

MEMORANDUM OF AGREEMENT

Between

The University of British Columbia

(the “University”)

and

Canadian Union of Public Employees, Local 2278

(the “Union”)

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

1. Provisions of the current agreement in effect:

All provisions of the current agreement in effect from September, 2019 through August 31, 2022 shall continue in effect except as specifically amended or altered by this memorandum. Letters of Understanding and Letters of Agreement are not renewed except as provided for in #3 below.

2. Amendments and alterations agreed to in negotiation meetings

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

Article	Subject Matter	Date of Tentative Agreement
A1.01	Purpose	June 13, 2023
A2.01	Recognition	June 22, 2023
A7.01	No Discrimination	March 28, 2023
A11.04	Grievance Procedure	April 4, 2023
A14.01	Holidays	March 28, 2023
A16	Health and Safety	April 25, 2023
A16.02	Safety Committees	June 6, 2023
A21	Term of the Agreement	June 22, 2023
B2.02	Allocation of Hours	June 13, 2023
B3.01 (a)	Appointment	June 6, 2023
B3.01 (c)	Preferred Candidates	June 6, 2023
B3.02 (b)	Job Postings	April 11, 2023
B3.04	Appointment Term	June 28, 2023
B4.01 (c)	Hours of Work	April 4, 2023
B4.01 (h)	Scheduled Teaching Duties	June 22, 2023
B4.08	Daily Field School Schedules	June 15, 2023
B5.01	Vacations	June 28, 2023
B6.03	Bereavement Leave	June 28, 2023
B6.06 (b)	Sick Leave	June 13, 2023
B6.08	Leave of Absence for Union Business	June 13, 2023
B6.13	Indigenous Leave for Ceremonial, Cultural Spiritual Events	June 22, 2023

B6.14	Religious and Cultural Observance Leave	June 22, 2023
B7.01 (c)	Vacation Pay for Hourly Assignments	June 28, 2023
B7.03	Work Related Expenses	April 25, 2023
Schedule B1	Wages	June 28, 2023
Schedule B1 (b)	Classifications	June 28, 2023
Schedule B3	Allocation of Hours Form	April 25, 2023
Schedule B4	Workload Compression Agreement	April 4, 2023
Schedule B5	Exam Invigilators and Senior Exam Invigilators in the Centre for Accessibility	June 28, 2023
C1	Housekeeping	June 8, 2023
C2	Housekeeping	June 8, 2023
C2.02 (d)	Instructors' Year Plan	June 28, 2023
C3	Housekeeping	June 8, 2023
C3.03	Hiring Policy	June 14, 2023
C4.03	Retirement	June 8, 2023
C5.01	Leave of Absence without Pay	June 28, 2023
C5.02	Sick Leave Pay	June 8, 2023
C5.05	Bereavement Leave	June 28, 2023
C5.07	Leave for Union Business	June 28, 2023
C5.08	Indigenous Leave for Ceremonial, Cultural or Spiritual Events	June 28, 2023
C5.09	Religious and Cultural Observance Leave	June 28, 2023
C11	Layoff and Recall	June 28, 2023
C12.02	Library Card	June 8, 2023
C13	Salary and Stipends	June 28, 2023

3. Letters of Understanding and Agreement

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

Letter	Subject Matter	Date of Tentative Agreement
LOU #A1	Expedited Arbitration	June 13, 2023
LOU #A2	Overpayments	June 21, 2023
LOU #A3	Opportunities for Underrepresented Groups	June 22, 2023
LOA #A4	French Language Translation	April 25, 2023
LOA #A5	Cost of Living Adjustment	June 22, 2023
LOA #A6	Targeted Wage Increase – UTA1	June 28, 2023
LOA #A7	Targeted Wage Increase – UTA2	June 28, 2023
LOA #A8	Targeted Wage Increase - Invigilators	June 28, 2023
LOU #B1	Required Service	June 13, 2023
LOU #B2	Electrical Engineering	May 23, 2023
LOU #B4	Exchange Students in the Department of French, Hispanic & Italian Studies	March 28, 2023
LOU #B5	Senior Teaching Assistants	June 28, 2023
LOU #B6	Interdisciplinary Programs	June 6, 2023
LOA #B11	Maternity Leave/Parental Leave	March 28, 2023
LOA #B12	Union Time Off For Union Executive	June 28, 2023
LOA	Benefits Administration	June 28, 2023
LOA	Centre for Accessibility Environmental Impact	June 28, 2023
LOU #C1	Short-Term Work Opportunities	June 28, 2023

LOU #C2	Designated Programs	June 28, 2023
LOU #C3	Maternity, Adoption and Parental Leave	June 8, 2023
LOU #C4	Instructors' Year Plans – Designated Programs	June 28, 2023
LOA #C5	Long Service Employee Severance Fund	June 28, 2023

5. Salary Grid

General Wage Increases

General Wage Increases payroll as follows and to be included in a renewed Collective Agreement. Retroactive payments to be made to active employees as of the date of ratification and employees who had service in the 2022/2023 Winter Session or the 2023 Summer Session.

September 1, 2022	Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.
September 1, 2023	Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)
September 1, 2024	Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA (LOA #8)

6. Term

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

7. Ratification

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

Agreed to this _____ day of _____ 2023.

FOR THE UNIVERSITY:

FOR THE UNION:

Korey Onyskevitch

David Huxtable

Sandra Blackmore

Emily Cadger

Brett Eaton

Kaili Vesik

Brett Couch

Carrie Peters

Darla LaPierre

Nigel Todd

Jas Gill

Sandra McGoldrick

Lisa Altan

Karen O'Regan

Brenda Schultz

Christy McGregor

Union Proposal

Date: June 13

Time: _____ am

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

Between the

University of British Columbia

And

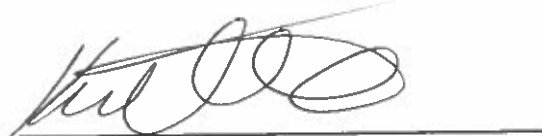
Canadian Union of Public Employees, Local 2278

Re: **A 1.01 Purpose**

A 1.01

The purpose of this Agreement is to establish an ~~orderly~~ a collective bargaining relationship between the University and its employees represented by the Union; and to ensure the **orderly and efficient consideration of all matters of mutual interest, including wages, hours, working conditions, job security and dispute resolution so that efficient operations and harmonious relationships may be maintained between the university, the employees and the Union. 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.** ~~harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions which shall supersede all previous Agreements between the Employer and individual employees represented by the Union.~~ Accordingly, the parties to this Agreement do hereby enter into the terms contained in this Agreement.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 13, 2023
Date

June 13, 2023
Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 22, 2023

Time Tabled: 1:00pm

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE A2.01 - RECOGNITION

The Employer recognizes the Canadian Union of Public Employees Local 2278 as the sole and exclusive bargaining agent for Teaching Assistants, Tutors, Markers and English as an Additional Language Instructors (excluding casuals and coordinators) and Exam Invigilators in the Centre for Accessibility at the University of British Columbia.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

June 22, 2023
Date

For the Union:


David Huxtable
Advocate

June 22, 2023
Date

Date Tabled: Mar 28

Time Tabled: 1:30 PM

Bargaining Proposal:

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

Between the
University of British Columbia

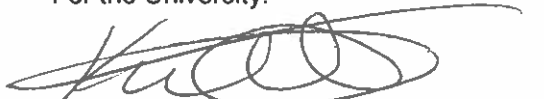
And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE A 7.01 – NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in their employment by reason of the following: **Indigenous identity**, age, race, colour, ancestry, place of origin, political belief, religion, sex, sexual orientation, gender identity or expression, marital status, family status, physical or mental disability, or criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. Nor shall there be any discrimination on the basis of membership, office, non-membership or activity in any political, religious, labour, or academic organization.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

March 28, 2023
Date

For the Union:



David Huxtable
Advocate

March 28, 2023
Date

Date Tabled: April 4

Time Tabled: 3:00pm

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE A11.04 – GRIEVANCE PROCEDURE

Except as otherwise set out in this Article, or as limited by Article A 10.05, any complaint shall first be taken up verbally with the parties. Failing settlement of the complaint, it shall be taken up as a grievance according to the ~~following~~ procedure **as outlined below. If the verbal discussion between the parties includes the Department Head, then the grievance shall commence at Step 2.**

(a) Step 1

The grievance shall be stated in writing and shall be submitted to the Department Head with a copy to the Supervisor. The written grievance shall provide:

- (i) a description of the grievance and the incident(s) from which the grievance arose.
- (ii) the suggested remedy.

The Department Head shall meet with the employee within five (5) working days; the employee may be accompanied by a Steward or another Union representative. The Department Head may be accompanied by another member of the Department and a representative of Human Resources.

Following the grievance meeting, the University shall have a maximum of five (5) working days in which to present a written reply to the grievor(s) with a copy to the Union. Failing settlement, the grievance shall proceed to the next step within a maximum of five (5) working days of the University's reply.

For non-departmentalized Faculties, a grievance may commence at Step 2 of the grievance procedure.

(b) Step 2

Step 2 shall commence upon written presentation of the grievance to the Dean of the Faculty, or designate. The Dean shall meet with the grievor(s), and the Steward (or other Union representative) in an effort to resolve the grievance. The Dean or designate may be accompanied by another member of the Faculty and a representative of Human Resources. Within five (5) days of the grievance meeting, the University shall deliver a written reply to the grievor, with a copy to the Union. Failing settlement, the grievance may be processed to the next step within ten (10) working days following either receipt of the written response or expiry of the above time limit, whichever comes first.

(c) Step 3

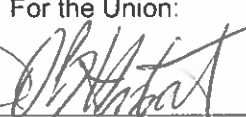
Step 3 shall commence upon written presentation of the grievance to the Department of Human Resources. The parties shall have ten (10) working days in which to meet and attempt to resolve the grievance. If the grievance cannot be resolved, a formal written reply to the grievance is required. The matter may be referred to arbitration under Article A 12 within thirty (30) days of a formal reply.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

April 4, 2023
Date

For the Union:


David Huxtable
Advocate

Apr 4, 2023
Date

Date Tabled: MAR 28

Time Tabled: 1:30 PM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE A 14.01 – HOLIDAYS

No employee shall be required to work on any of the following holidays:

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

nor on any day declared as a holiday by the University nor on any day on which the University is closed according to the University Calendar.

For the University:


Korey Ohyskevitch
Senior Employee Relations Manager

MARCH 28, 2023
Date

For the Union:


David Huxtable
Advocate

MARCH 28, 2023
Date

Date Tabled: April 23

Time Tabled: 10:45

University Response:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE A 16 - HEALTH AND SAFETY

[...]

A 16.03 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instruction. Such safety training and instruction shall be scheduled as time worked.

A 16.04 Safety Equipment

The Employer shall provide all necessary protective devices, clothing or equipment to the employee to ensure a safe work environment, according to Worker's Compensation Board **Act Regulations**. An employee who refuses to use or wear such devices or who fails to follow health and safety procedures shall be subject to disciplinary procedures.

Where field school activities require the employee to camp, the employer shall provide all relevant shelter and equipment, including necessary clothing.

~~The regulations with respect to the right to refuse unsafe work shall be posted in all appropriate workplaces.~~

A 16.05 Known Hazards

The Employer shall advise employees of hazards known to the Employer and associated with the work of the employee. Likewise, the employee shall have the duty to make reasonable efforts to be informed of hazards known to the Employer and associated with the employee's work, and to report to the Supervisor the absence of or any defect in any protective devices, clothing equipment or of any hazard associated with the workplace of which they are aware. If prompt action does not ensue, the employee shall inform the Department/Area Safety Committee through the Department Head or Bargaining Unit Representative.

A 16.06 Temporary Relocation

If a majority of staff members (i.e. employees and non-bargaining unit staff) in a particular work area believe that conditions constitute a hazard to employees' physical health and/or safety, the employee(s) shall be relocated or reassigned in the same academic unit until such conditions are corrected.

A 16.07 Transportation of Accident Victims

Transportation to a physician or hospital for employees requiring medical care while employed by the Employer and at work shall be at the expense of the Employer.

A 16.08 Right to Refuse Unsafe Work

All employees have the right to refuse unsafe work or to refuse to work in an unsafe workplace. Should an employee decide that their work or workplace is unsafe, they may stop that work or leave that workplace. The employee must make every reasonable effort to report the unsafe nature of the work or workplace to the appropriate authority but in any case, should endeavor to inform their immediate supervisor or designated department authority of the reasons for their determination that the work or workplace is unsafe. Management will immediately investigate any such determinations. Management reserves the right to reassign any such employee to a different work location. No employee shall be subject to disciplinary action provided they have acted in compliance with this clause, Industrial Health and Safety Regulations, or an order made by an officer of Worksafe BC.

The regulations with respect to the right to refuse unsafe work shall be posted in all appropriate workplaces.

A 16.09 Field School Safety Orientations

Prior to the commencement of a field school, participating employees shall be given an orientation that includes a review of Article A 16, all relevant UBC policies, and the approved Field Work Safety Plan filed with UBC Safety & Risk. As per Article A 16.03, this orientation shall be scheduled as time worked.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

April 25, 2023
Date

For the Union:



David Huxtable
Advocate

April 25, 2023
Date

University Response

Date: June 6

Time: 4:18

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: **Article A 16.02 - Safety Committees**

ARTICLE A 16.02 - Safety Committees

[...]

A 16.02 Safety Committees

It is agreed that employees shall have a representative on any ~~departmental or area safety committee~~ **Joint Occupational Health and Safety Committee or Local Safety Team** where members of the bargaining unit are employed. ~~In addition, a representative from the bargaining unit will be invited to join the President's Safety, Security and Fire Prevention Committee, the Biohazards Committee, and the Pollution Control Committee.~~ **Employees participating in a Joint Occupational Health and Safety Committee or Local Safety Team shall receive time off with pay in accordance with Section 40 & 41 of the *Workers Compensation Act*.**

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

JUNE 6, 2023
Date

June 6, 2023
Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 22

Time Tabled: 1:00 PM

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE A 21 – TERM OF THE AGREEMENT

A 21.01

This Agreement shall continue in full force and effect from September 1, 2019~~22~~ until August 31, 2022~~25~~. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement (August 31, 2022~~25~~) notify the other party, in writing, of its desire to negotiate a new or revised Collective Agreement.

A 21.02

Failing agreement by August 31, 2022~~25~~, this Agreement will continue in force until:

- (a) commencement of a strike by the Union or a lockout by the Employer, as defined in the Labour Relations Code of British Columbia, or
- (b) a new Agreement is reached.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 22, 2023
Date

For the Union:



David Huxtable
Advocate

June 22, 2023
Date

Date Tabled: June 13

Time Tabled: 1:52

University Response:

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

Between the
University of British Columbia
And
The Canadian Union of Public Employees
Local 2278

Re: ARTICLE B2.02 – ALLOCATION OF HOURS

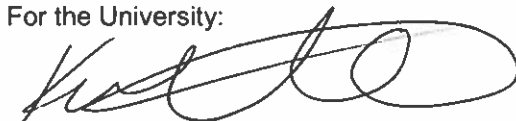
When assigning the duties in accordance with Articles B 2.04 and B 3.04 for a specific position within a job description, the hours applicable to each component of the duties will be allocated in writing, through the completion of the form in Schedule B 3 or an equivalent method of documenting the allocation of hours that contains, at a minimum, the information prescribed by Schedule B 3.

All applicable component duties, such as lecture attendance, laboratory or tutorial responsibilities, marking and grading, invigilation, planning meetings, student consultation, **attending field school (including preparation and travel)**, training and other substantive duties must be discussed between the Supervisor and the employee prior to finalizing the allocation of hours. **The form must also include vacation hours, as well as the union induction/orientation meetings referenced in B 8.02 (a).**

With respect to scheduling of vacations, if responsibilities are anticipated to extend into the period between December 24 and January 1, this must be discussed, and an alternate allocation for vacation hours than that specified in Article B 5.01, must be made. Departments shall use the form attached as Schedule B 3 or an equivalent method of documenting the assignment of duties.

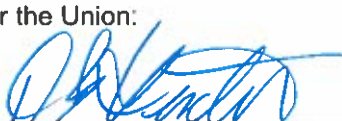
The Dean, Department Head, or Supervisor shall have the right at any time to review with an employee the hours allocated. **Managing hours is the responsibility of the Supervisor and the employee. As such, the employee and the Supervisor should make efforts to meet at least once during the contract to ensure the workload of the employee aligns with the hours allocated. If an employee exceeds their hourly allocation of hours over a four (4) week period, or in respect to a significant task, the employee shall review their hours with their Supervisor or Department.** If this review results in a proposed change in the hours allocated, the employee shall have the right to have their Union representative present at a further meeting or meetings.

For the University:



Corey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 13, 2023

Date

June 13, 2023

Date

University Response

Date: June 6

Time: 11:05

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: **B 3.01 (a) & (b) Definition of Candidates**

B 3.01 Definition of Candidates

(a) Appointment

Students **and recent graduates** of the University shall be eligible for appointment as a Teaching Assistant. **Recent graduates are those who have completed their degree requirements within eight (8) months of the term they are being hired for.** The University will consider qualifications relevant to the position available in determining eligibility for appointment as a Teaching Assistant. Appointments may also be subject to budgetary considerations. **Recent graduates will be paid on a remunerative basis only and will not have continued preference for reappointment.**

(b) Reappointment

Eligibility for reappointment as a Teaching Assistant will be as identified in Article B 3.01(a) and will require: satisfactory performance as a Teaching Assistant. If no written performance evaluation has been prepared in accordance with Article A 19.02, reappointment shall not be denied; and,

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 6, 2023

Date

June 6, 2023

Date

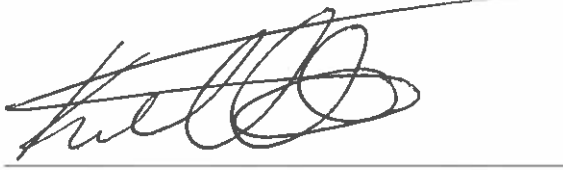
The Parties agree to recommend the following change to the Collective Agreement:

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: 3.01 (c) Preferred Candidates

- (c) Preferred Candidates
Subject to Article B 3.01(b), Teaching Assistants eligible for reappointment shall be considered preferred candidates and provided preference for reappointment as set out in this Article.
- (i) Subject to maintaining full-time status, a graduate student shall have preference for consecutive appointments on the following basis:
1. preference for a student enrolled in a Master's^s program shall be for two (2) teaching years ~~commencing with the start date of their Masters' program;~~
 2. preference for a student enrolled in a doctoral program shall be for five (5) teaching years ~~commencing with the start date of their doctoral program;~~ and,
 3. a student who transfers from a Master's^s to a doctoral program shall have preference for five (5) teaching years as a doctoral student.
- (ii) An employee on a research leave, engaged in field work, or on an approved leave of absence may place their preference for reappointment on hold for up to one (1) year.
- (iii) An employee's eligibility for reappointment as a preferred candidate shall not be impacted by the operation of the University's Minimum Funding Policy for Ph.D. students or any funding guarantee contained within a graduate student offer letter. Additional funding sources may be considered in circumstances where there are more preferred candidates than available Teaching Assistant positions.
- (iv) The preference described above shall not apply when an employee declines an offer of appointment to a position that they have applied for, except as set out in Article B 3.01(c)(i).
- (v) A full-time graduate student who has exhausted their preference under B 3.01(c) remains eligible for appointment as a Teaching Assistant. Teaching Assistants who are appointed in this fashion do not have continued preferential rights for reappointment.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

JUNE 6, 2023
Date

June 6, 2023
Date

Union Proposal

Date: Apr 11

Time: 11:39 AM

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: **Article B 3.02 (b) Job Postings**

These postings shall also include: an estimate of the number of positions available in the course, **scheduled mode of course delivery**, current salary, application procedures, the location of application forms, deadline for application and an employment equity statement consistent with the University's Employment Equity Policy.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

April 11, 2023

Date

April 11, 2023

Date

University Response

Date: June 22

Time: 1:00 PM

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: **ARTICLE B 3.04 (b) – APPOINTMENT TERM; ARTICLE B 4.01 (a) – HOURS OF WORK**

B 3.04 Appointment Term

- (a) Appointment as a Teaching Assistant shall be for one term of the Winter Session (i.e., for four months: September 1 to December 31 or January 1 to April 30), for the entire Winter Session (September 1 to April 30), or for one or more terms of the Summer Session. Appointments shall be classified as per Schedule B 1.
- (b) When an appointment as a Teaching Assistant starts before the September 1 start date in Article B 3.04(a) and continues into the Winter Session, the Teaching Assistant will be paid at the rate of pay for the upcoming Winter Session. It is recognized that these appointments will be in the areas where studies begin in August.
- (c) **Where there is a requirement for work to be completed prior to the start date of the course, a Teaching Assistant may begin work in advance of September 1, by mutual agreement. For this to occur, the following additional terms shall apply:**
 - (i) **The Union and University agree that work prior to September 1 will be for the purposes of completing preparatory work for the upcoming course that cannot be accomplished otherwise.**
 - (ii) **The University confirms that all work prior to September 1 is paid work and shall be remunerated accordingly. Generally, hours worked during this period will be included as part of the duties assigned to the Teaching Assistant in accordance with Article 2.02 and 4.01. In the event that the department considers these hours to be in addition to the Teaching Assistantship, the Teaching Assistant will be paid at the rate of pay for the upcoming Winter Session.**
 - (iii) **The University and Union agree that such work that occurs prior to September 1 is voluntary and that Union members cannot be compelled to begin their appointments early, nor may starting early be a condition of a job posting.**
 - (iv) **Such work shall not begin before August 25 and shall not exceed 6 hours.**
- (d) Where the University determines that the scheduling period for final exams shall require marking or invigilation to occur after April 30, the following additional terms shall apply:

- (i) The Union and University agree that appointments may be extended beyond April 30 for the purposes of marking and/or invigilating Winter Session examinations.
- (ii) The University confirms that all marking and/or invigilation that occurs after April 30 is paid work and shall be remunerated accordingly.
- (iii) The University and Union agree that such work that occurs after April 30 is voluntary and that Union members cannot be compelled to extend their appointments.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date

University Response

Date: Apr 4

Time: 1:16

can sign

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: Compression agreements

B 4.01 Hours of Work

[...]

- (c) A full Teaching Assistantship as defined in (a) above may be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The employee **may be entitled to** bring a Steward or other Union representative to any such discussion. ~~A Steward or other Union representative will be present if the employee so requests.~~ The Union shall be informed in writing of such agreements **by way of a signed copy of the form attached as Schedule B 4.**

And add the following as a new Schedule B 4:

WORKLOAD COMPRESSION AGREEMENT

Article B 4.01 (c) of the Collective Agreement between the University of British Columbia and the Canadian Union of Public Employees (C.U.P.E.) Local 2278, allows for a Teaching Assistantship to be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The Union shall be informed in writing of such agreements.

This form serves as a formal agreement between the Department Head, designate or Dean and prospective Teaching Assistant to compress Teaching Assistant hours into a shorter, agreed upon time period, as follows.

Number of overall hours _____

Number of weeks **Start date of compression period** _____

Average number of hours per week **End date of compression period** _____

Describe how the overall hours for the term will be distributed over the duration of the assignment.

Department

Department Head

Signature

Teaching Assistant

Signature of

Date

COPIES TO:
Department
Teaching Assistant
Human Resources
CUPE Local 2278

For the University:

For the Union:



Korey Onyskevitch
Senior Employee Relations Manager



David Huxtable
Advocate

APR 4, 2023

Date

APR 4, 2023

Date

Union Proposal

Date: June 22
Time: 1:00 PM

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

Between the
University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: B 4.01 (h) Scheduled Teaching Duties

- (h) Any scheduled teaching duties, online or in person, outside of the hours of 7:30 a.m. to 8:00 p.m. **Monday to Friday** are contingent upon the advance consent of the employee. In the event that a Teaching Assistant is assigned to a course that includes evening classes that end at 8:00 p.m. or later, the employee may be scheduled for teaching duties up to sixty (60) minutes after the end of the scheduled class. **Exceptions may be made for final exams and course field trips scheduled on weekends.**

For the University:

For the Union:



Korey Onyskevitch
Senior Employee Relations Manager



David Huxtable
Advocate

June 22, 2023
Date

June 23, 2023
Date

Date Tabled: June 13

Time Tabled: 3:46

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE B4.08 --DAILY FIELD SCHOOL SCHEDULES

Prior to the commencement of a field school, a schedule of daily hours must be provided. This schedule will include estimated start and end times. The University and the Union agree that field school duties include, but are not limited to: in-field instruction, student assessments, transportation, preparing and managing field resources, instructional team meetings, required on-call responsibilities, and any other activities where TA participation is mandatory.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

For the Union:


David Huxtable
Advocate

June 15, 2023
Date

June 15, 2023
Date

Union Proposal

Date: June 28
Time: 9:56 AM

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

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: **Articles B 5.01 and B 7.01 (c) - VACATION PAY FOR HOURLY ASSIGNMENTS**

B 5.01 Vacations

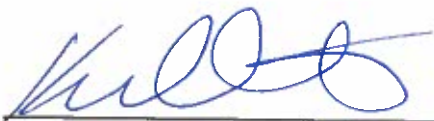
It is agreed that the salary set out in Schedule B 1 includes ~~4%~~ vacation pay. Vacations shall be taken as time off with pay as scheduled by the Supervisor during the term of the appointment. In allocating the employee's hours of work under Article B 4, sixteen (16) hours [based on a full Teaching Assistantship as defined in Article B 4.01(a)] will be scheduled as vacation, which will normally be scheduled between December 24 and January 1. Vacation for an employee working less than a full Teaching Assistantship will be scheduled during the term of the appointment on a pro rata basis.

B 7.01

[...]

- (c) For employees paid hourly, pay does not include vacation pay which is to be provided in paid time off. Where paid time off is not provided, vacation shall be paid as additional pay in lieu, at a rate of 4.17%, and may be provided on each payroll deposit or at the end of the term.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023

Date

June 28, 2023

Date

Union Proposal

Date: June 22

Time: 1:00 PM

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: ARTICLE B 6.03 – BEREAVEMENT LEAVE

In case of death in the immediate family, an employee shall be entitled to **five (5) full working days time off** without loss of pay upon notification to the Department Head, through their Supervisor.

~~An employee shall be granted five (5) full working days leave without loss of pay upon the notification of death. Immediate family shall include~~ of a parent, parent-in-law, spouse wife, husband, common-law spouse or partner, same-sex spouse, or child. ~~children, grandchildren, sibling, sibling-in-law, 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.~~

~~An employee shall be granted three (3) full working days leave without loss of pay upon the notification of death of a brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild.~~

For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or their community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).

In special circumstances, including the death of a family member not listed above, an employee may be granted further leave without loss of pay.

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

JUNE 28, 2023

Date

JUNE 28, 2023

Date

Date Tabled: ~~June 6,~~ June 6,

Time Tabled: 4:22

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE B6.06 (B) – SICK LEAVE

Employees appointed to a full teaching assistantship of 384 hours (Article B 4.01) shall be granted 12 hours of paid sick leave credits per term. Unused sick leave credits may be banked into subsequent terms. Accumulated sick leave banks shall not exceed twenty-four (24) hours. Employees who access their sick leave credits within the first four (4) weeks of the term shall not receive payment until they return to work unless they have an accrued sick leave balance carried over from previous appointments.

Employees appointed to a partial assistantship shall be granted sick leave credits on a pro rata basis.


Any paid sick leave provided and taken pursuant to the *Employment Standards Act* and the Collective Agreement shall be considered as active employment for the purpose of Article B2.02 and Article B4.01. Further, in the event an employee is required to perform the duties of another employee on sick leave, the employee shall have those hours considered as active employment in accordance with Article B2.02 and Article B4.01.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

June 22, 2023
Date

For the Union:


David Huxtable
Advocate

June 23, 2023
Date

University Response

Date: June 13
Time: 9:48(?)

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

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: B 6.08 Leave of Absence for Union Business

B 6.08 Leave of Absence for Union Business

~~Official~~ Representatives of the Union will be granted leave of absence without pay to attend to the **business of the Union** ~~conventions or to perform any other function on behalf of the Union and its affiliated organizations affiliation(s)~~. It is agreed that the Department Head **and the Direct Supervisor** ~~and the Department of Human Resources~~ will be given at least ten (10) days advance notice in writing, or in case of an emergency, as much notice as possible in writing. ~~Such a leave shall not be unreasonably denied nor shall it prejudice future assignments or reappointment.~~ It is understood that such leaves of absence **shall not be unreasonably denied** and must not **unreasonably** interfere with the normal functions of any University department. **It is further understood that such leave shall not prejudice future assignments or reappointment.**

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 13, 2023
Date

June 13, 2023
Date

Date Tabled: June 22

Time Tabled: 1:00 pm

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE B 6.13 – 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, Hoohiyee, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

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

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


For the University:


Corey Onyskevitch
Senior Employee Relations Manager

Date

June 22, 2023

For the Union:


David Huxtable
Advocate

Date

June 22, 2023

Negotiations between UBC and CUPE 2278

Date Tabled: June 22

Time Tabled: 1:00 PM

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE B6.14 – RELIGIOUS AND CULTURAL OBSERVANCE LEAVE

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

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

Employees may request to take the time off as a short term leave in accordance with Article B6.02, vacation in accordance with Article B5.01, or by rescheduling their work hours, subject to operational requirements.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 22, 2023
Date

For the Union:



David Huxtable
Advocate

June 22, 2023
Date

Date Tabled: Apr 25

Time Tabled: 3:12

Union Response:

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

Between the
University of British Columbia

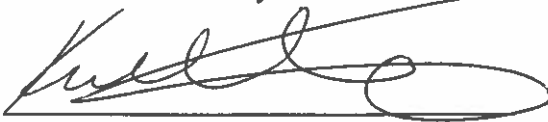
And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE B7.03 Work Related Expenses

When an employee is required by the ~~Supervisor~~ University to incur work related expenses, eligibility and reimbursement will be in accordance with UBC Policies. ~~use their the employee's privately owned vehicle in the discharge of their duties as a Teaching Assistant, Tutor, or Marker duties, they shall be paid the University mileage allowance in accordance with University Policy #83. This specifically excludes travel between the employee's place of residence and the University campus.~~

For the University:



Korey Onyskevitch
Senior Employee Relations
Manager

For the Union:



David Huxtable
Advocate

April 25, 2023
Date

April 25, 2023
Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 22

Time Tabled: 1:00pm

University Proposal:

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

Between the
University of British Columbia

And


The Canadian Union of Public Employees
Local 2278

Re: SCHEDULE B1 – WAGES AND CLASSIFICATIONS

- | | |
|-------------------|--|
| September 1, 2022 | Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI. |
| September 1, 2023 | Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase) |
| September 1, 2024 | Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA*. |

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


For the University:



Korey Dnysevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

Union Proposal

Date: JUN 28
Time: 9:59 AM

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

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: SCHEDULE B1 (B) - CLASSIFICATIONS

The following changes to classifications take effect on ~~September 1, 2020~~ **September 1, 2023**:

(b) Classifications

(i) Senior Teaching Assistant (STA):

A Senior TA is a graduate student who is registered in a masters' or doctoral program at the University of British Columbia and is **either**

1. required by the University to perform lead hand duties as a Teaching Assistant. These duties typically include coordinating other Teaching Assistants and providing guidance, technical knowledge, and subject matter expertise to other Teaching Assistants. **Or,**
2. working in a role as outlined in ([LOA B10](#)), and meets the qualifications outlined in ([LOA B10](#)).

(ii) Graduate Teaching Assistant 1 (GTA 1)

A G.T.A. I is a graduate student who has completed two (2) years' service as a graduate student teaching assistant.

(iii) Graduate Teaching Assistant 2 (GTA 2)

A GTA 2 is a graduate student with less than two (2) years' service as a graduate student teaching assistant.

(iv) Undergraduate Teaching Assistant 1 (UTA 1)

A UTA 1 is an undergraduate student who is registered in a bachelors degree program at the University of British Columbia who is required to perform **a broad range of Teaching Assistant Duties with substantial student contact.**

(v) Undergraduate Teaching Assistant 2 (UTA 2)

A UTA 2 is an undergraduate student who is registered in a bachelors degree program at the University of British Columbia who performs Teaching Assistant duties **that do not require knowledge of the discipline, or student contact beyond an incidental or**

transactional basis (such as handing out or returning exams or assignments). UTA 2 duties may include setting up labs, demonstrations, or classrooms; administrative duties and preparing materials. ~~without substantial student contact,~~ UTA 2 assignments do not include duties such as classroom teaching, conducting tutorial sessions, providing feedback on assignments and exams, holding office hours, or demonstrating procedures to students.

(vi) Marker

~~A Marker is an employee appointed to a position which involves only marking without substantial student contact.~~

(c) ~~"Substantial student contact" within the Classifications are those duties which involve direct interaction with students on more than an incidental basis. These duties typically include providing classroom teaching, conducting tutorial sessions, providing feedback on assignments and exams, holding office hours, or demonstrating procedures to students.~~

~~"Substantial student contact" does not include duties such as setting up labs, demonstrations, or classrooms; administrative duties; or class or material preparation notwithstanding that incidental or transactional contact with students may occur.~~

For the University:

For the Union:



Korey Onyskevitch
Senior Employee Relations Manager



David Huxtable
Advocate

June 28, 2023

Date

June 28, 2023

Date

Date Tabled: April 25

Time Tabled: 4:16 PM

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: SCHEDULE B 3 – ALLOCATION OF HOURS FORM

Pursuant to [Article B 2.02](#) this form documents the allocation of hours anticipated to be assigned to the Teaching Assistant ("TA") for the duties itemized below. Both the instructor and TA should keep a copy of the completed form for their own records.

The purpose of this form is to help both the TA and instructor allot adequate time for the duties of the TA. It is a tool to help plan the term and should facilitate discussion between the TA and instructor. It will also delineate reasonable expectations for the course. This form recognizes that courses can evolve over the length of a term and supports ongoing discussion between the instructor and the TA as to the ongoing allocation of hours.

Department: _____ Vantage College (Yes/No): _____

Name of TA: _____

Name of Instructor and/or Supervisor in Charge: _____

Course(s): _____

Term and year: _____

Total hours: _____

**Does this assignment require a Workload Compression Agreement as per Article B4.01?
If yes, ensure that Schedule B4 is also completed.**

The Allocation of Hours form shall, to the extent foreseeable, set out the percentage of time, or expected hours, to be attributed to the following classes of Teaching Assistant activities:

- (i) Teaching (lab, lecture, tutorials, field trips)
- (ii) Assisting Instructor (lab, lecture, tutorial, including attending lectures)
- (iii) Instructional Team Meetings, Class Prep and Training
- (iv) Grading, Critique, Evaluation (exams, assignments, performances)
- (v) Course Admin Duties (managing online resources, entering, collating grades)
- (vi) Student Meetings (office hours, e-mail/discussion boards)
- (vii) Curriculum Development (Senior TA roles)
- (viii) Other substantive duties
- (ix) Final exam invigilation

- (x) Union Orientation
- (xi) Vacation Time
- (xii) **Attending Field School (Including preparation and travel)**

Assigned Duty	Hours Allocated	Assigned Duty	Hours Allocated
Union Orientation ¹		Safety Training	
Teaching (lab, lecture, tutorials, field trips)		Assisting Instructors (including attending lectures)	
Instructional Team Meetings, Class Prep and Training		Grading, Critique, Evaluation	
Course Admin Duties		Student Meetings	
Curriculum Development (Senior TA only)		Other Substantive Duties	
Final Exam Invigilation		Vacation Time (4.17%) ²	
Attending Field School (Inc. Prep and Travel)			

¹ Mandatory as per [Article B 8.02](#)

² Mandatory as per [Article B 5.01](#)

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

April 25, 2023
Date

For the Union:



David Huxtable
Advocate

April 25, 2023
Date

University Response:

Date: June 28
Time: 10:00AM

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

Between the
University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: New Schedule B 5 - Exam Invigilators and Senior Exam Invigilators at the Centre for Accessibility

It is understood that all Articles in Part A: The Master Agreement apply.

A. HIRING AND REHIRING

Students of the University shall be eligible for appointment as an Exam Invigilator provided they do not have enrolment in courses which have examinations being completed. When filling posted vacancies, the University shall give primary consideration to the qualifications, experience, skill and ability of the applicants for the position.

Exam Invigilators that are hired for the Academic Year are understood to be employed for the entire Winter Session, both Term 1 (Fall) and Term 2 (Winter). Exam Invigilators who are employed for the Summer Session are understood to be employed for both Summer Terms. At the end of each session, employees will be canvassed about their desire to work in the following Sessions.

Invigilators and Senior Invigilators employed in the prior Academic Year shall be returned in seniority order.

B. JOB POSTING

All vacant positions within the bargaining unit shall be posted for a minimum of ten (10) working days. All postings shall include the job title, a summary of the job duties, minimum qualifications, term of employment, and pay. Postings will be sent to each academic faculty.

C. PROBATIONARY PERIOD

All newly hired employees shall be required to complete a probationary period of eighty (80) hours, or four (4) months, whichever comes first. This probationary period provides an opportunity for the University to assess each employee's suitability for continued employment. This period may only be extended by mutual agreement between the parties.

D. SENIORITY

Seniority shall be based on hours of service, and will accrue from the first day of employment. Service does not need to be continuous for seniority to be maintained. However, unless employees are provided with an approved leave, employees experience loss of seniority if they do not work the Winter Session of an Academic Year. Seniority shall be determinative in seasonal return, layoff, and recall.

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

E. HOURS OF WORK

Employees shall have a daily maximum of eight (8) hours and weekly maximum of forty (40) hours.

Shifts normally last 4 hours. The first shift normally begins at 7:30 AM. The last shift normally ends at 10:00PM. Shifts normally occur from Monday to Friday.

F. OVERTIME

Overtime is that time worked in excess of each employee's maximum hours as defined in "Hours of Work". 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.

G. SCHEDULING

Employees will be scheduled on a weekly basis and schedules will be posted weekly on Friday before 5pm prior to the week in question.

With the exception of the final examination period, availabilities will be required on a weekly basis to be provided before end of day Thursday for the following week. For the final examination period (December/April), availabilities for the full month must be provided no later than 7 days prior to the first day of final examinations. For example, if examinations commence on December 4, availabilities for the month of December must be provided no later than 11:59 PM on November 26.

H. SAFE TRANSPORTATION

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

Where an employee is required to work after 11:00 p.m. or before 6:00 a.m. due to extenuating circumstances resulting from the direction of the University or other unplanned event, and are unable to rely upon their normal mode of transportation at night, the employee shall be eligible for reimbursement for reasonable transportation costs to their place of residence.

I. VACATION

Vacation pay shall be calculated and paid to employees semi-monthly with their normal

Employees may access Supplemental Employment Benefits under Letter of Agreement B 11, provided the employee is eligible for Employment Insurance benefits solely on the basis of their employment with the University. If an employee is not eligible, they may apply to the union for financial assistance as outlined under Article B 6.05 (b).

iv) Bereavement Leave

Employees are entitled to Bereavement Leave in accordance with Article B6.03 of the *Collective Agreement*.

v) Leave of Absence for Union Business

Employees are entitled to Leave of Absence for Union Business in accordance with Article B6.08 of the *Collective Agreement*.

vi) Leave for Domestic Violence

Employees are entitled to Leave for Domestic Violence in accordance with Article B6.12 of the *Collective Agreement*.

vii) Statutory Leave

The Employer recognizes its statutory obligations to provide unpaid leaves to employees for situations not described in any other provision of the *Collective Agreement*.

L. WORKPLACE COMMITTEE

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

The Local Working Committee shall meet as often as the representatives determine for the purpose of discussing issues in the department; including but not limited to workload. The University and the Union agree that the Local Working Committee does not have the ability to bind the parties as to the interpretation or application of the provisions of the *Collective Agreement*.

The parties agree that unresolved matters arising from the Local Working Committee may be referred to the Labour Management Committee as set out in Article A8 of the *Collective Agreement*.

M. WAGES & CLASSIFICATIONS

a) Salaries

EFFECTIVE DATES

Classification	Sept 1 2022	Sept 1 2023	Sept 1 2024
Exam Invigilator	\$20.90/hr	\$23.11/hr	**
Senior Exam Invigilator	\$26.06/hr	\$27.82/hr	**

** Wage rate for 2024 will be determined in accordance with Letter of Agreement – Cost of Living Allowance.

b) Classifications

(i) Exam Invigilator

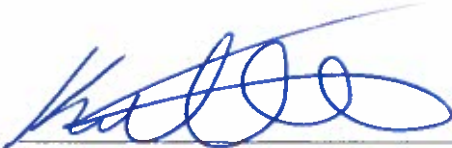
Exam Invigilators check-in students for their exams, start and end exams, support students who have questions including contacting instructors for clarification, and provide ongoing invigilation during an exam.

(ii) Senior Exam Invigilator

Senior Exam Invigilators are Exam Invigilators that are appointed to provide invigilation expertise during high-volume periods.

For the University:

For the Union:



Korey Onyskevitch
Senior Employee Relations Manager



David Huxtable
Advocate

JUNE 28, 2023

Date

JUNE 28, 2023

Date

University Response

Date: June 8

Time: 9:25 am

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: **Housekeeping changes to C1 through C3**

*Note: Articles C1 and C3 have been switched in their entirety. All other changes illustrated in the usual way.

ARTICLE C 1 - DEFINITION OF EMPLOYEE

C 1.01 Employee

(a) An employee shall mean any person employed by the Employer who is covered by the certification granted the Union by the L.R.B. of British Columbia on March 27, 1980 and varied on February 20, 1989.

(b) The Employer hires employees in the following categories: **continuing regular** or casual; on either a full-time or part-time basis.

C 1.02 Continuing Regular and Casual Employees

a) An **continuing regular** employee shall mean **is** an employee who is **has been** hired to fill a position of more than ~~two (2) months~~ **9 weeks** duration or a casual employee who has passed their probationary period. Such employees may be hired to work either full-time or part-time.

b) A casual employee shall mean an employee who is hired to fill a short-term position to a maximum of nine (9) weeks' duration except by mutual agreement of the parties.

~~c) Casual employees may be employed as substitutes to fill short term leaves up to one (1) week duration for sickness or approved absences. Extensions may be granted upon mutual agreement of the parties.~~

~~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 C 5.02](#))~~

~~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 A 14.01](#))~~

~~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) ~~Compassionate Leave ([Article C 5.05](#))~~

~~The continuing part-time employees shall receive pay for compassionate leave on a pro-rata basis, according to the number of hours worked in the previous month.~~

d) ~~Vacation Entitlement ([Article C 4.00](#))~~

~~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.~~

a) ~~Maternity Leave ([Article C 5.03](#))~~

~~Continuing part-time employees who are paid by the month shall receive pay for Maternity Leave according to [Article C 5.03](#).~~

C 1.03 Regular Full-Time and Part-Time and Casual Employees

a) A full-time employee shall mean an employee who has a workload of at least fifteen (15) instructional contact hours per week.

b) A part-time employee shall mean an employee who has a workload of between eight (8) and fourteen (14) inclusive instructional contact hours per week.

c) ~~The status and year plans of employees shall be made known, where possible, by the end of April each year.~~

d)

(i) ~~A casual employee shall mean an employee who is hired to fill a short-term position to a maximum of nine (9) weeks' duration except by mutual agreement of the parties.~~

(ii) ~~Casual employees may be employed as substitutes to fill short-term leaves up to one (1) week duration for sickness or approved absences. Extensions may be granted upon mutual agreement of the parties.~~

e) **Changing Status**

(i) Employees on the Seniority List **are permitted to change their full-time or part-time status from the previous year, and shall notify the University no later than June 30 of each year of their full-time or part-time status for the following academic year. A "year" means from the first day of the fall designated programs to the day preceding the first day of the following fall designated programs.** ~~Employees may declare themselves full-time or part-time. For clarity, employees are permitted to change their status from the previous year. Any change in status from part-time to full-time declared at this time will be accommodated as per seniority subject to the availability of work. The University~~

shall not bump or displace full-time employees to accommodate a status change request.

In the absence of any declaration, employees who taught or will teach full-time, **or were on paid full-time leave**, for at least thirty-four (34) weeks in the current **academic year** will be assumed to have declared full-time for the following **academic year**. For the purposes of this article, weeks on paid full-time leave will be counted towards the thirty-four (34) weeks. All others will be assumed to have declared part-time.

- (ii) Part-time employees may request a full-time assignment sixty (60) days prior to the beginning of any available work. The University shall accommodate such requests subject to the operational requirements, requests made pursuant to [C 3.03 \(e\) \(i\)](#), and seniority, in that order.

Requests made after the sixty (60) day deadline shall only be accommodated after giving consideration to all other requests; including employees on layoff, non-seniority list bargaining unit members, and casuals already hired for an assignment.

C 1.04 Continuing Regular Part-Time Employee Benefits:

Continuing Regular part-time employees shall receive all the rights and privileges of this Agreement except as noted below:

- a) **Sick Leave ([Article C 5.02](#))**
~~The continuing~~ **Regular** part-time employees shall receive sick leave **pay** on a pro rata basis, according to the number of hours worked in the previous month.
- b) **Statutory Holidays ([Article A 14.01](#))**
~~The continuing~~ **Regular** part-time employees who **has have** 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~~ **Regular** part-time employees who **has have** worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.
- c) **Compassionate Bereavement Leave ([Article C 5.05](#))**
~~The continuing~~ **Regular** part-time employees shall receive pay for **bereavement** ~~compassionate~~ leave on a pro rata basis, according to the number of hours worked in the previous month.
- d) **Vacation Entitlement ([Article C 4.00](#))**
~~Continuing-Regular~~ part-time employees shall accumulate and receive vacation **pay entitlement** on a pro rata basis according to the number of hours worked in each month.
- e) **Maternity Leave ([Article C 5.03](#))**
~~Continuing~~ **Regular** part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article C 5.03.

C 1.04 Retirement

Employees may retire at any time after the fifty-fifth (55th) birthday.

All employees, upon retirement from the Employer:

- a) ~~shall receive a lifetime University Library card, renewable yearly;~~
- b) ~~be entitled to the same vacation which they would have had if they continued working to the end of the calendar year;~~

ARTICLE C 2 HOURS OF WORK AND WORKLOAD

C 2.01 Hours of Work

- (a) The Employer shall not require any employee to teach without interruption for more than two (2) consecutive hours. Employees shall be entitled to a twenty (20) minute break every two (2) hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.
- (b) On any given day, the Employer shall not require an employee's scheduled duties to span a period of more than eight (8) hours without their agreement.
- (c) The Employer shall not require any employee to perform teaching or related duties amounting to more than seven (7) hours per day without their agreement.
- (d) The Employer shall make every reasonable effort not to reschedule work in such a way that an employee must accept a reduced workload, resign or be dismissed.

C 2.02 Terms Standard Work Week and Standard Work Year

- (a) "Standard work week" shall mean a five (5) day work week and have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of eighteen (18) instructional contact hours with the remaining hours to be associated duties.
- (b)
 - (i) "Standard work year" shall comprise forty-two (42) weeks of instructional contact.
 - (ii) The forty-two (42) weeks of instructional contact referred to in Article C 2.02 (b) (i) may be extended for one or more employees by mutual agreement of the employee and the employer by up to four (4) weeks in the event of operational requirements. Notwithstanding Article C 10.01, and subject to Article C 2.01 (c), an employee who works in that four (4) week period shall be paid their regular wages and not overtime pay.
- (c) Duties and responsibilities include:
 - (i) Assesses students for level placement and conducts student orientation;
 - (ii) Instructs students in assigned courses;
 - (iii) Prepares course outlines and daily lessons;
 - (iv) Assigns, receives and marks student course work and provides regular feedback;
 - (v) Evaluates and/or appraises students as required and keeps appropriate records;
 - (vi) Advises and consults with students regarding their linguistic progress;
 - (vii) Organizes and maintains course files and materials;
 - (viii) Conducts educational field trips and other special class activities;

- (ix) Attends socio-cultural functions **and other program events** as required;
- (x) Holds office hours as required;
- (xi) Attends staff, committee, professional development and other ELI meetings;
- (xii) Remains current with and incorporates new learning technologies into classroom teachings;
- (xiii) Trains student teachers;
- (xiv) Prepares course development materials on approved instructional time release;
- (xv) Works on special projects as agreed with the department head or designate;
- (xvi) Remains current in field of instruction **and with ELI course curriculum**;
- (xvii) Attends and presents workshops at EAL professional development events;
- (xviii) Performs such other associated duties as may be assigned.

ARTICLE C 3 - PROMOTION, JOB POSTING AND SELECTION

C 3.01 Job Postings

All vacant positions within the bargaining unit shall be posted and distributed by electronic means to all working members of the bargaining unit at least five (5) working days prior to the expected closing date of the posting. They shall be posted at least sixty (60) calendar days prior to the commencement of the position, where possible.

A copy of all job postings shall be sent to the Union office and to all employees on the recall list.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications, term of employment, and pay range. Each notice shall state: "UBC hires on the basis of merit and is committed to employment equity. We encourage all qualified applicants to apply."

C 3.02 Right to Apply

- (a) Any employee shall have the right to apply for any posted vacancy.
- (b) Upon request, unsuccessful applicants shall be notified in writing of the reasons they were unsuccessful.

C 3.03 Hiring Policy

- (a)
 - (i) The Employer shall fill vacancies from within the bargaining unit in order of seniority, providing employees are available with the required minimum qualifications before hiring new employees.
 - (ii) Seniority shall determine course assignment and schedule selection in accordance with C 1.03 (a)(i).
- (b) Minimum qualifications are:
 - (i) An applicable Masters' Degree;
 - (ii) Instructors shall have a knowledge of the language to be taught which is equivalent to that of a native speaker;

- (iii) Instructors shall have suitable training in methods and techniques of language instruction.
- (c) Any change in the minimum qualifications for any position in the bargaining unit will be made only upon mutual agreement in writing between the parties.
- (d) A new employee shall complete a probationary period as follows:
 - (i) satisfactory completion of thirty-three (33) ~~teaching weeks where thirty-two (32) teaching weeks were completed within the~~ **designated programs; or**
 - (ii) satisfactory completion of the teaching requirements of a standard work year as defined in Article [C 2.02 \(b\)\(i\)](#).

An employee shall be required to complete the teaching requirements of the probationary period within the time period set out in [Article C 8.02\(a\)](#).

Upon application by the employee, the probationary period may be extended by a reasonable period of time.

The Employer shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked. See also [Article A 16.03](#).

C 3.04 Work Opportunities

All anticipated (confirmed and tentative) work opportunities in the bargaining unit ~~in each academic year~~ will be posted. **Any changes to these work opportunities, or additional work opportunities will be posted as soon as possible.** ~~These anticipated work opportunities will be updated and posted as changes occur.~~ Where possible employees will have ten (10) working days to indicate their interest in posted work opportunities.

In the event a new work opportunity is posted after employees have indicated their interest as above, employees can indicate their interest in the new work opportunity within ten (10) working days of the posting, where possible. ~~Such interest will only be considered where their original chosen opportunity has not commenced~~ **If their original chosen opportunity has already commenced, their interest in the new opportunity will not be considered.**

If a chosen work opportunity (a program or an opportunity within a program) does not materialize for an employee, then in the following order:

- (a) work in a program of equivalent length with approximately the same dates will be sought provided the program has not started;
- (b) if such work is not available, then work in a program of a different length and/or different dates will be sought provided the program has not started;
- (c) if such work is not available, then the employee and the Department Head or designate may reach mutual agreement upon a project of equivalent length;
- (d) if a mutually agreed project of equivalent length is not available, then the employee will take leave of absence without pay.

C 3.05 Temporary Assignments Out of the Bargaining Unit

In the event the Employer offers and an employee accepts a temporary assignment out of the bargaining unit but within the University, the duration of that temporary assignment shall normally be for no longer than twelve (12) months duration with the exception of leave of absence, including maternity/parental leave. The duration of a temporary assignment out of the bargaining unit may be extended upon the mutual agreement of the Union and the Employer. Should a temporary assignment out of the bargaining unit end during the session, the temporary assignment will continue until the end of that session. To accept or reject a temporary assignment out of the bargaining unit shall be the employee's choice.

C 3.06 Secondment

Employees can be seconded for a period of up to two (2) years.

C 3.07 Selection Committees

Where a selection committee is established to fill vacant positions within the bargaining unit, the Union can appoint up to two (2) members of the selection committee. The purpose of the selection committee is to recommend to the Employer, which has the responsibility for the final hiring decision, an appropriate candidate or candidates for such positions. Appointments shall normally be made only after the selection committee has made a recommendation to the Employer.

The members of the selection committee appointed by the Union will be released from their normal duties for meetings of the selection committee. They will not incur any loss of pay for attendance at such meetings.

ARTICLE C 4 - VACATIONS

[...]

C 4.03 Retirement

All employees, upon retirement from the Employer, shall be entitled to the same vacation which they would have had if they continued working to the end of the calendar year.

[...]

ARTICLE C 12 - GENERAL

[...]

C 12.02 Employees' Library Card

Employees shall be entitled to a free, personal Faculty Library Card, renewable yearly, for the duration of their employment with the Employer. **All employees, upon retirement from the Employer shall receive a lifetime University Library card, renewable yearly.**

[...]

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 8, 2023

Date

June 8, 2023

Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 14

Time Tabled: 3:30

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE C 2.02 (D) – INSTRUCTORS' YEAR PLAN

- d) The Instructors' year plan shall be provided to all employees on an annual basis and include the following information: instructional hours, vacation time, non-instructional hours, project work and unpaid time off.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 14
10:53 am

University Proposal:

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

Between the
University of British Columbia
And
The Canadian Union of Public Employees
Local 2278

OK

Re: ARTICLE C3.03 – HIRING POLICY

- (a)
- (i) The Employer shall fill vacancies from within the bargaining unit in order of seniority, providing employees are available with the required minimum qualifications before hiring new employees.
 - (ii) Seniority shall determine course assignment and schedule selection in accordance with C 1.03 (a)(i).
- (b) Minimum qualifications are:
- (i) An applicable Masters' Degree;
 - (ii) Instructors shall have a knowledge of the language to be taught which is equivalent to that of a native speaker;
 - (iii) Instructors shall have suitable training in methods and techniques of language instruction;
 - (iv) **Three (3) years of relevant experience.**
- (c) Any change in the minimum qualifications for any position in the bargaining unit will be made only upon mutual agreement in writing between the parties.
- (d) A new employee shall complete a probationary period as follows:
- (i) satisfactory completion of thirty-three (33) teaching weeks where thirty-two (32) teaching weeks were completed within the designated programs; or,

Date Tabled: _____

Time Tabled: _____

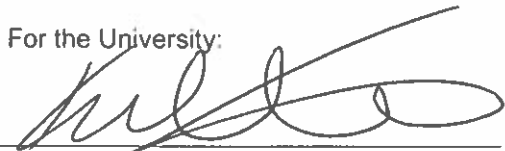
- (ii) satisfactory completion of the teaching requirements of a standard work year as defined in Article C 2.02 (b)(i).

An employee shall be required to complete the teaching requirements of the probationary period within the time period set out in Article C 8.02(a).

Upon application by the employee, the probationary period may be extended by a reasonable period of time.

The Employer shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked. See also Article A 16.03.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 14, 2023
Date

For the Union:



David Huxtable
Advocate

June 14, 2023
Date

Date Tabled: June 28
Time Tabled: 5:30 pm

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE C 5.01 – LEAVE OF ABSENCE WITHOUT PAY

- (a) An employee (full-time or part-time) may apply for a leave of absence without pay for up to **one (1) year, with the possibility of extension to two (2) years without loss of seniority. Leaves of absence and extensions shall not be unreasonably denied.**
- (b) The employee shall submit a request in writing to the Department Head, normally no later than two (2) months prior to the 1st day of term, stating the reasons for the leave. Requests submitted later than two (2) months prior to the 1st day of term will be considered provided the employee provides a reasonable explanation for the later request. The Employer shall reply within one (1) month to ~~all such requests make every effort 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.
- (c) Upon return to work, the employee shall be placed in their former position.
- (d) An employee on leave may maintain coverage on the following plans by ~~providing post-dated cheques~~ **making the appropriate arrangements to the Department of Financial Services for pay** their share of the following premiums/contributions:
- Medical Plan
 - Dental Plan
 - Extended Health Plan
 - Group Life Insurance Plan
 - Long-Term Disability Insurance Plan
 - Pension Plan
- (e) A leave of absence must be full-time.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

Union Proposal

Date: June 8
Time: 9:55 am (?)

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

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: **Housekeeping: change heading of C 5.02**

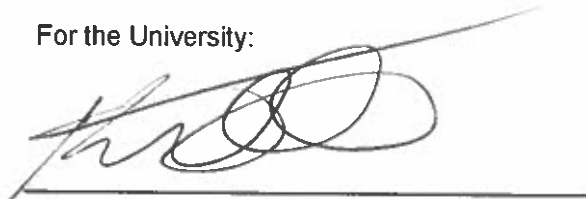
C 5.02 Sick Leave

[...]

(d) Sick Leave Pay

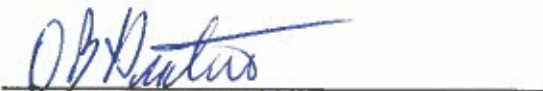
- (i) Employees will be granted leave of absence with pay due to illness or injury, up to a maximum of six (6) months for each illness or injury.
- (ii) New employees in their probationary period will be granted sick leave with pay due to illness or injury, up to the number of days in their sick leave reserve. A new full-time employee in their probationary period will accumulate sick leave at a rate of one and a quarter (1 ¼) days for each month worked. A new part-time employee in their probationary period will accumulate sick leave as above, prorated based on percentage of appointment.
- (iii) A probationary employee's probationary period will be extended in the event they accumulate sick leave of one (1) month or more, by the period of the sick leave accumulated.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

JUNE 8, 2023
Date

June 8, 2023
Date

Union Proposal

Date: June 28
Time: 5:32 pm

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: ARTICLE C 5.05 – BEREAVEMENT LEAVE

In case of death in the immediate family, an employee shall be entitled to **five (5) full working days** time off without loss of pay upon notification to the Department Head, through their Supervisor.

~~An employee shall be granted five (5) full working days leave without loss of pay upon the notification of death. Immediate family shall include~~ of a parent, parent-in-law, spouse wife, husband, common-law spouse or partner, same sex spouse, or child. **children, grandchildren, sibling, sibling-in-law, 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.**

~~An employee shall be granted three (3) full working days leave without loss of pay upon the notification of death of a brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild.~~

For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or their community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).

In special circumstances, including the death of a family member not listed above, an employee may be granted further leave without loss of pay.

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023

Date

June 28, 2023

Date

Union Proposal

Date: June 28

Time: 5:26 pm

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278


Re:

C 5.07 Leave of Absence for Union Business

~~Official representatives of the Union will be granted leave of absence without pay to attend to the business of the Union conventions or to perform any other function on behalf of the Union and its affiliated organizations affiliation(s).~~ It is agreed that the Department Head **and the Direct Supervisor** ~~and the Department of Human Resources~~ will be given at least ten (10) days advance notice in writing, or in case of an emergency, as much notice as possible in writing. **Such a leave shall not be unreasonably denied nor shall it prejudice future assignments or reappointment.** It is understood that such leaves of absence **shall not be unreasonably denied and** must not interfere with the normal functions of any University department.

For the University:

For the Union:



Korey Gnyskévitch
Senior Employee Relations Manager



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date

Date Tabled: June 28

Time Tabled: 7:04

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE C5.08 – 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, Hoobiye, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

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, as applicable.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under C5.05 – Bereavement Leave, as applicable.

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 28

Time Tabled: 5:32pm

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE C5.09 – RELIGIOUS AND CULTURAL OBSERVANCE LEAVE

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

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

Employees may request to take the time off as an unpaid leave of absence in accordance with Article C5.01, vacation in accordance with Article C4, or by rescheduling their work hours, subject to operational requirements.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date

University Response

Date: June 28
Time: 8:19

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

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: **Article 11 - Layoff and Recall**

ARTICLE C 11 - LAYOFF AND RECALL

C 11.01 Definition of Layoff

A layoff shall be defined as a reduction in the workforce or a reduction in an employee's regular hours of work.

C 11.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority in accordance with Article C 8.

C 11.03 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

C 11.04 Recall Procedure

(a) Recall to previous regular position

- i) Employees shall be recalled in the order of their seniority.
- ii) Employees shall remain on the recall list for twelve (12) months.
- iii) **Employees shall be given no less than fifteen (15) working days' notice of recall prior to the first day back to work.**
- iv) **Failure to acknowledge notice of recall within ten (10) working days, unless due to reasonable circumstances, will result in the forfeiture of seniority and recall rights.**

(b) Short-Term Recall (See Letter of Understanding C1)

- i) **Employees on recall shall be canvassed two (2) months prior to a short-term work opportunity.**
- ii) **Employees shall reply to this canvas within five (5) working days.**

- iii) **Employees who accept the work opportunity shall be recalled in the order of their seniority.**
- iv) **Employees must respond to the notice of recall within five (5) working days.**
- v) **Refusing a recall after accepting a work opportunity, unless due to reasonable circumstances, may lead to forfeiture of future short-term work opportunities for the remainder of your recall period.**

C 11.05 Advance Notice of Layoff

The Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available. **Upon notification of layoff, an employee may elect to be placed on recall in accordance with Article C 11.04 or elect severance in accordance with Article C 11.08.**

C 11.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at [Step III](#) of the Grievance Procedure.

C 11.07 Technological Change and Significant Operational Challenges

Where applicable and/or practicable, employees who are about to become displaced by and who have received notice of layoff due to technological change **or significant operational challenges, and who have received notice of layoff**, will be eligible for retraining to equip them for the operation of such new equipment and procedures new work parameters, **practices, technologies**, and duties resulting from these changes **or challenges**. Such retraining shall be at the Employer's expense and, whenever possible, shall occur during working hours.

Eligibility for retraining shall be based on the employee's capability to perform the duties resulting from these **technological changes or challenges** within a three (3) month training period. If an employee has such capabilities, retraining must be offered. An employee who is offered retraining shall inform the Department Head in writing within one (1) month of receiving notice whether they intend to accept retraining.

If not applicable and/or practicable, or in cases where the employee on notice chooses not to accept such retraining, the employee shall inform their Department Head in writing which of the following options they have selected:

- (i) lay off with recall rights for twelve (12) months; or
- (ii) termination of employment with severance pay and relinquishment of recall rights.

Selection of one option precludes selection of the other, and failure to make a selection will result in the employee being placed on the recall list.

Severance pay will be based on the employee's average weekly wage **in the last two (2) months worked, during the employee's highest earning year**, exclusive of overtime, and will be calculated in accordance with the following formula:

- (i) for completed service of six (6) months but less than one (1) year, two (2) weeks' pay,
- (ii) for completed service of one year but less than three (3) years, three (3) weeks' pay,
- (iii) each additional completed year of service, commencing at four (4) years, an additional week's pay, to a maximum of twelve (12) weeks.

C 11.08 Severance in Lieu of Layoff/Recall

Employees who have elected for severance pay upon notification of layoff will be entitled to severance pay as follows:

- (i) for completed service of six (6) months but less than one (1) year, two (2) weeks' pay,
- (ii) for completed service of one year but less than three (3) years, three (3) weeks' pay,
- (iii) each additional completed year of service, commencing at four (4) years, an additional week's pay, to a maximum of twelve (12) weeks.

C 11.09 Preparation Time Upon Returning From Layoff

An employee returning from layoff will be returned to payroll with enough time to prepare for their upcoming course. This preparation time may include course planning, preparing materials, attending meetings, learning new programs, materials, or technology. An employee's return to work date will be negotiable, and dependent upon such factors as the length they have been away, the introduction of new technology, programs, and materials. Failing agreement, the matter may be referred to the grievance procedure.

For the University:

For the Union:



Korey Onyskevitch
Senior Employee Relations Manager



David Huxtable
Advocate

June 28, 2023

Date

June 28, 2023

Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 28

Time Tabled: 8:16

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE C13 - SALARY AND STIPENDS

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

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

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date

Date Tabled: June 20

Time Tabled: 1:14pm

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: ARTICLE C13 – SALARY & STIPENDS

~~C 13.02 English as an Additional Language Head Instructor~~

~~Employees appointed to the position of English as an Additional Language Head Instructor shall receive two hundred and fifty (\$250.00) per month above their regular salary as outlined above.~~

~~See Appendix I for the qualifications and list of duties and responsibilities of English as an Additional Language Head Instructor position.~~

~~When new English as an Additional Language Head Instructor positions are created, the Employer will consult with the Union to determine an appropriate job description.~~

~~All English as an Additional Language Head Instructor positions will be limited to a three (3) year appointment period at which time the position will be re-posted.~~

~~English as an Additional Language Head Instructor positions may be extended beyond the three (3) year appointment period with approval of the Union.~~

~~It is agreed that the Employer will not be required to replace more than one (1) English as an Additional Language Head Instructor in a six (6) month period.~~

C 13.032 Part-Time Salary

Part-time employees shall be paid on a pro rata basis using eighteen (18) instructional contact hours per week as the basis for the pro rata division.

~~C 13.04 Master's Degree~~

~~Employees who complete a Master's degree will receive a one (1) step increase in wages on the first of the month following their graduation, as confirmed by the Registrar's Office, or six (6) months after the effective date of their last step increase, whichever comes later. The date of this step increase will then become their anniversary date for the purposes of future step increases. Should there be a dispute on whether an employee has an equivalent of a master's degree in TESL, the Director of the ELI (or their designate) and the union representative of CUPE Local 2278 Component II shall meet to resolve the matter.~~

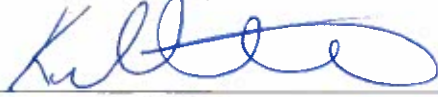
~~Should they be unable to resolve the issue, the parties will select a neutral third person to make the decision, for example a professional in TESL. Should the parties be unable to agree upon a neutral third person, the matter will go to arbitration as per the Collective Agreement.~~

C 13.053 Payment for Seminars and Workshops

Periodically, the English Language Institute will conduct seminars and workshops which employees will have an opportunity to lead.

When these are over and above an employee's regular load, the employee will be paid at the honoraria rate established by the University.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

Date Tabled: Mar 28

Time Tabled: 1:30pm

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

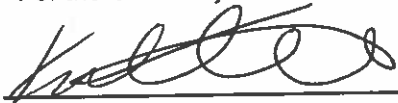
Re: LETTER OF UNDERSTANDING A1 - RE: EXPEDITED ARBITRATION

The parties agree to the following terms for dispute resolution through referral to Expedited Arbitration:

1. The parties shall determine, by mutual agreement, those grievances suitable for Expedited Arbitration.
2. Those grievances agreed to be suitable for the Expedited Arbitration shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. The parties will each prepare and submit to the Arbitrator a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
5. The parties may make oral submissions, but each party's submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.
6. Prior to rendering a decision, the Arbitrator may:
 - (a) require the production of documents ~~they~~ **the Arbitrator** deems relevant to the grievance;
 - (b) examine any witnesses ~~they~~ **the Arbitrator** deems relevant to the grievance;and/or,
 - (c) assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The Arbitrator shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that ~~they~~ **the Arbitrator** considers reasonable, just and equitable in the circumstances.
8. The decision of the Arbitrator may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.
9. 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.

10. The parties shall equally share the costs of the fees and expenses of the Arbitrator
11. The Arbitrator shall be chosen by agreement between the parties. Failing agreement, the arbitrator shall be Vince Ready, Mark Brown, Corinn Bell, Julie Nichols, Ken Saunders, or Michael Fleming based on availability.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

JUNE 13 2023

Date

For the Union:



David Huxtable
Advocate

JUNE 13, 2023

Date

Date Tabled: June 21

Time Tabled: 10:48

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LOU - 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 five hundred dollars (\$500) per pay period, the parties agree to reach an agreement on repayment terms within thirty (30) calendar days;
 - b. For employees earning more than five hundred dollars (\$500) but less than one thousand dollars (\$1000.00) per pay period, the maximum amount deducted per pay period shall be twenty-five dollars (\$25.00);
 - c. 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);
 - d. 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);
 - e. 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 relative related to this Letter of Understanding will be heard at Step 3 and referred to Expedited Arbitration.
5. In the event the employee leaves the employment of the University before the University is able to fully recover an overpayment, the University shall be entitled to make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.
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.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 21, 2023
Date

For the Union:



David Huxtable
Advocate

June 21, 2023
Date

Date Tabled: June 22

Time Tabled: 1:00 PM

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: **NEW LETTER OF UNDERSTANDING # – 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 and manners to further promote equity, diversity and inclusion within the Collective Agreement and to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented.

The purpose of the working group is to:

- 1) 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.
- 2) Where appropriate, the working group may recommend changes to the Collective Agreement consistent with Article A1.03 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.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 22, 2023
Date

For the Union:



David Huxtable
Advocate

June 22, 2023
Date

Date Tabled: Apr 11

Time Tabled: 3:10

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

**Re: LETTER OF AGREEMENT - RE: COLLECTIVE AGREEMENT - FRENCH LANGUAGE
TRANSLATION**

The parties agree to the translation of the Collective Agreement in French. Translation services will be provided by the Union.

Should a question of interpretation arise from any Article of this Collective Agreement, the English language version of the Collective Agreement will prevail.

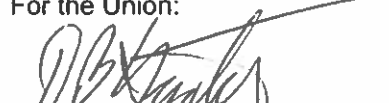
For the University:



Korey Onyskevitch
Senior Employee Relations Manager

April 25, 2023
Date

For the Union:



David Huxtable
Advocate

April 25, 2023
Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 22

Time Tabled: 1:00 pm

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF AGREEMENT – COST OF LIVING ADJUSTMENTS

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Schedule B1 and Article C13 of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

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

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

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 22, 2023
Date

June 22, 2023
Date

Date Tabled: June 28

Time Tabled: 11:49

Union Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF AGREEMENT- TARGETED WAGE ADJUSTMENT (UTA 1)

In recognition of the low wage rate of the UTA 1 classification relative to other classifications in the Collective Agreement, the University will provide wage adjustments to address such.

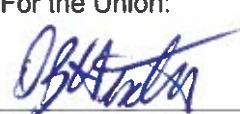
The adjustments will be made effective September 1, 2023 in the amount of \$0.25/hour in the UTA 1 classification.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023

June 28
10:06 AM

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees

Local 2278

Re: LETTER OF AGREEMENT- TARGETED WAGE ADJUSTMENT (UTA 2)

In recognition of the low wage rate of the UTA 2 classification relative to other classifications in the Collective Agreement, the University will provide wage adjustments to address such.

The adjustments will be made effective September 1, 2023 in the amount of ~~\$0.50~~ \$0.75/hour and September 1, 2024 in the amount of ~~\$0.50~~ \$0.25/hour in the UTA 2 classification.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

2 June 28, 2023

June 28
10:06 AM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF AGREEMENT- TARGETED WAGE ADJUSTMENT (INVIGILATORS IN THE CENTRE FOR ACCESSIBILITY)

In recognition of the low wage rate of the Invigilator classification relative to other classifications in the Collective Agreement, the University will provide wage adjustments to address such.

The adjustments will be made effective September 1, 2023 in the amount of ~~\$0.50~~ \$0.75/hour and September 1, 2024 in the amount of ~~\$0.50~~ \$0.25/hour in the Invigilator classification.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023

Date

June 28, 2023

Date

University Response

Date: June 6
Time: 11:22 am

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

Between the
University of British Columbia
And
Canadian Union of Public Employees, Local 2278

Re: **LETTER OF UNDERSTANDING B 1 RE: REQUIRED SERVICE**

LETTER OF UNDERSTANDING B 1 RE: REQUIRED SERVICE

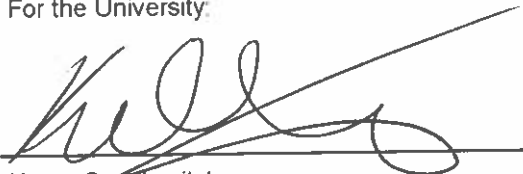
The Union and University agree that the Departments listed within this Letter of Understanding shall be allowed to make Teaching Assistant appointments mandatory for graduate students as follows:

1. It is understood that the degree program requirements in **these** Departments include service as a Teaching Assistant.
2. It is understood that this service requirement must be considered when making appointments under Article B 3.03 of the Collective Agreement.
3. **It is understood that graduate students may apply for and be appointed to Teaching Assistant appointments beyond the minimum degree program requirements.**
4. ~~It is understood that such appointments shall not impact other funding or employment opportunities.~~

Departments requiring mandatory Teaching Assistant appointments, **subject to Senate approval of mandatory service** and pursuant to this Letter of Understanding are:

- Biochemistry and Molecular Biology
- Microbiology and Immunology

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 13, 2023
Date

June 13, 2023
Date

Date Tabled: MAR 28

Time Tabled: 1:30pm

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF UNDERSTANDING B2 - RE: ELECTRICAL ENGINEERING

It is agreed that, in the Department of Electrical Engineering, there can be a combined Winter Session/Summer Session teaching assistant appointment and job posting. Such an appointment and posting will otherwise conform to the conditions set out in [Article B 3](#) of the Collective Agreement.

For the University:


Korey Onyskevitch
Senior Employee Relations Manager

For the Union:


David Huxtable
Advocate

MAY 23, 2023
Date

MAY 23, 2023
Date

Date Tabled: MAR 28

Time Tabled: 1:30 pm

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

**Re: LETTER OF UNDERSTANDING B4 - RE: EXCHANGE STUDENTS IN THE
DEPARTMENT OF FRENCH, HISPANIC & ITALIAN STUDIES**

It is agreed that when a graduate student exchange takes place in the Department of French, Hispanic and Italian Studies that the exchange student shall be granted a teaching assistant appointment equivalent to that currently held by the U.B.C. student. All the conditions of Article B 3 will apply including preference for reappointment. In any case, no member of the bargaining unit will be denied an appointment as a result of the exchange. The U.B.C. exchange student will be guaranteed an appointment equal to or greater than ~~their~~ appointment in the bargaining unit.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

MARCH 28 2022
Date

March 28, 2022
Date

Date Tabled: June 28, 2023

Time Tabled: 10:13 am

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF UNDERSTANDING #B5 – SENIOR TEACHING ASSISTANTS

In order to improve service delivery to students through a focus on teaching quality, the parties agree to revise the Senior Teaching Assistant ("STA") classification to expand eligibility for an STA role to those employees that have substantial teaching experience, evidence of professional development, or achievement as a TA. The types of experience would include one or more of the following:

1. Have engaged in professional development activities to improve teaching quality beyond the standard training for a class, department or program. This may include leading and facilitating standard TA training as opposed to participating in such training.
2. Have engaged in and applied pedagogical research related to teaching and teaching quality to the class or course.
3. Have, under the direct mentorship of the supervisor, developed/modified/delivered new curricular material such as lectures, worksheets, labs or discussion group topics.
4. Other evidence of a focus on teaching quality could include being nominated for or awarded teaching prizes (e.g. Killam graduate student awards).

The types of duties of an STA could include:

1. Engaging in and applying pedagogical research related to teaching and teaching quality that makes a substantial contribution to the class or course.
2. Under the direct mentorship of the supervisor, will develop/modify/deliver new curricular material such as lectures, worksheets, labs or discussion group topics.
3. Participate in training other TAs within a course.

As an appointment to a Senior Teaching Assistant position reflects work performed, preference under [Article B 3](#) does not apply. A Senior Teaching Assistant retains preference as a Graduate Teaching Assistant 1 or Graduate Teaching Assistant 2.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date

Date Tabled: June 6

Time Tabled: 2:10 PM

University Response:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF UNDERSTANDING B 6 RE: INTERDISCIPLINARY PROGRAMS

In an effort to encourage hiring of interdisciplinary, multidisciplinary, and trans-disciplinary students, **the following** Departments are not required to guarantee future positions to these students once they are hired.

~~The specific programs covered by this Letter of Understanding are:~~

- Interdisciplinary Studies Graduate Program
- Bioinformatics
- Cell and Developmental Biology
- Genetics Graduate Program
- Genome Science & Technology
- Interdisciplinary Oncology
- Neuroscience
- Sustainable Building Science Program

Students in these programs shall not be considered a Preferred Candidate as set out in Article B 3, **with the exception of students in the Interdisciplinary Studies Graduate Program who will be considered a Preferred Candidate as set out in Article B3 in the home department of the student's current supervisor.**

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date

Date Tabled: MAR 28

Time Tabled: 1:30 PM

Bargaining Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF AGREEMENT B11 - RE: MATERNITY LEAVE/PARENTAL LEAVE

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

The employee shall opt for the benefit described in Article B 6.05 or the Supplemental Employment Benefit (SEB) described below, but not both:

- (1) The object of the SEB is to supplement employment insurance (EI) benefits during a period of unemployment due to pregnancy.
- (2) The benefit level paid under the SEB is 95% of the employee's regular weekly earnings; the Employer will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI benefits 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.

- (3) During the maternity leave, the SEB benefit will be paid for **the duration of maternity leave EI benefits plus any statutory waiting period** ~~a total of seventeen (17) weeks for pregnancy [fifteen (15) weeks plus the two (2) week EI waiting period].~~
- (4) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under SEB. The Employer will verify the receipt of EI benefits by requiring the employees to submit EI statements.
- (5) Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified above.
- (6) Notwithstanding the provisions of Articles A 1.01 and A 2.04, the employee shall make a written agreement with the Employer 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) Subject to the provisions of Article B 3, the employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.
 - (B) The employee shall agree to repay to the Employer the gross benefit paid to the employee during the first two (2) weeks of the maternity or parental leave

for adoption and the gross benefit difference which was paid to the employee for balance of the maternity or parental leave for adoption, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.

- (7) If the employee refuses to make an agreement under (6) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Article B 6.05 shall apply.

IN ACCORDANCE WITH THE LETTER OF AGREEMENT
ARTICLE D6.04 – MATERNITY/ADOPTION LEAVE

I _____ after consulting with a Union representative or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave 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 agree 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 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 net salary received for the first two (2) weeks of maternity/adoption leave including my share of the premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated. I understand that if I do not make the required repayment, I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

March 28, 2023
Date

For the Union:



David Huxtable
Advocate

March 28, 2023
Date

Negotiations between UBC and CUPE 2278

Date Tabled: June 28

Time Tabled: 2:12 pm

Bargaining Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees

Local 2278

Re: LETTER OF AGREEMENT- UNION TIME OFF FOR UNION EXECUTIVE

The University agrees to pay the equivalent of 1.5 FTE at the Senior Teaching Assistant wage rate on an annual basis to be used towards executive positions or designates with the Union for the purpose of serving the current membership.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023

Date Tabled: June 28

Time Tabled: 3:05 pm

University Response:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF AGREEMENT- BENEFITS ADMINISTRATION

The parties agree to explore changes to the administration of the Health and Welfare component of Article B7.04 to facilitate a more efficient benefit with higher utilization with the intent to establish an agreed upon process for implementation by January 1, 2024 or as soon as practicably possible. It is understood that any changes would be funded from the allocation provided by the University to the Union in accordance with Article B7.04.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023

Union Proposal

Date: June 15
Time: 1:43 pm

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

Between the

University of British Columbia

And

Canadian Union of Public Employees, Local 2278

Re: Environmental Impact of the Centre for Accessibility

The parties agree that the Workplace Committee will discuss and assess in good faith the use of paper and other one time use plastics and disposable objects in the Center.

For the University:

For the Union:



Korey Onyskevitch
Senior Employee Relations Manager



David Huxtable
Advocate

June 28, 2023

Date

June ²⁸ 15, 2023

Date

Date Tabled: June 28

Time Tabled: 5:35 pm

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF UNDERSTANDING C1 RE: SHORT-TERM WORK OPPORTUNITIES

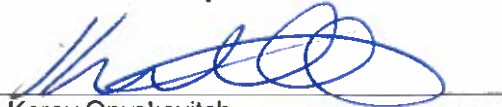
Where a ~~continuing~~ **regular** employee is laid off (but still has recall rights), and a work opportunity of ~~two months~~ **nine (9) weeks** or less arises for which the laid-off ~~continuing~~ **regular** employee meets the reasonable qualifications as set by the Employer, the Employer will offer the work opportunity to the laid-off ~~continuing~~ **regular** employee prior to offering it to a person not possessing recall rights. If the laid-off ~~continuing~~ **regular** employee accepts the work opportunity, they shall receive the benefits of the Collective Agreement except that they shall be paid a wage rate applicable to work opportunities of ~~two months~~ **nine (9) weeks** or less in duration.

The employee aforesaid shall not start a new 12-month recall period until and unless the cumulative total of such short-term appointments is greater than ~~two months~~ **nine (9) weeks** in the 12 months immediately following the employee's layoff.

The foregoing is without prejudice or precedent in relation to any other issues between the parties which may arise as regards bargaining unit work or casual employees. The University and the Union reserve their respective existing rights in that regard.

The application of the foregoing to individual cases will forthwith be undertaken directly between the parties. Any cases not resolved by the parties shall be referred to an agreed upon arbitrator for resolution.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

Date Tabled: June 28

Time Tabled: 5:34pm

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF UNDERSTANDING C 2 RE: C3 CORE-DESIGNATED PROGRAMS

The following provisions apply to the **designated programs**. and ~~Academic English Support, collectively referred to as the "Core Programs"~~.

1. Workload:

- a. An employee who teaches ~~two and one-half (2.5) full sessions~~ **five (5) – eight (8) week terms of a Core Designated Programs** shall be deemed to have met the instructional commitment set out in Article C 2.02(b)(i). Except as provided by Article C 4.00, no additional paid vacation or unpaid leave of absence will be granted, and employees will be required to perform non-instructional duties in the event of a shortfall between instructional contact and the workload requirements of C 2.02(b)(i).
- b. The Employer confirms that individual consideration will be given to proposed Instructors' Year Plans in a manner consistent with the current practice. Where a proposed Instructors' Year Plan does not meet the requirements of Article C 2.02 or provision (a) above, the Employer may deem that Plan to have met the instructional commitment where it is both reasonable and in the Employer's interests.
- c. In the case of conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding takes precedence.

2. Vacations:

- a. For each year, the Employer will establish a minimum number of employees required to deliver services throughout the year.
- b. Employees will indicate their vacation choices as follows:
 - i. At the end of the fourteenth (14th) week of the Fall Session for the following Spring Session.
 - ii. At the end of the fourteenth (14th) week of the Winter Session for the following Fall Session.
 - iii. At the end of the fourteenth (14th) week of the Spring session for the following Winter Session.

- c. Should the number of vacation requests cause the complement of available employee to fall below the minimum, vacation requests will be accommodated based on seniority.
- d. An employee who makes a vacation selection in accordance with this provision shall not be denied a vacation preference more than two (2) times in a three (3) year period based on the application of seniority.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023

Date

For the Union:



David Huxtable
Advocate

June 28, 2023

Date

June 8
2:05 PM

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF UNDERSTANDING ARTICLE C5.03- MATERNITY, ADOPTION AND PARENTAL LEAVE

Delete Appendix 2 and LOA C3 and replace with new LOU:

The Supplemental Employment Benefit (SEB) plan is to supplement the Employment Insurance Benefits received by workers for temporary unemployment caused by maternity leave, as per Article C5.03 (a).

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

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

- 3. This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.**
- 4. The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.**
- 5. Any period of leave of absence beyond the period of maternity leave set out in the *Employment Standards Act* shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions in accordance with Article C5.01 (d) and C5.03 (c) i.**
- 6. Notwithstanding the provisions of Article A1.01 and A2.04, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:**
 - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.**
 - b. The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were**

deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.

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

MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH THE LETTER OF UNDERSTANDING AGREEMENT - ARTICLE C
5.03 MATERNITY/PARENTAL LEAVE:

I _____ after consulting with a
(Employee)(please print)

Union representative and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that 95% of my maternity leave 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 agree 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 equivalent of 6 months' work, I agree to repay the University the gross salary received during the first two (2) weeks of maternity leave including my share of the premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated.

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

Dental Plan	\$ _____	Initial _____
Optional Group Life Insurance Plan	\$ _____	Initial _____
Long Term Disability Insurance Plan	\$ _____	Initial _____

Negotiations between UBC and CUPE 2278

Date Tabled: _____

Time Tabled: _____

Pension Plan \$ _____ Initial _____

Employee (signatur(e)) _____ Date

University of British Columbia _____ CUPE Local 2278
Representative¹

This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 2278, or the individual union representative.

¹ This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 2278, or the individual Union Representative.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 8, 2023

Date

June 8, 2023

Date

Date Tabled: June 28

Time Tabled: 5:35pm

University Proposal:

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

Between the
University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

**Re: LETTER OF AGREEMENT UNDERSTANDING C 4 RE: INSTRUCTORS' YEAR
PLANS – DESIGNATED PROGRAMS**

The following specific provisions govern Instructors' Year Plans within the designated programs.

For instructors teaching entirely in the designated programs, a standard year plan will consist of teaching **five (5) – eight (8) week terms** ~~two (2) full sessions and half of the remaining session~~ under the conditions specified in the following paragraphs.

1. The year plan provided for in paragraph 1 will commence with the first day of the fall session of the designated programs and end on the last business day preceding the first day of the fall designated programs session of the following calendar year.
2. Nothing in this Agreement will be construed as requiring an instructor to work in excess of forty-two (42) weeks in any year.
3. The Employer will consider requests by part-time instructors to full-time hours for a partial session to pair with another instructor. If requested by the instructor, and agreed to in writing by the Director or designate, such full-time hours worked over a partial session will be deemed to be the equivalent of working half-time for the entire session.
4. An instructor may opt to teach all ~~three (3) designated programs sessions~~ **six (6) terms** in one (1) year and ~~two (2) four (4)~~ the next year and receive their normal remuneration and benefits over the two-year period. It is agreed that this would require a signed agreement between the instructor and the Director or designate.


For the University:



Korey Onyskevitch
Senior Employee Relations Manager

June 28, 2023
Date

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

Date Tabled: June 28

Time Tabled: 5:39

University Proposal:

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

Between the

University of British Columbia

And

The Canadian Union of Public Employees
Local 2278

Re: LETTER OF AGREEMENT – LONG SERVICE EMPLOYEE SEVERANCE FUND

A fund will be established to provide enhanced severance to long service employees in the circumstance where a substantial number of employees at the English Language Institute are laid off. In such circumstances, the parties will meet to discuss the utilization of the fund and specific eligibility criteria.

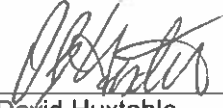
The University will establish a fund of fifty thousand dollars (\$50,000). The parties may not exceed the total funding available in the implementation of enhanced severance.

For the University:



Korey Onyskevitch
Senior Employee Relations Manager

For the Union:



David Huxtable
Advocate

June 28, 2023
Date

June 28, 2023
Date



THE UNIVERSITY OF BRITISH COLUMBIA

JUNE 13
1:56 PM

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

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

June 13, 2023

Hand Delivered

Canadian Union of Public Employees, Local 2278
6371 Crescent Road
Vancouver, BC V6T 1Z3

Attention: David Huxtable, Advocate

Dear Mr. Huxtable:

Re: Workday Related Topics

This letter serves to provide the University's commitment to discussing and addressing Workday Related Topics as a standing agenda item on the Labour/Management Committee meetings as outlined in Article A8 of the Collective Agreement. As an additional resource, attendance at the Labour/Management Committee meetings may include subject matter experts.

Yours truly,

THE UNIVERSITY OF BRITISH COLUMBIA

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