

**COLLECTIVE AGREEMENT**

**between the**

**UNIVERSITY OF BRITISH COLUMBIA**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from July 1, 2012 to June 30, 2014**

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## ARTICLE 1 - PREAMBLE

The purpose of this Agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the University and the Union to the benefit of both parties.

## ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

### 2.1 Sole Collective Bargaining Agent

The University or anyone authorized to act on its behalf recognize the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union, or anyone authorized to act on behalf of the Union, in any and all matters covered by this Agreement affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.

### 2.2 Recognized Union Insignia

The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## ARTICLE 3 - RIGHTS OF MANAGEMENT

Except as otherwise provided in this Agreement, the University or its delegated officer has exclusive control over the management, supervision and administration of the University and the direction of the working force.

## ARTICLE 4 - CONFLICTING AGREEMENTS

The University agrees not to enter into any agreement or contract with the union employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void. In the event that there is a conflict between the contents of this Agreement and any regulations made by the University or its administrators, this Agreement shall take precedence over the said regulation, except for provisions derived from or under provincial legislation.

## ARTICLE 5 - CERTIFICATE OF BARGAINING AUTHORITY

### 5.1 Excluded Positions

This Agreement shall relate only to employees and categories of employees referred to in the Certificate of Bargaining Authority issued by the Labour Relations Board under date of August 14, 1973, and covering only Non-Teaching Staff as expressly provided in Appendix A. Other categories of Non-Teaching Staff may be added subsequent to the anniversary date of this Agreement, but in any event the following shall be excluded:

- Administrative Assistant, Deputy Vice Chancellor and Principal's Office
- Administrative Assistant, Human Resources
- Administrative Assistant, Deputy Vice Chancellor and Principal's Office
- Administrative Assistant, Office of the Provost and Vice Principal

- Administrative Assistant to the AVP Students, Associate Vice President Student's Office
- HR Reporting and Budget Administrator, Human Resources
- Executive Administrative Assistant, Office of the Provost and Vice Principal
- Executive Administrative Assistant, Deputy Vice Chancellor and Principal's Office

## **5.2 New Classification**

When the University creates a new position which does not fall within Appendix A, and for which the assigned duties might reasonably be deemed to come within the bargaining unit for which the Union is certified, the University shall consult with the Union to determine whether or not that position ought to be included as a new classification in this Agreement. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.

## **5.3 Organizational Chart**

The University shall provide the Union with a copy of the organizational chart for the department where the position is located, a copy of the position's job description and copy of the job description for the position which supervises the position in question.

## **5.4 Change in Status of Position**

If an existing position is changed, such that the Union has concerns about its status, the information as described in 5.2 and 5.3 shall be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.

# **ARTICLE 6 - UNION SECURITY**

## **6.1 Union Membership**

Employees who are now or hereafter become members of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall become a member of the Union as a condition of employment, except where applicable under prevailing legislation.

## **6.2 Union Membership for Auxiliary Appointments**

Employees on auxiliary appointments who are employed for 10 accumulated working days or less shall not be required to become members of the Union as a condition of employment. Such employees shall be paid the listed rate of pay in accordance with Appendix C of this Agreement.

# **ARTICLE 7 - NO DISCRIMINATION CLAUSE**

The University and its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, nationality, political or religious affiliations, sex or marital status, disabling conditions unrelated to job performance, nor by reason of their membership in a labour union or for the exercise of rights, privileges and benefits provided by the terms of this Agreement and the employees shall at all times and in like manner act in good faith toward the University.

**ARTICLE 8 - GENERAL****8.1 Access to the Collective Agreement**

It is understood by all parties that only staff governed by the Collective Agreement have access to any provisions of that Agreement.

**8.2 Personnel File**

An employee, or upon written authority, designate, shall have access to all material in the employee's official personnel file at a time or times mutually convenient to the University and the employee. Examination of the contents of the official personnel file shall be in the presence of the person authorized by the University. An employee shall be provided, at the time of filing, with a copy of evaluation performance statements, letters of commendation and censure, and any other documents which may be the basis of disciplinary action. Letters of censure will indicate a copy is to be placed in the personnel file.

**ARTICLE 9 - THE UNIVERSITY SHALL ACQUAINT NEW EMPLOYEES****9.1 Employer to Acquaint New Employees**

The University agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. The University shall provide new employees with a copy of the Collective Agreement, with the appointment letter a copy of which shall be forwarded to the support staff Bargaining Unit Chairperson. New employees shall be advised of the name and location of their steward.

**9.2 Union Orientation of New Members**

The University agrees to allow four 90 minute lunch meetings (12:00 to 1:30) in each calendar year. The Union may arrange when meetings are to be held provided at least 10 days advance notice is given.

**ARTICLE 10 - CHECK-OFF OF UNION DUES****10.1 Deduction of Membership Dues**

Each pay period the University shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular dues payable to the BCGEU. Dues or payments in lieu shall be considered owing in the period for which they are deducted.

**10.2 Assessment Levied – Constitution and Bylaws**

The University shall deduct from any employee, upon written consent of that employee, any assessments levied in accordance with the BCGEU Constitution and/or Bylaws.

**10.3 Information Provided to BCGEU**

The University agrees to make every reasonable effort to provide on a monthly basis the following information electronically to the President of the BCGEU:

- employee surname
- employee first name
- business contact information
- base job classification
- start date

- hourly salary
- dues amount
- month-to-date dues.

The University will provide employee identification numbers for each bargaining unit employee to the Union.

#### **10.4 T4 Reporting of Dues**

The University shall include on each employee's T4 statement the amount of the deductions paid to the Union by the employee in the previous year.

#### **10.5 Union to Advise Employer re Amount of Dues**

Before the University is obliged to deduct any amount under Clause 10.1 of this article, the Union must advise the University, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the University signed by the President of the BCGEU.

#### **10.6 Assignment of Wages**

Employees shall, as a condition of continued employment, complete an Assignment of Wages form providing for the deduction of union dues.

### **ARTICLE 11 - BULLETIN BOARD**

#### **11.1 Bulletin Board**

The University shall provide a bulletin board in an agreed location which the Union shall have the right to post a copy of this Agreement and notices of meetings and such other notices as may be of interest to the employees.

#### **11.2 Technical Information**

The University agrees to provide the Union such public information and such information relating to employees in the bargaining unit as is available and as may be required by the Union for collective bargaining purposes.

### **ARTICLE 12 - PICKET LINES**

#### **12.1 The University Premises**

In the event that a picket line is set up at the University premises, arising out of a dispute as defined in the prevailing legislation, any refusal to work or failure to cross such picket lines by employee members of this Union shall not be considered a violation of this Agreement, nor constitute sufficient grounds for dismissal.

#### **12.2 Off University Premises**

Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

**ARTICLE 13 - UNION REPRESENTATIVES****13.1 Union Staff Access to Premises**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

**13.2 Union Notice to Employer**

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

**ARTICLE 14 - STEWARDS****14.1 Steward Activities**

The Union shall appoint or elect stewards and shall notify the University in writing of such appointment or election. The University shall recognize stewards and shall not discriminate against them for steward activity. The Union and the University shall agree as to the on-the-job activities of the stewards. Those activities as defined shall be:

- (a) the posting of union bulletins and notices;
- (b) the investigation of and the processing of grievances;
- (c) the supervision of ballot boxes when necessary;
- (d) carrying out those duties within the realm of safety responsibilities.

**14.2 Operational Requirements**

It is mutually understood that Clause 14.1 will in no way interfere with University duties as laid down.

**ARTICLE 15 - SUBCONTRACTING**

(a) The University agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, excepting in instances where the University feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner the University may, in consultation and by agreement with the Union, subcontract that particular operation. It is agreed that no permanent employees will lose their employment because of any subcontracting engaged in by the University. See also Appendix D of this contract.

(b) The University agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit Chairperson and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

**ARTICLE 16 - APPOINTMENTS****16.1 Regular Appointments****(a) Full-Time Regular Appointment**

A full-time regular appointment is one which involves 35 hours of work per week for a period of 12 consecutive months on an annual basis, calculated from date of appointment in this appointment category. (See Clause 16.2[d]).

(b) *Part-Time Regular Appointment*

A part-time regular appointment is one which involves less than 35 hours of work per week for a period of 12 consecutive months on an annual basis, calculated from date of appointment in this appointment category. (See Clause 16.2[d]).

(c) *Sessional Appointment*

Appointments of eight consecutive months or more and less than 12 consecutive months may be referred to as sessional appointments.

## 16.2 Auxiliary Appointments

(a) *Full-time Auxiliary Appointment*

A full-time auxiliary appointment is one which involves 35 hours of work per week for a period of less than 12 consecutive months from date of each appointment in this appointment category. (See Clause 16.2[d]).

(b) *Part-Time Auxiliary Appointment*

A part-time auxiliary appointment is one which involves less than 35 hours of work per week for a period of less than 12 consecutive months from date of each appointment in this appointment category. (See Clause 16.2[d]).

(c) *Employee on Leave*

An auxiliary appointment is also an appointment resulting from an employee on regular appointment being on leave, in which case the auxiliary appointment shall not exceed the term of leave of the employee being replaced and shall not be eligible for conversion to a regular appointment.

(d) *Length of Appointment*

If an employee occupies the same position on an auxiliary appointment, excluding Section (c) of this clause for 12 consecutive months, the University shall post the position in keeping with Article 21 and shall thereby convert the position to regular appointment status, unless an extension is mutually agreed to by the Joint Committee.

(e) *Letter of Employment*

Employees hired on auxiliary appointments for a period of more than 10 working days shall receive a letter of appointment clearly stating their employment status and expected duration of employment with a copy of the letter to be forwarded to the support staff Bargaining Unit Chairperson.

(f) *Extension*

Wherever possible, employees on auxiliary appointments shall be given a minimum of one week's notice if the appointment is to be extended.

(g) The University shall prepare a list indicating name, classification and number of hours worked per month for all auxiliaries. Such list shall be updated monthly and sent to the Union.

## 16.3 Change of Status of Employment

A regular employee may request a change in status from a regular employee to an auxiliary employee and, if approved by Human Resources, shall assume a position on the auxiliary list in seniority order, provided that the employee clearly states his/her intentions, in writing, to Human Resources. Such employees shall carry with them their accumulated seniority and shall have all the rights conveyed by relevant provisions of the Collective Agreement.

#### 16.4 Shared Regular Appointment

- (a) A shared regular appointment is an appointment category used when the duties normally associated with one full-time position and one employee on regular appointment are voluntarily shared between two employees on regular appointments. The specific arrangements for sharing the duties may vary from one situation to another, and may include sharing the normal full-time annual workload for part of the year on a full-time basis, or for the entire year on a fractional basis.
- (b) Requests for shared regular appointments will be reviewed on an individual basis and the University is not obligated to approve applications.
- (c) The Director, Human Resources shall normally approve the application provided that the employees making the application, the department(s) involved, and the designated supervisor agree that services to students and to the University will not be adversely affected under the proposed arrangements.
- (d) Within 20 working days of the submission of the application, the Director, Human Resources shall inform the applicants in writing of his or her decision, and if the application is not approved, shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.
- (e) If one of the current incumbents leaves the shared appointment, the remaining incumbent shall assume the full-time position, unless a further shared appointment is requested and approved.
- (f) (1) An employee on a shared regular appointment shall accumulate seniority on a pro rata basis.
- (2) If the employment of an employee on a shared regular appointment is terminated in accordance with Article 26 (Seniority) and Article 36 (Layoff and Recall), the employee shall receive severance pay in accordance with Article 41 on a pro rata basis.
- (g) (1) The two employees on shared regular appointments are entitled to the salary provisions of a full-time regular appointment at each employee's appropriate salary scale step on a pro rata basis.
- (2) Employees on a shared regular appointment shall receive an annual salary incremental increase in accordance with Clause 29.2 until the maximum salary for their level is reached.
- (3) Employees on a shared regular appointment shall be eligible for annual vacation in accordance with Clause 42.5(b).
- (4) If employees on a shared regular appointment wish to receive health and welfare benefits specified in Article 47, the period of participation shall be a complete University year (July 1 – June 30) or multiple thereof, and the University shall contribute a pro rata share of the annual costs of these benefits and the employees shall pay the balance of the annual costs of these benefits.
- (5) For the purposes of the Staff Pension Plan, the pensionable service of employees on a shared regular appointment shall be calculated on a pro rata basis during the period in which the employees are on a shared regular appointment.
- (6) For employees on a shared regular appointment, sick leave benefits as specified in Article 50 shall be accumulated on a pro rata basis. Deductions from sick leave credits shall be in accordance with the specific arrangements for sharing duties (see Clause 16.4[a]).

(7) Employees on a shared regular appointment shall continue to be eligible for benefits from the Staff Development fund on the same basis as for a full-time employees on a regular appointment.

## **ARTICLE 17 - JOINT COMMITTEE**

### **17.1 Definition**

A joint committee comprised of representatives of the University, and representatives of the Support Staff Bargaining Committee shall constitute the Joint Committee referred to throughout this contract, unless otherwise specified. The Joint Committee shall meet the second Tuesday of each month unless otherwise mutually agreed. In emergency situations, the Joint Committee shall also meet no later than 10 working days following the call of either party.

## **ARTICLE 18 - JOB EVALUATION**

### **18.1 Job Evaluation**

There shall be a system of job evaluation, mutually agreed to by both parties, for classifications covered by this Agreement. The Joint Job Evaluation Committee (JJEC) shall be responsible for maintaining the job evaluation system (the process of determining the worth of a job in relation to other jobs covered by this Agreement) and shall review and update job descriptions, upon the request of either party.

### **18.2 Job Descriptions**

The University agrees to maintain job descriptions for all positions for which the Union is the bargaining agent.

## **ARTICLE 19 - NEW POSITIONS/CLASSIFICATIONS**

### **19.1 Right to Create Positions**

The University maintains the right to create positions and establish their duties and responsibilities (job descriptions).

### **19.2 Rate of Pay**

When a new classification covered by this Agreement is introduced or a salary adjustment is proposed for an existing classification by the University, the rate of pay shall be subject to negotiations between the University and the Union.

## **ARTICLE 20 - RECLASSIFICATION**

### **20.1 Right to Classify or Reclassify Positions**

The University maintains the right to classify or reclassify positions in keeping with the job evaluation plan mentioned under Article 18. The University shall stipulate the effective date of any such reclassification.

### **20.2 Positions Reclassified**

(a) It is understood that if a position is to be reclassified in accordance with Clause 20.1 and posted, the incumbent holding the original position shall be given first and full consideration.



(b) If the incumbent is unsuccessful in obtaining the reclassified position, the University shall, in consultation with the Union, make every reasonable effort to relocate the employee within the bargaining unit.

(c) If the incumbent is successful in obtaining the reclassified position but proves unsatisfactory during the probationary period, the University shall again, in consultation with the Union, make every reasonable effort to relocate the employee within the bargaining unit.

### **20.3 Notification to Downgrade or Delete Positions**

The Union shall be notified in advance of any recommendation by the administration to the Board of the University to delete or downgrade a position filled by an employee on regular appointment.

### **20.4 Reclassification**

(a) An employee who requests a reclassification of his or her position shall initiate the reclassification process by submitting a Request for Classification Review Form, current job description and proposed new job description, using the Job Description Template to his or her immediate supervisor. The employee and supervisor must discuss the employee's classification request and reach agreement on the content of the employee's job description.

(b) (1) Within 20 working days after the employee submits the documents referred to in Clause 20.4(a) to the supervisor, the supervisor shall submit the form and the finalized job description to the JJEC.

(2) A supervisor may initiate a request for reclassification of a position. Where there is an incumbent in the position, the supervisor will discuss the changes in the position with the employee prior to submitting the Request for Classification Review Form.

(c) Within 15 days of the receipt of submission the JJEC, comprised of two administrative and two union representatives, shall complete the classification rating. The Committee shall inform the employee, the supervisor and the Union of the results of the classification by letter explaining the reasons for the decision.

(d) If an employee disagrees with the classification decision, the employee shall have the right to appeal. The employee must file a classification appeal hearing within 10 working days after receiving the written notification of the decision. The Joint Job Evaluation Appeal Panel (JJEAP) shall include one member appointed by the University and one appointed by the Union. To ensure objectivity, members of the panel shall not have had any prior involvement with the particular classification appealed. An employee shall have the right to appear in person before the appeal panel and the panel may call any person(s) to provide relevant clarification in order to arrive at a just decision.

(e) If the Joint Job Evaluation Appeal Panel is unable to agree on the proposed classification, the grievance procedure under Article 70 may be invoked.

(f) The effective date of an approved reclassification shall be the date that the Request for Classification Review Form was signed and submitted as in Clause 20.4(a).

## **ARTICLE 21 - POSTING OF POSITIONS**

### **21.1 Posting Required**

All positions anticipated by the University to be more than four months in duration shall be posted electronically for a minimum of 10 calendar days exclusive of statutory holidays.

## 21.2 Details of Posting

The position vacancy notice shall contain the following information: nature of the position as detailed in the job description in keeping with the job evaluation plan; type of appointment; required qualifications related to education, experience, knowledge, skills and abilities; shift; salary; closing date; location and bargaining unit.

## 21.3 Letter of Preference

In order that all employees have an equal opportunity to apply for vacant or new bargaining unit positions while on leave, employees who have seniority shall be allowed to submit a "*Letter of Preference*" indicating the specific position for which they wish to apply. Letters of Preference must be position specific and shall remain valid for the length of their vacation.

## ARTICLE 22 - SELECTION OF EMPLOYEES

Both parties recognize the benefit of providing opportunities for job improvement or advancement.

### 22.1 Union Representation on Selection Committees

A union representative shall sit as an observer during interviews and final selection of candidates for positions under the Union's jurisdiction in all instances where an internal applicant has applied. The University will provide at least three full working days notice prior to any interview to the Union's observer coordinator. Unreasonable tardiness or failure of an observer to report will not impede the interview process or provide a cause for grievance.

### 22.2 Selection Criteria

- (a) Selection committees shall base their recommendations on the criteria as detailed in the position vacancy notice and job description as set out in Clause 21.2.
- (b) Internal applicants with two or more completed years of service with the University shall receive a percentage of the total point rating for the vacant position for seniority. The points for seniority shall be calculated on the basis of two percent for each year of service to a maximum of 14% of the total point rating.
- (c) In the final stages of a selection procedure, if there are two or more candidates whom a committee finds equally qualified for a position, and if one of these candidates is an internal applicant, a selection committee shall recommend first preference for the internal candidate senior in service to the University.

### 22.3 Internal Applicants

- (a) All applicants who are on the seniority lists and possess the required qualifications or are in the process of acquiring the required qualifications within the provisions set out in Clause 22.6 shall be entitled to an interview by the selection Committee. Where the number of qualified internal applicants exceeds three, the department shall interview the three most senior qualified applicants.
- (b) All applicants who are on the seniority lists and who are called for an interview shall be granted leave of absence with pay.
- (c) Provided that a request is received in writing from an unsuccessful applicant within seven days following appointment of an applicant to an established position, the applicant shall be notified in writing within seven days of receipt of the employee's request of the reasons why the employee was unsuccessful.

- (d) The University agrees to supply employees at the time of hiring, promotion or upon request, with a copy of their job descriptions.

#### **22.4 Selection: Auxiliary Appointments**

Offers of short-term non-posted auxiliary appointments or auxiliary appointments for which no applications have been received shall be made to the most senior person on the auxiliary seniority list who is qualified to carry out the work available (see Clause 26.2).

#### **22.5 Regular Appointments: Competition for Auxiliary Appointments**

(a) Employees on regular appointments and not on probation may apply for a posted auxiliary appointment of four consecutive months or more. If an employee on regular appointment is the successful applicant, assignment to the auxiliary position shall be subject to the availability of a suitable replacement in accordance with Clause 16.2(c). For the duration of the assignment, such employee shall retain regular appointment status and shall return to his/her original position upon completion of the project and/or assignment period.

(b) Employees on regular appointments will be notified by their supervisor of auxiliary positions within their department which are anticipated by the University to be more than three consecutive months in duration. Employees interested in the position shall advise the supervisor within five working days of the notice. The position shall be offered to the employee meeting the basic requirements for the position who is senior in service to the University. If there are no interested employees, the position shall be offered in accordance with Clause 22.4. If the position is filled by an employee on regular appointment the subsequent vacant position may be filled in accordance with Clause 22.4.

(c) The provisions of this section of this clause shall normally apply only to the assignment of one employee on regular appointment to a position carrying an auxiliary appointment as described above, and not to sequential assignments to other positions triggered by the first move.

#### **22.6 Promotion – Required Qualifications**

In cases of promotion requiring higher qualifications or certification, the University shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed between the parties to this Agreement, and to revert to their former positions if the required qualifications are not met within such time.

#### **22.7 Promotion – Placement on Scale**

Where an employee is appointed to another position which carries a higher salary scale, the employee will receive the rate in the new salary scale which is a minimum of one step higher than their current step or the minimum of the new scale, whichever is greater.

### **ARTICLE 23 - JOB TRANSFER AND RECLASSIFICATION DOWNWARD**

#### **23.1 Transfer to Lower Classification – Placement on Scale**

Where employees are transferred from one job classification to one in a lower rate structured category at the request of the University, they will be placed at a step in the lower salary range equal to the pay received in the higher category on a "mark time" basis until the lower increment steps are matched or exceeded.

### **23.2 Transfer of Position**

(a) The Joint Committee may, at the request of either party, recommend to the appropriate Associate Vice-President or Dean requests for a lateral transfer or voluntary demotion to a vacant position, without the requirements to post the position, under the following circumstances:

- (1) on compassionate or medical grounds to employees who have completed their probationary period;
- (2) to employees who are incapacitated by reason of industrial injury or illness arising from their employment at the University;
- (3) to employees who become incapacitated through natural causes.

(b) The jurisdiction of the Joint Committee is not limited to the initial placement under this provision and is retained by the Committee for subsequent placements.

### **23.3 Secondment**

(a) The University agrees to advise the Union on any proposed secondment of an employee within the bargaining unit, to a position at the University outside the bargaining unit, and to make every effort to provide the employee with two weeks written notice, where possible, indicating the terms of such secondment.

(b) The provisions of applicable current collective agreements or Administration policies will apply to such seconded employees. The secondment requires the mutual agreement of the affected employee.

(c) Employees shall continue to accrue seniority and shall return to their positions within this bargaining unit immediately upon the expiration of their secondment.

## **ARTICLE 24 - PROBATION**

### **24.1 New Employee**

(a) New employees granted regular appointments shall be required to successfully complete a six-month probationary period calculated from their date of appointment to a position. If unsuccessful, they may be released from employment.

(b) New employees on auxiliary appointments shall be required to successfully complete a six-month (910 hours) probationary period. If the University deems unsuccessful, they may be released from employment.

(c) A probationary employee on an approved leave that extends beyond two weeks shall have her/his probationary period extended for a period equal to the duration of the leave.

### **24.2 Change in Position**

(a) Employees on regular appointments who are granted a regular appointment to another position at the University shall be required to complete an additional three-month probationary period calculated from date of appointment to the latter position. In the event that such employees prove unsatisfactory during the probationary period, they will be returned to their former position or failing that, they will be placed in a position of equal salary and similar classification as determined by the Joint Committee.

(b) Employees on auxiliary appointments who are granted a regular appointment at the University shall be required to complete an additional six-month probationary period calculated from the date of appointment to the regular position. In the event that such employees prove unsatisfactory during the probationary period, they will be returned to the auxiliary pool. This will be considered as a negative evaluation as per Clause 26.2(e)(6). If the auxiliary employee is appointed to a regular position in which they have successfully completed a six month probationary period in the same department and same assignment the required additional probation period will be three months from the date of the regular appointment.

### **24.3 Unsatisfactory Probation**

In the event that the service of an employee on regular appointment is found by the University to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, it will not be necessary to re-post the position. Should such a situation arise, the University may appoint the next available candidate recommended by the selection committee for that competition. Should the service of the second employee be found to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, the position will be re-posted. The Union will be advised of actions taken by the University.

## **ARTICLE 25 - PERFORMANCE APPRAISALS**

### **25.1 Employee Response to Appraisal**

When a formal appraisal of an employee's performance is carried out, the employee shall be given up to five working days after discussion with the immediate supervisor to review and respond to the appraisal.

### **25.2 Acknowledging Appraisal**

Provision shall be made on the performance appraisal form for an employee to sign and add comments if desired. The form shall provide for the employee's signature in two places, one indicating the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided.

### **25.3 Ability to Grieve Performance Appraisal**

No employee may initiate a grievance regarding the contents of a performance appraisal unless the employee has signed in the space indicating disagreement with the appraisal.

### **25.4 Employee's Copy**

An employee shall receive a copy of the performance appraisal at the time of signing.

## **ARTICLE 26 - SENIORITY**

### **26.1 Seniority for Regular Appointment**

(a) Seniority for employees on regular appointments shall be defined as the length of accumulated full-time equivalent service as a member within the BCGEU bargaining unit at UBC Okanagan.

(b) Employees on regular appointments shall be credited with seniority when they have successfully completed the required probationary period, after which seniority will be backdated to the date of appointment. Seniority earned during the probationary period will be included in the total seniority calculation upon the completion of the probationary period.

(c) The University will maintain seniority lists in keeping with Section (a) of this clause. Seniority lists as of the last pay period including March 1st and October 1st shall be sent to the Union.

(d) If employees on regular appointments are absent from work because of sickness, accident or leave of absence approved by the Employer, they shall not lose seniority. Employees on regular appointment shall lose seniority only in the event:

- (1) they are discharged for just cause and are not reinstated;
- (2) they resign and are not reinstated within seven calendar days;
- (3) in the case of layoff, where Clause 36.2(m) does not take effect.

(e) Employees shall not accumulate seniority for the duration of the layoff period.

## **26.2 Seniority for Auxiliary Appointments**

(a) Seniority for employees on auxiliary appointments shall be defined as the length of accumulated service with the University, subject to Clause 26.2(e) of this clause, and shall operate on a bargaining unit wide basis.

(b) Employees on auxiliary appointments shall be eligible to accumulate seniority upon the completion of 30 working days with the University. Upon the completion of the 30 working days, the seniority for such employees shall be backdated to cover the 30 working days.

(c) Seniority for employees on auxiliary appointments shall be used for calculating receipt of increments based upon accumulated service, subject to Clause 26.2(e) of this clause. In addition, seniority earned on auxiliary appointments will be recognized should employees be successful in obtaining a regular appointment.

(d) The University will maintain seniority lists for employees on auxiliary appointments showing the date upon which the employees' service commenced and their service as at the last pay period of each month. Seniority lists will be sent within 15 days after the last day of each month to the support staff Bargaining Unit Chairperson who will be responsible for posting them on all bulletin boards.

(e) Auxiliary employees lose their seniority in the event that:

- (1) they are discharged for just cause;
- (2) they voluntarily terminate or abandon employment with the University;
- (3) there is a break of more than five consecutive months between appointments;
- (4) they refuse three separate offers of employment for which they are qualified within a six-month period provided 23 hours' notice of each offer is given and where the work offered is reasonably similar in content to that performed during previous auxiliary appointments;
- (5) exceptions may be made for valid reasons, i.e., medical, family emergency etc. In the case of refusals, employees shall be provided with written notification of the refusal.
- (6) they receive three negative performance reviews where the manager states they would not rehire.

## **ARTICLE 27 - PAY PERIODS**

Salaries shall be payable semi-monthly throughout the calendar year. In the event that a statutory holiday falls on the payday, the deposit shall be made on the previous day.

**ARTICLE 28 - SALARY AND WAGE INCREASES**

**28.1 Salary and Wage Increase**

See Appendix C for the salary scales which apply for the term of this Agreement.

**ARTICLE 29 - INCREMENTS**

**29.1 Full-Time Regular Appointments**

Employees on full-time regular appointments shall receive an annual incremental increase in the pay period in which their anniversary date falls. The anniversary date for employees on regular appointments is defined as the starting date of continuous service with the University or a date which reflects accumulated service, subject to Clause 26.1(d).

**29.2 Part-Time Regular Appointments**

Employees on part-time regular appointments shall receive an incremental increase when they have completed the equivalent of 12 months full-time service with the University; additional incremental increases for each successive equivalent of 12 months full-time service with the University, subject to Clause 26.1(d).

**29.3 Auxiliary Appointments**

Employees on auxiliary appointments shall receive an incremental increase when they have completed the equivalent of 12 months full-time service with the University and shall receive additional incremental increases for each successive equivalent of 12 months full-time service with the University, the foregoing being subject to Clause 26.2(e).

**29.4 Maximum**

The incremental increases shall be given in keeping with the preceding clauses of this article until the maximum of an employee's salary range has been reached.

**29.5 Long Service Increments**

BCGEU members who were remaining members of the bargaining unit as of July 1, 2005, shall be entitled to one more long service increment after which no further entitlement shall remain for that individual. This entitlement shall not apply to employees hired after July 1, 2005.

**ARTICLE 30 - SHIFT DIFFERENTIAL**

**30.1 Differential Pay Rates**

Differential pay shall be paid at the following rates:

Afternoon (4:00 p.m. to 12 midnight) .....	70¢
Graveyard (12 midnight to 8:00 a.m.) .....	85¢

**30.2 Hours Worked**

Where the majority of an employee's regular hours of work fall within either the designated afternoon or graveyard shift, the differential shall be paid for all hours worked.

## ARTICLE 31 - PAID FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the University. Rate of pay provided for by this Agreement shall be no less than the rates specified in this Agreement. Time shall be computed from the time that employees are ordered to report for work or registers in, whichever is later, until they have performed their scheduled duties.

## ARTICLE 32 - HOURS OF WORK AND OVERTIME

### 32.1 Workweek Defined

(a) Except for employees identified in Clause 32.1(b), the normal workweek shall consist of five days consisting of seven-hour days. Hours of work for employees whose schedules are directly related to a student's class or study tour hours shall be in accordance with the needs of the student, but in any event, shall not exceed 70 hours biweekly.

(b) The University may authorize modified workweeks for specified periods in selected parts of the University's operations.

Upon request for a modified workweek, the supervisor shall meet with the employee to discuss the circumstances of the request. In considering the request, the supervisor shall take into account the following:

- (1) Impact on departmental services and operations.
- (2) The interests of (including the nature of the reasons put forward by) the employee.
- (3) Impact on workflow.
- (4) Impact on other departmental employees.
- (5) Availability of appropriately qualified employees to ensure operational continuity (interchangeability).
- (6) Cost implications.

### 32.2 Working Schedule

(a) The University shall set forth the working schedule of each department, hereinafter referred to as the "*Work Schedule*". In the event of change to the work schedule, the University will consult with the employees in the affected departments.

(b) Employees shall not be scheduled to work more than five consecutive days unless otherwise agreed to between the Union and the University. There shall be a minimum of two consecutive days off for each consecutive five days worked as per Article 32.6(d)(1)(ii).

(c) All employees are entitled to a minimum of 12 consecutive hours off duty between the completion of one work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned and may be required under conditions of operational necessity.

(d) Except for employees identified in Clause 32.1(b), no shift shall be split for a period longer than the regularly scheduled meal period except by mutual agreement between the Union and the University.



### 32.3 Shifts

(a) Preference in the choice of shifts shall normally be determined through collaborative discussion within each department. In the event that agreement cannot be reached on a voluntary, collegial basis or under conditions of operational necessity, shifts shall be assigned on the basis of seniority, subject to the following:

- (1) choice of shifts will be between regular employees with the ability to fulfill the job requirements;
- (2) regular part-time employees will not have choice of shifts over regular full-time employees.

(b) The University shall give affected employees at least 48 hours advance notice of proposed changes in shifts, except in the cases of emergency. In the event that 48 hours advance notice is not given, the employees affected shall receive applicable overtime rates of pay for any work performed within the 48 hour period.

(c) Employees may exchange shifts with mutual consent of the parties involved and with the approval of the University, provided that at least 48 hours advance notice is given and there is no increase in costs to the University.

(d) Where work is organized around shift rotation the University shall ensure that shifts will be rotated on an equitable basis.

(e) Filling shifts due to short-term vacancies of no more than three months, as a result of leaves or operational changes, shall normally be determined by collaborative discussion. In the event that agreement cannot be reached on voluntary, collegial basis, shifts can be assigned on the basis of seniority and equitable distribution.

### 32.4 Minimum Hours

Except where otherwise provided in this Agreement, in the event that employees on regular appointments start work on any day and are sent home before they have completed their normal shifts, the employees shall be paid for the normal shift. Employees on auxiliary appointments shall be paid not less than four hours after starting work on any day unless the auxiliary employee makes a request to leave prior to having worked four hours.

### 32.5 Minimum Callout Time

(a) Employees who are called out to work outside their regular working hours without receiving more than 24 hours' notice shall be paid for a minimum of four hours at overtime rates and shall be paid from the time they leave home to report for duty until they arrive back upon proceeding directly from work.

(b) If employees have notice of more than 24 hours, they shall be paid for a minimum of two hours at overtime rates and shall be paid from the time they leave home to report for duty until they arrive back upon proceeding directly from work.

(c) (1) Employees who are called out to work outside their regular working hours without receiving more than 24 hours' notice, but who are able to complete the required task without leaving home, shall be paid for actual hours worked, in one-hour increments, at overtime rates.

(2) Between the hours of 10 p.m. and 6 a.m., employees receiving a callout under Clause 32.5(c)(1) shall be paid for a minimum of four hours at overtime rates.

- (d) Employees shall have the right to refuse callout except in emergency situations.

### 32.6 Overtime

(a) *Sharing of Overtime*

Overtime work shall be allocated on an equitable basis within a department or specific work area involving employees within similar classifications.

(b) *Overtime Calculation*

Overtime shall be calculated in 30 minute increments.

(c) *Overtime during Layoffs*

There shall be no extended amount of overtime worked on any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

(d) *Overtime Rates*

(1) *Regular Full-Time Employee*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double-time after two hours in any one day or shift.

(ii) Regular full-time employees who are required to work more than five consecutive days will be paid double-time for all hours worked on the sixth and seventh day.

(2) *Regular Part-Time Employees*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate time and one-half for the first two hours worked and double-time after two hours in any one day or shift.

(ii) Part-time employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double-time.

(3) *Auxiliary Employees*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double-time after two hours in any one day or shift.

(ii) Auxiliary employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double-time.

(iii) For employees identified in Clause 32.1(b), overtime will be paid for all hours worked in excess of 70 hours biweekly and for time worked in excess of five days per week.

(e) *Time-off in Lieu of Overtime*

(1) Regular employees shall have the option of receiving equivalent compensating time off in lieu of payment for overtime worked if requested at the time of submission of overtime and on approval in writing from the immediate supervisor(s).

(2) Compensating time off shall be taken at a time mutually agreeable to the employees and the immediate supervisor(s), but in any event, shall be taken prior to December 31st of that calendar year.

(3) If employees are unable to schedule compensating time off due to operational requirements, any overtime due at December 31st for that calendar year, or prior to terminating employment, whichever is earlier, shall be paid in cash.

(f) *Right to Refuse Overtime*

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations. The parties recognize that provided reasonable notice has been given every effort will be made to accommodate overtime requests.

#### ARTICLE 33 - MEAL PERIOD

##### 33.1 Meal Period Defined

Employees shall be allowed to take one unpaid continuous period for meals of not less than 30 minutes nor more than one hour in any shift.

##### 33.2 Scheduling Breaks

Employees shall not be compelled to take more than one unpaid continuous hour before they have been on duty three hours, or after they have been on duty five hours, or in accordance with the work schedule.

##### 33.3 Overtime Breaks

When employees are required to work in excess of two continuous hours' overtime immediately before or after completion of their regular shifts, they shall be entitled to paid time off for the purpose of eating, such time to be as stipulated above at regular rates of pay. However, such time will be granted consistent with the efficient operation of the establishment. Employees shall also receive a meal allowance in accordance with Clause 64.

#### ARTICLE 34 - REST BREAKS

Employees working less than five hours shall be entitled to one paid rest break of 15 minutes. Employees working five hours or more shall be entitled to two paid rest breaks of 15 minutes each.

#### ARTICLE 35 - SUBSTITUTION PAY

##### 35.1 Rate of Pay

When a supervisor assigns an employee to a higher classification, the replacement employee shall receive a higher rate of pay for the full period served in the replacement position. The rate of pay, in the case of substitution shall be the rate of the higher classification which is closest to but not less than an increase of 3.5% of the previous salary or the minimum of the new scale, whichever is greater.

### 35.2 Maintain Regular Rate of Pay

An employee on regular appointment who is temporarily assigned by the University to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

## ARTICLE 36 - LAYOFF AND RECALL

### 36.1 Definitions

- (a) "*Layoff*" - An elimination of a regular position. Elimination of a full-time position with a reduction to part-time hours shall constitute a layoff. Reduction of a part-time position to below 50% resulting in a loss of benefits shall constitute a layoff. A sessional position of less than 12 consecutive months shall not be deemed to be a temporary layoff for the purposes of this article.
- (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 a suitable vacant position for which they are qualified.

### 36.2 Pre-Layoff

- (a) Where the University identifies a need to proceed with a layoff the University shall notify the Union, in writing, prior to issuing any layoff notices. The notice shall include where the reduction is required, the number of positions to be affected, the department(s), the centre, the pay level classification and qualifications of the position(s), the reasons for layoff, the cost reduction or other goal intended to be achieved by the layoff.
- (b) The University and the Union shall meet in Joint Committee, within five working days of the notice, to discuss the need to proceed with a layoff, the need of a pre-layoff canvass and to explore the options open to the affected employees.
- (c) To minimize layoffs, options shall be considered by the Joint Committee prior to issuing layoff notices. Options to be considered may include:
  - (1) job sharing;
  - (2) reduced hours through partial leaves;
  - (3) leave of absence;
  - (4) internal placement;
  - (5) secondment;
  - (6) retraining of affected employees;
  - (7) voluntary severance payout;
  - (8) early retirement incentives as outlined in the Collective Agreement;
  - (9) other options.
- (d) The compensation provided under Clause 36.2(c) will not exceed the cost that would be incurred through layoff under Clause 36.3.
- (e) The University shall give one months' written notice of layoff to affected employee(s). If the employee elects a voluntary severance, internal placement, or early retirement option, then the layoff notice shall be effective as of the date of option selection as in 36.2(f).

(f) The Joint Committee shall meet with the affected employee(s) within two working days of notice to discuss the options. The employee must confirm their choice of option in writing to the Joint Committee within five working days. Options to be considered may include:

- (1) internal placement;
- (2) early retirement incentive;
- (3) severance;
- (4) pre-layoff canvass.

(g) If the employee chooses option 1,2, or 3 above, a pre-layoff canvass will not be required and the employee will not be entitled to bumping or recall rights. If the employee requests that a pre-layoff canvass be conducted, the Joint Committee shall identify those employees for a pre-layoff canvass to be completed within 15 working days.

(h) The University shall conduct the pre-layoff canvass by sending out written notice to the employees identified for the pre-layoff canvass. The notice shall set out possible options as outlined in Clause 36.2(c). A voluntary resignation and severance payment or early retirement must prevent a layoff of an employee who would be entitled to layoff notice or severance pay under the Collective Agreement.

(i) Employees who are canvassed and who voluntarily respond to the canvass must do so in writing within 10 working days of receipt of the notice.

(j) Within five working days of the conclusion of the pre-layoff canvass, the University shall confirm in writing to the employees the approval of the choices made by the canvassed employees. The selections are final and binding.

(k) When the number of employees responding is greater than the reduction number identified by the University, the employee(s) with the most service seniority shall be granted their pre-layoff option provided the compensation limit under Clause (c) above is not exceeded.

(l) If the pre-layoff canvass process does not eliminate the need for layoffs, within five working days the Joint Committee will meet with employee(s) who received layoff notice to discuss the outcome of the pre-layoff canvass. Employee(s) shall be provided with a copy of an up-to-date BCGEU Seniority List as well as information on the options available to them.

(m) Within two working days of the meeting, the employee(s) must confirm their choice of option in writing to the Joint Committee. Options may include:

- (1) bumping less senior employees;
- (2) recall list;
- (3) severance.

(n) The one month layoff notice is effective as of the date of the employee's choice in 36.2(m).

### **36.3 Bumping**

(a) Employees on regular appointments whose positions are eliminated or who are displaced pursuant to this article may exercise their seniority by claiming any position in any job grouping within the bargaining unit subject to:

- (1) a regular full-time employee may claim the position that is occupied by the least senior full-time employee on regular appointment in that job grouping within that centre; or

- (2) a regular part-time or sessional employee may claim the position that is occupied by the least senior employee on regular appointment in that job grouping within that centre where the hours are equivalent to or greater than the laid off employee; or
  - (3) an employee may claim the position where the hours are less than the laid off employee provided the position being claimed is occupied by the least senior employee within that job grouping and that centre.
- (b) The claiming of a position as outlined in Clause 36.3(a) is subject to:
- (1) the claimant is able to perform the duties and meet the minimal educational and experience requirements of the position being claimed; and
  - (2) the claimant has more seniority than the incumbent; and
  - (3) if the position claimed is at another University centre then the University shall not be required to pay any transfer expenses.
- (c) Should the claiming of a position under Clause 36.3(a) not be possible, the employee may claim a position occupied by an employee on auxiliary appointment provided that the claimant is able to perform the duties and meet the minimal educational and experience requirements of the position being claimed.
- (d) (1) Employees who claim a position under Clause 36.3(c) shall retain their regular appointment status for the term of their employment in that position and any subsequent consecutive appointments to like positions.
- (2) For the purpose of this article an employee who has accepted an auxiliary appointment shall retain his/her right to claim a regular position under Clause 36.3(a) for a maximum period of one year from the date of layoff unless an extension is mutually agreed to by the Joint Committee.

#### **36.4 Recall**

- (a) In the event that the former position of the laid off employee becomes available within a one year period from the date of layoff, he/she shall be offered the position. In the event that an employee refuses a recall offer to his or her former position, within five working days of the offer, the University shall remove the employee's name from the recall list, unless there are extenuating circumstances acceptable to the Joint Committee.
- (b) Prior to filling an auxiliary position, the University shall recall employees laid off pursuant to this article in order of job grouping seniority relating to the vacancy, provided the employee is competent to do the work and has been laid off within the previous year. The University shall not be required to pay any transfer expenses which might arise as a result of recall.
- (c) (1) Prior to filling a regular position in a job grouping comparable to job groupings of laid off employees, the University shall post internally that vacant or new position. Any such posted position shall be filled by a regular employee or an employee on layoff provided the applicant meets the qualifications for that position. In filling any resulting vacancy, the above procedure shall be followed. If a laid off employee is recalled, it shall be in order of job grouping seniority provided the employee is competent to do the work and has been laid off within the previous year. The University shall not be required to pay any transfer expenses which might arise as a result of such a recall.

- (2) The determination of comparable job groupings shall be determined by the Joint Committee. In the event the Joint Committee is unable to reach agreement, the position shall be posted in accordance with Clause 36.4(c).
- (d) (1) The University shall inform all employees on the recall list of all position vacancies at the time of internal posting. Notice of vacancies shall be made by telephone, mail or by direct personal contact. In the event that an employee on the recall list wishes to be considered for a vacant position, the employee must apply in writing by the closing date of the posting.
- (2) In the event that an employee on layoff fails to apply for two position vacancies in his/her former job grouping, the University shall remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the Joint Committee.
- (e) An employee whose position is eliminated under this article and who has served the University for two years or more shall, if re-employed by the University in accordance with Clause 36.4(a), retain all rights in relation to seniority and salary.
- (f) In the case of employees whose employment was terminated under this article the records of such employees and any references for them shall clearly indicate the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.
- (g) In the event of layoff of employees on regular appointments, the University agrees to pay the monthly BC Medical Plan premiums for employees on regular appointments who are presently covered by the Plan, up to a limit of three months.
- (h) If former employees are re-employed on a regular appointment by the University during the 12-month period following termination, they shall refund the University that portion of severance pay which exceeds one month's salary for each month of layoff.
- (i) An employee shall retain his/her layoff status for a maximum period of one year from the date of layoff except as provided in Clause 36.3(d).
- (j) All correspondence relevant to Clause 36.2 – Pre-Layoff between the University, and employee(s), shall be copied to the Union.

## **ARTICLE 37 - DISCIPLINE, SUSPENSION, DISMISSAL**

### **37.1 Investigation of Conduct**

The parties agree that in certain situations, it may be in the best interest of both the University and employees that employees be reassigned to another job or removed from all the University locations during an investigation of conduct. Reassignment or removal will be at the discretion of the University. If an employee is removed prior to imposing disciplinary action the leave of absence will be without loss of pay.

### **37.2 Censures**

(a) Whenever the University or its agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employees fails to bring his/her performance up to a required standard by a given date, the University shall, within 10 working days after the censure, given written particulars of such censure to the employee and the Union.

(b) Subject to Clause 37.2(c) after a period of 12 months and upon a request in writing by the censured employee, written censure shall be removed from personnel records and destroyed, provided there are no further censurable infractions.

(c) In the case of a written censure issued as a result of a discrimination or sexual harassment complaint, the censure shall be removed from personnel records and destroyed after a period of five years, upon a request in writing by the censured employee, and provided there are no further censurable infractions under this clause.

### **37.3 Suspension/Dismissal Procedure**

(a) An employee on regular appointment may be dismissed for just cause only upon the authority of the University or its agent. Notice of dismissal shall be given in writing to such employee and a copy of the notice shall be released coincidentally to the Union.

(b) In the case of suspension of the employee, the Union and the employee shall be advised by the University, in writing, of the reasons for such suspension within two working days of the time of suspension.

(c) An employee considered by the Union to be wrongfully or unjustly disciplined, discharged or suspended shall be entitled to recourse under the grievance procedure in accordance with Article 70 of this Agreement.

### **37.4 Abandonment of Position**

An employee who fails to report for duty for three consecutive days without informing the University of the reason for the absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the University.

### **37.5 Right to Steward Representation**

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward reasonably believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **37.6 Correspondence**

Both parties agree that in the case of correspondence relevant to Article 37 – Discipline, Suspension, Dismissal, copies of such correspondence between the University, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.



**ARTICLE 38 - SEPARATION OF EMPLOYMENT****38.1 Dismissal**

Upon dismissal, the employee shall be paid, as soon as possible, by the University all money due to the employee.

**38.2 Resignation**

Upon resigning, the employee shall be paid by the University, on or before the payday in the week following such resignation, all money due to the employee.

**38.3 Notice**

An employee shall notify the University of his/her decision to leave the employ of the University by giving written notice one month in advance of the effective date of resignation unless an earlier date is mutually acceptable. The employee shall receive termination pay and benefits as provided for in this Agreement.

**ARTICLE 39 - RE-EMPLOYMENT****39.1 Rescind Resignation**

An employee, who was on a regular appointment, and who resigns for personal reasons may, within seven calendar days of the date of resignation, apply to be reinstated in his/her former position.

**39.2 Retain Rights**

In the event that an employee is reinstated pursuant to this article, such employee shall retain all previous rights with respect to seniority and benefits, provided that the employee had previously been employed with the University for a minimum of five years.

**ARTICLE 40 - TECHNOLOGICAL CHANGE****40.1 Notice of Intention**

Whenever possible the University will provide the Union with two months' notice of intention to introduce technological changes which might result in displacement or reduction of personnel.

**40.2 Retraining**

Employees becoming redundant due to technological change shall be eligible for retraining to qualify for new positions. Such retraining will be provided by the University without loss of pay to the affected employee(s).

**40.3 Displacement**

Employees who are displaced from their jobs by technological change will suffer no reduction in normal earnings for a three month period following such change and will be given the opportunity to fill other positions according to seniority and qualifications.

**40.4 Placement Planning**

Eligibility for retraining shall be based on the employee's capability to perform the duties of the new position within a three month training period. If an employee has such capabilities, retraining must be

offered. An employee who is offered retraining shall inform the Human Resources Department in writing within one month of receiving notice whether she/he intends to accept retraining.

#### 40.5 Severance

Employees whose services are terminated because of technological change shall receive severance pay.

### ARTICLE 41 - SEVERANCE PAY

#### 41.1 Eligible for Severance

The following regular employees will be eligible for severance pay:

- (a) an employee whose service is terminated by the University for reasons pursuant to Article 36 - Layoff and Recall and Article 40 – Technological Change; or
- (b) an employee on regular appointment as at March 6, 1989 who accumulated five or more years of service and voluntarily leaves the service of the University. This clause only pertains to the employees listed in Appendix E; or
- (c) an employee who becomes eligible under the terms of Appendix E; or
- (d) an employee on regular appointment as at July 1, 2005 who had accumulated 14 years of service and who was 48 years of age as of that date.

#### 41.2 Severance Pay Calculation

- (a) If severance is payable under Clause 41.1 then it shall be based on the employee's highest monthly salary and shall be calculated as follows:

Completed Years of Service	Severance
1 – 4	5 days for each year
5 – 8	40 days
9+	5 days for each year

- (b) Severance pay for part-time and sessional employees will be payable on a pro rata basis with the total hours worked prorated over the length of service to calculate the average number of hours worked each day to determine the daily rate.

#### 41.3 Termination for Cause

Severance pay shall not be payable to employees terminated for cause nor to employees who have less than one year of completed service.

### ARTICLE 42 - VACATIONS

#### 42.1 Definition

Annual vacation shall be based upon the calendar year; i.e., January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

#### 42.2 Leave Entitlement for New Employees

An employee earns but is not entitled to receive vacation leave during the first six months of employment, except by mutual agreement of the employee and the University. Vacation entitlement earned prior to December 31<sup>st</sup> shall be added to the next year's holiday entitlement.

### 42.3 Carryover

Upon notification in writing to their supervisor(s) prior to November 30<sup>th</sup>, employees on regular appointments may carry over a maximum of five days' vacation leave to the next calendar year. Upon approval of the supervisor(s), employees may carry over an additional five days for a maximum of 10 days' vacation leave to the next calendar year. Employees on sessional appointments may take vacation entitlement at a mutually agreeable time during the period of their appointments, and the provision to carry over vacation does not apply.

### 42.4 Payout of Vacation

For employees on sessional appointments, vacation entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.

Employees on regular appointments shall not receive cash in lieu of vacation time except upon termination of their employment.

### 42.5 Vacation Leave Credits

(a) Employees on regular appointments of 12 months a year shall earn vacation leave credits as follows; prorated where there is less than a full year's service:

- (1) During the 1<sup>st</sup> to 6<sup>th</sup> consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.
- (2) During the 7<sup>th</sup> to 9<sup>th</sup> consecutive years of employment, employees shall receive 26 working days annual vacation.
- (3) During the 10<sup>th</sup> to 14<sup>th</sup> consecutive years of employment, employees shall receive 27 working days annual vacation.
- (4) During the 15<sup>th</sup> to 19<sup>th</sup> consecutive years of employment, employees shall receive 28 working days annual vacation.
- (5) During the 20<sup>th</sup> to 24<sup>th</sup> consecutive years of employment, employees shall receive 29 working days annual vacation.
- (6) During the 25<sup>th</sup> consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.

(b) For employees on full-time regular appointments proration of annual vacation entitlement shall be based upon every month of service in which employees are paid a minimum of 70 hours.

(c) For employees on part-time regular appointments proration of annual vacation entitlement shall be based on actual hours worked.

(d) Employees on full-time regular appointments of less than 12 months or part-time regular appointment shall earn vacation leave credits in accordance with Clause 42.5(a) on the basis of accumulative service.

### 42.6 Auxiliary Appointments

(a) Auxiliary employees, who are on the seniority list, may request vacation leave by application to their supervisor.

(b) Employees on auxiliary appointments shall receive vacation pay at 6% for the first 3,430 accumulated hours, 8% for the next 6,720 accumulated hours and 10% for all hours accumulated over 10,150 hours subject to Clause 26.2(e). Vacation pay shall be paid semi-monthly.

(c) Notwithstanding Clause 26.2(e), offers of employment for which employees are qualified, and which would have required the employees to work during a vacation leave, shall not be deemed a refusal of employment.

#### **42.7 Vacation Schedules**

(a) Vacation schedules shall be circulated and posted not later than April 1<sup>st</sup> of each year. Employees who do not exercise their seniority rights by April 16 shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(b) Employees who transfer to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only.

(c) The University shall make every reasonable effort, subject to operational requirements, to ensure that employees are able to schedule vacations any time within the calendar year.

(d) Vacation schedules, once approved by the University, shall not be changed at the request of the University, other than in the cases of emergency.

(e) Scheduled vacation can be changed at the request of the employee if alternate scheduling arrangements meet the work requirements of the department. Such request shall not be unreasonably refused.

#### **42.8 Vacation Pay**

Payment for vacations will be made at employees' regular rates of pay, except if employees have been working in a higher paid position than their regular position for the majority of 60 working days preceding their vacation, in which case they shall receive the higher rate.

#### **42.9 Vacation Relief**

The Employer acknowledges that the purpose of vacation leave is to provide employees with a period of relief from the normal working environment and, as such, that employees are entitled to expect that their principal duties will be carried out during a period of absence.

### **ARTICLE 43 - STATUTORY HOLIDAYS**

#### **43.1 Regular Appointments**

(a) All employees on regular appointments shall receive a day off with pay on the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family Day

and any other day proclaimed by the federal, provincial or municipal government as a holiday. When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay. Employees required to work on any of the above holidays shall receive a regular days pay at one and one-half plus another days pay or day off. Employees electing to take the day off are entitled to take a day off at a time of their choosing within the next four months, subject to operational requirements.

- (b) Statutory holidays for regular part-time employees will be prorated based on actual hours worked in the preceding 28 day calendar period.

#### **43.2 Employees on Auxiliary Appointments**

All employees on auxiliary appointments who have worked or earned income on 15 of the 30 calendar days prior to a statutory holiday, and are still employed by the University, or are re-employed by the University within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have worked in the four week period immediately preceding the week in which the statutory holiday occurs.

#### **ARTICLE 44 - CHRISTMAS FLOATER**

- (a) A days leave of absence with pay shall be granted by the University to all employees, except those designated by the University to remain on duty in keeping with operational requirements, as follows:
- (1) on December 24 when Christmas Day falls on a Tuesday, Thursday, Friday or a Saturday;
  - (2) on December 27 when Christmas Day falls on a Monday or a Wednesday;
  - (3) on December 28 when Christmas Day falls on a Sunday.
- (b) Those employees who are designated to remain on duty on the Christmas floater shall receive a day off in lieu within the following 12 months.

#### **ARTICLE 45 - STAFF PENSION PLAN**

Enrolment in the University Staff Pension Plan shall be as set out under the rules of the University Staff Pension Plan.

#### **ARTICLE 46 - DEFERRED SALARY LEAVE PLAN**

Employees on regular appointments who have been continuously employed at the University for a minimum of five years are eligible to participate in the UBC Deferred Salary Leave Plan.

#### **ARTICLE 47 - HEALTH AND WELFARE PLANS**

##### **47.1 Medical Plan**

- (a) The Employer shall pay 100% of the monthly contribution to the Medical Plan.
- (b) Upon appointment to employment all regular employees shall be eligible to participate in the Medical Plan as outlined in (a) above.
- (c) After 66 days of accumulated service, auxiliary employees shall be eligible to participate in the Medical Plan as outlined in (a) above.

##### **47.2 Dental Plan**

- (a) The Employer shall pay 100% of the monthly contribution to the Dental Plan.
- (b) All regular employees who work a minimum of 17½ hours per week are eligible to participate in the Dental Plan as outlined in (a) above on the first day of the month on or after their date of hire.
- (c) After 66 days of accumulated service, all auxiliary employees shall be eligible to participate in the Dental Plan as outlined in (a) above, provided they work a minimum of 17½ hours per week.

**47.3 Extended Health Benefits**

- (a) The Employer shall pay 100% of the Extended Health Benefit premium.
- (b) Upon appointment to employment, all regular employees shall be eligible to participate in the Extended Health Benefit Plan as outlined in (a) above.
- (c) After 66 days of accumulated service, auxiliary employees shall be eligible to participate in the Extended Health Plan as outlined in (a) above.

**47.4 Basic Group Life Insurance**

The University will pay 100% of the premiums for Basic Group Life Insurance.

**47.5 Income Replacement (Long-Term Disability)**

Regular employees will pay 100% of the premiums for the Income Replacement Plan (Long-Term Disability).

**47.6 Employee and Family Assistance Program**

The University will pay 70% of the premiums for this plan and regular employees will pay 30% of the premiums for this plan.

**ARTICLE 48 - CONTINUATION OF BENEFIT COVERAGE**

- (a) When employees go off work ill, (either short-term or on LTD) or are on a Worksafe BC claim, the University shall continue to pay any or all Health and Welfare Benefits as detailed under Article 47 of this Agreement. If a grievance is invoked on their discharge, the University shall continue to pay Health and Welfare benefits for a period of 30 calendar days.
- (b) When employees go off work on a leave of absence without salary, the University shall continue to pay any or all Health and Welfare Benefits as detailed under Article 47 of this Agreement provided:
  - (1) the employee(s) reimburse the University for such contributions made on their behalf and is at no time in arrears;
  - (2) periods of less than one month shall not be charged to the employee;
  - (3) the period of such coverage shall exceed 12 months only by mutual agreement of the two parties.

**ARTICLE 49 - WORKSAFE BC CLAIM****49.1 Compensation Payable**

Where employee(s) are on a claim recognized by the Worksafe BC, employee(s) shall be entitled to leave, at 90% of average net earnings (subject to upward adjustment in accordance with Worksafe BC rates) of their regular rate of pay, for a maximum of 24 months for any one claim resulting from any one injury or recurrence of that injury. The compensation payable by the Worksafe BC shall be remitted to the University. The following conditions shall apply:

- (a) The University shall pay Health and Welfare Benefits as defined under Article 47 during the first 24 months leave on each Worksafe BC Claim.

(b) Employees on Worksafe BC claims will retain full pensionable service based on their appointment and the cost shall be shared between the University and the employee in accordance with applicable pension legislation.

(c) If after 24 months under Clause 49.1 the employee(s) still remains on leave, the employee(s) shall be considered on a direct Worksafe BC claim.

#### **49.2 Direct Claim Agreement**

Employees may, at their option, choose a direct claim arrangement with Worksafe BC and be considered on a leave without pay from the University. In this case, Health and Welfare Benefits and pension coverage will not be maintained by the University.

### **ARTICLE 50 - SICK LEAVE PROVISIONS**

#### **50.1 Sick Leave Defined**

Sick leave means the period of time employees are permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workers Compensation Act*.

#### **50.2 Amount of Sick Leave**

(a) Sick leave shall be granted to employees on regular appointments, on the basis of one-and-one quarter days for every month of service. Employees working less than full-time shall earn sick leave on a pro rata basis based on the employee's regular appointment. Sick leave shall be calculated from the date of employment. In any one year when employee(s) have not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 152 working days for future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in this Agreement.

(b) Auxiliary employees who have accrued 66 days worked will accrue one-and-one quarter days per month, provided they have worked at least 11 days of the month at full-time. Auxiliaries working less than full-time, but who have worked at least 11 days of the month, shall earn sick leave on a pro rata basis based on the number of hours worked. Auxiliary employees are entitled to accrue a maximum of 152 working days of sick leave.

(c) There shall be a charge against an employee's sick leave credits for absences that exceed two hours. An employee who is unable to perform his/her duties because of illness or injury must inform his/her supervisor as soon as possible.

(d) When employees are qualified for sick leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave, and the period of vacation so displaced shall be taken at a mutually agreed time.

#### **50.3 Illness in the Family**

(a) In the case of illness in the immediate family where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use accumulated sick leave for this purpose, to a maximum of 10 days per year provided a minimum of 12 days is available each year for personal sick leave only (see Clause 50.2).

(b) Immediate family in this clause means:

- (1) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and
- (2) any person who lives with an employee as a member of the employee's family.

**50.4 Proof of Illness**

- (a) Employees may be required to produce a certificate from a duly qualified practitioner for any illness certifying that they are unable to carry out their duties due to illness. Employees may be required to produce a certificate from a duly qualified practitioner certifying that the immediate family member is ill and requires attention.
- (b) The University may require employees to have their physician complete the University's Illness and Injury Report, and to forward the completed report to the University.
- (c) If the University requires medical documentation beyond the initial physician's certificate of illness, the University shall reimburse the employee for the cost of such documentation.

**50.5 Sick Leave During Leave of Absence**

When employees are given leave of absence without pay for any reason, or are laid off in accordance with Article 36 and return to the service of the University upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

**50.6 Sick Leave Records**

A record of all unused sick leave will be kept by the University. On receipt of written application to their supervisor employees shall be advised of the amount of sick leave accrued to their credit.

**50.7 Retirement Leave**

Upon retirement, employees on regular appointments who were 48 years of age and accumulated 14 years of service as of July 1, 2005, shall be granted a cash payout, equal to a maximum of 60 days accumulated sick leave.

**50.8 Medical and Dental Appointments**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for dependent children shall be permitted, but where any such absence exceeds two hours, the additional time off shall be charged to employees' sick leave credits.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical/dental centre.

**50.9 Medical Examination**

- (a) Where the University requires an employee to undergo a medical examination, it shall be at the University's expense and on University time, other than a medical examination required under Article 50.4 hereof.
- (b) The right is reserved by the University to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the BC Medical Association. When necessary, the University's physician shall consult with the employee's physician. If deemed fit to return to work by a physician, the employee will be reinstated forthwith without further loss of pay.



## 50.10 Subrogation

While no employee shall be required to take legal action to recover lost salary or other damages from any person, employees shall turn over, or cause to be turned over to the University, any monies received directly or indirectly by them from the Insurance Corporation of British Columbia or any other person, excluding interest, as a result of a claim for lost salary, where employees have used their sick leave with pay as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave will be credited upon payment of these monies. The amount an employee is required to repay to the University for a claim of lost salary shall be net of verified expenses incurred by the employee to recover that claim.

This requirement for repayment shall not apply to an award or judgment pursuant to a claim or legal action where the award or judgment does not specify damages for lost salary.

## ARTICLE 51 - MATERNITY, PARENTAL AND ADOPTION LEAVE

### 51.1 Entitlement

Employees are entitled to Maternity, Parental and Adoption leave as specified in this Collective Agreement and under the provisions and regulations of the *Employment Standards Act* of British Columbia, as amended from time to time. The University's Supplemental Employment Benefits (SEB) Plan does not fall under this Act.

(a) A pregnant employee is entitled to 17 weeks of maternity leave without pay. Further maternity leave without pay, of up to six consecutive weeks, will be granted where the birth mother is unable to work for reasons related to the birth or the termination of the pregnancy, as certified by a medical practitioner.

(1) If the child is hospitalized, the 17 week maternity leave (without pay) limit can be extended for every week the child is in the hospital up to 52 weeks following the week of the child's birth.

(2) The employee must apply for maternity leave in writing to their supervisor at least eight weeks prior to the start date of the maternity leave. This notice may be waived by the University because of extenuating circumstances.

(b) *Employment Insurance Maternity Benefits*

If eligible, Employment Insurance pays a total of 15 weeks of EI maternity benefits; there is a two week unpaid waiting period.

(c) *Maternity Leave Supplemental Employment Benefits Plan*

Employees who meet the University's Supplemental Employment Benefits (SEB) Plan eligibility requirements will receive top-up benefits during the maternity leave portion of their leave.

(d) *Additional Parental Leave*

Birth mothers are entitled to an additional 35 weeks of parental leave without pay (see Parental Leave - Birth Mother) following the birth of the child. The total number of weeks of maternity and parental leave, without pay for a birth mother is limited to 52 weeks, plus any additional leave due to reasons related to the birth or termination of pregnancy or physical, psychological or emotional suffering or hospitalization of the child.

## 51.2 Parental Leave

### (a) *Birth Mother*

(1) A birth mother who takes maternity leave is entitled to 35 consecutive weeks of parental leave without pay, from the University. A birth mother who does not take maternity leave is entitled to 37 consecutive weeks of parental leave without pay, from the University beginning after the child's birth and within 52 weeks after that event.

(2) Further parental leave without pay, of up to five additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

(3) Parental leave must begin immediately after the end of the maternity leave. The employee must apply for parental leave in writing to their Department at least eight weeks prior to the start date of the parental leave.

### (b) *Birth Father*

(1) An employee who is the birth father of a newborn child is entitled to 37 consecutive weeks of parental leave without pay, from the University.

(2) Parental leave may begin any time between the child's birth and 52 weeks after the event.

### (c) *Employment Insurance Parental Benefits*

If eligible, Employment Insurance pays a total of 35 weeks of EI parental benefits. EI parental benefits may be taken by the birth mother, birth father or shared between the birth mother and father. If the birth father takes the entire parental leave, he will need to serve a two week waiting period before EI benefits commence.

### (d) *Adoption Leave*

(1) An employee who adopts a child is entitled to 37 weeks of parental leave without pay.

(2) Further parental leave without pay, of up to five additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

(3) Parental leave may begin any time between the child's birth and no later than the end of the 52nd week in which the child is placed with the parent. The employee must apply for parental leave in writing to their Department at least eight weeks prior to the start date of the parental leave.

### (e) *Employment Insurance Parental Leave for Adopting Parents*

Employment Insurance pays a total of 35 weeks of EI parental benefits. EI parental benefits may be taken by the adopting mother, adopting father, or shared between adopting parents. Adopting parents must serve a two week unpaid waiting period before EI benefits commence.

### (f) *Parental Leave Supplemental Employment Benefits Plan for Adoptive Parents*

Employees who meet the University's Supplemental Employment Benefits (SEB) Plan eligibility requirements will receive top-up benefits during a portion of their parental leave.

**51.3 Vacation**

Employees on maternity, parental or adoption leave who qualify for those benefits shall receive full vacation credits in the first six months of such leave.

**51.4 Sick Leave**

Employees on maternity, parental or adoption leave who qualify for those benefits shall receive full accrual of sick leave in the first month of such leave. Following the first month of such leave, accrual of sick leave credits shall be prorated based on the maternity/adoption leave salary differential paid to the employee by the University.

**51.5 Health and Welfare Benefits**

The University will continue to pay for its portion of benefits for the first six months of leave granted under this article. After six months, an employee on maternity, parental leave, or adoption leave may maintain coverage on the following plans by providing post-dated cheques to Financial Services for her/his share of the following premiums/contributions:

- Medical Plan
- Dental Plan
- Extended Health Plan
- Group Life Insurance Plan
- Long-Term Disability Plan
- Pension Plan
- Employee & Family Assistance Plan

**51.6 Return to Work**

Upon return to work the employee shall be reinstated in her/his former position, with all increments to wages and to benefits to which the employee would have been entitled had the leave not been taken. If her/his former position has been discontinued, he/she will be considered laid off consistent with Article 36.

**51.7 Seniority**

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

**51.8 Supplemental Employment Benefit Plan for Maternity and Parental Leave**

- (a) For a maximum of 17 weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of her regular weekly earnings.
- (b) For up to a maximum of 35 weeks of parental leave, the birth mother and/or the birth father who is an employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the employee's regular weekly earnings. If birth father is not required to serve the EI two week waiting period because he is sharing the EI parental leave benefits with the birth mother, then the birth father is eligible for up to 35 weeks of top up.
- (c) Adoptive parents who are employees are eligible for a maximum of 37 weeks of parental leave.

**51.9 Eligibility for Supplemental Employment Benefit Plan**

If the employee does not apply for, or qualify for, Employment Insurance benefits, the University will not pay Supplemental Employment Benefits (SEB) to the employee for the period of time the employee was on maternity, parental, or adoption leave. To receive Supplementary Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

**51.10 Return to Work**

- (a) To be entitled to the above-noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) If employees fail to return to work on the pre-arranged date, monies paid by the University under this clause shall be recovered.

**ARTICLE 52 - BEREAVEMENT****52.1 Entitlement**

In the case of bereavement in the immediate family, leave with pay shall be granted to regular employees to a maximum of five working days. Any additional leave is without pay or as a charge to vacation leave.

**52.2 Definition**

Immediate family is defined as an employee's father, mother, spouse, same-sex partner, brother, sister, son, daughter, common-law child, or ward, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and any other relative permanently residing in the employee's household or with who the employee permanently resides.

**52.3 Funeral Duties**

Up to one day's leave with pay will be allowed to attend the funeral of a friend or relation not defined under Article 52.2 to a maximum of two days per year. Where employees have been asked to be a pallbearer they shall, at the discretion of their immediate supervisor, be allowed sufficient time off from their duties to meet those obligations.

**52.4 Vacation Compensation**

If employees are on vacation leave at the time of the bereavement, they should, upon their return to duty, present their supervisor with sufficient proof of bereavement and receive a day or days off to compensate for the time lost during their vacation.

**52.5 Auxiliary Employees**

Auxiliary employees will be granted leave without pay consistent with the provisions in this article.

**ARTICLE 53 - DECEASED EMPLOYEE****53.1 Payments to Beneficiary(ies)**

In the event of the death of an employee, the employee's beneficiary(ies), as stated under the group insurance plan, or the employee's estate shall receive:

- (a) payment of the full month's salary of deceased irrespective of the day in the month that the employee died;

- (b) payment in full of an employee's accrued vacation pay;
- (c) where an employee dies while in the service of the University, the following amounts shall be paid to the dependant or dependants of the employee:
  - (1) one month's salary for each completed and continuous year in the service of the University, to a maximum of six months.

### **53.2 Timely Payments**

All the aforementioned payments will be paid without delay.

## **ARTICLE 54 - EXCHANGE LEAVE**

### **54.1 Employee Exchange Committee**

An employee exchange committee shall be established consisting of two members appointed by the University and two members appointed by the Union who shall be employees on regular appointments. This Committee shall meet no later than 10 working days following the call of either party.

### **54.2 Eligibility**

- (a) Employees on regular full-time appointments who have been employed by the University for three years or more and are not on probation may initiate negotiations on their own to exchange positions with an individual of comparable qualifications and experience for one year.
- (b) Applications from employees on regular part-time or sessional appointments will be considered for approval on an individual basis.

### **54.3 Conditions**

Exchange leave shall be subject to the following conditions:

- (a) Employees granted exchange leave shall have their full salary and benefits paid by the University during the exchange period.
- (b) The exchange time shall count in full for increment and seniority purposes.
- (c) Exchange leaves shall normally be for one year with the possibility of leaves of six months to one year if within the BC University system.
- (d) Only one employee or 10% of staff within a department, whichever is greater, shall normally be on exchange leave at any give time.
- (e) Incoming employees must agree to take out an associate membership in the Union and must sign a statement to the effect that they will abide by the conditions and procedures laid down in the Agreement.
- (f) The University shall extend to the incoming employees all non-monetary benefits of the Agreement.
- (g) Whatever would normally constitute grounds for dismissal or suspension under the Agreement shall be considered grounds for the termination of the exchange agreement.
- (h) Employees applying for exchange and the University shall normally adhere to the following time schedule:
  - (1) At least one year before the commencement of the proposed leave, employees wishing to take an exchange leave shall notify the designated supervisor, in writing, of their intention to negotiate an exchange leave. The supervisor will forward the application to the Employee

Exchange Committee which shall review the application and the effect the leave would have on University operations. This process shall include consultation with the designated supervisor and the employees in the area concerned. The Committee will submit its recommendation to the supervisor in respect of the candidate to be granted exchange leave. The supervisor will notify the employee(s) of the preliminary decision of the University.

(2) At least 10 months prior to the commencement of the proposed leave, employees shall notify the designated supervisor of their proposed arrangements and submit the qualifications and references of the incoming employee(s) for approval. These qualifications shall be reviewed jointly with the designated supervisor and the Employee Exchange Committee and a recommendation shall be made to the supervisor by the Employee Exchange Committee.

(3) The supervisor will notify the employee(s), in writing, within one month of (2) above of the decision of the University. If the proposal for exchange leave is declined, the employee(s) shall be informed of the reason for the denial.

(4) The above time limits may be waived by mutual consent of all parties.

#### **ARTICLE 55 - EDUCATIONAL LEAVE AND EMPLOYEE TRAINING**

##### **55.1 Educational Leave at the Request of the University**

(a) Employees who are selected by the University to attend a course in connection with their employment shall receive expenses and full pay and benefits while in attendance. This article does not apply to the maintenance of certificates and/or credentials which are conditions of employment.

(b) The University will pay the full cost of any course of instruction approved under Section (a) above upon proof of the employee's successful completion of such course and upon the submission of receipts.

(c) Employees who must leave the area to take examinations at the completion of a course approved by the University, or employees who receive advance approval to leave the area to take a short course, as defined in Section (b) of this clause may be granted leave of absence with pay for the time involved.

##### **55.2 Employee Training**

(a) When the University introduces new, enhanced or changed work processes that are not of a routine nature into a regular employee's job, the University shall identify and provide the support and/or training required to perform the job duties.

(b) The supervisor shall discuss the employee development needs with the employees.

(c) Employees shall suffer no loss of pay to participate in this training.

(d) This clause shall apply to auxiliary employees, selected in accordance with Clause 22.4, or auxiliary employees currently working in the area where the new, enhanced or changed work processes occur.

#### **ARTICLE 56 - STAFF DEVELOPMENT**

##### **56.1 Definition**

(a) The provisions of this article are intended to assist employees in maintaining and improving knowledge and skills relative to the employee's responsibilities or to their career development at the University. It is recognized that both employees and the University benefit from staff development.

(b) The support development fund will not be utilized for the purpose of employees attending a course or program at the sole request of a supervisor, or for any course or training needed to meet the minimum requirements for the current position held by the employee.

#### **56.2 Joint Staff Development Committee**

A joint staff development committee consisting of two representatives from the Union and two representatives from the University shall grant or deny applications for financial assistance. Subject to the provisions of this article, the Committee shall establish policies and procedures for applying for staff development leave and financial assistance to assist in covering all expenses associated with the staff development and for the Committee's review of such application.

#### **56.3 Eligibility**

- (a) Employees with six months service will be eligible to apply for staff development leave and/or financial assistance.
- (b) Employees on auxiliary appointments with at least 1820 hours will be eligible for staff development leave and/or financial assistance.

#### **56.4 Joint Staff Development Leave**

Employees may be granted staff development leave upon approval by the University. Applications for leave or financial assistance shall be submitted to the designated supervisor for recommendation to the Staff Development Committee normally at least one month in advance of the development activity. All applications will be forwarded to the Joint Staff Development Committee.

#### **56.5 Approval**

Staff development leave shall be subject to the following:

- (a) The leave may be taken only at a time mutually agreeable to the University and the employee(s).
- (b) Approved leave shall be at full salary unless mutually agreed otherwise by the employee(s) and the supervisor.

#### **56.6 Funds**

There shall be a staff development fund established to fund staff development activities. The fund shall be drawn from the following sources each fiscal year:

- (a) \$45,000 each fiscal year from the University;
- (b) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.

### **ARTICLE 57 - UBC TUITION WAIVER - COURSE REGISTRATION**

This article will be governed by the UBC Policy on Tuition Fee Benefit including eligibility requirements. The benefit provides for:

- (a) a maximum of 12 credits per year (12 months);
- (b) non-credit courses offered through continuing studies may be taken to the equivalent in fees over a year;
- (c) fees are waived (taxable benefit) but the employee pays for materials, equipment, travel costs and student fees;

- (d) the benefit may be transferred in full or in part to the eligible employee's spouse or dependent child (maximum of 12 credits per year);
- (e) refer to the UBC Tuition Fee Benefit for complete benefit details.

## ARTICLE 58 - SPECIAL LEAVE

### 58.1 Definition

Employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for leave under circumstances listed below:

- (a) birth or adoption of the employee's child;
- (b) serious household or domestic emergency;
- (c) attendance at the employee's own citizenship hearing;
- (d) court appearance of the employee's child;
- (e) wedding of employee;
- (f) wedding of the employee's child;
- (g) moving of household furniture and effects (maximum of one day for each move).

Total leaves of absence for any or all of the above shall not exceed three days in any one calendar year. Employees shall give two weeks' notice of (c), (e), (f) and (g) and shall make every reasonable effort to inform supervisors of (a), (b) and (d) above.

### 58.2 Exceptions

In the event that an employee requests a leave of absence for reasons not listed elsewhere in the Collective Agreement, then leave of absence with pay may be granted at the discretion of the supervisor.

## ARTICLE 59 - LEAVE OF ABSENCE

### 59.1 Approved Leave of Absence Without Pay

- (a) A non-probationary employee may apply for a leave of absence without pay for up to six months when all other applicable leaves have been exhausted. The employee shall submit a request in writing to the supervisor/department head, stating the reasons for the leave. Approval for such leave shall be exercised reasonably.
- (b) Extensions of leave shall be at the sole discretion of the department head, to a maximum of one year in total absence. Any request for extensions shall be made in writing at least 30 days prior to the expiry of the initial leave. Such discretion shall be exercised reasonably.
- (c) When possible, the employee shall be placed in his/her former position and work schedule upon return to work. Should the employee's position be unavailable due to restructuring or exigency, Article 36 – Layoff and Recall will be invoked.
- (d) During leave of absence without pay, employees shall accrue seniority for up to two months. Time while on leave of absence without pay in excess of two months will not be included in the calculation of increments and severance pay.



## 59.2 Leave of Absence for University Committees

An employee whose assigned work schedule would prevent the employee from attending meetings of a university committee to which they have been elected or appointed, shall be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the University will replace the employee as necessary.

## 59.3 Family Responsibility Leave

In addition to any entitlement for this purpose, an employee is entitled to up to five days of unpaid leave during each year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care. For the purpose of this clause, "child in the employee's care" means a child under the age of nineteen. Parents are not entitled to family responsibility leave to attend to education-related issues of their children after they reach the age of nineteen; or
- (b) the care or health of any other member of the employee's immediate family. For the purpose of this clause, immediate family is defined as in Clause 50.3(b).

## ARTICLE 60 - LEAVE FOR UNION OFFICERS

### 60.1 Full-Time Elected Position

- (a) Employees who are elected or appointed to a full-time position with the Union or any body with which the Union is affiliated, shall, upon written request, be entitled to leave of absence without pay for a period of up to four years.
- (b) Employees who are on leave of absence without pay in accordance with Article 60.1(a) shall continue to accrue seniority during the period of the leave for the purpose of Article 36 (Layoff and Recall) only.

### 60.2 Short-Term Leave for Union Business

- (a) It is understood that employees granted leave of absence pursuant to this article shall receive their current salary while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time. The University agrees that leaves of absence under this article shall not be unreasonably withheld.
- (b) *Without Pay* – Leave of absence without pay and without loss of seniority may be granted:
  - (1) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
  - (2) to employees who are representatives of the Union on a union negotiating committee to attend meetings of the Union's Negotiating Committee.
- (c) *With Pay* – Leave of absence with pay and without loss of seniority may be granted:
  - (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with the University, in keeping with Clause 72.5;
  - (2) to stewards, or their alternates, to perform their duties pursuant to Clause 14.1;
  - (3) to employees called to appear as witnesses before an arbitration board.

(d) To facilitate the administration of Section (b) of this clause, when leave without pay is officially requested by the BCGEU and is granted by the University, the leave shall be given with pay and the BCGEU shall reimburse the University for the appropriate salary and benefit costs, including travelling time not later than 28 days from the leaves being taken.

(e) *Union Leave*

The Chairperson of the bargaining unit or alternate designated by the Union shall be granted 25% employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the Collective Agreement and employee-employer relationships. The Chairperson shall schedule such time with their supervisor. This provision is in addition to any other employer-paid release time in the Collective Agreement. Where such leave is granted, the University will replace the employee as necessary.

#### **ARTICLE 61 - POLITICAL ACTIVITY**

##### **61.1 Definition**

The University agrees not to apply restrictions on employees who wish to engage in political activities on their own time as campaign workers. If employees are nominated as candidates for election at the federal, provincial or municipal level, they shall upon written request be granted leave of absence without pay to engage in the election campaign. If elected to full-time office, employees shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office. One month's notice shall be given to the University.

##### **61.2 Accrual of Seniority**

Employees who are on leave of absence without pay in accordance with Clause 61.1 shall continue to accrue seniority during the period of the leave for the purpose of Article 36 ( Layoff and Recall) only.

#### **ARTICLE 62 - JURY DUTY**

The University shall pay employees who are required to serve as jurors or subpoenaed court witnesses their normal earnings. Employees will present proof of service.

#### **ARTICLE 63 - FIRE FIGHTING PAY**

If employees are called upon to fight a forest fire, the University agrees to retain the employees on the University payroll and agrees to reimburse the employees for the difference in the amount received and their normal working days' pay. If employees are on vacation leave with pay at the time of the summons to fight a forest fire, the number of days spent in fighting shall be credited to their vacation leave.

#### **ARTICLE 64 - SUBSISTENCE ALLOWANCES**

Meal allowances will be in accordance with the University of BC Policy #83.

#### **ARTICLE 65 - TRAVEL ALLOWANCE**

##### **65.1 Rate**

A travel allowance of 42¢ per kilometre may be claimed by employees authorized to use their own motor vehicle on University business. It shall not be a condition of employment for employees to supply or use their own car.

**65.2 Rate Adjustment**

From the signing of this Agreement, the preceding travel rates will be adjusted to reflect any higher rate(s) awarded to the University staff, or any of the University's other certified bargaining units.

**ARTICLE 66 - PRIVATE VEHICLE INSURANCE**

Employees will be governed by the University of BC Policy #83.

**ARTICLE 67 - OCCUPATIONAL HEALTH AND SAFETY****67.1 Conditions**

The University and the Union shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations including the *Workers Compensation Act* and with the University's Health, Safety and Environment policies and procedures as amended from time to time.

**67.2 Occupational Health and Safety Committee**

- (a) The University and the Union agree to maintain the Occupational Health and Safety Committee composed of at least half the members being worker representatives. The Committee will meet as required by Worksafe BC regulations, to identify situations and make recommendations on situations that may be unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Safety Committee shall be forwarded to the Union and the University.
- (b) The Occupational Health and Safety Committee shall be notified of each accident or injury and shall determine that accident investigations have been carried out, when appropriate.
- (c) Employees who serve on an occupational health and safety committee shall receive their regular rate of pay for attending meetings of the Committee held during working hours or for investigating safety matters at any time at the specific direction of the Occupational Health and Safety Committee.
- (d) Committee members shall be entitled to leave without loss of pay/benefits to attend Worksafe training courses as part of their committee training required by the WCB.

**67.3 Cooperation on Safety**

The parties shall cooperate in promoting safety in the workplace. An employee must not be subject to disciplinary action because the employee has acted in compliance with this article of the Collective Agreement or an order made by an officer of the WCB.

- (a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor outside of the bargaining unit. Temporary assignment to alternate work at no loss in pay to the employee until the matter is resolved is deemed not to constitute disciplinary action.
- (c) The supervisor outside of the bargaining unit receiving a report made under Subsection (b) must immediately investigate the matter and;

- (1) ensure that any unsafe condition is remedied without delay, or
  - (2) if in his or her opinion the report is not valid, must so inform the employee who made the report.
- (d) If the procedure under Subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor outside the bargaining unit must investigate the matter in the presence of the employee who made the report and in the presence of:
- (1) a BCGEU member of the Occupational Health and Safety Committee selected by the employee, or;
  - (2) a reasonably available employee who is selected by the Union.
- (e) If the investigation under Subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor outside the bargaining unit and the employee or the Union must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

#### **67.4 Emergency, Workplace Accident or Injury Response**

- (a) Employees shall report an Emergency, Workplace Accident or Injury promptly to their supervisor. The University will develop and maintain clear directives and procedures for all persons to follow in response to emergency situations, workplace accidents or personal injuries. Such directives will be communicated in a manner which can reasonably be expected to bring them to the attention of all persons within the University.
- (b) Employees who are injured on the job during working hours and are required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave credits.

#### **67.5 Transportation of Accident Victims**

- (a) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the University.
- (b) The University shall ensure that adequate arrangements are made for employee to return to the worksite or current local accommodation, whichever is the most appropriate to the employee's condition. Transportation shall be provided or paid for by the University.

#### **67.6 First Aid Attendant**

- (a) Worksafe BC first aid requirements shall be fully complied with. Those employees who are required by the University to hold a valid first aid attendant's certificate, and whose normal duties include first aid work, shall be granted additional compensation as follows:

Occupational First Aid Level II or III Certificate \$48.75 semi-monthly.

This stipend will be adjusted to reflect any higher rate awarded to any of the University's other certified bargaining units or associations.

- (b) The University shall grant leave with pay equivalent to the actual time spent to complete the course and exam in accordance with WCB regulations for designated regular employees to upgrade or renew the Occupational First Aid certification.

(c) The University agrees to reimburse designated regular employees and auxiliary employees who have accumulated the equivalent of two years full-time service with the University with a current appointment of three consecutive months or more for any tuition fees, textbook charges, or examination fees associated with the upgrading or renewal of First Aid certification upon receipt of proof of the employee's successful completion of such upgrading or renewal, and upon the submission of receipts.

(d) Upon prior approval of the Director, Human Resources, the University shall reimburse designated employees for the actual damages incurred to an employee's personal clothing or property while in the course of their first aid duties.

#### **67.7 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with Video Display Terminals (VDT's) shall meet the standards required by the Worksafe BC.

#### **67.8 Special Apparel**

(a) If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by the University. Employees shall consult with their department manager in order that appropriate, approved apparel is selected in light of work being performed. Employees shall be consulted and allowed a reasonable choice of style. The University shall provide eye and/or hearing protection, where required, in accordance with WCB regulations.

(b) Regular employees and auxiliary employees with more than 2520 hours of accumulated service who are required by the Worksafe BC Regulations to wear safety footwear shall consult with their department manager in order that appropriate, approved footwear is selected in light of work being performed. Once approved, employees will be reimbursed for the actual cost of safety footwear to a maximum of \$200 once every two years.

(c) Where such footwear fails due to conditions of employment, the Employer may replace the footwear at its discretion before the expiry of the two year period. In this event, future replacement of the footwear will begin from the new replacement dates.

#### **67.9 Use of University Vehicles and Equipment**

It is to the mutual advantage of both the University and employees that employees shall not operate University vehicles which are in an unsafe operating condition. It shall be the duty of the employees to conduct a pre-trip inspection and report, in writing, to their designated supervisor, at the beginning of their shift, all safety and/or mechanical defects on the equipment. It shall be the obligation of the University to direct the repair as necessary to conform with the safe and efficient operation of that equipment. In the event that repairs cannot be effected, the equipment will be correctly identified and be kept out of service until repaired and it shall not be considered a violation of their employment when University employees refuse to operate such identified equipment.

### **ARTICLE 68 - INDEMNITY – CIVIL AND CRIMINAL ACTIONS**

The University agrees:

(a) that it will not seek indemnity against an employee whose actions result in the liability of the University to a third persons; and

(b) that it will pay any judgement against an employee which arises from the conduct of the employee within the scope of the employee's employment and all reasonable legal costs incurred by the employee in defending the legal proceedings brought against the employee which result in that judgement.

**ARTICLE 69 - DISCRIMINATION AND HARASSMENT****69.1 Work Environment**

The University envisions a climate in which students, faculty and staff are provided with best possible conditions for learning, researching and working, including an environment that is dedicated to excellence, equity and mutual respect. The University strives to realize this vision by establishing employment and educational practices that respect the dignity of individuals and make it possible for everyone to live, work and study in a positive and supportive environment. (UBC Statement on Respectful Environment).

**69.2 Discrimination and Harassment**

- (a) The University and the Union recognize the right of employees to work in an environment free from discrimination and harassment. The University, in cooperation with the Union, will promote a work environment where all employees are treated with respect and dignity.
- (b) The University regards Discrimination and Harassment as serious offences that are subject to a wide range of remedial or disciplinary measures, including dismissal or expulsion from the University.
- (c) The objectives of University Policy #3, are to prevent Discrimination and Harassment on grounds protected by the *BC Human Rights Code*, and to provide procedures for handling complaints, remedying situations, and imposing discipline when such Discrimination and Harassment does occur.
- (d) Discrimination and Harassment involving the grounds currently protected by the *BC Human Rights Code* are covered under University Policy #3 and include age, ancestry, colour, family status, marital status, physical or mental disability, place of origin, political belief, race, religion, sex, sexual orientation and criminal conviction unrelated to employment.
- (e) The grounds under this Policy will be interpreted in the same manner as they are interpreted by the BC Human Rights Tribunal. For example, the ground of "sex" has been interpreted to include gender identity, gender expression, harassment, sexual assault and the actuality or possibility of pregnancy, breastfeeding and childbirth, and will be so interpreted under this Policy.
- (f) Employees allegedly being harassed may register their complaint in writing, in accordance with University Policy. Complaints may be brought to either the Administrative Head of Unit or to the University's Equity Office.
- (g) Should the employee who filed the complaint not be satisfied with the results of the University's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 70.
- (h) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the University will be made aware of all or part of the proceedings on a "need to know" basis.
- (i) Concerns regarding discrimination or harassment that do not involve any of the grounds prohibited by the *BC Human Rights Code* are not covered by this Policy. Such concerns, including personal harassment, may be addressed by other University policies or procedures, including the UBC Statement on Respectful Environment, collective agreements, employee handbooks and student codes of conduct, and should be taken to the appropriate Administrative Head of Unit, student or employee association, union or human resources office.

### 69.3 Personal Harassment

Personal harassment, which is sometimes referred to as psychological harassment or bullying, is harmful to a respectful environment and therefore has no place at UBC.

(a) Personal harassment is objectionable and unwanted behaviour that is verbally or physically abusive, vexatious or hostile, that is without reasonable justification, and that creates a hostile or intimidating environment. Personal harassment behaviour may include persistent demeaning or intimidating comments, gestures or conduct; threats to a person's employment or educational status, person or property; ostracism or exclusion that undermines a individual's self-esteem; unwarranted and excessive criticism of an individual; abuse of power, authority or position; sabotage of a person's work; hazing; spreading of malicious rumours or lies; or making malicious or vexatious complaints about a person.

(b) Personal harassment does not include the exercise of appropriate managerial or supervisory direction.

(c) A determination that personal harassment has occurred is based not only on what the alleged perpetrator and target of the harassment actually experienced, knew or understood about each other and the situation, but on what a reasonable person in each of their circumstances would have experienced, known or understood, taking into account the full context of the situation.

(d) Employees may report concerns about personal harassment to their direct supervisor, Unit Head or Human Resources.

(e) Employees may process complaints through the grievance procedure according to Article 70 subject to the following changes:

(1) where a person who is the subject of a grievance under this article is the University representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;

(2) union and university representatives in the course of investigating a complaint of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;

(3) an arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties;

(4) if, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes;

(5) all formal grievances under this article shall be initiated within 12 months of the event. In the case of a series of events, a grievance shall be filed no later than 12 months after the last event in the series on which the complaint is based. The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

(f) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the University will be made aware of all or part of the proceeding on a "need to know" basis.

#### 69.4 Alternate Complaint Procedure

Nothing in the University policy and procedures or this article is intended to preclude any employee from following any alternative complaint procedure under the Collective Agreement or the *BC Human Rights Code* or from initiating any other proceedings in law. If a complaint is being pursued outside of the University, the party conducting the University process may elect to suspend the internal process until the outcome of the process outside the University is determined.

### ARTICLE 70 - GRIEVANCE PROCEDURE

#### 70.1 Grievance Definition

- (a) The University and the Union recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.
- (c) Both parties agree that, in the case of correspondence relevant to Article 70 (Grievance Procedure), copies of such correspondence between the University and employee(s) and the Union shall be released coincidentally to the President of the Union and/or designate.

#### 70.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the supervisor. The aggrieved employee shall have the right to have a steward present in such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in Clause 70.3(a).

#### 70.3 Step 2

- (a) An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so not later than 30 calendar days after the date:
  - (1) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance;
  - (2) on which the employee first became aware of the action or circumstances giving rise to the grievance.
- (b) An employee may present a grievance at this level, through the steward, by:
  - (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction requested; and
  - (3) the steward presenting the grievance to the Director, Human Resources (or designate).
- (c) Within 14 working days of receiving the grievance at Step 2, the Director, Human Resources (or designate) and the union area staff representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (d) The Director, Human Resources (or designate) shall reply in writing to an employee's grievance within 20 working days of receiving the grievance at Step 2.



**70.4 Step 3**

Failing satisfactory settlement at Step 2, and pursuant to Article 71, the President of the Union, or designate, may, within 20 working days, inform the University of their intention to submit the dispute to arbitration.

**70.5 Failure to Act**

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

**70.6 Amendment of Time Limits**

The time limits in this grievance procedure may be altered by written mutual agreement between the parties. Where a grievance or a reply is presented by mail, the effective date shall be the day of receipt.

**70.7 Dismissal or Suspension Grievance**

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to Clause 37.2(c), the grievance may commence at Step 2 of the grievance procedure under Clause 70.3 within 10 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension.

**70.8 Policy Grievance**

Where either party to this Agreement disputes the general application or interpretation of the Agreement, or where a group of employees or the Union has a grievance regarding the Agreement, the first step of the grievance procedure may be by-passed.

**70.9 Disputes**

Where a matter arises from an item not covered by this Agreement, the matter shall be discussed by the Joint Committee. The purpose of this discussion shall be to resolve the dispute.

**70.10 Deviation from Grievance Procedure**

- (a) The University agrees that after a grievance has been initiated by the Union, the University's representatives will not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

**70.11 Technical Objection to Grievances**

It is the intent of both parties to the Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation.

**70.12 Effective Date of Settlement**

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of Clause 70.11.

## ARTICLE 71 - ARBITRATION

### 71.1 Notification

Where a difference arising between the parties relating to the interpretation, application, or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 70, notify the other party within 30 days of the receipt of the reply at Step 2 of its desire to submit the difference or allegations to an arbitration board.

### 71.2 Composition of the Board of Arbitration

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the Agreement within seven days:

- (a) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have 7 days to name their appointee pursuant to Clause 71.2(b).
- (b) the name of its appointee to a Board of Arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson.

### 71.3 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

### 71.4 Board Procedure

The Board may determine its own procedure in accordance with the relevant labour legislation and shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

### 71.5 Decision of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The written decision of the Arbitration Board shall be final, binding and enforceable on the parties pursuant to the relevant labour legislation. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement.

### 71.6 Clarification of Board Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

### 71.7 Expenses of Arbitration Board

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half of the fees and expenses of the Chairperson.

**71.8 Amending the Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

**ARTICLE 72 - LABOUR MANAGEMENT NEGOTIATIONS****72.1 Bargaining Committee**

A bargaining committee shall be appointed and shall consist of four members of the University and/or its agent as appointees of the University and four members of the Union and/or its agent as appointees of the Union. The Union shall advise the University of the Union's nominees to the Committee, and the University shall advise the Union of the University's nominees to the Committee.

**72.2 Additional Representatives**

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

**72.3 Meeting of Committee**

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting to be held not later than 14 days after request has been received unless varied by mutual agreement.

**72.4 Function of Bargaining Committee**

All matters pertaining to the collective bargaining process shall be referred to the Bargaining Committee.

**72.5 Time Off for Meetings**

Any representative of the Union on this Committee, or their alternate, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration, provided that the supervisor has prior notice.

**ARTICLE 73 - AGREEMENT COPIES**

The Union and the University desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, the University shall print sufficient copies of the Agreement for distribution to employees.

**ARTICLE 74 - ARTICLES HELD INVALID****74.1 Change in Legislation**

In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall consult with a view to reaching mutually agreeable provision to be substituted for the provisions so rendered null and void.

74.2 Consultation

In the event any future legislation materially alters the intent of any clause in this Agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause.


ARTICLE 75 - TERM OF AGREEMENT

This Agreement, unless changed by mutual agreement of both parties hereto, shall be in force and effect from and after July 1, 2012 and up to and including June 30, 2014 and thereafter from year to year unless either party to this Agreement give notice to commence collective bargaining in accordance with the relevant labour legislation of British Columbia.

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

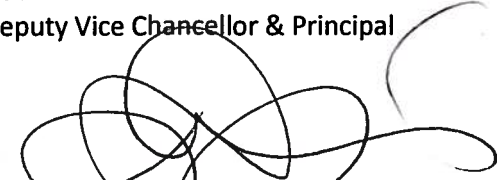
  
Darryl Walker  
President


  
Stephen Toope, President &  
Vice Chancellor

  
Karen Whitehouse, Chairperson  
Bargaining Committee Member


  
Deborah Buszard  
Deputy Vice Chancellor & Principal

  
~~Diane Stoliker~~ Kenneth Beckett.  
Bargaining Committee Member

  
Lisa Castle, Vice-President  
Human Resources

  
Victoria Zalamea  
Bargaining Committee Member

  
Pauline Brandes, Director  
Human Resources

  
Rob Wotherspoon  
Staff Representative

Dated this 21 day of May, 2013.

**APPENDIX A**  
**Positions Referred to in Article 5**

Classroom Assistant

Clerk I

Clerk II

Clerk III

Clerk IV

Clerk V

Facilities Services Assistant I

Facilities Services Worker I

Facilities Services Worker II

Facilities Services Worker III

Food Services Worker

General Office Clerk

Library Clerk I

Library Clerk II

Library Clerk III

Library Technician I

Library Technician II

Library Technician III

Reader

Secretary I

Secretary II

Study Tour Assistant

Support Services Assistant I

Support Services Assistant II

Support Services Coordinator I

Support Services Coordinator II

Support Services Coordinator III

Technician I

Technician II

Technician III

Technician IV

Technician V

T.Q./Journeyman

Utility Worker

**APPENDIX B**  
**Support Staff Classifications**

Salary Band	Classification	Salary Range
1	Utility Worker Food Services Worker General Office Clerk Reader Study Tour Assistant	1 – 5
2	Clerk I Library Clerk I	2 – 6
3	Clerk II Facilities Services Worker I Library Clerk II	3 – 7
4	Classroom Assistant Clerk III Facilities Services Worker II Library Clerk III	4 – 8
5	Clerk IV Facilities Services Worker III Library Technician I Secretary I Technician I	5 – 9
6	Clerk V Facilities Services Assistant I Library Technician II Secretary II Technician II	6 – 10
7	Library Technician III Support Services Assistant I Technician III	8 – 12
8	Support Services Assistant II Technician IV	10 - 14
9	Support Services Coordinator I Technician V T.Q./Journeyman	13 – 17
10	Support Services Coordinator II	14 – 18
11	Support Services Coordinator III	15 – 19
	Students	See Letter of Understanding #1
	Teaching Assistants	See Letter of Understanding #2
	Research Assistant/Technicians	See Letter of Understanding #3

**APPENDIX C  
Salary Scales**

Step	01-Jul-12 (+2%)			01-Jul-13 (+2%)		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual
1	17.00	2,579	30,942	17.34	2,631	31,561
2	17.60	2,668	32,020	17.95	2,722	32,660
3	18.22	2,762	33,146	18.58	2,817	33,809
4	18.85	2,859	34,309	19.22	2,916	34,995
5	19.51	2,959	35,508	19.90	3,018	36,218
6	20.20	3,063	36,756	20.60	3,124	37,492
7	20.90	3,170	38,042	21.32	3,234	38,803
8	21.63	3,281	39,376	22.07	3,347	40,164
9	22.40	3,397	40,759	22.85	3,465	41,574
10	23.18	3,516	42,191	23.65	3,586	43,035
11	24.00	3,639	43,672	24.48	3,712	44,546
12	24.84	3,767	45,202	25.33	3,842	46,106
13	25.70	3,898	46,781	26.22	3,976	47,717
14	26.60	4,035	48,421	27.13	4,116	49,390
15	27.53	4,176	50,111	28.08	4,259	51,113
16	28.50	4,322	51,861	29.07	4,408	52,898
17	29.49	4,473	53,672	30.08	4,562	54,746
18	30.52	4,629	55,545	31.13	4,721	56,656
19	31.59	4,791	57,491	32.22	4,887	58,641

**APPENDIX D**  
**Article 15 –Subcontracting**

Pursuant to Article 15, both parties agree that the University shall have the right to subcontract, with prior consultation but not necessarily with prior union agreement, the cleaning for any buildings to be constructed on the campus in Kelowna, subject to the following conditions:

- (a) No existing employees shall lose their employment because of the implementation of this clause.
- (b) No existing position under the jurisdiction of the BCGEU support staff will be eliminated as a result of this appendix.
- (c) The University and the Union agree to review the functions necessary in the operation and maintenance of the new buildings. The University commits itself to offer the present custodial staff their choice of any new position created as a result of this review.
- (d) The University confirms to the Union and its members that it has no intention of seeking to contract other services such as secretarial, clerical, stores, or any other service provided by BCGEU support staff members employed by the University.

**APPENDIX E**  
**Severance Grandfathering**

The following employees were on regular appointment as at March 6, 1989, who accumulated five or more years of service and voluntarily leaves the service of the University:

Rose Cresswell  
Allan King  
Michael Berger

**APPENDIX F**  
**Early Retirement Incentive**

The purpose of the early retirement incentive plan is to provide an incentive for early retirement under the pre-layoff canvass outlined in Clause 36.1 where the retirement of an employee will prevent a layoff. While the clause is permissive in that individual implementation and approval is at the discretion of the University, there may be instances where a layoff has not been identified and there would be a benefit to the institution and the employee. In these instances the University would be prepared to review the request.

- (1) The University may make a written offer of an early retirement incentive to regular employees who are age 55 or older and have a minimum of 10 years' contributory pensionable service with the University or its predecessor OUC.
- (2) The offer shall advise the employee of the early retirement date, the specific amount of the incentive, the payment schedule, and the availability of any continuation of medical, extended health or other benefits.
- (3) Acceptance or rejection must be communicated in writing by the employee within 30 days of the date of the offer, unless this period is extended by mutual agreement.



(4) The amount of the incentive shall be based on regular salary, without inclusion of premium rates or the employee's experience earning premium rates of pay, in the following amounts:

Full Years to Retirement	Incentive
1	Up to 20% of annual salary
2	21 – 40% of annual salary
3	41 – 60% of annual salary
4	61 – 80% of annual salary
5 or more	81 – 100% of annual salary

### LETTER OF UNDERSTANDING #1 Student Appointments

The parties agree that it is a necessary part of the academic life of an institution to provide employment to students.

This letter identifies the terms and conditions for those student positions that are outside the bargaining unit.

#### *Student Assistants:*

1. The term "*student assistant*" shall mean any full-time student who is enrolled at the University and works no more than 12 scheduled hours in any one week.
2. Exceptions to full-time student status may be mutually agreed between the University and the Union in unusual circumstances.
3. Such student assistants may work more than 12 hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "*replacement*" shall not apply to terminations or severances.
4. Such student assistants are outside the certification.
5. A student who is hired to regularly work more than 12 scheduled hours per week shall be considered an employee as defined in the Collective Agreement.
6. Student assistants performing duties normally done by employees bound by this Agreement shall be paid at the base hourly rate of the salary scale as outlined in the Collective Agreement.
7. It is understood and agreed that student assistants shall not be used to displace members of the bargaining unit, nor be used to achieve attrition of the bargaining unit. This shall not be construed as a staffing guarantee.

### LETTER OF UNDERSTANDING #2 Teaching Assistants

The parties agree that it is a necessary part of the academic life of an institution to provide employment to students.

This letter identifies the type of student positions that belong in the bargaining unit and the unique terms and conditions for those student positions.

*Teaching Assistants*

- (a) Typically Teaching Assistants assist course instructors. For example, they provide instruction to students in laboratories, discussion periods, tutorials or lectures. They mark examinations, tests, laboratory exercises, or assignments; invigilate examinations and provide academic assistance to students during office hours. Teaching assistants may also teach courses if they are under the supervision of faculty. They will not have full responsibility for the course (including a section of the course), rather that work remains the responsibility of the course instructor.
- (b) Only those appointments as Graduate Teaching Assistant 1 (GTA1), Graduate Teaching Assistant II (GTA2), Undergraduate Teaching Assistant (UTA) or Markers belong in the bargaining unit.
- (c) The wage rates are as follows:

		July 1, 2012		July 1, 2013	
		Annual	Hourly	Annual	Hourly
GTA1	Graduate student in a Ph.D program	11,663.70	30.38	11,896.97	30.98
GTA2	Student registered in a Masters degree	11,236.32	29.26	11,461.05	29.85
UTA	Student registered in a bachelors program	5,736	14.94	5,851.20	15.24
Marker		5,516	14.36	5,626	14.65
Percentage increases are applied to the "annual" rate; the hourly rate is obtained by dividing the "annual" rate by 384					

- (d) These bargaining unit positions will not be eligible for health and welfare benefits nor pay in lieu of such benefits. Wage rates for these appointments will be inclusive of 4% vacation pay.
- (e) The following provisions shall apply to these appointments:

*Exclusions*

- (a) Faculty Members; and other persons appointed on a full or part-time basis by the Board of Governors of the University of British Columbia to positions that include teaching responsibilities;
- (b) All Post-Doctoral Fellows;
- (c) Persons invited to speak on a particular subject;
- (d) Persons employed as Casual Markers who are not appointed for at least one term of the Winter Session, paid on an hourly basis for no more than two "one time" assignments which total in any one term no more than 25 hours (the first term of the Winter Session extends from September to December; the second term of the Winter Session extends from January to April). Casual marking assignments shall in no way be used to replace members of the bargaining unit or reduce the hours of work of members of the bargaining unit.

**JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES**

Each department shall prepare detailed job descriptions which outline the general nature of duties for all positions for which the Union is the bargaining agent in that department. The Department will send copies of these job descriptions to the Union. In the event of a substantive change in the duties outlined in the description, such change shall be posted in accordance with that below and a copy of the change sent to the union office. The Union will have the right to present written objection to any new or revised job descriptions within 30 working days after receipt. If such objection is received the Employer agrees to review the job description. The Union will have the right to attend such a special meeting of review.

Detailed job descriptions shall mean: where possible, course number and title, required qualifications, general nature of duties and estimated hours of work.

Departments may combine these job descriptions with the job postings outlined above.

(a) When assigning the duties in accordance with this letter for a specific component of a job description, the hours applicable to each component of the duties will be allocated in writing. The Dean, Department Head or Supervisor shall have the right at any time to review with an employee the hours allocated. If this review results in a proposed change in the hours allocated, the employee shall have the right to have his/her union representative present at a further meeting or meetings.

(b) Employees shall have the right at any time to request a review of the hours allocated and shall have the right to be accompanied by their union representatives at such a review. This review shall be undertaken within 10 working days.

Failing agreement in the review meetings mentioned above, either party may take the matter up at Step 2 of the Grievance Procedure.

All of the duties of the employee assigned by the Dean, Head or Supervisor, including field trips which occur on weekends, shall be included in the job posting and in the calculation of required hours.

## **JOB POSTINGS, APPOINTMENTS, AND RESIGNATIONS**

### *Job Descriptions and Appointments*

(a) Descriptions of all anticipated positions within the bargaining unit prepared in accordance with this letter shall be posted on Departmental (or Faculty in Non-Departmental Faculties) bulletin boards by March 31 for anticipated positions in the following September to April period. Upon request by employees, a listing of all anticipated positions shall be sent to them if they normally work away from the campus of UBC Okanagan. The Department shall send a copy of such postings to the union office. Posting of such descriptions in Departments and Faculties for the information of members of the bargaining unit does not preclude the announcement of a graduate teaching assistantships in graduate program brochures.

(b) These postings shall also include: an estimate of the number of positions available in the course, current salary, application procedures, the location of application forms, deadline for application and the statement "*UBC hires on the basis of merit and is committed to employment equity. We encourage all qualified applicants to apply*".

(c) The following process shall be followed for expected vacancies for the ensuing Teaching Year (defined as the period from September 1 through the following August 31):

(1) Members of the bargaining unit shall have until April 30 to submit an application. The application form shall permit an applicant to express a preference among descriptions posted. Members of the bargaining unit who submit an application after April 30 and before offers of appointment are made will be added to the pool of preferred candidates (described in paragraph immediately following) after all other preferred candidates in the pool have been considered for appointment.

(2) The Department shall develop a pool of preferred candidates for positions in the bargaining unit from the applications. Preferred candidates entering the pool will be determined in accordance with this letter. No applicant shall be granted preference for more than one full teaching assistantship or its equivalent (384 hours) in any Teaching Year. The Department shall

send a copy of this pool to the union office as well as to each applicant who has requested that it be forwarded to him/her and who has provided a forwarding address.

(3) In the event of a change or changes in the pool of preferred candidates after May 15 and before August 1, the Department shall amend the pool of preferred candidates for positions in the bargaining unit. The Department shall send, in the first week of August, a copy of the amendment to the union office as well as to each preferred candidate whose name has been removed from the pool and who has provided a forwarding address.

(4) A member who holds a teaching assistantship in the Summer Session (as defined in the University Calendar) immediately following the issuance of the names of the preferred candidates shall form part of the amendment.

(d) The provisions of this letter shall apply to anticipated vacancies, which are subject to financing, for positions within the bargaining unit during the Summer Session with the exception of deadlines. Where reasonably possible, descriptions of anticipated positions shall be posted by March 15 for the following Summer Session. Members of the bargaining unit shall have 10 working days from the date of posting to submit an application. Applications submitted after this period may not be considered.

(e) In the event that unanticipated positions become available during the Winter Session, positions must be posted within the department for 10 working days if the position becomes available before September 1 or January 1. Such positions will be posted with as much notice as possible in the event they become available after these dates. The procedures outlined in this letter shall apply. This provision shall not be used to circumvent the normal posting procedure outlined in this letter.

#### *Appointments*

(a) Offers of appointment, which are made subject to qualifications and budgetary considerations, will be made to preferred candidates before applicants who are not preferred. The Department will endeavour to offer a preferred candidate an appointment of at least the same percentage of a full teaching assistantship as that preferred candidate's appointment in the previous Teaching Year. A preferred candidate will be given preference for an appointment of equivalent or greater size over an applicant who is not preferred. Upon request, reasons for non-appointment will be given in writing to preferred candidates who are not offered an appointment as well as to applicants who are bargaining unit members and who are not offered an appointment.

(b) Where reasonably possible, offers of appointment for the Winter Session shall be made by August 7. Members of the bargaining unit to whom an appointment has been offered will accept or decline the offer at the earliest possible date, normally no later than 10 working days from the date of the offer.

(c) Appointment as a Teaching Assistant shall be for one term of the Winter Session (i.e. for four months: September 1 to December 31 or January 1 to April 30), for the entire Winter Session (September 1 to April 30), or for one or more terms of the Summer Session.

(d) When an appointment as a Teaching Assistant starts before the September 1 start date and continues into the Winter Session, the Teaching Assistant will be paid at the rate of pay for the upcoming Winter Session. It is recognized that these appointments will be in the areas where studies begin in August.

#### *Criteria for Reappointment*

(a) The following factors will be considered in making reappointments:

(1) being a full-time student registered in the Department or Faculty offering the appointment or a full-time student registered in the College of Graduate Studies in an interdisciplinary program;

- (2) qualifications relevant to the position available to be determined by the supervising faculty member;
  - (3) satisfactory performance as a Teaching Assistant. If no written performance evaluation has been prepared, reappointment shall not be denied.
- (b) Within the guidelines outlined above, preference for reappointment will be given as follows:
- (1) A full-time graduate student who is registered in a masters degree program will normally be given preference for consecutive appointments as a Graduate Teaching Assistant not to exceed two Teaching Years, subject to maintaining full-time graduate student status.
  - (2) A full-time graduate student who is registered in a doctoral degree program will normally be give preference for consecutive appointments as a Graduate Teaching Assistant not to exceed four Teaching Years, subject to maintaining full-time graduate student status.
  - (3) A full-time graduate student who has successfully transferred from the masters degree program to the doctoral program will be subject to the appointment conditions outlined above.
  - (4) The preference described above shall not apply when an employee declines an offer of appointment, except as indicated below.
  - (5) An employee who declines an offer of reappointment as a Teaching Assistant in order to interrupt his/her program of graduate study for a period not to exceed one year will not jeopardize his/her consideration for reappointment and will not lose a year of preference for appointment.
  - (6) The preference described above shall be suspended when an employee's level of financial support from a research assistantship, scholarship or fellowship for the ensuing Teaching Year is equal to or greater than his/her salary earned as a member of the bargaining unit in the immediately preceding Teaching Year. Such an employee may be considered for reappointment as a Teaching Assistant but he/she shall not have preference for reappointment as outlined in this letter. This provision is subject to the maintenance of full-time graduate student status at the University of British Columbia.
  - (7) The preference described above for consideration for appointment as a Teaching Assistant shall apply when an employee who has held a research assistantship, scholarship or fellowship during the second and/or third consecutive Teaching Year applies for an appointment as a Teaching Assistant for the third and/or fourth consecutive Teaching Year. This provision is subject to the maintenance of full-time graduate student status at the University of British Columbia.
  - (8) In the event a full-time graduate student who held an appointment in the immediately preceding Teaching Year transfers to another Department or Faculty whether as a result of completing a degree or not, he/she shall not have preference for reappointment in the Department or Faculty to which he/she has transferred but shall be offered an appointment prior to any new full-time graduate students registered in the Department or Faculty.
- (c) Employees who have exhausted their preference for reappointment as outlined above may still be reappointed but only after all preferred candidates have been offered an appointment.
- (d) Undergraduate Teaching Assistants who have previously held an appointment as a UTA will be considered for consecutive appointments as an Undergraduate Teaching Assistant not to exceed two years before new undergraduate hires.

### *Assignment*

Members of the bargaining unit who have accepted an appointment as a Teaching Assistant for the ensuing Winter Session will be assigned to a specific course or other duties by August 31 if possible, and in any event no later than September 30. Whenever possible, the assignment shall include the timetable of the course and the name of the course supervisor. For appointments commencing in January, the comparable dates will be December 15 and January 31, respectively. For appointments in the Summer Session the comparable dates will be two weeks prior to the commencement of the session and one week after the commencement of the session, respectively.

### **HOURS AND SCHEDULING AND RESCHEDULING OF WORK**

#### *Hours of Work*

- (a) A full Teaching Assistantship involves an average of 12 hours per week for the Winter Session (September 1 to April 30), for a total of 384 hours. The average applies to exclusive quadruples of adjacent months, commencing in September (September – October – November – December – January – February – March – April). The salary for a partial Teaching Assistantship shall be calculated on a pro rata basis.
- (b) A full Teaching Assistantship as defined above may be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The employee may bring a steward or other union representative to any such discussion. A steward or other union representative will be present if the employee so requests. The Union shall be informed in writing of such agreements.
- (c) It is agreed that the employee and his/her immediate Supervisor have a mutual responsibility to ensure that the hours of work as defined in this Letter of Understanding are not exceeded.
- (d) When a member of the bargaining unit is offered a position, he/she shall indicate accurately the nature of the position(s) he/she already holds for the same appointment period to ensure that appropriate hourly limits are not exceeded.
- (e) Authorized hours worked in excess of those agreed to under this Letter of Understanding shall be paid for at the pro rata hourly rate. Such hours shall be mutually agreed upon by the employee and the Supervisor and shall be authorized in writing by the Supervisor, and Head or Dean. Payment for all hours worked shall be included on the employee's Statement of Earnings.
- (f) When a Teaching Assistant appointment extends beyond the April 30 end date as referenced above, the teaching assistant shall continue to be paid the current rate of pay of his/her original appointment.
- (g) The Employer shall not require any employee to teach without interruption for more than two consecutive hours. Employees shall be entitled to a 20 minute paid break every two hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.
- (h) On any given day, the Employer shall not require an employee's scheduled teaching duties to span a period of more than eight hours without his/her agreement.
- (i) The Employer shall not require any employee to perform teaching or related duties amounting to more than seven hours per day without his/her agreement.
- (j) The Employer shall not require that an employee's work schedule conflict with his/her scheduled course work.

- (k) The Employer shall not require any employee to perform marking or invigilation duties in the 24 hours before his/her own examination, including his/her comprehensive examination or thesis or dissertation defence, without the employee's agreement.
- (l) The Employer shall make every reasonable effort not to reschedule work in such a way that an employee must accept a reduced workload, resign or be dismissed.
- (m) No classes, lectures, tutorials, laboratories, orientation meetings or training sessions requiring the attendance of employees shall be held during the period specified by the Senate as a class free period. At present this period is from 12:30 p.m. to 2:30 p.m. on Thursday.
- (1) This article is suspended and subject to annual review by the Union/Management Committee.
- (2) The Union/Management Committee will review all concerns raised by Teaching Assistants arising out of this article.

#### *Sick Leave*

An employee who is prevented by sickness or injury not covered by Worksafe BC from performing his/her normal assigned duties is entitled to sick leave under the following terms:

- (a) Sick leave may not be extended beyond the period of the existing appointment.
- (b) Employees appointed to a full Teaching Assistantship of 384 hours shall be granted 12 hours of paid sick leave credits per term. Unused sick leave credits may be banked into subsequent terms. Accumulated sick leave banks shall not exceed 24 hours. Employees may use their sick leave credits before but shall not receive payment for such leave until after they have worked four full weeks. Employees appointed to a partial assistantship shall be granted sick leave credits on a pro rata basis.
- (c) Provided it is established that absence is due to sickness or injury as described above, an employee will receive pay for such time lost to the extent of the credits earned. An employee may be required to furnish a medical certificate in support of such a claim for payment.
- (d) To qualify for paid sick leave an employee must, unless unable due to extreme circumstances, notify his/her Supervisor as early as possible, particularly where student contact is involved.

#### *Sickness or Injury of Dependants*

Employees who have dependants may use up to a maximum of half of their sick leave credits in an academic term to deal with the sicknesses or injuries of such dependants.

A child, spouse, common-law spouse, same sex partner and parent is considered a dependant for purposes of this provision if they are related to the employee by blood, marriage or adoption, or, as common-law spouse or same sex partner, are living in a marriage-like relationship with the employee.

#### *Non-Student Teaching Assistants*

The University and the Union agree that until such time as the University has developed the base of graduate students from which to address Teaching Assistant vacancies, Departments shall follow the guidelines outlined below.

Those individuals hired by Departments as Non-Student Teaching Assistants, or Disability Resources Centre (DRC) Exam Invigilators shall be exempt from provisions of the Collective Agreement as outlined below.

Except for those individuals whose Teaching Assistant contracts have been signed before July 1, 2007, Non-Student Teaching Assistants will be placed on the salary scale consistent with LOU #2 and based on their academic credentials. Effective September 1, 2009, DRC Exam Invigilators will be paid at a Clerk IV classification, SUP 5, Step 5, \$19.13 per hour as in Appendix C of the BCGEU Collective Agreement.

Non-student Teaching Assistants and DRC Exam Invigilators will not have priority to vacancies over students possessing the necessary Teaching Assistant qualifications as outlined in Letter of Understanding #2.

To meet the invigilation requirements for the Disability Resources Centre, the past practice has been to offer extra hours to interested BCGEU employees currently working within the University at straight-time rates. The Union and University agree to maintain this practice once the DRC has exhausted all other alternatives to finding qualified Invigilators. The maximum hours that a full-time BCGEU employee can voluntarily work at straight-time as an invigilator, is five hours per week.

Eligibility to perform such additional work will be based on qualifications, availability and all other factors being equal, seniority.

The parties will review this LOA annually and it shall lapse with the expiry of the current Collective Agreement, June 30, 2012.

#### **Non-Teaching Assistants – Guidelines for Appointments**

After the determination is made that no student with preferred status is available, the priority for offering appointments is as follows:

- Qualified Full-Time Graduate Students
- Qualified Part-Time Graduate Students
- Qualified Full-Time Undergraduate Students
- Qualified Part-Time Undergraduate Students

Once the above list is exhausted, the Head may consider the assignment of teaching duties to either of the following groups:

- Post-Doctoral Teaching Fellows
- Adjunct Professors

Once the above resources are exhausted, the Head shall consider the recruitment of qualified external candidates, appointed as BCGEU Non-Student Employees. Such employees will follow the terms of employment of this Letter of Understanding.

Where possible, each Unit Head shall submit a copy of their Graduate Teaching Assistant pool to Disability Resource Centre by August 7, for consideration to perform Invigilation duties.

Once the Disability Resource Centre has exhausted the pool of available Invigilators drawn from the Graduate Teaching Assistants' pool, it shall consider the appointment of qualified external candidates, appointed as DRC Exam Invigilators, BCGEU Auxiliary Employees, that follow the employment conditions outlined in this Letter of Understanding.

The Graduate Teaching Assistant positions will be excluded from the following provisions within the Collective Agreement:

Article 16 – Appointments

Article 19 – New Positions/Classifications



Article 20 – Reclassification

Article 21 – Posting of Positions

Article 22 – Selection of Employees – except that Article 22 will apply with respect to postings for any bargaining unit positions not covered by Letters of Understanding #2 and #3

Article 23 – Job Transfer and Reclassification Downward

Article 26 – Seniority – except that employees covered by this Letter of Understanding will accrue seniority, based on hours worked such that 1820 hours equals one year of seniority, to be used in postings for any bargaining unit positions not covered by Letters of Understanding #2 and #3

Article 29 – Increments

Article 30 – Shift Differential

Article 32 – Hours of Work and Overtime

Article 33 – Meal Period

Article 34 – Rest Breaks

Article 35 – Substitution Pay

Article 36 – Pre-Layoff Canvass, Layoff and Recall

Article 38 – Separation of Employment

Article 41 – Severance Pay

Article 42 – Vacations

Article 44 – Leave of Absence with Pay: Christmas Floater

Article 46 – Deferred Salary Leave Plan

Article 48 – Continuation of Benefit Coverage

Article 50 – Sick Leave Provisions

Article 53 – Deceased Employee

Article 54 – Exchange Leave

Article 55 – Educational Leave and Employee Training

Article 56 – Staff Development

Article 57 – UBC Tuition Waiver Course Registration

Article 58 – Special Leave

Article 59 – Leave of Absence

Article 61 – Political Activity

Article 62 – Jury Duty

Article 63 – Fire Fighting Pay

Article 64 – Subsistence Allowances

Article 66 – Private Vehicle Insurance

Neither will these positions be eligible for tuition waiver benefits.

**LETTER OF UNDERSTANDING #3  
Research Assistant/Technicians**

This letter replaces Letter of Understanding #4 in the current Collective Agreement between UBC Okanagan and BCGEU (support staff). It is the understanding of the parties that positions identified as Research Assistants/Technicians will be part of the bargaining unit.

The parties agree that:

1. The positions identified as Research Assistants/Technicians will be placed on the wage schedule in accordance with the Technicians positions. The five levels of Research Assistant positions will receive the following wages. The classification of such positions will be based on current job standards at UBC. The positions will be assessed through the point factor system and will be evaluated on that basis once the appropriate number of points are determined. The wage rates for these positions will be subject to this assessment.

Classification	Step	01-Jul-12			01-Jul-13		
		Hourly	Monthly	Annual	Hourly	Monthly	Annual
Research Assistant I	5	19.51	2,959	35,508.00	19.90	3,018.20	36,218.00
Research Assistant II	6	20.20	3,063	36,756.72	20.60	3,124	37,491.85
Research Assistant III	8	21.63	3,281.34	39,376.08	22.07	3,346.97	40,163.60
Research Assistant IV	10	23.18	3,515.94	42,191.28	23.65	3,586.26	43,035.10
Research Assistant V	13	25.70	3,898.44	46,781.28	26.22	3,976.41	47,716.91

2. These positions may be appointed as regular or auxiliary.
3. All articles of the Collective Agreement will apply to these positions in accordance with their classification and full or part-time status except for the following:
  - Article 21 – Posting of Positions
  - Article 22 – Selection of Employees – except that Article 22 will apply with respect to postings for any bargaining unit positions not covered by Letters of Understanding #2 and #3
  - Article 26 – Seniority – Seniority except that employees covered by this Letter of Understanding will accrue seniority, based on hours worked such that 1820 hours equals one year of seniority, to be used in postings for any bargaining unit positions not covered by Letters of Understanding #2 and #3
  - Article 30 – Shift Differential
  - Article 32 – Hours of Work and Overtime
  - Article 36 – Layoff and Recall

4. Due to the nature of the funding for such positions, regular Research Assistants/Technicians employees will receive one month's notice of termination should a position be discontinued.
5. Student appointments created to perform similar work will be required to meet the criteria set out in the Letter of Understanding #1.

#### **LETTER OF UNDERSTANDING #4 On Call**

To meet the statutory requirements as set out by the Boiler and Pressure Vessel Safety Authority, the University will implement an on call schedule for UBC Okanagan campus Power Engineers effective 2006 in conjunction with seasonal boiler operations.

##### 1. Definition

On call means the time period specified by the University during which an off-duty Power Engineer is required to be available for work.

##### 2. On Call Differential

Employees required to be on call shall be paid an on call differential of two dollars per hour, or portion thereof. The minimum on call requirement shall be four consecutive hours.

##### 3. Scheduling

- a. The University shall make every reasonable effort to equitably distribute On Call shifts on a rotational basis.
- b. The University shall make every reasonable effort to schedule On Call shifts in writing no less than one week in advance of the shift.
- c. Each time a Power Engineer who is called in to work while on "On Call Duty" he/she shall receive compensation as outlined under Article 32.5 Minimum Callout Time.

##### 4. Notification

- a. The Power Engineer shall ensure their supervisor has current employee contact information.
- b. Should the University require a Power Engineer to have a cell phone, pager or beeper available during their on call period, then all related expenses for such device shall be the responsibility of the University.

##### 5. Response Time

The "On Call Duty" Power Engineer must be available to report to the campus within 20 minutes of an "On Call" notification.

6. This letter shall be subject to annual review and approval by the University and the Union.

#### **LETTER OF UNDERSTANDING #5 Joint Job Evaluation – Classification/Reclassification Procedures**

##### **Preamble**

The job evaluation – classification and reclassification process is governed by Clause 20.4 of the BCGEU/UBCO Collective Agreement. If there is any inconsistency between any provision in this document and the Collective Agreement, the Collective Agreement will prevail.

### Job Evaluation and the Point Factor Rating System

The process of rating jobs is called *job evaluation*. The objective is for the trained Joint Job Evaluation Committee to determine the relative worth of each job at the UBC Okanagan campus. There are 10 *job factors* as follows:

Factor and Percentage of Total Weight	Definition
Education – 18%	This factor is used to measure the amount of formal academic, technical or vocational education required to undertake the duties of the position. Characteristics considered are: <ul style="list-style-type: none"> <li>• The specialized knowledge necessary for a comprehensive understanding of the work elements involved.</li> <li>• The minimum formal academic, technical or vocational education necessary to perform the work.</li> </ul>
Experience – 15%	This factor is used to measure the amount of work experience required to undertake the duties of the position. Characteristics considered are: <ul style="list-style-type: none"> <li>• The minimum amount of practical experience on any related work or work in a lesser position required to adequately perform the job.</li> <li>• The application of techniques and procedures that must be learned.</li> <li>• The period of training or adjustment on the job itself.</li> </ul>
Judgement – 15%	This factor measures the requirement of the position to exercise independent judgement. Characteristics considered are: <ul style="list-style-type: none"> <li>• Requirement to work to detailed and established procedures, standards, practices and precedents.</li> <li>• Limiting effects of supervisor's instructions and work checks.</li> <li>• The latitude allowed for decision making.</li> </ul>
Consequence of Error – 13%	This factor is used to measure the consequence of an error in judgement during the decision-making process and its potential impact on the University. Mistakes are not considered to be errors in judgement as they are not made intentionally.
Financial Responsibility – 4%	This factor is used to measure the responsibility or accountability for financial resources. Characteristics considered are: <ul style="list-style-type: none"> <li>• The responsibility for financial processing, including dealing with cash, debit, and bank deposits, as a regular part of a job.</li> <li>• The responsibility for activities that result in making financial commitments.</li> </ul>
Supervision of other staff – 5%	This factor measures the continuing responsibility that the incumbent assumes for the supervision and direction of staff. Characteristics considered are: <ul style="list-style-type: none"> <li>• The nature of supervision given, that is either direct, indirect or functional.</li> <li>• The number of employees supervised.</li> </ul>
Contacts – internal and external – 12%	This factor is used to measure the responsibility and knowledge base involved for effective handling of personal contacts with other staff, students, members of other organizations and the general public. Consideration is given to the nature and purpose of such contacts (for example: to communicate current policies, to clarify/exchange information requiring specialized knowledge, to gain cooperation, to coordinate activities or programs and to negotiate contracts). Characteristics considered are: <ul style="list-style-type: none"> <li>• The purpose of the contacts.</li> <li>• The extent to which tact, persuasiveness and negotiating skills are required.</li> </ul>
Physical Demand – 6%	This factor refers to the amount of physical effort required to perform the duties of the job. Characteristics considered are: <ul style="list-style-type: none"> <li>• The frequency of performing tasks requiring physical effort.</li> <li>• The requirements to assume an uncomfortable or awkward posture.</li> <li>• The requirement to lift, push or pull objects.</li> </ul>
Sensory Demand – 6%	This factor refers to the sensory effort required to perform the duties of the job. Characteristics considered are: <ul style="list-style-type: none"> <li>• The frequency of performing tasks that require sensory effort.</li> <li>• The length of time spent on tasks that require sensory effort.</li> <li>• The restricted ability to vary tasks.</li> </ul>
Working Conditions – 6%	This factor is used to measure the frequency of exposure to undesirable or disagreeable working conditions under which the work is performed. Characteristics considered are: <ul style="list-style-type: none"> <li>• Exposure to such unpleasant or disagreeable considerations as dirt, dust, temperature extremes, fumes, chemicals, obnoxious odours, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions, requirement to be "on call".</li> <li>• Exposure to hazards which present a risk to health or personal safety.</li> </ul>
Total – 100%	

The classification process involves a close examination of a number of documents and pieces of information including:

- Current job description (for reclassification requests)
- New job description
- Information provided by the employee and/or their supervisor regarding actual job duties, if different from the written job description.

#### 20.4 Reclassification

(a) An employee who requests a reclassification of his or her position shall initiate the reclassification process by submitting a Request for Classification Review Form, current job description and proposed new job description, using the Job Description Template to his or her immediate supervisor. The employee and supervisor must discuss the employee's classification request and reach agreement on the content of the employee's job description.

(b) (1) Within 20 working days after the employee submits the documents referred to in Clause 20.4(a) to the supervisor, the supervisor shall submit the form and the finalized job description to the JJEC.

(2) A supervisor may initiate a request for reclassification of a position. Where there is an incumbent in the position, the supervisor will discuss the changes in the position with the employee prior to submitting the Request for Classification Review Form.

(c) Within 15 days of the receipt of submission the JJEC, comprised of two administrative and two union representatives, shall complete the classification rating. The Committee shall inform the employee, the supervisor and the Union of the results of the classification by letter explaining the reasons for the decision.

(d) If an employee disagrees with the classification decision, the employee shall have the right to appeal. The employee must file a classification appeal within 10 working days after receiving the written notification of the decision. The Joint Job Evaluation Appeal Panel (JJEAP) shall include one member appointed by the University and one appointed by the Union. To ensure objectivity, members of the panel shall not have had any prior involvement with, the particular classification appealed. An employee shall have the right to appear in person before the appeal panel and the panel may call any person(s) to provide relevant clarification in order to arrive at a just decision.

(e) If the Joint Job Evaluation Appeal Panel is unable to agree on the proposed classification, the grievance procedure under Article 70 may be invoked.

(f) The effective date of an approved reclassification shall be the date that the Request for Classification Review Form was signed and submitted as in Clause 20.4(a).

#### Conflict of Interest

The Joint Job Evaluation Committee (JJEC) and the Joint Job Evaluation Appeal Panel (JJEAP) will conduct evaluations and hearings in a transparent, honest and objective manner.

A JJEC member or JJEAP member will be declared in a conflict of interest for classifying or reclassifying a job as follows:

- the job being evaluated is the member's job
- the member is in a supervisory or subordinate capacity to the position

- the member is related to the incumbent in the position
- personal, business or other relationships that might be reasonably construed as giving rise to concerns about conflict and bias.

### **Grievance Procedure**

Clause 20.4(e) of the Collective Agreement says that "*If the Joint Job Evaluation Appeal Panel is unable to agree on the proposed classification, the grievance procedure under Article 70 may be invoked.*" This means that a classification decision may only be grieved if the Joint Job Evaluation Appeal Panel is unable to agree on the appropriate classification.

### **Reclassification to a Higher Level**

If a position is reclassified to a higher salary grade, the effective date of increase will be retroactive to the date the reclassification request was signed and submitted as outlined in Clause 20.4(f) of the Collective Agreement. The employee's new pay rate will be assigned in accordance with Clause 22.7: "*Where an employee is appointed to another position which carries a higher salary scale, the employee will receive the rate in the new salary scale which is a minimum of one step higher than their current step or the minimum of the new scale, whichever is greater.*"

### **Reclassification to a Lower Level**

If a job is reclassified to a lower salary grade than the current job, the employee's salary will be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. "*Red-circled*" means that the incumbent's current salary exceeds the top of the range for the lower classification and the employee's current salary will not drop as a result of the reduction through reclassification.

### **Auxiliary Employees**

Auxiliary employees who occupied a reclassified position receiving a higher pay grade will receive retroactive pay for the time worked, beginning when the classification request was signed as outlined in Clause 20.4(f) of the Collective Agreement, to the end of their auxiliary assignment.

### **Note**

Jobs that have been submitted for classification are ineligible for further evaluation for 12 months from the date of submission.

## **LETTER OF UNDERSTANDING #6 One Time Transfer of PD Carryover Funds**

The University and the Union agree that on a one-time only basis, funds accumulated in the BCGEU Staff Development Fund as of April 2011, will be dispersed to provide each eligible employee with additional paid vacation time prorated to a maximum of three days in addition to their regular entitlement or payment in lieu of time within the following parameters:

1. (a) Each full-time regular employee on active status as of August 31, 2011 and as of the date of ratification of this Collective Agreement, shall receive an additional three paid vacation days, to be used prior to June 30, 2013. The entitlement for regular part-time employees will be prorated based on their percent of full-time equivalent (FTE).

(b) Use of vacation days must be approved by the supervisor or manager and timing is subject to operational requirements.

(c) Employees wishing to use their vacation days prior to December 31, 2011 must request the time at least one month in advance. In addition to supervisory approval, authorization will be subject to the University's ability to implement the required administrative systems within the requested time frame.

Days elected for use after the 2011 Christmas seasons will be managed consistent with Article 42.7(a) Vacation Schedules.

(d) At the election of each regular employee, any or all of these vacation days may be taken either as paid vacation days or as payout in lieu. Payout shall be made using the employee's rate of pay and percentage of FTE as of August 31, 2011.

(e) If all days to which the employee is entitled are not used prior to May 31, 2013, the remaining time will be paid out.

2. Each auxiliary employee who is on the seniority list as of the date of ratification and who has earned a minimum of \$3500 in the year from September 1, 2010 to August 31, 2011, shall be eligible to receive a payout in lieu of paid time off. The payout will be on a pro rata basis based upon the employee's total earnings in the year ending August 31, 2011.

3. Each Teaching Assistant who is on active status as of the date of ratification and who has earned a minimum of \$3500 in the year from September 1, 2010 to August 31, 2011, shall be eligible to receive a payout in lieu of paid time off. The payout will be on a pro rata basis based upon the employee's total earnings in the year ending August 31, 2011.

4. Employees on salary continuance are not eligible under this Letter of Understanding.

5. Eligible employees who are on a University approved leave at the time of ratification, will receive a payout upon their return. The payout will be on a pro rata basis upon the employee's total earnings in the year ending August 31, 2011.

6. The benefits in this Letter of Understanding are funded through the transfer of funds from the carry forward amount accumulated in the BCGEU Staff Development Fund as of April 2011 to the University. Costing shall include the total payroll cost plus the cost of wage impacted benefits for all three employee categories.

#### **LETTER OF UNDERSTANDING #7 Review of Classification Language**

Considering that the parties recognize that the existing classification language and associated processes are in need of revision:

1. The parties agree that a joint working committee will be formed to review the existing classification language and processes and make recommendations to the Joint Union Management Committee.

2. There will be equal representation from the Union and the University on the Committee.

3. The Committee will issue its recommendations to the Joint Union Management Committee no later than June 30, 2014.

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