



COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF
BRITISH COLUMBIA

AND

THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 2950

April 01, 2022 – March 31, 2025

Covering Clerical, Library, and Chan Centre Employees at U.B.C.

**We acknowledge that UBC is situated on the traditional, ancestral,
and unceded territory of the Musqueam, Squamish and Tsleil-
Waututh peoples.**

PREFACE

This is the Collective Agreement between The University of British Columbia and the Canadian Union of Public Employees (C.U.P.E. Local 2950). It establishes wages and working conditions for clerical and library employees of The University who are covered by C.U.P.E.'s certification.

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

If you have any questions or problems concerning the collective agreement or its interpretation and you are a member of the Union, contact:

- your steward or
- the Union office, phone 604-822-1494

If you are a manager, contact:

- your Human Resources Advisor or
- the Employee Relations section of Human Resources

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THIS AGREEMENT made and entered into by and

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA

(Hereinafter referred to as the University)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2950

(Hereinafter referred to as the Union)

Article 1 - General Purpose

1.01

The purpose of this agreement is to set forth and establish the terms and conditions of employment and to provide **mechanisms** for the **orderly and efficient consideration and settlement of all matters of collective bargaining** and the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees. **Further, the parties recognize their mutual interest in advancing a diverse, inclusive, equitable and anti-racist workplace that reflects the values of the University and the Union.**

Article 2 - Recognition

2.01

The Union is the sole bargaining authority for all employees of the University for whom the Union is certified under the B.C. Labour Relations Code.

2.02

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

Article 3 - Definition of Employee

3.01 Employee

An employee shall mean any person employed by the University who is covered by the certification granted the Union by the Labour Relations Board of British Columbia on April 11, 1974 and varied on May 21, 1974.

The University hires employees in the following categories: continuing, sessional and temporary on either a full-time or part-time basis.

3.02 Continuing Employee

A continuing employee shall mean an employee who is hired to fill a position of more than six (6) months duration.

Such employees may be hired to work either full-time or part-time. Continuing full-time employees shall be paid by the month; part-time employees may be paid either by the month or the hour. A continuing full-time employee employed for temporary assignment may be paid by the month or by the hour.

Part-time employees who work regularly scheduled hours may elect to be paid by the month.

Continuing Part-Time Employee Benefits:

Continuing Part-Time Employees shall receive all the rights and privileges of this Agreement except as noted below:

- (A) Sick Leave (Article 30.06)
The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in the previous month.
- (B) Statutory Holidays (Article 26)
The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.
- (C) Medical and Dental Appointments (Article 30.06(C))
Continuing part-time employees shall receive entitlement to this benefit on a pro rata basis, according to the number of hours worked in the previous month.
- (D) Bereavement Leave (Article 30.02)
Continuing part-time employees shall receive pay for bereavement leave on a pro rata basis, according to the number of hours worked in the previous month.
- (E) Vacation Entitlement (Article 27)
Continuing part-time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.
- (F) Maternity, Adoption and Parental Leave (Article 30.07)
Continuing part-time employees who are paid by the month shall receive pay for maternity or adoption leave according to Article 30.07.

Continuing part-time employees who are paid by the hour shall receive pay for maternity or adoption leave according to the average number of hours worked per month in the previous year.

3.03 Sessional Employee

A sessional employee shall mean an employee who is hired to fill a recurring position which approximately coincides with the University:

- (A) Winter Session, for sessional positions to begin no later than September 30th and end no earlier than April 1st; or
- (B) Inter/Summer Session; or
- (C) Other academic cycles requiring sessional positions to work up to nine months per cycle.

Such employees may be hired to work either full-time or part-time.

Such employees shall be paid by the month or the hour.

Full-time and part-time sessional employees shall be entitled to all the rights and privileges accorded under this Agreement to full-time and part-time continuing employees, respectively, except as noted below:

- (A) Personal Study Benefits (Article 21)
Sessional employees shall be exempt from this benefit.
- (B) Employment Security (Article 34)
Sessional employees shall be entitled to the internal placement, layoff, and recall procedures specified under Article 34.04, unless the employee has accepted continuing employment with the University.

3.04 Ongoing UBC Hiring Solutions Hourly Employee:

- (A) An employee shall become an Ongoing UBC Hiring Solutions Hourly Employee when:

The employee has accrued a minimum of 1800 hours of service:

- (i) in temporary assignments through UBC Hiring Solutions.
- (ii) the minimum number of Ongoing UBC Hiring Solutions Hourly employees employed for temporary assignment is less than 1.0% of the total number of members in the bargaining unit. If 1.0% has been achieved, then the employee will be placed on a wait list for eligibility as an Ongoing UBC Hiring Solutions Hourly employee in order of the date of required accrued hours.
- (iii) has demonstrated skills and abilities necessary to successfully work at a variety of classifications (benchmark cluster, single benchmark, or unique job), including a minimum of 70 hours at pay grade 5.

- (B) A continuing fulltime employee on recall may be assigned temporary work through UBC Hiring Solutions and will become eligible as an Ongoing UBC Hiring Solutions Hourly Employee according to the provisions set forth in A(i) and (ii) and (iii) above.

- (C) An Ongoing UBC Hiring Solutions Hourly Employee shall:
 - (i) Be available for full-time temporary assignments;
 - (ii) Be assigned to temporary positions by every reasonable effort by the University;
 - (iii) Be paid hourly;
 - (iv) Be paid by automatic deposit when the University payroll system becomes equipped to issue payment by such means for these hourly employees; and
 - (v) Receive all the rights and privileges of this Agreement which are received by Temporary Employees in Article 3.05 and, in addition:
 - (a) Personal Study Benefits (Article 21)
 - (b) Paid leave [Between Boxing Day and New Year's Day] (Article 30.09 and related provisions)

3.05 Temporary Employee

- (A) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of six (6) months duration or less, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. Extensions or reappointments to the same position “normally of six (6) months duration or less,” noted above, shall be by mutual agreement.
- (B) Such employees shall, at date of hire, be assigned a termination date under the conditions of Article 34.05.
- (C) Such employees may work either full-time or part-time and shall be paid by the hour.
- (D) Temporary employees will not have rights under the provisions of Article 19 - Technological, Automation and Other Changes. Should temporary employees be laid off prior to their termination date due to technological change, the procedure to be followed will be Article 34.05.
- (E) All temporary employees accrue seniority from date of hire, as per Article 32.02, and can apply for any posted vacancy, as per Article 22.02.
- (F) Temporary Employee Benefits: Temporary employees shall receive all the rights and privileges of this agreement except as noted below:
 - (i) Discharge (Article 33.03)
The temporary employee shall receive two (2) weeks’ notice of discharge.
 - (ii) Statutory Holidays (Article 26)
Temporary employees shall receive pay for statutory holidays on a pro rata basis according to the number of hours worked in the previous month, providing the employee is on active assignment and have not reached the termination date of that assignment. Temporary employees

who work fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.

- (iii) **Medical and Dental Appointments (Article 30.06)**
Temporary employees shall be exempt from this benefit, until the employee has accumulated sixty-six (66) days of service. Temporary employees who are working on assignments of less than 35 hours per week shall be exempt from this benefit.
- (iv) **Maternity, Adoption and Parental Leave (Article 30.07)**
Temporary employees shall be exempt from this benefit, until the employee has accumulated sixty-six (66) days of service. Any payment by the University with respect to maternity leave will be pro-rated according to the average number of hours worked per month in the year prior to the maternity leave.
- (v) **Bereavement Leave (Article 30.02)**
Temporary employees shall receive pay for bereavement leave on a pro-rata basis according to the number of hours worked in the previous month, providing the employee is on active assignment and have not reached the termination date of that assignment.
- (vi) **Vacation Entitlement (Article 27)**
Temporary employees shall accumulate and receive vacation entitlements according to the number of hours worked each month.
- (vii) **Layoff (Article 34)**
The termination date assigned to a temporary employee under Article 34.05 will be honoured unless two (2) weeks' notice, or two (2) weeks' pay in lieu of notice, is given.
- (viii) **Sick Leave (Article 30.06)**
Temporary employees shall be exempt from this benefit until the employee has accumulated sixty-six (66) days of service, in which case the employee shall receive the benefit in accordance with Article 30.06(E).
- (ix) **Personal Study Benefits (Article 21)**
Temporary employees shall be exempt from this benefit.

3.06 Full-Time and Part-Time Employee

- (A) **Full-Time Employee** - A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week or seventy (70) hours per two week period as defined in Article 28 (Hours of Work).
- (B) **Part-Time Employee** - A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week or seventy (70) hours per two consecutive weeks, as defined in Article 28 (Hours of Work).

3.07 Student Assistant

The term "student assistant" shall mean any full-time student who is enrolled at the University

and works no more than ten (10) scheduled hours in any one week.

Exceptions to full-time student status may be mutually agreed between the University and the Union in unusual circumstances.

Such student assistants may work more than ten (10) hours in any one week if replacing other student assistants who are unable to report for their scheduled hours. The term "replacement" shall not apply to terminations or severances.

Such student assistants are outside the certification.

A student who is hired to regularly work more than ten (10) scheduled hours per week shall be considered an employee as defined in Article 3.01.

Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate as outlined in this agreement.

It is understood and agreed that student assistants shall not be used to displace members of the bargaining unit, nor be used to achieve attrition of the bargaining unit. This shall not be construed as a staffing guarantee.

Article 4 - Probationary Employee

4.01 Probationary Employee

A probationary employee shall mean a new employee serving a trial period to determine suitability. This probationary period shall be three (3) calendar months or sixty-six (66) days of accumulated service for positions classified within pay grade one (1) through six (6); and, six (6) calendar months or one hundred and thirty-two (132) days of accumulated service for positions classified within pay grade seven (7) through ten (10).

Upon written request from the University, the Chairperson of the Union Grievance Committee or designate may agree to one extension of the probationary period not to exceed three (3) months or sixty-six (66) days of accumulated service.

4.02 Rights

The probationary employee shall be entitled to all the rights and privileges of this agreement except where specifically stated otherwise.

Article 5 - Union Security

5.01 Union Shop

All employees covered by the certification who were members of the Union as of October 1, 1974, will continue as members of the Union.

All employees covered by the certification and employed by the University prior to October 1, 1974, but who were not members of the Union at that time will not be required to join the Union.

All employees covered by the certification shall be required to pay fees and assessments to the Union.

5.02 New Employees

As a condition of employment, new employees shall become Union members within thirty (30) calendar days of their date of hire.

5.03 Notification by the University

The University agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, transferred, recalled or resigns. Such notification shall include the employee's name, department, full-time or part-time status, and continuing, sessional or temporary status. In the case of layoff or internal placement, Article 34.04 shall take precedence. In the case of suspension or discharge, the University will notify the Union as outlined in Article 33.02 (Suspension) and 33.03 (Discharge).

5.04 Reductions in the Workforce

An employee's workload will not be increased beyond a normal workload expected of an employee in a regular work day as a result of layoff, attrition, suspension, discharge, resignation, vacations, leaves or changes in the University's procedures or methods of operation.

5.05 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.

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

- (1) UBC does not have the equipment necessary to provide the required work.
- (2) UBC 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.
- (3) Emergency situations.
- (4) Routine contracting out of secretarial/clerical work in accordance with Article 5.07, and routine contracting out of printing will be reported to the Union by UBC on a monthly basis.

In the above noted circumstances, no employee shall be laid off, suffer a reduction in classification (benchmark cluster, single benchmark or unique job), or have recall withheld because of contracting out.

UBC will inform the Union of all other contracting out of bargaining unit work in advance, or within one (1) day in emergency situations. Pertinent details will be supplied upon request. Upon request by either party, the subject of contracting out may be referred to the process set

out in the Letter of Agreement at page 51.

5.06 Bargaining Unit Work

Persons not employed within the bargaining unit shall not do the work of employees within the bargaining unit except when mutually agreed between the University and the Union. It is recognized, however, that both bargaining unit and non-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

5.07 Temporary Work

- (A) Except as noted below, temporary work assignments at the University may be performed for up to six (6) months of a vacancy, or longer by agreement between the parties, or for leaves of absence or maternity leaves where such vacancies cannot be filled through temporary promotion by:
- (i) continuing full-time employees employed for temporary assignment as defined in Article 3.02;
 - (ii) ongoing UBC Hiring Solutions hourly employees, as defined in Article 3.04;
 - (iii) temporary employees as defined in Article 3.05; and
 - (iv) non-employees performing contracted-out bargaining unit work normally performed by employees, but limited to vacancies of six (6) weeks or less, unless set or extended for a longer period by mutual agreement of the parties.
- (B) The total annual number of continuing full-time employees employed for temporary assignment, temporary employees, and non-employees temporarily performing contracted-out bargaining unit work normally performed by employees, who are on actual temporary assignment shall not exceed 5.5% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st of each year.
- (C) As part of the 5.5% mentioned above, the University shall undertake in good faith to attain a minimum number of ongoing UBC Hiring Solutions employees employed for temporary assignment at 1% and the minimum number of continuing full-time employees employed directly by departments for temporary assignment at 0.5%, of the total number of members in the bargaining unit calculated on January 1st of each year. The University will make every reasonable effort to maintain the minimum at 1.5%, and at no time shall the number fall below 1%.
- (D) The University will make every reasonable effort to employ bargaining unit members for temporary assignments. If the 5.5% mentioned above cannot be filled by bargaining unit members, the maximum number of non-employees temporarily performing contracted out bargaining unit work normally performed by employees shall not exceed 1% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st each year. The University will endeavour in good faith to reduce this 1.0% to .75% during the term of this Agreement while maintaining the viability of UBC **Hiring Solutions** operations.

- (E) All percentages refer to full-time equivalents. The numbers used shall be calculated monthly and reported to the Union. The total annual number used shall be calculated for each year and reported to the Union no later than January 31st of the following year.

Article 6 - Check-Off

6.01 Authorization

All employees on date of hire, will be required to sign an authorization for dues and assessments deductions. A copy of this authorization shall be sent to the Union.

6.02 Deduction of Dues

The University shall begin the deduction of monthly Union dues and assessments on the first appropriate pay day following date of hire.

6.03 Collection of Dues

Before the fifth (5th) working day, following the final pay day for the previous month, the University will forward the collected dues by cheque to the Treasurer of the Union, together with a detailed list of names of all employees in the bargaining unit and their employee identification number, departments and amounts deducted with explanation.

6.04 Notification

The Union agrees that it will advise the University of all present assessments and dues required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

Article 7 - Union Activity

7.01 Contacting at Work

The elected full-time organizers and stewards of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. The Union agrees that there will be no undue disruption of work.

7.02 Full-Time Leave of Absence

A leave of absence without pay shall be granted upon request to any employee who has been elected or selected to a full-time office or position in the Union, in the Union's Provincial Association or in any other body in which the Union maintains membership or affiliate status. Any employee so elected or selected must give one (1) months notice to the University. Seniority shall accumulate during such employee's leave of absence of up to two (2) years (in the case of the Union's President, four (4) years) but not longer. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans. When the leave of absence has a term of two (2) years (in the case of the Union's President, four (4) years) or less, the employee shall be returned to their former position with the University. When the leave of absence exceeds two (2) years (in the case of

the Union's President, four (4) years), the employee shall be placed in the coincidental vacancy of their choice in their former classification (benchmark cluster, single benchmark or unique job), or where no coincidental vacancy exists, shall invoke the provisions for internal placement.

7.03 Short Term Leave of Absence

The University agrees to grant representatives of the Union leave of absence without pay for Union functions on the following basis:

- (A) After thirty (30) days' notice in the case of steward seminars at which thirty (30) employees or more are to attend during their regular working hours.
- (B) After five (5) days' notice in the case of emergency situations. It is understood that emergency situations may arise in which the Union would be unable to give a full five (5) days' notice. A request for leave to begin after less than five (5) full days' notice will only be denied if the granting thereof would, due solely to the shortness of notice, result in undue disruption of the department concerned.
- (C) After ten (10) days' notice in all other cases.
- (D) If, as a direct result of the granting of leave under (B) above, shift changes are required, the Union shall assume the premium pay costs required by Article 28.05 (C) (v).

The University agrees that, whenever possible, shift changes resulting from the granting of such leave shall be avoided.

7.04 Union Orientation

The University agrees that all new employees shall be allowed time off from work with pay to attend a one (1) hour orientation session with the Union. Up to two (2) Union representatives shall also be allowed time off work with pay to conduct the Union orientation session.

The Department must ensure that a new employee is permitted to attend the Union's regular orientation session, ideally within the first two (2) weeks of employment.

7.05 Pay for Union Negotiators

The University shall grant leave of absence with pay for hours regularly worked for four (4) Union members who are employees of the University and who are appointed by the Union for the purpose of negotiating the collective agreement between the University and the Union. The Union shall pay for in excess of four (4) negotiators at any one bargaining session.

7.06 Member Information

The University will provide the Union with the following information the University has for each Union member:

- personal and work telephone numbers;
- personal and work e-mail addresses;
- personal and work addresses; and,
- union seniority date, UBC hire date and gender information.

The information is provided to the Union so it may meet its statutory obligations in administering the employment relationship and representing bargaining unit employees.

Personal information obtained from the University will not be disclosed by the Union to, or used on the behalf of, any third party, unless required by law.

Article 8 - Stewards

8.01 Recognition

The University recognizes the stewards elected by the Union and shall not discriminate against such stewards for carrying out duties proper to that position.

8.02 Meeting the University

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

When an employee wishes to initiate discussion with the University regarding a potential grievance, the employee shall be accompanied by a steward.

8.03 No Loss of Pay

Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay. It is further agreed that there will be no undue disruption of work, and the steward shall not leave work during regular working hours without obtaining permission from their supervisor. Permission shall not be unreasonably withheld.

Provided the Steward and their supervisor have attempted to resolve the dispute before a grievance is filed, grievances under this Article shall begin at Step 2 of the grievance procedure.

8.04 Notification by the Union

The Union shall regularly notify the University, in writing, of the names of its Local Executive, Stewards, Grievance Committee and Contract Committee.

Article 9 - Human Rights, And Respectful Environment

9.01 Human Rights

The parties agree to abide by the Human Rights Code. The University and the Union agree that there will be no discrimination against an employee because of **Indigenous identity**, age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or physical or mental disability, in particular, that there shall be no such discrimination in terms of hiring, promotion, wages, discipline, or dismissal.

9.02 Personal Rights

The University and its representatives agree that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee and shall be applied without discrimination. Employees will not be required to do any work of a personal nature for the employer or representatives of the employer. The employees agree that they will not act in any way which would interfere with the normal work requirements.

9.03 Trade Union Activity

The University will not discriminate against any employee because of union membership or union activity or for the exercise of rights provided for in this agreement.

9.04 Respectful Environment

The University and the Union recognize the right of employees to work in a respectful environment free from bullying and harassment. The University shall investigate and take appropriate action when an employee complains that they have been bullied or harassed in the course of their employment by a supervisor or another member of the University community. When an employee has made such a complaint, the employee may request temporary reassignment. Such a request shall not be unreasonably denied. The employee shall have recourse to the Grievance Procedure. Grievances under this article shall start at Step 3 and shall be treated in strict confidence.

Article 10 - Union Meetings

10.01

The University agrees to allow nine (9) two-hour lunch meetings (12:30 to 2:30) in each twelve (12) month period of the Collective Agreement. The Union may arrange when meetings are to be held provided at least ten (10) days advance notice is given.

Article 11 - Management Rights

11.01

The Management and direction of the working force is vested exclusively in the University subject to the terms of this agreement. Management rights shall be exercised in good faith, reasonably and in a non-discriminatory manner.

11.02 Respectful use of Managerial/Supervisory Authority (i.e. outside bargaining unit)

Definition

Employees have the right to work in an environment of respect for the dignity and worth of all employees. The parties are committed to early identification and prompt resolution of workplace conflicts in order to implement fully the general purpose of this agreement set out in Article 1.01.

Inappropriate use of managerial/supervisory authority (i.e. outside bargaining unit) takes place

when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Inappropriate use of managerial/supervisory authority (i.e. outside bargaining unit) does not include action occasioned through the exercise, in good faith, of the University's managerial/supervisory rights and responsibilities, including disciplinary action or conduct which does not interfere with an environment of respect for employees. Nor does it include a single incident of a minor nature where the harm, by any objective standard, is minimal.

Where an allegation is based on a matter which is being pursued by the Union in another forum, this process shall not be used. This clause is not intended to abridge an individual employee's right to legal remedies available to them outside the Collective Agreement.

Procedures

- (A) An allegation of inappropriate use of managerial/supervisory authority shall go directly to Step 2 of the grievance procedure unless the Department Head or designate is directly involved in the matter, in which case it shall go to Step 3.
- (B) If the allegation is not resolved at Step 2 or Step 3 of the grievance procedure, the Union shall have ten (10) working days to advance the matter to expedited arbitration.
- (C) The arbitrator may:
 - (i) attempt to mediate a resolution
 - (ii) make findings of fact
 - (ii) render a decision about the alleged inappropriate use of managerial/supervisory authority
 - (iv) dismiss the complaint
 - (v) order a remedy they find just and reasonable.

The arbitrator's decision shall be final and binding, without precedent or prejudice, and consistent with the terms of the collective agreement.

Where the complaint is found to be frivolous, vindictive or vexatious, the University may take appropriate action, including discipline.

Article 13 - General

13.01 Official University Closure

Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive their regular salary during the closure. (These closures shall not be considered a Special Holiday as in

Article 26).

In the case of an area of the University being closed, and where alternate work is available in another area or department of the University, it is understood and agreed that the employee shall be informed if the employee is to be temporarily reassigned to that area or department (subject to Article 22.09 - Transfer Outside the Bargaining Unit).

13.02 Employee Library Card

Employees shall be entitled to a free, personal Library Card, renewable yearly, for the duration of their employment with the University.

13.04 Campus Patrol Escort

After regular working hours (after dark) employees, upon request, shall be escorted by Campus Patrol from their place of work to a convenient bus stop, where the Patrol will wait with them until their bus arrives, or some other mutually satisfactory arrangement. It is understood that the University Patrol establishment will not be increased due to this clause nor may the patrol be able to respond immediately to all requests.

13.05 Room Bookings

The University shall permit the Union to book University rooms through Student Services for business meetings of the Union.

13.06 Community Facilities

Employees and retired employees shall be allowed the use of University facilities such as the swimming pools, tennis courts, bowling alley etc., during hours scheduled for such purposes or public hours at the same rates as apply to Faculty or for free as required by the University.

13.07 Campus Mail

The University agrees to permit the Union the use of campus mail facilities, in order that all members be kept well-informed of Union Meetings and business pertaining to the Union. All postage, however, for out-going mail, must be supplied by the Union.

13.08 Taxi Vouchers

Employees will normally be responsible for providing their own transportation to and from the University.

Where employees may find difficulties in transportation at night **and to ensure employee safety**, it is agreed that taxi vouchers **or costs for other reasonable transportation** will be provided, on the individual's request, to employees required to work after 11:00 p.m. or before 6:00 a.m.

13.09 Staff Rooms and Facilities

The University and the Union agree that existing staff rooms and facilities will continue to be maintained at the present level of service for the term of this agreement.

If existing staff rooms and facilities are required for other purposes because of space

requirements, comparable facilities will be made available before such existing staff rooms or facilities are used for other purposes.

The University will ensure that the need for staff facilities will be considered in the design of new buildings and additions.

13.11 Vehicle Policy

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

13.12 Insurance

The University will continue to purchase a comprehensive general liability insurance policy, the Insured of which will include employees while acting within the course of the execution or the scope of their duties as employees.

Article 15 - The Union Label

15.01

Employees will be permitted to use the Union Label and to wear Union pins, badges and stickers.

Article 17 - Picket Lines

17.01

The University and the Union agree that in the event of a strike by members of another union employed by the University or outside employers, employees covered by the Certification of CUPE 2950 shall not be discriminated against nor be subject to dismissal for refusing to cross an established picket line, provided that:

- (A) the strike is the result of a labour dispute;
- (B) the Union Executive shall inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line;
- (C) adequate arrangements for essential services in the hospitals are established.

The University agrees that it shall not request, require, or direct employees covered by the collective agreement to perform work resulting from strikes that would normally have been carried out by those employees on strike.

Article 18 - Bulletin Boards

18.01

The University agrees, on request of the Union, to provide bulletin boards in a permanent and prominent location acceptable to the Union. The bulletin boards shall be used by the Union to convey information to its members. The cost and installation shall be borne one half by the University and one half by the Union.

Article 19 - Technological, Automation and Other Changes

19.01 Purpose

The purpose of the following provisions is to preserve job security and to provide training and/or other opportunities to employees affected by technological change.

19.02 Definition

An employee shall be considered displaced by technological change when their services become redundant or are no longer required in the same capacity, as a result of change in **the manner, method or procedure in which the University carries out its work, undertaking or business that is related to automation, or the introduction of** equipment, or a change in process or method of operation which may diminish the total number of employees required to operate the department or faculty concerned.

An employee shall also be considered displaced by technological change when their position is permanently moved to a different campus or hospital site.

19.03 Changes - Not Technological

Changes in the demands for services or programs over which the University has no control and which lead to the displacement of employees, shall not be considered technological changes, but shall be subject to Article 34 (Employment Security).

19.04 Notice of Intent, Layoff or Internal Placement

- (A) Before such changes (as outlined in Article 19.02) can come into effect, the University shall provide the Union and the employee(s) affected with at least three (3) months' notice of intent to introduce automation, equipment or procedures which might result in displacement of or a reduction in employees or in changes in employees' job classification (benchmark cluster, single benchmark or unique job). Such notice of intent will include details pertinent to such changes. After expiry of the three (3) months' notice period, the University shall implement the proposed changes. If at the end of three (3) months these changes have not been implemented, the University shall submit to the Union and the employee(s) affected, a progress report on the status of such changes, with further update reports at three (3) month intervals.
- (B) The University shall give three (3) months' written working notice or pay in lieu to employees who have been displaced or are no longer required in the same capacity as a result of technological change.

- (C) Internal placement may take place if a position becomes available during the notice period pursuant to Article 19.05

19.05 Retraining

- (A) Employees who have become redundant, displaced (as described in Article 19.02), or who have received notice of layoff due to technological change, shall be eligible for retraining to equip them for the operation of such new equipment and procedures resulting from the technological change. Such retraining shall occur during working hours at the University's expense. Eligibility for retraining shall be based on the employee's capability to perform the duties of the new position within a three month training period. If an employee has such capabilities, retraining must be offered. An employee who is offered retraining shall inform the Human Resources Department in writing within one (1) month of receiving notice whether the employee intends to accept retraining.
- (B) If an employee is offered and chooses not to accept such retraining, the internal placement/layoff procedure as set out in Articles 34 and 22.10 shall be followed.
- (C) If the reorganization results in a notice of layoff, the employee will be entitled to:
 - (i) placement, upon request, into a coincidentally vacant position in the same paygrade, provided that the employee has the qualifications and skills to meet the requirements of the position after a three (3) month on-the-job training period; or
 - (ii) placement, upon request, into a coincidentally vacant position in a lower pay grade, should the employee not be qualified for a vacant position in the same pay grade, provided that the employee has the qualifications and skills to meet the requirements of the lower pay grade position after a three (3) month on-the-job training period; and
 - (iii) the right to automatic return to a vacant position in the original pay grade, provided the employee has qualifications and skills of a position in the original pay grade, and provided no other employee on the recall list has more seniority and eligibility for recall to a position in that classification (benchmark cluster, single benchmark or unique job); and,
 - (iv) retraining, both on and off the job, in order to acquire the skills necessary for eventual return to a position in the original pay grade. Such retraining shall only take place when the employee's original job classification (benchmark cluster, single benchmark or unique job) has been, or is being, totally discontinued at the University. The form of this retraining shall be agreed upon between the Union and the University, and the cost borne by the University.
- (D) If an employee does not succeed in placing into a vacant position during the three (3) month notice period, the employee is entitled to elect one of the options in Article 34:04 (c) in accordance with Article 22.10.

19.06 Placement Umpire

A grievance under this Article shall begin at Step 3 of the grievance procedure and, failing resolution, and notwithstanding Articles 35.04 (A) and (C), shall forthwith proceed to the Placement Umpire for final and binding resolution. A decision by the Placement Umpire shall be without prejudice or precedent. It is the aim of this provision that a grievance referred to the Placement Umpire shall be heard and decided promptly. Accordingly, procedures established by the Placement Umpire in any instance may include hearings by conference call, submissions by fax, or any other procedure deemed appropriate by the Placement Umpire. The Placement Umpire's decision shall be succinctly expressed, and shall be communicated to the parties within five (5) days of the hearing.

Article 20 - Policy Re: Courses (Skill Upgrading/ Training)

20.01

The Parties to this collective agreement recognize the principle of human resource development through skill-upgrading in line with career development as it relates to opportunity for advancement in the service of a department or division of the University.

Where it is possible to foresee the future utilization of such skill-upgrading, the Department Head may request a member of their staff to take a course related to skill-upgrading or the employee may submit a request to the Department Head to take a course related to skill upgrading.

Each case will be considered on its individual merits and must be approved by the Dean or Administrative Head. If the request is approved, where required the University shall allow time off with pay and pay for fees and costs incurred.

20.02 Training

Employees are expected to possess the general training and skills required to perform competently the duties of their classifications (benchmark cluster, single benchmark or unique job) and positions.

The University shall provide employees with the specific training required for them to continue the competent performance of their duties where their job duties have been affected as a result of the introduction of new or different technology, processes, procedures, organizational structures, or staff changes.

The University shall bear the costs of such specific position training, which will be provided on work time and in a timely manner, at a time which is mutually convenient to the department and the employee.

Article 21 - Personal Study Benefits

21.01 Tuition Fee Benefit

On completion of the probationary period, a continuing full-time employee, excluding sessional employees, shall be entitled to tuition fee benefit to take or audit credit courses to a

maximum of twelve (12) credits (formerly 6 units) per year (12 months). Non-credit courses offered through UBC Extended Learning, approved UBC Sauder Continuing Business Studies, and any other approved diploma or certificate program may be taken to the equivalent in fees over a year. To determine the equivalent value in fees, reference should be made to the fee for six credits (formerly 3 units) in the University Calendar under the heading, "Fees, Summer Session". Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to a continuing part-time employee who works more than seventeen and one-half (17 1/2) hours per week. This benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year.

21.02 Location

Courses may be taken on or off the Point Grey Campus.

21.03 Credit/Non-Credit Courses

Both Credit and Non-Credit courses may be taken.

21.04 Courses During Working Hours

An employee may take one (1) University of B.C. course per year during working hours if the Department Head agrees to the required time off and make-up time arrangements. Permission for such arrangements shall not be unreasonably denied.

21.05 Procedure

An employee eligible for study benefits as outlined in Article 21.01 (Tuition Fee Benefit) must complete a **tuition waiver application through Workday**. Information on the terms of the Tuition Fee Benefit and instructions on how to apply can be found on the HR website.

21.06 Graduate Studies

This benefit does not apply to Graduate Studies courses.

21.07 Minimum Enrollment Requirements

It is understood and agreed that courses will not be scheduled on the basis of staff requests; minimum enrollment requirements are to be met by paying registrants.

21.08 Professional Development

The University will maintain a professional development fund at the current funding level to support learning activities that will enhance an employee's current job performance as well as support skill development to assist in opportunities for transfer and promotion throughout the University.

This is not intended to relieve the employer's obligations under Article 20.

Priority consideration is given to employees who are on recall in accordance with Article 34.04 (c)(iii).

Article 22 - Promotion, Transfer, Job Postings and Selection

22.01 Job Postings

All vacancies for continuing and sessional positions shall be posted on the employer's web site with an electronic copy to the Union office, for at least five (5) working days. Job postings will be available for viewing at Human Resources. All vacancies of six (6) months or more duration shall be posted, with the exception of any recognized leave of absence, including Maternity Leave, which may be filled by temporary promotion under Article 22.07. These positions will be posted if the employee on leave of absence fails to return from the leave of absence, i.e., terminates employment. No position of over six (6) months duration shall be filled from outside the bargaining unit without being posted in accordance with this article.

A copy of all job postings, upon the employee's request, shall be sent to all employees on the recall lists.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications and pay grade.

22.02 Right to Apply

(A) Any employee shall have the right to apply for any posted vacancy, except as follows:

- (i) All temporary employees, including UBC Hiring Solutions, be eligible as an internal candidate to apply for any posted vacancy when the employee accrues 900 hours of such service.
- (ii) All temporary employees, including UBC Hiring Solutions, with less than 900 hours and more than 66 days of accumulated service may apply and be considered as an internal candidate where there are no other internal candidates or where all other internal candidates lack the required qualifications. In such instances the University will provide the Union with the reason why (e.g., no other internal candidate or no other qualified candidates), including the identity of such other internal candidates, immediately following the job acceptance.
- (iii) All temporary employees, including UBC Hiring Solutions, who have not yet completed sixty-six (66) days of accumulated service is ineligible to apply or be considered for a posted vacancy.

(B) Upon request, unsuccessful applicants for posted vacancies shall be notified in writing of the specific reasons they were unsuccessful.

22.03 Hiring Policy

(A) The University shall fill vacancies from within the bargaining unit, providing employees are available with the required minimum qualifications before hiring new

employees.

- (B) Applicants for posted vacancies shall be appointed on the basis of ability, qualifications and seniority. When the University is making its selection and no applicant is clearly superior in ability and qualifications, seniority shall be the determining factor.

22.04 Promotion

- (A) Definition: The movement of an employee from one position to another in a higher pay grade.
- (B) Salary Adjustment: The employee's salary will be moved to the first step in the new pay grade which provides an increase of at least fifty dollars (\$50.00).

22.05 Transfer

- (A) Definitions:
 - (i) Transfer - a change from an employee's position to another in the same pay grade which results from the employee applying and being selected for a posted vacancy.
 - (ii) Internal Placement - the movement of an employee from a discontinued position to another position in the same classification (benchmark cluster, single benchmark or unique job). Reassignment of an employee to duties in the same classification (benchmark cluster, single benchmark or unique job) within the department or faculty shall not be considered internal placement.
- (B) No employee shall be internally placed except where their position is discontinued.
- (C) Transfer, internal placement and reassignment shall not alter an employee's salary.

22.06 Reduction of Classification

- (A) Definition: A change in an employee's position to another in a lower pay grade other than as provided for in Article 22.08 (Orientation Period for Transfer, Promotion and Voluntary Demotion).
- (B) Salary Adjustment: If an employee's salary is above the maximum of the pay grade to which the employee moves to, it will be adjusted to the maximum. If the employee's salary is at or below the maximum of the new pay grade, it will be adjusted to the next step in the new pay grade which is less than their previous salary.

In the case of temporary employees, if the downward position movement is voluntary, the employee will remain at their present Step while moving down in pay grade.

22.07 Temporary Promotion

An employee who, on the request of the Department Head, agrees to temporarily perform the principal duties of a higher paying position, shall be paid at the first step of the new pay grade

which provides an increase of at least fifty dollars (\$50.00).

Temporary promotion shall be for a maximum of six months, with the exception of a temporary promotion resulting from a leave of absence, including maternity leave. Extensions to such temporary promotions, except those resulting from a leave of absence, including maternity leave, shall be by mutual agreement between the parties.

To accept or to refuse a temporary promotion shall be the employee's choice.

22.08 Orientation Period for Transfer, Promotion, and Voluntary Demotion

When promoted, transferred, or voluntarily demoted, the employee shall be on an orientation period for three (3) months or sixty-six (66) days of accumulated service for positions classified within pay grade one (1) through six (6); and, six (6) months or one hundred and thirty-two (132) days of accumulated service for positions classified within pay grade seven (7) through ten (10). If an employee finds the job unsatisfactory or is unable to meet the basic job requirements:

- (A) In the case of promotion, the employee shall be returned to a vacant position of their choice in their former salary range. If such a position is not available, the employee may return to their former position provided the position is available, or be placed on the recall list.
- (B) In the case of transfer, the employee shall be placed into a vacant position of their choice in their salary range. If such a position is not available, the employee may return to their former position provided the position is available, or be placed on the recall list.
- (C) In the case of voluntary demotion, the employee shall be placed into a vacant position of their choice in their current classification (benchmark cluster, single benchmark or unique job).

22.09 Assignment Outside the Bargaining Unit

No employee shall be assigned to a position outside the bargaining unit without their consent. An employee who takes a position with the University outside the bargaining unit shall retain their seniority rights for six (6) months. When an employee is filling a maternity/parental/adoption leave vacancy the employee shall retain their seniority rights for up to twelve (12) months. If the employee returns to a position in the bargaining unit within six (6) months or twelve (12) months in the case of maternity/parental/adoption leave replacements, the employee shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place, i.e., no seniority shall accrue during the period the employee is outside the bargaining unit. If the employee does not return to a position in the bargaining unit within six (6) months or twelve (12) months in the case of maternity/parental/adoption leave replacements, the employee shall lose their seniority rights and shall be treated as an outside applicant for all posted positions.

22.10 Placement

- (A) For purposes of paragraphs (B) and (C) below, placement/recall rights include all rights under Article 34, and the right of placement into a vacant position under

Article 7.02, 22.08, and 30.06 (E).

- (B) In the application of the articles listed in paragraph (A) above, the placement/recall of an employee into a posted vacancy outside the normal application and selection process shall be subject to the requirement that the employee then possesses the abilities and qualifications to satisfactorily perform the duties of the position upon a reasonable period of familiarization.
- (C) Where more than one (1) employee with placement/recall rights is determined under paragraph (B) above to have the abilities and qualifications for a posted vacancy, and where no such employee is clearly superior in abilities and qualifications, seniority shall be the determining factor.
- (D) It is understood and agreed that an employee will not be considered lacking in abilities and qualifications (nor in relative abilities and qualifications under paragraph (C) above) solely because an employee who otherwise is able and qualified is not experienced on a particular software program.
- (E) A laid off employee may seek a meeting jointly with a Union representative and a Human Resources representative to identify potential job matches within their classification (benchmark cluster, single benchmark, or unique job) for placement or bumping; and to receive feedback on job interviews, and guidance on skill upgrading opportunities through the professional development fund.

The two representatives and the employee shall commit themselves to identifying work for the laid off employee which is acceptable to the employee, in which the employee is likely to succeed.

Where potential job matches are identified, Human Resources will notify the affected department(s), asking them to arrange to meet with the employee.

The meeting or other procedures will be limited to determining the presence or absence of the employee's qualifications and ability to perform the duties of the position(s) identified as a potential job match.

- (F) A grievance under this Article shall begin at Step 3 of the grievance procedure and, failing resolution, and notwithstanding Articles 35.04 (A) and (C), shall proceed to the Umpire for final and binding resolution. A decision by the Umpire shall be without prejudice or precedent. It is the aim of this provision that a grievance referred to the Umpire shall be heard and decided promptly. Accordingly, procedures established by the Umpire may include hearings by conference telephone call, submissions by fax or email, or any other procedure deemed appropriate by the Placement Umpire. The Umpire's decision shall be brief, and shall be communicated to the parties within five (5) days of the hearing.

Article 23 - Employee Files

23.01

“Document” refers to any document, letter, report, etc.

Each employee shall have access to all their personal files. The employee shall have the right

to insert written comment to any document. On written request the employee shall be provided with a copy of any such personal material.

The University shall inform an employee of any reports received which cause, or may cause, the employee to suffer:

- (A) termination of employment,
- (B) restriction of opportunity of promotion, or
- (C) restriction of opportunity of future employment.

Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure.

Copies of any document which constitutes, may result in, or arises from disciplinary action, shall be provided immediately to the employee concerned and entered in their file in the Human Resources Department.

Should the accuracy of an entire document or part thereof be disputed and successfully grieved, said document, or part thereof, shall be removed from all files and destroyed by the employee concerned in the presence of both parties.

Article 24 - Working Conditions

24.01

The University agrees to maintain good working conditions in the employees' work areas. It is understood that adequate temperature control, ventilation rates, noise control, washroom facilities, lighting, space between employees, and good ergonomic practices are necessary to the well-being and health of employees. The regulations of the WorkSafe BC and of other applicable government agencies shall constitute the minimum standards for safe working conditions and it is understood that changes beyond such minimum standards may be requested. The University shall enforce the relevant regulations and shall establish safe working procedures to eliminate unsafe practices, to control the use of hazardous materials, and to protect the health and safety of the employees.

24.02 Unsafe Working Conditions

When an employee has reasonable cause to believe that to carry out any work process or operate any equipment would create an undue hazard to the health or safety of any person, the employee has the right to refuse to proceed. An employee refusing to proceed shall immediately report the circumstances of the unsafe condition to their supervisor for investigation. If the employee is still dissatisfied, further investigations, in accordance with WorkSafe BC's Occupational Health & Safety Regulation (OHSR) shall be undertaken. No employee shall be subject to disciplinary action provided the employee has acted in compliance with this clause, OHSR or an order made by an officer of the Board.

When an employee refuses to carry out any work procedure or operate any equipment under this Article, no other employee may be asked to perform the work without being advised that a potential safety concern has been raised.

If the operation of a department is suspended due to the application of this Article, employees may be temporarily reassigned outside the department without loss of pay, provided no other employee is displaced as a result. The employees shall be returned to their original positions when the department resumes operation.

24.03 CUPE 2950 Health and Safety Committee

The Union shall establish a CUPE 2950 Health and Safety Committee and inform the University of its members. The University shall recognize this Committee and shall communicate with it in regard to any problems in employees' working conditions that the Committee wishes to draw to the University's attention.

Upon request, the University shall provide the committee with such statistical and other information at its disposal relevant to the particular problem raised.

24.04 Consultation

The University agrees to provide the opportunity for employees to express their opinions as follows:

- (A) Where new or additional equipment is required, affected employees must be consulted prior to purchase or rental.
- (B) Where renovations (which may affect the working area of the employees) are planned for an existing building, employees from the working areas concerned shall be consulted regarding such renovations before renovating may begin.
- (C) Where a permanent change is considered in the location of work areas or in working procedures, the employees concerned must be consulted before any changes may begin.
- (D) Where a permanent move is considered into a newly constructed building, employees from the working area concerned shall be consulted regarding work space design and configuration before the move occurs.

The consultation process will include the following steps:

- (i) provision of sufficient information to allow informed advice about the planned changes,
- (ii) an opportunity for employees, who may be affected by the planned changes, to tender their opinions and advice,
- (iii) consideration of the opinions and advice of employees,
- (iv) provision of the final decision and the reasons for it to the affected employees and the Union.

The consultation process shall not interfere with the right of the University to make such changes in methods of operations, procedures, and equipment as it deems necessary, provided these changes are made in accordance with the provisions of this Article.

24.05 Lighting

Wherever reasonably possible, employees will be seated in working areas close to windows at eye level. In this regard, where it is necessary to rearrange the work area, there shall be mutual agreement between the University and the employees affected.

The degree of light intensity and the quality of lighting in a given area shall first and foremost be guided by the practical aspects of the work to be done in that area and not solely by aesthetic/cosmetic consideration. With the understanding that “brightness” is a subjective phenomenon, any employee shall be entitled to have a supplementary light source for their work area if the employee requests.

24.06 Protective Clothing

The University shall provide and maintain, at no cost to the employees, protective apparel and equipment where such is required by the WorkSafe BC or where the Department of Risk Management Services (RMS) or the University Safety Committee has determined them necessary for the personal safety of employees. At the employees’ request, the University shall provide and maintain, at no cost to the employees, protective clothing such as smocks, shop coats, and cuff protectors where these are required to protect clothing of employees.

24.07 University Health and Safety Committee

- (A) The Union shall have **representation on each Joint Occupational Health and Safety Committee and on departmental Local Safety Teams** wherever members are working.
- (B) Employees shall suffer no loss of pay for time required to attend the Committee meetings.
- (C) When the **Joint Occupational Health and Safety Committee** requests that a Union representative on the committee attend courses, seminars **and activities** related to health and safety issues, the University shall provide the necessary time off with pay.

24.08 Computer Screens

The University agrees that problems relating to the quality standards and ergonomics of computer screens and their operation will be dealt with under Article 24 of the collective agreement. Employees having such problems may refer them to the CUPE 2950 Health and Safety Committee pursuant to Article 24.03. If the University and the CUPE 2950 Health and Safety Committee are unable to resolve such problems, they will be dealt with under the Grievance Procedure, Article 35.

24.09 Night Shift Parking

A parking space will be made available as close as possible to the following buildings where employees work between 10:00 p.m. and 6:00 a.m. provided the University is able to comply with all health and safety regulations in establishing such parking places, and parking space exists: IT Services; Koerner Library; Main Library; Education Library; Woodward Library; Gage Residence; Place Vanier; Totem Park; Registration Service Office; and UBC Hospital.

Additional spaces may be established by agreement between the parties to address changed circumstances. The University and the Union will explore and implement methods for night shift employees to travel safely between their vehicles and worksites. Fees for use of an employee night parking space will be set at a rate consistent with night parking rates. The parking spaces will be subject to standard staff regulations.

Article 25 - Retirement

25.01 Retirement

An employee may choose to retire at any time after their fifty-fifth (55th) birthday.

All employees, upon retirement from the University:

- (A) shall receive a lifetime University Library card, renewable yearly;
- (B) shall be entitled to the same vacation which the employee would have had if the employee continued working to the end of the calendar year. Effective January 1, 2016 this provision will no longer exist such that an employee who retires on or after January 1, 2016 will no longer be entitled to this benefit.
- (C) shall be entitled to the use of University facilities as per Article 13.06.

Article 26 - Statutory Holidays

26.01 Definition

A statutory holiday is any holiday recognized in the University Calendar as a day on which the University is officially closed. The rate of pay for Statutory Holidays shall be that which the employee would have received if the employee had worked.

26.02 List of Statutory Holidays

The following paid statutory holidays for all employees are to be recognized:

| | |
|-------------------------------------|------------------|
| New Year's Day | B.C. Day |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day (Canada Day) | Boxing Day |
| Truth and Reconciliation Day | |

In addition, any other day proclaimed by the Federal or Provincial Governments or any other day in lieu of a Statutory Holiday shall be recognized.

26.03 Compensation for Statutory Holidays Falling on Scheduled Days Off

When a statutory holiday falls on the regular day off of an employee, the employee shall choose to be granted an equivalent time off without loss of pay or to be paid at regular rates. The time at which the time off is taken is to be determined by mutual agreement between the Department and the individual employees.

26.04 Pay for Work on Statutory Holidays

An employee who works on a Statutory Holiday shall choose either to be paid at the rate of double time plus a day off with pay at the regular rate for their regular hours of work, as defined in Article 28 (Hours of Work), or to receive an equivalent time off with pay or equivalent pay (i.e. regular time plus 2 days off with pay or triple time pay).

26.05 Special Holidays

- (A) A Special Holiday is a holiday declared a holiday by the University for its employees other than a Saturday, Sunday, General (Statutory) Holiday or day declared by the University to be in lieu of a Statutory Holiday. The rate of pay for the Special Holiday shall be that which the employee would have received if they employee had worked.
- (B) An employee who works on a Special Holiday shall choose either to receive an extra day's pay at the regular rate for their regular hours of work as defined in Article 28 (Hours of Work), or take one (1) day off with pay at the regular rate for their regular hours of work at a mutually convenient time.
- (C) When an employee's day off falls on a Special Holiday, the employee will receive another day off with pay at a mutually convenient time.

26.06 Effect of Modified Work Week

The University and the Union agree that the number of hours worked by an employee during a year should be unaffected by the type of work week chosen under Article 28.

If the total number of statutory and Special Holidays exceeds twelve (12) per year, employees working the three-day (3) week shall schedule an extra 4 2/3 hours work for each such holiday taken in excess of twelve (12), to compensate for the extra time off. This make-up time shall be scheduled by advance arrangement with the Department Head. Alternatively, the employee may elect to have an equivalent pay deduction based on their rate of pay excluding shift differential.

Article 27 - Vacations

27.01 Definition of Terms

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

27.02 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter (1 1/4) working days (8 3/4 hours) for each month worked prior to December 31st with the right to take days as they are accumulated. For probationary employees, the probationary period may be extended by the amount of earned vacation actually taken.

27.03 Vacation Schedule for Second Calendar Year

Subject to Article 27.07, employees in their second calendar year may take their vacation entitlement of 1 1/4 days (8 3/4 hours) per month as it is accrued. Alternatively, such employees may take their full annual vacation entitlement of three (3) weeks, or portion thereof, at any time in the 2nd calendar year. In this event the employee shall receive vacation pay only for entitlement already accrued. Payment for vacation entitlement unearned at the time of vacation will be paid monthly as it is accrued.

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

27.04 Vacation Schedule

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

Three (3) weeks (105 hours) during the second (2nd) calendar year.

Four (4) weeks (140 hours) during the fifth (5th) calendar year.

Five (5) weeks (175 hours) during the eighth (8th) calendar year.

Commencing with their fourteenth (14th) calendar year of service, employees shall receive one (1) additional day (7 hours) of annual vacation with pay for each additional year of service, to a maximum of five (5) additional days (35 hours). Rates of pay in each of the above cases shall be those which the employee would have received if the employee had worked (excluding shift differential).

For computation of vacation entitlement, employees shall be deemed to be in their second (2nd) calendar year on January 1st if they employee had service immediately preceding that date.

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

27.05 Accumulation or Carry-Over of Vacations

(A) Employees with less than three (3) weeks (105 hours) vacation entitlement shall be entitled to carry over one (1) week (35 hours) of vacation entitlement to take the following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks (70 hours), vacation entitlement by mutual consent between the department and the employee concerned.

(B) Employees with three (3) weeks (105 hours) vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks (70 hours) vacation to be taken

in the following year.

No employee shall lose any vacation entitlement as a result of this provision.

27.06 Vacation Flexibility

Other than in the first (1st) incomplete year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to them to take any time within that calendar year, subject to Article 27.03. The time of vacation is to be determined by mutual agreement between the Department and the individual employee. Provided the employee and their supervisor have attempted to resolve the dispute before a grievance is filed, grievances under this Article shall begin at Step 2 of the grievance procedure.

27.07 Vacation Scheduling

Prior to the preparation of vacation schedules, employees may submit their preferences to the Department Head. Department Heads shall post a vacation schedule by March 1st of each calendar year. The schedule can be changed thereafter at the request of the employee if the alternative scheduling arrangements meet the work requirements of the Department. Such requests shall not be unreasonably refused.

Employees will not be required to take their vacations in periods of less than one week's duration.

Employees who so desire must be allowed to take their vacation by the end of August.

27.08 Conflict in Vacation Schedule

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees. Employees desiring to take holidays in broken periods shall be entitled to do so by mutual agreement between the Department Head and the employee concerned.

27.09 Termination

An employee terminating their employment shall receive their vacation entitlement on a pro-rata basis, based on days worked during the calendar year of termination. Payment to an employee for vacation days that exceed this pro-rata entitlement will be deducted from the final pay cheque. This provision is subject to Article 33.07.

27.10 Compensation for Holidays Falling Within Vacations

Should a Statutory Holiday or Special Holiday occur during an employee's annual vacation, the employee shall be granted an additional day's vacation without loss of pay for each Holiday so occurring in addition to their vacation time.

27.11 Vacation Pay on Retirement

On retirement (Article 25.01), each employee shall be entitled to the same vacation which the employee would have had if the employee continued working to the end of the calendar year. Effective January 1, 2016 this provision will no longer exist such that an employee who retires on or after January 1, 2016 will no longer be entitled to this benefit.

27.12 Payment

Vacation pay shall be paid to an employee on the employee's scheduled payday.

27.13 No Loss of Vacation Entitlement Due to Illness or Injury

When an employee is eligible for sick leave while on vacation, illness or injury during such time shall be tabulated against the employee's sick leave, subject to presentation of supporting medical certificate or other proof of illness or injury.

27.14 No Termination, Layoff or Loss of Seniority

No employee shall be terminated, laid-off, or lose seniority while on vacation. The intention of this section is that vacation time shall not be construed as part of the required notice of termination or layoff.

Article 28 - Hours of Work

28.01 Terms

- (A) The week shall be understood to begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the Saturday following.
- (B) "Month" shall mean the calendar month.
- (C) "Standard Work Week" shall mean a five (5) day work week from Monday through Friday, seven (7) working hours per day approximately coinciding with the hours of 8:00 a.m. to 5:00 p.m.
- (D) "Regular Work Week" shall mean an employee's regularly scheduled work week.
- (E) "Regular Work Day" shall mean an employee's regularly scheduled work day and/or hours of work.

28.02 Work Day and Work Week

- (A) The normal hours of work for all full-time employees shall be thirty-five (35) hours per week, or seventy (70) hours per two consecutive weeks. All employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 29.02.
- (B) The five basic forms of work week shall be:
 - (i) Seven (7) hours per day, five (5) days per week;
 - (ii) Eight and three-quarters (8 3/4) hours per day, four (4) days per week;
 - (iii) Seven and three-quarters (7 3/4) hours per day, nine (9) days per two-week period;

- (iv) Seven and one-half (7 1/2) hours per day, fourteen (14) days per three-week period.
- (v) Eleven and two-thirds (11 2/3) hours per day, three (3) days per week. This form shall be available only for shift workers on a twenty-four (24) hour per day operation.

In accordance with Article 26.06 and in relation to other provisions such as 26.05 Special Holidays and 30.09 Paid Leave (Boxing Day to New Year's) the parties agree employees will be required to make-up the difference in annual hours of their approved form or work week to that of the Standard Work Week schedule (1820 hours per annum).

(C) Flex Time

- (i) The employees in each department or library division, under guidelines of this Article, shall decide which form of week they will work, subject to approval of the Department Head.
- (ii) Departmental approval shall not be unreasonably withheld. Departmental response to employee flex-time requests shall be in writing and copied to the Union.
- (iii) If approval is granted for flex-time, there shall be a trial period of three (3) months in which the department may determine whether the proposed work week can be made ongoing.
- (iv) If operational requirements change such that the approved work week has a detrimental impact on the levels of timely service or production of a particular unit; or, results in appreciable additional costs to the University, the Department Head may withdraw the previously approved form of work week. Six (6) weeks written notice of a change in the form of work week shall be given to the employees affected and the Union. The notice shall include the reasons for the change.
- (v) Upon request during the first two (2) weeks of the notice period, the Department Head will meet with the employees to discuss the withdrawal and consider alternate suggestions. The Department Head will respond in writing to the employees' suggestions within five (5) working days and state whether or not the withdrawal will still occur.

(D) Hybrid Work Arrangements

- (i) **The five basic forms of work week listed in B above may include a hybrid work arrangement where the location of work is a combination of on campus and remote work. No employee will be required to work remotely.**

- (E) (i) The factors to be considered by the Department Head in **C and D** above shall include the following:
 - (a) whether the desired form of work week **and/or hybrid work arrangement** would have a significantly detrimental impact

on the levels of timely service by the Department to faculty, administrators, students and the public:

- (b) the interests of (including the nature of the reasons put forward by) staff for implementing the desired form of work week **and/or hybrid work arrangement**;
 - (c) impact of work flow;
 - (d) predictability of work flow;
 - (e) interchangeability of the work force;
 - (f) **whether regular, in-person attendance is required or would be beneficial to support team engagement, collaboration and workplace experience**;
 - (g) whether a potential detrimental impact can reasonably be accommodated by the organization or reorganization of work or by other means;
 - (h) relative costs of the forms of work week;
 - (i) effective use of human and other resources.
 - (j) **Hybrid work arrangements will be in accordance with relevant University policies and/or guidelines.**
- (ii) In the event the Department Head withdraws an approved form of work week **and/or hybrid work arrangement** and the Union does not consider that the factors noted in **E(i)** above have been properly considered, the matter shall be referred directly to Step 3 of the Grievance Procedure.
 - (iii) This section does not apply when Department Heads change the form of work week **and/or hybrid work arrangement** assigned to a vacant position.

(F) Minimum Hours of Work:

- (i) An employee who reports for work as required by the employer but is not required to start is entitled to a minimum of two (2) hours pay, except as provided for under Article 29.07.
- (ii) Once an employee commences work, the employee shall receive a minimum of four (4) hours pay, unless the employee is unfit to perform their duties, or has failed to comply with the Industrial Health and Safety Regulations, in which case the employee is only entitled to pay for the period worked.
- (iii) An employee who is also a student who reports for work under this agreement on a day in which the employee attends school is entitled to a

minimum of two (2) hours pay, whether or not work commences.

28.03

- (A) Meal Periods - Employees shall have the right to take one (1) continuous period for meals approximately in the middle of any shift of not less than thirty (30) minutes and not more than one (1) hour. However, the time and duration of the meal period shall be the employee's decision providing that departmental requirements are met. In departments where complex scheduling is required, the department head or designate will make up the schedule after the employees have submitted their preferences, which will be met where reasonably possible.

It is to be further understood that this is an unpaid meal period and the University shall recognize the employee's right to enjoy this period without interruption.

- (B) Relief Periods - Employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one (1) normally to be taken during the first half of any shift, and the other normally to be taken during the second half of any shift.

An employee's relief periods may be combined by mutual agreement between the employee and manager. Such a combination is not to be used to shorten an employee's regular work day.

28.04 Split Shifts

There shall be no split shifts.

28.05 Shift Work

- (A) Definition of Shift Hours

Day Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 8:00 a.m. and 4:00 p.m.

Evening Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 4:00 p.m. and 12:00 p.m. midnight. Night Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 12:00 midnight and 8:00 a.m.

- (B) Shift Differential

Employees working on a shift basis shall receive a pay differential as follows **effective April 1, 2022**:

One dollar **and twenty-five cents (\$1.25)** per hour for each hour worked on the evening shift.

One dollar **and fifty cents (\$1.50)** per hour for each hour worked on the night shift.

- (C) Scheduling Provisions

- (i) Prior to the preparation of shift schedules by the Department Head or

their delegate, employees may submit lists of their schedule preferences for consideration. Department Heads may delegate the preparation of shift schedules to employees where appropriate but employees may not be required to accept this responsibility unless it is part of their duties. Shift schedules must be posted no less than two (2) weeks in advance.

- (ii) Each employee working on a shift basis shall be entitled to three (3) weekends off in every four (4) weekends. This may vary upon mutual consent of the employee and the Department Head concerned.
- (iii) There will be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned.
- (iv) All shifts shall be rotated on an equal basis, insofar as possible, amongst the employees who are involved in the shift work.

Employees may, voluntarily, work on a specific shift. Such an arrangement may be made with the mutual consent of the employees concerned and the Department Head.

- (v) Any employee given less than one (1) week's notice of a shift change shall be paid at overtime rates (as per Article 29) for all hours worked on the changed shift, up to one week from the date of notice. However, no employee shall receive overtime rates for more than three (3) days on the changed shift. Shift changes shall include any change in hours of work, including changes within any given shift category (e.g., a change from 2:00 p.m./10:00 p.m. to 3:00 p.m./11:00 p.m. shall constitute a shift change).

The employee shall choose whether to take the pay or time off in lieu of pay. The time at which the time off is taken is to be determined by mutual agreement between the Department Head and the individual employee.

(D) Overtime for Shift Workers

Employees working on a shift basis will be paid overtime according to Article 29. Where such overtime runs contiguous with evening or night shift, the hourly rate for computation of overtime will be used, and, the proper shift differential for the number of hours worked will be added after the calculation of overtime pay is made.

(E) Split Shifts for Shift Workers

There will be no split shifts for shift workers.

Article 29 - Overtime

29.01 Definition

- (A) Overtime for full-time employees is that time worked in excess of each employee's regular work day or work week as defined in Article 28.

- (B) Overtime for part-time employees is that time worked in excess of seven (7) hours per day or thirty-five (35) hours per standard work week.

29.02 Authorization for Overtime Pay

Overtime will be worked only when the department head or designate has requested that overtime be worked. Compensation for overtime shall be paid at two (2) times the employee's regular hourly rate for hours worked to the next one-half hour.

29.03 Overtime Worked on a Weekend

Compensation for overtime worked on a weekend shall be paid at double an employee's hourly rate.

29.04 Overtime Worked on a Statutory Holiday

Where an employee works more than their regular work day on a statutory holiday or a day granted in lieu thereof, that employee shall be paid according to Article 26.04, for the regular work day, and double that rate thereafter.

29.05 Time Off in Lieu of Overtime

An employee who works overtime may elect time off which shall be equivalent to the number of hours for which the employee would have been paid, to a maximum of thirty-five (35) hours in any one calendar year. Where overtime worked exceeds the equivalent of thirty-five (35) hours paid, the employee may request additional time off in lieu of overtime pay, calculated as aforesaid. The time off shall be taken within twelve (12) months of the date of working the said overtime at a time mutually agreeable to the employee and the Department Head. Time off in lieu of overtime pay which is not taken within twelve (12) months of the date of working the said overtime shall be paid out to the employee at the end of the twelfth month. Upon mutual agreement with the Department Head, an employee may have accumulated time off reconverted into the corrected overtime pay.

29.06 Paid Meal Period (Overtime)

All employees requested to work overtime beyond their regular work day shall be allowed a one-half (1/2) hour meal period which shall be paid at overtime rates provided such overtime is in excess of two (2) hours work and providing that not more than one (1) hour has elapsed between the end of the regular working hours and the time overtime commences. The meal period may be taken before, during or after the overtime.

29.07 Call Back

An employee called back to work after completing a regular work day or from a regular day off or vacation, shall be paid overtime rates for a minimum of four (4) hours.

29.08 Voluntary Overtime

The employer shall endeavor to keep overtime to a minimum and to meet requirements on a voluntary basis. Overtime work shall be divided equally, insofar as possible, among the employees in the department or library division who are willing and able to perform the work

that is available within a reasonable time. In the event an employee who has been directed to work overtime demonstrates an urgent personal emergency, that employee shall be excused the necessity of working overtime on that occasion.

29.09 Make-up Time

Make-up time is time worked in lieu of time missed from work which would otherwise be deducted from an employee's pay. Make-up time shall be kept to a minimum and may only be worked with the Department Head's consent. Such time worked in excess of the regular work day or work week shall not be computed as overtime.

Article 30 - Benefits

30.01 Leave of Absence Without Pay

- (A) An employee may apply for a leave of absence without pay for up to six (6) months.
- (B) The employee shall submit a request in writing to the department head, stating the reasons for the leave. Every effort shall be made by the employer to comply with an employee's request for the leave. Permission shall be obtained in writing from the department head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.

It is understood that extensions of leave shall be at the sole discretion of the Department Head. Any request 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.

- (C) Upon return to work, the employee shall be placed in their former position.
- (D) During leave of absence without pay employees shall accrue seniority for up to one (1) month. The University agrees to maintain employees on the Medical and Dental Plans during a leave of absence without pay for up to one (1) month, subject to Article 30.05 (A) and (B).
- (E) Where a Statutory Holiday falls within a period of leave of absence without pay, the employee shall receive pay for that holiday provided the employee has earned wages for at least three (3) working weeks during the last thirty (30) calendar days.

30.02 Bereavement Leave

- (A) In the case of death in the immediate family, an employee shall be entitled to **five (5)** full working days with pay upon notification to the department head.

Upon written request this leave may be extended up to a further three (3) days with pay at the Department Head's (or their designate) discretion to address circumstance, such as, but not limited to, significant out-of-town travel arrangements.

Immediate family shall include an employee's **spouse, common-law spouse or partner, children, grandchildren, parents, parents-in-law, sibling,**

sibling-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.

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).

- (B) In special circumstances resulting from the death of a family member not listed within the provisions of Article 30.02 (A), an employee may request time off without deduction of pay in accordance with Article 30.02 (A).
- (C) An employee shall be entitled to a one (1) day leave of absence with pay to attend a funeral upon notification to the department head.
- (D) If longer leave is required under (A) or (B) above, it shall be applied for under Article 30.01(A).

This article may be refined or amended based on recommendations from consultations conducted with the Indigenous community at UBC. Any recommendations are subject to approval by both Parties, and the approved recommendations shall be incorporated into any new collective agreement to reflect the agreement of the parties.

The changes in this Article are effective April 1, 2023.

30.03 Pension Plan

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

Upon request, the University agrees to provide the Union with any statistical and other relevant information at its disposal pertaining to the Pension Plan.

30.04 Daycare

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

30.05 Medical, Dental, Extended Health, and Disability Benefit Plans

(A) Medical Services Plan

- (i) The employer shall pay one hundred percent (100%) of the monthly contribution to the Medical Services Plan.

- (ii) All continuing and sessional employees with appointments of 3 months or more and working a minimum of seventeen and one-half (17 1/2) hours per week shall be eligible to participate in the Medical Services Plan on the first of the month on or after their date of hire (subject to statutory waiting period) as outlined in (i) above.
- (iii) Temporary employees working a minimum of seventeen and one-half (17 1/2) hours per week shall be eligible to participate in the Medical Services Plan on the first of the month on or after sixty-six (66) days of accumulated service (subject to statutory waiting period) as outlined in (i) above.

(B) Dental Plan

- (i) The employer shall pay one hundred percent (100%) of the monthly contribution to the Dental Plan as obtained and provided by the University.
- (ii) All continuing and sessional employees with appointments of 3 months or more and working a minimum of seventeen and one-half (17 1/2) hours per week shall be eligible to participate in the Dental Plan on the first of the month on or after their date of hire as outlined in (i) above.
- (iii) Temporary employees working a minimum of seventeen and one-half (17 1/2) hours per week shall be eligible to participate in the Dental Plan on the first of the month on or after sixty-six (66) days of accumulated service as outlined in (i) above.

(C) Extended Health Benefits

- (i) The employer shall pay one hundred percent (100%) of the monthly contribution of the Extended Health Plan as obtained and provided by the University.
- (ii) All continuing and sessional employees with appointments of 3 months or more and working a minimum of seventeen and one-half (17 1/2) hours per week shall be eligible to participate in the Extended Health Plan on the first of the month on or after their date of hire as outlined in (i) above.
- (iii) Temporary employees working a minimum of seventeen and one-half (17 1/2) hours per week shall be eligible to participate in the Extended Health Plan on the first of the month on or after sixty-six (66) days of accumulated service as outlined in (i) above.

(D) Disability Benefit Plan (DBP)

- (i) The employee shall pay 100% of the monthly premium of the Disability Plan as obtained by the University and provided the employee has met eligibility requirements of the Plan.

(E) Basic Group Life

- (i) The employer shall pay 100% of the monthly premium of the Basic

Group Life Plan as obtained by the University, provided the employee has met eligibility requirements of the Plan.

(F) Employee Family Assistance Program (EFAP)

- (i) The Employer shall pay 70% of the monthly premium of the Employee Family Assistance Program as obtained by the University, provided the employee has met eligibility requirements of the plan.

Upon request, the University agrees to provide the Union with relevant financial, statistical, and member-related data pertaining to the Medical, Dental, Extended Health, and Disability Benefit Plans, provided that it is available, its collection does not result in additional cost or administrative burden, it is in aggregate form (i.e., individual employee information remains confidential), and it is not confidential for business purposes of the University. The information is provided to the Union so it may meet its statutory obligations in administering the employment relationship and representing bargaining unit employees. Any information obtained from the University will not be disclosed by the Union to, or used on the behalf of, any third party, unless required by law.

30.06 Sick Leave

(A) No employee shall be severed or lose seniority because of illness.

(B) Proof of Illness

- (i) Where an employee is absent through illness, the employee must report by telephone or otherwise to their Department Head or designate as early as possible, normally by starting time on the first day away.
- (ii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.
- (iii) Upon return to work, the employee will be required to complete a standard 'Proof of Illness' form provided by the University.
- (iv) A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness. The medical certificate must provide sufficient and satisfactory information. Providing the employee has submitted a satisfactory initial medical certificate, any subsequent requests from the University or follow-up for additional information will be paid for by the University.

(C) Medical and Dental Appointments

Employees may request up to three and one-half (3.5) hours per calendar month for medical or dental appointments. The three and one half (3.5) hours may be used on one (1) occasion or split for more than one (1) appointment.

Should an employee require more than three and one-half (3.5) hours in one calendar month, then the University will average usage over the twelve (12)

months immediately preceding the current month; if the employee has not averaged three and one-half (3.5) hours over the previous twelve (12) months, then additional time for appointments is available to the employee up to the maximum potential usage of forty-two (42) hours. If the employee requests leave for medical or dental appointments that exceeds forty-two (42) hours, then payment for the medical appointment is deducted from the employee's accumulated sick leave bank. If the bank has run out, then the employee may request time off without pay.

Excessive use of medical or dental appointments may require medical or dental certificates.

(D) Sick Leave Records

Employees shall have access to sick leave credit records on request.

(E) Sick Leave Entitlement

- (i) The employer will allow one and one-quarter (1 1/4) days (8 3/4 hours) per month sick leave with full pay up to 152 days (1064 hours) maximum. When an employee has worked eleven (11) of the days in any given calendar month, the employee will be entitled to full sick leave credit for that month.

The provisions of the Employment Standards Act (ESA) are incorporated into this Article such that all employees are entitled to a minimum of five (5) paid days of sick leave after completing ninety (90) calendar days of service. The illness and injury entitlement in the ESA, which is currently five (5) days, is not in addition to any entitlement accrued above.

- (ii) Upon request, an employee who has exhausted their sick leave will be issued a Record of Employment so that the employee may apply for Employment Insurance Sick Leave Benefits.

For those employees with three (3) or more years of service, where there is no unexpended sick leave or unexpended Employment Insurance Sick Leave Benefits, they may borrow at one-half pay against future sick leave credits to a maximum of twenty-two (22) working days. In cases of extreme difficulty, the Union and the University may jointly agree to an extension at one-half pay for a further twenty-two (22) working days.

An employee may apply for and receive a leave of absence for medical reasons. If the medical prognosis is that an employee will likely be able to return to their regular position within two (2) years, then the employee shall remain entitled to return to that position. If the medical prognosis is that an employee will not be able to return to their position within two (2) years, then the University may post the position and hire a permanent replacement to fill the vacancy. The employee on leave shall retain their employment status and seniority with the University. When the employee on sick leave returns to work, the employee shall be placed in a position in the same classification (benchmark cluster, single benchmark or unique job) which is coincidentally vacant. When no coincidental

vacancy occurs, the employee with the least amount of seniority in the classification (benchmark cluster, single benchmark or unique job) shall be laid off and the returning employee shall be granted automatic transfer to the resulting vacancy.

(F) Subrogation

- (i) Employees with sick leave to their credit who suffer a workplace injury or a work-related illness and whose claim for temporary disability benefits is accepted by WorkSafe BC, shall be paid an advance equal to sixty-eight (68%) of their regular pay for each day the employee is absent and on WorkSafe BC. The advance will be paid on the employee's regular pay day.

If an employee's claim for compensation is in dispute with the WorkSafe BC, sick leave credit will be paid retroactively to the first day of the disability that is eligible for benefits.

If the WorkSafe BC claim is subsequently allowed, the employee shall repay these sick leave credits. Employees who do not have available sick leave credits shall be placed on an unpaid sick leave pending a decision from the WorkSafe BC.

If WorkSafe BC reassesses the employee's wage loss compensation, the Employer will change the amount of the advance accordingly.

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

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

Sick leave benefits in the amount recovered will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified legal expenses incurred by the employee to recover that claim.

It is further understood and agreed that the foregoing shall not apply to global awards for damages that do not specify lost wages.

It is further understood and agreed that no employee shall be required to take legal action to recover lost wages or other damages from any third party.

(G) Statutory Holidays

When a Statutory or Special Holiday falls within, or contiguous to a period of paid sick leave, the holiday shall not be assessed against the employee's sick leave.

- (H) **Quarantine**
Should an employee be placed in quarantine due to the illness of others, benefits shall be paid as sick leave.
- (I) **Medical Examinations and Certificates**
Should the University require an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by the University at no cost to the individual, or by their own doctor at the individual's own expense. The employee shall be provided with a copy of any written report provided by the doctor.
- (J) **Illness of Dependents**
An employee who has dependents may use up to a maximum of five (5) days of accumulated sick leave each year to deal with the illnesses or injuries of such dependents. Eligibility is dependent on an employee maintaining one day per month (to a maximum of 12 days per year) in their sick bank to be used only in cases of an employee's illness or injury in accordance with the EI Premium Reduction Program.
- A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, for purposes of this Article, if related to the employee by blood, marriage or adoption or, as common-law spouse or same sex partner, is living in a marriage-like relationship with the employee.

30.07 Maternity, Adoption and Parental Leave

- (A) **Maternity Leave**
1. A pregnant employee is entitled to seventeen (17) weeks of unpaid maternity leave. If the baby is confined to hospital, this period may be split and/or delayed by carrying forward one week for each week of hospitalization. This leave may start no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual birth date. This leave must end no later than seventeen (17) weeks after the maternity leave begins.
 2. If maternity leave is not requested until after the birth of a child or after termination of the pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the date of birth or termination date upon medical certification of such event.
 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, nurse practitioner, or midwife 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 an employee is unable to return to work for reasons relating to the birth or termination of the pregnancy. 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 30.07(A)(1) is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave, which must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is seventy-eight (78) weeks of unpaid leave plus any additional maternity and/or parental leave the employee is entitled to pursuant to this Article and/or the *Employment Standards Act*.
2. A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
3. An employee who adopts a child is entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
4. An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave.
5. If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee 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.

(C) Additional Provisions

1. Upon return to work the employee shall be reinstated in their former position according to Article 30.01, with all increments to wages and to benefits to which the employee would have been entitled had the leave not been taken. If their former position has been discontinued, the employee will be placed into a position of the same classification (benchmark cluster, single benchmark, or unique job) which is coincidentally vacant. Where there is no vacancy, the employee with the least amount of seniority in the classification (benchmark cluster, single benchmark or unique job) shall be laid off and the returning employee transferred to the resulting vacancy.
2. 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 plans:

- Optional Life Insurance Plan
- Long-Term Disability Insurance Plan
- Pension Plan

3. An employee on maternity, or parental leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for the period for such leave.
4. Employees on maternity or parental leave who qualify for the benefits of Article 30.07(C)(2) shall receive the full accrual of sick leave and vacation credits in the first month of such leave. Following the first month of such leave, accrual of sick leave credits shall be pro-rated based on the maternity leave salary differential paid to the employee by the University. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay shall be pro-rated based on the maternity leave salary differential paid to the employee by the University.
5. Supplemental Employment Benefit

Employees on maternity leave who qualified for and receive Employment Insurance benefits may be eligible for the Supplemental Employment Benefit (SEB). Employees shall opt for Plan A or Plan B, but not both.

Plan A

After completing six (6) months service, following return to work after maternity leave, employees will be paid by the University the difference of the benefit received from Employment Insurance and the employee's monthly salary for the period of time Employment Insurance benefits were received. Provided the employee has received the benefit mentioned above, the University will pay to the employee their salary for the **statutory** waiting period for Employment Insurance.

Plan B

Employees on maternity leave will be paid by the University the difference between the EI benefit and 95% of their monthly salary during the period of unemployment due to pregnancy. Upon completion of six (6) months service following the return from maternity leave, employees may request the final 5% top-up benefit. Election of this benefit requires proof of Employment Insurance Benefits and a commitment in writing that an employee will return for a minimum of six (6) months of service. Please refer to the Letter of Agreement Article 30.07 – Maternity leave for complete details on the requirements under Plan B.

6. 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. Such employees will not accrue sick leave credits beyond the month in which the maternity leave commenced. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay will be limited to the month in which the maternity leave commenced.

30.08 Pre-Placement Adoption Leave

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

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

Leave under this provision will end with the placement of the adoptive child(ren) and nor is it available in the event of a direct placement of the child(ren). Should both adopting parents work at the University the 20 days may be shared between both parents.

If eligible the employee shall receive the benefits of the applicable provisions of the Employment Insurance Act.

30.09 Paid Leave Between Boxing Day and New Year's Day

All employees who are normally scheduled to work shall be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year's Day unless the employee is required to work for operational reasons. Such employees shall be paid at straight time and granted three paid leave of absence days at some other mutually agreeable time. It is understood that the University will not introduce new seasonal layoffs to avoid this benefit.

30.10 Personal Emergency and Other Leave

An employee may be granted up to one (1) full working day with pay each year that can be used for one of the following reasons on a one-time basis:

- (a) Personal emergency, which shall be granted upon immediately notifying the department head.
- (b) Convocation of an employee, employee's spouse or child, where the ceremony takes place during the employee's regularly scheduled workday.
- (c) Volunteering at a UBC Event.

For (b) and (c) above, requests should be made in writing to the department head. Such requests will be approved where it is operationally feasible and shall not be unreasonably denied.

Such leave will not be charged to other accrued time off.

30.11 Military Leave

Employees required to attend Military training courses shall be granted one-half (1/2) the time as a paid leave of absence, the other half to be deducted from their holidays.

An employee may apply for an unpaid leave of absence to attend a military event sanctioned by their Commanding Officer. The request shall be in writing to the Department Head (or their designate) stating the duration and reason for the leave. Approval of such requests shall not be unreasonably denied.

30.12 Citizenship Leave

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

30.13 Court Duty

- (A) An employee who is called for Jury Duty or as a subpoenaed witness shall continue to receive their regular pay for the days on which the employee would otherwise have worked. In the event the employee receives any monies from the Crown for such service, the employee shall retain such portion as covers their expenses, and shall turn the remainder over to the University with an accounting of amounts received together with proof of amounts received together with proof of service.
- (B) When an employee is to appear as either plaintiff or defendant in a civil suit, the employee shall be granted leave of absence without pay for such purpose under the conditions of Article 30.01 (C), (D) and (E).
- (C) When an employee is charged with an offense and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay under the conditions of Article 30.01 (C), (D) and (E) to attend such hearing or pending results of hearing of charges. If the employee is found to be guilty of the charge, the University will consider the nature of the offense in determining whether the individual shall continue on leave of absence, return to work or be discharged.

30.14 Leave for Domestic Violence

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

For clarity, the University will provide leave consistent with the applicable legislation and, in special circumstances, an employee may be granted further leave without loss of pay or benefits.

30.15 Religious and Cultural Observance Leave

The Union and the 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, requests will be made to the Manager or Administrative Head of the Unit with as much notice as possible. Requests will not be unreasonably denied.

Employees may request to take the time off as follows:

- (A) Unpaid leave of absence in accordance with Article 30.01
- (B) Equivalent time off without loss of pay, to be paid at regular rates, for working on a statutory holiday in accordance with Article 26.04.
- (C) Vacation in accordance with Article 27
- (D) Time off in lieu of overtime in accordance with Article 29.05
- (E) Make-up time in accordance with Article 29.09

30.16 Political Leave

A leave of absence without pay shall be granted upon request to any employee who wishes to seek political office in accordance with UBC Policies. Such requests must be made in writing and will not be unreasonably denied subject to operational requirements.

30.17 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, Powwows, 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 30.02 - Bereavement Leave, as applicable.

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

This additional leave is unpaid, however, and an employee may draw from their available vacation and overtime banks, as applicable.

This article may be refined or amended based on recommendations from consultations conducted with the Indigenous community at UBC. Any recommendations are subject to approval by both Parties, and the approved recommendations shall be incorporated into any new collective agreement to reflect the agreement of the Parties.

Article 31 - Job Description, Job Evaluation, Reclassification and Misclassification

31.01 Job Security Provision

The term classification throughout the collective agreement is defined to mean a benchmark cluster, single benchmark, or unique job.

For the purpose of job security provisions, classification means the benchmark cluster that contains the benchmark that the employee's position is matched to.

A number of benchmarks do not fall into a benchmark cluster. For the purpose of job security provisions, classification means the single benchmark that the employee's position is matched to and not a cluster.

A number of positions do not fall into a benchmark cluster or a single benchmark. For the purpose of job security provisions, classification means unique job that the employee's position is matched to.

When exercising their rights an employee does so at the base level of the benchmark cluster, single benchmark or unique job irrespective of the level of supervision and second language attached to either the position that an employee came from, or the position for which the employee is exercising their rights.

The parties may agree on a case-by-case basis to allow employees to place or be recalled into a suitable vacancy outside of an employee's benchmark cluster, single benchmark, or unique job.

31.02 New Benchmarks

A benchmark classification system with an underlying point factor plan is utilized to classify jobs.

The Employer is responsible for developing new benchmarks.

When a new benchmark is developed, the Employer will evaluate the benchmark using the point factor plan, and will assign a pay grade. The Employer will provide new benchmarks to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.04.

31.03 Revised Benchmarks

The Employer is responsible for updating and maintaining benchmarks. Changes to benchmarks may or may not result in a change in job evaluation points and pay grade.

When a benchmark is revised, the Employer will evaluate the benchmark using the point factor plan, and will assign a pay grade. The Employer will provide revised benchmarks to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.04.

31.04 Expedited Arbitration – Resolution of Job Evaluation Points and/or Pay Grades

Where the Employer and Union can't resolve a dispute over job evaluation points and/or pay grade for a new or revised benchmark, or for a unique job, the matter may be referred to an arbitrator that is mutually agreed to by the parties, for resolution through an expedited arbitration process.

- (A) A case management meeting shall occur between the parties prior to the expedited arbitration. The parties shall agree on as many facts of the case as possible.
- (B) The parties will brief the arbitrator on the outcome of the case management meeting prior to the arbitration. Based on the case management meeting the arbitrator will provide direction to the parties about the type of witnesses and documentation that should be included in the expedited arbitration.
- (C) The expedited arbitration will not include formal evidence or formal witness testimony. Informal inclusion of witnesses and argument are limited to those required to provide relevant information, as determined by the arbitrator.
- (D) The arbitrator will make a determination based on the point factor plan. The evaluation and pay grades of existing benchmarks only will be used as comparators.
- (E) The arbitrator does not have jurisdiction to create new factors, factor "degrees"/levels, pay rates, and/or pay grades that are not already part of the existing job evaluation plan.
- (F) The decision of the arbitrator is final and binding, and is on a without prejudice and without precedence basis.
- (G) Arbitration costs will be equally shared by the parties.

31.05 Job Description

A job description will be developed by the department head (or designate) for each position in the department. Job descriptions will outline the responsibilities, qualifications, and duties to be performed by the incumbent.

31.06 Classification/Evaluation of Jobs

(A) The Employer is responsible for classifying/evaluating jobs. Jobs are classified to benchmarks based on “best fit”; that is, the job is classified to the benchmark where the scope and level of the job are a “best fit” with the scope and level definition outlined on the benchmark. It is recognized that benchmarks are not “watertight compartments”, and that there is overlap across benchmarks. The best fit with the scope and level definition is determinative, and the other elements of the benchmark provide guidance.

(B) The Employer will evaluate jobs that are unique in nature, and that are not a “best fit” with any benchmark, against the point factor plan that underlies the benchmarks, and will assign the jobs to pay grades based on the point factor scores.

The Employer will provide a copy of evaluated unique jobs to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can’t resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.04.

(C) Jobs that are a “best fit” with two or more benchmarks (i.e., where the job performs a substantive amount of the scope and level of two or more benchmarks) will be classified to the benchmark that is at the higher pay grade.

(D) If the union has concerns about the classification of a job, they may request that the Total Compensation unit of the Human Resources department conduct a review.

(E) The Total Compensation unit may audit job classifications and make adjustments as required.

31.07 Reclassification Requests

If an employee who has completed their probationary/orientation period believes that their job **description does not accurately reflect the work, and/or that their** job is incorrectly classified, the employee should submit a request to their manager for a review of the job **description and** classification. The request must be made on the designated form, and must include the reasons the employee believes that their job is inappropriately classified. Upon receipt of a reclassification request, the manager shall review the job classification in accordance with Article 31.06 above, and will attempt to resolve the matter if the manager believes there is merit to the request.

If the matter is not resolved, the employee may submit a formal request for reclassification. A minimum of six (6) months must elapse between each reclassification request.

(A) The request must be made on the designated form and submitted to the Total Compensation unit, who will provide a copy to the Union and the department head (or designate). The request should be accompanied by a job description.

(B) Where the Total Compensation unit determines that it will add value to the process, the total Compensation unit will interview the employee and/or the department

head (or designate). In such circumstances, at the request of the employee a Union steward shall be present at the interview.

- (C) The employee and department head (or designate) shall be notified of the results of the reclassification request by letter (including rationale), with a copy to the Union, within twelve (12) weeks of the date that the Total Compensation unit received all required information on the reclassification request forms, including the form that the employee's manager must complete.
- (D) If the employee is not satisfied with the outcome, the employee shall have the right to appeal the decision, pursuant to Article 31.08.
- (E) If an employee's position is reclassified, that employee shall not be required to serve a new probationary or orientation period.

31.08 Appeal Process – Appeal of the Outcome of a Reclassification Request

If an employee is not satisfied with the outcome of the reclassification request, the employee may appeal through the following process:

- (A) Within thirty (30) days of receipt of the results of their reclassification request, the employee must notify the Total Compensation unit in writing of their desire to appeal the decision.
- (B) A Joint Appeal Committee (JAC) will attempt to resolve the appeal. Quorum for the JAC is two individuals representing the Union and two individuals representing the University. Neither party shall have more than two representatives. Where the Union's committee and the University's committee agree, the appeal is resolved. By arrangement with their supervisor, the Union's appointed JAC member shall be permitted the necessary time off without loss of pay or benefits to attend the JAC meeting. In accordance with the practice of article 8.04 of the Collective Agreement, the Union and the University shall notify each other, in writing, of the names of their appointed representatives to the JAC.
- (C) Appeals not resolved by the Joint Appeal Committee may be referred by either party to an arbitrator that is mutually agreed to by the parties for resolution under an expedited arbitration process.
- (D) A case management meeting shall occur between the parties prior to the expedited arbitration. The parties shall agree on as many facts of the case as possible.
- (E) The parties will brief the arbitrator on the outcome of the case management meeting prior to the arbitration. Based on the case management meeting the arbitrator will provide direction to the parties about the type of witnesses and documentation that should be included in the expedited arbitration.
- (F) The expedited arbitration will not include formal evidence or formal witness testimony. Informal inclusion of witnesses and argument are limited to those required to provide relevant information, as determined by the arbitrator.
- (G) The arbitrator will make a determination based on the "best fit" of the job to a

benchmark. Where the job is not a good fit with any of the existing benchmarks, the arbitrator may assign the job to a pay grade based on applying the point factor plan, in which case the evaluation and pay grades of existing benchmarks only will be used as comparators.

- (H) The arbitrator does not have jurisdiction to create new factors, factor “degrees”/levels, pay rates, and/or new pay grades that are not already part of the existing job evaluation plan.
- (I) The decision of the arbitrator is final and binding, and is on a without prejudice and without precedence basis.
- (J) Arbitration costs will be equally shared by the parties.

31.09 Wage Increase Awarded Through Reclassification

- (A) A wage increase awarded as a result of reclassification shall be retroactive to the date of change of job duties to a maximum of twenty-one (21) months prior to the date of the written reclassification request, or when no date can be established, retroactive to the date of the written reclassification request itself. The employee shall be placed on the step in the pay grade that ensures an increase in monthly salary of at least fifty dollars (\$50.00), where possible.
- (B) Where the job does not entail new job duties, and has been misclassified since date of hire, the employee shall be placed on the same step in the appropriate pay grade as the employee was on in the original pay grade, and shall receive full pay rate adjustment retroactive to date of hire, to a maximum of twenty-one (21) months.

Article 32 - Seniority

32.01 Definition

Seniority shall mean length of service with the University, within the bargaining unit, and shall be credited for all service prior to certification of the bargaining unit as designated in Article 32.03.

32.02 Computation of Seniority - Part-Time and Temporary Employees

Seniority of part-time and temporary employees shall be determined on the basis of the number of months worked, i.e., one hundred fifty-two (152) hours equals one (1) month. (Months are determined by multiplying the number of hours in the work week by fifty-two (52) and dividing by twelve (12). This definition of month to apply to the computation of seniority only.)

32.03 Accrual of Seniority

- (A) Seniority shall accrue from the first day of employment, and shall continue to accrue except as stated otherwise in Articles 7.02, 32.04 and 32.06.
- (B) Seniority shall continue to accrue during any employee’s absence from work due to illness, accident or unjust discharge.

32.04 Maintenance of Seniority

- (A) Seniority shall continue to be accrued during the first (1st) month of leave of absence without pay and thereafter shall be maintained but not accrued (except as provided in Article 7.02).
- (B) Seniority shall continue to be accrued during the first month of layoff, and thereafter shall be maintained, but not accrued, for a period of up to one (1) year.
- (C) Seniority for Winter Sessional employees shall be maintained but not accrued during the Inter/Summer Session. Seniority for Inter/Summer Sessional employees shall be maintained but not accrued during the Winter Session.

32.05 No Loss of Seniority

An employee shall not suffer loss of seniority for any of the following reasons: unjust discharge, layoff, promotion, demotion, transfer, reclassification, compulsory military service, vacation or any recognized leave.

32.06 Loss of Seniority

An employee will lose seniority rights if the employee fails to acknowledge notice of recall within five (5) working days of recall, fails to report for work having been given at least ten (10) working days' notice or if the employee, retires, takes a position with the University outside the bargaining unit for a period longer than six (6) months, or is discharged for just cause.

If the employee leaves the University to take a position with another employer, the employee will be deemed to have resigned from their bargaining unit position.

32.07 Seniority List

A current seniority list for December 31st and June 30th of each year shall be sent to the Union within fifteen (15) days of those dates.

Article 33 - Discharge, Suspension, Disciplinary Action and Resignation

33.01 Definitions (for the purposes of this Article)

- (A) Discharge - the involuntary ending of employment.
- (B) Suspension - a disciplinary action on the part of the University.
- (C) Resignation - the voluntary ending of employment by the employee.

33.02 Suspension

The University may suspend any employee for just cause subject to Article 35 (Grievance and Arbitration Procedure). Upon taking of its decision, the University will immediately send to

the employee concerned, with a copy to the Union, a letter giving written notification of and reasons for the suspension. All suspended employees shall be returned to their former positions.

33.03 Discharge

- (A) The University may discharge any employee for just cause, subject to Article 35 (Grievance and Arbitration Procedure).
- (B) A written list of all reasons for discharge must accompany notifications of discharge to the employee and the Union.

33.04 Proof of Just Cause

In all cases of suspension or discharge or other disciplinary actions, the burden of proof of just cause shall rest with the University. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily.

33.05 Reinstatement for Unjust Discharge

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated to their former position, or one of equal salary range, without loss of seniority or benefits, and shall be compensated by the University for all time lost retroactive to the date of discharge or suspension.

33.06 Disciplinary Action/Employee Files

Any written censures, letters of reprimand and adverse reports shall be removed from the employee's file and destroyed by the employee concerned in the presence of both parties after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing any document from any file of an employee, the existence of which the employee was unaware at the time of filing.

Any employee wishing to have their Performance Appraisal removed from their employee file (and destroyed by the employee concerned) after the expiration of 24 months from the date it was issued, shall have such request honoured provided that similar negative comments made in the Appraisal have not been repeated.

33.07 Notice of Resignation from the University

If an employee resigns, a minimum of ten (10) working days' notice will be given in writing prior to the date of termination. In the event that ten (10) or more working days written notice is given, the employee will be entitled to their outstanding vacation entitlement. In the event that less than ten (10) working days written notice is given, the employee will be entitled to 4% of gross earnings less any actual vacation the employee has taken, unless that employee has served five (5) continuous years of employment with the University, in which case 6% of gross earnings less any actual vacation taken will be paid. Vacation entitlements banked from the previous year shall be paid at the employee's full rate. An employee may rescind their, in writing, without penalty up to three (3) working days after giving notice.

33.08 Vacation Entitlements

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination, except as provided in Articles 33.05 and 33.07.

Article 34 - Employment Security

34.01 General

No provision of Article 34 shall be construed so as to prevent any employee from changing their status (continuing, sessional, temporary, part-time or full-time), by applying for and receiving a posted vacancy.

34.02 Definitions

- (A) Layoff - An involuntary cessation of employment due to: lack of work; reduction in or discontinuation of a function or program; or a change **in the demands for services or programs which lead to a reduction** in the total number of employees required to operate the department.
- (B) Recall - the calling back of a laid-off employee to fill a vacant position within the bargaining unit.
- (C) Internal Placement - the placement of an employee whose position has been discontinued into another position:
 - 1. of the same classification (benchmark cluster, single benchmark or unique job), or
 - 2. a lower classification (benchmark cluster, single benchmark or unique job) for which the employee has the required qualifications.

34.03 Full-Time and Part-Time Employees

- (A) A part-time employee shall not be placed or recalled into a full-time position.
- (B) A full-time employee shall not be placed into a part-time position or recalled to a part-time position unless the employee has requested to be listed on the part-time employees' recall list.

34.04 Internal Placement and Recall - Continuing Employees

- (A) Notice
 - (i) Notice for Continuing Employees – notice of internal placement and layoff shall consist of one (1) month's written notice or pay in lieu, and shall not coincide with an employee's vacation. If notice coincides with an approved leave of absence, the following conditions apply:

Subject to Articles 30.06 (E) and 7.02, if notice is given during the period an employee is on any approved leave of absence, the employee's internal placement rights will normally be deferred until the date the

employee returns to work. However, if the employee notifies Human Resources in writing that the employee is prepared to begin the internal placement period during the leave of absence, the University will begin to send a copy of the job postings to the employee each week, and the internal placement period shall begin when the first job postings are received by the employee. The University will not send postings earlier than one (1) month before the date the employee is scheduled to return to work. In the case of an employee returning to work from WCB leave, the employee shall be temporarily placed in a position with no loss of pay until the notice period expires.

- (ii) Notice for Sessional Employees – at hire or recall, employees shall be assigned an end of session termination date that serves as complete and final notice of layoff. This notice may only be extended after agreement with the Union. The University may discontinue a position earlier by providing one (1) month’s written notice of internal placement and layoff. Internal placement may occur if a sessional position becomes available during the notice period. Notice shall not coincide with the employee’s vacation. In the event the University decides to discontinue a sessional position effective with the beginning of the following session, it shall inform the Union and the employee at the time the decision is made. One (1) month’s notice is required in the case of winter sessional positions or admissions sessional positions in Student Services.

(B) Internal Placement

- (i) During the period of notice, an employee may select internal placement into any vacancies occurring in their classification (benchmark cluster, single benchmark or unique job) for which the employee has the necessary qualifications. Sessional employees may only qualify for other sessional positions. In order to exercise their rights to these vacancies, the employee must notify the Human Resources Department in writing within seven (7) days of publication of the job posting of a position into which the employee wishes to be placed. After the seven (7) days have passed, the employee’s right to internal placement into these vacancies is forfeited. The following applies to Continuing employees only:

- (a) Employees have the right to refuse certain types of placements during the notice period if the employee provides written notification to the Human Resources Department in advance, which will not result in forfeiting seniority and recall rights. Acceptable notifications include:
 - Unwillingness to be placed in certain departments or Library divisions, or;
 - for part-time employees, unwillingness to accept placements with more than ten (10%) change in weekly hours from their current positions (for example, an employee who has been laid off from a

sixty (60%) position may notify the Human Resources Department that the employee will not be placed into a position that is either seventy (70%) part-time or less than fifty (50%) part-time.

A discontinued position is reinstated within one (1) year and the placed employee requests to be returned to that position, the request shall be granted and article 22.08 shall not apply.

- (ii) During the period of notice, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies deemed unsuitable within their classification (benchmark cluster, single benchmark or unique job). In these cases, the employee will not forfeit displacement (bumping), seniority or recall rights.

(C) Options following the Notice Period

Unplaced employees may select one of the following options at the end of the notice period by providing written notice to the Human Resources Department. If no option is selected, the default is to be placed on the recall list in accordance with option (iii) below. All three (3) options are available to employees whose classification (benchmark cluster, single benchmark or unique job) had no vacancies during the notice period, whereas displacement under option (i) is unavailable to employees who passed up a vacancy offered during the notice period. Selection of one (1) option precludes selection of any other. Nothing under this Article shall change an employee from Sessional to Continuing, or vice versa.

- (i) Displacing (bumping) the junior continuing employee in the classification (benchmark cluster, single benchmark or unique job)

The employee with the least amount of seniority in the classification (benchmark cluster, single benchmark or unique job) is laid-off and the employee selecting this option is placed in the resulting vacancy. If the employee who elected to displace (bump) the junior employee is unsuccessful in the placement according to the requirements of article 22.10 (B), then the employee will be provided layoff with recall rights for twelve (12) months in accordance with 34.04 (C) (iii) 2 through 13.

- (ii) Termination of employment with severance pay

The employee may choose to terminate employment with the University, forfeiting all seniority, and to receive severance pay in addition to the one month's notice already received as follows:

| Completed length of service | Additional Pay |
|-----------------------------|----------------|
| > 3 months > 1 year | 2 weeks |
| 1 year – 3 years | 3 weeks |
| 4 years | 4 weeks |
| 5 years | 5 weeks |
| 6 years | 6 weeks |
| 7 years | 7 weeks |

| | |
|------------|----------|
| 8 years | 8 weeks |
| 9 years | 9 weeks |
| 10 years | 10 weeks |
| 11 years | 11 weeks |
| > 12 years | 12 weeks |

- calculation of pay shall be based on the employee's average weekly wage in the last two (2) months worked, exclusive of any overtime pay.

(iii) Layoff with recall rights

For continuing employees, layoff with recall rights for twelve (12) months. For seasonal employees, recall only applies to Seasonal vacancies during the same next such session, with a total duration of recall not to exceed twelve (12) months. Both types of employees will be subject to the following conditions except where stated otherwise:

1. The University will give long-service employees who elect to be laid off additional notice or pay in lieu of notice as follows:

| Completed years of services | Additional notice |
|-----------------------------|-------------------|
| 5 | 1 week |
| 6 | 2 weeks |
| 7 | 3 weeks |
| 8 or more | 4 weeks |
2. At the time of layoff, employees may notify the Human Resources Department in writing of departments or Library divisions within which placements through recall will not be accepted or that temporary placements will not be accepted. A part-time employee being laid off may notify the Human Resources Department in writing, during the period of notice or recall, that the employee will not accept internal placement or recall to positions which have more than ten 10% greater or more than ten (10%) lesser hours per week than their current position. (For example, an employee who has been laid off from a sixty (60%) position may notify Human Resources that the employee will not accept recall to a position that is either more than seventy (70%) part-time or less than fifty (50%) part-time). In these cases, the Human Resources Department will not internally place or recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been placed into or recalled to them.
3. During the period of recall, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies deemed unsuitable within their classification (benchmark cluster, single benchmark or unique job). In these cases, the employee will not forfeit seniority or recall rights.
4. It is the responsibility of the employee on recall to keep the

Human Resources Department informed of their address, telephone number, and e-mail address.

5. The University will maintain recall lists for full-time and part-time employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) day of each month.
6. Laid-off employees shall be recalled from the recall list in order of seniority within classification (benchmark cluster, single benchmark or unique job), provided there is not a more senior employee on notice of internal placement.

At the beginning of their session, sessional employees shall be recalled on the basis of seniority if the employee has not accepted a continuing position that begins during that session. Eligible sessional employees shall be recalled to their original positions, providing the employee has sufficient seniority. In the event an employee's former position has been discontinued, the employee shall be recalled to another vacant position in the same classification (benchmark cluster, single benchmark or unique job). Sessional employees not recalled as a result of insufficient seniority shall remain on the recall list.

7. Notice of recall shall normally be made by telephone or email. If no contact is made, notice shall be made by registered mail to the last address of the employee known by the University. The Union shall be notified by telephone or e-mail of any recall.
8. Failure to acknowledge notice of recall within five (5) working days of recall or failure to report for work having been given at least ten (10) working days' notice will result in forfeiture of seniority and recall rights.
9. If telephone recall to a position of ten (10) working days or less duration is not successful, an external applicant may be hired. In such case, the Union shall be notified immediately by telephone or e-mail.
10. Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on recall or by any change in the rate for that classification (benchmark cluster, single benchmark or unique job).
11. Employees recalled to a position other than that which the employee held prior to layoff shall be subject to Article 22.08.
12. Following the recall interview, the department shall notify the recall candidate of its decision with ten (10) working days by telephone or e-mail. In the event the University is unable to notify the recall candidate within ten (10) working days, the University will provide the recall candidate and the Union an

update on the delay.

13. Employees who have been laid off may, in addition to being listed on the recall lists, submit their names in writing to the Human Resources Department for work on an irregular basis. A copy of each request shall be sent to the Union office within five (5) working days of receipt of such request. Notice shall not apply to employees working under this section due to the short duration of each job.

34.05 Internal Placement and Recall - Temporary Employees

(A) Notice

A temporary employee shall, at date of hire or recall, be assigned a termination date which is normally less than six (6) calendar months or less from date of hire or recall, except by mutual agreement of the parties or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. The termination date serves as notice of layoff and no other notice is required of the University. Temporary employees shall be laid off at termination date. However, when the position of a temporary employee is discontinued before the termination date, the University will give the temporary employee two (2) weeks notice or two weeks pay in lieu of notice, unless less than two (2) weeks remain in the appointment, in which case the employee will only receive notice up to the termination date.

(B) Recall

UBC Hiring Solutions shall maintain a roster of employees for temporary assignment. At the end of their assignment these temporary employees shall be returned to the roster for future assignment.

Employees who are hired directly by a department or unit other than Hiring Solutions are not eligible for recall to the Hiring Solutions roster

Article 35 - Grievance and Arbitration Procedure

35.01 Grievance Committee and Labour Committee

The University shall appoint and maintain a committee to be called the Labour Committee, one member of which shall be designated as Chairperson. The University shall, at all times, keep the Union informed of the individual membership of the Committee.

The Union shall maintain a Grievance Committee, comprising members of the local, one member of which shall be designated as Chairperson. The Union shall, at all times, keep the University informed as to the individual membership of the committee.

The Grievance Committee or its representative shall, as the occasion warrants, meet with the Labour Committee or its representative for the purpose of discussing and negotiating a settlement of any grievance arising between the University and an employee or any dispute arising between the University and the Union.

35.02 Definition of Grievance

For the purpose of this Agreement, grievance shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, whether between the University and any employee bound by this Agreement or between the University and the Union. Such question or difference shall be settled conclusively in the following manner, except that,

- (A) a grievance involving more than one employee within a department, or a vacation scheduling request, or a grievance arising out of Article 8.03 shall go directly to Step 2;
- (B) a policy grievance, a grievance involving harassment (9.04), a grievance of discharge or suspension, a grievance involving technological, automation and other changes (19), a grievance involving placement (22.10), a reclassification request, or a grievance involving more than one department shall go directly to Step 3.

35.03 Grievance Procedure

All grievances, except those which begin at Step 3, must be initiated within thirty (30) calendar days of occurrence of the action being grieved, or from first knowledge of grounds for a grievance.

- (A) **Step 1:**
An employee who has a grievance shall first go to their supervisor or designate. The employee must be accompanied or represented by their steward or other Union representative. The supervisor shall be given an opportunity to answer the complaint verbally.

Failing resolution, the grievor and their steward shall present the grievance to the supervisor in writing. After receipt of a written grievance the supervisor shall have five (5) working days in which to present their written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the five (5) working days following either receipt of the supervisor's reply or expiry of the above time limit, whichever comes first.

If the supervisor is the department head, Step 2 shall be omitted and the grievance with the supervisor's written reply shall proceed directly to Step 3.

- (B) **Step 2:**
Step 2 shall commence upon presentation of the grievance to the department head or designate. The department head shall meet with the grievor, the steward and the division steward (or other union representative) in an effort to resolve the grievance. Within five (5) working days after commencement of this step, the department head shall deliver their written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the ten (10) working days following either receipt of the department head's reply, or expiry of the above time limit, whichever comes first.
- (C) **Step 3:**
Upon notification of the University Labour Committee by the Union Grievance

Committee of its intention to proceed to Step 3, the parties will have thirty (30) calendar days in which to meet and attempt to resolve the grievance. Following this meeting, the University will have ten (10) working days to respond in writing to the grievance. From receipt of this University response, the Union will have ten (10) working days to signify in writing its intention to invoke the arbitration procedure as set out in Article 35.04.

- (D) **Absence from Work**
By arrangement with their supervisor, an employee shall be permitted the necessary time off without loss of pay and benefits to attend to the adjustment of a grievance and may be present at any step in the grievance or arbitration procedure if so requested by either party.

35.04 Arbitration

- (A) If arbitration was invoked in accordance with Step 3 of the Grievance Procedure, then the grieving party may refer the difference to arbitration for final and binding settlement. When such a referral is made, the parties will agree on a single arbitrator within five (5) working days after an unsuccessful discussion.
- (B) The parties shall make every effort to ensure the speedy dispatch of arbitration cases. Accordingly, the parties will, where appropriate, attempt to resolve their dispute through the expedited arbitration process outlined in Letter of Agreement – Expedited Arbitration.
- (C) The Arbitrator shall issue their award within thirty (30) working days of the conclusion of the hearing. If the arbitrator fails to deliver a decision within this time limit, the parties shall make an immediate joint request to the arbitrator for prompt delivery of a decision.
- (D) The Arbitrator shall conclusively settle the dispute, and their decision shall be binding on both parties.
- (E) Both parties to the Arbitration shall pay for all their own expenses and one-half (1/2) of the expenses of the Arbitrator.
- (F) The Arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

35.05 Time Limits

The time limits prescribed for the performance of any act in this Article may be extended by mutual consent of the parties and it is understood that all periods prescribed fall within the working week.

35.06 Previous Collective Agreements

All grievances which, at the date of signing of this Collective Agreement, are in process under the Grievance Procedure set out in a previous Collective Agreement, shall continue to be processed without interruption under the terms of said Grievance Procedure, with the understanding that such grievances continue to be grievances of alleged violations of such previous Collective Agreement.

University of British Columbia
Wage Rates CUPE 2950
Effective April 1, 2022

| | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | |
|-------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|
| Grade | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly |
| 1 | 16.94 | 2,575 | 30,900 | 23.00 | 3,496 | 41,952 | 23.30 | 3,542 | 42,504 | | | | | | |
| 2 | 24.51 | 3,726 | 44,712 | 24.80 | 3,770 | 45,240 | 25.13 | 3,819 | 45,828 | | | | | | |
| 3 | 24.93 | 3,789 | 45,468 | 25.24 | 3,837 | 46,044 | 25.57 | 3,887 | 46,644 | | | | | | |
| 4 | 25.36 | 3,855 | 46,260 | 25.70 | 3,906 | 46,872 | 25.99 | 3,951 | 47,412 | | | | | | |
| 5 | 25.81 | 3,923 | 47,076 | 26.13 | 3,972 | 47,664 | 26.45 | 4,021 | 48,252 | 26.79 | 4,072 | 48,864 | 27.12 | 4,122 | 49,464 |
| 6 | 26.62 | 4,046 | 48,552 | 26.95 | 4,097 | 49,164 | 27.30 | 4,149 | 49,788 | 27.65 | 4,203 | 50,436 | 27.98 | 4,253 | 51,036 |
| 7 | 27.49 | 4,178 | 50,136 | 27.84 | 4,231 | 50,772 | 28.18 | 4,283 | 51,396 | 28.53 | 4,336 | 52,032 | 28.88 | 4,390 | 52,680 |
| 8 | 28.36 | 4,310 | 51,720 | 28.71 | 4,364 | 52,368 | 29.07 | 4,418 | 53,016 | 29.92 | 4,548 | 54,576 | 30.53 | 4,640 | 55,680 |
| 9 | 29.68 | 4,511 | 54,132 | 30.03 | 4,564 | 54,768 | 30.41 | 4,623 | 55,476 | 31.76 | 4,828 | 57,936 | 33.10 | 5,031 | 60,372 |
| 10 | 31.03 | 4,717 | 56,604 | 31.43 | 4,778 | 57,336 | 31.82 | 4,837 | 58,044 | 33.73 | 5,127 | 61,524 | 35.89 | 5,455 | 65,460 |

University of British Columbia
Wage Rates CUPE 2950
Effective April 1, 2023

| Grade | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | |
|----------------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|--------|---------|--------|
| | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly | Hourly | Monthly | Yearly |
| 1(H.S.) | 18.35 | 2,789 | 33,468 | 24.82 | 3,773 | 45,276 | 25.14 | 3,822 | 45,864 | | | | | | |
| 1 | 18.62 | 2,830 | 33,960 | 24.82 | 3,773 | 45,276 | 25.14 | 3,822 | 45,864 | | | | | | |
| 2 | 26.43 | 4,018 | 48,216 | 26.74 | 4,065 | 48,780 | 27.09 | 4,117 | 49,404 | | | | | | |
| 3 | 26.88 | 4,085 | 49,020 | 27.22 | 4,137 | 49,644 | 27.57 | 4,190 | 50,280 | | | | | | |
| 4 | 27.34 | 4,156 | 49,872 | 27.70 | 4,210 | 50,520 | 28.01 | 4,258 | 51,096 | | | | | | |
| 5 | 27.55 | 4,188 | 50,256 | 27.89 | 4,240 | 50,880 | 28.24 | 4,292 | 51,504 | 28.60 | 4,347 | 52,164 | 28.95 | 4,400 | 52,800 |
| 6 | 28.41 | 4,319 | 51,828 | 28.78 | 4,374 | 52,488 | 29.14 | 4,429 | 53,148 | 29.52 | 4,487 | 53,844 | 29.87 | 4,540 | 54,480 |
| 7 | 29.34 | 4,460 | 53,520 | 29.72 | 4,517 | 54,204 | 30.08 | 4,572 | 54,864 | 30.45 | 4,629 | 55,548 | 30.83 | 4,686 | 56,232 |
| 8 | 30.27 | 4,601 | 55,212 | 30.65 | 4,659 | 55,908 | 31.03 | 4,716 | 56,592 | 31.94 | 4,855 | 58,260 | 32.59 | 4,953 | 59,436 |
| 9 | 31.68 | 4,815 | 57,780 | 32.05 | 4,872 | 58,464 | 32.47 | 4,935 | 59,220 | 33.91 | 5,154 | 61,848 | 35.34 | 5,371 | 64,452 |
| 10 | 33.13 | 5,035 | 60,420 | 33.56 | 5,101 | 61,212 | 33.97 | 5,163 | 61,956 | 36.01 | 5,473 | 65,676 | 38.31 | 5,823 | 69,876 |

Note: H.S. = Hiring Solutions Placeholder

Refer to LOA #10 Re: COLA for 2024 wage rates

36.02 Increment Policy (Previously 36.06)

Employees who are hired or promoted on or after July 1, 1986 will be paid incremental increases upon the first calendar day following the employee's anniversary date.

(It is understood that hourly rates shall be 1/152 of monthly rates.)

36.03 Direct Deposit

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

ERRORS AND OMISSIONS EXCEPTED

Article 37 - Chan Centre

The Parties have reached the following understandings with respect to the Chan Centre:

1. Clerical including Programming Coordinator, Academic Productions, Theatre and Music, works and services at the Chan Centre falls within the scope of CUPE Local 2950's jurisdiction and is covered by the collective agreement between this Local and the University.
2. Custodial, Maintenance, Trades, Parking and Security, Theatre Film and Creative Writing Cinema use and services at the Chan Centre fall within the jurisdiction of CUPE Local 116 and are covered by the collective agreement between this Local and the University.
3. For a period from April 1, 2019 to March 31, 2022, the parties agree that the following Provisions, Terms, and Conditions will apply to any other works and services at the Chan Centre. Such agreement is on a "without precedent" basis, and "without prejudice" to the interpretation, application, or administration of the respective collective agreements, or any Rights of the Parties in negotiations.
 - (a) Members of either CUPE Local 116 or 2950 whose regular position at the University is based outside of the Chan Centre, shall, when assigned work at the Chan Centre be fully covered by all terms and conditions of their respective collective agreements except as otherwise expressly provided for in Letters of Understanding between the respective Local, the University and the employee(s) concerned.
 - (b) Mutually agreed Job Descriptions and Rates of Pay shall be established for specific Regular and On-Call positions for works and services at the Chan Centre not covered in items 1 & 2, such rates to increase at the same time and by the same percentage as rates in the CUPE Local 2950 agreement. These job descriptions and rates are reflected in the Chan Centre Component.
 - (c) The Chan Centre Component shall set out the terms and conditions of employment of employees hired for the positions noted in section (b) Where provisions of the CUPE Local 2950 collective agreement are referenced they shall apply in the same way they apply to all other employees covered by that agreement. Where a provision of the CUPE Local 2950 collective agreement is not referenced, it shall not apply.
 - (d) Where there are University employees on lay-off qualified and capable of performing the work noted in section (b) the employee shall receive preference in accordance with the relevant seniority provisions of CUPE Local 2950 for such work once the employee has indicated their interest in writing to the University and the Union and satisfied the parties the employee is qualified. The foregoing may be done prior to, during or following notice of lay off.

- (e) The Chan Centre shall provide a monthly report to Human Resources and each of the locals by the 15th of the following month showing the names and hours worked in each of the classifications covered by section (b).
- (f) The Chan Centre shall, whenever possible, advise the Union as far in advance as possible of any production or event where work falling within the scope of section (b) would normally be shared with employees of the production/event. Where advance notice is not possible the Union shall be notified as soon as reasonably possible. The Union agrees it will not object to the sharing of such work. In any other circumstances, if the Union has an objection, it shall be dealt with in accordance with the provisions of item (g).
- (g) Where one or more of the Parties has a concern regarding the interpretation, application, or administration of this article including an objection pursuant to section (f), that party shall notify the designated representative(s) of the other parties in writing. Such notice shall set out the concern or objection and resolution sought. Parties receiving such notice shall reply in writing within five (5) working days indicating their position. Where none of the parties concerned object to the resolution, it shall be confirmed in writing. Where the resolution is not acceptable, a meeting shall be held within a further ten (10) working days to resolve the matter. If the matter is not resolved at the meeting or where mutually agreed at some later time, it shall be referred to a Placement Umpire who shall act as an umpire with the sole jurisdiction to expeditiously resolve the matter.
- (h) In recognition of our mutual interest in the success of the Chan Centre and successful Productions and Events, it is understood and agreed between the Parties that any disputes, including jurisdictional disputes shall be referred to the process set out in section (g). In the meantime employees will follow Management directives on the understanding that redress or remedies is fully within the jurisdiction of the Umpire.

Article 38 - Duration of The Collective Agreement

38.01

This Agreement shall be in force effective from April 01, 2022 until March 31, 2025.

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of the Agreement, by written notice, require the other party to commence collective bargaining. Failing agreement by March 31, 2025 this agreement will continue in force until:

- (A) commencement of a strike by the Union or a lockout by the University, as defined in the Labour Code of British Columbia, or
- (B) a new agreement is reached.

IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this **March 9, 2023**.

**ON BEHALF OF THE
UNIVERSITY OF
BRITISH COLUMBIA**

**ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 2950**

**‘Deborah Buszard’
Interim President and Vice-Chancellor
of the University of British Columbia**

**‘Chloe Martin-Cabanne’
President**

**‘Marcia Buchholz’
Vice-President
Human Resources**

**‘Adam Huizinga’
2nd Vice-President
Contract Committee Chair**

**‘Sabriena Aujla’
Senior Employee Relations Manager
Human Resources**

Letter of Agreement, Letters of Understanding and Appendices

LETTER OF UNDERSTANDING #1

Re: Article 5.05 - Contracting Out

Attached hereto is a protocol which establishes a consultation and umpire process to discuss and adjudicate matters arising within the frame of Article 5.05 (Contracting Out) of the collective agreement. However, in addition to the attached protocol, and apart from it, the parties agree to the following:

1. During the term of the collective agreement, the parties will constitute a senior joint committee to discuss in good faith their respective concerns regarding contracting out, and to make every reasonable and timely effort to constructively address those concerns. The umpire, acting in their capacity as Special Mediator, shall facilitate discussions between the parties regarding issues of mutual concern and/or issues consistent with the goal of improving labour management relations.
2. Notwithstanding the attached protocol, and irrespective of Article 5.05, 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 has 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 relations of 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 and may include hearings by conference telephone call.

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 on a date which shall be established by the committee following the University's written notification of intent to contract out or upon request by the Union. After one (1) year, or sooner if by agreement between the University and the Union, the committee shall determine the need for regularly scheduled meetings in addition to these.

3. Not less than five (5) working days prior to each committee meeting, the University shall deliver to the Union in writing, by fax, e-mail or courier, its notice and pertinent information about work or services which it intends to contract out.
4. Not less than two (2) working days prior to each committee meeting, the Union shall deliver to the University and the members of the contracting out committee in writing, by fax, e-mail or courier, its request for information about matters requiring the committee's attention. The co-chairs of the committee shall then confirm with each other the upcoming agenda.
5. All pertinent information will be submitted to the committee no later than the start of the scheduled meeting, unless, in the course of the discussion, the University and Union agree that additional information is reasonably necessary for further but still timely discussion.
6. The committee shall use its best and most timely 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.

7. 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 this letter of agreement. 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 allegations, the matter will be discussed by the committee under paragraph 5 of this protocol prior to being referred to the umpire under this paragraph.

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 by both parties.

Dated this 6th day of December, 2022

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF UNDERSTANDING #2

Re: Article 13.01 – Inclement Weather

Where severe snow conditions require decisions regarding staffing levels, the following procedures will apply:

Notification procedures shall be established by each department which will include contingency plans in the event phone services are disrupted and/or recorded phone messages cannot be accessed. The department head will be responsible for establishing the content of the notification.

The notification will include whether there is a curtailment of non-vital services and/or the cancellation of classes. In the event of such curtailment and/or cancellation, it will include what operationally vital services will be continued and require the presence of predesignated operationally vital employees. In addition to persons predesignated, the department head may identify additional positions/functions based on operational requirements at the time of the snow (for example, exams and special conferences).

In deciding as to whether or not a curtailment or cancellation will affect any department, the department will base its decision on the following:

- the President’s (or delegates’) decision about the cancellation of classes and/or the curtailment of non-vital services
- the operational requirements of the department
- the safety of employees travelling to and from work and at work
- what other departments are doing
- availability of public transportation.

If an employee is scheduled to work and the department determines that the work is not required as a result of the curtailment or cancellation, there will be no reduction in pay.

Dated this 8th day of February, 2023

**‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)**

**‘Chloe Martin-Cabanne’
President
(for the Union)**

LETTER OF UNDERSTANDING #3

Re: Article 30.07 - Maternity Leave

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 30.07(C) (5).
2. Plan B is a Supplemental Employment Benefit (SEB) as described herein. The object of the SEB Plan is to supplement Employment Insurance (EI) benefits during a period of unemployment due to pregnancy.
3. The benefit level paid under Plan B is 95% of the employee's regular weekly earnings; the University will pay the difference between 95% of the employee's regular weekly 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 95% of the employee's regular weekly earnings.
4. During the maternity leave, the SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.
5. Employees must prove that the employee has applied for and is 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 EI cheque stubs.
6. Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
7. 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.
8. Any period of leave of absence beyond the periods specified in (4) above shall be without pay, and the employee shall be responsible for the prepayment of their share of benefit plan premiums/contributions in accordance with Articles 30.01(D) and 30.07(C) (2).
9. Upon return to work after maternity leave and, where applicable, any additional leave of absence without pay, and where the employee has opted for Plan B, the University will pay to the employee 5% of their monthly salary for the **statutory waiting period** and for the period of time Employment Insurance benefits were received.
10. Notwithstanding the provisions of Article 1.01, 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 Agreement) 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 maternity leave and, where applicable, any additional leave of absence without pay.
- (B) The employee shall agree to repay the University the gross benefit paid to the employee during the **statutory waiting period** of the maternity leave and the gross benefit difference which was paid to the employee for balance of the maternity, including the employee's share of the benefit plan premiums/contributions which were deducted during the maternity leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.

- 11. If the employee refuses to make an agreement under (10) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Plan A shall apply.

Dated this 16th day of December, 2022

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

MATERNITY LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH THE LETTER OF UNDERSTANDING – ARTICLE 30.07 - MATERNITY LEAVE:

I _____ after consulting with a Union representative or shop steward and having full
(Employee name, please print)

understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave salary differential be paid to me during my leave of absence and the remaining 5% of my maternity leave salary differential be paid to me upon my return to work, rather than after completing six (6) months service following my leave of absence, and I agree to return to work and remain at work for a minimum of six (6) months. If I return on a part-time basis, I am obligated to fulfill the full-time equivalent (“FTE”) of 6 months’ work in order to retain the SEB payments I received. Should I fail to return to work, or having returned to work should I fail to complete six (6) months of service (or the FTE in the case of part-time work), or if I resign, or if I am dismissed for just cause within six (6) months of my return to work, or having returned to part-time work I am dismissed for just cause before I complete the FTE of 6 months’ work, I agree to repay the University the full amount of SEB received, 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 will 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.

Employee Signature)

Date

The University of British Columbia

CUPE Local 2950 Representative*

*This signature implies no liability on the part of the Canadian Union of Public Employees, its local union 2950, or the individual union representative.

LETTER OF UNDERSTANDING #4

Re: Article 35 - Expedited Arbitration

On a trial basis, for the term of the collective agreement, the parties agree to the following letter of agreement:

1. The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
5. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
6. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
8. The parties shall equally share the costs of the fees and expenses of the arbitrator.
9. The expedited arbitrators, who shall act as the sole arbitrator, shall be selected from the roster of agreed upon arbitrators. If availability is an issue the parties may agree upon another expedited arbitrator within five (5) working days.
10. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 35.04, except for Article 35.04 (A), (B) and (C).
11. 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.
12. The parties agree that all disputes arising under the Job Evaluation System shall be referred to expedited arbitration.

Dated this 8th day of December, 2022

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF UNDERSTANDING #5

Re: Bargaining Unit Jurisdiction Dispute Resolution Process

The Union may challenge any proposed new M&P positions or reposted M&P positions, whether or not the reposting involves a change in job duties. In addition, the Union may challenge from this day forward any new non-bargaining unit positions to determine whether the said new or reposted positions are properly included or excluded from the bargaining unit. It is understood that the process described in this document is intended as a summary process for the resolution of jurisdiction issues in the context of the Union's existing bargaining agency; it is not intended as a process for the resolution of disputes about the general contours of the Union's bargaining agency.

M&P positions created from January 1998 to April 25, 2005 are not material evidence of the jurisdiction of the bargaining unit.

Without limiting the generality of the foregoing, the M&P status of the said post 1998 to 2005 positions shall not prejudice any argument the Union may advance to the effect that relevantly similar positions are properly included in the bargaining unit.

Process:

1. Where the University reclassifies an existing bargaining unit position to another employee group, it shall notify the Union. The University shall also provide the Union a copy of the relevant position description and organizational chart.
2. If the Union elects to dispute the University's decision to exclude a position from this bargaining unit, it shall notify the University in writing within ten (10) working days of receiving notice of reclassification or ten (10) working days of the disputed position being posted or reposted.
3. Following receipt of the notification of the Union's dispute, the parties shall meet within ten (10) working days and attempt, in good faith, to reach agreement. Prior to the meeting, the Union will provide the employer with reasons for the challenge.
4. All discussions shall be without prejudice. If agreement is reached, it shall be committed to writing and signed by the parties. Any agreement so executed shall be final and binding.
5. If the parties cannot agree, all outstanding matters shall be referred forthwith to the Jurisdiction Umpire whose decision shall be final and binding.

It is the aim of this provision that a challenge referred to the Umpire shall be heard and decided promptly.

Accordingly, the Umpire shall establish his/her own procedure which in any instance, may include hearings by conference telephone call, submissions by fax or any other procedure deemed appropriate by the Umpire.

6. In reaching a decision, the Umpire shall refer to the following documents:
 - a) The Union's certification;
 - b) The Collective Agreement;
 - c) The applicable provisions of the Labour Relations Code and the decisions of the Labour Relations Board pursuant thereto;
 - d) Applicable arbitral jurisprudence
 - e) The appropriate communities of interest, including the practices of the Parties, and the relationship between the core duties and qualifications of the disputed position and existing positions within the bargaining unit and existing positions outside of the bargaining unit.
7. Notwithstanding Article 35 of the Collective Agreement (Grievance and Arbitration Procedure), the Umpire shall have exclusive jurisdiction to interpret and apply the provisions of the April 25, 2005 award and all appendices.
8. Fees and expenses shall be shared by the parties.
9. This agreement shall continue in force during the term of the collective agreement and may thereafter be renewed by agreement of the parties.

If any discrepancy exists between the interpretation or application of this Letter of Agreement and Don Munroe's award dated April 25, 2005, the award shall apply.

Dated this 8th day of December, 2022

'Sabriena Auja'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF UNDERSTANDING #6

Re: Article 22.01 & 22.07 - Job Postings & Temporary Transfer and Promotions

The parties agree to allow a department to request and accept a temporary transfer and/or promotion of a UBC Hiring Solutions employees to fill a vacancy resulting from a recognized Leave of Absence, including Maternity Leave, Parental Leave or Adoption Leave. The temporary transfer and promotion (from their base rate) is agreeable, provided the following occurs:

1. UBC Hiring Solutions has a candidate on its roster that it deems suitable for the temporary transfer and promotion;
2. The candidate employee accepts the temporary transfer and promotion;
3. If the candidate employee accepting the temporary transfer and promotion has yet to complete their probationary period of 66 days worked, the employee may commence the assignment as a UBC Hiring Solutions employee and upon successful completion of the probation period be temporary transferred and promoted to the position;
4. At the end of the temporary transfer and promotion, the employee shall be returned to the UBC Hiring Solutions roster and be placed in their former position (Base rate of HR Admin Clerk 1); and,
5. The employee's seniority shall accrue during the temporary transfer and promotion.

Either party may serve the other party sixty (60) days' notice to end this Letter of Understanding. If such notice is served, the application of articles 22.01 and 22.07 would revert back to the practice in place prior to the signing of this LOU.

Dated this 6th day of February, 2023

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF UNDERSTANDING #7

Re: Article 30.09 - Paid Leave (Between boxing Day and New Year's Day)

UBC Hiring Solutions employees who are normally eligible for benefits will be eligible for the three days leave of absence with pay as follows;

1. The employee has completed their probation on or before the first of December;
2. The employee has worked on at least 15 of the 30 days before Christmas Day, and is in an assignment which continues to Christmas Day, and resumes again on the day following New Year's Day. This includes any concurrent assignments without a break in service that achieve the same service continuity. For clarity, this includes an assignment that ends December 24, and a concurrent assignment that begin on the first workday following New Year's Day;
3. The three days leave of absence with pay benefit will be paid at the employee's base rate (HR Admin Clerk 1, or as otherwise set), as opposed to the rate of their current assignment; and,
4. If a department requests of UBC Hiring Solutions to assign a UBC Hiring Solutions employee to work during the three days between Boxing Day and New Year's Day for operational reasons, the employee in that assignment will be given the option to accept working on the assignment and receive the rate of pay for the assigned work in addition to their base rate pay for the three days, or decline the offer and take the three days off at their base rate. If the employee declines, UBC Hiring Solutions will offer the assignment to another UBC Hiring Solutions employee on the same condition.

Dated this 9th day of March, 2023

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF UNDERSTANDING #8

Re: Roster of Arbitrators and Umpires

The parties agree that the following Arbitrators and Umpires shall be relied upon to adjudicate disputes that may arise between parties within the context of:

- Article 5.05 (Contracting Out)
- Article 19 (Placement)
- Article 22.10 (Placement)
- Article 31.08 (Reclassification)
- Article 35 (Grievance and Arbitration)
- Bargaining Unit Jurisdiction Disputes

Arbitrators and Umpires:

- Corinn Bell
- Ken Saunders
- Julie Nicholas
- **Koml Kandola**
- **Jessica Gregory**

Dated this 16th day of December, 2022

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF UNDERSTANDING #9
Re: Conferences & Accommodations

Conferences and Accommodations provides summer accommodation, meeting room rentals and conference support to internal and external groups, and also operates campus hotel suites on a year-round basis. The parties agree that the following terms and conditions of employment shall apply to hourly employees in Conferences and Accommodations (“Conferences & Accommodations Employees”):

- (a) Conferences & Accommodations hourly employee shall receive all the rights and privileges of the collective agreement, except that the following provisions will not apply:
 - (1) Article 28.01 (c)
 - (2) Article 28.05 (c)
- (b) The “standard work week” for Conferences and Accommodations hourly employees shall mean a five (5) day work week, seven (7) working hours per day.
- (c) Shift schedules must be posted no less than one (1) week in advance.
- (d) There will be a minimum of ten (10) consecutive hours off duty between the completion of one (1) work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned.
- (e) The employer will notify an employee of a shift change no later than twenty-four (24) hours prior to the assigned shift. In the event that a shift is changed with less than twenty-four (24) hours’ notice and results in a shift or shorter duration than was originally scheduled, the employee shall be paid based on the original scheduled shift.
- (f) The employer will notify an employee of a shift cancellation no later than forty-eight (48) hours prior to the assigned shift. Every reasonable effort shall be made to reschedule the employee for additional hours subject to seniority and the employee’s availability. In the event that a shift is cancelled with less than forty-eight (48) hours’ notice, the employee will be paid for the cancelled shift.

Dated this 18th day of January, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF UNDERSTANDING #10

Re: LOA – Opportunities for Underrepresented Groups

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

The purpose of the working group is to:

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

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

Dated this 19th day of January, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF UNDERSTANDING #11

Re: 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), and such error has been made in good faith, the University shall be entitled to recover any overpayment, provided the error has been reported by the employee, that the University confirms the amount(s) owing to the employee; or, where the University discovers the error that a detailed breakdown of the error is given by the University to the affected employee as soon as practicable, under the following conditions:

1. Unless the employee proposes an alternative payment plan, the installment amounts will be made by payroll deduction on the following basis:
 - a. For employees earning less than one thousand dollars (\$1000.00) per pay period, the maximum amount deducted per pay period shall be twenty-five dollars (\$25.00);
 - b. For employees earning more than one thousand dollars (\$1000.00) per pay period but less than two thousand dollars (\$2000.00) per pay period, the maximum amount deducted per pay period shall be fifty dollars (\$50.00);
 - c. For employees earning more than two thousand dollars (\$2000.00) per pay period but less than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be seventy-five dollars (\$75.00);
 - d. For employees earning more than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be one hundred dollars (\$100.00).
2. 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.
3. When an employee disputes that an overpayment occurred, or the amount owing, recovery shall not be made under this letter.
4. Any grievance filed related to this Letter of Understanding will be heard at Step 3 and referred to Expedited Arbitration.
5. In the event the employee retires from, or leaves the employment of the University before the University is able to fully recover an overpayment, the University shall be entitled to make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.

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

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

Dated this 8th day of March, 2023

**'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)**

**'Chloe Martin-Cabanne'
President
(for the Union)**

LETTER OF AGREEMENT #1

Re: 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 Pay Grade 1-4. This Letter of Agreement does not affect or amend Article 31 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

Non-Hiring Solutions employees at pay grade 1 step 1 will receive a further \$0.25/hr effective April 1, 2023 and \$0.25/hr effective April 1, 2024.

Dated this 9th day of March, 2023.

**‘Sabriena Auja’
Senior Employee Relations Manager
(for the University)**

**‘Chloe Martin-Cabanne’
President
(for the Union)**

LETTER OF AGREEMENT #2

Re: Group Benefit Plan

The University will explore benefit levels for CUPE Local 2950 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 2950 as part of the review process.

Dated this 9th day of February, 2023

‘Sabriena Auja’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF AGREEMENT #3

Re: Article 7.03 – Short Term Leave of Absence

The parties agree that the University will continue with the current practice of payment with respect to employees on a short term leave of absence for Union business. Employees who are granted a short term leave of absence (LOA) without pay in accordance with Article 7.03 will continue to receive pay from the University for the duration of the LOA and the Union will reimburse the University for the salary and benefit costs for the LOA upon receipt of invoice.

In the event the University intends to change the current practice, thirty (30) days' notice of such change will be provided to the Union.

Dated this 19th day of January, 2023

'Sabriena Auja'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF AGREEMENT #4

Re: Article 26.02 – List of Statutory Holidays

Where the day designated by the Provincial Government differs from that set by the Federal government for Truth and Reconciliation Day, the provincially designated date shall be recognized with no additional day off or pay on the federally designated day.

In the event that a different day is chosen for Truth and Reconciliation Day by the Provincial Government, the Parties agree that Article 26.02 shall be amended to refer to the Provincial day and exclude the Federal day for Truth and Reconciliation.

Dated this 18th day of January, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF AGREEMENT #5

Re: Article 31 – Job Evaluation

The CUPE 2950 Job Evaluation System was implemented in 2008. It utilizes a benchmark classification system with an underlying point factor plan to classify jobs. There has not been a comprehensive review by the Parties of the system since implementation.

The University and the Union (the “Parties”) agree that:

1. **There is a mutual interest to review the current CUPE 2950 Job Evaluation system used for salary band placement/pay grades of positions (the “Review”).**
2. **Within one hundred and twenty (120) days of ratifying the Collective Agreement, the Parties agree to form a Joint Job Evaluation Review Committee (the “Committee”) to conduct the Review.**
3. **Each party will name two (2) representatives who will be tasked to conduct the Review. Wherever possible the named members of the Committee shall remain consistent for the period of the Review.**
4. **Each party may designate an advisor to assist the Committee with any stage of the Review.**
5. **Within one hundred and twenty (120) days of striking the Committee, the Committee shall draft Terms of Reference for approval by the Parties.**
6. **Upon completion of the Review, the Committee shall produce a report for the Parties. If the recommendations of the Committee are approved by both Parties, the said recommendations shall be discussed and incorporated into any new collective agreement to reflect the agreement of the Parties. Implementation of changes to any part of the system shall be negotiated and ratified by the Parties.**

Dated this 9th day of March, 2023

**‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)**

**‘Chloe Martin-Cabanne’
President
(for the Union)**

LETTER OF AGREEMENT #6

Re: Personal Spending Account

The Personal Spending Account is a taxable benefit that provides additional health and wellbeing options beyond traditional benefits coverage.

The parties agree to provide a Personal Spending Account available to CUPE 2950 members of one hundred and twenty-five dollars (\$125) per year per eligible employee effective January 1, 2024.

Dated this 9th day of March, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF AGREEMENT #7

Re: Health Spending Account

The parties agree that the current Health Spending Account available to CUPE 2950 members shall increase to three hundred and seventy-five dollars (\$375) per year per eligible employee effective January 1, 2024.

Dated this 9th day of March, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

LETTER OF AGREEMENT #8

Re: Sustainable Transportation Program

The parties agree to extend the Sustainable Transportation Program to members of CUPE 2950.

The 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:

- a. Eligibility criteria will be for the following Employees and/or pay grades by priority:
 - i. The lowest 3 Pay Grades
 - ii. The mid 3 Pay Grades
 - iii. The remaining Pay Grades
- b. 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.
- c. Single occupancy vehicles and single occupancy car share services shall not be considered.
- d. The Committee shall consider administrative efficiency and current Sustainable Transportation Programs as a criterion in the development of the pilot project.
- e. 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.
- f. The University shall provide \$75,000 per year in funding for the pilot project effective April 1, 2023.

Dated this 9th day of March, 2023

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

LETTER OF AGREEMENT #9

Re: Pension Plan

The parties agree to extend eligibility for the Pension Plan to part-time hourly and Chan Centre hourly employees who meet the eligibility requirements of the Plan effective September 1, 2023.

An employee on qualifying for mandatory enrolment in basic life insurance shall, as a term of employment, become a member of the Pension Plan.

Hiring Solutions employees remain ineligible for the Pension Plan.

Dated this 9th day of March, 2023

**‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)**

**‘Chloe Martin-Cabanne’
President
(for the Union)**

LETTER OF AGREEMENT #10

Re: Cost of Living Adjustments

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

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

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

Dated this 9th day of March, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)

Chan Centre for the Performing Arts Component

Article 1 - General Purpose

1.01 Purpose of Chan Centre Component

The purpose of Chan Centre Component is to set forth the terms and conditions and is applicable to employees of the University of British Columbia at the Chan Centre for the Performing Arts in the following new classifications: Front of House Attendant, Ticket Seller, Front of House Captain 1, Front of House Captain 2, Ticket Captain, Ticket Office Supervisor, Head Concessions Captain, Stage Technician, Assistant Head Technician, Events and Front of House Coordinator, Assistant Front of House Coordinator, Head Technician, Ticket Coordinator, Audio Visual Coordinator, Stage Coordinator, Assistant Technical Director.

Article 2 - Recognition

2.01 Union Recognition

Recognition of CUPE Local 2950 as the sole bargaining authority for the Front of House, Production, and Ticket Office employees covered by this component is subject to the provisions of Article 37 and without prejudice to any position the parties may wish to take at the end of the agreement set out therein.

Article 3 - Definitions

3.01 Employee

An employee for the purpose of this component shall mean a person employed by the University to work at the Chan Centre in a front of house or production, or ticket office classification as set out herein. Clerical and Office staff are covered by the CUPE 2950 Collective Agreement.

3.02 Regular Employees

“Regular Employee” shall mean an employee, either full-time or part-time, who occupies a regularly constituted year round position. A Regular employee will be paid based on a monthly salary.

3.03 On-Call Employees

On-Call employees shall mean an employee working on a job which will not continue as a regularly constituted position. An On-Call employee will be paid based on an hourly rate.

3.04 Students

The term student assistant shall mean any student who is enrolled at the University and works no more than ten (10) scheduled hours in any one week in the Ticket Seller and Stage Technician classifications. Such students are outside the certification.

Any students who work more than ten (10) hours in any one week must be full time students and fall in the certification. Upon request from the Union the University will endeavor to provide verification of full-time status of the student. Student workers performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate as outlined in this agreement.

Full time students employed by the Chan Centre shall be, in accordance with the Chan Centre policy, given preference in work assignments over other, non-student, Chan roster members. This preference shall extend for a maximum of twelve (12) academic sessions. At the end of each student's preferential eligibility the student shall be placed on the regular Chan Centre roster based on the number of hours worked.

It is understood and agreed that student workers shall not be used to displace members of the bargaining unit, nor be used to achieve attrition of the bargaining unit. This shall not be construed as a staffing guarantee.

Article 4 - Probation

4.01 Probationary Employee

A probationary employee shall mean a new employee serving a trial period to determine suitability. For On-Call employees the probationary period shall be sixty-five (65) days worked or two (2) years from the first day of work, whichever comes first. For Regular employees the probationary period shall be three (3) calendar months. The probationary period may be extended by mutual agreement of the University and the Union. After completion of the probation period seniority for On-Call employees shall be established in accordance with Article 37.

Article 5 - Union Security

5.01 Union Shop

All employees covered by this component shall become members of the Union and shall have the applicable Union Fees, Dues, or assessments deducted and remitted to the Union.

5.02 New Employees

As a condition of employment all new employees shall become members of the Union upon employment and, where applicable, shall be added to the respective roster.

5.03 Notification by the University

The University shall notify the Union within 5 working days of any hiring, firing, transfers or other staff changes affecting employees of the Chan Centre. Employees who have not worked

a shift in twelve consecutive Calendar months shall be removed from the roster and provided notification.

Additions to the rosters shall be limited to the number of employees that are necessary to meet operational requirements.

5.05 Contracting Out

Where the Chan Centre has a requirement for staffing and such are not available from the roster or provided by the Production/Event company, the parties agree to meet and discuss the appropriateness of contracting out. If required, the matter will be referred to the Umpire as provided in Article 35.

5.06 Bargaining Unit Work

Persons not employed in the bargaining unit shall not do the work of employees within the bargaining unit except when mutually agreed between the University and the Union. It is recognized, however, that both bargaining unit and non-bargaining unit employees may perform the same tasks with respect to the Stage Technician classification (i.e. setting up lighting equipment, operating the various control consoles, etc.) in meeting their respective responsibilities up to an average of twenty-five percent (25%) of their time.

5.07 Temporary Work

The following may carry out Temporary Bargaining Unit Work assignments at the Chan Centre:

- (a) Employees as referenced in the Chan Centre Component.
- (b) Continuing, hourly or staff employees of the respective bargaining units.

Article 6 - Check Off

The provisions of Article 6 in the CUPE Local 2950 agreement shall apply.

Article 7 - Union Activity

The provisions of Article 7 in the CUPE Local 2950 agreement shall apply except as follows.

7.01 One Hour Explanation (replacing Articles 7.04)

The University agrees that up to two (2) Union representatives shall be allowed one (1) hour to meet and discuss the function of the Union with all new employees. This meeting shall take place approximately every three (3) months and shall be scheduled in conjunction with scheduled work call. Space for the meeting will be made available in the Chan Centre. In the case where there are no new employees available for the meeting, the meeting shall be, by mutual agreement between the University and the Union, rescheduled for that three (3) month period.

Article 8 - Stewards

The provisions of Article 8 in the CUPE Local 2950 agreement shall apply.

Article 9 - Human Rights and Respectful Environment

The provisions of Article 9 in the CUPE Local 2950 agreement shall apply.

Article 10 – Union Meetings

The provisions of Article 10 in the CUPE Local 2950 agreement shall apply.

Article 11 - Management Rights

The provisions of Article 11 in the CUPE Local 2950 agreement shall apply.

Article 13 - General

Provisions of Article 13 in the CUPE Local 2950 agreement shall apply to employees.

13.01 Staff Rooms and Facilities

The parties agree that over the term of the **collective agreement** every reasonable effort will be made to address Staff Room and Facilities issues.

Article 15 – The Union Label

The provisions of Article 15 in the CUPE Local 2950 agreement shall apply.

Article 17 - Picket Lines

The provisions of Article 17 in the CUPE Local 2950 agreement shall apply.

Article 18 - Bulletin Boards

The provisions of Article 18 in the CUPE Local 2950 agreement shall apply.

Article 19 - Technological and Other Changes

The provisions of Article 19 in the CUPE Local 2950 agreement shall apply.

Article 20 - Training

The provisions of Article 20 in the CUPE Local 2950 agreement shall apply.

Article 21 - Personal Study Benefits

The provisions of Article 21 in the CUPE Local 2950 agreement shall apply.

Article 22 - Promotion, Transfer, Job Postings and Selection

The provisions of Article 22 in the CUPE Local 2950 agreement shall apply.

22.01 Roster Call Ins

Employees will be called in from the rosters to meet operational requirements in accordance with Chan Centre policy. Such policies shall recognize that the senior employee will be called where two or more employees are deemed equal in ability and qualifications.

Article 23 - Employee Files

The provisions of Article 23 in the CUPE Local 2950 agreement shall apply.

Article 24 - Working Conditions

The provisions of Article 24 in the CUPE Local 2950 agreement shall apply.

Article 25

The provisions of Article 25.01 (A) in the CUPE Local 2950 agreement shall apply.

Article 26 - Statutory Holidays

The provisions of Article 26 in the CUPE Local 2950 agreement shall apply. Notwithstanding the provisions of the articles dealing with Statutory Holidays, the parties agree to meet to discuss mutually advantageous arrangements for providing services on statutory holidays. These arrangements include, but are not limited to, discussions about overtime rates, hours of work and shift scheduling.

Article 27 - Vacations

The provisions of Article 27 in the CUPE Local 2950 agreement shall apply.

On-Call employees shall accumulate and receive on each scheduled payday vacation pay in lieu of entitlement (as calculated in article 27.04 of the CUPE Local 2950 agreement)

according to the number of hours worked in that pay period. One (1) week of entitlement is equivalent to 2% of wages, and one (1) day of entitlement is equivalent to 0.4% of wages.

Article 28 - Hours of Work

28.01 Work Day and Work Week

(a) Regular Employees

The normal hours of work for all Regular employees shall be eight (8) hours per day, or seventy-five (75) hours per two consecutive weeks.

(b) On-Call Employees

The normal hours of work for On-Call employees shall be eight (8) hours per day or seventy (70) hours per two consecutive weeks.

(c) Time Free from Work

All employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 29.02. No employees shall be required to work more than six (6) consecutive days without agreement of the parties.

There will be a minimum of ten (10) consecutive hours off duty between the completion of one (1) work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned.

An employee who is scheduled without consent and has less than ten (10) consecutive hours off duty will receive the overtime rate on any hours worked within the ten (10) hour off duty period, up to a maximum of three (3) hours.

(d) Scheduling Provisions

Shift change - The employer will notify an employee of a shift change no later than twenty-four (24) hours prior to the assigned shift. In the event that a shift is changed with less than twenty-four (24) hours' notice and results in a shift of shorter duration than was originally scheduled, the employee shall be paid based on the original scheduled shift.

Shift cancellation - The employer will notify an employee of a shift cancellation no later than forty-eight (48) hours prior to the assigned shift. Every reasonable effort shall be made to re-schedule the employee for additional hours subject to seniority and the employee's availability. In the event that a shift is cancelled with less than forty-eight (48) hours' notice the employee will be paid for the cancelled shift to a maximum of eight (8) hours.

(e) Night Shift

Employees working between 1:00 a.m. and 7:00 a.m. shall be paid a premium in the amount of **two** dollars (\$**2.00**) per hour for each hour worked between 1:00 a.m. and 7:00 a.m.

28.02 Meal Periods and Breaks

(a) Meal Periods

Employees are eligible for a thirty (30) minute meal period for each period of work greater than five (5) consecutive hours. The time and duration of the meal period shall be the employee's decision, providing that departmental requirements are met. In departments where complex scheduling is required, the department head or designate will make up the schedule after the employees have submitted their preferences, which will be met where reasonably possible.

- (i) It is further understood that this is an unpaid meal period and the University shall recognize the employee's right to enjoy this period without interruption. In the event that the employer finds it impossible to provide a meal break, employees shall be paid in lieu 30 minutes at the overtime rate.
- (ii) An employee must work a minimum of three (3) hours prior to a meal period being scheduled.
- (iii) Employees eligible for an additional meal period(s), who have worked greater than ten (10) hours in a shift, shall receive the thirty (30) minute meal period at the applicable rate.
- (iv) In the event that the employer finds it impossible to provide a meal period, employees shall be paid in lieu thirty (30) minutes at the overtime rate ("Meal Penalty").
- (v) Paid meals shall not be considered part of the hours worked in a given shift or pay period and shall not be taken into account when calculating overtime pay.
- (vi) Where a meal period occurs near the end of a shift an employee may request to work through the end of a shift and leave work. In cases where the meal period is paid, then the meal period shall be added at the end of the shift. Approval of such requests shall not result in a Meal Penalty.

(b) Relief Periods –

Employees shall a shift of seven (7) hours or more are entitled to two (2) paid relief periods of 15 minutes each, one normally to be taken during the first half of a shift, and the other normally to be taken during the second half of any shift. In the event an employee is unable to take their relief period due to operational requirements, the unused paid relief time shall be added to the total hours worked for pay purposes.

- (i) Overtime rates shall be applicable for the portion of the shift that exceeds eight (8) hours only.

- (ii) The appending of this time to the end of a shift will not cause a Meal Penalty.
- (iii) An employee's relief period may be combined with a meal period or another relief period by mutual agreement between the employee and the manager. Such combination is not to be used to shorten an employee's regular work day.

28.03 Split Shifts

- (a) Employees shall be notified at the time the employee is scheduled, whether or not a shift will be a split shift.
- (b) The minimum first call of the day is three (3) hours.
- (c) If the break between the first and second call is two (2) hours or less, then the total for the first and second calls must be at least five (5) hours.
- (d) If the break between the first and second call is greater than two (2) hours and less than or equal to four (4) hours then the total for the first and second call must be at least six (6) hours.
- (e) If the break between the first and second call is greater than four (4) hours, then the total for the first and second call must be at least seven (7) hours.

Article 29 - Overtime

The provisions of **Article 29 in the CUPE Local 2950** agreement shall apply.

Article 30 - Benefits

- (a) Regular Employees
The provisions of the respective collective agreements shall apply.
- (b) On-Call Employees
On-Call employees shall be eligible to apply for Medical, Dental, Extended Health, EFAP and Sick Leave upon successful completion of the probationary period. **The provisions of the Employment Standards Act (ESA) are incorporated into this Article such that all employees are entitled to a minimum of five (5) paid days of sick leave after completing ninety (90) calendar days of service. The illness and injury entitlement in the ESA, which is currently five (5) days, is not in addition to any entitlement accrued above. Additional sick leave is on a pro rata basis.**

On-Call employees who have successfully completed probation may apply for a leave of absence without pay for up to three (3) months. The employee shall apply in writing stating the duration and reason for the leave. The Manager shall provide the employee with a written decision. Application for leave shall not be unreasonably denied.

It is understood that extensions of leave shall be at the sole discretion of the Manager. Any request 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.

The provisions of Article 30.11 (**Military Leave**), 30.12 (**Citizenship Leave**), 30.13 (**Court Duty**), 30.14 (**Leave for Domestic Violence**), 30.15 (**Religious and Cultural Observance Leave**), 30.16 (**Political Leave**), and 30.17 (**Indigenous Leave for Ceremonial, Cultural or Spiritual Events**) in the CUPE Local 2950 agreement shall apply.

Article 31 - Job Descriptions, Job Evaluation, Reclassifications and Misclassification

The Parties agree to review Job Descriptions and Classifications During the Term of the Agreement and will meet, upon request of either of the Parties, to resolve any matters that may arise.

Article 32 - Seniority

32.01 Computation of Seniority

- (a) Front of House - Seniority for Front of House Employees shall be from date of hire subject to the provisions of Article 4.01.
- (b) Production - Seniority for Production shall be accrual of hours worked subject to the provisions of Article 4.01.
- (c) Ticket Office – Seniority for Ticket Office shall be accrual of hours worked subject to the provisions of Article 4.01.

Seniority shall continue to accrue except as stated in Article 32.02 and 32.04. Seniority shall continue to accrue during an employee's absence from work due to illness, accident or unjust discharge.

32.02 Maintenance of Seniority

- (a) Seniority shall continue to be accrued during the first month of leave of absence without pay and thereafter shall be maintained but not accrued.
- (b) Seniority shall continue to be accrued during the first month of layoff, and thereafter shall be maintained but not accrued, for a period of up to one year.

32.03 No Loss of Seniority

An employee shall not suffer loss of seniority for any of the following reasons: unjust discharge, layoff, promotion, demotion, transfer, reclassification, compulsory military service, vacation, or any recognized leave.

32.04 Loss of Seniority

An employee will lose seniority rights if the employee fails to acknowledge a notice of recall without just cause within five (5) working days of recall, fails to report for work without just cause having been given at least ten (10) working days' notice or if the employee resigns, retires, is discharged for just cause or does not work for a one year period exclusive of approved leaves of absence. In such instances a Record of Employment (ROE) will be issued.

32.05 Seniority List

A current seniority list for the end of the preceding month shall be posted and sent to the Union office every second calendar month. For the purposes of seniority, the Chan Centre shall have three seniority units: one for Production, one for Ticket Office, and one for Front of House.

32.06 Rosters

University employees may apply for work at the Chan Centre. If accepted, any seniority earned in other University departments does not apply to the Chan Centre roster. These employees will be placed on the roster based on date/time of their Chan Centre interview. University employees who work at the Chan Centre have an obligation to advise their department manager of such work, and shall not accept any shifts at the Chan Centre that would put them into overtime without first advising both their department and Chan management.

Article 33 - Discharge, Suspension, Discipline and Resignation

The provisions of Article 33 in the CUPE Local 2950 collective agreement shall apply.

Article 34 - Employment Security

- (a) Regular Employees
The provisions of Article 34 in the CUPE Local 2950 agreement shall apply.
- (b) On-Call Employees
Employees will be laid off in reverse order of seniority provided remaining employees are qualified to meet operational requirements.

Article 35 - Grievance and Arbitration Procedure

- (a) Where one or more of the Parties has a concern regarding the interpretation, application, or administration of this component or Article 37, including an objection pursuant to section (f) of Article 37, the employee shall notify the designated representative(s) of the other parties in writing. Such notice shall set out the concern or objection and resolution sought. Parties receiving such notice shall reply in writing within five (5) working days indicating their position. Where none of the parties concerned object to the resolution, it shall be confirmed in writing. Where the resolution is not acceptable, a meeting shall be held within a further ten (10) working days to resolve the matter. If the matter is not resolved at the meeting or where mutually agreed at some later time, it shall be referred to Placement

Umpire.

- (b) In recognition of our mutual interest in the success of the Chan Centre and successful Productions and Events, it is understood and agreed between the Parties that any disputes, including jurisdictional disputes, shall be referred to the process set out in section (a). In the meantime, employees will follow Management directives on the understanding that redress or remedies are fully within the jurisdiction of the Umpire.

**UNIVERSITY OF BRITISH COLUMBIA
CUPE 2950 CHAN CENTRE
EFFECTIVE APRIL 1, 2022**

| Job Code | Chan Centre Classification | Weekly Hours | Annual | Monthly | Hourly |
|-----------------|--------------------------------------|---------------------|---------------|----------------|---------------|
| 211208 | Front of House Attendant | 35.0 | 33,024 | 2,752 | 18.11 |
| 211209 | Front of House Captain 1 | 35.0 | 35,340 | 2,945 | 19.38 |
| 211210 | Front of House Captain 2 | 35.0 | 38,712 | 3,226 | 21.22 |
| 260107 | Head Concessions Captain | 37.5 | 38,340 | 3,195 | 19.66 |
| 211211 | Asst Front of House Coordinator | 35.0 | 46,332 | 3,861 | 25.40 |
| 260110 | Events & Concessions Coordinator | 35.0 | 54,132 | 4,511 | 27.76 |
| 211202 | Ticket Seller | 35.0 | 33,024 | 2,752 | 18.11 |
| 211204 | Ticket Coordinator | 37.5 | 50,856 | 4,238 | 26.08 |
| 260104 | Audio Visual Coordinator | 37.5 | 58,440 | 4,870 | 29.97 |
| 260105 | Stage Coordinator | 37.5 | 58,440 | 4,870 | 29.97 |
| 211203 | Stage Technician | 35.0 | 48,456 | 4,038 | 26.57 |
| 211207 | Assistant Head Technician | 35.0 | 54,624 | 4,552 | 29.95 |
| 260113 | Assistant Head Technician | 37.5 | 58,404 | 4,867 | 29.95 |
| 260103 | Assistant Technical Director | 37.5 | 76,908 | 6,409 | 39.44 |
| 990601 | Student Assistant - Stage Technician | 10.0 | n/a | n/a | 26.56 |
| 990602 | Student Assistant - Ticket Seller | 10.0 | n/a | n/a | 18.11 |

**UNIVERSITY OF BRITISH COLUMBIA
CUPE 2950 CHAN CENTRE
EFFECTIVE APRIL 1, 2022**

| Job Code | Chan Centre Classification | Weekly Hours | Hourly Rate | | | | |
|-----------------|-----------------------------------|---------------------|--------------------|---------------|---------------|---------------|---------------|
| | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 260111 | Events & Front House Coord | 37.5 | 30.55 | 30.94 | 31.32 | 32.25 | 32.90 |
| 260112 | Ticket office Supervisor | 37.5 | 30.55 | 30.94 | 31.32 | 32.25 | 32.90 |
| 260106 | Head Technician | 37.5 | 32.60 | 32.98 | 33.42 | 34.91 | 36.36 |

UNIVERSITY OF BRITISH COLUMBIA
CUPE 2950 CHAN CENTRE
EFFECTIVE APRIL 1, 2023

| Job Code | Chan Centre Classification | Weekly Hours | Annual | Monthly | Hourly |
|-----------------|--------------------------------------|---------------------|---------------|----------------|---------------|
| 211208 | Front of House Attendant | 35.0 | 35,736 | 2,978.00 | 19.59 |
| 211209 | Front of House Captain 1 | 35.0 | 38,208 | 3,184.00 | 20.95 |
| 211210 | Front of House Captain 2 | 35.0 | 41,808 | 3,484.00 | 22.92 |
| 260107 | Head Concessions Captain | 37.5 | 40,932 | 3,411.00 | 20.99 |
| 211211 | Asst Front of House Coordinator | 35.0 | 49,464 | 4,122.00 | 27.12 |
| 260110 | Events & Concessions Coordinator | 35.0 | 60,192 | 5,016.00 | 30.87 |
| 211202 | Ticket Seller | 35.0 | 35,736 | 2,978.00 | 19.59 |
| 211204 | Ticket Captain | 35.0 | 41,808 | 3,484.00 | 22.92 |
| 211204 | Ticket Coordinator | 37.5 | 54,288 | 4,524.00 | 27.84 |
| 260104 | Audio Visual Coordinator | 37.5 | 62,388 | 5,199.00 | 31.99 |
| 260105 | Stage Coordinator | 37.5 | 62,388 | 5,199.00 | 31.99 |
| 211203 | Stage Technician | 35.0 | 51,727 | 4,310.57 | 28.36 |
| 211207 | Assistant Head Technician | 35.0 | 58,308 | 4,859.00 | 31.97 |
| 260113 | Assistant Head Technician | 37.5 | 62,340 | 5,195.00 | 31.97 |
| 260103 | Assistant Technical Director | 37.5 | 82,104 | 6,842.00 | 42.10 |
| 999602 | Student Assistant - Stage Technician | 10.0 | n/a | n/a | 28.36 |
| 9990601 | Student Assistant - Ticket Seller | 10.0 | n/a | n/a | 19.59 |

**UNIVERSITY OF BRITISH COLUMBIA
CUPE 2950 CHAN CENTRE
EFFECTIVE APRIL 1, 2023**

| Job Code | Chan Centre Classification | Weekly Hours | Hourly Rate | | | | |
|-----------------|-----------------------------------|---------------------|--------------------|---------------|---------------|---------------|---------------|
| | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 260111 | Events & Front House Coordinator | 37.5 | 32.62 | 33.02 | 33.43 | 34.42 | 35.13 |
| 260112 | Ticket office Supervisor | 37.5 | 32.62 | 33.02 | 33.43 | 34.42 | 35.13 |
| 260106 | Head Technician | 37.5 | 34.81 | 35.21 | 35.68 | 37.27 | 38.82 |

Memorandum of Agreement, Letter of Agreements

Letter of Understanding #12

Re: Work Practices at the Chan Centre

The parties agree to the following provisions on a without prejudice or precedent basis:

1. Uniforms and clothing provided by the employer shall be dry-cleaned by the employer a minimum of three times per year or as necessary. The decision to send uniforms and clothing out for dry- cleaning shall be at the discretion of the Front of House Coordinators.
2. Production employees shall be entitled to change into show blacks during paid work time.
3. Production employees shall be entitled to use the last five (5) minutes of their final shift of the day as wash-up time.
4. On proof of purchase, regular full-time Front of House Coordinators, Head Technicians, the Assistant Technical Director and regular part- time Technicians will receive reimbursement up to two hundred **and fifty** dollars (\$250.00) every two calendar years toward the purchase of suitable safety footwear for the sole use at the Chan Centre. The footwear shall be black in colour. Otherwise, the suitability of safety footwear is to be determined jointly by Union and Management taking into consideration safety and working conditions of employees.
5. Casual hourly production staff shall be required, at their own cost, to wear appropriate safety footwear. Casual hourly Front of House staff will be required to wear steel-toed footwear as required and as provided by the Chan Centre.

Dated this 9th day of March, 2023

'Sabriena Aujla'
Senior Employee Relations Manager
(for the University)

'Chloe Martin-Cabanne'
President
(for the Union)

Letter of Agreement #11

Re: Targeted Wage Adjustments – Lower Pay Grades – Chan Component

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 the following positions:

- Ticket Seller
- Ticket Captain
- Front of House Attendant
- Front of House Captain 1
- Front of House Captain 2
- Student Assistant Ticket Seller

This Letter of Agreement does not affect or amend Article 31 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

Dated this 9th day of March, 2023

‘Sabriena Aujla’
Senior Employee Relations Manager
(for the University)

‘Chloe Martin-Cabanne’
President
(for the Union)