

## MEMORANDUM OF AGREEMENT

Between

The University of British Columbia Aquatic Centre

(the "University")

and

Canadian Union of Public Employees, Local 116

(the "Union")

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

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

All provisions of the current agreement in effect from January 1, 2020 through December 31, 2022 shall continue in effect except as specifically amended or altered by this memorandum. Letters of Understanding and Letters of Agreement are not renewed except as provided for in #3 below.

### 2. Amendments and alterations agreed to in negotiation meetings

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

Article	Subject Matter	Date of Tentative Agreement
	Omnibus Housekeeping	March 13, 2023
	Changes to Job Titles	March 13, 2023
	Land Acknowledgment	March 13, 2023
	Preamble	March 13, 2023
2.02	Union Officers and Committee Members	March 13, 2023
3.02	No Discrimination	March 13, 2023
4.03	Transmittal to Union	March 13, 2023
5.03(C)	Student Employee	March 20, 2023
5.04	Casual Employee	March 20, 2023
8	Grievance Procedure	March 13, 2023
9.01	List of Arbitrators	March 20, 2023
12.03	Trial Period	March 20, 2023
13.00	Layoff and Recall	March 13, 2023
14.01(C)	Normal Hours – Permanent and Casual Employees	March 28, 2023
14.04	Overtime and Overtime Rates	March 28, 2023
14.05	Student and Casual Work Scheduling	March 28, 2023
14.11	Shift Premium	March 28, 2023
14.12	Weekend Premium	March 28, 2023
14.13	Instructional Wage Rates	March 28, 2023
15.01	Paid Holiday Entitlement	March 13, 2023
17.02	Sick Leave Entitlement	March 20, 2023

17.03	Sick Leave Bank	March 20, 2023
18.02	Bereavement Leave	March 28, 2023
18.05	Academic Leave	March 20, 2023
18.06	General Leave	March 20, 2023
18.09	Indigenous Leave for Ceremonial, Cultural or Spiritual Events	March 13, 2023
18.10	Religious and Cultural Observance Leave	March 13, 2023
19.01	Pay Periods	March 13, 2023
19.02	Increment Policy	March 28, 2023
20.04	Job Classification Umpire	March 13, 2023
25.03	Recertification	March 28, 2023
25.04	Clothing Allowance	March 28, 2023
27.01	Duration of the Collective Agreement	March 28, 2023
Schedule A	Wages	March 28, 2023

### 3. Letters of Understanding and Agreement

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

Letter	Subject Matter	Date of Tentative Agreement
LOU #1	Overpayments	March 20, 2023
LOA #1	Scheduling and Staffing Levels Working Group	March 28, 2023
LOA #2	Targeted Wage Adjustment – Front Desk Attendants	March 28, 2023
LOA #3	Cost of Living Adjustment	March 28, 2023
LOA #4	Public Sector Wage Increases	March 28, 2023

### 4. Salary Grid

#### General Wage Increases

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

January 1, 2023	Increase all rates of pay by a flat \$0.25/hour and a 3.24% GWI.
January 1, 2024	Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).
January 1, 2025	Increase rates of pay by the annualized average of BC CPI over twelve months starting March 1, 2023 to a minimum of 2% and a maximum of 3%, subject to the COLA LOA.

### 5. Term

The term of the agreement shall be from January 1, 2023 and up to and including December 31, 2025.

**6. Ratification**

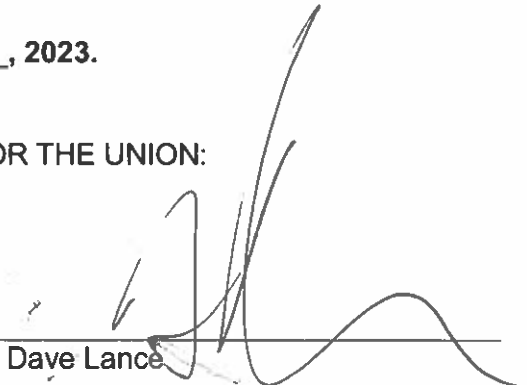
When both parties have ratified the agreement and notified each other in writing, the agreement shall come into effect.

Agreed to this 28<sup>th</sup> day of March, 2023.

FOR THE UNIVERSITY:

FOR THE UNION:

  
\_\_\_\_\_  
Sabriena Auja

  
\_\_\_\_\_  
Dave Lance

  
\_\_\_\_\_  
Taira Jolie

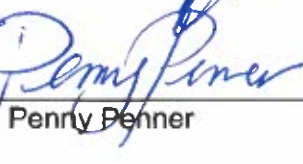
  
\_\_\_\_\_  
Jessica Clement

  
\_\_\_\_\_  
Kimberly Haughian

  
\_\_\_\_\_  
Kendra Dunning

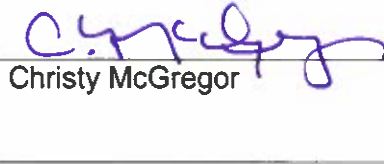
  
\_\_\_\_\_  
Adrian Greszala

  
\_\_\_\_\_  
Nika Everson

  
\_\_\_\_\_  
Penny Penner

  
\_\_\_\_\_  
Jim McKay

\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Christy McGregor

Date Tabled: March 13, 2023

Time Tabled: 5:22pm

UBC Response

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: ARTICLES 1, 5, 6, 9, 10, 11, 12, 16, 23, 26**

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The following articles will be amended as set out below:

**Article 1.01 Management Rights**

The University retains all of the rights and privileges customarily vested with management, save and except as expressly limited by a provision of this Agreement.

~~1.02~~

In the process of exercising its management rights, the University shall not act in a discriminatory, arbitrary or bad faith manner.

**Article 5.01 Probationary Employee**

**Article 5.02 Permanent Employee**

**Article 5.03 Student Employee**

**Article 5.04 Casual Employee**

**Article 5.05 Winter and Summer Sessions**

**Article 6.01 No Strikes or Lockouts**

**Article 9.01 List of Arbitrators**

**Article 9.02 Arbitration Procedure**

**Article 10.01 Discipline Procedure**

**Article 10.03 Adverse Report**

**Article 11.01 Seniority**

**Article 11.03 Seniority List**

**Article 12.01 Job Posting**

Article 12.02 **Job Selection**

Article 16.01 **Entitlement**

- a) Permanent employees shall be entitled to paid annual vacations on the following basis:
- i. During the first (1st-) calendar year or part calendar year of service: 1.25 days' vacation for each month or part-month greater than one-half worked,
  - ii. During the second (2nd-) calendar year of continuous service, up to and including the fifth (5th-) calendar year of continuous service: three (3) weeks,
  - iii. During the sixth (6th-) calendar year of continuous service, up to and including the eighth (8th-) calendar year of continuous service: four (4) weeks,
  - iv. During the ninth (9th-) calendar year of continuous service, up to and including the thirteenth (13th-) calendar year of continuous service: five (5) weeks,
  - v. During the fourteenth (14th-) calendar year of continuous service and in each calendar year of continuous service thereafter: six (6) weeks.
- b) Student and casual employees shall be eligible for vacation pay in accordance with the *Employment Standards Act*.

Article 23.031 **Technological and Other Change**

Article 26.01 **Contracting Out Specialty Instruction**

Article 26.02 **Speciality Instruction Limitations**

Article 26.03 **Union Notification**

Article 26.04 **Application of Increment Policy**

Article 26.05 **Rates of Pay**

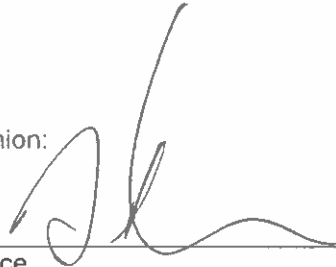
For the University:



Sabriena Adijla  
Senior Employee Relations Manager

March 13, 2023  
Date

For the Union:



David Lance  
President

March 13/23  
Date

Date Tabled: march 13, 2023

Time Tabled: 5:18pm

Bargaining Proposal: Housekeeping: Changes to Job Titles

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


Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

Re: Changes to Job Titles

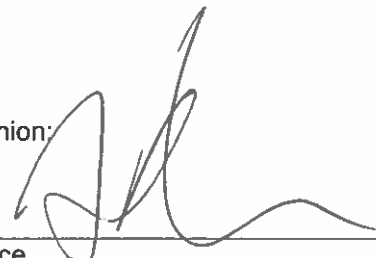
The following changes to job titles will be made throughout the collective agreement:

- Cashier Attendant will be changed to Front Desk Attendant
- Clerk 2 will be changed to Administrative Clerk

For the University:

  
\_\_\_\_\_  
Sabriena Aujla  
Senior Manager, Employee Relations

For the Union:

  
\_\_\_\_\_  
Dave Lance  
President, CUPE 116

march 13, 2023  
\_\_\_\_\_  
Date

march 13/23  
\_\_\_\_\_  
Date

Date Tabled: March 13, 2023

Time Tabled 5:26pm

**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

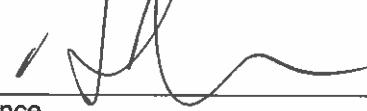
**Re: Land and Territorial Acknowledgment**

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

For the University:

  
\_\_\_\_\_  
Sabrina Aujla  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 13, 2023  
\_\_\_\_\_  
Date

March 13, 2023  
\_\_\_\_\_  
Date

Date Tabled: March 13, 2023

Time Tabled: 2:50pm

Bargaining Proposal: Preamble

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

Between the  
University of British Columbia Aquatic Centre  
And  
Canadian Union of Public Employees  
Local 116

Re: **Preamble**

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Delete and replace with:

~~The purpose of this Agreement is to establish mutually satisfactory working conditions, wages and benefits for the employees, to maintain collective bargaining relations between the University and the Union and to provide for the prompt resolution of disputes.~~

**This is the Collective Agreement between the University of British Columbia Aquatic Centre and the Canadian Union of Public Employees, Local 116, collectively 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:**

- 1. The efficient operation of the University;**
- 2. fostering and enhancing a diverse, inclusive, equitable, anti-racist and respectful workplace that reflects the values of the University and the Union;**
- 3. continuing and enhancing a harmonious and mutually beneficial relationship between the University and its employees;**
- 4. continuing and enhancing a collaborative, professional and respectful relationship between the University and the Union;**
- 5. 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.**

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




For the University:

  
\_\_\_\_\_  
Sabrina Avila  
Senior Manager, Employee Relations

march 13, 2023  
Date

For the Union:

  
\_\_\_\_\_  
Dave Lance  
President, Local 116

d lance 13/23

Date Tabled: march 13, 2023

Time Tabled: 5:27pm

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: Article 2.02 - Union Officers and Committee Members**

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2.02 Union Officers and Committee Members


- a) Recognition: The University recognizes Stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to this collective agreement and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit. **The Union shall notify the University in writing of the names of these Stewards.**
- ~~b) Limitation: The number of Stewards recognized by the University shall not exceed three (3) at any one time and the Union shall notify the University in writing of the names of these Stewards.~~
- b) Access: An authorized representative of the Union shall be permitted to enter the premises at a reasonable time in the interest of the employees covered by this agreement, provided that the Manager or designate is first contacted and the employee's approval has been received, which approval shall not be unreasonably denied. The Union agrees that there will be no disruption of employees' duties by the Union representative entering the premises.
- c) Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the University, participation in arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.
- d) When an employee has been selected by the Union to attend a conference, convention or other union function, the Union will reimburse the University for the employee's wages if the University replaces the employee on such leave.

For the University:

  
\_\_\_\_\_  
Sabriena Auja  
Senior Employee Relations Manager

march 13, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

march 13/23  
\_\_\_\_\_  
Date

Date Tabled: march 13, 2023

Time Tabled: 3:24 pm

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: Article 3.02 – No Discrimination**

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3.02 No Discrimination

All employees shall be protected from discrimination on the protected grounds set out in the Human Rights Code. These grounds are: **Indigenous identity**, race, colour, ancestry, place of origin, marital status, sex, sexual orientation, **gender and gender identity**, family status, physical or mental disability, political belief, religion, age, or unrelated criminal conviction. An employee may not be discriminated against by reason of their membership or activity in the Union.

For the University:

  
Sabriena Aujla  
Senior Employee Relations Manager

march 13, 2023  
Date

For the Union:

  
David Lance  
President

march 13/23  
Date

Date Tabled: march 13, 2023

Time Tabled 3:20 pm

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: Article 4.03 – Transmittal to Union**

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4.03 Transmittal to Union

Before the tenth (10th) working day of the following month, the University will forward the collected dues, ~~by cheque,~~ to the Treasurer of the Union, together with a detailed list of names and amounts deducted.

For the University:

  
\_\_\_\_\_  
Sabrina Auja  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
David Lance  
President

march 13, 2023  
\_\_\_\_\_  
Date

march 13/23  
\_\_\_\_\_  
Date

Date Tabled: march 20, 2023

Time Tabled: 2:03pm

Bargaining Proposal: Article 5.03(C) – Student Employee

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

**Re: Article 5.03 (C) – Student Employee**

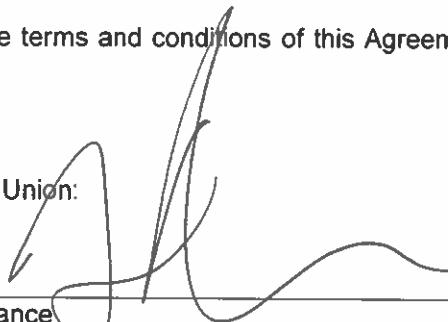
- a) Student Employee: is an employee who is currently registered as a UBC student, in a recognized undergraduate course of study for which a minimum of nine (9) credits are to be granted during the academic term in which the employee is working, or when the employee is working during the summer session, for which a minimum of eighteen (18) credits are to be granted in that academic year, or one who is a registered UBC Graduate Student and is actively pursuing such course of study.
- b) Student employees normally work less than fulltime hours in accordance with article 14.05. Student employees normally work a maximum of twenty (20) hours per week during the winter session.
- c) Student employees shall normally be permitted to work **until the September 30th following their graduation, or** for one (1) four (4) month semester period immediately following their graduation, **whichever comes later.**  
~~Notwithstanding this, graduating students, who have applied for admission into another recognized full-time UBC program, shall be permitted to work until September 30th of the year in which the student graduates. Graduating students seeking to work until September 30th under this subsection must provide proof, satisfactory to the University, that the student has applied for admission into the other recognized program of study.~~
- d) Student employees shall only be eligible for the terms and conditions of this Agreement where such eligibility is explicitly stated.

For the University:



Sabriena Auja  
Senior Manager, Employee Relations

For the Union:



Dave Lance  
President, CUPE 116

march 20, 2023  
Date

march 20/2023  
Date

Date Tabled: march 20, 2023

Time Tabled: 2:04pm

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: Article 5.04 – Casual Employee**

**5.04 Casual Employee**

Casual Employee: is a non-student employee hired on an as needed basis to assist or supplement the permanent and student work-force in the performance of bargaining unit work. Casual employees shall serve a three (3) month probationary period and shall be eligible only for those terms and conditions of this Agreement where such eligibility has been explicitly stated. ~~The initial period of employment for any casual employee shall be three (3) consecutive calendar months. Should a casual employee be extended beyond three (3) months the employee shall be considered an ongoing casual employee on a one (1) year renewable term, with the start date for the first term being the first day of the initial period of employment.~~

**Casual employees are appointed for terms with end dates that are aligned with academic sessions. Renewals and appointments with a duration of one year or longer** are subject to Union agreement. Such agreement shall not be unreasonably withheld.

The University shall provide the Union with a list of all casual employees **including their appointment and renewal dates** at the beginning of each **session**. ~~term, including the summer terms.~~

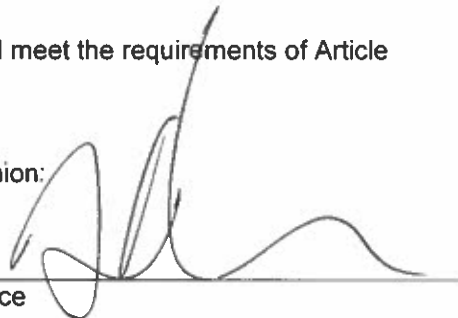
Casual employees who have enrolled at the University and meet the requirements of Article 5.03(a) shall be classified accordingly.

For the University:



Sabriena Aujla  
Senior Employee Relations Manager

For the Union:



David Lance  
President

march 20, 2023

Date

march 20 / 2023

Date

**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: Article 8 – Grievance Procedure**

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**8.01 Definition of Grievance**

For the purposes of this Agreement, a grievance is defined as any difference concerning the dismissal, discipline or suspension of any employee, or any difference concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether such matter is arbitrable.

**8.02**

All grievances arising during the term of this Agreement shall be finally and conclusively settled using the following procedures, without a stoppage of work.

**8.03-8.02 Settlement of Grievances**

When an employee believes they have a complaint, the employee shall first discuss the complaint with their immediate non-union supervisor, in an attempt to resolve the matter on an informal basis, if possible.

**8.04** ~~Grievance Procedure~~

- a) Step 1: When the matter cannot be resolved informally ~~under Article 8.03~~, or where a grievance is initiated at Step 1 by the Union or University, the Parties shall attempt to resolve the matter through discussion. Failing settlement of the grievance, the grievance shall be stated in writing and submitted in accordance with Step 2. Grievances must be initiated under this procedure within fourteen (14) calendar days following the incident-giving rise to the grievance, or within fourteen (14) calendar days after the grievor or the Union first becomes aware of such incident.
- b) Step 2: Where a grievance is not settled at Step 1, it shall be submitted to the senior manager of the Aquatic Centre or the Union President in writing for resolution. The Union President shall designate a representative for the purposes of investigating and resolving the matter. Should the Parties be unable to settle the matter, Step 3 shall be invoked.
- c) Step 3: When the grievance is not settled within seven (7) calendar days of being presented at Step 2, the grievance may be referred to Step 3. Any dispute involving discipline, suspension, dismissal, layoff or safety shall receive priority and shall commence at step 3. At Step 3, the grievance shall be discussed between the University's Human Resources Department and the Union at a Step 3 grievance meeting. 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.

Failing settlement in this step, the party hearing the grievance shall deliver a formal reply to the grievance in a timely manner. Article 9 may be invoked upon completion of the grievance process.

~~8.08~~ —

The University agrees that after a grievance has been initiated by the Union, the University's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

~~8.07~~ —

Employees shall be permitted the necessary time, without loss of pay, to attend to the adjustment of their grievances under Article ~~8.04~~ **8.02**, provided such adjustment takes place during the employee's normal working hours. If possible, grievance meetings under Article ~~8.04~~ **8.02** shall take place during times when the participants would not normally be at work.

**8.05 8.03 Policy Grievances**

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 and 2 of this Article may be by-passed. Step 3 may be by-passed only by mutual agreement of the Parties. The intent of the foregoing Article is that it will apply only to General Policy disputes.

**8.06 8.04 Failure to Act Within Time Limits**

The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent and such extensions shall not be unreasonably denied.

For the University:

  
\_\_\_\_\_  
Sabrina Auja  
Senior Employee Relations Manager

March 13, 2023  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 13/23  
Date

Date Tabled: march 13, 2023

Time Tabled: 3:21pm

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: Article 9.01 – List of Arbitrators**

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**9.01 List of Arbitrators**

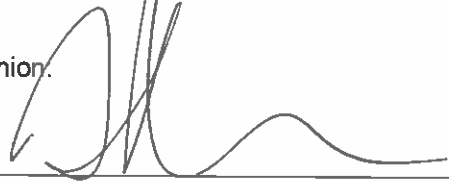
The Parties agree to appoint an arbitrator from the following list within ten (10) calendar days of notice that a grievance is being advanced to arbitration: Corrin Bell, Ken Saunders, Julie Nichols, ~~Robert Pেকেles~~, Karen Nordlinger, Amanda Rogers.

For the University:



Sabriena Fujja  
Senior Employee Relations Manager

For the Union:



David Lance  
President

march 20, 2023  
Date

march 20/2023.  
Date

Date Tabled: march 20, 2023

Time Tabled: 2:04pm

**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: Article 12.03 – Trial Period**

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**12.03 Trial Period**

Permanent employees, who accept a promotion into a posted position in a different classification, shall serve a three (3) month trial period in the new position. During such trial period, the University may return an employee, who is unable to satisfactorily perform the duties of the new position, to the position such employee held prior to the promotion, or the employee may, without prejudice, elect to return to their former position.

Student employees, hired into permanent positions in a different classification, shall serve a new three (3) month trial period. Should an employee fail to successfully complete this trial period, the employee may revert to their student employee status provided the employee continues to meet the requirements for employment as a student and their failure to successfully complete the permanent trial period does not represent cause for termination of their employment generally.

Casual employees hired into permanent positions shall serve a new three (3) month trial period in the position. Should an employee fail to successfully complete this trial period, the employee may revert to their casual employee status and with service credit for the trial period, provided that their failure to successfully complete this trial period does not represent cause for termination of their employment generally.

Student employees, who accept a <sup>role in SA</sup> ~~promotion~~ into a different classification, shall serve a trial period of eighty (80) accumulated hours worked in the new position or three (3) months, whichever comes first. During such trial period, the University may return an employee, who is unable to satisfactorily perform the duties of the new position, to the position such employee held prior to the promotion, or the employee may, without prejudice, elect to return to their former position.

Such periods may only be extended by mutual agreement of the parties.

For the University:

  
\_\_\_\_\_  
Sabriena Aulia  
Senior Employee Relations Manager

March 20, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 20, 2023  
\_\_\_\_\_  
Date

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: Article 13 – Layoff and Recall**

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**13.01 Role of Seniority in Layoff**

- a) Permanent employees shall be laid off within each classification, in reverse order of their seniority.
- b) Student hours shall be reduced, as necessary, before the layoff of a permanent employee, provided the permanent employee has the qualifications, experience, skill and ability to perform the work of the student(s) in question.
- c) Prior to layoff or reduction of hours for permanent or student employees, the University shall reduce casual hours first unless doing so would result in an inability to operate the facility.

**13.02 Notice of Layoff**

- a) Except in cases of strikes, lockouts, or circumstances beyond its control, the University shall notify permanent employees, who are to be laid off, in accordance with the notice requirements of the Employment Standards Act, or successor act.
- b) When a permanent employee is not given the opportunity to work during such notice period, the employee shall be paid for those days upon which work was not made available.

**13.03 Layoff Procedure**

A permanent employee, who is subject to layoff, may exercise their seniority by bumping a less senior employee in a different classification, including upward bumping, provided the employee seeking to bump has the qualifications, experience, skill and ability to perform the work in question.

**13.04—**

Employees must notify the University of their intention to bump within forty-eight (48) hours of being notified of their layoff. Failure to do so shall result in the loss of a laid-off employee's bumping rights.

**13.05—**

Permanent employees with seniority, who are laid off and who do not bump, shall be placed on the recall list, in seniority order, for twelve (12) months from the date of their layoff.

**13.06-13.04 Recall Procedure, Rights and Obligations**

- a) Laid-off permanent employees on the recall list shall be recalled, in seniority order, to positions for which the employee has the required qualifications, experience, skill and

ability, before new employees are hired or student employees are offered such available hours.

- b) Laid-off permanent Employees shall be recalled on this basis, provided the employee responds within forty-eight (48) hours of the initial contact by the University.

13.07 —

- c) The University shall specify the time the recalled employee is to report for work.
- d) Employees who fail to respond within forty-eight (48) hours after being contacted by the University, or who fail to report for work at the time specified by the University, shall have their names removed from the recall list.
- e) Employees, who have sufficient reasons for not responding within forty-eight (48) hours after being contacted by the University, or who have sufficient reasons for not reporting for work at the time specified by the University, shall be placed at the bottom of the recall list for purposes of future recall.

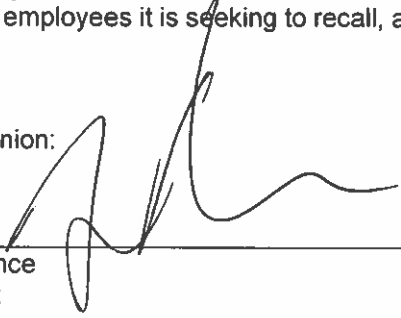
13.08

Laid off employees on the recall list are required to keep the Manager or designate informed of their current addresses and phone numbers. The University shall be deemed to have met its recall obligations under this Agreement by attempting to contact employees it is seeking to recall, at their last known address on file.

For the University:

  
\_\_\_\_\_  
Sabriena Aulla  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 13, 2023  
\_\_\_\_\_  
Date

March 13/ '23  
\_\_\_\_\_  
Date

Date Tabled: March 22, 2023

Time Tabled: 2:29pm

Bargaining Proposal: Article 14.01 (C) – Normal Hours – Permanent and Casual Employees

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

Between the

University of British Columbia Aquatic Centre


And

The Canadian Union of Public Employees  
Local 116

**Re: Article 14.01 (C) – Normal Hours – Permanent and Casual Employees**


- a) The normal full-time hours of work for permanent employees shall be seven (7) hours per day, exclusive of a one (1) hour unpaid meal break, and thirty-five (35) hours per week.
- b) Permanent employees shall receive two (2) consecutive rest days off each week, operational requirements permitting.
- c) Casual employees shall work on an as required basis so as to best meet the University's operational needs, provided that the normal hours of work for casual employees shall not exceed ~~eightseven~~ (87) hours per day or ~~fortythirty-five~~ (4035) hours per week or five (5) days in a calendar week, unless overtime rates apply

For the University:

  
\_\_\_\_\_  
Sabrina Aujla  
Senior Manager, Employee Relations

March 28, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Dave Lance  
President, CUPE 116

March 28/2023  
\_\_\_\_\_  
Date

Date Tabled: march 22, 2023

Time Tabled: 2:30pm

Bargaining Proposal: Article 14.04 – Overtime and Overtime Rates

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

**Re: Article 14.04 – Overtime and Overtime Rates**

Permanent and casual employees who work more than seven (7) hours in any day or more than thirty-five (35) hours in any week, and student and casual employees who work more than eight (8) hours in any day or more than forty (40) hours in any week, shall be paid overtime on the following basis:

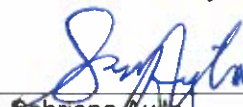
Daily Overtime:

- i. for overtime worked up to eleven (11) hours in any one day - time and one-half (1.5) the applicable basic rate, and
- ii. during the balance of overtime worked on that day - double (2X) the applicable basic rate.

Weekly Overtime:

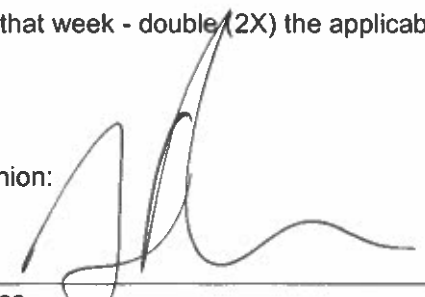
- i. During the first eight (8) hours of overtime worked in any week - time and one-half (1.5) the applicable basic rate, and
- ii. During the balance of overtime worked in that week - double (2X) the applicable basic rate.

For the University:

  
Sabriena Kujala  
Senior Manager, Employee Relations

march 28, 2023  
Date

For the Union:

  
Dave Lance  
President, CUPE 116

march 28, 2023  
Date



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: Article 14.05 – Student and Casual Work Scheduling**

---

14.05 Student and Casual Work Scheduling

- a) The University shall post those blocks of work, by classification, that it reasonably expects to be available in the upcoming term, sufficiently in advance of the commencement of each term so that the following sign-up procedures can be completed.
- b) **Student and Casual Staff will provide the following information prior to the deadline set out by the University:**

- i. **Confirmation of Enrollment (Student Staff only)**
- ii. **a copy of their certifications**
- iii. **their availability including the maximum amount of hours they are willing to be scheduled during the term**
- iv. **any days off required within their availability as per <sup>J</sup>(k) below.**

- c) There are be three (3) distinct student classifications for scheduling blocks of work:

- i. Lifeguard/Instructor
- ii. Shift Supervisor
- iii. **Front Desk Attendant** ~~Cashier Attendant~~

- c) To work in the Shift Supervisor classification, an employee must have previously worked in that classification or the employee must be acceptable to the University as a Shift Supervisor.
- d) Operational requirements permitting, blocks of work posted under subsection (a) shall be for a minimum duration of two (2) hours on Monday through Friday during the winter and summer session or during examination periods; and four (4) hours during other times.
- e) **Student employees will be assigned** ~~may sign-up~~, in seniority order, for the blocks posted above. ~~For the purpose of shift sign-up, the Shift Supervisor and Lifeguard/Instructor seniority shall be treated as one.~~

The University reserves the right to group blocks of work so as to best meet its operational requirements. ~~and to require employees wishing to work part of any such grouping to sign-up for and work all shifts in that group.~~

Blocks of work including lesson instruction will be clearly identified and scheduled separately as part of the scheduling process.

- f) No employee may **be scheduled** ~~sign-up~~ for more than twenty (20) hours per week during the winter session until all other employees have been **scheduled** ~~given the opportunity to sign-up~~ in seniority order.

- g) The entire ~~sign-up~~ **term-based scheduling** process must be completed by all employees within two (2) weeks after the **start of the term**. ~~University posts its expected requirements under subsection (a). The University reserves the right to schedule any student work outstanding at the expiry of this two (2) week sign-up period, seniority notwithstanding.~~
- h) Employees, who fail to provide the ~~Manager or designate with their work selection~~ the **information in (b)** prior to the scheduling deadline, shall be placed at the bottom of the sign-up list, seniority or length of service notwithstanding. ~~And the employee shall not be scheduled permitted to sign-up for that term until all other employees have had opportunity to do so.~~
- i) The University will use casual employees to supplement the permanent and student workforce by making hours available to casual employees where they are unfilled by permanent or student employees. Where casual employees are offered hours, those hours shall be offered on the basis of their service with the University.
- j) All requests for ~~vacation~~ **days off within the provided availability** for the upcoming term must be submitted prior to the ~~completion of the sign-up process~~ **deadline** as outlined in **(b)** above. This does not limit an employee's ability to exercise their rights under Article 14.06(c).

Requests for **days off** ~~vacation~~ will not impact the shifts an employee is assigned during the time the employee is otherwise available during the term.

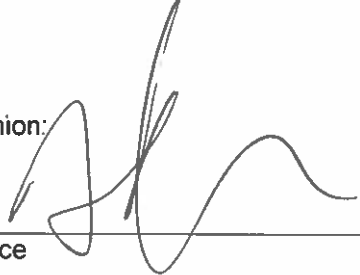
- k) Students and casual employees may change their original availability once during the first two (2) weeks of every term to address scheduling changes as a result of course modifications or extenuating circumstances.

For the University:

  
 \_\_\_\_\_  
 Sabriena Kujala  
 Senior Employee Relations Manager

March 28, 2023  
 \_\_\_\_\_  
 Date

For the Union:

  
 \_\_\_\_\_  
 David Lance  
 President

March 28/2023  
 \_\_\_\_\_  
 Date

Date Tabled: March 29, 2023

Time Tabled: 2:20pm

**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: Article 14.11 – Shift Premium**

---

**14.11 Shift Premium**

All employees shall receive a shift premium of ~~fifteen cents (\$0.15)~~ **fifty cents (\$0.50)** per hour for all hours worked between 8:00 p.m. and 11:00 p.m. and ~~twenty-five cents (\$0.25)~~ **seventy-five (\$0.75)** per hour for all hours worked between 11:00 p.m. and 8:00 a.m.

~~Effective January 1, 2021 the above shift premiums will increase ten cents (\$0.10) per hour.~~

~~Effective January 1, 2022 the above shift premiums will increase ten cents (\$0.10) per hour.~~

For the University:

  
\_\_\_\_\_  
Sabriana Auja  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 28, 2023  
\_\_\_\_\_  
Date

March 28, 2023  
\_\_\_\_\_  
Date

Date Tabled: March 22, 2023

Time Tabled: 2:21pm

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: Article 14.12 – Weekend Premium**

---


14.12 Weekend Premium

All employees shall receive a shift premium of ~~fifteen cents (\$0.15)~~ **seventy-five cents (\$0.75)** for all hours worked between 8:00 a.m. and 8:00 p.m. on a Saturday or on a Sunday.

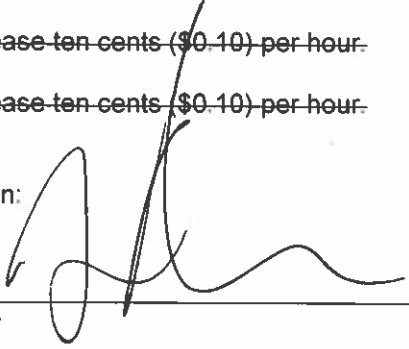
~~Effective January 1, 2021 the above shift premiums will increase ten cents (\$0.10) per hour.~~

~~Effective January 1, 2022 the above shift premiums will increase ten cents (\$0.10) per hour.~~

For the University:

  
\_\_\_\_\_  
Sabriena Ajja  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 28, 2023  
\_\_\_\_\_  
Date

March 28 / 2023  
\_\_\_\_\_  
Date

Date Tabled: march 28, 2023

Time Tabled: 12:26 ~~pm~~ am

Bargaining Proposal: NEW Article 14.13 – Instructor Wage Rate

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: **NEW Article 14.13 – Instructor Wage Rate**

As per Article 20.02, a new bargaining unit classification was established capturing the instructional duties performed by Student and Casual the Lifeguard/Instructors at the Aquatic Centre.

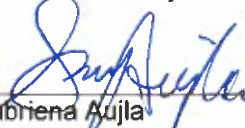
This new classification resulted in a differentiated wage rate being provided based on the instructional hours worked by employees:

- Upon completion of 125 instructional hours, all Lifeguard/Instructors shall ~~receive a premium of five percent (5%)~~ be paid at the Instructor Wage Rate 1.
- Upon completion of 225 instructional hours, all Lifeguard/Instructors shall ~~receive a premium of seven and a half percent (7.5%)~~ be paid at the Instructor Wage Rate 2.
- Upon completion of 300 instructional hours, all Lifeguard/Instructors ~~shall receive a premium of ten percent (10%)~~ be paid at the Instructor Wage Rate 3.

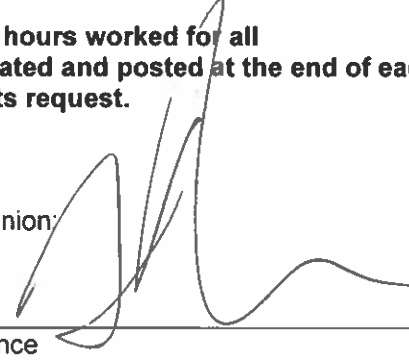
Once achieved, these wage rates will attach to all hours worked in the Lifeguard/Instructor classification. Instructor Wage Rates shall be paid at the employee's current step. Placement in an instructor pay grade shall be made at the employee's current step.

The University shall maintain a list of all instructional hours worked for all Lifeguard/Instructor employees. The list shall be updated and posted at the end of each month, with a copy being forwarded to the Union, at its request.

For the University:

  
\_\_\_\_\_  
Gabriela Aujla  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
David Lance  
President

march 28, 2023  
\_\_\_\_\_  
Date

march 28/2023  
\_\_\_\_\_  
Date

Date Tabled: march 13, 2023

Time Tabled: 3:22pm

**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: Article 15.01 – Paid Holiday Entitlement**

---

15.01 Entitlement

- a) Permanent employees, who have completed thirty (30) calendar days service since their date of last hire, shall be entitled to the following holidays, without loss of pay:

New Years Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
B.C. Day

Labour Day  
**Truth and Reconciliation Day**  
Thanksgiving  
Remembrance Day  
Christmas Day  
Boxing Day

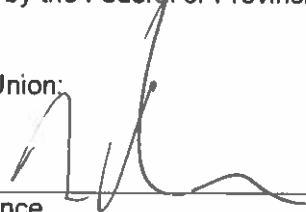
plus any other paid holiday that may be declared by the Federal or Provincial Governments.

For the University:



Sabriena Auja  
Senior Employee Relations Manager

For the Union:



David Lance  
President

march 13, 2023

Date

march 13/23

Date

Bargaining Proposal:

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

Between the

University of British Columbia Aquatic Centre

And

The Canadian Union of Public Employees  
Local 116

**Re: Article 17.02 – Sick Leave Entitlement**

---

17.02 Entitlement

- a) Permanent employees, who have completed their probationary period, shall earn annual sick leave on the basis of ~~one and one-quarter (1.25) days for each month or portion of a month greater than one-half (1/2) actually worked in the year, to a maximum of fifteen (15) days in any calendar year.~~ **8.75 hours' sick leave at full pay for each month of accumulated service up to a maximum of one hundred and five hours in any calendar year. thousand and sixty-four (1064) hours will be allowed.**
- b) An eligible employee's yearly sick leave entitlement shall be advanced on January 1st. of each year. When any sick leave so advanced is used and the employee involved terminates, for any reason, including layoff, before such sick leave has been earned, an adjustment shall be made to that employee's final cheque to repay such overpayment.
- c) Permanent employees, who are awaiting initial receipt of WorkSafeBC payment for a compensable illness or injury, may utilize their sick leave credits until such WorkSafeBC payment has been received, provided that the employee turns over to the University all moneys received from the WorksafeBC for the period in question. The employee's sick leave entitlement shall then be credited with the proportionate number of days represented by the amount received from the WorksafeBC and turned over to the University.
- d) 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.

**The provisions of the *Employment Standards Act* are incorporated into this Article such that all employees who do not accrue sick leave above are entitled to up to a minimum of five (5) paid days of sick leave per year after completing ninety (90) calendar days of service.**

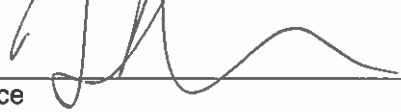
The illness and injury leave entitlement in the *Employment Standards Act*, which is currently up to five (5) days, is not in addition to any entitlement that may be accrued in (a) above.

For the University:

  
\_\_\_\_\_  
Sabriena Aulia  
Senior Employee Relations Manager

March 20, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 20/2023  
\_\_\_\_\_  
Date



Date Tabled: march 20, 2023.

Time Tabled: 2:16 pm

Bargaining Proposal:

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

Re: Article 17.03 – Sick Leave Bank

17.03 Sick Leave Bank

Employees shall accrue one hundred percent (100%) of their unused sick leave in any year, for use when the employee suffers a non-occupational illness or injury in subsequent years. The maximum number of sick days any employee may accrue under this Article is one thousand and sixty-four (1064) hours. hundred and fifty two (152) days.

For the University:

  
Sabriena Auja  
Senior Employee Relations Manager

march 20, 2023  
Date

For the Union:

  
David Lance  
President

march 20 / 2023  
Date

Date Tabled: March 22, 2023

Time Tabled: 2:22pm

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: Article 18.02 – Bereavement Leave**

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18.02 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 a 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 ~~mother-in-law, father-in-law, parent-in-law, daughter-in-law, son-in-law~~ **child-in-law, sister-in-law, brother-in-law, sibling-in-law, grandmother, grandfather, 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 18.02, an employee may request time off without deduction of pay or sick leave or loss of benefits. 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.

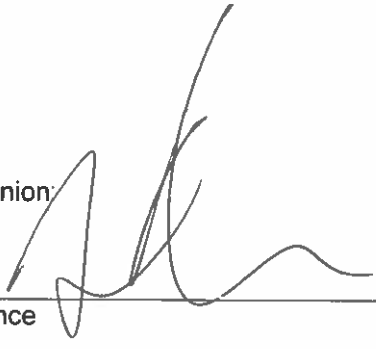
***The additional leave for self-identifying Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 60 days of ratification.***

For the University:

  
\_\_\_\_\_  
Sabrina Auja  
Senior Employee Relations Manager

March 28, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

March 28/2023  
\_\_\_\_\_  
Date

Date Tabled: march 20, 2023

Time Tabled: 4:16 pm

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: Article 18.05 – Academic Leave; Article 18.06 - General Leave

**18.05 ~~General Leave~~ Academic Leave**

**Student employee requests requirements for leave of absence without pay for documented UBC academic purposes (i.e. UBC co-op placement or exchange) shall be granted.**

**18.06 General Leave**

Employees who have completed their probationary period, may request a general leave of absence without pay, in writing from the Manager. It is understood that requests for general leave under this Article may be granted at the University's discretion, such requests shall not be unreasonably denied. The University shall maintain the benefits of employees granted leave under this Article, where applicable, provided the employee pays one hundred (100%) of the actual cost of doing so.

For the University:

  
\_\_\_\_\_  
Sabriena Aujla  
Senior Employee Relations Manager

march 20, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

march 20/2023.  
\_\_\_\_\_  
Date

Date Tabled: March 13, 2023

Time Tabled: 5:33pm

Bargaining Proposal: NEW Article 18.09 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events

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

Between the  
University of British Columbia Aquatic Centre

And

Canadian Union of Public Employees  
Local 116

**Re: NEW Article 18.09 – 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, Hoobiyee, 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 18.02 -Bereavement Leave, as applicable.**

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

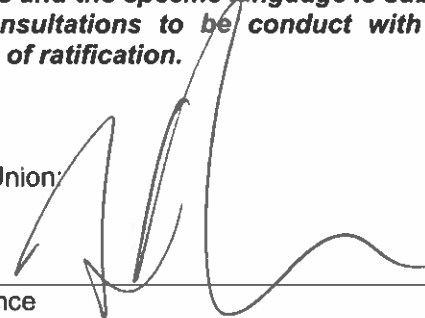
***This Article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 60 days of ratification.***

For the University:

  
Sabriena Ajila  
Senior Manager, Employee Relations

March 13, 2023  
Date

For the Union:

  
Dave Lance  
President, Local 116

March 13/23  
Date

Date Tabled: march 13, 2023

Time Tabled: 3:29pm

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: NEW ARTICLE 18.10 – Religious and Cultural Observance Leave

**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, they 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 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.**

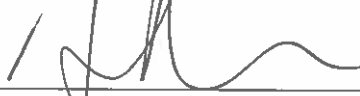
**Employees may request to take the time off as an unpaid leave of absence, vacation, banked overtime, a day off with pay for working on a statutory holiday, or by rescheduling their work hours, subject to operational requirements.**

For the University:

  
\_\_\_\_\_  
Sabriena Kujala  
Senior Employee Relations Manager

march 13, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

march 13/23  
\_\_\_\_\_  
Date

Date Tabled: march 13, 2023

Time Tabled: 3:06pm

Bargaining Proposal: Article 19.01

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

Between the

University of British Columbia Aquatic Centre

And

The Canadian Union of Public Employees  
Local 116

**Re: Article 19.01**

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Employees shall be paid on a semi-monthly basis in accordance with Schedule "A" attached to and forming part of this agreement

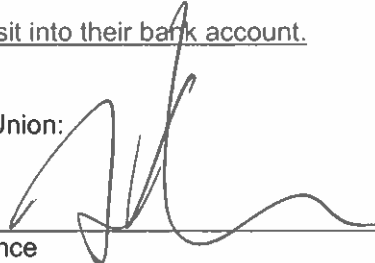
All employees shall receive their pay through direct deposit into their bank account.

For the University:



Sabrina Ajila  
Senior Manager, Employee Relations

For the Union:



Dave Lance  
President, CUPE 116

march 13, 2023

Date

wlance 13/123

Date

Date Tabled: march 28, 2023

Time Tabled: 12:27am

Bargaining Proposal: Article 19.02 – Increment Policy

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

Between the

University of British Columbia Aquatic Centre

And

The Canadian Union of Public Employees  
Local 116

**Re: Article 19.02 – Increment Policy**


Employees shall normally commence employment at increment Step 1 of the range applicable to their classification. Employees shall thereafter qualify for each additional increment step on the following basis:

- a) permanent employees: after completing one (1) year of service,
- b) student and casual employees: after completing four hundred (400) accumulative hours actually worked.

Casuals who meet the above requirement are entitled to step increments effective January 1, 2024.


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.

For the University:

  
\_\_\_\_\_  
Sabriena Auja  
Senior Manager, Employee Relations

march 28, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Dave Lance  
President, CUPE 116

march 28, 2023.  
\_\_\_\_\_  
Date



Date Tabled: March 13, 2023

Time Tabled: 3:07 PM

Bargaining Proposal: Article 20.04 – Job Classification Umpire

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

Between the  
University of British Columbia Aquatic Centre  
And  
Canadian Union of Public Employees  
Local 116

**Re: Article 20.04 – Job Classification Umpire**

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The Job Classification Umpire process is intended to be an expedited dispute resolution mechanism for disputes under Articles 20.02 and 20.03.

In keeping with the intended expedited nature, a referral to the Job Classification Umpire shall be accompanied by a detailed statement of particulars that shall serve as the referring party's opening statement. The responding party shall provide a detailed statement of particulars within thirty (30) days of the referral that shall serve as its' opening statement.

The particularized statements shall be forwarded to the Umpire upon receipt of their acceptance of the appointment. It is intended that a hearing before the Umpire shall take no more than one (1) day of evidence. Therefore, the following procedures shall apply:

- 1) Each party shall be limited to a short opening statement for the purpose of providing clarity to their previously submitted statement of particulars.
- 2) The Parties shall endeavor to make limited use of witnesses; however, it is agreed the either party may call a witness(es) to provide evidence as necessary. To the extent necessary to ensure a fair hearing, the normal rules of evidence respecting hearsay or other evidence may be relaxed at the discretion of the Umpire.
- 3) Each party may provide a closing argument. At the option of either party, closing arguments may be made in writing. In the event that either party invokes the option of a written closing argument, the party with the onus of proof shall provide their written argument within seven (7) days of the conclusion of the hearing. The responding party shall provide its closing argument within seven (7) days. Any reply by the referring party shall be provided within a final seven (7) days.
- 4) The decision of the Umpire shall be binding and non-precedential.

The Job Classification Umpire shall be Julie Nichols, ~~Robert Pেকেles~~ Koml Kandola, or Jessica Gregory Paula-Butler.

The Job Classification Umpire shall have the authority to modify the procedures set out above to ensure that the requirements of a fair hearing are met.

For the University:


For the Union:



Sabina Auja  
Senior Manager, Employee Relations

March 13, 2023

Date



Dave Lance  
President, Local 116

March 13/23

Date

Date Tabled: March 22, 2023

Time Tabled: 2:25 pm

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: Article 25.04 – Clothing Allowance**

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25.04 Clothing Allowance

A clothing and equipment allowance of ~~seventy five (\$75.00)~~ **one hundred and fifty dollars (\$150.00)** per year will be granted to permanent employees to defray the cost of purchasing clothing and/or equipment the employees are required to use at work, provided the employee provides the University with the required proof of purchase.

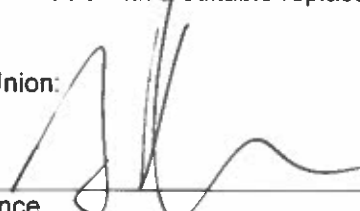
The University shall provide uniform shirts to all employees who are required to wear the same. Such uniforms shall remain the property of the University. In the event of damage or disrepair, the uniform shall be replaced, as required, on a one-for-one basis with a suitable replacement.

For the University:



Sabrina Aujla  
Senior Employee Relations Manager

For the Union:



David Lance  
President

March 28, 2023

Date

March 24, 2023

Date

Date Tabled: March 28, 2023

Time Tabled: 12:22 AM

Bargaining Proposal:

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

**Re: Article 25.03 - Recertification**

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25.03 Recertification

Permanent and student employees who have accumulated four hundred (400) hours of work who require recertification shall be allowed to attend already scheduled certification clinics held at the UBC Aquatic Centre at no cost, provided space is available. Once an employee's registration has been confirmed, that employee will not be displaced except if the course is cancelled. Employees wishing to attend re-certification sessions held at the UBC Aquatic Centre must provide the University with all current aquatic awards, including photocopies, in order to participate in any such session. It is understood that attendance at these sessions by employees is not considered as time worked.

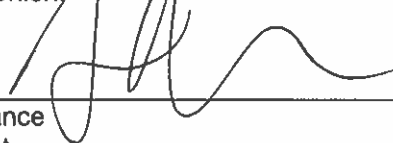
**In addition to the above, the UBC Aquatic Centre will host a minimum of two (2) National Lifeguard recertification clinics, and two (2) Standard First Aid & CPR-C recertification clinics per year, specifically for staff who have accumulated four hundred (400) hours of work, to attend. A minimum of six (6) participants must be registered in order for the National Lifeguard recertification clinic to run as per Lifesaving Society program standards.**

For the University:

  
Sabrina Aujla  
Senior Employee Relations Manager

March 28, 2023  
Date

For the Union:

  
David Lance  
President

March 28, 2023  
Date

Date Tabled: march 22, 2023

Time Tabled: 2:34pm

Bargaining Proposal:

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

**Re: Article 27.01 – Duration**

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This Agreement shall be binding for thirty-six (36) months, effective January 1, 2020~~3~~ and expiring December 31, 202~~5~~ and shall continue from year to year thereafter unless terminated by either the Union taking legal strike action or the University taking legal lockout action.

Either party desiring to propose changes to this agreement shall, within the one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement. If neither party gives such notice, it will be deemed to have been given thirty (30) days prior to the termination date of the Agreement.

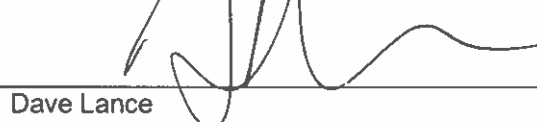
Signed this 28<sup>th</sup> day of march, 2023 in the City of Vancouver, British Columbia.

For the University:

  
\_\_\_\_\_  
Sabriena Auja  
Senior Employee Relations Manager

march 28, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Dave Lance  
President, Local 116

march 26/2023  
\_\_\_\_\_  
Date

Bargaining Proposal: NEW LOU – Overpayments

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

Between the

University of British Columbia Aquatic Centre

And

The Canadian Union of Public Employees  
Local 116

**Re: NEW LOU – Overpayments**

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In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee that is under five-hundred dollars (\$500), and such error has been made in good faith, the University shall be entitled to recover any overpayment under the following conditions:

1. Where the error has been reported by the employee, that and the University confirms the amount(s) owing to the employee; or, where the University discovers the error that and a detailed breakdown of the error is given by the University to the affected employee as soon as practicable.
2. Unless the employee proposes an alternative payment plan, the installment amounts will be made by payroll deduction on the following basis:
  - a) For employees earning less than one thousand dollars (\$1000.00) per pay period, the maximum amount deducted per pay period shall be twenty-five dollars (\$25.00);
  - b) For employees earning more than one thousand dollars (\$1000.00) but less than two thousand dollars (\$2000.00) per pay period, the maximum amount deducted per pay period shall be fifty dollars (\$50.00);
  - c) 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);
  - d) 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. When 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 LOU will be heard at Step 3 and referred to Expedited Arbitration.

6. In the event the employee ~~retires from,~~ or 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.

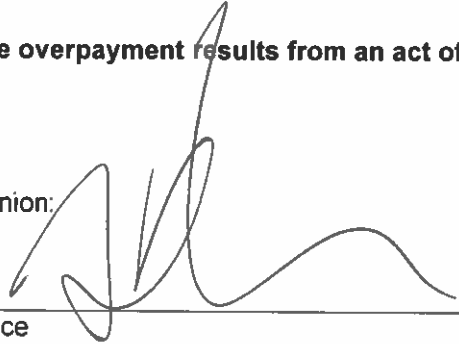
For the University:



Gabriela Auja  
Senior Manager, Employee Relations

March 20, 2023  
Date

For the Union:



Dave Lance  
President, CUPE 116

March 20, 2023  
Date

Date Tabled: march 22, 2023

Time Tabled: 2:33pm

Bargaining Proposal: Schedule A

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116

Re: Schedule A

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

- January 1, 2023**      Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.
- January 1, 2024**      Increase all rates of pay by a 6.75% general wage increase. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase).
- January 1, 2025**      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:

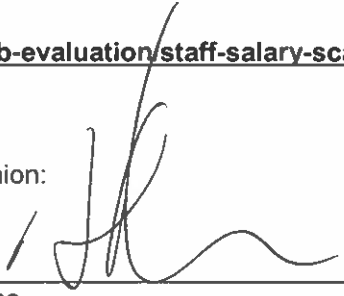
<https://hr.ubc.ca/working-ubc/salaries/staff-salaries-job-evaluation/staff-salary-scales>

For the University:

  
Sabrina Aujla  
Senior Employee Relations Manager

march 28, 2023  
Date

For the Union:

  
Dave Lance  
President, Local 116

march 28, 2023  
Date



Date Tabled: March 22, 2023

Time Tabled: 2:34pm

Bargaining Proposal:

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

Between the  
University of British Columbia Aquatic Centre  
And  
The Canadian Union of Public Employees  
Local 116


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

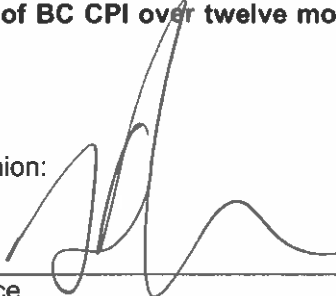
The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

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

For the University:

  
\_\_\_\_\_  
Sabriena Aujla  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
Dave Lance  
President, Local 116

March 28, 2023  
\_\_\_\_\_  
Date

March 28 / 2023  
\_\_\_\_\_  
Date

Bargaining Proposal:

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

Between the  
University of British Columbia Aquatic Centre

And

The Canadian Union of Public Employees  
Local 116

**Re: NEW LETTER OF AGREEMENT – Public Sector Wage Increases**

---

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:

- a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
- b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

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

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

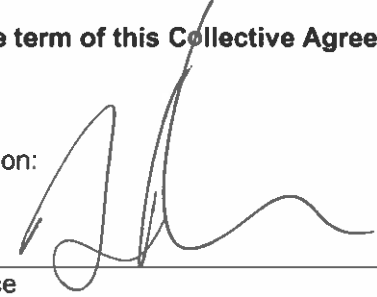
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of this Collective Agreement.

For the University:

  
\_\_\_\_\_  
Sabrina Aulia  
Senior Employee Relations Manager

  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
David Lance  
President

  
\_\_\_\_\_  
Date

Date Tabled: march 28, 2023

Time Tabled: 12:24 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: NEW LETTER OF AGREEMENT #1 – New Scheduling Practices Working Group and Trial Period**

---

The University and Union share concerns regarding scheduling and staffing levels at the Aquatic Centre and have committed to work together to make every reasonable effort to constructively address those concerns.

The parties agree to create a Scheduling Practices Working Group to implement new or different scheduling practices on a trial basis in order to address concerns from both parties regarding student and casual employee scheduling, to better meet community partner commitments, to balance student and casual employee obligations, and to reduce the administrative burden of current scheduling practices. The establishment, implementation and oversight of any trial period will fall under the purview of the working group.

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 the four (4) representatives may be required to attend. The working group shall meet every two (2) months or more often as necessary.

The working group will also review the call list process for additional student and casual work as set out in Article 14.07 of the Collective Agreement, with the intent of streamlining and improving the effectiveness of the processes set out.

Within 60 days of ratification, the working group will establish the criteria that will be used to assess the success of the trial period. The trial period will be introduced in a phased approach over the course of a year (concluding in August 2024) in order to assess its impact and effectiveness across different academic sessions.

As phases are implemented, the Department will provide all the necessary information in order for the working group to assess their impacts and efficacy. Accordingly, the Department will update the working group regarding the status of implemented initiatives.


The scheduling practices implemented during the trial period will be guided by the following principles:

- The Aquatic Centre is primarily a student centered employment facility. Accordingly, students' academic needs, commitments and schedules must be respected.

- Weekend and instructional work are necessary components of working at the Aquatic Centre.
- Student and casual employees will be asked to submit their availability which will include availability for lesson instruction.
- When student and casual employees provide availability, they will also be provided with the opportunity to identify any scheduling restrictions, including limits to the number of hours they can work and any other special considerations.
- Schedules will be assigned in accordance with the availability provided, in seniority order, accommodating any identified scheduling restrictions, considerations or limitations.
- ~~Student and casual employees will be asked to submit their availability which will include availability for lesson instruction.~~
- Unless unable due to special circumstances, student and casual employees will be expected to commit to working a minimum of eight (8) hours per week.
- Student and casual employees will also be encouraged to provide availability for weekend work (the weekend being from Friday at 4pm through to Sunday at close).
- Student and casual employees who prefer to regularly work weekend shifts will continue to be scheduled as such.
- Student and casual employees who ~~cannot do not~~ provide four (4) consecutive hours of availability over the weekend, will be scheduled for weekend shifts on a rotational basis. Student employees may, in seniority order, indicate which weekend days (of Friday, Saturday, Sunday) they prefer to be scheduled in the rotation. These shifts will generally be four (4) hours in duration.
- If a student or casual employee identifies a maximum number of hours they wish to work, their scheduled hours of work cannot exceed that maximum. The inclusion of any scheduled weekend rotation shift cannot exceed the stated maximum. For greater clarity, student and casual employees' stated maximum hours of work can only be exceeded by employee choice. agreement request.
- A commitment from the Aquatic Centre to review and revise the volume and distribution of the facility programming schedule. ~~to facilitate manageable weekend workload for staff.~~

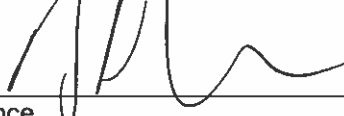
A preliminary implementation of these new practices will occur for Summer Term 2 2023, followed by a review by the working group, along with any proposed adjustments to scheduling practices for the trial period. The parties agree to trial, review availability provided by student and casual employees, and where necessary, to trial minimum standards of availability, and establish minimum standards of availability to be provided by staff. At the conclusion of the trial period, the Department will make recommendations to the working group regarding any permanent changes to scheduling practices, including the potential establishment of a minimum standard of availability. The parties agree that any such permanent changes to the scheduling practices are subject to mutual agreement.

For the University:

  
 Sabrina Aujla  
 Senior Employee Relations Manager

march 28, 2023.  
 Date

For the Union:

  
 David Lance  
 President

march 28, 2023.  
 Date

Date Tabled: march 22, 2023

Time Tabled: 2:26pm

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 AGREEMENT #2 - Targeted Wage Adjustment – Front Desk Attendants**

In recognition of the low wage rate of the Front Desk Attendant classification relative to other classifications in the Collective Agreement, the University will provide a wage adjustment to address such.

The adjustment will be made effective January 1, 2024 in the amount of \$0.50/hour for all positions in the Front Desk Attendant classification. 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.

For the University:

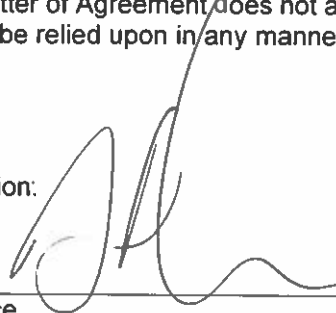


Sabriena Auja  
Senior Employee Relations Manager

march 28, 2023

Date

For the Union:



David Lance  
President

march 28/2023

Date