

# MEMORANDUM OF AGREEMENT

Between

The University of British Columbia

(the "University")

and

Canadian Union of Public Employees, Local 2950

(the "Union")

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

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

All provisions of the current agreement in effect from April 1, 2019 through March 31, 2022 shall continue in effect except as specifically amended or altered by this memorandum. Letters of Understanding and Letters of Agreement are not renewed except as provided for in #4 below.

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

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

Article	Subject Matter	Date of Tentative Agreement
1.01	General Purpose	March 9, 2023
9.01	Human Rights	December 6, 2022
13.08	Taxi Vouchers	January 19, 2023
19.02	Definition, Technological, Automation and other Changes	March 8, 2023
21.05	Procedure (Personal Study Benefits)	February 6, 2023
24.07	University Health and Safety Committee	December 8, 2022
26.02	List of Statutory Holidays	January 18, 2023
28.02	Work Day and Work Week	March 8, 2023
28.05(B)	Shift Differential	March 9, 2023
30.02	Bereavement Leave	March 9, 2023
30.06(E)(i)	Sick Leave	March 9, 2023
30.07	Maternity, Adoption and Parental Leave	December 16, 2022
30.15	Religious and Cultural Observance Leave	January 18, 2023
30.16	Political Leave	January 18, 2023
30.17	Indigenous Leave for Ceremonial, Cultural or Spiritual Events	March 8, 2023
31.07	Reclassification Requests	March 8, 2023
34.02	Definition – Employment Security	March 8, 2023
36	Wages	March 9, 2023
38.01	Duration of the Collective Agreement	March 9, 2023

### 3. Chan Component - 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:

<b>Article</b>	<b>Subject Matter</b>	<b>Date of Tentative Agreement</b>
13.00	General	December 12, 2022
28.01(e)	Work Day Work Week	March 9, 2023
29	Overtime	December 12, 2022
30	Benefits	March 9, 2023
LOU	Work Practices at the Chan Centre	March 9, 2023
LOA	Targeted Wage Adjustments – Lower Pay Grades – Chan Component	March 9, 2023

### 4. Letters of Understanding and Agreement

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

<b>Letter</b>	<b>Subject Matter</b>	<b>Date of Tentative Agreement</b>
LOA	Group Benefit Plan	February 9, 2023
LOA	Article 7.03 – Short Term Leave of Absence	January 19, 2023
LOA	Article 26.02 – List of Statutory Holidays	January 18, 2023
LOA	Article 31 – Job Evaluation	March 9, 2023
LOA	Personal Spending Account	March 9, 2023
LOA	Health Spending Account	March 9, 2023
LOA	Sustainable Transportation Program	March 9, 2023
LOA	Pension	March 9, 2023
LOU	Article 5.05 – Contracting Out	December 8, 2022
LOU	Article 13.01 – Inclement Weather	February 8, 2023
LOU	Article 22.01 & 22.07 – Job Postings & Temporary Transfers and Promotions	February 6, 2023
LOU	Article 30.07 – Maternity Leave	December 16, 2022
LOU	Article 30.07 – Maternity Leave Repayment Agreement	December 16, 2022
LOU	Article 35 – Expedited Arbitration	December 8, 2022
LOU	Bargaining Unit Jurisdiction Dispute Resolution Process	December 8, 2022
LOU	Conferences & Accommodations	January 18, 2023
LOU	Roster of Arbitrators and Umpires	December 16, 2022
LOU	Opportunities for Underrepresented Groups	January 19, 2023
LOU	Overpayments	March 8, 2023
LOU	Targeted Wage Adjustments – Lower Pay Grades	March 9, 2023
LOU	Cost of Living Adjustment	March 9, 2023

**5. Salary Grid**

**General Wage Increases**

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

- |               |   |
|---------------|---|
| April 1, 2022 | Increase all rates of pay by a flat \$0.25/hour and a 3.24% GWI.  |
| April 1, 2023 | Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75% subject to Cost of Living Adjustment (COLA) LOA. |
| April 1, 2024 | Increase rates of pay by the annualized average of BC CPI over twelve months starting March 1, 2023 to a minimum of 2% and a maximum of 3%, subject to the COLA LOA.                                    |

**6. Term**

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

**7. Ratification**

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

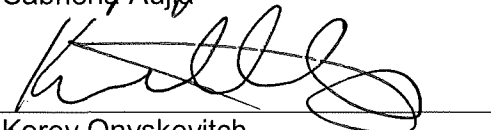
Agreed to this 9 day of March, 2023.

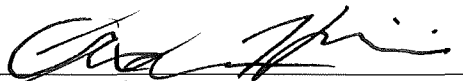
FOR THE UNIVERSITY:

FOR THE UNION:

  
\_\_\_\_\_  
Sabriena Aujla

  
\_\_\_\_\_  
Chloe Martin-Cabanne

  
\_\_\_\_\_  
Korey Onyskevitch

  
\_\_\_\_\_  
Adam Huizinga

  
Laura Lockyer-Cotter

  
Christy McGregor

  
David Humphrey

Jaimie Miller

  
Thomas Straley

  
Hema Ratnasami

  
Christine Speers

Anilu Skala

Negotiations between UBC and CUPE 2950  
CUPE Response  
UBC Response  
CUPE Response

Date Tabled: March 9/23  
Time Tabled: 2:33AM

Bargaining Proposal: Preamble Article 1.01 - General Purpose

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 2950

**Re: Article 1.01 - General Purpose**

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The purpose of this agreement is to set forth and establish the terms and conditions of employment and to provide ~~machinery~~ **mechanisms** for the **orderly and efficient consideration and settlement of all matters of collective bargaining and** the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees. ~~to the benefit of both parties and the community they serve.~~ **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.**

For the University:

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

March 9, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 9/23  
\_\_\_\_\_  
Date

Date Tabled: Dec 6/22  
Time Tabled: 10:33AM

Bargaining Proposal: Article 9.01 Human Rights

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 2950

**Re: 9.01 – Human Rights**

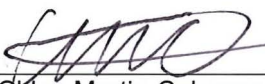
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The parties agree to abide by the Human Rights Code. The University and the Union agree that there will be no discrimination against an employee because of Indigenous identity, age, race, colour, ancestry, place of origin, political belief, religion,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

For the University:

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

For the Union:

  
\_\_\_\_\_  
Chloé Martin-Cabanne  
President, Local 2950

Dec 6, 2022  
\_\_\_\_\_  
Date

6 Dec 2022  
\_\_\_\_\_

Date tabled: Jan 18, 2023  
Time tabled: 1:20pm

**UBC Proposal  
CUPE 2950 Response  
UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**13.08 Taxi Vouchers**

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

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

Dated this 19 day of January, 2023



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



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

Date Tabled: March 8/23  
Time Tabled: 10:37AM

Bargaining Proposal: Article 19.02 Definition - Technological, Automation and Other Changes

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

Between the  
University of British Columbia

And

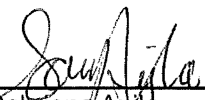
Canadian Union of Public Employees  
Local 2950

**Re: 19.02 – Definition – Technological, Automation and Other Changes**

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

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

For the University:

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

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 8, 2023  
\_\_\_\_\_  
Date

March 8, 2023  
\_\_\_\_\_  
Date



Date tabled: Feb 6/23  
Time tabled: 10:59 AM

**CUPE 2950 Proposal**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**21.05 Procedure**

An employee eligible for study benefits as outlined in Article 21.01 (Tuition Fee Benefit) must complete a **tuition waiver application through Workday** ~~the single waiver form online using UBC's Employee Self Service portal.~~ Information on the terms of the Tuition Fee Benefit and instructions on how to apply can be found on the HR website.

Dated this 6 day of February, 2023



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



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

**CUPE 2950 Proposal**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**24.07 University Health and Safety Committee**

- (A) The Union shall have representation on two (2) representatives on each Joint Occupational Health and Safety Committee and the University Health and Safety Committee. ~~The Union shall have representation on departmental Local Safety Teams safety committees~~ wherever members are working.
- (B) Employees shall suffer no loss of pay for time required to attend the Committee meetings ~~and activities.~~
- (C) When the Joint Occupational Health and Safety Committee ~~University Health and Safety Committee~~ requests that a Union representative on the committee attend courses, ~~and seminars and activities~~ related to health and safety issues, the University shall provide the necessary time off with pay.

Dated this 8 day of December, 2022



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



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

Date Tabled: Dec 8/22  
Time Tabled: 12:09PM

Bargaining Proposal: Article 26.02 – List of Statutory Holidays

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 2950

**Re: 26.02 – List of Statutory Holidays**

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

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


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

For the University:

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

Jan 18, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

18 Jan 2023  
\_\_\_\_\_

Date Tabled: March 6/23  
Time Tabled: 3:28 pm

Bargaining Proposal: Article 28.02 – Work Day and Work Week

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 2950

**Re: Article 28.02 – Work Day and Work Week**

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(A) The normal hours of work for all full-time employees shall be thirty-five (35) hours per week, or seventy (70) hours per two consecutive weeks. All employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 29.02.

(B) The five basic forms of work week shall be:

- (i) Seven (7) hours per day, five (5) days per week;
- (ii) Eight and three-quarters (8 3/4) hours per day, four (4) days per week;
- (iii) Seven and three-quarters (7 3/4) hours per day, nine (9) days per two-week period;
- (iv) Seven and one-half (7 1/2) hours per day, fourteen (14) days per three-week period.
- (v) Eleven and two-thirds (11 2/3) hours per day, three (3) days per week.  
This form shall be available only for shift workers on a twenty-four (24) hour per day operation.

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

(C) Flex Time

- (i) The employees in each department or library division, under guidelines of this Article, shall decide which form of week they will work, subject to approval of the Department Head.
- (ii) Departmental approval shall not be unreasonably withheld. Departmental response to employee flex-time requests shall be in writing and copied to the Union.
- (iii) If approval is granted for flex-time, there shall be a trial period of three (3) months in which the department may determine whether the proposed work week can be made ongoing.

(iv) If operational requirements change such that the approved work week has a detrimental impact on the levels of timely service or production of a particular unit; or, results in appreciable additional costs to the University, the Department Head may withdraw the previously approved form of work week. Six (6) weeks written notice of a change in the form of work week shall be given to the employees affected and the Union. The notice shall include the reasons for the change.

(v) Upon request during the first two (2) weeks of the notice period, the Department Head will meet with the employees to discuss the withdrawal and consider alternate suggestions. The Department Head will respond in writing to the employee's suggestions within five (5) working days and state whether or not the withdrawal will still occur.

~~(vi) In the event the Department Head withdraws an approved form of work week and the Union does not consider that the factors noted in E(i) below have been properly considered, the matter shall be referred directly to Step 3 of the Grievance Procedure.~~

(D) Hybrid Work Arrangements

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

~~(ii) In the event the Department Head denies or withdraws a hybrid work arrangement and the Union does not consider that the factors noted in E(i) below have been properly considered, the matter shall be referred directly to Step 3 of the Grievance Procedure.~~

(E) (i) The factors to be considered by the Department Head in ~~C(ii), (iv)~~ and D(i) above shall include the following:

- (a) whether the desired form of work week **and/or hybrid work arrangement** would have a significantly detrimental impact on the levels of timely service by the Department to faculty, administrators, students and the public;
- (b) the interests of (including the nature of the reasons put forward by) staff for implementing the desired form of work week **and/or hybrid work arrangement**;
- (c) impact of work flow;
- (d) predictability of work flow;
- (e) interchangeability of the work force;
- ~~(f) greater coverage of the work day by employees 'on shift'.~~
- (f) whether regular, in-person attendance is required or would be beneficial to support team engagement, collaboration and workplace experience;
- (g) whether a potential detrimental impact can reasonably be accommodated by the organization or reorganization of work or by other means;
- (h) relative costs of the forms of work week **and/or hybrid work arrangement**, exclusive of the cost of technology;

(i) effective use of human and other resources;

(j) ~~All forms of work week and/or~~ Hybrid work arrangements will be in accordance with relevant University policies and/or guidelines.

(ii) In the event the Department Head denies or withdraws an approved form of work week **and/or hybrid work arrangement** and the Union does not consider that the factors noted in **E(i)** above have been properly considered, the matter shall be referred directly to Step 3 of the Grievance Procedure.

(iii) This section does not apply when Department Heads change the form of work week **and/or hybrid work arrangement** assigned to a vacant position.

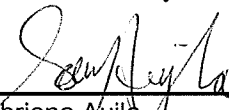
(F) Minimum Hours of Work:

(i) An employee who reports for work as required by the employer but is not required to start is entitled to a minimum of two (2) hours pay, except as provided for under Article 29.07.

(ii) Once an employee commences work, the employee shall receive a minimum of four (4) hours pay, unless the employee is unfit to perform their duties, or has failed to comply with the Industrial Health and Safety Regulations, in which case the employee is only entitled to pay for the period worked.


(iii) An employee who is also a student who reports for work under this agreement on a day in which the employee attends school is entitled to a minimum of two (2) hours pay, whether or not work commences.

For the University:

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

March 8, 2023  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 8, 2023  
Date

Date tabled:

Time tabled:

March 6/23  
10:48 AM

**UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:

**28.05 (B) - Shift Differential**

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

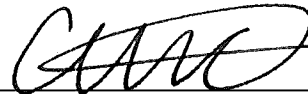
One dollar **and twenty-five cents (\$1.251.00)** per hour for each hour worked on the evening shift.

One dollar and ~~twenty-five~~ **fifty cents (\$1.501.25)** per hour for each hour worked on the night shift.

Dated this 9 day of March, 2023



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



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

Date Tabled: March 9/23

Time Tabled: 2:32AM

Bargaining Proposal: Article 30.02 – Bereavement Leave

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 2950

**Re: 30.02 – Bereavement Leave**

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**(A)** In the case of death in the immediate family, an employee shall be entitled to ~~three~~ **five** (~~35~~) full working days with pay upon notification to the department head.

Upon written request this leave may be extended up to a further ~~three~~ **five** (~~35~~) days with pay at the Department Head's (or their designate) discretion to address circumstances, such as, but not limited to, significant out-of-town travel arrangements.

Immediate family shall include an employee's **spouse, common-law spouse or partner, children, grandchildren, parents, parents-in-law, sibling, sibling-in-law, and grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.** ~~parent, grandparent, spouse, common-law spouse, child or ward, grandchild, brother, sister, father-in-law, mother-in-law.~~

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

**(B)** In special circumstances resulting from the death of a family member not listed within the provisions of Article 30.02 (A), an employee may request time off without deduction of pay in accordance with Article 30.02 (A).

**(C)** An employee shall be entitled to a one (1) day leave of absence with pay to attend a funeral upon notification to the department head.

**(D)** If longer leave is required under (A) or (B) above, it shall be applied for under Article 30.01(A).

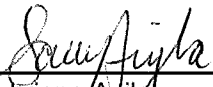
~~The additional leave for self-identifying Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 60 days of ratification.~~



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


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

For the University:

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

*March 9, 2023*  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

*March 9/23*  
\_\_\_\_\_  
Date

Date tabled: March 9 / 23  
Time tabled: 2:33AM

**CUPE 2950 Proposal  
UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:

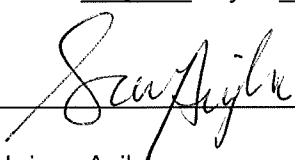
**30.06 Sick Leave**

(E) Sick Leave Entitlement

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

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

Dated this 9 day of March, 2023



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



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

Date Tabled: Dec 16/22

Time Tabled: 10:17AM

Bargaining Proposal: Re: Article 30.07 – Maternity, Adoption and Parental Leave

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 2950

**Re: Article 30.07 – Maternity, Adoption and Parental Leave**

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(A) Maternity Leave

1. A pregnant employee is entitled to seventeen (17) weeks of unpaid maternity leave. If the baby is confined to hospital, this period may be split and/or delayed by carrying forward one week for each week of hospitalization. This leave may start no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual birth date. This leave must end no later than seventeen (17) weeks after the maternity leave begins.
2. If maternity leave is not requested until after the birth of a child or after termination of the pregnancy, the employee is entitled to up to six (6) consecutive weeks of leave beginning on the date of birth or termination date upon medical certification of such event.
3. An employee must apply for maternity leave in writing to their supervisor at least four (4) weeks prior to the anticipated start date of their maternity leave. The University may require a certificate from a medical practitioner, nurse practitioner, or midwife stating the expected or actual birth date.
4. An employee who requests maternity leave is entitled to an additional six (6) consecutive weeks of unpaid leave if an employee is unable to return to work for reasons relating to the birth or termination of the pregnancy. A request for additional leave must be made in writing and the University may require medical documentation stating the actual or expected birth date or date the pregnancy terminated or stating the reasons for requesting additional leave.

(B) Parental Leave

1. A parent who takes maternity leave as set out in Article 30.07(A)(1) is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave, which must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is seventy-eight (78) weeks of unpaid leave plus any additional maternity and/or parental leave the employee is entitled to pursuant to this Article and/or the Employment Standards Act.
2. A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.

3. An employee who adopts a child is entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

4. An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave.

5. If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave. The University may require a certificate from a medical practitioner or nurse practitioner or other evidence of the employee's entitlement to leave.

#### (C) Additional Provisions

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

2. An employee on maternity or parental leave may maintain coverage on the following plans:

- Medical Plan
- Dental Plan
- Extended Health Plan
- Group Life Insurance Plan
- Optional Life Insurance Plan
- Long-Term Disability Insurance Plan
- Pension Plan

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

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

3. An employee on maternity, or parental leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for the period for such leave.

4. Employees on maternity or parental leave who qualify for the benefits of Article 30.07(C)(2) shall receive the full accrual of sick leave and vacation credits in the first month of such leave. Following the first month of such leave, accrual of sick leave credits shall be pro-rated based on the maternity leave salary differential paid to the employee by the University. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay shall be pro-rated based on the maternity leave salary differential paid to the employee by the University.

5. Supplemental Employment Benefit

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

Plan A

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

Plan B

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

6. If the employee does not apply for, or qualify for, Employment Insurance benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave. Such employees will not accrue sick leave credits beyond the month in which the maternity leave commenced.

Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay will be limited to the month in which the maternity leave commenced.

For the University:

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

Dec 16, 2022  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

Dec 16, 2022  
\_\_\_\_\_  
Date

Date tabled: Dec 16/22  
Time tabled: 3:15PM

**CUPE 2950 Proposal  
University Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**(NEW) 30.15 - Religious and Cultural Observance Leave**

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

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

**Employees may request to take the time off as follows:**

- (A) Unpaid leave of absence in accordance with Article 30.01**
- (B) Equivalent time off without loss of pay, to be paid at regular rates, for working on a statutory holiday in accordance with Article 26.04. ~~A day off with pay for working on a statutory holiday in accordance with Article 26.03~~**
- (C) Vacation in accordance with Article 27**
- (D) Time off in lieu of overtime in accordance with Article 29.05**
- (E) Make-Up Time in accordance with Article 29.09**

Date tabled: \_\_\_\_\_

Time tabled: \_\_\_\_\_

Dated this 18 day of January, 2023



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



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

Date tabled: Jan 18/23  
Time tabled: 10:35AM

CUPE 2950 Proposal  
UBC Response  
CUPE Response  
UBC Response

NEGOTIATIONS BETWEEN  
  
THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")


The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:

**(NEW) 30.16 - Political Leave**

A leave of absence without pay shall be granted upon request to any employee who wishes to seek political office in accordance with UBC Policies. Political Leave Policy HR2. Such requests must be made in writing and will not be unreasonably denied subject to operational requirements.

Dated this 18 day of January, 2023 <sup>cmc</sup>

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

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



Date Tabled: March 8/23  
Time Tabled: 10:36AM

Bargaining Proposal: NEW Article 30.17 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events

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

Between the  
University of British Columbia  
And  
Canadian Union of Public Employees  
Local 2950

**Re: NEW Article 30.17 – Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

A self-identifying Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to a self-identifying Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiyee, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

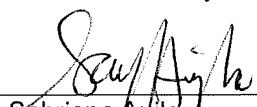
Leave under this provision is in addition to an Indigenous employee's entitlement to leave under 30.02 -Bereavement Leave, as applicable.

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


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

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

For the University:

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

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

march 8, 2023  
Date

MARCH 8, 2023  
Date

Date tabled: **March 6/23**  
Time tabled: **10:35 AM**

**CUPE 2950 Proposal**  
**UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Article 31 - Job Description, Job Evaluation, Reclassification And Misclassification**

31.07 Reclassification Requests

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

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

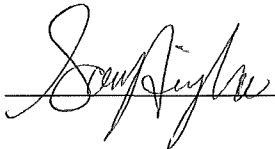
- (A) The request must be made on the designated form and submitted to the Total Compensation unit, who will provide a copy to the Union and the department head (or designate). The request should be accompanied by a job description.
- (B) Where the Total Compensation unit determines that it will add value to the process, the total Compensation unit will interview the employee and/or the department head (or designate). In such circumstances, at the request of the employee a Union steward shall be present at the interview.

Date tabled: \_\_\_\_\_

Time tabled: \_\_\_\_\_

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

Dated this 8 day of March, 2023



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



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

Date Tabled: March 8/23  
Time Tabled: 10:37AM

Bargaining Proposal: Article 34.02 Definition – Employment Security

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 2950

**Re: 34.02 – Definition (Employment Security)**

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(A) Layoff - An involuntary cessation of employment due to: lack of work; reduction in or discontinuation of a function or program; or a change **in the demands for services or programmes which lead to a reduction in process or method of operation** which diminished the total number of employees required to operate the department.

(B) Recall - the calling back of a laid-off employee to fill a vacant position within the bargaining unit.

(C) Internal Placement - the placement of an employee whose position has been discontinued into another position:

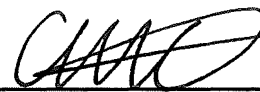
1. of the same classification (benchmark cluster, single benchmark or unique job), or
2. a lower classification (benchmark cluster, single benchmark or unique job) for which the employee has the required qualifications

For the University:

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

March 8, 2023  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 8, 2023  
Date

Date Tabled: March 6/23  
Time Tabled: 10:41AM

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 2950

**Re: Article 36 - Wages**

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

- April 1, 2022** Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.
- April 1, 2023** Increase all rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to the COLA LOA\*.
- April 1, 2024** Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA\*.

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

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


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

For the University:

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

March 9, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 9/23  
\_\_\_\_\_  
Date

Date Tabled: March 6/23  
Time Tabled: 10:42AM

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 2950

**Re: Article 38.01 – Duration of the Collective Agreement**


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This Agreement shall be in force effective from April 01, 2019~~22~~ until March 31, 2022~~5~~.

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of the Agreement, by written notice, require the other party to commence collective bargaining. Failing agreement by March 31, 2022~~5~~ this agreement will continue in force until:

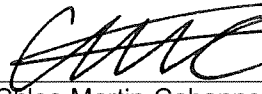
- (A) commencement of a strike by the Union or a lockout by the University, as defined in the Labour Code of British Columbia, or
- (B) a new agreement is reached.

For the University:

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

March 9, 2023  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 9, 2023  
\_\_\_\_\_  
Date

Date tabled: 12 Dec/22  
Time tabled: 12:41 PM

**CUPE 2950 Proposal**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Chan Component - Article 13 General**

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

**13.01 Staff Rooms and Facilities**

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

Dated this 12 day of December, 2022



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



---

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



Date tabled: March 9/23  
Time tabled: 12:09 PM

**CUPE 2950 Proposal  
UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:

**Chan Component - 28.01 Work Day and Work Week**

(e) Night Shift

Employees working between 1:00 a.m. and 7:00 a.m. shall be paid a premium in the amount of **two dollars (\$2.00)** ~~one dollar and fifty cents (\$1.50)~~ per hour for each hour worked between 1:00 a.m. and 7:00 a.m.

Dated this 9 day of March, 2023

For the University:



Sabriena Alija  
Senior Manager, Employee Relations

For the Union:



Chloe Martin-Cabanne  
President, Local 2950

Date tabled: 12 Dec/22  
Time tabled: 12:42 PM

**CUPE 2950 Proposal**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Chan Component - Article 29 Overtime**

The provisions of ~~the respective collective agreements~~ Article 29 in the CUPE Local 2950 agreements shall apply.

Dated this 12 day of December, 2022



---

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



---

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

Date tabled: March 9/23  
Time tabled: 2:32AM

**CUPE 2950 Proposal  
UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Chan Component - Article 30 Benefits**

~~The provisions of Article 30.11, 30.12 and 30.13 in the CUPE Local 2950 agreement shall apply~~

(a) Regular Employees

The provisions of the respective collective agreements shall apply.

(b) On-Call Employees

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

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

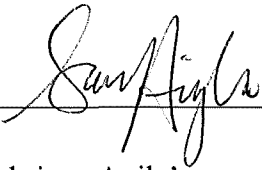
It is understood that extensions of leave shall be at the sole discretion of the Manager. Any request for extensions shall be made in writing at least thirty (30) days prior to the expiry of the initial leave. Such discretion shall be exercised reasonably, fairly, and in good faith.

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

Date tabled: \_\_\_\_\_

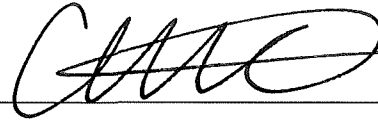
Time tabled: \_\_\_\_\_

Dated this 9 day of March, 2023



---

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



---

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

Date Tabled: March 6/23  
Time Tabled: 10:42 AM

Bargaining Proposal: Letter of Agreement Understanding Re: Work Practices at the Chan Centre

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 2950

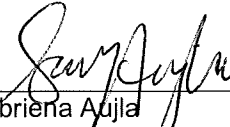
**Re: Letter of Agreement Understanding Re: Work Practices at the Chan Centre**

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

1. Uniforms and clothing provided by the employer shall be dry-cleaned ~~to be paid for~~ by the employer a minimum of three times per year or as necessary. The decision to send uniforms and clothing out for dry-cleaning shall be at the discretion of the Front of House Coordinators.
2. Production employees shall be entitled to change into show blacks during paid work time.
3. Production employees shall be entitled to use the last five (5) minutes of their final shift of the day as wash-up time.
4. On proof of purchase, regular full-time Front of House Coordinators, Head Technicians, the Assistant Technical Director and regular part-time Technicians will receive reimbursement up to two hundred **and fifty** dollars ~~(\$200.00)~~ **(\$250.00)** every two calendar years toward the purchase of suitable safety footwear for the sole use at the Chan Centre. The footwear shall be black in colour. Otherwise, the suitability of safety footwear is to be determined jointly by Union and Management taking into consideration safety and working conditions of employees.
5. Casual hourly production staff shall be required, at their own cost, to wear appropriate safety footwear. Casual hourly Front of House staff will be required to wear steel-toed footwear as required and as provided by the Chan Centre.
6. ~~The employer shall provide custom hearing protection (to a maximum of 4 sets per year) for regular full-time Head Technicians, the Assistant Technical Director, regular part-time Technicians and on-call Assistant Head Technicians.~~

Dated this 9 day of March, 2023

For the University:

  
Sabriena Ajija

For the Union:

  
Chloe Martin-Cabanne

Date Tabled: March 8/23  
Time Tabled: 6:46PM

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 2950

Re: **LETTER OF AGREEMENT – Targeted Wage Adjustments – Lower Pay Grades –  
Chan Component**

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

The adjustments will be made effective April 1, 2023 in the amount of \$0.25/hour for the following positions:

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

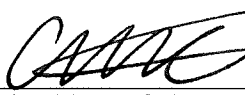
This Letter of Agreement does not affect or amend Article 31 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

For the University:

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

March 9, 2023  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 9, 2023  
Date

Date tabled: Feb 8/23  
Time tabled: 3:25pm

**CUPE 2950 Proposal**  
**UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Letter of Agreement Re: Group Benefit Plan**

**The University will explore benefit levels for CUPE Local 2950 employees as part of its Benefit Review. The review will be completed by June 30, 2023.**

**The University commits to seeking input from CUPE Local 2950 as part of the review process.**

Dated this 9 day of February, 2023



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



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

Date tabled: 18 Jan 2023  
Time tabled: 1:22PM

CUPE 2950 Proposal  
UBC Response

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:

Letter of Agreement – 7.03 Short Term Leave of Absence

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

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

Dated this 19 day of January, 2023



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



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



Date tabled: Dec 16/22  
Time tabled: 3:39PM

**CUPE 2950 Proposal**  
**Employer Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")


**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Letter of Agreement – 26.02 List of Statutory Holidays**

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

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

Dated this 18 day of January, 2022

  
\_\_\_\_\_

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

  
\_\_\_\_\_

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

Date tabled: March 8/23  
Time tabled: 7:06 PM

## CUPE 2950 Proposal

### NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:

#### **NEW - Letter of Agreement re: Article 31 - Job Evaluation**

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

The University and the Union (the "Parties") agree that:


1. There is a mutual interest to review the current CUPE 2950 Job Evaluation system used for salary band placement/pay grades of positions (the "Review".)
2. Within one hundred and twenty thirty (120) days of ratifying the Collective Agreement, the Parties agree to form a Joint Job Evaluation Review Committee (the "Committee") to conduct the Review.
3. Each party will name two (2) representatives who will be tasked to conduct the Review. Wherever possible the named members of the Committee shall remain consistent for the period of the Review.
4. Each party may designate an advisor to assist the Committee with any stage of the Review.
5. Within one hundred and twenty thirty (120) days of striking the Committee, the Committee shall draft Terms of Reference ~~regarding the mandate and processes of the review,~~ for approval by the Parties.
6. ~~Upon completion of the Review, the Committee shall produce a report for the Parties which includes:~~
  - ~~a. an assessment of the current processes;~~
  - ~~b. an assessment of the current benchmarks;~~
  - ~~c. an assessment of the current point factor plan;~~
  - ~~d. an assessment of the salary bands/pay grades (not wage rates); and~~
  - ~~recommendations for changes to any or all of the above.~~

Date tabled: \_\_\_\_\_

Time tabled: \_\_\_\_\_

**7. 6. Upon completion of the Review, the Committee shall produce a report for the Parties. If the recommendations of the Committee are approved by both Parties, the said recommendations shall be discussed and incorporated into any new collective agreement to reflect the agreement of the Parties. Implementation of changes to any part of the system shall be negotiated and ratified by the Parties.**

Dated this 9 day of March, 2023



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



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

Date Tabled: March 6/23  
Time Tabled: 10:44AM

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 2950

**Re: LETTER OF AGREEMENT – Health Spending Account**

---

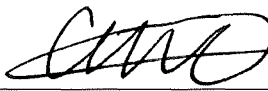
The parties agree that the current Health Spending Account available to CUPE 2950 members shall increase to three hundred and seventy-five dollars (\$375) per year per eligible employee effective January 1, 2024.

For the University:

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

March 9, 2023  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

9 March 2023  
Date

Date tabled: March 6/23  
Time tabled: 10:47 AM

## UBC Response

### NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

#### **LOA re: Sustainable Transportation Program**

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

The University and Union agree to establish a joint committee within one hundred and twenty (120) days to develop and implement a pilot project to support sustainable transportation initiatives.

The terms of reference for the committee are:

- a. Eligibility criteria will be for the following Employees and/or pay grades by priority:
  - i. ~~Employees ineligible for remote work~~
  - ii. The lowest 3 Pay Grades
  - iii. The mid 3 Pay Grades
  - iv. The remaining Pay Grades
- b. The Committee shall consider subsidizing public transportation, including discounting Compass Cards for sale through University Community Services, car and van pools, and other sustainable transportation initiatives.
- c. Single occupancy vehicles and single occupancy car share services shall not be considered.
- d. The Committee shall consider administrative efficiency and current Sustainable Transportation Programs as a criterion in the development of the pilot project.
- e. The Committee shall ensure that if any benefit or subsidy constitutes a taxable benefit, that the administration of the project includes compliance with taxation requirements.
- f. The University shall provide \$75,000 per year in funding for the pilot project effective April 1, 2023.

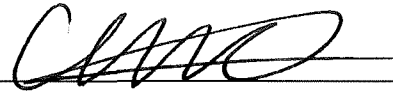
Date tabled: March 6/23  
Time tabled: 10:47AM

Dated this 9 day of March, 2023



---

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



---

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

Date tabled: **March 8/23**  
Time tabled: **6:43PM**

**UBC Response**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**LOA re: Pension Plan**

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

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

Hiring Solutions employees remain ineligible for the Pension Plan.

Dated this 9 day of March, 2023



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



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

Bargaining Proposal: Letter of Agreement Understanding Re: Article 5.05 – Contracting Out

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 2950

**Re: Letter of Agreement Understanding Re: Article 5.05 – Contracting Out**

---

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

1. During the term of the collective agreement, the parties will constitute a senior joint committee to discuss in good faith their respective concerns regarding contracting out, and to make every reasonable and timely effort to constructively address those concerns. The umpire, acting in their capacity as Special Mediator, shall facilitate discussions between the parties regarding issues of mutual concern and/or issues consistent with the goal of improving labour management relations.
2. Notwithstanding the attached protocol, and irrespective of Article 5.05, where the University has given the Union notice of an intended contracting out, either party may elect to have the matter discussed and dealt with under the terms of this paragraph. In that event, it is agreed between the parties that the matter will be addressed solely on the basis of reasonableness. That is to say, the University and the Union may agree (without prejudice or precedent) to the contracting out or contracting in of a particular project, work or service; and the University and the Union further agree that neither of them will withhold agreement unreasonably. It is further agreed that the umpire has exclusive jurisdiction to resolve any differences between the parties arising from the operation of this paragraph including the test of reasonableness; further, that the exercise of such jurisdiction in relations of the test of reasonableness shall be notwithstanding the terms of the collective agreement. Decisions made by the umpire under this paragraph shall be on an expedited basis, in accordance with procedures established by the umpire and may include hearings by conference telephone call.

#### PROTOCOL

##### Consultation - Contracting Out

1. The parties agree to establish a contracting out committee. The committee will be comprised of three (3) persons representing the University and three (3) persons representing the Union. Each party shall designate a co-chair.
2. The contracting out committee shall meet on a date which shall be established by the committee following the University's written notification of intent to contract out or



upon request by the Union. After one (1) year, or sooner if by agreement between the University and the Union, the committee shall determine the need for regularly scheduled meetings in addition to these.

3. Not less than five (5) working days prior to each committee meeting, the University shall deliver to the Union in writing, by fax, e-mail or courier, its notice and pertinent information about work or services which it intends to contract out.
4. Not less than two (2) working days prior to each committee meeting, the Union shall deliver to the University and the members of the contracting out committee in writing, by fax, e-mail or courier, its request for information about matters requiring the committee's attention. The co-chairs of the committee shall then confirm with each other the upcoming agenda.
5. All pertinent information will be submitted to the committee no later than the start of the scheduled meeting, unless, in the course of the discussion, the University and Union agree that additional information is reasonably necessary for further but still timely discussion.
6. The committee shall use its best and most timely efforts to resolve any issue or dispute arising from matters referred to it. The following conditions shall apply with respect to the committee meetings:
  - (a) all discussions will be without prejudice, and
  - (b) the outcome will go on record.

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

7. Any matters not resolved by the committee shall be referred to the contracting out umpire who shall expeditiously decide the matter and whose decision shall be final and binding. Notwithstanding the grievance and arbitration provisions of the collective agreement, the umpire shall have the jurisdiction to interpret and apply the contracting out provisions of this letter of agreement. For clarity, the jurisdiction of the umpire includes the adjudication of an allegation by the Union that the University has wrongly failed to give notice of a contracting out. In the event of such allegations, the matter will be discussed by the committee under paragraph 5 of this protocol prior to being referred to the umpire under this paragraph. The umpire may determine their own procedures which shall be appropriate to the nature of the issue, with the aim of the promptest possible ruling. Fees and expenses of the umpire shall be shared by both parties.

Dated this 6<sup>th</sup> day of December 2022.

For the University:

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

  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

  
\_\_\_\_\_  
Date

Negotiations between UBC and CUPE 2950

Date Tabled: Dec 6/22  
Time Tabled: 10:41AM

Bargaining Proposal: Letter of Agreement Understanding Re: Article 13.01 – Inclement Weather

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 2950

**Re: Letter of Agreement Understanding Re: Article 13.01 – Inclement Weather**

---

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

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

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

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

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

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

Dated this 7th day of March, 2020

For the University:

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

Feb 8, 2023.  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

8 Feb 2023  
\_\_\_\_\_  
Date

Date Tabled: Feb 6/23

Time Tabled: 10:53AM

Bargaining Proposal: Letter of Understanding Re: Article 22.01 & 22.07 – Job Postings & Temporary Transfer and Promotions

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

Between the

University of British Columbia

And

Canadian Union of Public Employees  
Local 2950

**Re: Letter of Understanding Re: Article 22.01 & 22.07 – Job Postings & Temporary Transfer and Promotions**

---

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

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

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

Dated this 6 day of February, 2023

For the University:



Sabriena Aujla  
Senior Manager, Employee Relations

For the Union:



Chloe Martin-Cabanne  
President, Local 2950

Feb 6, 2023

Date

6 Feb 2023

Date

Date Tabled: Dec 6/22  
Time Tabled: 3:37PM

Bargaining Proposal: Letter of Agreement Understanding Re: Article 30.07 – Maternity Leave

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 2950

**Re: Letter of Agreement Understanding Re: Article 30.07 – Maternity Leave**

---

At the option of the employee, during the term of this collective agreement, the following procedure shall apply.

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

1. Plan A is the benefit as described in Article 30.07(C) (5).
2. Plan B is a Supplemental Employment Benefit (SEB) as described herein. The object of the SEB Plan is to supplement Employment Insurance (EI) benefits during a period of unemployment due to pregnancy.
3. The benefit level paid under Plan B is 95% of the employee's regular weekly earnings; the University will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI received by the employee.  
  
In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed 95% of the employee's regular weekly earnings.
4. During the maternity leave, the SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.
5. Employees must prove that the employee has applied for and is in receipt of employment insurance benefits in order to receive payment under the plan. The University will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs.
6. Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
7. The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.
8. Any period of leave of absence beyond the periods specified in (4) above shall be without pay, and the employee shall be responsible for the prepayment of their share of benefit plan premiums/contributions in accordance with Articles 30.01(D) and 30.07(C) (2).

9. Upon return to work after maternity leave and, where applicable, any additional leave of absence without pay, and where the employee has opted for Plan B, the University will pay to the employee 5% of their monthly salary for the statutory waiting period ~~first two (2) weeks of the leave~~ and for the period of time Employment Insurance benefits were received.
10. Notwithstanding the provisions of Article 1.01, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part 76 of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
- (A) The employee shall make a commitment to return to work at the end of the maternity leave and, where applicable, any additional leave of absence without pay.
- (B) The employee shall agree to repay the University the gross benefit paid to the employee during the statutory waiting period ~~first two weeks~~ of the maternity leave and the gross benefit difference which was paid to the employee for balance of the maternity, including the employee's share of the benefit plan premiums/contributions which were deducted during the maternity leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.
11. If the employee refuses to make an agreement under (10) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Plan A shall apply.

Dated this 21st day of November, 2019.

For the University:



Sabriena Aujla  
Senior Manager, Employee Relations

Dec 16, 2022  
Date

For the Union:



Chloe Martin-Cabanne  
President, Local 2950

Dec 16, 2022  
Date

Date Tabled Dec 6/22  
Time Tabled: 3:36PM

Bargaining Proposal: Letter of Agreement Understanding Re: Article 30.07 – Maternity Leave Repayment Agreement

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 2950

**Re: Letter of Agreement Understanding Re: Article 30.07 – Maternity Leave Repayment Agreement**

---

I \_\_\_\_\_ after consulting with a Union representative or shop  
(Employee name, please print)

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 am obligated to fulfill the full-time equivalent ("FTE") of 6 months work in order to retain the SEB payments I received. Should I fail to return to work, or having returned to work should I fail to complete six (6) months of service (or the FTE in the case of part-time work), or if I resign, or if I am dismissed for just cause within six (6) months of my return to work, or having returned to part-time work I am dismissed for just cause before I complete the FTE of 6 months work, I agree to repay the University the full amount of SEB received, and I understand that under no circumstances will this repayment be pro-rated. I understand that if I do not make the required repayment I will be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
The University of British Columbia

\_\_\_\_\_  
CUPE Local 2950 Representative



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

For the University:

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

Dec 16, 2022.  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

Dec 16, 2022  
\_\_\_\_\_  
Date

Bargaining Proposal: Letter of Agreement Understanding Re: Article 35 – Expedited Arbitration

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 2950

**Re: Letter of Agreement Understanding Re: Article 35 – Expedited Arbitration**

---

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

1. The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
5. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
6. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
8. The parties shall equally share the costs of the fees and expenses of the arbitrator.
9. The expedited arbitrators, who shall act as the sole arbitrator, shall be selected from the roster of agreed upon arbitrators. If availability is an issue the parties may agree upon another expedited arbitrator within five (5) working days.
10. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 35.04, except for Article 35.04 (A), (B) and (C).
11. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

12. The parties agree that all disputes arising under the Job Evaluation System shall be referred to expedited arbitration.

Dated this ~~6th~~<sup>24th</sup> day of ~~December, 2022~~<sup>November, 2019</sup>

For the University:

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

Dec 8, 2022  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

8 Dec 2022  
\_\_\_\_\_  
Date

Bargaining Proposal: Letter of Agreement-Understanding Re: Bargaining Unit Jurisdiction Dispute Resolution Process

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 2950

**Re: Letter of Agreement-Understanding Re: Bargaining Unit Jurisdiction Dispute Resolution Process**

---

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

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

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

Process:

1. Where the University reclassifies an existing bargaining unit position to another employee group, it shall notify the Union. The University shall also provide the Union a copy of the relevant position description and organizational chart.
2. If the Union elects to dispute the University's decision to exclude a position from this bargaining unit, it shall notify the University in writing within ten (10) working days of receiving notice of reclassification or ten (10) working days of the disputed position being posted or reposted.
3. Following receipt of the notification of the Union's dispute, the parties shall meet within ten (10) working days and attempt, in good faith, to reach agreement. Prior to the meeting, the Union will provide the employer with reasons for the challenge.
4. All discussions shall be without prejudice. If agreement is reached, it shall be committed to writing and signed by the parties. Any agreement so executed shall be final and binding.

5. If the parties cannot agree, all outstanding matters shall be referred forthwith to the Jurisdiction Umpire whose decision shall be final and binding.

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

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

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

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

Dated this 7<sup>th</sup> day of December, ~~March~~, 2022~~0~~

For the University:

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

Dec 8, 2022  
\_\_\_\_\_  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

8 Dec 2022  
\_\_\_\_\_  
Date

Date Tabled: Dec 6/22  
Time Tabled: 10:42AM

Bargaining Proposal: Letter of Agreement Understanding Re: Conferences & Accommodations

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 2950

**Re: Letter of Agreement-Understanding Re: Conferences & Accommodations**

---

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

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

Dated this 7th day of March, 2020

For the University:



Sabrina Aujla  
Senior Manager, Employee Relations

Jan 18, 2023

Date

For the Union:



Chloe Martin-Cabanne  
President, Local 2950

18 January 2023

Date

Bargaining Proposal: Letter of Agreement Understanding Re: Roster of Arbitrators and Umpires

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 2950

**Re: Letter of Agreement Understanding Re: Roster of Arbitrators and Umpires**

Re: Roster of Arbitrators and Umpires

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


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

Arbitrators and Umpires:

- Corinn Bell
- Ken Saunders
- Julie Nicholas
- Karen Nordlinger
- Robert Pekeles Koml Kandola
- Jessica Gregory

Dated this 18th ~~16th~~ day of December, ~~October~~, 2022/19

For the University:

  
 Sabriena Aujla  
 Senior Manager, Employee Relations

Dec 16, 2022  
 Date

For the Union:

  
 Chloe Martin-Cabanne  
 President, Local 2950

Dec 16, 2022  
 Date



Date Tabled: 18 Jan 2023

Time Tabled: 1:31PM

Bargaining Proposal: Letter of Understanding Re: Opportunities for Underrepresented Groups

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 2950

**Re: Letter of Understanding NEW Re: Opportunities for Underrepresented Groups**

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

The purpose of the working group is to:

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

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

For the University:

  
Sabriena Aujla  
Senior Manager, Employee Relations

Jan 19, 2023  
Date

For the Union:

  
Chloe Martin-Cabanne  
President, Local 2950

19 January 2023  
Date

Date Tabled: March 8, 2023

Time Tabled: 10:33 am

Bargaining Proposal: Letter of Understanding Re: Overpayments - NEW

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 2950

**Re: Letter of Understanding Re: Overpayments**

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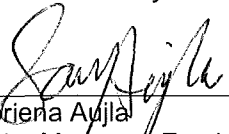
In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee **that is under five-hundred dollars (\$500)**, and such error has been made in good faith, the University shall be entitled to recover any overpayment, provided **the error has been 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. Where 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.~~
1. **Unless the employee proposes an alternative payment plan, the installment amounts will be made by payroll deduction on the following basis:** ~~impractical or unreasonable to do so, the proposed recovery is made over a period of time not no less than the period during which the overpayment was made unless otherwise agreed between the University and the employee.~~
  - a. **For employees earning less than one thousand dollars (\$1000.00) per pay period, the maximum amount deducted per pay period shall be twenty-five dollars (\$25.00);**
  - b. **For employees earning more than one thousand dollars (\$1000.00) per pay period but less than two thousand dollars (\$2000.00) per pay period, the maximum amount deducted per pay period shall be fifty dollars (\$50.00);**
  - c. **For employees earning more than two thousand dollars (\$2000.00) per pay period but less than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be seventy-five dollars (\$75.00);**
  - d. **For employees earning more than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be one hundred dollars (\$100.00).**
- ~~2. The instalment amounts will be made by payroll deduction and shall not be less than ten percent (10%) of the employee's gross income per pay period~~

3. In the event the overpayment exceeds five-hundred dollars (\$500.00), the parties agree that every effort will be made to reach an agreement on repayment terms within thirty (30) calendar days.
4. When an employee disputes that an overpayment occurred, or the amount owing, recovery shall not be made under this letter.
5. Any grievance filed ~~relative~~ related to this Letter of Understanding will be heard at Step 3 and referred to Expedited Arbitration.
6. In the event the employee ~~retires from,~~ or leaves the employment of the University before the University is able to fully recover an overpayment, the University shall be entitled to make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.
7. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the University.

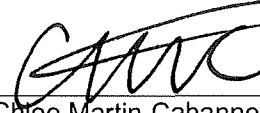
This Letter of Understanding does not apply where the overpayment results from an act of bad faith or other culpable action.

For the University:

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

March 8, 2023  
Date

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 8, 2023  
Date

Date Tabled: March 9/23

Time Tabled: 12:08 PM

Bargaining Proposal:

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

Between the  
University of British Columbia

And

The Canadian Union of Public Employees  
Local 2950

**Re: LETTER OF AGREEMENT – Targeted Wage Adjustments – Lower Pay Grades**

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

The adjustments will be made effective April 1, 2023 in the amount of \$0.25/hour for all positions in Pay Grade 1-4. This Letter of Agreement does not affect or amend Article 31 of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

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

For the University:

  
\_\_\_\_\_  
Sabriena Aujia  
Senior Employee Relations Manager

For the Union:

  
\_\_\_\_\_  
Chloe Martin-Cabanne  
President, Local 2950

March 9, 2023  
\_\_\_\_\_  
Date

March 9, 2023  
\_\_\_\_\_  
Date

Date Tabled: March 6/23  
Time Tabled: 10:42AM

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 2950

**Re: LETTER OF AGREEMENT – Cost of Living Adjustments**

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

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

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

For the University:



Sabriena Auja  
Senior Employee Relations Manager

March 9, 2023  
Date

For the Union:



Chloe Martin-Cabanne  
President, Local 2950

March 9, 2023  
Date

Date tabled: March 6/23  
Time tabled: 10:44AM

**UBC Proposal**

NEGOTIATIONS BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA  
(the "University")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2950  
(the "Union")

**The negotiation committees for the above parties agree to recommend the following revision to the collective agreement:**

**Letter of Agreement – Personal Spending Account**

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

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

Dated this 9th day of March, 2023



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



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