

MEMORANDUM OF AGREEMENT

Between

The University of British Columbia

(the "University")

and

Canadian Union of Public Employees, Local 116

(the "Union")

The parties agree to recommend to their respective principals the following 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 April 1, 2019 through March 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
1	Preamble	September 20, 2022
3.06 (c)	Temporary Employees	September 20, 2022
3.06 (e)	Probationary Employee	September 13, 2022
4.01	Discrimination	August 30, 2022
7.02	List of Arbitrators	October 5, 2022
9.01	Seniority	September 29, 2022
10.01	Job Posting	September 20, 2022
12.01 (f)	Standard Daily or Average Weekly Hours	August 30, 2022
12.05	Modification to Work Schedules	September 15, 2022
12.06	Availability for Part-Time Regular and Auxiliary Employees	September 28, 2022
13.03	Meal Allowance	October 5, 2022
14.01	Shift Premium	October 5, 2022
14.02	Weekend Premium	October 5, 2022
15.01 (a)	Paid Holidays	September 15, 2022
16.08	Vacation Pay on Retirement	October 3, 2022
16.09	Vacation Preferences and Schedules	September 13, 2022
16.11	Notice of Termination by Employee	August 30, 2022
17.02	Annual Sick Leave	September 15, 2022
17.03	Leave for Medical and Dental Appointments	September 15, 2022
18.03	Leave of Absence for Full-Time Union or	

	Public Duties	September 15, 2022
18.04	Paid Bereavement Leave	October 4, 2022
18.08	Maternity, Parental & Adoption Leave	October 4, 2022
18.14	Leave for Domestic Violence	August 30, 2022
18.15	Religious & Cultural Observance Leave	October 3, 2022
18.16	Indigenous Leave	October 4, 2022
19.05	Safe Transportation at Night	August 30, 2022
19.08	Professional and Skills Development Fund	September 22, 2022
24.03	Contracting Out	October 5, 2022
25.03	Footwear Allowance	October 3, 2022
22.04	Auxiliary Employees – Benefits Entitlement	August 30, 2022
28.02	Increment Policy	October 5, 2022
28.03	Direct Deposit	September 13, 2022
29	Term of Agreement	October 4, 2022
A/B/C	Rates of Pay	October 4, 2022
	Annotations to Schedule A, B and C	October 5, 2022
	Appendix A	October 5, 2022

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	Bookstore	October 5, 2022
LOU #2	Hours of Work – Union Meeting	August 30, 2022
LOU #3	Campus Security Eight Day Work Cycle	September 29, 2022
LOU #4	Student Housing (Residence Life & Admin)	October 4, 2022
LOU #5	Student Housing - Hours of Work	October 5, 2022
LOU #6	Job Classification Umpire	August 30, 2022
LOU #7	Expedited Arbitration	August 30, 2022
LOU #8	Supplemental Employment Benefit	October 4, 2022
LOU #9	Job Selection Dispute Disclosure	August 30, 2022
LOU #10	Apprenticeships	September 20, 2022
LOU #11	Contracting Out	October 5, 2022
LOU #12	SHCS – Food Services Addendum	October 5, 2022
LOU #13	Use of Contractors to Perform Inventory in the Bookstore	August 30, 2022
LOU #14	Student Workers in Food Services	October 5, 2022
LOU #15	Articles 18.01 and 18.02 – Leave for Union Business	August 30, 2022
LOU #16	Internships	September 29, 2022
LOU #17	Opportunities for Underrepresented Groups	September 28, 2022
LOU #18	Recruitment & Retention Initiatives	October 3, 2022
LOU #19	Overpayments	October 5, 2022
LOU #20	Sustainable Transportation Initiative	October 4, 2022
LOU #21	Apprenticeship Incentive Fund	September 20, 2022
LOU #22	Application of 3.06 and LOU #12	October 5, 2022
LOU #23	Sessional Employees	October 3, 2022
LOA #1	Accommodation Process Improvement	

	Working Group	September 22, 2022
LOA #2	Schedule B Review	September 22, 2022
LOA #3	Health Spending Account	October 3, 2022
LOA #4	Public Sector Wage Increases	October 4, 2022
LOA #5	Targeted Wage Adjustments	October 5, 2022
LOA #6	Wage Schedule A	October 5, 2022
LOA #7	Re Article 16.06	October 5, 2022
LOA #8	Cost of Living Adjustment	October 4, 2022

4. Salary Grid:

General Wage Increases

General Wage Increases as follows and to be included in a renewed Collective Agreement.

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 the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to COLA LOA (LOA #8).
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 #8)

5. Term:

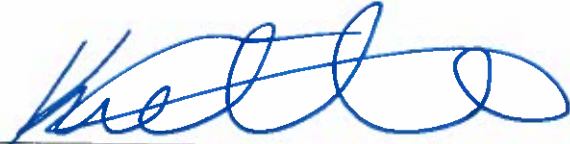
The term of the agreement shall be from April 1, 2022 and up to and including March 31, 2025.

6. Ratification:

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

Agreed to this 5 day of 2022.

FOR THE UNIVERSITY:



Korey Onyskevitch



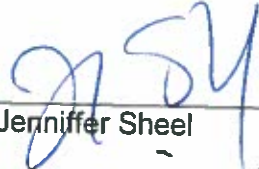
Matthew Furgal



David Kiloh



Steve Alb



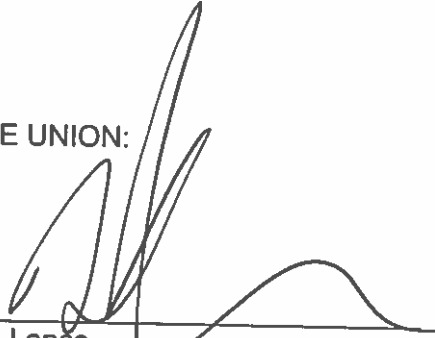
Jenniffer Sheel



Michelle Tan

Catherine Ouellet

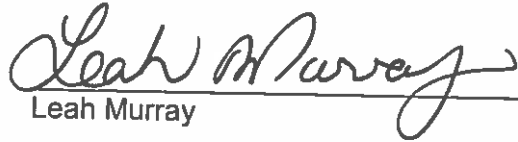
FOR THE UNION:



David Lance



Jessica Clement



Leah Murray



Richard Gee



Rigel Abanes



Andrew Russell



Christy McGregor

UNION PROPOSAL

Negotiations between UBC and CUPE 116

Date Tabled: 5 Oct 2012

Time Tabled: 11:11 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 1 - Preamble**

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.

~~This is the Collective Agreement between the Canadian Union of Public Employees (Local 116), and The University of British Columbia. It establishes wages and working conditions for employees of The University who are covered by CUPE Local 116's certification.~~

~~This is a legal agreement and, as such, both employees and their supervisors are required to abide by its provisions.~~

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

your Union Steward or Human Resources Advisor,

or the Union office, phone: 604-827-1705, email: cupe116@cupe116.com

CUPE Local 116
Suite 206 – 2389 Health Science Mall
Vancouver, B.C.
V6T 1Z3

Or Employee Relations, Human Resources Department, phone: 604-827-0393, email: hr.info@ubc.ca

TEF 3
600 – 6190 Agronomy Road
Vancouver, B.C.
V6T 1Z3

*Errors or Omissions excepted

*Bold text indicates new language

ARTICLE 1 - Preamble

~~WHEREAS it is obligatory upon the University and its employees that efficient operation of the University be maintained and to affect this it is important that harmonious relations be continued between the University and its employees, and~~

~~WHEREAS the Union is a trade union formed by and including certain employees of the University and,~~

~~WHEREAS the parties hereto with the desire and intention of making their relationship more harmonious have concluded to make provisions herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions, security and the adjustment of grievances with respect to the employees of the University for whom the Union has been certified as the sole bargaining agent:~~

~~NOW THEREFORE THIS AGREEMENT WITNESSETH THAT the parties hereto in consideration of this mutual covenant hereinafter contained agree each with the other as follows:~~

~~This is the Collective Agreement between the University of British Columbia (hereinafter referred to as the "University") and the Canadian Union of Public Employees, Local 116 (hereinafter referred to as the "Union"), collectively referred to as the "parties". It establishes the terms and conditions of employment for employees of the University for whom the Union has been certified as the sole bargaining agent, who are covered by CUPE Local 116's certification.~~

~~The parties mutually and expressly acknowledge that the University's Point Grey Campus is situated upon the traditional, ancestral, and unceded territory of the Musqueam people.~~

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

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

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

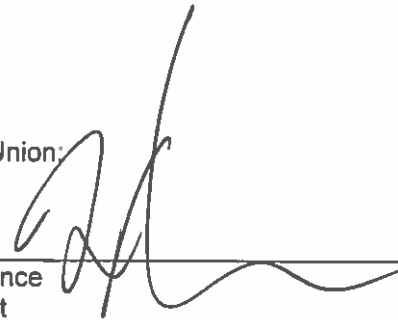
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

September 20, 2022
Date

For the Union:



David Lance
President

Sept 20/2022
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 3.06 C) – Temporary Employees

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

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

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

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

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


Notwithstanding the provisions of the Collective Agreement dealing with probation, temporary employees who are employed in strict compliance with these definitional provisions shall not attain seniority status or rights, provided they are not employed for periods longer than the leaves of absence, vacations, workers' compensation, sick leaves or long term disability leaves, or hired under sub-paragraph (2), ~~or six (6) months accumulative, whichever is less.~~ However, where such employees are employed for periods equal to or longer than the probationary period, they shall be accorded a hiring preference over external applicants in respect of posted vacancies, if qualified and upon application in accordance with Article 10, for a period of time equal to the period of time worked. Where two (2) or more such employees make application, the factors in Article 10 shall apply. It is understood and agreed, however, that in order for the hiring preference aforesaid to apply, the employee claiming such preference must clearly indicate on his or her application for the posted vacancy that an entitlement to a hiring preference is claimed.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

September 20, 2022
Date

For the Union:


David Lance
President

Sept 20/2022
Date

Date Tabled: Sept 13/22

Time Tabled: 2:55pm

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 3.06 e) – Probationary Employee

A "Probationary Employee" is defined as a newly hired full or part-time employee who shall be considered probationary for the first sixty-five (65) days worked or one hundred and eighty (180) consecutive calendar days, whichever comes first. All new employees shall serve a probationary period. The probationary period, which is solely for the purpose of determining a new employee's suitability, may only be extended by mutual agreement of the University and the Union. **In the event an employee is on an unpaid leave of absence exceeding five (5) consecutive working days during their probationary period, the one hundred and eighty (180) consecutive calendar days will be extended for the duration of the leave, unless otherwise agreed between the University and the Union.** After successful completion of the probationary period, seniority shall be established in accordance with Article 9.01.

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

September 15, 2022
Date

Sept 13/2022
Date

Date Tabled: Aug 30

Time Tabled: 2:57 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 4.01 – Discrimination

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

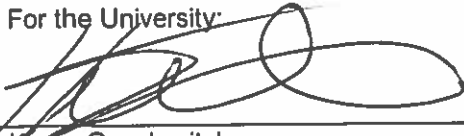
The parties also commit to the goal of creating a workforce which, at all levels, is representative of the diverse population served by the University and to ensure that individuals are not denied employment, advancement or training opportunities within the University for reasons unrelated to ability to do the job.

Regulations, policies and procedures with respect to recruitment and selection shall facilitate:

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

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

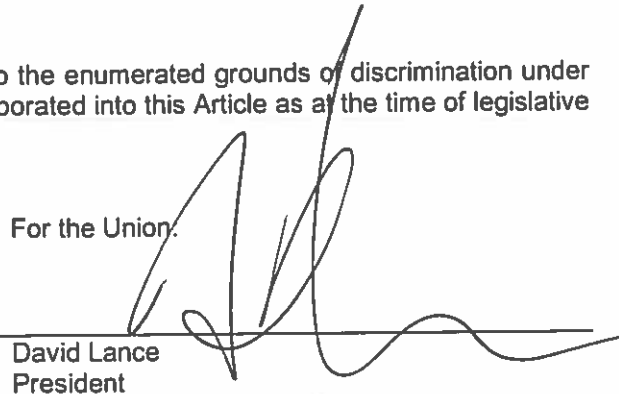
For the University:



Corey Onyskevitch
Senior Employee Relations Manager

August 30, 2022
Date

For the Union:



David Lance
President

Aug 30 / 2022.
Date

Date Tabled: OCT 5/22

Time Tabled: 2:03AM

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 7.02 – List of Arbitrators and Umpires

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

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

For the University:



Corey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

Oct 8 / 2022
Date

Sept 29/22

2:02 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 9.01 – Seniority

a. Seniority Defined

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

~~b. Seniority Date Adjustment (the following provisions take effect)~~

- ~~1. Effective October 1, 2004 for Part-time Regular and Auxiliary employees in the Bookstore, Campus Security, Parking, the Museum of Anthropology, and the Department of Student Housing (excluding Housing and Conferences Residence Attendants Residence Front Desk Service Representative.)~~
- ~~2. Effective April 10, 2006, for all other Part-time Regular and Auxiliary employees including the Housing and Conferences Resident Attendants Residence Front Desk Service Representative.~~
- ~~3. Part-time Regular and Auxiliary employees, who limit their availability for regularly scheduled shifts, shall have their seniority date adjusted using the following process:
 - ~~a. Once a quarter, Part-time Regular and Auxiliary employees will be asked to choose how many shifts they wish to be available, for the following three months.~~
 - ~~b. For each month that an employee restricts their availability to between four (4) and seven (7) shifts per month, that employee shall have their seniority date pushed forward by fifteen (15) calendar days. For example, an employee with a seniority date of January 1, 2002, who restricted their availability to seven (7) shifts a month for three (3) months, would have a new seniority date of February 15, 2002. This new seniority date would come into effect at the end of the quarter that the employee chose to restrict their availability.~~
 - ~~c. For each month that an employee restricts their availability to between one (1) and three (3) shifts per month, that employee shall have their seniority date pushed forward by thirty (30) calendar days. It is understood that employees cannot restrict their availability to less than one (1) shift a month. For example, an employee with a seniority date of January 1, 2002, who restricted their availability to two (2) shifts per month for three (3) months, would have a new seniority date of April 1, 2002. This new seniority date will come into effect at the end of the quarter that the employee chose to restrict their availability.~~~~

e. b. Seniority Credit for Seasonal Employees:

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

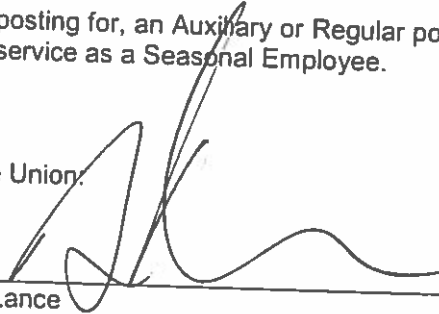
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

SEPTEMBER 29, 2022
Date

For the Union:



David Lance
President

Sept 27 / 2022
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 10.01 – Job Posting

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

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

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

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

For assignments of two (2) weeks or longer the University shall solicit an expression of interest and consider opportunities to rotate such assignments amongst qualified employees. Within units where a reasonable expectation of multiple opportunities for temporary promotion exists, the University shall formally solicit such expressions of interest at least once per year. In evaluating the suitability of interested employees, the University will consider the knowledge, skill, and ability of interested employees to create an appropriate sized pool of candidates for temporary promotion within the unit. Feedback will be provided to employees who are unsuccessful for consideration for temporary promotion. Where the list substantially exceeds the anticipated number of opportunities, the University may limit the pool to suitable candidates based on seniority. For an assignment that is longer than three (3) months, the University will consider rotating the opportunity amongst suitable interested candidates subject to operational requirements. For assignments of reasonable

duration, the University will provide temporarily promoted candidates with formal performance feedback. Such feedback will be considered as part of any subsequent job competition under Article 10.02.

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

Eight (8) weeks after the hire or transfer of an employee into a vacancy which was filled without following either of the above methods, a review shall be performed by the department and the incumbent's supervisor to determine whether there is a likelihood that the position will last longer than the probationary or trial period. If there is a likelihood that the position will last longer than the probationary or trial period, the University shall post and fill the position expeditiously. Concurrent to the posting, the incumbent to the position shall be given written notice that their position will end on a specific date which is before the completion of their probationary or trial period. Where the University desires a continuity of labour until the posting is filled, an extension to the probationary or trial period will be considered by the Union if requested in accordance with Articles 3.05 or 10.03.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

For the Union:


David Lance
President

September 20, 2022
Date

Sept 10, 2022
Date

Date Tabled: Aug 30

Time Tabled: 2:57pm

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 12.01(f) – Standard Daily or Average Weekly Hours

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

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

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

FOOD SERVICES: Refer to Letter of Understanding #12.

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

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

~~See: Letters of Understanding re: Hours of Work~~

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

August 30, 2022
Date

For the Union:



David Lance
President

Aug 30 / 2022
Date

Date Tabled: Sept 15/22

Time Tabled: 2:13 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 12.05 - Modification to Work Schedules

Where employees and their department head, director, manager, or designate develop a modified work schedule that has the potential of providing service more effectively, as well as providing benefits to the quality of work/life balance of the employees, it shall be submitted to the University and the Union for consideration. Where the University and the Union agree, such schedule may be implemented on a trial basis by Letter of Understanding. All necessary variances to the regular provisions of the Collective Agreement shall be included in that letter.

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

The following forms of modified work schedules shall be considered:

- A work schedule that varies from the regular work schedule and operates on a seasonal, sessional, or other time duration basis as defined by the parties.
- A work schedule that varies from the regular work schedule by providing longer working days with earned days off such as a "Nine Day Fortnight".
- A work schedule that varies from the regular work schedule by providing employees with a daily and/or weekly range of hours and/or days between which employees would have some flexibility in scheduling their own work day and/or work week according to criteria agreed to by the parties.
- A work schedule that varies from the regular work schedule by providing a hybrid work schedule where the location of work is a blend combination of on campus and remote work.

General Provisions:

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

- a. The potential for reduction in the use of leave for medical and dental appointments;
- b. Customer Service;

- c. Operational Requirements;
- d. The potential for reduction in childcare costs;
- e. Sustainability;
- f. Greater coverage of the work day by employees 'on shift';
- g. The potential for reductions in overtime;
- h. Impact on work flow;
- i. Interdependency of work units;
- j. Relative costs of the forms of work schedule.

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

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

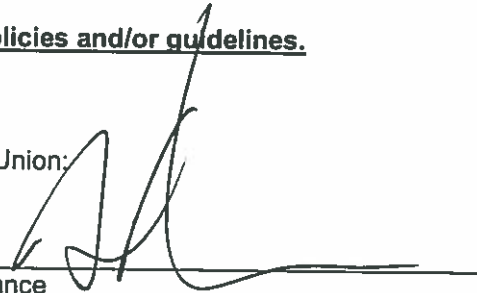
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

SEPTEMBER 15, 2022
Date

For the Union:



David Lance
President

SEP 15 / 2022.
Date

Date Tabled: Sept 28/22

Time Tabled: 2:03 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 12.06 – Availability for Part-Time Regular and Auxiliary Employees

~~Where departments require Part-time Regular and Auxiliary employees to complete an availability form, the employee must indicate a minimum of two (2) different one (1) days per week that they are available to work, during times in which shifts are typically scheduled by the department.~~

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

SEPTEMBER 28, 2022
Date

For the Union:



David Lance
President

Sept 28 / 2022
Date

Date Tabled: Oct 5, 22

Time Tabled: 2:05pm

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 13.03 – Payment for or Supply of Meals

Where employees work two (2) hours or more immediately before or immediately after their regular shift due to overtime, the University shall provide a meal or an allowance of twelve fifteen twenty dollars (\$20152.00).

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 9, 2022
Date

For the Union:



David Lance
President

Oct 5, 2022
Date

Date Tabled OCT 5/22

Time Tabled: 2:06am

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 14.01 – Shift Premium

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

All other employees not grand parented shall receive shift differential compensation of one dollar eighty cents (\$1.800) for all hours worked between 6:00 p.m. and 11:00 p.m. and one dollar and twenty-five cents (\$1.025) for all hours worked between 11:00 p.m. and 7:00 a.m.


For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

OCT 5 / 2022
Date

Date Tabled: OCT 5 122

Time Tabled: 2:07 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: ARTICLE 14.02 – Weekend Premium

All employees shall receive a weekend premium of ~~one dollar eighty cents~~ (\$01.800) for all hours worked between 7:00 a.m. and 6:00 p.m. on a Saturday or on a Sunday.

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

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

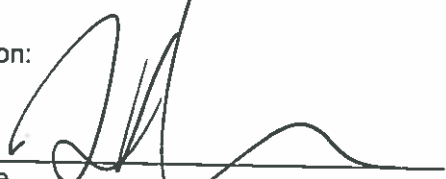
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:



David Lance
President

Oct 5 / 2022
Date

Date Tabled: SEPT 15 2022

Time Tabled: 2:22 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 15.01 a) – Paid Holidays

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

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

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

In the event the Province of British Columbia designates a different day paid holiday for Truth and Reconciliation Day than has been set by the Government of Canada, the Provincial day shall be recognized instead, with no additional day off or pay for September 30.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

For the Union:


David Lance
President

September 15, 2022
Date

Sept 15 / 2022.
Date

Date Tabled: Oct 3/22

Time Tabled: 5:57pm

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 16.08 – Vacation Pay on Retirement

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

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

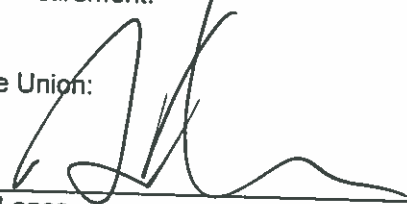
~~It is understood that the above provisions do not apply to employees who are on long term disability for more than three (3) months immediately prior to their retirement.~~

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

October 3, 2022
Date

Oct 3/2022
Date

Negotiations between UBC and CUPE 116

Date Tabled: SEPT 13/22

Time Tabled: 2:48 PM

Bargaining Proposal:

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

Between the
University of British Columbia

And

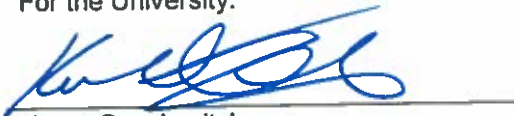
The Canadian Union of Public Employees
Local 116

Re: ARTICLE 16.09 – Vacation Preferences and Schedules

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

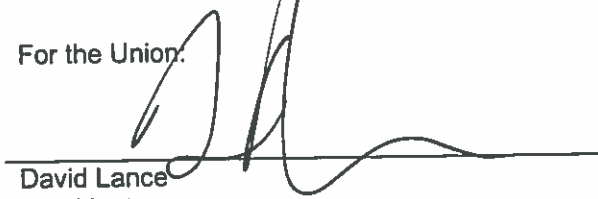
Vacation in any one (1) year must take place by December 31st, except that at an employee's discretion up to five (5) ten (10) days of paid vacation may be carried over for use into the following year. ~~An employee may carry over an additional five (5) days of paid vacation for use in the following year provided that there is an agreement with the Department.~~

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

September 15, 2022
Date

Sept 13 / 2022.
Date

Date Tabled: Aug 30

Time Tabled: 2:57 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 16.11 – Notice of Termination by Employee

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

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

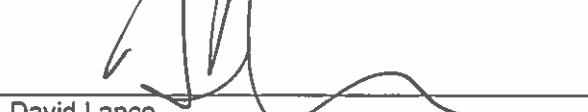
Employees who do not give the required notice as outlined above shall receive only four percent (4%) vacation pay or as required by legislation.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

August 30, 2022
Date

Aug 30/2022
Date

Date Tabled: Sept 15, 2022
Time Tabled: 4:17 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 17.02 Annual Sick Leave

a. Regular Employees:

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

$$\frac{(\text{Regular Hours worked in a month} \times 1.25)}{\text{+ Days Worked}}$$

A Part-time Regular employee's maximum accrual shall be pro-rated against that of a Full-time Regular employee.

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

~~Sick Leave Records — Posting of credits will take place on January 1st of each year and a list will be submitted to the Union by January 31st each year.~~

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

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

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

b. Auxiliary Employees

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

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

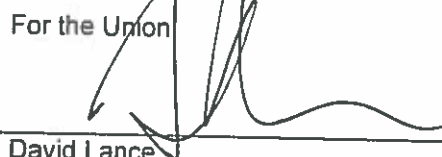
~~The five (5) days, or any other~~ The illness and injury leave entitlement in the *Employment Standards Act*, which is currently five (5) days, are is not in addition to any entitlement that may be accrued in (a) and (b) above.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

Sept 15, 2022
Date

For the Union


David Lance
President

Sept 15/2022
Date

Date Tabled: SEPT 15/22

Time Tabled: 2:17pm

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 17.03 – Leave for Medical and Dental Appointments

Absence for medical and dental appointments totaling ~~less than three hours and forty-five minutes (3.75 hours) or less one-half (1/2) shift~~ in any one (1) calendar month shall not be deducted from sick leave. **For those employees who work a thirty-five (35) hour work week in accordance with Article 12.01, the amount of this leave shall be three hours and thirty minutes (3.5 hours).**

Where absence for medical and dental appointments exceeds **the limits set out above**, ~~one-half (1/2) shift in any one (1) month~~, a deduction shall be made from accumulated sick leave.

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

September 15, 2022
Date

Sept 16 2022
Date

Date Tabled: Sept 15, 2022

Time Tabled: 4:17 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 18.03 Leave of Absence for Full-Time Union or Public Duties

It is agreed that any employee who is elected or selected for the following a full-time positions ~~with the Union, or anyone with whom the Union is affiliated, a Political Office at the Federal, Provincial or Municipal level, or an Indigenous Organization~~ shall be granted leave of absence without pay and without loss of seniority by the University for a period of up to three (3) years:

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

September 15, 2022
Date

Sept 15 / 2022.
Date

Date Tabled: Oct 4/22

Time Tabled: 1:10 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 18.04 – Paid Bereavement Leave

Upon notification to the employee's immediate supervisor an employee shall be granted time off without deduction of pay or sick leave or loss of seniority in the case of death in the family or immediate relatives.

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of pay and benefits upon the notification of death of a parent, spouse, common-law spouse, ~~same-sex 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, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild. **For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).**

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

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

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

If special circumstances do not exist, additional time off may be granted as leave without pay or vacation time if available.

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

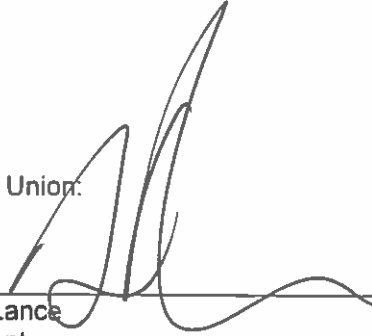
For the University:



Kerey Onyskevitch
Senior Employee Relations Manager

October 4 2022
Date

For the Union:



David Lance
President

Oct 4/2022
Date

Date Tabled: Sept 28/22

Time Tabled: 2:14 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 18.08 – Maternity, Parental and Adoption Leave

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

a) **Maternity Leave**

1. A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. The maternity leave must start no earlier than thirteen (13) weeks before the expected birth date of the child, and no later than the actual birth date. This leave must end no later than seventeen (17) weeks after the maternity leave begins.
2. An employee who requests maternity leave after the termination of their pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, during the period that begins on the date of the termination of the pregnancy, which must end no later than six (6) weeks after that date.
3. An employee must apply for maternity leave in writing to their supervisor at least four (4) weeks prior to the anticipated start date of their maternity leave. The University may require a certificate from a medical practitioner or nurse practitioner stating the expected or actual birth date.
4. An employee who requests maternity leave is entitled to an additional six (6) consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's maternity leave ends. A request for additional leave must be made in writing and the University may require medical documentation stating the actual or expected birth date or date the pregnancy terminated or stating the reasons for requesting additional leave.

b) **Parental Leave**

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

2. A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
3. An employee who adopts a child is entitled to up sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
4. An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave.
5. If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave. The University may require a certificate from a medical practitioner or nurse practitioner or other evidence of the employee's entitlement to leave.

When an employee decides to return to work after maternity and/or parental leave, they must provide the University with at least two (2) weeks written notice of their return. On return from maternity and/or parental leave, the employee shall be placed in their former position. If their former position no longer exists, they shall be placed in a comparable position in their department.

c) Additional Provisions

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

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

- Optional Life Insurance Plan
 - Long-Term Disability Insurance Plan
 - Pension Plan
2. An employee on maternity or parental leave shall not lose seniority or vacation entitlements.

3. Employees on maternity leave who have completed six (6) months (975 hours) * of service shall be eligible for the Supplemental Employment Benefits (SEB) plan as described in Letter of Understanding #8.

~~4. Except as provided for under Letter of Understanding #8, if the employee taking maternity leave has completed two (2) years * (3900 hours) of service, the University agrees to pay the difference between the maternity leave benefits received under the *Employment Insurance Act* and the employee's wages, at the time the maternity leave began, for the period Employment Insurance Benefits were received, after the employee has completed six (6) months ** (975 hours) of service.~~

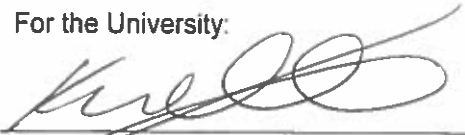
Provided the employee has received the benefit mentioned above, the University will pay to the employee her their wages, at the time the maternity leave began during any waiting period for Employment Insurance. If the employee does not apply for, or qualify for, Employment Insurance Benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave.

*Office/Clerical Employees
(3,648 hours of service)

**Office/Clerical Employees
(912 910 hours of services)

Except as specifically set out within this Article, the parties acknowledge that the intention of this provision is to provide the statutory entitlements for leaves as required by the *Employment Standards Act*. Any future changes to the *Employment Standards Act* will be incorporated into this provision in accordance with that intention and deemed effective as of the date of the legislative change.

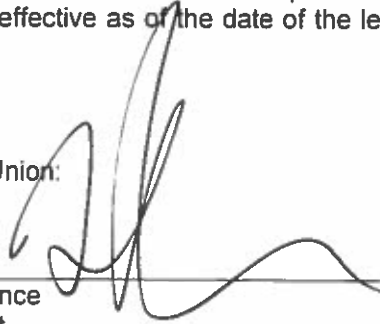
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 4, 2022
Date

For the Union:



David Lance
President

O S 4 / 2022
Date

Date Tabled: Aug 30
Time Tabled: 2:57 PM

Bargaining Proposal:

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

Between the
University of British Columbia

And

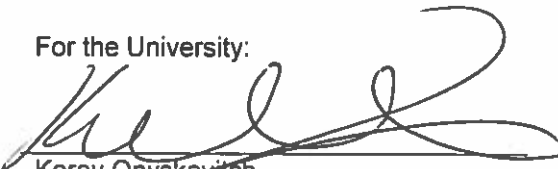
The Canadian Union of Public Employees
Local 116

Re: ARTICLE 18.14 – Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to ~~three (3)~~ **five (5)** days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

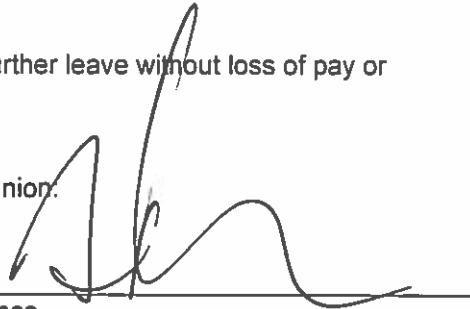
In special circumstances, an employee may be granted further leave without loss of pay or benefits.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

Aug 30, 2022
Date

Aug 27, 2022
Date

Date Tabled: Oct 3/22

Time Tabled 4:05pm

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

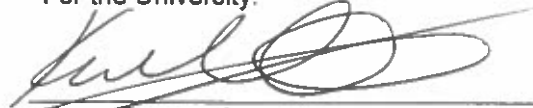
Re: NEW ARTICLE 18.15 – Religious and Cultural Observance Leave

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

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

Employees may request to take the time off as an unpaid leave of absence in accordance with Article 18.09, vacation in accordance with Article 16.09, banked overtime, a day off with pay for working on a statutory holiday in accordance with Article 15.05 (b), or by rescheduling their work hours, subject to operational requirements.

For the University:



Corey Onyskevitch
Senior Employee Relations Manager

October 3, 2022
Date

For the Union:



David Lance
President

Oct 3/2022
Date

Date Tabled: Oct 4/22

Time Tabled: 1:11 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 18.16 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events

A self-identifying Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to a self-identifying Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to, 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 18.04 – Bereavement Leave, as applicable.

Where a self-identifying Indigenous employee requires more than two (2) days of leave for a ceremonial, cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, 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:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

October 4, 2022
Date

Oct 4/2022
Date

Date Tabled Aug 30

Time Tabled 2:57 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 19.05 – Taxi Arrangements for Employees (Night Shift)

19.05 Taxi Arrangements for Employees (Night Shift) Safe Transportation at Night

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

1. Subject to the approval of management, an employee shall be eligible for reimbursement, or provided access to a taxi account or taxi voucher, for reasonable transportation costs to their place of residence;
2. Should a manager be unavailable, the employee shall request approval from the most senior level of supervisor available;
3. In the event that neither a manager nor a supervisor is available, the employee will still be eligible for reimbursement pursuant to this Article.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

Aug 30, 2022
Date

For the Union:


David Lance
President

Aug 30 / 2022.
Date

Date Tabled: Sept 20, 2022

Time Tabled: 11:17 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 ARTICLE 19.08 – Professional and Skills Development Fund

LETTER OF UNDERSTANDING #17

Article 19.08 – Professional and Skills Development Fund

~~The Parties to this Collective Agreement recognize the principle of professional and skills development in line with career opportunities for advancement in the service of the University. Where it is possible to foresee the future utilization of such professional and skills development, the University or employee may propose a professional or skill development initiative.~~

An employee who wishes to engage in professional and skills development may submit a request to the University for funding for such a course or program. The request must be consistent with the **principle of ongoing professional and skills development that is in line with career opportunities for advancement in the service of the University.** ~~principles expressed within this Letter of Understanding.~~

~~Program details will be published by the University on the Human Resources website.~~

Each case will be considered on its individual merits and must be approved by the University. If the request is approved, the University shall reimburse for fees and costs incurred as per the Professional and Skills Development Fund guidelines and, where required, may provide time off without loss of pay. Disputes respecting the approval of a request will be initiated at Step 3 of the grievance process.

The University will meet with the Union annually to review the usage, uptake, and funding status of the Professional and Skills Development Fund and to consider potential changes as required.

For the University:

Korey Onyskevitch
Senior Employee Relations Manager

For the Union:

David Lance
President

SEPTEMBER 22, 2022
Date

Sept 22/2022
Date

Date Tabled: Aug 30
Time Tabled: 2:57 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 22.04 Auxiliary Employees – Benefits Entitlement

Auxiliary employees shall qualify for benefits as follows:

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

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

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

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

Aug 30, 2027
Date

For the Union:



David Lance
President

Aug 30, 2027
Date

Date Tabled: Oct 4/22

Time Tabled: 5:30 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 24.03 Contracting Out

24.03 Contracting Out

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

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

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

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

Where the University is considering contracting out work or services, the University will consult with the Union before calling for tenders or awarding contracts. The consultation process shall be governed by the Letter of Understanding **#11: Contracting Out** of the Collective Agreement.

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

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

On April 1, 2024, the parties agree to increase the \$50,000 in the paragraph above to \$75,000 on April 1, 2024.

Effective April 1, 2024, it shall not be considered a breach of this Article, or the Letter of Understanding #11: Contracting Out, for the University to contract out work within academic units where using internal resources would delay the commencement of construction, refit,

or renovation work to laboratory and/or office research space for more than thirty (30) days that arises from a newly funded research project, or places existing grant funding in jeopardy, or compromises the recruitment or retention of faculty member(s). For the purposes of this Article, "office space" means space functionally attached to a laboratory, or space which serves as a principal research area for a faculty member. The University will disclose such intent to contracting out to the Contracting Out Committee as constituted under the Letter of Understanding #11: Contracting Out. Any subsequent dispute will be referred to the Contracting Out Umpire under the terms of the Letter of Understanding #11: Contracting Out.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

Oct 5 / 2022
Date

Date Tabled: Oct 3/22

Time Tabled: 6:03pm

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 25.03 – Allowance for Footwear

When required by legislation or the University to wear safety footwear, a ~~regular full-time regular~~ or part-time ~~regular~~ employee will, on proof of purchase or repair, receive a ~~two hundred dollar (\$200.00)~~ **two hundred and fifty dollar (\$250.00)** allowance every two (2) calendar years. Safety footwear, as specified in the Occupational Health and Safety Regulation, is footwear specifically designed for the prevention of injury in the workplace and would not include normal footwear. The suitability of footwear is to be determined by the University Health and Safety Committee. For Service Worker-Ice Makers, this provision applies except that the suitability of footwear will be determined jointly by the Union and the University taking into consideration safety and working conditions of employees.

~~For the purpose of this article a part-time employee shall mean an employee who has one (1) or more years of service and is normally scheduled to work twenty (20) hours or more per week.~~

For the University:

Korey Onyskevitch
Senior Employee Relations Manager

For the Union:

David Lance
President

October 3, 2022
Date

Oct 3 / 2022
Date

Date Tabled: Oct 3/22

Time Tabled: 6:04pm

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 28.02 – Increment Policy

Employees will be paid incremental increases on ~~the first of the month~~ following their anniversary date of appointment to the position.

Increments, where applicable, will normally be automatic, but the University reserves the right to withhold an increment for cause. If an increment is withheld, however, reasons for the action shall be given to the employee in writing within one (1) calendar month.

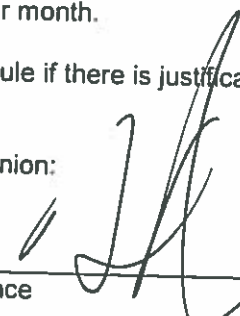
Employees may be placed at step 2 or 3 of the pay schedule if there is justification.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:


David Lance
President

Oct 5 / 2022
Date

Negotiations between UBC and CUPE 116

Date Tabled: Sept 13/22

Time Tabled: 10:13 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: ARTICLE 28.03 – Direct Deposit

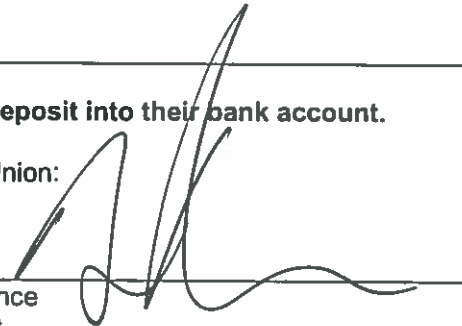
All employees shall receive their pay through direct deposit into their bank account.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

September 15, 2022
Date

Sept 13/2022
Date

Date Tabled: Oct 4/22

Time Tabled: 5:24pm

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 29 – Term of Agreement

This Agreement shall be for the period from and including April 1, 2022~~19~~ to March 31, 2025~~2~~ inclusive, and from year to year thereafter subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of the expiry of this Agreement (March 31, 2025~~2~~) or immediately preceding the last day of March in any year thereafter, by written notice, to require the other party to the Agreement to commence collective bargaining.

Should either party give written notice aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom the collective bargaining is being conducted or alter any other term or condition of employment) until:

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

In witness whereof, the University and the Union have executed this Agreement in duplicate by its Representative Officers, hereunto duly authorized this 8~~th~~-day of ~~October, 2022~~June, 2019.

ON BEHALF OF THE UNIVERSITY OF BRITISH COLUMBIA

Dr. Santa J. Ono
PRESIDENT

Marcia Buchholz
VICE PRESIDENT HUMAN RESOURCES

Korey Onyskevitch
SENIOR EMPLOYEE RELATIONS MANAGER

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

David Lance
PRESIDENT CUPE 116

Jessica Clement
BUSINESS AGENT CUPE 116

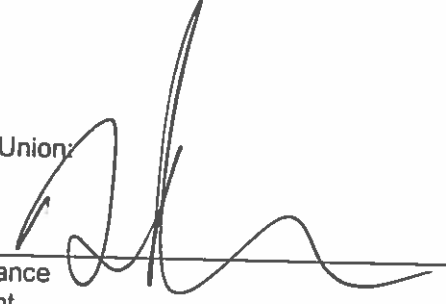
DATE: _____

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

October 4, 2022
Date

Oct 4/2022.
Date

Date Tabled: Oct 5/22

Time Tabled: 2:16 AM

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #1 – Bookstore

Manager(s) in the Bookstore may assist Cashiers ~~employees during exceptionally busy periods~~ where there is a line up of customers-subject to the following conditions:

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:



David Lance
President

Oct 5 / 2022
Date

Date Tabled: Aug 30

Time Tabled: 2:57 PM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

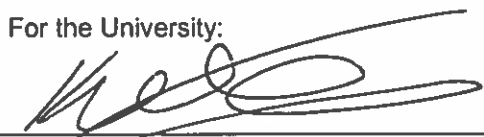
Re: LETTER OF UNDERSTANDING #2 – Hours of Work – Union Meeting

The University agrees to allow leave of absence from work, with pay, for employees to attend up to four (4) union meetings, to be held at 3:00 PM or later, in each twelve (12) month period of the Collective Agreement, provided the following conditions are met:

1. The University shall be provided with at least sixty (60) days advance notice of such meeting;
2. Employees scheduled to be at work that day shall make all necessary arrangements, with their immediate supervisor, to be absent for the period of up to one hour or such additional time as may be agreed upon between the employee and their supervisor. Any additional leave requested beyond one (1) hour will be without pay.
3. Employees at work at the time of the meeting may be allowed to take up to one (1) hour of paid leave from work to attend such meetings provided the operations of the department are not affected. Where the operations of the department are affected, one employee from each department may be allowed to attend.
4. The parties agree that the University is not required to schedule additional employees to replace an employee absent as a result of this meeting.

This letter of understanding will run for the life of this Collective Agreement.

For the University:

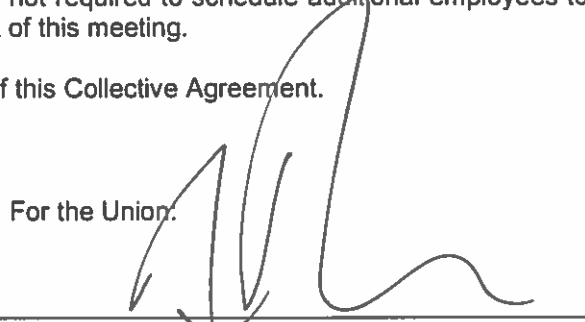


Corey Onyskevitch
Senior Employee Relations Manager

August 30, 2022

Date

For the Union:



David Lance
President

Aug 30 / 2022

Date

Date Tabled: Sept 28/22
Time Tabled: 5:05 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: LETTER OF UNDERSTANDING #3 – Campus Security Eight Day Work Cycle

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

Campus Security - Eight Day Modified Work Schedule

- The following schedule shall apply only to Communications Operators, Patrol Shift Supervisors, Museum Supervisors and Patrol Staff.
- For greater clarity, it is understood that the Operations Supervisors, Community Relations Officers, and administrative staff shall work the standard seven and one-half (7.5) hour work schedule as described in Article 12.01 of the Collective Agreement. **It is understood that Patrol Staff may also work the standard ~~eight (8) hour~~ work schedule as described above, based on operational need.**
- All items in this Letter are in accordance with the rest of the Collective Agreement. Unless specified below, and with the exception of Article 17.01 and Article 17.02, all references to days shall mean seven and one-half (7.5) hours and all references to weeks shall mean thirty-seven and one-half (37.5) hours

Days and Hours of Work

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

- The standard shift pattern shall ensure an even distribution of day and night shifts
- Day shift hours are 07:00 — 19:00 ~~hours hrs~~ and night shift hours are 19:00 — 07:00 ~~hours hrs~~.
- Each shift spans twelve (12) consecutive hours inclusive of fifty (50) minutes for unpaid meal breaks and forty-five (45) minutes for paid rest period.

- The paid workday will be deemed to be eleven (11) hours and ten (10) minutes (11.17 hours). The work period will consist of four (4) consecutive shifts worked followed by four (4) consecutive days of rest (eight (8) day cycle). References in this Letter to twelve (12) hour days shall mean 11.17 paid hours.
- Each employee covered by this agreement will have a scheduled day off as follows:
 - One day within every six (6) work cycles (48 days);
 - Scheduled day off will only occur on the first or last day of a four (4) day work cycle; and Shall alternate between the first and last day of a four (4) day work cycle;
 - An alternative scheduled day off may be taken by mutual agreement;
 - By mutual agreement, an employee may take two (2) consecutive scheduled days off within every twelve (12) work cycles (96 days);

Training Days

- Employees will be required to attend three (3) separate and meaningful training days per year (7.5 hours each) that will be scheduled on the day immediately preceding the employees' first day shift.
- Training days will be scheduled at least three (3) months in advance.
- Should an employee be unable to attend a scheduled training day due to illness or other leave of absence set out in Articles 17 and 18, they will attend a re-scheduled training session regardless of whether it falls on a day immediately prior to their scheduled shift.
- Employees will receive two (2) time-in-lieu twelve (12) hour days as compensation for scheduled training days.
- Time-in-lieu days for attending training must be taken by March 31 of the following year.
- Additional training days that would occur on a regularly scheduled day off may not be scheduled by management except upon written agreement between the Union and the Employer. In circumstances where less than three (3) training days were scheduled within one (1) year, additional days will not be scheduled in the following year, except upon written agreement with the Union.

Overtime

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

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

Auxiliary Employee Shift Schedule

As per the Collective Agreement except that:

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

Vacation

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

- Ten (10) days during the second (2) calendar year.
- Thirteen (13) days during the fifth (5th) calendar year.
- Sixteen and one-half (16.5) days during the eighth (8th) calendar year.
- Commencing with their fourteenth (14th) year of service, employees shall receive seven and one-half (7.5) additional hours with pay for each additional year of service to a maximum of thirty-seven and one-half (37.5) hours.
- Twenty (20) days during the eighteenth (18th) calendar year.

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

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

Statutory Holidays and Christmas Closure

- Stat Holidays — The twelve (12) statutory holidays will be calculated based on 7.5 hours. The total hours will be 97.5 hours. Time-in-lieu for statutory holidays will be credited at the beginning of the year. Hours worked on a paid holiday during the night shift will be 19:00 — 24:00 and 24:00 — 0700.
- Overtime will be paid at the applicable rate for actual hours worked on a statutory holiday.
- Christmas Closure — The three Christmas closure days will be calculated based on 7.5 hours. The total hours will be 22.5 hours.

Bereavement Leave

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

Upon the notification of death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild, full-time employees working an eight day work cycle will be granted (3) regularly scheduled consecutive work days without loss of pay and benefits.

General Provisions

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

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

As per the Collective Agreement except that there will be no shift premium for employees working from 07:00 — 19:00 hrs hours. The "night" shift premium will be paid to employees working 19:00 — 07:00 hrs hours.

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

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

Amendments

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

Termination

Either the Union or the University may terminate this Letter of Understanding on three (3) months written notice may discontinue the eight day work cycle and all full-time employees will change over to the normal hours of work as set out in the Collective Agreement, except as modified by the Award of Arbitrator Pekeles.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

For the Union:


David Lance
President

September 29, 2022
Date

Sept 27/2022.
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: LETTER OF UNDERSTANDING #4 - Student Housing (Residence Life & Administration)

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

Definitions

RA: Residence Advisor

SRA: Senior Residence Advisor

PRCA: Programme Resource Centre Advisor

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

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

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

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

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

Full Academic Year: Refers to the Fall, Winter, and Summer Terms.

Common Clauses

The following are common clauses between the CUPE 116 Collective Agreement and the Letter of Agreement - Student Housing (Residence Life & Administration):

Article 1: Preamble
Article 2: Management Rights
Article 3: Recognition and Negotiations (excluding 3.03 and 3.06) Article 4: Discrimination and Harassment
Article 5: Union/Management Committees (excluding 5.04)
Article 6: Grievance Procedure Article 7: Arbitration
Article 8: Discharge, Suspension and Discipline
Article 13: Overtime (excluding 13.01, 13.03, 13.04, 13.05 and 13.06)
Article 18: Leave of Absence (excluding 18.09 and 18.10)
Article 20: Job Classification and Reclassification
Article 23: Safety and Health (excluding 23.17) Article 26: Copies of Agreement
Article 27: General
Article 29: Term of Agreement

Hours of Work

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

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

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

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

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

Vacations

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

Probationary Period

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

Trial Period

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

Seniority

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

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

Seasonal Return

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

Resident Placement

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

Where preferences do not result in appropriate ratios of RAs and SRAs meeting the diversification goals, the University is allowed to assign up to twenty (20%) percent of RA positions within each residence area. Diversification goals currently include differing gender identity, student status (international, domestic, or graduate) and/or RAs returning to a residence area. These assignments must serve to balance one of aforementioned considerations, and will be completed in reverse seniority order in the manner that results in the least number of Residence Student Staff being placed outside of their preferences. The exception to this clause is that to the greatest degree possible, graduate students and to a lesser extent, senior undergraduates, will be placed within the Thunderbird Residence.

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

Workload

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

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

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

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

Layoff and Recall

Layoff Defined

Layoff is defined as a reduction in the workforce.

Role of Seniority in Layoff and Recall

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

Advance Notice of Layoff

The University shall give advance notice of layoff or pay in lieu as set out herein or as required by the *Employment Standards Act*, whichever is greater.

Residence Student Staff shall receive notice or pay in lieu as follows:

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

Layoff Procedures

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

Sick Leave

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

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

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

General Leave of Absence

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

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

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

Examination Leave

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

Local Working Committee

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

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

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

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

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

Wages

RAs and SRAs will be paid as follows:

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

PCRA's will be paid \$19.97 per hour.

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

Equal Pay for Equal Worth and or Responsibility

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

Residence Subsidy

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

Any RA and SRA employed prior to ratification and who would be adversely affected by a fifteen (15%) percent discount in relation to their present rental rate will continue to receive their present

rental rate provided that they are continuously placed within the same room type within the same residence area.

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

Meal Plan Subsidy

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

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

Compensation Structure Working Group

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

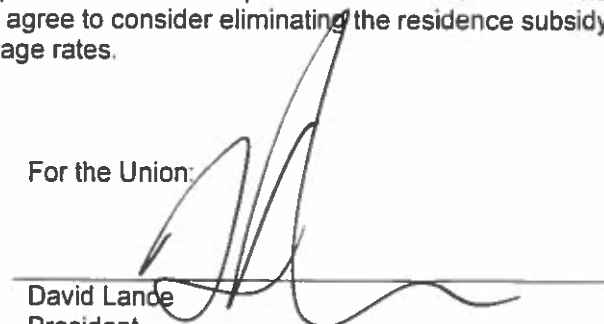
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 4, 2022
Date

For the Union:



David Lande
President

Oct 4 / 2022
Date

Negotiations between UBC and CUPE 116

Date Tabled: SEPT 22/22

Time Tabled: 3:23 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: LETTER OF UNDERSTANDING #5 – Student Housing and Hospitality Community Services – Hours of Work

The University and the Union agree that Part-time Regular and Auxiliary paid employees ~~in the Housekeeping section of the Conferences and Accommodations unit~~ of Student Housing and Community Hospitality Services may work a 10:00 AM to 6:00 PM, or a 12:00 PM to 8:00 PM shift as required for month-end turnovers or hotel service.

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

Oct 5 / 2022
Date

Date Tabled: Aug 30

Time Tabled: 2:57 PM

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #6 – Job Classification Umpire

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

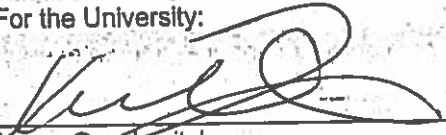
- a. All presentations are to be short and concise and are to include a comprehensive opening statement.
- b. The parties agree to make limited use of authorities during their presentations.
- c. Documents to be tabled at the Umpire proceeding shall be exchanged at least 5 (five) working days prior.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

Prior to rendering a decision, the Umpire may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

All decisions of the Umpire are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding. A decision of the Umpire is a final and binding disposition of the particular dispute.

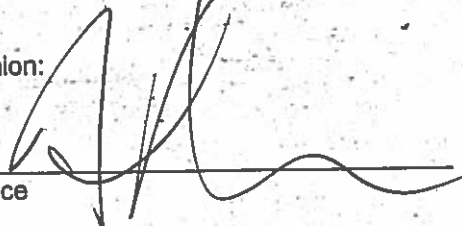
The Job Classification Umpire shall be determined by reference to Article 7.02(f).

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

Aug 30 2022
Date

For the Union:


David Lance
President

Aug 30 2022
Date

Date Tabled: Aug 30
Time Tabled: 2:57 PM

Bargaining Proposal:

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

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

Re: LETTER OF UNDERSTANDING #7 – Expedited Arbitration

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed as a grievance once referred to arbitration pursuant to Article 7.

All presentations are to be short and concise and are to include a comprehensive opening statement that will generally not include witness testimony. The parties agree to make limited use of authorities during their presentations. Documents to be tabled at the arbitration shall be exchanged at least 5 (five) working days prior to the arbitration. The parties may agree to the following additional protocols in any individual matter:

1. Agreed Statement of Fact;
2. exchange of written Statements of Fact five (5) days prior to the Expedited Arbitration with copies to the arbitrator; and/or,
3. exchange of written argument five (5) days prior to the Expedited Arbitration with copies to the arbitrator.

Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

The decision of the arbitrator shall be completed and mailed to the parties within ten (10) working days of the hearing. The decision shall include a brief written explanation of the basis for the conclusion.

All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either Party in any subsequent proceeding. A decision of the arbitrator is a final and binding disposition of the particular grievance.

The parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Letter of Understanding by a single arbitrator at one session.

The intent of this Letter of Understanding is that the cases shall be presented by a designated representative of the Union and a designated representative of the Employer.

The location of the hearing is to be agreed by the Parties. The Parties shall equally share the costs of the fees and expenses of the arbitrator.

The expedited arbitrators, who shall act as sole arbitrators, shall as set out in Article 7.02(a) or 7.02(b) according to the nature of the dispute.

The arbitrator will be selected by mutual agreement. Failing agreement, the arbitrator shall be selected by availability.

For the University:

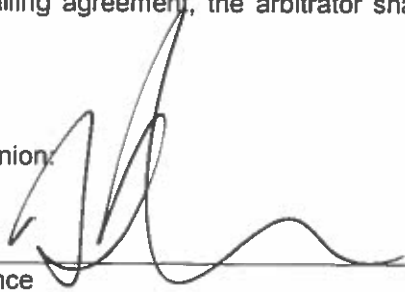


Corey Onyskevitch
Senior Employee Relations Manager

August 30, 2022

Date

For the Union:



David Lance
President

Aug 30/2022

Date

Date Tabled: OCT 3/22

Time Tabled: 12:56 pm

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #8 – Supplemental Employment Benefit (Article 18.08)

Delete the entirety of LOU#8 and replace the content with:

The Supplemental Employment Benefit (SEB) plan is to supplement the Employment Insurance Benefits received by workers for temporary unemployment caused by maternity leave.

1. Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan. The University will verify the receipt of EI benefits by requiring the employees to submit proof of benefits.
2. The benefit level paid under this plan is set at ninety five percent (95%) of the employees' regular weekly earnings; the University will pay the difference between ninety five percent (95%) of the employee's regular earnings and the amount of EI received by the employee.


In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed ninety five percent (95%) of the employees' weekly earnings.
3. This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.
4. The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.
5. Any period of leave of absence beyond the period of maternity leave set out in the Employment Standards Act shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions.
6. Notwithstanding the provisions of Article 3.04, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.
 - b. The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's

share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months (975 hours)* of return to work.

7. After completing six (6) months (975 hours)* of service following return to work after the leave, the University will pay to the employee 5% of their wages, at the time the leave began, for the initial waiting period and for the period of time EI Benefits were received.
8. An employee may request to receive the SEB plan retroactively after the employee returns to work for six (6) months of service (975 hours)* after the leave.

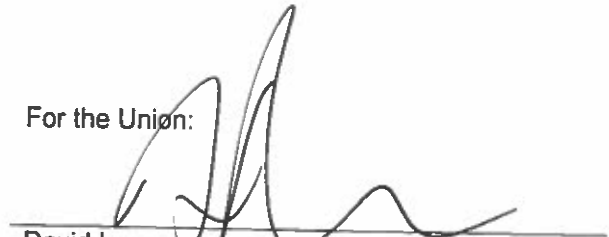
* Office/Clerical Employees
(910 hours of service)

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

October 4, 2022
Date

For the Union:


David Lance
President

Oct 4/2022
Date

**MATERNITY LEAVE REPAYMENT AGREEMENT
IN ACCORDANCE WITH THE LETTER OF AGREEMENT – ARTICLE 18.08 – MATERNITY
LEAVE:**

I _____ after consulting with a Union representative

(Employee name, please print)

or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave wage differential be paid to me during my leave of absence rather than after my leave of absence and agree to return to work and remain at work for a minimum of six months (975 hours of service or, for office/clerical employees, 9102 hours of service).

Should I fail to return to work, or having returned to work should I fail to complete six months (975 hours or, for office/clerical employees 9102 hours) of service, or if I resign, or if I am dismissed for just cause within six months (975 hours of service or, for office/clerical employees 9102 hours of service) of my return to work, I agree to repay the university 95% of net wages received during the first two weeks of maternity leave and the 95% of net wage difference paid to me during the following weeks of maternity leave including my share of the benefit premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated .

I understand that if I do not make the required repayment I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the (SEB) payments received. My share of the estimated benefit premiums/contributions is:

Optional Group Life

\$ _____

Initial: _____

Long Term Disability

\$ _____

Initial: _____

Pension Plan

\$ _____

Initial: _____

Employee Signature

Date

The University of British Columbia Representative

CUPE Local 116 Representative*

*This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 116, or the individual Union Representative.

Bargaining Proposal with changes tracked:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

**Re: LETTER OF UNDERSTANDING #8 – Maternity and Parental Leave (Article 18.08)
Supplemental Employment Benefit (Article 18.08)**

At the option of the employee, during the term of this Collective Agreement, the following procedure shall apply.

The employee shall opt for Plan A or Plan B, but not both:

1. ~~Plan A is the benefit as described in Article 18.08.~~
2. ~~Plan B is a Supplemental Employment Benefit (SEB) as described in Appendix I – SEB Plan, attached. The object of the SEB Plan is to supplement Employment Insurance Benefits during a period of unemployment due to maternity leave.~~
3. ~~Where the employee has opted for Plan B, the employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.~~
4. ~~Any period of leave of absence beyond the period of maternity leave set out in the Employment Standards Act shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions.~~
5. ~~Notwithstanding the provisions of Article 3.04, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:~~
 - a. ~~The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.~~
 - b. ~~The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months * (975 hours or, for office/clerical employees, 9102 hours) of return to work.~~
6. ~~Where the employee has opted for Plan B, after completing six (6) months * (975 hours or, for office/clerical employees, 9102 hours) of service following return to work after the leave, the University will pay to the employee 5% of their wages, at the time the leave began, for the initial waiting period and for the period of time Employment Insurance Benefits were received.~~

~~7. If the employee refuses to make an agreement under (5) above, or chooses not to exercise the option established in this Letter of Understanding, the provisions of Plan A shall apply.~~

APPENDIX I — SEB PLAN

Chief, Coverage and Premium Policy Division
Human Resources and Skills Development Canada
11th Floor, Phase IV
140 Promenade du Portage
Ottawa/Hull
K1A 0J9

Dear Sir/Madam:

~~Re: Submission of Supplemental Employment Benefits (SEB) Plan Revenue Canada Taxation Registration Numbers — LTP320410 and UBC900018~~

~~The University has recently concluded a new Collective Agreement with the Canadian Union of Public Employees (CUPE), Local 116, which includes the provision for a SEB plan for employees receiving Employment Insurance Benefits while on Maternity leave.~~

~~As requested, the following information is relevant to our application to have the proposed SEB plan approved by your office:~~

- ~~1. The group of employees covered by the plan are members of the CUPE, Local 116 bargaining unit, who have completed two (2) years of service. The number of employees covered by this plan is approximately 1700.~~
9. **The Supplemental Employment Benefit (SEB) plan is to supplement the Employment Insurance (EI) Benefits received by workers for temporary unemployment caused by Maternity leave.**
1. **Employees must prove that they have applied for and are in receipt of Employment Insurance EI B benefits in order to receive payment under the plan. The University will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs. proof of benefits.**

~~SEB is also payable for the two week statutory EI waiting period for eligible employees, but for no other period during which employees are not receiving EI benefits.~~

2. **The benefit level paid under this plan is set at ninety five percent (95%) of the employees' regular weekly earnings; the University will pay the difference between ninety five percent (95%) of the employee's regular earnings and the amount of EI received by the employee.**

In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed ninety five percent (95%) of the employees' weekly earnings.

3. **This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.**
4. **The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.**

5. Any period of leave of absence beyond the period of maternity leave set out in the Employment Standards Act shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions.
 6. Notwithstanding the provisions of Article 3.04, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.
 - b. The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months (975 hours)* of return to work.
 7. After completing six (6) months (975 hours)* of service following return to work after the leave, the University will pay to the employee 5% of their wages, at the time the leave began, for the initial waiting period and for the period of time Employment Insurance Benefits were received.
 8. An employee may request to receive the SEB plan retroactively after the employee returns to work for six (6) months of service (975 hours)* after the leave.
 - * Office/Clerical Employees
(910 hours of service)
 - ~~9. The plan is financed by the Employer's general revenue.~~
 - ~~10. Under the terms of the Memorandum of Agreement, the duration of the plan is technically from April 1, 2019 to March 31, 2022 inclusive (from date of ratification on, for the life of this Collective Agreement), although implementation of the SEB plan is explicitly contingent upon approval of the plan by your office.~~
 - ~~11. The University will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.~~
 - ~~12. Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.~~
 - ~~13. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.~~
- A copy of the Memorandum of Agreement, which includes a Letter of Agreement outlining the provisions of the SEB plan, is attached for your reference.

For the University:

For the Union:

Korey Onyskevitch
Senior Employee Relations Manager

David Lance
President

Date

Date

**MATERNITY LEAVE REPAYMENT AGREEMENT
IN ACCORDANCE WITH THE LETTER OF AGREEMENT – ARTICLE 18.08 – MATERNITY
LEAVE:**

I _____ after consulting with a Union representative

(Employee name, please print)

or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave wage differential be paid to me during my leave of absence rather than after my leave of absence and agree to return to work and remain at work for a minimum of six months (975 hours of service or, for office/clerical employees, 9102 hours of service).

Should I fail to return to work, or having returned to work should I fail to complete six months (975 hours or, for office/clerical employees 9102 hours) of service, or if I resign, or if I am dismissed for just cause within six months (975 hours of service or, for office/clerical employees 9102 hours of service) of my return to work, I agree to repay the university 95% of net wages received during the first two weeks of maternity leave and the 95% of net wage difference paid to me during the following weeks of maternity leave including my share of the benefit premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated .

I understand that if I do not make the required repayment I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received. My share of the estimated benefit premiums/contributions is:

Optional Group Life

\$ _____

Initial: _____

Long Term Disability

\$ _____

Initial: _____

Pension Plan

\$ _____

Initial: _____

Employee Signature

Date

The University of British Columbia Representative

CUPE Local 116 Representative*

*This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 116, or the individual Union Representative.

Negotiations between UBC and CUPE 116

Date Tabled: Aug 30

Time Tabled: 2:57 pm

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116


Re: LETTER OF UNDERSTANDING #9 – Job Selection Dispute Disclosure

Where the Union has filed a grievance at Step 3 on behalf of a member who was an unsuccessful applicant for a position posted under Article 10.01, Human Resources shall provide disclosure to the Union on the following basis:

- a. Subject to paragraph (b) and (e) of this Letter of Understanding, the University shall disclose the following information to the Union:
 - i. the grievor's application, resume, interview notes, and test results as relied upon in the selection process;
 - ii. the application, resume, interview notes and test results of the successful candidate as relied upon in the selection process;
 - iii. the application, resume, interview notes, and test results of other candidates included in the entire selection process as relied upon in the selection process
- b. The University shall only disclose information under this Letter of Understanding respecting an individual who was a CUPE 116 member at the time of application to the posting in question.
- c. Any third-party personal information contained in the material described above shall be redacted by the University prior to disclosure.
- d. That the purpose of the disclosure shall be to assist the Union in determining whether the University complied with the job selection provisions of the Collective Agreement and that the Union shall only use and disclose the information for this purpose.
- e. The University shall only disclose information under this Letter of Understanding to the extent that it is authorized to do so under the provisions of the Freedom of Information and Protection of Privacy Act.

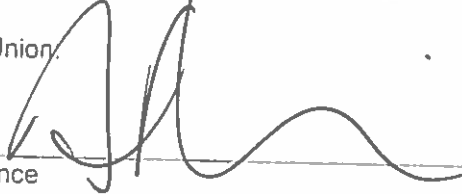
f. The Union acknowledges that any information it receives pursuant to this letter is governed by the provisions of the Personal Information Protection Act.

For the University: •



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

Date

August 30, 2022

Date

Aug 30 / 2022

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #10 – Apprenticeships

The parties agree that for the duration of the term of this Collective Agreement, this Letter of Understanding replaces the Annotation #3 to Schedule A.

- a. The University and Union agree to establish an Apprenticeship Advisory Committee with a maximum of ~~three (3)~~ **four (4)** representatives each within ninety (90) days of the ratification of this Collective Agreement.
- b. It is agreed that the Apprenticeship Advisory Committee shall be representative of the full spectrum of potential apprenticeships (e.g. building trades, culinary trades, and technical trades). Additionally, the Apprenticeship Advisory Committee may establish sub-committees for the purposes of Department specific apprenticeship programs and recommending department specific guidelines to the University. A sub-committee shall **consist of a minimum of** ~~be limited to~~ two (2) University members and two (2) Union members.
- c. The Apprenticeship Advisory Committee will examine the feasibility of further apprenticeships at the University, make joint recommendations to their respective principals as required, including recommendations about the utilization of the Apprenticeship Incentive Fund in accordance with the terms of Letter of Understanding #21 **and recommendations on how to attract, promote and provide apprenticeship opportunities to qualified candidates from groups that have been historically underrepresented.**
- d. The University shall establish appropriate apprenticeship programs to meet anticipated needs giving consideration to recommendations of the Apprenticeship Advisory Committee. The authority to manage apprenticeships, evaluate performance, and determine the ongoing status of individual apprentices shall remain exclusively vested with the University. The Apprenticeship Advisory Committee or, where established, the appropriate subcommittee will be kept informed of the progress of apprentices throughout the apprenticeship program in a timely fashion.
- e. The Apprenticeship Advisory Committee shall meet on a quarterly basis, or as necessary, to monitor the progress of apprentices. Where a subcommittee has been established, that subcommittee shall assume this responsibility.
- f. ~~Internally hired~~ Apprentices shall be paid at the established apprenticeship rates, which are calculated as a percentage of the journey rates, or as per the agreed Apprenticeship Retention Program for Internal Hires letter.

~~g. All other apprentices shall receive 2% over the prescribed journey person apprenticeship rates.~~

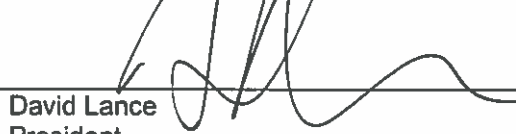
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

September 20, 2022
Date

For the Union:



David Lance
President

Sept 20 / 2022
Date

Date Tabled:

Spt 13 122

Time Tabled:

3:15 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: Letter of Understanding #11 Contracting Out (Article 24.03)

Attached hereto is a protocol which establishes a consultation and umpire process for the discussion and adjudication of matters arising within the frame of Article 24.03 (Contracting Out) of the Collective Agreement. However, in addition to the attached protocol, and apart from it, the parties agree to the following:

1. ~~Prior to December 31, 2019~~, **Prior to December 30, 2022**, the parties will reconstitute a the senior joint committee to discuss in good faith their respective concerns regarding contracting out, and to make every reasonable effort to constructively address those concerns.

Further the parties agree that the joint committee will review issues that impact the completion of projects retained in-house with the express purpose of establishing conditions that would facilitate additional contracting in, including work that may be standalone or project related.

The parties may agree to retain the Contracting Out Umpire, as set out in Article 7.02 as a Special Mediator to help facilitate discussions between the parties regarding issues of mutual concern with respect to Article 24.03, and this Letter of Understanding.

2. Notwithstanding the attached protocol, and irrespective of Article 24.03, where the University has given the Union notice of an intended contracting out, either party may elect to have the matter discussed and dealt with under the terms of this paragraph. In that event, it is agreed between the parties that the matter will be addressed solely on the basis of reasonableness. That is to say, the University and the Union may agree (without prejudice or precedent) to the contracting out or contracting in of a particular project, work or service; and the University and the Union further agree that neither of them will withhold agreement unreasonably. It is further agreed that the Umpire, as determined by Article 7.02(e) shall have exclusive jurisdiction to resolve any differences between the parties arising from the operation of this paragraph including the test of reasonableness; further, that the exercise of such jurisdiction in relation to the test of reasonableness shall be notwithstanding the terms of the Collective Agreement. Decisions made by the Umpire under this paragraph shall be on an expedited basis, in accordance with procedures established by the Umpire which may include hearings by conference telephone call.
3. The Umpire shall have the jurisdiction to expeditiously resolve any disputes about the interpretation or applications of this letter of understanding or Article 24.03.

PROTOCOL

Consultation – Contracting Out

1. The parties agree to establish a Contracting Out Committee. The Committee will be comprised of three (3) persons representing the University and three (3) persons representing the Union. Each party shall designate a co-chair.
2. The Contracting Out Committee shall meet twice monthly on dates which shall be established by the Committee on an annual basis. After one (1) year, the Committees shall re-examine and determine the required frequency of meetings.
3. Not less than five (5) days prior to each committee meeting, the University shall notify the Union in writing of work or services which it intends to contract out, providing pertinent information.
4. Not less than two (2) days prior to each committee meeting, the Union shall notify the University and the members of the Contracting Out Committee of matters requiring the Committee's attention. The co-chairs of the Committee shall then confirm with each other the upcoming agenda.
5. The Committee shall use its best efforts to resolve any issue or dispute arising from matters referred to it. The following conditions shall apply with respect to the committee meetings:
 - a) all discussions will be without prejudice, and
 - b) the outcome will go on record.

If agreement is reached, this agreement is binding and will be implemented, and the matter will be considered resolved.

6. Any matters not resolved by the Committee shall be referred to the Contracting Out Umpire who shall expeditiously decide the matter and whose decision shall be final and binding. Notwithstanding the grievance and arbitration provisions of the Collective Agreement, the Umpire shall have the jurisdiction to interpret and apply the Contracting Out provisions of the Collective Agreement, and the provisions of this letter of understanding. For clarity, the jurisdiction of the Umpire includes the adjudication of an allegation by the Union that the University has wrongly failed to give notice of a Contracting Out. In the event of such an allegation, the matter will be discussed by the Committee under paragraph 5 of this protocol prior to being referred to the Umpire under this paragraph.
7. The Umpire may determine their own procedures which shall be appropriate to the nature of the issue, with the aim of the promptest possible ruling. Fees and expenses of the Umpire shall be shared equally by parties.
8. Notwithstanding the above provisions, the University may proceed to contract out work under the following circumstances:
 - i. Where the submission to the Committee arises from a vacant position that has been posted as a Full-time Regular appointment, and for which the University is actively recruiting; work that would normally be performed by the position may be contracted out once the posting has closed and the University has determined that it is unable to fill without delay or reposting. Prior to contracting the work out, the Committee will be informed of the University's intention to contract out such work. The University is required to continue to actively recruit the position in question. Contracting out undertaken under such circumstances will cease once the position has been filled and the successful candidate has started.
 - ii. Once thirty (30) days has passed since a submission has been made and the Committee has been unable to render a meaningful decision; the University may proceed to contract out the proposed work. The scope of permissible work being contracted out will be the same as that submitted to the Committee. In

circumstances where the Committee is waiting for a meaningful response from the University to a substantive inquiry, the period of time required before contracting out shall be extended to reflect the delay in providing information.

A decision by the University to contract out work under the above provisions (8i. and 8ii.) is without prejudice to the Union's ability to refer the matter to the Contracting Out Umpire. Should the Umpire determine that the University's decision was not reasonable, as per the terms of this Letter of Understanding and Protocol, they shall have the jurisdiction to determine an equitable remedy.

9. The Umpire shall be as designated by Article 7.02(e).
10. The Umpire shall have the jurisdiction to resolve expeditiously any dispute about the interpretation or application of this letter of understanding or Article 24.03.

Recommendation of Special Mediator Don Munroe, Q.C., in a letter dated September 25, 1995 and a decision dated June 23, 1997 and amended June 16, 2011 and June 8, 2019.


For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:



David Lance
President

Oct 8 / 2022
Date

Date Tabled: Oct 4/22

Time Tabled: 5:26 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: LETTER OF UNDERSTANDING #12 – Student Housing and Hospitality Community Services (Food Services) - Addendum

The University and the Union agree that given the exceptional circumstances in Student Housing and Hospitality Community Services ("Food Services") the following provisions shall apply. Except as noted in this Letter of Understanding the Collective Agreement remains in full force and effect. This Letter of Understanding will be in effect until the expiry of the Collective Agreement, subject to the continuation provisions of Article 29.q

1. Specialized Skills and Training:
 - a. The following locations require specialized skills and training to meet franchise and/or service standards and requirements for classifications that are used in other Food Service locations:
 - i. ~~Sage Bistro~~
 - ii. The Point
 - iii. Tim Horton's
 - iv. Starbucks
 - v. Hero Café
 - vi. Bento Sushi and Pacific Poke (Cook classifications only)
 - vii. ~~Triple O's and Mercante (Cook classifications only)~~
 - vii. Subway
 - b. All positions for these units will be posted in accordance with the provisions of Article 10 of the Collective Agreement.
 - c. Employees who are selected for positions requiring training will be scheduled in these locations and will be assigned hours based on their availability, and seniority.
 - d. Employees who are selected to work in the above mentioned locations will be assigned to that location for one (1) year at a time commencing May 1 and ending April 30 of the following year. Employees will continue from year to year on the understanding that on

each April 1 they may indicate that they no longer wish to be assigned to that location. Employees choosing to leave these locations will be provided an opportunity to select their pool, and they will be scheduled based on their seniority and availability.

- e. Each specialized location may train, after meeting their regular scheduled needs, up to three (3) trained employees in each applicable classification available as on-call employees for that location. These designated employees will be normally scheduled within their assigned pools but may be reassigned to a specialized location as required.
- f. Employees must be successful in meeting the training requirements. If employees are having difficulty with training a training plan will be discussed and implemented.

2. Scheduling:

a. Classification:

- i. Employees shall retain only one (1) classification.
- ii. Employees will be scheduled to work in their classification and in lower paid classifications for which they are qualified and able to perform competently the work involved in accordance with their availability and seniority. As per the current posted Master Schedule, employees shall be paid in accordance with the schedule and the rate of pay associated with their classification.
- iii. Employees shall be considered scheduled when the hours are reflected on the Working Schedule or when they are offered and accept extra hours at the beginning or end of the shift.

Employees who perform work of a higher classification than that which they hold for one (1) hour or more in a shift will be temporarily promoted when they do so in accordance with Article 10.07 and 19.03 of the Collective Agreement; they shall be paid at the first step of the higher pay grade that provides at least a thirty (30) cents per hour increase.

b. Pools:

- i. There shall be two employee pools:
 - Residential
 - Retail
 - ii. Employees will be scheduled to work in their respective Pool. Employees cannot use their seniority to displace employees working in the other Pool.
 - iii. ~~Employees may indicate that they no longer wish to be assigned to their Pool by submitting a written request to be transferred by April of each year for a change effective in September of that year, based on their seniority.~~
 - iv. Within the Retail Pool, the University shall offer the training necessary to ensure the fullest availability of shifts by seniority. Should an employee choose not to be trained for a specific location within a Pool, they may not rely upon their seniority to displace an employee trained for that location.
- ii. Transferring pools

An employee who wishes to change their assigned Pool must submit a written request to be transferred by April of each year for a change effective in September. Requests will be assessed on the basis of seniority and shall not be unreasonably denied.

c. Schedules:

- i. Master Schedules will be posted in each operation in April, December and August of each year. The Master Schedule will provide the basis of assigning staff to a location and for the optimal hours required to staff the location. Daily and weekly changes will result in the posted Working Schedule in each location assigning hours according to availability, seniority and location.
- ii. Part-time Regular and Auxiliary employees will be required to complete an availability form in which they express a preference for regularly-scheduled or on-call work, shifts, prior to the development of each Master Schedule. The form will provide as much information as possible about operational closures at various operations. An employee's availability form must indicate a minimum of three (3) different days per week that they are available to work, during times in which shifts are typically scheduled by the department. Part-time Regular and Auxiliary employees will be scheduled as per their availability in order of seniority where they are qualified and able to competently perform the work of the position. Where the preferences expressed by the employee cannot be accommodated for reasons of availability and seniority, the University shall make reasonable efforts to offer hours to a Part-time Regular employee.
- iii. **Changes to availability forms after the deadline will take effect two (2) weeks after submission ~~they have been approved and will be for additional for on call opportunities. any changes will be considered~~ Resulting changes to scheduled shifts will not take effect until when a new Master Schedule is created within that scheduling period.**
- iv. Full-time Regular and Sessional employees will not complete an availability form and are expected to be available for work as operationally required. Subject to operational requirements, employee preference and seniority shall be considered. Sessional employees will be scheduled for a minimum of nine-hundred and sixty (960) hours during the term of their Sessional appointment.
- v. Changes to the Master Schedules will only be made in extraordinary circumstances such as a significant upturn (e.g. opening a new operation) or downturn in business (e.g. closure of an operation). Where an employee's hours of work will be reduced significantly during the period of a Master Schedule, changes will be made to schedule the employee for additional planned or unplanned absences. Absences of employees of less than two (2) weeks shall not require a change to the Master Schedule. **~~Changes to the master schedule for absences of employees for longer than two (2) weeks, will be subject to operational requirements. Any change to the Master Schedule that results in a reduction in the overall schedule must be due to a change in operational requirements.~~** The operation of this provision shall be set out in the Food Services Scheduling Process Practices Guidelines. There will be no adjustments in the Residential Pool for **fall break, winter slowdown, spring break and April slowdowns**. Within the Retail Pool, adjustments for **fall break, winter slowdown, spring break and April slowdowns**, shall be made subject to operational requirements.

- vi. Should short-term changes to the Working Schedule be required, the Employer will notify the employees affected no later than forty-eight (48) hours prior to the assigned shift. Such changes will be made in accordance with availability and seniority. If additional staff are required, the Employer shall offer the shifts in accordance with seniority.
- vii. Employees who so wish and where possible may work a split shift in their classification in order to maximize their hours worked. Split shifts however will not be common. There shall be a maximum of four (4) hours between the end of the first section of the shift and the beginning of the second section. A split shift shall be completed within twelve (12) hours of an employee's starting work.
- viii. Food Services may schedule employees for seventy-five (75) hours over a two (2) week period by scheduling no more than six (6) consecutive working days within the two (2) week period. Days off shall be scheduled in a manner that ensure that a minimum of two (2) consecutive days off occur within the two (2) week period. The two (2) week period will be calculated from the start of the day shift every other Sunday. It is understood that no employee shall work seven (7) or more consecutive days without incurring overtime.

d. Information for Employees:

The University will maintain scheduling process guidelines and a list of frequently asked questions detailing scheduling requirements and process to be distributed to all employees at orientation. **The parties agree to review the Food Services Scheduling Process Guidelines as needed.**

3. Extra Hours and On-Call:

- a. An "on-call" availability list shall be established and the following provision shall apply:
 - i. Employees who have a regularly scheduled shift on the master schedule will be considered available for extra hours on-call as per their availability and seniority. These employees can accept or decline offers of extra hours without consequence. Employees who are already assigned a shift in a location will not be eligible for on-call opportunities that would require the cancellation of an already scheduled shift.
 - ii. Employees whose availability and seniority would entitle them to fewer than twenty (20) hours per week will have the option to:
 - 1. Accept a schedule which is less than twenty (20) hours per week and/or request extra hour's on-call. The rights and obligations of employees requesting extra hours on-call shall be in accordance with 3(b) below. An on-call employee exercising their rights under this provision shall be not be able to rescind previous accepted shifts.
 - 2. Apply for a leave of absence for the scheduling period.
- b. Employees who after reviewing options 3(a)(i) and 3(a)(ii) above choose to request only on-call work on their availability form or do not qualify for a regularly scheduled shift due to insufficient seniority or availability shall be required to comply as follows:

- i. Employees shall be called in order of seniority in accordance with their stated availability for "on-call" work.
- ii. Employees may amend their availability by completing and submitting the appropriate availability form. Changes will take effect ~~no earlier than~~ two weeks from the date of form submission, subject to operational requirements. ~~Requests for permanent amendments to availability must be submitted in writing.~~
- c. The University will renew the "on-call" availability list at least two (2) times per year for September and May.

4. Scholar's Sage Catering:

- a. The following provisions regarding scheduling apply to employees in SageScholar's Catering:
 - i. The work schedule will be posted every Thursday, ten (10) days prior to the start of the week being scheduled. The hours of work will be posted in two (2) ways:
 1. A schedule list that provides employees' names and days and times that they are scheduled to work; and
 2. On separate function sheets outlining the function and location of work.
 - b. Employees shall ensure that they are aware of their work schedule once posted.
 - c. Employees are not permitted to exchange shifts. Employees must notify the Sage Catering office of any shifts that have been assigned within their availability that they are unable to work.
 - d. **Should short-term changes to the Sage work schedule be required, employees will be notified no later than forty-eight (48) hours prior to the assigned shift. Such changes will be made in accordance with availability and seniority. If additional staff are required, the Employer shall offer the shifts in accordance with seniority.**

5. Work of the Bargaining Unit:

- a. Managers in Food Services may assist with work of the bargaining unit during busy periods subject to the following conditions:
 - i. Such assistance may be provided for up to a maximum of fifteen (15) minutes duration consecutively or non-consecutively up to thirty (30) minutes in a normal seven (7) hour shift and only where normal staffing is maintained and employees do not have hours reduced or are not laid off;
 - ii. The manager(s) must keep a log of their performing work of the bargaining unit; and
 - iii. The University and the Union will review the situation on an as needed basis.

6. Dispute Resolution:

- a. Where a dispute arises regarding the application, administration or interpretation of this Letter of Understanding, the parties have the choice to either go through the Grievance procedure under Article 6 or the dispute resolution under this Letter of Understanding.
- b. Upon receiving notice of a dispute the parties shall meet and attempt to resolve the dispute informally within ninety (90) days. It is understood and that the ninety (90) days shall begin with a copy of the written concerns being delivered to UBC Human Resources and the Union.

Should the parties be unsuccessful in finding a resolution to the matter or upon the expiry of ninety (90) days, the dispute shall be referred to a mediator. The mediator shall receive written submissions from the parties at the time the matter is referred. The parties agree that the mediator will be assigned from the list of arbitrators set out in Article 7.02(a) by mutual agreement. Failing agreement, the mediator shall be selected by availability. If the mediation is unsuccessful the mediator will issue recommendations which will be binding on the parties until the expiration of the Collective Agreement.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:



David Lance
President

Oct 7 2022
Date

Date Tabled: Aug 30

Time Tabled: 2:57 PM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #13 – Use of Contractors to Perform Inventory in the Bookstore

The University and the Union agree that it is desirable to have the Bookstore open rather than closed during the Annual Inventory.

In order to fulfill this desire, the parties agree to the use of a contractor, their employees and University employees as set out herein.

All Bookstore employees available and willing to perform inventory work who are not otherwise scheduled and working a full daily shift as set out in the Collective Agreement, shall be employed for up to the full daily shift hours set out in the Collective Agreement provided it does not result in daily or weekly hours that result in overtime rates.

The difference in available and willing University employees and the total number of employees required to complete the Inventory Project in two (2) days, shall be made up of Contractor employees.

For the University:

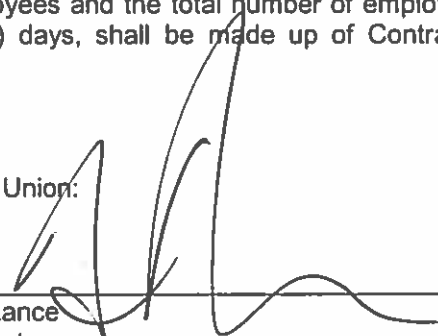


Corey Onyskevitch
Senior Employee Relations Manager

August 30, 2022

Date

For the Union:



David Lance
President

Aug 30 / 2022

Date

Date Tabled: OCT 3/22

Time Tabled: 3:57pm

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #14- Student Workers in Food Services

The University and the Union agree that given the exceptional circumstances in the Department of Food Services the following provisions shall apply to student workers.

The parties acknowledge that clarity about the status quo regarding the use of student workers in the Department of Food Services is important. The parties have had much discussion in bargaining about their respective understandings of the status quo, and this reflects their mutual understanding.

The parties agree that the provisions within this Letter of Understanding are the only ones within the Collective Agreement that apply to student workers in the Department of Food Services.

1. Student workers shall be exempt from paying Union dues.
2. The amount of hours worked by a student worker in any given week will not exceed fourteen (14) hours. The shift a student worker works will not exceed four (4) hours.
3. Student workers shall not replace any regular scheduled employee in the Department of Food Services.
4. Disputes under this LOU shall be managed through the Dispute Resolution provisions set out in LOU #12.

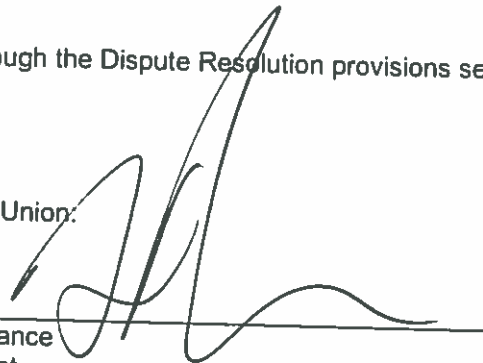
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

OCT 3 / 2022
Date

Negotiations between UBC and CUPE 116

Date Tabled: Aug 30
Time Tabled: 2:57pm

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #15 – Articles 18.01 and 18.02 – Leave for Union Business

Further to discussions in April/May 2001, including the assistance of Donald R. Munroe, Q.C., the University and the Union agree as follows with respect to the application of Articles 18.01 and 18.02. The University's obligations to pay under Article 18.01 will be limited to time spent on any matter during employees' regularly scheduled hours of work.

The parties agree to administer the provisions of this Letter of Understanding reasonably, including but not limited to the number of representatives designated for grievance and other meetings.

Grievances/Arbitrations

The University pays for up to three (3) officially designated representatives of the Union to attend:

- Grievance Meetings
- Arbitration Hearings
- Travel time to attend Grievance Meetings and Arbitration Hearings
- Preparation time with the Grievor, Witnesses and normally not more than one (1) Steward per Grievor for Grievance Meetings and Arbitration Hearings

The Union pays for its representatives to:

- Prepare for Grievance Meetings, other than as provided for above
- Prepare for Arbitration Hearings, other than as provided for above
- Attend the Union's Grievance Committee Meetings
- Prepare for and attend at Labour Relations Board Hearings

Collective Bargaining

The University pays for up to five (5) officially designated representatives of the Union to attend:

- Actual Collective Bargaining sessions

- Actual Mediation sessions
- Travel time to attend Collective Bargaining and Mediation sessions

The Union pays for its representatives to:

- Prepare for Collective Bargaining
- Union caucus time on other than an actual Bargaining day
- Prepare for and attend at Essential Services Hearings

Official Joint University/Union Committees

The University pays for up to three (3) officially designated representatives of the Union to attend:

- Actual Committee Meetings
- Follow up requested by the Committee
- Preparation time for the Joint Health & Safety Steering Committee and the Contracting Out Committee Meetings
- Time to respond to University proposals or issues in advance of the meeting
- Travel time to attend Committee Meetings

The Union pays for its representatives to:

- Prepare for Committee Meetings, other than as provided for above
- Perform work outside of the meetings required by the Union

Meetings with the University

The University pays for representatives of the Union to attend:

- Meetings required by or agreed to by Management
- Meetings regarding layoff as provided for in Article 11.04, paragraph 3
- Meetings otherwise provided for in the Collective Agreement

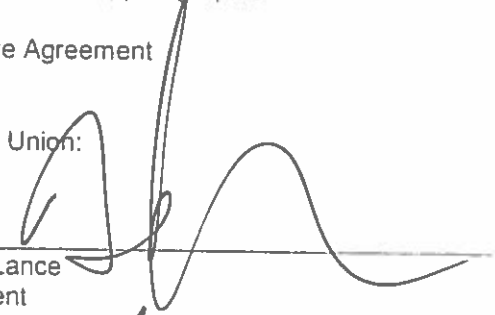
For the University


 Corey Onyskevitch
 Senior Employee Relations Manager

Date

August 30, 2022

For the Union:


 David Lance
 President

Date

Aug 2 / 2022

Date Typed: SEPT 28/22
Time Typed: 2:05pm

Bargaining Proposal:

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

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

Re: LETTER OF UNDERSTANDING #16 - Internships

The parties recognize that academic units may establish internship programs. The interns will have an undergraduate, master's, or doctoral degree. The intent is for interns to have the opportunity to apply their education in a practical setting prior to pursuing further education or experience. The following terms shall apply to internship programs:

- a) Internship terms of up to two (2) years.
- b) Article 10.02 would not apply. Job selection to be made on academic criteria **with consideration being provided to qualified candidates from groups that have been historically underrepresented.**
- c) Interns would not accrue seniority unless they move into another CUPE 116 role. In such cases, seniority would then be credited back to the start date of the internship program and calculated in accordance with Article 9.01.
- d) Interns would not be eligible for layoff and recall provisions.
- e) Interns may be employed within curated collections in the Beaty Biodiversity Museum, the Museum of Anthropology, the Belkin Art Gallery, and the Pacific Museum of the Earth.
- f) Interns may be employed within teaching and research collections in the Departments of Botany, Zoology, and Earth, Ocean and Atmospheric Sciences.
- g) Interns may be employed within the Department of Psychology.
- h) Interns may also be employed within other Departments and/or Units as agreed to between the Union and University.
- i) Internships are not intended to replace ongoing bargaining unit positions and no Union member shall be laid off as a result of an internship program.
- j) The University shall not hire more than two (2) interns at any given time within a Department or Unit described above without Union agreement.

Date Tabled: 50th 28/22

Time Tabled 1:58 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: **NEW LETTER OF UNDERSTANDING #17 – Opportunities for Underrepresented Groups**

The University and Union agree to establish a working group within one hundred and twenty (120) days to discuss in good faith recommendations on methods to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented and opportunities to further promote equity, diversity and inclusion within the Collective Agreement. ~~and to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented.~~

The purpose of the working group is to:

- 1) Identify and develop initiatives to attract prospective employees from historically underrepresented groups.
- 2) Examine, identify and recommend areas within the Collective Agreement wherein initiatives and programs may be undertaken to advance and promote equity, diversity and inclusion for historically underrepresented groups.
- 3) Where appropriate, the working group may recommend changes to the Collective Agreement consistent with Article 3.05 for consideration by the parties.
- 4) ~~Identify and develop initiatives to attract prospective employees from historically underrepresented groups.~~

The working group will have a maximum of four (4) representatives from each party. It is also understood that from time to time, additional resource people over and above the four (4) representatives may be required to attend. The working group shall meet every two (2) months, or more often as necessary.

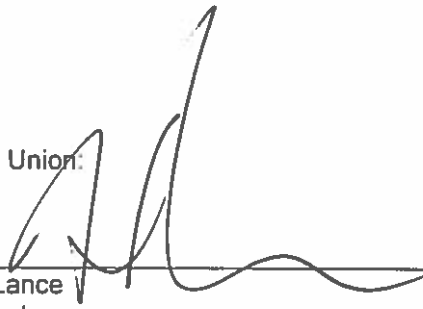
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

September 28, 2022
Date

For the Union:



David Lance
President

Sept 28/2022
Date

Date Tabled: Oct 5/22

Time Tabled: 2:22 AM

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #19 - Overpayments

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 (\$500.00) and such error has been made in good faith, the University shall be entitled to recover any overpayment under the following conditions:

1. Where the error has been reported by the employee, and the University confirms the amount(s) owing with the employee; or, where the University discovers the error, and a detailed breakdown of the error is given to the affected employee as soon as practicable.
2. Unless the employee proposes an alternative payment plan, the instalment amounts will be made by payroll deduction and shall not exceed fifty dollars (\$50.00) per pay period, on the following basis:
 - For employees earning less than two thousand dollars (\$2000.00) per pay period, the maximum amount deducted per pay period shall be fifty dollars (\$50.00).
 - For employees earning more than two thousand dollars (\$2000.00) per pay period but less than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be seventy-five dollars (\$75.00).
 - For employees earning more than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be one hundred dollars (\$100.00).
3. In the event the overpayment exceeds five-hundred dollars (\$500.00), the parties agree that every effort will be made to reach an agreement on repayment terms within thirty (30) calendar days.
4. Where an employee disputes that an overpayment occurred, or the amount owing, recovery shall not be made under this letter.
5. Any grievance filed relative to this LOU will be heard at Step 3 and referred to Expedited Arbitration.
6. In the event the employee leaves the employment of the University before the University is able to fully recover an overpayment, the University shall be entitled

to make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.

7. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the University.

This Letter of Understanding does not apply where the overpayment results from an act of bad faith or other culpable action.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

Oct 5 / 2022
Date

Date Tabled: Oct 3/22

Time Tabled: 3:59pm

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING – Recruitment and Retention Initiatives

The parties recognize that there are circumstances where the ability to recruit and retain employees for positions at the University can be challenging.

It is agreed that should a department seek to introduce a recruitment or retention initiative that requires Union agreement as a result of a change in a condition of employment, the University will provide the Union with the following information:


- 1) Department
- 2) Position/Classification and number of vacancies
- 3) Length of time undertaken by the recruitment or retention initiative
- 4) Reasons necessitating the recruitment or retention initiative
- 5) Relevant details related to the form of the recruitment or retention initiative

~~Union agreement is required where the recruitment or retention initiative would result in a change in a condition of employment.~~ Agreement will not be unreasonably withheld.

Where a recruitment or retention issue is identified, the parties agree to enter into good faith discussions regarding potential measures and steps to undertake to help resolve the issue. The parties agree to exchange any necessary documentation and supporting information.

The University agrees to provide updates related to all recruitment and retention initiatives at Labour Management Committee meetings.

For the University:

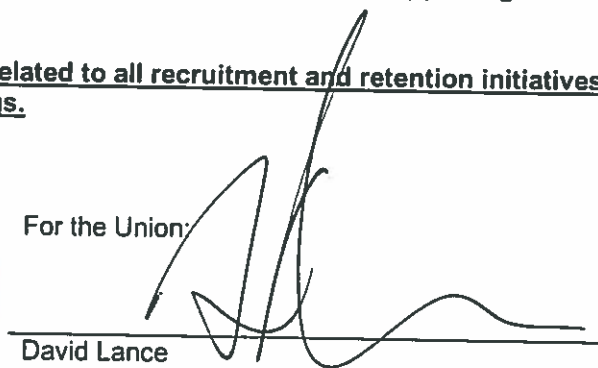


Corey Onyskevitch
Senior Employee Relations Manager

Date

October 3, 2022

For the Union:



David Lance
President

Date

Oct 3/2022

UNION PROPOSAL

Negotiations between UBC and CUPE 116

Date Tabled: SEPT 20 2022

Time Tabled 3:15 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: LETTER OF UNDERSTANDING #21 – Apprenticeship Incentive Fund

The parties agree that this Letter of Understanding is incorporated into Annotation #3 to Schedules A, B and C on an ongoing basis.

The University agrees to establish an Apprenticeship Incentive Fund to partially offset departmental costs associated with supporting apprenticeships.

The fund will be targeted ^{the} towards increasing the feasibility of further apprenticeship opportunities at the University **including exploration of additional opportunities for historically underrepresented groups**. Usage and utilization shall be reported to the Apprenticeship Advisory Committee for review and input into ensuring that the fund is meeting its purpose.

An employee may apply directly for reimbursement of tuition fees or the costs of required tools and equipment that are not provided by the University. A department may apply for reimbursement for such expenses incurred on an employee's behalf.

In addition, a department may apply for partial reimbursement of the payroll costs incurred by providing an apprentice with a leave without loss of pay to attend apprenticeship courses. Departments will be reimbursed based on the overall utilization of the Fund. Irrespective of the status of the Fund, employees shall receive a full compensatory payment in lieu of lost wages while attending required apprenticeship courses.

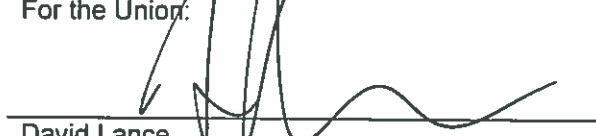
Any amounts unused within a fiscal year shall be carried forward for use in future years

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

September 20, 2022
Date

Sept 20/2022
Date

Date Tabled: Oct 3/22

Time Tabled: 3:58pm

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #22 – Application of Article 3.06 and Letter of Understanding #12 Employees of Food Services and Housing

The following specific terms and conditions apply to the application of Article 3.06 and Letter of Understanding #12 for employees who maintain a Food Services appointment for the Winter Session (September through April) and a Housing appointment for the Summer Session (May through August).

1. Part-time Regular Status:

- a. An employee who otherwise meets the requirements of Article 3.06 to be converted from Auxiliary status to Part-time Regular will be converted subject to the following conditions:
 - i. The employee must work a minimum of seven hundred (700) hours during the Winter Session;
 - ii. The employee must work a minimum of three hundred and forty (340) hours during the Summer Session; and,
 - iii. The employee must maintain a general availability of thirty-seven and one-half (37.5) hours per week during the entire year.
- b. Absent significant extenuating circumstances, an employee who fails to maintain the above conditions will be reverted to an Auxiliary employee. The provisions of Article 10.06 will apply.
- c. An employee converted to Part-time Regular who subsequently would qualify for Part-time Regular status on the basis of their primary position will no longer be subject to paragraph a. above and will be subject to the normal requirements of a Part-time Regular employee.
- d. Should either Food Services or Housing experience a significant drop in business volume or revenue such that they are no longer able to sustain the minimum hours commitments to Regular employees, it is agreed that employees converted under this Letter of Understanding shall be reverted to Auxiliary status prior to reducing the hours of other Part-time Regular employees or initiating layoff procedures. The provisions of Article 10.06 will apply.

2. Sessional Employees:

- a. Where the University identifies a need for Sessional employees within Food Services, the positions shall be posted as vacancies in accordance with Article 10.01. Any such posting will contain information indicating whether work will likely be required on weekends and on afternoon or night shift.
- b. Where a Regular employee applies indicating a preference for a Sessional appointment, they will be converted to Sessional. The remaining Sessional positions shall be filled by Auxiliary employees within the same classification who have applied to the posting on the basis of seniority, subject to satisfactory performance where the University has taken appropriate steps to address performance issues.
- c. Where a Part-time Regular employee has been converted to Sessional as above, the University will determine whether the conversion creates an opportunity to increase the number of Sessional positions filled from the posting.
- d. The University will not replace incumbent Regular employees with Sessional appointments, nor reduce the number of Full-time Regular employees with sessional appointments except through the operation of Article 11.
- e. In order to ensure an orderly and equitable introduction to the use of Sessional employees within Food Services, the parties agree:
 - i. That the University will balance the number of Sessional appointments posted with ensuring that current Auxiliary employees who provide a minimum thirty-seven and one-half (37.5) hours of availability per week shall retain the opportunity to establish Part-time Regular status as set out in Article 3.06; and,
 - ii. That this is a transition provision that will remain in force and effect for the duration of this Collective Agreement only and will expire on March 31, 20225 irrespective of the renewal of this Letter of Understanding.
- f. ~~The University agrees not to post for Sessional positions with a start date earlier than January 1, 2020. For positions posted in January 2020, the University may fill four (4) month Sessional appointment with a requirement that they work four hundred and eighty (480) hours by April 30. All subsequent Sessional postings in Food Services will be a minimum of six (6) months and a maximum of nine (9) months.~~

3. Dispute Resolution:

- a. Any dispute arising from the operation or application of this Letter of Understanding shall be managed under the Dispute Resolution procedures of Letter of Understanding #12.

- b. The Dispute Resolution procedure of Letter of Understanding #12 is modified solely with respect to timelines. The meeting between the parties must occur within thirty (30) days. A referral to the mediator arising from this Letter of Understanding may be made after thirty (30) days.

For the University:


Korey Orlyskévitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:


David Lance
President

Oct 5 2022
Date

Date Tabled: OCT 3/22

Time Tabled: 3:55pm

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF UNDERSTANDING #23 – Sessional Employees

The University shall post vacancies for Sessional employees, or otherwise fill Sessional employee positions, subject to the following terms:

1. In departments or units that traditionally utilize Seasonal employees, the University may post and fill Sessional positions as an alternative to Seasonal employees.
2. In academic departments or units where there is an identified and discrete need for sessional employees to align with a teaching program or a research project, the University shall post and fill no more than three (3) Sessional positions within the department or unit.

The University will notify the Union of any posting for a Sessional employee with an explanation as to the rationale for a Sessional employee, including the reasons why a Full-time Regular or Part-time Regular position would not be suitable.

Should a department or unit wish to use more than three (3) Sessional employees, Union agreement is required.

3. In any other department or unit, the University shall not employ more than two (2) Sessional employees at any time.

The University will notify the Union of any posting for a Sessional employee with an explanation as to the rationale for a Sessional employee, including the reasons why a Full-time Regular or Part-time Regular position would not be suitable.

Should a department or unit wish to use more than two (2) Sessional employees, Union agreement is required.

4. The University will not replace Regular positions with Sessional appointments except by agreement with the Union.

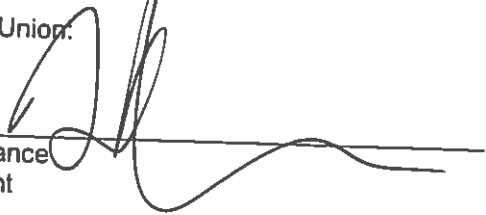
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 3, 2022
Date

For the Union:



David Lance
President

Oct 3/2022.
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: LETTER OF UNDERSTANDING #24 – Sustainable Transportation Program Initiative
Pilot Project**

This Letter of Understanding governs the administration of the Sustainable Transportation Program joint committee, which reflects the continued commitment by the parties to encourage more sustainable modes of transportation, which is critical to meeting the University's sustainability goals and supports recruitment and retention initiatives. University and Union agree to establish a joint committee within one hundred and twenty (120) days to develop and implement a pilot project to support sustainable transportation initiatives. The terms of reference for the committee are:

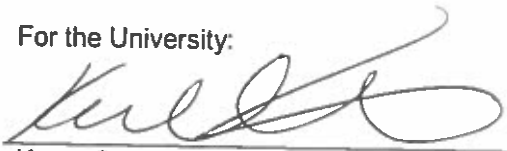
1. Eligibility criteria will be for the following pay grades:
 - a) Schedule A: Compensation rates at Pay Grades 11a and below
 - b) Schedule B: Pay Grades 1 and 2

It is further understood that the committee will determine the feasibility of adding additional pay grades that will be eligible based on the funding being provided.

2. The Committee shall consider subsidizing public transportation, including discounting Compass Cards for sale through University Community Services, car and van pools, and other sustainable transportation initiatives.
3. Single occupancy vehicles and single occupancy car share services shall not be considered.
4. The Committee shall consider administrative efficiency as a criterion in the development of the pilot project.
5. The Committee shall ensure that if any benefit or subsidy constitutes a taxable benefit, that the administration of the project includes compliance with taxation requirements.

The University shall provide maintain the current \$75,000 in annual funding for the program to the March 31, 2023. The University will increase the funding to \$200,000 per year beginning on April 1, 2023.

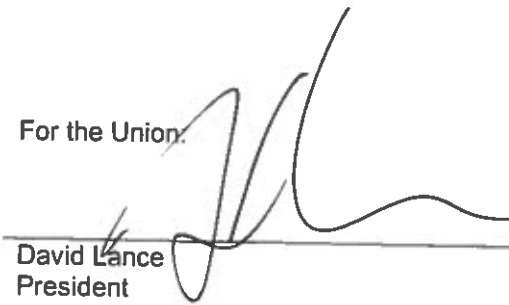
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 4, 2022
Date

For the Union:



David Lance
President

Oct 4/2022
Date

Negotiations between UBC and CUPE 116

Date Tabled: Sept 22/22

Time Tabled: 3:09 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: **NEW LETTER OF AGREEMENT #1 – Accommodation Process Improvement Working Group**

LETTER OF AGREEMENT #1 – Accommodation Process Improvement Working Group

The University and Union agree to establish a working group within one hundred and twenty (120) days to discuss in good faith their respective concerns regarding the accommodation process, and to make every reasonable effort to constructively address those concerns.

The purpose of the working group is:

1. To examine and recommend improvements to the existing accommodation processes to create a clear, consistent and transparent procedure for all CUPE 116 members;
2. To provide procedural clarity on the accommodation processes, as well as an understanding of the respective participants' legal obligations and their roles and responsibilities; and
3. To provide greater awareness and training on the accommodation processes.

The parties agree that any recommendations made by the committee cannot alter detract from the obligations contained in Article 23.18, the *Human Rights Code* or University policy.

The working group will have a maximum of four (4) representatives from each side. It is also understood that from time to time, additional resource people over and above the four (4) representatives may be required to attend. The working group shall meet every two (2) months or more often as necessary.

The parties commit to share all information necessary to discuss concerns about the existing processes by January 31, 2023 in order to facilitate the proper functioning of the working group.

For the University:


Corey Onyskevitch
Senior Employee Relations Manager

Sept 20, 2022
Date

For the Union:


David Lance
President

Sept 22/2022
Date

Date Tabled: Sept 22/22

Time Tabled: 11:10 AM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: LETTER OF AGREEMENT #2 – Schedule B Review

Schedule B Review

The University and Union agree to establish a working group within one hundred and twenty (120) days to review the current Schedule B wage grid for the purpose of providing orderly pay grades and establishing updated job hierarchies, where appropriate. Except as required by the operation of Article 20 of the Collective Agreement, the parties agree to a cost neutral approach.

For the University:



Korey Gnyскеvitch
Senior Employee Relations Manager

SEPT 22, 2022
Date

For the Union:



David Lance
President

Sept 22/2022
Date

Date Tabled: OCT 3/22

Time Tabled: 6:08 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: LETTER OF AGREEMENT #3 – Health Spending Account

The parties agree that the current Health Spending Account available to CUPE 116 members shall increase to five hundred dollars (\$500) per year per eligible employee.

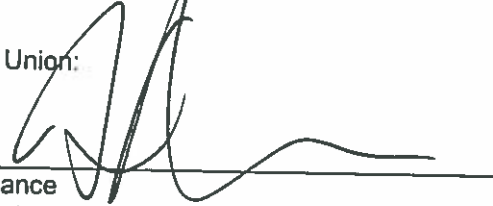
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 3, 2022
Date

For the Union:



David Lance
President

Date

OCT 3 / 2022

Date Tabled: Oct 31 22

Time Tabled: 5:52 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: LETTER OF AGREEMENT #4 -- Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in this Collective Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

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

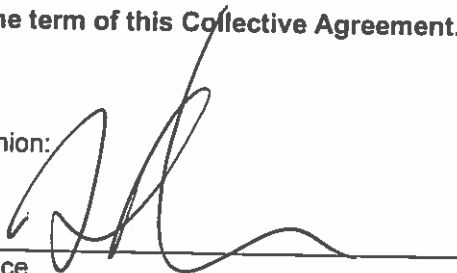
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 4, 2022
Date

For the Union:



David Lance
President

Oct 4/2022.
Date

Date Tabled: OCT 5/22

Time Tabled: 2:24 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: LETTER OF AGREEMENT #5 – Targeted Wage Adjustments – Lower Pay Grades

In recognition of the wage rate with respect to positions within classifications at the lower pay grades, the University will provide wage adjustments to address such affected positions.

The adjustments will be made effective April 1, 2023 in the amount of \$0.25/hour for all positions in the current Schedule A at Pay Grade 14 and lower. This Letter of Agreement does not affect or amend Article 20 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

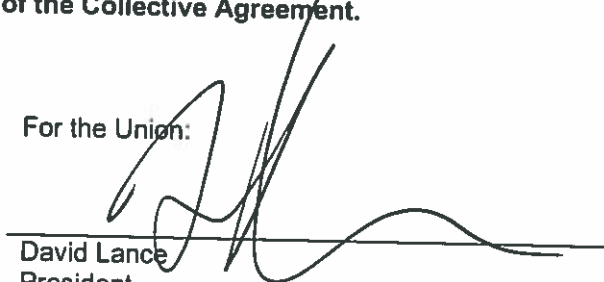
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

Oct 5/2022
Date

Date Tabled: Oct 5/22

Time Tabled: 2:25AM

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 #6 – Wage Schedule A

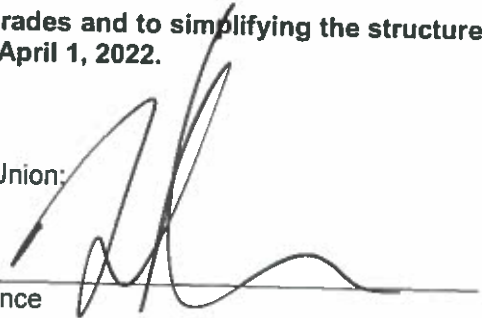
The parties agree to the elimination of unused pay grades and to simplifying the structure within Schedule A. The changes will be effective on April 1, 2022.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

OCTOBER 5, 2022
Date

Date

Oct 5 / 2022

CUPE 118

Effective April 1, 2022

New PG	PAY GRADE		37.5 Hour week positions									29 Hour week positions		
			Step 1			Step 2			Step 3			Step 1	Step 2	Step 3
1	5	Food Services Clerk*	17.75	2885	34620	18.40	2990	35880	18.93	3076	36912			
		General Clerk Housekeeper General Worker (Heavy) - F/S* General Worker (Light) - F/S* Water/Warpass*										19.67	20.24	20.87
2	6	Sales Attendant - F/S* Baker/Assistant Cook - F/S* Storeperson - F/S*	18.93	3076	36912	19.52	3172	38064	20.06	3259	39108			
3	7	Third Cook - F/S* Safety Coordinator (RA/T4)-FS*												
4	8	Mail Sorter Stores Assistant Groceries Clerk - F/S*	19.52	3172	38064	20.06	3259	39108	20.62	3351	40212			
5	9	Parking Facilities & Service Representative Sales Clerk Truck Driver (Bookstore) Bartender/Server - F/S* Clerk Driver - F/S*	20.06	3259	39108	20.62	3351	40212	21.11	3431	41172	21.44	22.05	22.57
6	10	House Staff/Houseperson Service Worker Museum Attendant Parking Compliance Officer Student Worker (Summer) Clerk 1 (note: pending change to benchmark) Second Cook - F/S* Caterer - F/S* Catering Assistant - F/S* Head Salad Maker - FS* Hostess/Host - F/S* Senior Commissary Assistant - F/S*	20.62	3351	40212	21.11	3431	41172	21.77	3537	42444			
7	12	Attendant Bookstore Assistant Labourer Service Worker - Hotel Service Worker - Ice Maker 1 Stores Helper	21.32	3464	41568	21.91	3560	42720	22.45	3648	43776	22.79	23.42	24.07
8	13	Assistant Head Service Worker Clerk 2 Computer Salesperson Data Collection Assistant Patrolperson Service Technician (Bookstore) Storeperson Traffic Office Attendant Truck Driver - Mail Truck Driver - Medium/Labourer Stores Steward	21.91	3560	42720	22.45	3648	43776	22.99	3736	44832	23.42	24.00	24.58
9	14	First Cook - F/S (classification under review) Food Services Assistant (classification under review)	21.96	3568	42816	22.52	3659	43908	23.11	3755	45060			
10	15	Senior Bookstore Assistant Assistant Housekeeping Supervisor Assistant Storekeeper Clerk 3 Financial Clerk Labourer 2 Mail Clerk Parking Access Coordinator Purchase Records Clerk Section Head (Bookstore) Service Worker - Ice Maker 2 Utility Worker Assistant Housekeeping Supervisor - F/S* Purchase Records Clerk - F/S*	22.40	3802	45624	24.58	3994	47928	23.52	3822	45864	25.01	26.28	25.14
11	16	Administrative Secretary Dental Assistant 1 Housekeeping Supervisor Mail Processing Technician Merchandiser - Bookstore Museum Patrol Supervisor Parking Supervisor Patrolperson II Records Assistant Front Desk Service Representative Catering Clerk - F/S*	22.45	3648	43776	23.62	3828	46056	24.67	4009	48108	24.00	25.25	26.38
12	17	Communications Operator Dental Assistant 2 Dispatcher & Receiver Labourer 3 Parking Facilities Maintenance Worker Pool Operator Maintenance Worker Service Centre Coordinator Site Supervisor Sub-Head Labourer (+7%) Senior Food Services Assistant - F/S*	23.62	3828	46056	24.67	4009	48108	25.85	4200	50400	25.25	26.38	27.67
			24.67	4009	48108	25.85	4200	50400	26.90	4371	52452	26.38	27.63	28.71

Date Tabled: Oct 5/22

Time Tabled: 2:27 AM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 116

Re: Letter of Agreement #7 – Re: Article 16.06

The parties agree to establish a working group to determine the most appropriate method of calculating and accruing the accrual of vacation for Part-time Regular employees who are have variable work schedules.

The purpose is to establish a methodology system that accurately provides these employees with their earned vacation as paid-time off in a manner that is configurable within the University's Payroll and Human Resources systems.

The parties agree that this work is a priority and that every attempt shall be made to resolve the issue prior to March 31, 2023.


For the University:



Korey Onyskevitch
Senior Employee Relations Manager

OCTOBER 5, 2022
Date

For the Union:



David Lance
President

Oct 8 / 2022
Date

Date Tabled: OCT 3/22

Time Tabled: 5:49am

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 #8 – Cost of Living Adjustments

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

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Lance
President

October 4, 2022
Date

Oct 4/2022.
Date

Date Tabled: OCT 4/22

Time Tabled: 5:24 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: SCHEDULES A/B/C – Rates of Pay

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

April 1, 2019 ————— 2%

April 1, 2020 ————— 2%

April 1, 2021 ————— 2%

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

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

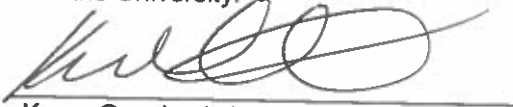
***Please refer to Letter of Agreement #8 – Cost of Living Adjustments.**

Copies of current and updated salary scales reflecting all increases shall be available on the UBC Human Resources website at:

<http://www.hr.ubc.ca/compensation/salary-administration/salary-scales/>

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 4, 2022
Date

For the Union:



David Lance
President

Oct 4 / 2022
Date

Date Tabled: OCT 5 12 22

Time Tabled: 2:12 AM

department
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: APPENDIX A

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

Departments of the University:

Administrative:

Bookstore

Campus Mailing ~~Services~~

~~Student Housing and Hospitality Services:~~ Food Services

Risk Management Services

~~Student Housing and Hospitality Services:~~ Student Housing and Conferences & Accommodations

Media Services

UBC Parking Services & Access Desk* and ~~Campus Security~~

Campus Security *

Animal Care Services (within UBC Research and ^{INNOVATION} ~~International~~)

Telecommunication Services

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

Academic:

Continuing Studies (including UBC Access – Guided Independent Study)

Geography

~~One unit composed of the~~ Departments of: Psychology and Anthropology and Sociology

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

Chemical & Biological Engineering

Civil Engineering

Electrical and Computer Engineering

Mechanical Engineering

Metal & Materials Engineering

Mining & Mineral Process Engineering

Botany

Chemistry

Computer Science

Earth & Ocean Sciences

Microbiology & Immunology

Physics & Astronomy

Zoology

Faculty of Dentistry

Faculty of Education

Faculty of Forestry

Faculty of Pharmaceutical Sciences

Units as Defined by the Collective Agreement:

Service Units:

~~Animal Care Services (within UBC Research and International)~~

Botanical Garden

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

~~Faculty of Dentistry~~

~~Faculty of Education~~

~~Faculty of Forestry~~

~~Faculty of Pharmaceutical Sciences~~

~~Building Operations, Infrastructure Development, Facilities and Campus and Community Planning, and Energy and Water Services Administration Unit~~

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

Custodial

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

Labourers/Dispatch/Stores

All Labourers and Utility Workers at the University ~~and Dispatch and Stores employees, other than the Assistant Storekeeper in the Custodial Unit~~, in **Facilities Building Operations and Housing**.

Trades/Maintenance Units:

Carpentry

All Carpenters, Plasterers, Upholsters, Roofer & Caulkers, ~~Furniture Fixer & Repair Workers~~, Masons, and Bricklayers at the University.

Electrical

All Electricians, ~~and Elevator Mechanic/Electricians and Elevator Adjusters~~ at the University.

Garage

All Mechanics, ~~including Gardener Mechanic~~, at the University.

Gardeners

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

Locksmith/Access Control Technician

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

Mechanical Maintenance

All Maintenance Mechanics (Instrumentation & Controls) ~~and Controls & Instrument Technicians~~ at the University.

Painting

All Painters, (~~Roll & Brush~~), Spray Painters, Signwriters, Glazier/Waterproofers at the University.

Plumbing

All Plumbers at the University.

Sheetmetal

All Sheetmetal workers at the University.

Steamfitters

All Steamfitters at the University.

Notes:

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

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

Any seniority disputes arising from organizational change shall be referred to the Layoff/Recall Umpire for adjudication, and whose adjudication of such disputes shall be final and binding.

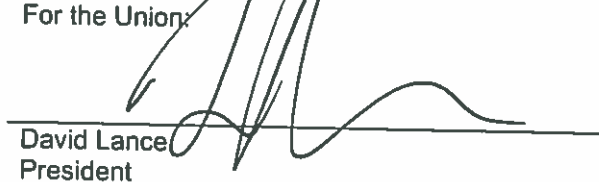
For the University:



Corey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:



David Lance
President

Oct 8/2022
Date

Date Tabled: 04 4 22

Time Tabled: 5:37 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: Annotations to Schedules A, B and C

1. The hourly rates of pay listed in the Pay Schedule are prorated based on one hundred and sixty two and one half (162.5) hours per month. Hourly rates of pay for employees subject to a thirty-five (35) hour work week shall be prorated based on one hundred and fifty two (152) hours per month.
2. Differentials
 - a. Head 12% premium above rate incumbent currently earns.
 - b. Sub-Head 7% premium above rate incumbent currently earns.
 - c. ~~Patrol in UBC Parking Services & Access and Campus Security when driving bus secures an additional sixty cents (\$0.60) per hour.~~
 - d. Grade B Gas Tickets or Level I Environmental Operations Certification

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

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

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

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

g. Welder

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

h. Heavy Duty Equipment Technicians

Where the University requires a Trades Qualified Mechanics within Trades 3 to hold a Heavy Duty Equipment Technician ticket for the benefit of the University, the University shall pay ~~two dollars and fifty cents (\$2.50)~~ **three dollars (\$3.00)** per hour as a standing premium. Where Mechanics without the qualification are required to perform these duties, they will receive the premium solely for the applicable period.

i. Person In Charge (PIC)

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

j. Arborist

Where the University requires an employee to hold and maintain an Arborist ticket for the benefit of the University, the University shall pay ~~one dollar and fifty cents (\$1.50)~~ **one dollar seventy-five cents (\$1.75)** per hour as a standing premium.

k. Engineering Technician Trades Qualification and Equivalency

Employees within the Engineering Technician 4 and Head Engineering Technician classifications who hold a valid Trades Qualification or Red Seal, or who hold an acceptable equivalency including a P. Eng. or certification as an Electronics Technician, shall receive ~~one dollar and fifty cents (\$1.50)~~ **one dollar and seventy-five cents (\$1.75)** per hour as a standing premium.

l. Project Supervisors

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

m. Multiple Trades Head and Subhead

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

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

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

October 5, 2022
Date

For the Union:



David Lance
President

Oct 8 / 2022
Date



THE UNIVERSITY OF BRITISH COLUMBIA

Human Resources
600 - 6190 Agronomy Road
Vancouver, BC V6T 1Z3

Phone 604 822 8111
Fax 604 822 8134
www.hr.ubc.ca

September 22, 2022

Hand Delivered

Canadian Union of Public Employees, Local 116
2389 Health Sciences Mall #206
Vancouver, BC V6T 1Z3

Attention: Dave Lance, President

Dear Mr. Lance:

Re: Group RRSP Plan

This letter serves to provide the University's commitment to explore the ability for employees to have on-going pre-tax deductions from their salary assigned to a Group Registered Retirement Savings Plan. The University has begun the exploration and will provide regular updates to the Union on its status.

Yours truly,

THE UNIVERSITY OF BRITISH COLUMBIA

Korey Onyskevitch
Senior Employee Relations Manager
korey.onyskevitch@ubc.ca



THE UNIVERSITY OF BRITISH COLUMBIA

Human Resources
600 - 6190 Agronomy Road
Vancouver, BC V6T 1Z3

Phone 604 822 8111
Fax 604 822 8134
www.hr.ubc.ca

October 4, 2022

Canadian Union of Public Employees, Local 116
2389 Health Sciences Mall #206
Vancouver, BC V6T 1Z3

Hand Delivered

Attention: Dave Lance, President

Dear Mr. Lance:

Re: Group Benefit Plan

This letter serves to provide the University's commitment to explore benefit levels for CUPE Local 116 employees as part of its Benefit Review. The review will be completed by June 30, 2023. The University commits to seeking input from CUPE Local 116 as a part of the review process.

Yours truly,

THE UNIVERSITY OF BRITISH COLUMBIA

Korey Onyskevitch
Senior Employee Relations Manager
korey.onyskevitch@ubc.ca