate performance as the basis for merit pay models, based on their individual operational requirements. The Department of Human Resources will provide guidance to this process and will review criteria to ensure fairness and consistency in their application.**

Without limiting the generality of the foregoing, such increases may include adjustments to base salary, one-time only payments, re-earnable bonuses, other forms of salary adjustments, or combinations of these.

Employees paid at or above the maximum of a salary range shall not be eligible for performance-based increases.

The University will determine on an annual basis, ~~within its ability to pay~~ giving consideration to the University's overall financial circumstances, the amount(s) or range of any performance-based increases. In the event the University does not provide for any such increases, it shall provide the Association with the reasons for its decision. For the purposes of this Letter of Agreement, the University's overall financial circumstances shall include consideration of the following factors:

- overall financial situation including actual or projected revenues, expenses, surpluses and deficits;
- changes in actual or projected financial circumstances;
- student enrollment;
- research funding to the University; and,
- exigent or emergency circumstances impacting the University's financial situation.


It is understood that the University's audited financial statements and established budget practices shall be used in analyzing the University's overall financial situation.

6. General wage increases shall be the subject of negotiation with AAPS in collective bargaining. Employees above the maximum of a salary range shall be red-circled and ineligible for general wage increases until such time as their salary falls within the range established for the position.
7. The University may adjust the pay ranges for job families after consultation with AAPS.
8. The University may adjust the salaries (base salary, stipends, differentials and/or any other form of salary) of individual employees to respond to market demands, retention issues and/or anomalies.

Specific Provisions:


9. The salary grids in Document A reflect the new salary ranges to be with effect on July 1, 2023.

For the University:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations

For AAPS:



Joey Hansen
Executive Director

Date



July 6/23



JULY 6, 2023

Bargaining Proposal: LOA #2

The Parties agree to recommend the following changes to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

**Re: Letter of Agreement #2
Benefit Coverage Beyond Age 65**

The University and AAPS agree as follows:

This Agreement is intended to provide a comprehensive resolution that addresses the impact of Bill 31, Elimination of Mandatory Retirement, as it relates to the Agreement on Conditions and Terms of Employment between the parties.

The provisions of this agreement are outlined as follows:

1.00 Statement of Principles

- 1.01 The normal retirement date is the last day of the month in which the employee turns 65 (the "Normal Retirement Date").
- 1.02 An employee may retire on or prior to their Normal Retirement Date or an employee can work beyond their Normal Retirement Date.
- 1.03 Like those working prior to their Normal Retirement Date, an employee who decides to work beyond their Normal Retirement Date is required to perform the full scope of their duties and responsibilities.
- 1.04 An employee shall give written notice of retirement six months in advance of their planned retirement date should they wish to pursue the options contained in this letter of agreement.

2.00 Benefits

- 2.01 Benefit plan coverage will continue for employees who work past their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law (i.e., currently, under the Income Tax Act, an employee must begin taking their pension at the end of the year in which they turn 71), except as amended in paragraphs 2.05, 2.06, and 2.07 below.

2.02 The following benefit plans available to employees under the age of 65 remain in place for employees who work past their Normal Retirement Date in accordance with the terms of the Plans until the employee receives pension benefits, either voluntarily or as required by law:

- Extended Health Plan
- Dental Plan
- Optional Life Insurance for Members
- Medical Services Plan
- Employee and Family Assistance Plan

2.03 The Pension Plan available to employees under the age of 65 remains in place for employees who work past their Normal Retirement Date in accordance with the terms of the applicable Plan and applicable legislation.

2.04 The tuition fee benefit is not limited by age.

2.05 The following benefit plan available to employees under the age of 65 is reduced or limited for those who work past their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law:

- Basic Group Life Insurance coverage is reduced to 1.0 x basic earnings.

2.06 The following benefit plans will not be available to employees who work past their Normal Retirement Date:

- Optional Life Insurance coverage for spouses
- The Disability Benefit Plan (DBP) or the Income Replacement Plan (IRP) currently terminates benefits on the last day of the month in which the employee turns 65. In the event that in future there are changes in the DBP or the IRP regarding coverage beyond the last day of the month in which the employee turns 65, this provision will be superseded by any such change to the IRP.

2.07 In addition to the above, the following benefit plans will be modified for those employees who are on an unpaid leave of absence on or after their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law:

- Extended Health: Out-of-Country Emergency Travel Coverage and Assistance is limited to 60 days.
- Basic Group Life and Optional Life Insurance coverage may be maintained at the employee's cost for up to 24 months (maintenance of this coverage is extendable only with the approval of the carrier) and subject to the terms of the plan.

3.00 Sick Leave

- 3.01 There will be no change to the terms and conditions pertaining to short-term sick leave as provided for in the UBC/AAPS Agreement.
- 3.02 Where an employee who continues to work past their Normal Retirement Date is unable to perform their duties because of illness or injury and has exhausted their sick leave entitlement, the employee may take an unpaid leave of absence during which benefit coverage will be as provided for in paragraph 2.07.

4.00 Retirement Options

- 4.01 UBC Policy 49, ~~“Reduced Workload/Responsibility Appointment – Non-Academic Staff”~~, **HR9, “Reduced Work Policy”**, remains an option available to staff. For those working beyond their Normal Retirement Date, and reducing their workload under Policy 49 **HR9**, applicable paragraphs under section 2.0 above supersede terms related to Benefits in Policy 49 **HR9** (“Benefits”).
- 4.02 Alternatively, an employee who has reached the age of 55 and has had 10 years of full-time continuous service may apply to their Head/Director to take a retirement option as outlined in Option 1 or Option 2 provided for in paragraphs 4.11 and 4.12 respectively. Heads/Directors will give serious consideration to all requests and will respond to the employee giving reasons should their application be denied in full or in part. Where an employee believes appropriate consideration has not been given then they have access to the grievance procedure.
- 4.03 The purpose of the Retirement Options is to balance the desire of staff to continue to be productive in more flexible employment arrangements with the University’s need for certainty in managing our academic planning and operations, all the while maintaining cost neutrality.
- 4.04 The employee must give advance notice of their intention to seek this option (the “notice period”). Twelve months’ notice is preferred, but a minimum of six months is required, which may be waived by mutual agreement of the employee and the Head/Director.
- 4.05 Retirement Options are for a maximum of four years in total, (i.e. the notice period, plus the reduced workload).
- 4.06 An employee who takes a Retirement Option must continue to perform the full scope of their duties, but for a reduced workload.
- 4.07 Notice by an employee to enter into one of these options constitutes irrevocable notice to retire.
- 4.08 Salary during a Retirement Option is commensurate with percentage of workload performed.

4.09 Benefits provided during the Retirement Options are as provided for in Policy ^{HR9}49. For those working beyond their Normal retirement Date, and reducing their workload, applicable paragraphs under section 2.0 above supersede terms related to Benefits in Policy 49 HR9.

4.10 Option 1 – Phased-In Retirement Appointment

During a Phased-in Retirement Appointment, the employee’s workload will decrease over three years, in the first year to 75%, and then in the second or third year to 50%. This can be modified by mutual agreement of the employee and the Head/Director provided the minimum level of workload is 50%.

4.11 Option 2 - Part-Time Retirement Appointment


During a Part-Time Retirement Appointment an employee’s workload will decrease to 50% for the full three years. Employees may explore with their Head/Director a range of possibilities such as full time/partial-year to part-time full-year options.

5.00 Processes to Support Retirement

The University will supplement current retirement counseling options to provide a more holistic approach to retirement considerations.

For the University:

For the Union:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

March 27/23
Date

MARCH 27, 2023

Bargaining Proposal: LOA #3

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Letter of Agreement #3 – Professional Development

The University and AAPS recognize the value of professional development for management and professional (M&P) staff. The University has established a funded program designed to support professional development (PD) for its M&P staff.


The total amount funding available for this purpose is ~~\$760,000~~ **currently \$2,000,000** per fiscal year. ~~The fund will increase by the following amounts on a cumulative basis such that the fund will total \$2,000,000 at July 1, 2021.~~ **Current funding levels shall be maintained.**

July 1, 2020 \$500,000
July 1, 2021 \$740,000


The University will administer this fund. The parties agree that the program will be cost neutral to the University and that the cost of administering the fund will be borne by the fund (based on 10% of the total fund). Employees will be eligible to participate up to a maximum of \$550.00. The University reserves the right to set the maximum, however the University will consult with AAPS prior to any changes. The University will prepare an annual report on the M&P PD Fund by June 30th for the previous fiscal year for its purpose of assessing the fund guidelines and for greater transparency. The report will include information regarding the financial status of the fund, the number of employees who accessed the fund and purposes for which the fund has been used by M&P staff.

For the University:

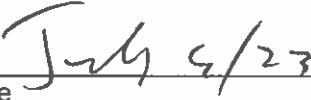
For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director



Date



Date

Bargaining Proposal: LOA #4

The Parties agree to recommend the following changes to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: **Letter of Agreement #4**
Search for Alternatives

Further to Article 9.1.4 the University commits to providing greater assistance to regular employees whose employment has been terminated ~~by creating through a Career Transition Consultant~~ **career transition consultant** position. ~~for the period of two years. On a trial basis, This~~ position is intended to enhance the work performed by the Human Resources Advisors by coaching staff in transition and referring them to appropriate resources as they explore their developmental and career options within or beyond the University. The ~~Career Transition Consultant~~ **career transition consultant** will give priority to employees who are in transition.

~~As this is a pilot position, the~~ The University's obligations set out in 9.1.4 may be fulfilled by either the Human Resources Advisor or the ~~Career Transition Consultant~~ **career transition consultant**.

The effectiveness and ability to fund the ~~Career Transition Consultant~~ **career transition consultant** position will be evaluated by the University ~~annually~~ **periodically**. If it is determined that it is no longer viable to continue with the position, the University will provide six months' notice to AAPS ending Letter of Agreement #4.

The parties agree to refer discussion about the University's obligations set out in Article 9.1.4 to the Information Sharing and Information problem Solving (ISIPS) meeting

For the University:

For the Union:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

March 27/23

MARCH 27, 2023

Bargaining Proposal: LOA #5

The Parties agree to recommend the following changes to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia
And
Association of Administrative and Professional Staff

**Re: Letter of Agreement #5
Employee Classifications at UBC Okanagan**

The parties agree to defer the matters of employee classifications at UBC Okanagan campus to the Information Sharing and Informal Problem Solving (ISIPS) meeting for further discussion. In addition to the regular participants of ISIPS, both parties agree to include individuals working at the UBC Okanagan campus.

Notwithstanding the provisions of Article 5.4.5 of the Agreement on Conditions and Terms of Employment, to validate the University's approach to classification of positions at UBC Okanagan, AAPS may directly refer representative job descriptions/classifications to the University for review.

For the University:

For the Union:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

March 27/23
Date

MARCH 27, 2023

Bargaining Proposal: LOA #9

The Parties agree to recommend the following renewal to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

**Re: Letter of Agreement #9
Spiritual Cultural and Religious Observances**


The University recognizes and values staff from a diverse range of religious backgrounds. In some situations, they may require time away from work for religious observance.

In the event an employee requires time away from work for religious observances, they should make their requests to their Manager or Administrative Head of Unit with as much notice as possible. Managers will make every reasonable effort to approve any such requests.

Employees may request to take the time off as an unpaid leave of absence, vacation, or by re-scheduling their work hours.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

July 4/23

JULY 6, 2023

Negotiations between UBC and AAPS

Date Tabled: _____

Time Tabled: _____

Bargaining Proposal: LOA #10

The Parties agree to recommend the following renewal to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

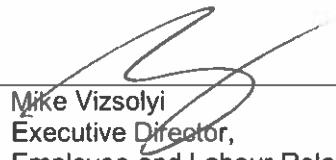
Association of Administrative and Professional Staff

**Re: Letter of Agreement #10
Personal Emergency Leave**

Employees shall be granted up to one (1) full working day with pay each year to deal with a personal emergency, upon notifying their manager.

For the University:

For the Union:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

March 27/23

MARCH 27, 2023

Bargaining Proposal: LOA #11 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: **Letter of Agreement #11
Grievances**

The parties agree that the processes set out in Article 7.7 and 7.8 of the Framework Agreement are superseded by the enclosed provisions. Articles 7.7.1 through 7.7.3 are replicated herein for reference purposes only as Provisions 1 to 3.

1. Interests of Parties

The parties have a clear and direct interest in a procedure that provides for timely resolution in the event that their agreement is violated.

An effective procedure must emphasize:

- a problem solving approach,
- a means for interest reconciliation as close as possible to the point of origin,
- a mechanism for finality.

While individuals may initiate grievances, AAPS will decide whether to advance, settle or arbitrate them.

Time limits and other requirements for the performance of this grievance procedure may be extended/amended by mutual consent of the parties.

2. Definition

A grievance is a claim by AAPS or the University that there has been a violation of the collective agreement. **A grievance may be categorized as either an individual/group grievance or a policy grievance.**

- a) **An individual/group grievance involves a member or members with a single administrative head of unit and/or an issue arising from a single incident or application of University policy, procedure, rule, guideline or the ACTE.**
- b) A policy grievance is one that **explicitly involves** a question of general application, administration, or interpretation of this Agreement, **arising out of a common set of determinative facts.** Policy grievances start at Step 2 3, with notification to the Associate Vice President, Human Resources, in place of Dean or Vice President **and the University's Employee Relations representative(s).**

- c) **University Grievance is one that is initiated by the University and may be of an individual or policy nature but must be filed with AAPS and not an employee. Such grievances shall commence at Step 3 with AAPS having conduct of the grievance as the responding party and subject to the procedural requirements that would fall to the University in the event of an individual/group or policy grievance.**

3. Informal Approach

Nothing in the following procedure precludes informal discussion of the parties leading to settlement of the grievance or seeking advice on issues arising at any stage of the procedure.

4. Step 1

Within sixty days from the event about which a complaint is based or from the date of knowledge of the event, ~~the grievor(s) discuss the grievance with the administrative head of the unit concerned~~ **any complaint or grievance must be taken up verbally between the employee and the department.**

The grievor(s) shall have the right to have a representative from AAPS present at any meeting to discuss the grievance.

~~Discussion at this stage is without prejudice to later stages of the grievance procedure.~~

If a settlement is reached within twenty-eight days, the settlement will be written and signed by the head **or manager** and grievor(s). The head **University** must provide a copy of the settlement to AAPS. Settlements at this stage do not establish precedents for settlement of other complaints. Settlements must be consistent with Article 1.2.2 of the Agreement on Conditions and Terms of Employment.

5. Step 2

If the grievance is not resolved within twenty-eight days of being raised with the head **or manager**, and the grievor(s) and AAPS wish to pursue a resolution, AAPS shall write to the Vice President (Dean, if the unit is in a Faculty) or designate, within the next twenty-one days.

~~If requested, the Vice President/Dean or designate will meet with the grievor(s) accompanied by a representative of AAPS. The University, represented by an appropriate departmental authority and Human Resources, shall meet with the grievor, accompanied by a representative of AAPS. The intent of this step of the process is to engage in thorough discussion towards resolving the grievance.~~

~~Within twenty-one days of having received the grievance in writing the Step 2 meeting, the Vice President/Dean or designate **department or Human Resources** will provide a written decision on the disposition of the grievance to the grievor(s) and AAPS, with a copy to the Associate Vice President, Human Resources.~~

6. Step 3

A grievance that is unresolved at Step 2, or initiated at Step 3, shall be discussed between the University's Employee Relations representative(s) and AAPS at an in-person meeting with the appropriate administrative authority and the grievor(s).

The parties agree that the Step 3 process is intended to ensure complete understanding of the position(s) being advanced by AAPS and the University in order to maximize the opportunity to resolve the dispute. To that end, the parties agree to exchange as much relevant information as is practicable in advance of the Step 3 grievance meeting.

Failing settlement, a formal Step 3 response shall be provided within twenty-one days of the grievance meeting.

7. Arbitration

Within twenty-one days of receipt of a formal Step 3 response denying a grievance, the dispute may be referred to arbitration. An arbitrator will be selected by mutual agreement of the parties. If the parties fail to agree on an arbitrator within fourteen days, ~~the Chief Justice of the Supreme Court of British Columbia~~ **the designated appointing authority as defined in the *Arbitration Act*** will be requested to make the selection.

The provisions of the ~~Commercial Arbitration Act~~ apply to an arbitration, with the exception of the provisions in the Act relating to costs (**Section 50**) and **privacy and confidentiality (Section 63)**. **The Parties agree that published arbitration decisions shall be anonymized in such a manner as to make the grievor unidentifiable.**

Each party to the arbitration will be responsible for its own costs and will pay one half of the costs of the arbitrator and any shared arbitration expenses.

Recognizing the importance of timely decisions to the smooth operation of the University and to the grievor(s), the parties will attempt to set the arbitration dates as soon as possible. ~~The arbitrator will render their decision within fourteen days of the end of the hearing.~~ The arbitrator's decision will be final and binding on the parties. No arbitrator may amend a provision of the collective agreements.

Matters raised to Arbitration under this provision may be referred, by mutual agreement, to the Grievance Resolution Process set out in Letter of Agreement # 12.

8. Additional Provisions

- **The parties agree that any grievance involving suspension or termination shall be initiated at Step 3 of this grievance procedure.**


9. Joint Consultation

Both AAPS and the University value regular discussion to share information and to anticipate and resolve informally the problems facing them. The establishment of agenda and regularly scheduled, informal meetings is the joint responsibility of the ~~President of AAPS and the Associate Vice President, Human Resources~~ **parties**. No minutes are kept. ~~To promote constructive communication, participants at these meetings serve renewable terms of one year.~~


All references to ISIPS within the ACTE to be updated to refer to Joint Consultation.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director



Date



Bargaining Proposal: LOA #12 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: **Letter of Agreement #12**
Grievance Resolution Process

By mutual agreement, any matter in dispute between the parties and subject of a live grievance, except for discipline imposed as a suspension or termination, shall be considered viable for resolution within the process set out in this Letter of Agreement.

1. The parties agree to request Ken Saunders set aside one day every six months to serve as arbitrator. In the event that Arbitrator Saunders is not available, the parties agree to appoint the following on a rotating basis.
 - Koml Kandola
 - Gabe Somjen
 - Jackie de Aguayo
2. While the intention is to resolve matters without the involvement of legal counsel, the parties may attend a hearing held under this process with legal counsel. A party choosing to attend the hearing with legal counsel must declare their intent to do so prior to the parties agreeing to employ this process
3. Multiple cases may be heard in a single session.
4. The parties shall provide the arbitrator brief written submissions, at least one week in advance of the hearing, including:
 - a summary of the issue;
 - the alleged violation of the collective agreement, policy, rule, or procedure; and,
 - the remedy sought.
5. The hearing will employ the caucus model and no witnesses will be called; rather the Arbitrator will review the submissions, speak with the Parties either together or apart, interview the grievor (where appropriate) and render a binding decision.
6. Any such decision rendered under this clause will be of non-precedential value and cannot be relied upon by either Party in future grievances or arbitrations.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

July 6/23

Date

JULY 6, 2023

Bargaining Proposal: LOA 13 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Letter of Agreement #13 – Overpayments (New)


The parties acknowledge that the orderly facilitation of repayment of payroll overpayments is a matter of mutual interest.

The University agrees to approach such overpayments consistent with the following principles:

1. That an employee must be provided with notice of any overpayment and provide agreement with the proposed repayment schedule prior to implementation.
2. That the repayment schedule should be, at a minimum, applied over the same number of pay periods in which the overpayment occurred.
3. That the repayment schedule should be sufficient to cause the overpayment to be fully corrected within the same calendar year as the overpayment occurred.

For the University:

For AAPS:


Mike Vizsolyi
Executive Director,
Employee and Labour Relations


Joey Hansen
Executive Director

Date

March 30/23

MARCH 30, 2023

Bargaining Proposal: LOA #14

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Letter of Agreement – 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 July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Schedules A/B/C of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

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

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

For the University:


For AAPS:



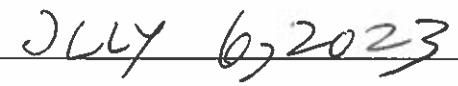
Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hanson
Executive Director



Date



Bargaining Proposal: LOA 15 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: **Letter of Agreement #15**
Re: Article 9.1.4 – Placement Search Database (New)

The parties agree that the establishment and maintenance of a database for term employees or employees on notice is to be explored by the University.

The intention is that employees on notice will have the option of placing their CV in the database, which can be accessed by hiring managers at the University. Should a hiring manager at the University wish to hire an employee on the database, the provisions of Article 5.3 requiring the posting of a vacant position may, at the sole discretion of the University, be waived.

The parties agree to examine any options that the University determines may be viable, practical and cost-effective for such a database through the Joint Consultation process set out in Article 7.8.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date

July 6/23

JULY 6, 2023

Bargaining Proposal: LOA 16 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And


Association of Administrative and Professional Staff

Re: Letter of Agreement #16 – Job Classification (New)

The parties agree to engage in a consideration and review of the current classification system and potential alternatives through Joint Consultation, with discussions to commence in September, 2024.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date July 6/23

JULY 6, 2023

Bargaining Proposal: LOA 17 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

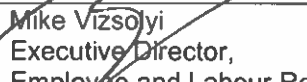
Association of Administrative and Professional Staff

Re: Letter of Agreement #17 – Long Service Recognition (New)

Employees with twenty-six (26) or more years of service as at the date of ratification of the ACTE will be entitled to the Long Service Recognition set out in Article 11.2.4. The carry-over period shall be extended to three (3) years and the provision remains an unearned entitlement not subject to Article 11.2.2 and for which no payout will be made.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations

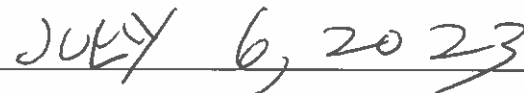


Joey Hansen
Executive Director

Date



July 6/23



JULY 6, 2023

Bargaining Proposal: LOA 18 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Letter of Agreement #18 – Conflict Resolution Specialist (New)

The University is reviewing the feasibility of retaining a Conflict Resolution Specialist to enhance early intervention opportunities to address instances of workplace conflict that may involve AAPS members.

The intent of the position would be to provide an avenue for departments and units to access a specialist when workplace conflict is detected and providing early and pre-escalation conflict resolution.


While the position will be considered excluded from AAPS under Article 4.0 iii) of the Framework Agreement, the mandate of the Conflict Resolution Specialist will include addressing issues of workplace conflict involving AAPS members.

For the University:

For AAPS:



Mike Vizsolyi
Executive Director,
Employee and Labour Relations



Joey Hansen
Executive Director

Date July 6/23

JULY 6, 2023

Bargaining Proposal: LOA #19 (New)

The Parties agree to recommend the following change to the Agreement on Conditions and Terms of Employment:

Between the
University of British Columbia

And

Association of Administrative and Professional Staff

Re: Letter of Agreement #19
RE: Article 10.3 – Workplace Options (Hybrid Work)

Where an employee requests a flexible working arrangement that does not impede business operations, such a request shall not be unreasonably denied and may be periodically reviewed. For the purposes of this Letter, it shall not be considered unreasonable for an administrative head of unit to require an employee to attend the office on set days or for a set number of days.

It is agreed and understood that all such arrangements shall be subject to University Policies and/or guidelines or any changes to such Policies and/or guidelines. The University agrees to engage consult with AAPS prior to any proposed changes to such Policies and/or guidelines being submitted to the Board of Governors for consideration.

For the University:

For AAPS:


Mike Vizsolyi
Executive Director,
Employee and Labour Relations


Joey Hansen
Executive Director

Date

July 6/23

JULY 6, 2023



April 28, 2023

Hand Delivered

Association of Administrative and Professional Staff
208 - 6190 Agronomy Rd
Vancouver BC V6T 1Z3

Attention: Joey Hanson, Executive Director

Dear Mr. Hanson:

**Re: Health Spending Account
Personal Spending Account**

This letter serves to provide the University's commitment to increase the Health Spending Account available to qualifying AAPS members from \$200 per year to \$400 per year, effective January 1, 2024.

In addition, this letter confirms the University's commitment to establishing a Personal Spending Account qualifying AAPS members in the amount of \$200 per year, effective January 1, 2024. The Personal Spending Account is to be used for wellness costs like fitness, health products and services and financial related products and is subject to the guidelines established by the University's insurance provider for eligible products and services. For information, this is a taxable benefit for claims made and unused funds will not be carried over from one year to the next. For reference, we have attached Sun Life's current list of eligible products and services.

Yours truly,

THE UNIVERSITY OF BRITISH COLUMBIA

Mike Vizsolyi
Executive Director, Employee and Labour Relations
michael.vizsolyi@ubc.ca

Eligible expenses for Sun Life's Personal Spending Account

With Sun Life's enhanced Personal Spending Account (PSA), employees will benefit from a broad range of expenses in one inclusive list. This is a list of the eligible expenses available for the PSA.

Fitness services

- ✓ fitness club or gym memberships
- ✓ registration fees for virtual fitness classes
- ✓ registration fees for fitness-related programs, lessons or courses (such as aerobics, yoga, dance and martial arts)
- ✓ sports team memberships and registration fees
- ✓ annual memberships or daily passes to athletic facilities (such as access to golf courses, racquet clubs and ski hills)
- ✓ personal trainers, fitness consultants, lifestyle consultants and exercise physiologists
- ✓ registration fees for fitness-related events (such as walks, runs and races)
- ✓ recreational activity fees (such as boating fees, camping fees and trail passes)
- ✓ fees for athletic facilities and equipment rental costs
- ✓ fitness-related apps, software and programs
- ✓ hunting and fishing licenses

Fitness equipment

- ✓ purchase or rental of exercise equipment (such as treadmills, exercise bikes, universal gyms and weights)
- ✓ specialized sports equipment (such as skates, bikes, non-motorized boats, rackets and clubs)
- ✓ fishing gear and supplies, camping gear, tents and sleeping bags
- ✓ jogging or cycling strollers
- ✓ specialized athletic footwear (such as running shoes, golf shoes and swim fins)
- ✓ fitness-related apparel (such as running jackets, cycling shorts and sunglasses)
- ✓ athletic safety equipment (such as helmets, eye protection and mouth guards)
- ✓ fitness tracking tools (including watches) and heart-rate monitors
- ✓ fitness consoles and accessories, DVDs and downloadable work-out videos

Health products and services

- ✓ weight management programs (excluding food)
- ✓ nutrition programs and counselling
- ✓ cholesterol and hypertension screening
- ✓ smoking cessation programs and products
- ✓ maternity services and accessories (such as Doulas, Midwives and classes)
- ✓ services provided by iridologists, herbalists, Chinese medical practitioners and acupressurists
- ✓ other alternative wellness services (such as Reiki, Rolfing and light therapy)
- ✓ stress management programs
- ✓ first aid and CPR (cardiopulmonary resuscitation) training
- ✓ health, fitness or lifestyle assessments (such as fees for allergy testing, ergonomic assessments and genetic testing)
- ✓ vitamins, supplements, herbal products, blenders and juicers
- ✓ sleeping aids (such as orthopaedic mattresses and pillows, darkening blinds, white noise machines and ear plugs)
- ✓ medical alert products and services
- ✓ personal care items (such as heating pads, thermometers, sunscreen, teeth whitening kits and denture products)
- ✓ life coach services or fees for spiritual or wellness retreats (excludes the cost of travel and accommodations)
- ✓ cosmetic procedures (such as Botox, dermabrasion and tattoo removal)
- ✓ health-related apps, software and programs
- ✓ day-spa services (such as baths, saunas and aesthetic treatments)

Life's brighter under the sun

Sun Life Assurance Company of Canada is the insurer of this product, and is a member of the Sun Life group of companies.





Education and personal development

- home office equipment (such as ergonomic chair/desk, and sound proofing barriers) and fees for secure shredding services
- tuition fees for university, college or continuing education (including books and supplies)
- fees for language training and tutoring
- fees or dues for professional memberships or associated with maintaining a professional designation
- hobby or general interest classes and supplies (including cameras)
- personal computers, accessories and software
- online courses offered through a recognized educational institution requiring registration
- internet services (statements used as receipts must include the payment amounts and date)
- cultural activity passes or tickets (for things like museums, zoos, music concerts, plays, operas and symphonies)
- lessons, courses, seminars and conferences (including books, instruments, supplies and accessories)
- hard cover and online reading materials, subscriptions and book club memberships (including e-readers and apps)
- online audio subscriptions, audio books and apps
- music, music streaming services and apps
- finance related apps, software and programs
- smartphones and tablets



Green living

- public transit passes
- solar energy and wind energy products
- energy home audits, cost to upgrade windows, programmable thermostats and weather stripping
- home insulation materials for heating or cooling
- air purification systems and installation costs
- lead pipe and asbestos removal from home
- composters, rain barrels, recycling bins and recycling fees for atypical items (such as electronics)
- appliances certified as energy efficient and other energy efficient products for home heating, cooling and lighting (such as tankless water heaters and compact fluorescent light bulbs)
- car or bike sharing memberships and usage fees (excluding fuel costs and repair fees)



Work-life balance

- childcare expenses (includes educational expenses and materials)
- elder-care expenses
- food delivery services (does not include the cost of food)
- pet-care services (such as kenneling, obedience training, dog walking and veterinarian fees)
- domestic services (such as house cleaning, snow removal, landscaping and moving services)
- intelligent personal assistant (IPA) devices



Safety initiatives

- baby safety equipment
- first aid products (such as bandages, Automated External Defibrillators (AED) and disinfectant)
- smoke alarms, carbon monoxide (CO) detectors, fire extinguishers and fire escape ladders
- Personal Protective Equipment (PPE), including fees for sanitation, gloves, masks and hand sanitizer, purchased for personal use
- protective safety equipment (such as safety boots, eye protection and safety gloves)
- life jackets, bear spray, rescue equipment and avalanche kits
- home security systems and associated fees



Professional services

- estate planning, financial investment counselling and tax return preparation
- legal expenses (such as wills, divorces, and house purchases or sales)



Insurance premiums

- Life and Critical Illness insurance premiums, as well as Long Term Care facility premiums
- pet insurance premiums



Financial

- Registered Retirement Savings Plan (RRSP) contributions
- Registered Education Savings Plan (RESP) contributions
- Registered Disability Savings Plan (RDSP) contributions
- Tax-Free Savings Account (TFSA) contributions
- fraud prevention/assistance and credit monitoring services and products



THE UNIVERSITY OF BRITISH COLUMBIA

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July 6, 2023

Hand Delivered

Association of Administrative and Professional Staff
208 - 6190 Agronomy Rd
Vancouver BC V6T 1Z3

Attention: Joey Hansen, Executive Director

Dear Mr. Hansen:

Re: Market Survey Implementation Equity

This letter serves to provide the University's commitment to provide stand-alone funding to support the internal equity provisions set out in Letter of Agreement #1, under General Provisions 2. (e).

The University agrees to set the funding available under the referenced provisions at \$600,000 per market survey cycle.

Yours truly,

THE UNIVERSITY OF BRITISH COLUMBIA

A handwritten signature in blue ink, appearing to be 'Mike Vizsolyi'.

Mike Vizsolyi
Executive Director, Employee and Labour Relations
michael.vizsolyi@ubc.ca