CUPE 116
Major Changes to the Collective Agreement
November 2012

1) Article 3.06 Definition of Employee (Major Rewrite)
   - Formatted into sub-sections
   - New definitions for Staff Employee including a new part-time staff employee category.
   - Clarification of the distinction between part-time staff and hourly employees
   - Temporary employees may now be used for six (6) months instead of (3)
   - New Recurring Temporary Employee language for the Bookstore

2) Article 5 - Committees
   Changes to the Local Working Committee and Labour-Management Committee language.

3) Article 8.06 Adverse Report (Sunset Clause)
   Discipline is now “deemed” removed after twenty-four (24) months. No longer requires employee request.

4) Article 9.01 Seniority Defined
   A change in how a seasonal employee is credited for seniority. A seasonal employee now only receives credit for time worked if they convert to an ongoing position.

5) Article 9.06 Transfer Outside the Bargaining Unit
   Where an employee accepts a temporary position outside the bargaining unit to cover off a long term illness leave, maternity/parental leave, or military leave, they retain the ability to return to the bargaining unit without loss of seniority for twelve (12) months.

6) Article 10.01 Job Postings
   - We have agreed to include the name of the Faculty for technician postings within the 116 certification.
   - You may now post for longer than five (5) days.
   - Limited online only postings (through new LOU).

7) Article 12.01 Hours of Work
   - Day shift is now 7:00am to 6:00pm (from 5:00pm).
   - Bookstore now able to set its own hours of operation without requiring Union agreement.
8) Article 12.02 Changes to Work Schedule

SHHS Conferences and Accommodations now have permanent one (1) week notice for scheduling.

9) Article 12.05 Modification to Work Schedules (replaces LOU 4)

Provides guidance for modified work schedules (such as flex time or nine-day fortnights). Sets out criteria to be considered:

a) The potential for reduction in the use of leave for medical and dental appointments;
b) Customer Service;
c) Operational Requirements;
d) The potential for reduction in childcare costs;
e) Sustainability;
f) Greater coverage of the work day by employees 'on shift';
g) The potential for reductions in overtime;
h) Impacts on work flow;
i) Interdependency of work units;
j) Cost.

Also sets out some other important factors, including that the number of hours worked on an alternate schedule must be the same as the base schedule.

10) Article 14.01 Shift Premium

Afternoon Shift Premium is now paid from 6:00pm. A major language change to clarify that afternoon shift premium is only paid for hours worked after 6:00pm. Evening shift premium is only paid for hours worked after 11:00pm.

Therefore, if an employee starts at 4:00pm and is scheduled until 9:00pm, they do not receive a shift premium until 6:00pm and will only receive that premium for three (3) hours. Likewise, an employee who starts at 9:00pm and works until 2:00am will receive a $0.70/hr shift premium for two (2) hours and a $0.75/hr shift premium for three (3) hours.

11) Article 15.01 Paid Holidays

Adds Family Day.

12) Article 16.01 Vacation Preference and Schedules

Provides greater clarity around deadlines for vacation scheduling. We are now required to communicate vacation entitlements to employees by January 15th. They must provide their preferences by February 15th to allow departments and units two (2) weeks to prepare the final schedule.
13) Article 17.09 Dependent Sick Leave (Replaces LOU 7)

Changes the application of dependent sick leave from “living in the same residence” to a specific list of eligible individuals (a child, foster child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, if she or he is related to the employee by blood, marriage or adoption or, as common-law spouse or same sex partner is living in a marriage-like relationship with the employee). This is largely the definition in the 2950 Agreement.

14) Article 18.04 Paid Bereavement Leave

The old language gave the authority for approving bereavement leave to HR. The new language makes it a local decision. If a request for an extension due to “special circumstances” is denied by the department/unit, the employee or Union may request a review by HR.

Please note that, unless the request is made by the Union on behalf of the employee, no information is to be shared with the Union. It is an employee’s personal information and is only to be provided to the Union upon consent by the employee (consent is inferred if the Union makes the request).

15) Article 18.09 General Leave

Added language to clarify that leaves of absence to fulfill family obligations (such as matters related to the health, care, and/or education of family members) fall under this Article.

16) Article 20

Changes to the Classification/Reclassification process. Added a layer of internal appeal to the Director, Total Compensation in order to provide a more fair and transparent process.

17) Article 22.01 Staff Pension Plan

Significant change to provide eligibility to the Staff Pension Plan for hourly workforce who qualifies under the other terms of the Plan. UBC has a large group of hourly employees who have worked substantial hours over many years who have not been eligible for the Plan on the basis of their status as Hourly Employees. We have agreed to amend the SPP to allow them access.

As part of this revision to the SPP, we are eliminating our contribution to the CUPE 116 Hourly Pension Plan. The Union will likely be winding their plan down.

18) Article 22.04 Part-time and Hourly Employee Benefits

A major cost-neutral change to the manner in which we calculate eligibility. We will now determine eligibility based on annual hours worked, not on a rolling three (3) month average. This will avoid employees falling in and out of benefits entitlements, often without knowing their status, and ease a significant administrative burden on the University.
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There is now an obligation on our part that, where an employee works 960 hours that we will “endeavor” to maintain that level of work for them.

19) Article 23 Health and Safety

There are many changes to the provisions set out within this Article. Most are recognition of our current practices and some provide additional clarification to employees about what information is, or should be, available.

20) Article 25.03 Allowance for Footwear

Safety footwear allowance has been increased from $120 every two (2) years to $150 every two (2) years.

21) LOU 15/16/17 Food Services

LOU 15 and LOU 16 have been combined in a major rewrite of the special provisions that govern Food Services. There is now a single letter that provides for Specialized Skills, Scheduling, Extra Hours, and Catering.

Also, retail pool is now broken into three sub-pools, with seniority applied within each sub-pool.

22) NEW LOU – Campus Security Eight Day Work Cycle

The four (4) on - four (4) off work schedule in Campus Security has been added to the Agreement.

23) NEW LOU – Expedited Arbitration

An expedited process for grievance resolution to help disputes that cannot be settled be resolved quicker.

24) NEW LOU – Job Selection Dispute Disclosure

Provides an authorization for UBC to release information relied upon in a job selection competition to the Union in the event of a grievance.

25) NEW LOU – Apprenticeships

This letter establishes some better parameters around the formation and operation of the Apprenticeship Committee currently set out in the Collective Agreement. There will be a Joint Apprenticeship Advisory Committee that will have the authority to set up local committees to assist with apprenticeships in the various areas they may arise (Building Operations, Faculty of Science, Faculty of Applied Science, and SHHS).