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**COLLECTIVE AGREEMENT**

Between

**THE UNIVERSITY OF BRITISH COLUMBIA**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

Local 2278

**September 1, 2010 – August 31, 2014**

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NOTE: Changes to the previous agreement are shown in bold type.

**Errors and omissions excepted.**



## ARTICLE 1 - PURPOSE

### 1.01

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and its employees represented by the Union, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions which shall supersede all previous Agreements between the Employer and individual employees represented by the Union. Accordingly, the parties to this Agreement do hereby enter into the terms contained in this Agreement.

### 1.02

Both parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions shall remain in effect for the term of this Agreement. New provisions to supersede provisions so affected shall be renegotiated at the request of either party.

### 1.03

**The parties recognize that the employment and student relationships between the University and Teaching Assistants are separate and distinct. Except as otherwise noted in this Agreement, academic standing and academic performance are not considered relevant to the employment relationship.**

**It is agreed that the Collective Agreement has no bearing on matters of academic discipline or academic standing. It is further agreed that issues respecting academic discipline or academic standing involving members of the bargaining unit shall be dealt with through the University's established processes for such matters as they apply to all students.**

## ARTICLE 2 - UNION RECOGNITION

### 2.01

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

### 2.02 Exclusions

- (a) Persons represented by other certified bargaining units;
- (b) 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;
- (c) All Post-Doctoral Fellows;
- (d) Persons invited to speak on a particular subject;
- (e) 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 (2) "one time" assignments which total in any one term no more than twenty five (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.

### 2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit except in cases agreed on in writing between the Parties.

## **2.04**

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

## **ARTICLE 3 - UNION DUES AND INFORMATION**

### **3.01**

Every employee in the bargaining unit shall complete a written dues check-off request upon commencing employment within the bargaining unit. **Completed forms shall be sent to the Union within one (1) month of a new employee's start date.** The Employer shall deduct and pay out of the salary due to the employee the appropriate initiation fees, union dues and assessments, as established by the Union.

All employees shall be deemed to be union members unless they opt out of union membership by written notice to the Union.

### **3.02**

By the eighth (8<sup>th</sup>) week of the first term of the Winter Session, the Employer shall arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties), as per Schedule C. During this meeting, time shall be provided for a representative of the Union to discuss the function of the Union. Departments which handle orientation on an individual basis will inform the Union and the Union may then arrange its own meeting and the Department will distribute to all employees in the Department written notices provided by the Union of any union-organized orientation meeting. Departments that hire new members of the Bargaining Unit for January shall hold an induction/orientation meeting of all members of the Bargaining Unit between the first and eighth week of the second term of the Winter Session.

### **3.03**

The Union shall inform the Employer in writing of any change in the amount of initiation fees, regular dues and assessments to be deducted and the Employer shall deduct for each term of appointment at the rate of which it has received most recent notice.

### **3.04**

Deductions shall be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15th of the month following the month for which the deduction was made accompanied by a detailed list of names of all employees in the bargaining unit and their social insurance numbers, employment classification, departments, amount of dues deducted and amount of earnings. Where technical problems arise and the Employer is unable to forward these deductions by the agreed date, the Employer shall provide an interim payment so that the Union can meet the requirements of its Constitution. As soon as possible thereafter, the Employer shall make the necessary adjustments and finalize the dues payment and report noted above.

### **3.05**

The Employer shall indicate the monthly deduction of dues on each employee's pay notification and shall report on the employee's T4 slip the total union dues deducted during the previous year.

### **3.06**

The Union shall indemnify and save the Employer harmless from all and any claims which may be made against it by an employee or employees for amounts deducted from pay as provided in this Article.

### **3.07 Information**

- (a) The Employer agrees to inform all applicants for employment in the bargaining unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. This information shall be included in all offers of appointment.



- (b) The Employer agrees to provide the Union with a monthly listing, alphabetically by department and by classification of the names, departments, ranks and addresses of Bargaining Unit members. **This list will also include the contact information the University has for each Union member. Home or personal telephone numbers and e-mail addresses obtained from this list will not be disclosed by the Union to, or used on the behalf of, any third party. The information is provided to the Union for the purpose of providing information to, and obtaining information from, its members.**
- (c) The Union shall provide the Employer with the name, department and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually by November 15 and such changes thereafter as they occur.
- (d) The Employer shall provide the Union with the names, departments and phone numbers of the academic and/or administrative departmental contact for all members of the Bargaining unit by October 31 each year.
- (e) The Employer shall continue to forward to the Union copies of the following reports, either electronically or in paper format, subject to mutually agreed upon changes from time to time:
  - (i) Confirmation of Changes;
  - (ii) Student Appointment Teaching Assistants Union Eligibility Roster Sorted By Name;
  - (iii) Student Appointments by Name;
  - (iv) Student Appointment Teaching Assistants Union Eligibility Roster Sorted by Name in Department;
  - (v) Student Appointments by Department; and
  - (vi) CUPE 2278 Earnings and Dues.
- (f) **The Employer also agrees to provide employees with a copy of the Collective Agreement, printed or electronically, prior to commencement of their employment. The cost of printing the Agreement shall be shared equally between the Employer and the Union. The number of copies printed will be determined through mutual agreement of the parties.**

### 3.08

Dues Deduction Form shall be consistent with the sample form set out in Schedule B.

### 3.09

Forms notifying employees of the departmental orientation meeting shall be consistent with the sample form set out in Schedule C.

### 3.10 Health and Welfare Benefits

The Employer shall pay the Union the sum of 1.85% of the Component I payroll, in each year of the Collective Agreement. The Employer shall schedule this payment on **March 01** of each year, **to be paid by March 15 of each year.**

To determine the amount of money owing to the Union, the Employer shall calculate the payroll utilizing the 12 month period of **March 01 to the last day of February** preceding **March 01** of each year.

### 3.11 Direct Deposit

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

## ARTICLE 4 - UNION FACILITIES

### **4.01 Bulletin Boards**

The Employer shall provide space on a bulletin board in each Department where members of the bargaining unit are employed and such space shall be designated as CUPE 2278 space. The Union shall have the exclusive right to use this space to convey information to employees.

### **4.02 Campus Mail**

The Employer agrees to permit the Union the use of Campus Mail facilities for business pertaining to the Union and in order that all members of the bargaining unit be kept well-informed of Union meetings. All postage for out-going mail must be supplied by the Union. For purposes of greater certainty, the Employer agrees to distribute notification of Union meetings provided by the Union to members of the bargaining unit through Campus Mail.

### **4.03 Room Bookings**

The Employer shall permit the Union to book University rooms through Room Bookings for business meetings of the Union at no cost.

### **4.04 Computing Facilities**

The Union will have its own computing account with Information Technology Services to maintain membership lists, to write certain Union documents and to prepare mailing labels. These services shall be provided at regular University rates (in real dollars), and shall be subject to the normal work scheduling in Information Technology Services.

## ARTICLE 5 - MANAGEMENT RIGHTS

### **5.01**

Subject to the terms of this Agreement, all matters concerning the operations of the Employer shall be reserved to the Management.

### **5.02**

All Management rights, functions and prerogatives which have not been restricted by a specific provision of this Agreement are retained and vested exclusively with the Employer, including the right to hire, transfer, and direct employees and to reprimand, suspend, discharge or discipline employees for just cause.

### **5.03**

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

## ARTICLE 6 - NO DISCRIMINATION

### **6.01**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in his/her employment relationship by reason of the following: age, race, colour, citizenship, national origin, religion, gender, sexual orientation, marital status, parental status, place of residence, medical/physical handicap, membership, office, non-membership or activity in any political, religious or labour organization.

The Employer and the Union further agree that there shall be no discrimination against any member of the Bargaining Unit because of a chronic medical condition which is asymptomatic.

### **6.02**

The provisions of Article 6.01 shall not apply with respect to discrimination based on bona fide occupational requirements.

**6.03**

Article 6.01 shall not be interpreted to allow an employee to undertake any political, religious or labour activity during the performance of his/her duties as a Teaching Assistant, Tutor, Marker or **English as an Additional Language Instructors**.

**6.04**

The Employer shall not discriminate financially against any person because of his/her employment within this bargaining unit.

**6.05**

The Parties further agree to abide by the Human Rights Code of British Columbia, its spirit and intent, as it relates to employment of members of the bargaining unit.

**6.06**

(a) The Union and the Employer recognize the right of bargaining unit members to work in an environment free from personal harassment and the harassment outlined in Article 6.06 (b).

Harassment can involve individuals or groups and both men and women can be the subject of harassment by members of either gender. A single incident or a series of incidents can constitute harassment. Harassment can occur on campus or off and during working hours or not.

(b) Harassment is behaviour, whether physical, visual or verbal, directed against a bargaining unit member for which there is no bona fide and reasonable justification. Such behaviour adversely affects individuals or groups because of their gender, age, disability (physical or mental), race, colour, ancestry, place of origin, political belief, marital status, family status, religion, sexual orientation or unrelated criminal convictions as set out in the Human Rights Code.

(c) If a harassment case arises out of a bargaining unit member's employment, he/she has recourse at any time to the grievance procedure.

**6.07**

**Any threat to harm an employee's academic standing or performance that is intended to prevent an employee from exercising her/his rights as provided for in this Agreement is a form of personal harassment. Employees have recourse to the grievance procedure to prevent such threats of academic harm from continuing.**

**6.08 Whistleblower Protection**

See University Policy – Whistleblowers.

**ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

**7.01**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. Neither shall the Employer meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall speak for the Union.

**7.02**

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of two or more representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to modify the terms of this Agreement. Such meetings shall be held at a mutually agreeable time upon the request of either party. **Meetings shall be scheduled within ten (10) working days of the request, or as soon thereafter as is reasonable. Agenda items will be exchanged five (5) days prior to the meeting**

### **7.03**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

### **7.04**

Representatives of the Union shall have the right to attend meetings between the Employer and the Union held within working hours without loss of pay. The number of representatives of the Union shall not exceed three (3) for Component I (Teaching Assistants, Tutors and Markers) and three (3) for Component II (**English as an Additional Language Instructors**).

## ARTICLE 8 - REPRIMANDS

### **8.01**

A formal reprimand is a written expression of dissatisfaction with some aspect of the employee's performance of duties. **Where appropriate, a Department may clarify expectations in advance of issuing formal discipline.**

Remarks, suggestions, or comments, **formal or informal**, designed to correct or improve an employee's performance are not **subject to this Article**.

### **8.02**

Expressions of dissatisfaction which may lead to a formal reprimand shall be discussed in a meeting between the Head of the Department or designate (Dean or designate in non-departmentalized Faculties) and the employee. The employee shall be advised that a Steward or other Union representative may be present. A Steward or other Union representative will be present if the employee so requests.

### **8.03**

Any formal reprimand shall be forwarded within ten (10) working days of the above meeting to the employee, with copies to the employee's file as defined in Article 22.01 (a), the Union, and the Associate Vice-President, Human Resources. If this procedure is not followed, the formal reprimand may not be used in a disciplinary proceeding against the employee. An employee may respond in writing to the formal reprimand within ten (10) working days and such response will become part of the record.

### **8.04**

A formal written reprimand issued in accordance with Article 8.03 will be removed from the employee's file after two (2) years provided no disciplinary action related to the reprimand has been taken. An employee may request in writing that a formal written reprimand be removed from the employee's file before the expiration of the two (2) year period. The Head of the Department or designate (Dean or designate in non-departmentalized Faculties) will consider the request and notify the employee of his/her decision in writing, with a copy to the Union.

## ARTICLE 9 - DISCIPLINE

### **9.01**

There shall be no decision to discipline an employee until the reasons giving rise to the proposal for discipline have been discussed with the employee by the Department Head or designate (Dean or designate in non-departmentalized Faculties). When such meetings are held, the employee shall be advised that a Union representative may be present. A Steward or other Union representative will be present if the employee so requests.

**9.02**

If disciplinary action is to be taken against an employee, he/she shall be advised in writing, with a copy to the Union, within three (3) days of the meeting in Article 9.01 above of the action being taken and the grounds upon which the action is based.

**9.03**

An employee who wishes to grieve disciplinary action taken against him/her shall initiate the grievance at Step II.

**9.04**

In cases of discipline, the burden of proof of just cause shall rest with the Employer.

**9.05**

An employee who has been unjustly suspended or discharged shall be compensated for all time lost retroactive to the date of suspension or discharge, subject to any other arrangements as to compensation (including retroactivity), which are just and equitable in the opinion of the Employer and the Union, or subject to the decision of an Arbitrator exercising his/her authority under the Labour Relations Code, if the matter is referred to an Arbitrator. The value of the compensation for loss of wages or salary must not exceed the end date of the employee's appointment from which he/she was unjustly suspended or discharged.

**ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

**10.01 Recognition of Union Stewards, Representatives and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer shall acknowledge the rights and duties of the Union Stewards, Representatives and the Union Grievance Committee. The Stewards shall assist any employee represented by the Union in preparing and presenting his/her grievance in accordance with the grievance procedure.

**10.02 Permission to Leave Work**

The Employer agrees that Stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is agreed that no Union official or Steward shall leave his/her work without obtaining permission from his/her Supervisor which shall not be unreasonably withheld. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at times which do not conflict with scheduled teaching assignments. When this is not possible, an employee, whether as a grievor, witness, or Union representative who is required to miss a teaching assignment shall suffer no loss of pay and benefits to which he/she would otherwise be entitled as a bargaining unit employee.

**10.03 Definition of a Grievance**

A grievance shall be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

**10.04 Union May Institute Grievance**

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. For purposes of clarification, an employee may lodge a complaint with the Union and the Union may initiate a grievance. At all times a grievance is owned by the Union.

### **10.05 Grievance Procedure**

Any complaint shall first be taken up verbally with the parties. Failing settlement of the complaint, it shall be taken up as a grievance according to the following procedure:

#### **Step I**

- (a) The grievance shall be stated in writing and shall be submitted to the Department Head with a copy to the Supervisor. The written grievance shall provide:
  - (i) a description of the grievance and the incident(s) from which the grievance arose.
  - (ii) the suggested remedy.
- (b) The Department Head shall meet with the employee within five (5) working days; the employee may be accompanied by his/her Steward or another Union representative. The Department Head may be accompanied by another representative of the Employer.
- (c) After receipt of a written grievance, the Department Head shall have a maximum of five (5) working days in which to present a written reply to the grievor(s) with a copy to the Union. Failing settlement, the grievance shall proceed to the next step within a maximum of five (5) working days of the Department Head's reply.

For non-departmentalized Faculties, a grievance shall commence at Step II of the grievance procedure.

#### **Step II**

Step II shall commence upon written presentation of the grievance to the Dean of the Faculty, or designate. He/she shall meet with the grievor(s), and the Steward (or other Union representative) in an effort to resolve the grievance. The Dean or designate may be accompanied by another representative of the Employer. At this meeting, if resolution of the grievance does not seem imminent, the parties may agree to proceed immediately to Step III. Otherwise, within five (5) working days after commencement of this step, the Dean or his/her designate shall deliver a written reply to the grievor, with a copy to the Union. Failing settlement, the grievance shall be processed to the next step within ten (10) working days following either receipt of the written response or expiry of the above time limit, whichever comes first.

#### **Step III**

Step III shall commence upon written presentation of the grievance to the Department of Human Resources. The University Labour Committee and the Union Grievance Committee shall then have ten (10) working days in which to meet and attempt to resolve the grievance. **The site for the hearing of a grievance will be mutually agreed upon by the Union and the Employer.** If the grievance is resolved, a memorandum shall be made of the agreement reached and signed by the representatives of each party, and a copy shall be made for each party. If the grievance cannot be resolved, the union shall, not later than five (5) working days following the ten (10) working day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article II.

### **10.06 Time Limits**

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent shall be given in writing.

### **10.07 Employees May be Present**

The grievor(s) shall be permitted time off without loss of pay and benefits to attend to the adjustment of a grievance and may take part at any step in the grievance procedure.

### **10.08 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, such dispute or grievance shall be initiated at Step III.

#### **10.09 Priorities**

Any grievance involving suspension or dismissal shall be initiated at Step II. A grievance involving health and safety shall be initiated at Step III.

#### **10.10 Step 3 Disclosure**

**To the extent that the Step 3 grievance is particularized, the parties shall endeavor to exchange relevant information prior to the grievance meeting. The intent of this proposal is to enable the Union to adequately represent its members and the University to appropriately represent its interests. It is agreed that this provision is not intended to compel exhaustive or complete disclosure and that it does not place a burden on either party that would result in significant or unreasonable delay in the grievance process.**

#### **10.11 Technical Objections to Grievance**

No grievance shall be defeated or denied by any formal or technical objection.

### **ARTICLE 11 - ARBITRATION**

#### **11.01**

An Arbitrator shall hear an unresolved grievance. The parties will agree on a single arbitrator. Failing agreement, Vince Ready shall be assigned as sole arbitrator.

#### **11.02 Decision of the Arbitrator**

Within ten (10) working days following the conclusion of the hearing, the Arbitrator shall report his/her decision on the grievance. The decision of the Arbitrator shall be final, binding and enforceable on all parties.

#### **11.03 Decision of the Arbitrator**

The Arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions.

#### **11.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene to clarify the decision, which he/she shall do within five (5) working days.

#### **11.05 Expenses of the Arbitrator**

The expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Arbitrator shall be shared equally between the parties.

#### **11.06 Amending of Time Limits**

Whenever a stipulated time is mentioned in the procedure above, the said time may be extended by mutual consent of the parties. Such consent shall be given in writing.

#### **11.07 (renumbered)**

The Employer agrees that an employee, whether as a grievor, witness, or Union representative, shall be permitted the necessary time off from his/her work without loss of pay and benefits to attend an arbitration hearing. It is agreed that the Employer's obligation is limited, in the case of a witness, to the time the

witness' presence is required at the arbitration hearing to give evidence, and in the case of a Union representative, to providing such necessary time off to three (3) representatives. It is further agreed that there will be no undue disruption of work and that an employee shall not leave his/her work without obtaining permission from his/her Supervisor which shall not be unreasonably withheld.

## ARTICLE 12 - JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES

### 12.01

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 Article 13.02 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 thirty (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: 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 in Article 13.01.

### 12.02

- (a) When assigning the duties in accordance with Articles 12.04 and 13.04 for a specific position within a job description, the hours applicable to each component of the duties will be allocated in writing. All applicable component duties, such as lecture attendance, laboratory or tutorial responsibilities, marking and grading, invigilation, planning meetings, student consultation and training should be discussed. With respect to scheduling of vacations, if responsibilities are anticipated to extend into the period between December 24 and January 1, this must be discussed, and an alternate allocation for vacation hours than that specified in Article 16.02, must be made.

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 ten (10) working days.

### 12.03

Failing agreement in the review meetings mentioned in Articles 12.01 and 12.02 above, either Party may take the matter up at Step III of the Grievance Procedure.

### 12.04 Duties

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.

## ARTICLE 13 - JOB POSTINGS, APPOINTMENTS, AND RESIGNATION

### 13.01 Definition of Candidates

- (a) **Appointment**



Students of the University shall be eligible for appointment as a Teaching Assistant. The University will consider qualifications relevant to the position available in determining eligibility for appointment as a Teaching Assistant. Appointments may also be subject to budgetary considerations.

**(b) Reappointment**

Eligibility for reappointment as a Teaching Assistant will be as identified in 13.01(a) and will require:

- (i) Satisfactory performance as a Teaching Assistant. If no written performance evaluation has been prepared in accordance with Article 22.02, reappointment shall not be denied; and,

**(c) Preferred Candidates**

Within the guidelines set out in Article 13.01(b), Teaching Assistants eligible for reappointment shall be considered preferred candidates and provided preference for reappointment as follows:

- (i) 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 (2) Teaching Years, subject to maintaining full-time graduate student status.
- (ii) a full-time graduate student who is registered in a doctoral degree program will normally be given preference for consecutive appointments as a graduate Teaching Assistant not to exceed five (5) Teaching Years, subject to maintaining full-time graduate student status.
- (ii) 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 and shall begin the preference period outlined in Article 13.01 (c)(ii) above.
- (iv) The preference described in Article 13.01(c)(i) and (c)(ii) above shall not apply when an employee declines an offer of appointment, except as in Article 13.01 (c)(vi) or (c)(vii) below.
- (v) 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 (1) year, or who is formally recognized by the University as being on research leave or engaged in field work, for a period not to exceed one (1) year, will not jeopardize his/her consideration for reappointment under Article 13.01(c) and will not lose a year of preference for appointment.
- (vi) The preference described in Article 13.01 (c)(i) and (c)(ii) 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 in accordance with Article 13.01(b) but he/she shall not have preference for reappointment as outlined in Article 13.01(c). This provision is subject to the maintenance of full-time graduate student status at the University of British Columbia.
- (vii) The preference described in Article 13.01(c)(ii) 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.

- (viii) 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 transfers but shall be offered an appointment prior to any new full-time graduate students registered in that Department or Faculty.**
  - (ix) A full-time graduate student who is registered in a doctoral degree program who has exhausted their preference under 13.01(c)(ii) remains eligible for appointment as a Teaching Assistant. Teaching Assistants who are appointed in this fashion do not have continued preferential rights for reappointment.**
- (d) Eligibility for consideration as a preferred candidate under 13.01(c) will be limited to full-time students registered in the Department or Faculty offering the appointment and to full-time students registered in a interdisciplinary program, except as set out in Letter of Understanding #8.**
- (e) Employees who have exhausted their preference for reappointment as outlined in Article 13.01(c) above may still be reappointed but only after all preferred candidates have been offered an appointment.**

### **13.02 Job Postings**

- (a) Descriptions of all anticipated positions within the Bargaining Unit prepared in accordance with Article 12.01 shall be posted on Departmental (or Faculty in Non-departmental Faculties) bulletin boards or web sites 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 Point Grey campus of UBC. 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 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):**
- (i) 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.**
  - (ii) The Department shall develop a pool of preferred candidates for positions in the bargaining unit from the applications submitted in accordance with Article 13.01(c) above. Preferred candidates entering the pool will be determined in accordance with Article 13.01. No applicant shall be granted preference for more than one (1) 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.**
  - (iii) 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 after all other preferred candidates in the pool have been considered for appointment.**

- (iv) 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.
- (v) 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, subject to the provisions of Article 13.01, form part of the amendment.

(d) The provisions of this article 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. Descriptions of anticipated positions shall be posted by March 15 for the following Summer Session. Members of the Bargaining Unit shall have ten (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 ten (10) 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 Article 13.02(c)(i) and 13.02(c)(iii) shall apply. This provision shall not be used to circumvent the normal posting procedure outlined in Article 13.02.

#### **13.03 Job Selection**

(a) Offers of appointment will be made to preferred candidates before applicants who are not preferred. Subject to qualifications and budgetary considerations, the Department will 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) Employees who have exhausted their preference for reappointment as outlined in Article 13.03 (b) above may still be reappointed but only after all preferred candidates have been offered an appointment.

(c) 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 (2) years before new undergraduate hires.

(d) 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 ten (10) working days from the date of the offer.

#### **13.04 Appointment Term**

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

(b) When an appointment as a Teaching Assistant starts before the September 1 start date in Article 13.04(a) and continues into the Winter Session, the Teaching Assistant will be paid at the rate of pay for the upcoming Winter Session. It is recognized that these appointments will be in the areas where studies begin in August.

**(c) Where the University determines that the scheduling period for final exams shall require marking or invigilation to occur after April 30, the following additional terms shall apply:**

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

### **13.05 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 (2) weeks prior to the commencement of the session and one (1) week after the commencement of the session, respectively.**

### **13.06 Resignation**

**A member of the Bargaining Unit shall give ten (10) working days' notice of resignation.**

## **ARTICLE 14 – HOURS AND SCHEDULING AND RESCHEDULING OF WORK**

### **14.01 Hours of Work**

- (a) A full Teaching Assistantship involves an average of twelve (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 in (a) above may be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The employee may 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) Except as set out at the time of offer, a teaching Assistant shall not be required to work more than twenty-four (24) hours in any given week.**
- (d) 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 Article are not exceeded.**
- (e) Authorized hours worked in excess of those agreed to under Article 14.01(a) 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 30th end date in Article 14.01 (a) above, the teaching assistant shall continue to be paid the current rate of pay of his/her original appointment.**

**14.02**

The Employer shall not require any employee to teach without interruption for more than two (2) consecutive hours. Employees shall be entitled to a twenty (20) minute break every two (2) hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.

**14.03**

On any given day, the Employer shall not require an employee's scheduled duties to span a period of more than eight (8) hours without his/her agreement.

**14.04**

The Employer shall not require any employee to perform teaching or related duties amounting to more than seven (7) hours per day without his/her agreement.

**14.05**

The Employer shall not require that an employee's work schedule conflict with his/her scheduled course work.

**14.06**

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.

**14.07**

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.

**14.08**

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.

**ARTICLE 15 - TECHNOLOGICAL CHANGE**

**15.01 Definition**

For the purpose of this Agreement, an employee shall be considered displaced by technological change when his/her services become redundant through:

- (i) the introduction by the Employer of a change in the Employer's work, undertaking, or business, or a change in the Employer's equipment or material from that equipment or material previously used by the Employer in the Employer's work, undertaking, or business; or
- (ii) a change in the manner in which an Employer carries on the Employer's work, undertaking or business related to the introduction of that equipment or material.

**15.02**

If the technological change referred to in 15.01 is likely to affect the terms and conditions of employment of a significant number of employees to whom the Collective Agreement then in force applies, the Employer shall give sixty (60) days written notice to the Union of its intention to introduce such change.

**Written notice shall contain the following information:**

- (a) The nature of the technological change;**
- (b) The date on which the Employer proposes to effect the technological change;**

**(c) The approximate number of employees likely to be affected by the technological change and their employment categories.**

The Employer further agrees to discuss it with the Union representatives on the Labour/Management Committee with a view to minimizing the effect on employees in the bargaining unit.

**15.03**

The provision of 15.02 shall not apply if the change is beyond the control of the Employer. It is agreed that changes occasioned by reduction in government funding or by significant reductions in enrollment shall be construed as being beyond the control of the Employer.

**15.04**

Any matters not resolved under this Article may be referred by either party to arbitration as outlined in Article II.

**ARTICLE 16 - HOLIDAYS AND VACATIONS**

**16.01 Holidays**

No employee shall be required to work on any of 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       |
| B.C. Day       |                  |

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

**16.02 Vacations**

It is agreed that the salary set out in Schedule A includes 4% vacation pay. Vacations shall be taken as time off with pay as scheduled by the Supervisor during the term of the appointment. In allocating the employee's hours of work under Article 14, sixteen (16) hours [based on a full Teaching Assistantship as defined in Article 14.01(a)] will be scheduled as vacation, which will normally be scheduled between December 24 and January 1. Vacation for an employee working less than a full Teaching Assistantship will be scheduled during the term of the appointment on a pro rata basis.

**ARTICLE 17 - LEAVE**

**17.01**

The following kinds of leave are available to the employee under the conditions specified.

**17.02 Short Term Leave**

- (a) An employee may arrange, subject to Supervisor's approval, to exchange duties with another employee or arrange substitution for short periods without prejudice to future reassignment or reappointment.
- (b) If any employee cannot arrange to exchange duties with another employee or arrange substitution as per Article 17.02 (a), the employee can make written application for leave of absence without pay to their supervisor. Leave shall not be unreasonably denied or prejudice future assignment or reappointment. **If a short term leave request is denied, the employee may request written**

**reasons for the denial. Written reasons shall be provided within two (2) weeks of the request.**

### **17.03 Compassionate Leave**

In case of death in the immediate family, an employee shall be entitled to time off without loss of pay upon notification to the Department Head, through his/her Supervisor.

An employee shall be granted five (5) full working days leave without loss of pay upon the notification of death of a parent, wife, husband, common-law spouse, same sex spouse, or child.

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

In special circumstances, an employee may be granted further leave without loss of pay.

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

### **17.04 Paid Jury or Court Witness Duty Leave**

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence without loss of pay for this purpose. The employee concerned shall deposit with the Employer any pay rendered for such service, other than expenses, and shall render an accounting of amounts received together with proof of service.

### **17.05 Maternity/Parental Leave**

(a) In case of pregnancy or adoption, the employee shall be granted leave of absence without pay in accordance with the Maternity and/or Parental Leave provisions of the Employment Standards Act of British Columbia or to the end of her/his appointment, whichever occurs first. Upon return to work the employee may be placed in her/his original assignment or reassigned within the terms of her/his appointment.

(b) A fund will be created to assist employees experiencing financial hardship associated with the birth or imminent birth of a child. The Employer shall pay the Union the sum of \$25,000 in each year, commencing April 1, 2007. The monies shall be paid by April 30 of each year, for use in the upcoming academic year.

The Union will apply these monies to offset the financial hardship of the employees of Component I incurred due to the birth or imminent birth of a child. Employees who are eligible to receive maternity/parental benefits under Employment Insurance will not be eligible for support from this fund.

(c) Except as noted below, the provisions of the Letter of Agreement re: Maternity/Parental Leave apply provided the employee is eligible for Employment Insurance benefits solely on the basis of her/his employment with the University. The Plan B benefit described in the Letter of Agreement shall only apply for the period of leave described above. Paragraph (7) is subject to the provisions of Article 13.

### **17.06 Sick Leave**

An employee who is prevented by sickness or injury not covered by Workers' Compensation 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 (Article 14.01) shall be granted 12 hours of paid sick leave credits per term. Unused sick leave credits may be banked into subsequent terms. Accumulated sick leave banks shall not exceed twenty-four (24) hours. Employees may use their sick leave credits before but shall not receive payment for such leave until after they have worked four (4) 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.
- (e) Sickness or Injury of Dependents

Employees who have dependents 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 dependents.

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent for purposes of this Article 17.06(e) 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.

#### **17.07 Long Term Leave**

Any employee who declines a reappointment as a Teaching Assistant in order to interrupt his/her program of graduate study for a period not to exceed one (1) year will not jeopardize his/her consideration for reappointment under Article 13.03.

#### **17.08 Leave of Absence for Union Business**

Official representatives of the Union will be granted leave of absence without pay to attend Union conventions or to perform any other function on behalf of the Union and its affiliation(s). It is agreed that the Department Head and the Department of Human Resources will be given at least ten (10) days advance notice in writing, or in case of an emergency, as much notice as possible in writing. It is understood that such leave of absence must not interfere with the normal functions of any University department.

#### **17.09 Statutory Leave**

**This article recognizes the statutory obligations of the University and the Union to provide unpaid leaves to employees for situations not described in any other provision of the Collective Agreement.**

**Examples of such Statutory Leaves include:**

- **Family Responsibility Leave;**
- **Reservist Leave;**
- **Compassionate Care Leave**

**Where an employee qualifies for a leave under these, or any other statutory provision that obligates the University to provide leave the following general provisions apply:**

- **The employee must comply with the notice provisions of the Statutory Leave;**
- **Unless required by statute all leaves shall be unpaid;**
- **Unless seniority treatment is specified in the leave provision, an employee shall have their**



seniority maintained throughout the leave.

**The specific provisions of a Statutory Leave will be considered read into this Article and the Collective Agreement for each specific instance of Statutory Leave.**

**17.10 Academic Conference Leave**

**An employee who has been invited to participate as a discussant or presenter at a relevant academic conference shall be entitled to request Short Term Leave pursuant to Article 17.02. Leave requests will not be unreasonably denied. Confirmation from the conference organizers of the employee's participation in the program shall be required upon request.**

**17.11 Comprehensive Exams**

**An employee shall be entitled to request up to three (3) days of unpaid leave immediately prior to a dissertation or thesis defence, or comprehensive exam. Any request must provide two (2) weeks' notice. Leave requests will not be unreasonably denied.**

**ARTICLE 18 - PICKET LINES**

**18.01**

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross a picket line within the meaning of the Labour Code of British Columbia. However, if such refusal results in the employee not being able to perform the employee's duties, he/she may immediately be taken off the payroll until once again able to perform the normal duties of the position.

**18.02**

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

**ARTICLE 19 - HEALTH AND SAFETY**

**19.01 Cooperation on Safety**

The Employer and Union will cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous areas.

**19.02 Safety Committee**

It is agreed that employees shall have a representative on any departmental or area safety committee where members of the bargaining unit are employed. In addition, a representative from the bargaining unit will be invited to join the President's Safety, Security and Fire Prevention Committee, the Biohazards Committee, and the Pollution Control Committee.

**19.03 Proper Training**

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

**19.04**

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

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

#### **19.05**

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

#### **19.06**

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

#### **19.07 Transportation of Accident Victims**

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

#### **19.08**

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

### ARTICLE 20 - GENERAL CONDITIONS

#### **20.01**

The Employer shall ensure, consistent with the facilities available to departments, that employees shall be provided with an appropriate place for holding consultations with their students, **which permits confidential discussion as required**. The Employer shall provide the required equipment, supplies, academic text(s) and facilities (including computer **and photocopier** access) necessary in the judgement of the Employer for the performance of the employee's duties which have been assigned under the provisions of Article 13.05. Such facilities shall include access to an existing Employer telephone.

#### **20.02**

The Employer shall ensure that an employee shall have access to a mail box located within the department of his/her employment.

#### **20.03**

At the conclusion of the appointment period, the Employer shall provide a record of employment consisting of inclusive dates of appointment(s) and assignment(s) if requested by the employee.

### ARTICLE 21 - CORRESPONDENCE

#### **21.01**

All correspondence required by this Agreement to pass between the Employer and the Union shall be addressed to the Associate Vice-President, Human Resources and the President of the Union or their designates.

### **21.02**

Article 21.01 shall not preclude communication between officials of the Employer and officials of the Union. However, neither the Employer nor the Union shall be bound to positions not set out in correspondence according to Article 21.01.

## ARTICLE 22 - EMPLOYEE RECORDS

### **22.01 Employee Files**

- (a) An employment file for each employee shall be maintained in each Department, School or Faculty where a member of the Bargaining Unit is employed. The employment file will be separate from any file of the academic record of the employee as a student. The employment file will include applications for positions, reprimands (including the employee's response, if any), any correspondence with the employee or matters relating to the employment relationship.
- (a) An employee shall have the right to inspect his/her employment file upon three (3) working days written notice to the Department Head or designate. At the request of the employee, copies of any material in the employee's file shall be provided at the employee's expense. In addition, the employee shall have the right to respond to any document contained therein. Such reply shall become part of the employee's file.
- (c) The Employer agrees not to introduce as evidence in any hearing any documents, from any file of an employee, the existence of which the employee was unaware at the time of filing.

### **22.02 Performance Evaluation**

- (a) If a performance evaluation is prepared, whether at the request of the Employer or the employee, it shall be dated and a copy provided to the employee within five (5) working days. A copy will be placed on the employee's file.
- (b) If no written performance evaluation has been prepared, reappointment pursuant to Article **13.01 (b) (i)** shall not be denied.

## ARTICLE 23 - INDEMNITY

### **23.01**

The Employer shall not seek indemnity from any employee for matters resulting from any lawful actions by employees in accordance with the application and interpretation of this Agreement.

### **23.02**

The Employer shall ensure that where an action is brought against an employee as a result of the employee carrying out a function of his/her employment, whether or not he/she continues in that employment, the Employer shall conduct the action and may settle or defend the claim, and will indemnify the employee for and save the employee harmless from all costs, legal fees and other expenses arising from any such action, provided that the employee complies with all reasonable requests of the Employer in defending any such action and assigns to the Employer all costs recovered or recoverable in any such action.

## ARTICLE 24 - PAYMENT OF SALARY AND ALLOWANCES

**24.01**

The salary for a full Teaching Assistantship identified in Schedule A shall be paid in arrears in sixteen (16) semi-monthly installments, commencing in September. For appointments of less than a full Winter Session, the same principle of semi-monthly payments shall apply on a pro rata basis.

**24.02**

The Employer shall not make deductions from the salary unless authorized by statute, court order, arbitration order, by this Agreement or by agreement between Employer and employee.

**24.03**

When an employee is required by the Supervisor to use his/her privately owned vehicle in the discharge of his/her duties as a Teaching Assistant, Tutor, or Marker, he/she shall be paid the University mileage allowance in accordance with University Policy #83. This specifically excludes travel between the employee's place of residence and the University campus.

**ARTICLE 25 - TRAINING AND EMPLOYEE INPUT**

**25.01**

Each department shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked. **See also Article 19.03.**

**25.02**

Every employee may indicate in writing to his/her immediate supervisor at any time his/her concerns about aspects of courses pertaining to his/her appointment, without prejudice.

**ARTICLE 26 - TERM OF AGREEMENT**

**26.01**

This Agreement shall continue in full force and effect from **September 1, 2010** until **August 31, 2014**. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement (**August 31, 2014**) notify the other party, in writing, of its desire to negotiate a new or revised Collective Agreement.

**26.02**

Failing agreement by **August 31, 2014**, this Agreement will continue in force until:

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

**ARTICLE 27 - INTERPRETATION AND DEFINITIONS**

**27.01 Plural or Feminine Terms May Apply**

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so requires.

**27.02 Supervisor**

A Supervisor shall be designated as being responsible for assigning duties to the employee. In no case may an employee be responsible to more than one individual.

**27.03 Working Days**

For the purposes of Articles 8, 10, 11, 13, 14, 17 and 22, working days shall mean Monday to Friday inclusive, excluding those days described in Article 16 (Holidays).

**27.04 Reappointment**

A reappointment is an appointment given to a person who, in the Teaching Year prior to the term of appointment, was a member of the Bargaining Unit.

**27.05 Department**

Department shall also mean School, or Faculty in non-departmentalized Faculties.

**27.06 Pool of Preferred Candidates (Pool)**

Each department shall develop a Pool of preferred candidates for positions in the bargaining unit from applications submitted in accordance with Article 13.02 (c). This shall be known as the Pool. Preferred candidates are those who have taught previously, submitted applications and meet the criteria for reappointment (including not having exceeded time limits for preference for reappointment).

Offers of appointment, which are made subject to qualifications and budgetary considerations, must take place preferentially from the Pool over those who are not in the Pool.

**27.07 Teaching Assistant**

Teaching Assistant shall be deemed to mean Teaching Assistant, Tutor or Marker unless specified otherwise.

## SCHEDULE A - WAGES AND CLASSIFICATIONS

Yearly salaries for the four classifications of employees are listed below:

| Classification | <u>EFFECTIVE DATES</u> |             |             |
|----------------|------------------------|-------------|-------------|
|                | 2012 Sep 01            | 2012 Dec 01 | 2013 Sep 01 |
| G.T.A. I       | \$11,455.44            | \$11,570.00 | \$11,801.44 |
| G.T.A. II      | \$11,023.12            | \$11,133.36 | \$11,356.00 |
| U.T.A.         | \$5,498.48             | \$5,553.44  | \$5,664.48  |
| Marker         | \$5,275.20             | \$5,327.92  | \$5,434.48  |

(a) A full Teaching Assistantship in the Winter Session involves 384 hours of work including time off for vacations. The salary for employees appointed for a session who work less than 384 hours, and for employees appointed for one term of the Winter Session or for a Summer Session is calculated on a pro rata basis (refer to Articles 12.04 and 14.01).

(b) Classifications

(i) Graduate Teaching Assistant I (G.T.A. I)

A G.T.A. I is a graduate student who holds a masters degree or is a graduate student who is registered in a doctoral degree program at the University of British Columbia or who is a student who holds a masters or doctoral degree in the posted discipline.

(ii) Graduate Teaching Assistant II (G.T.A. II)

A G.T.A. II is a graduate student who holds a bachelors degree or is a graduate student who is registered in a masters degree program at the University of British Columbia or who is a student who holds a bachelors degree in the posted discipline. An employee who is registered in a diploma or licentiate program shall be appointed as a G.T.A. II.

(iii) Undergraduate Teaching Assistant (U.T.A.)

A U.T.A. is an undergraduate student who is registered in a bachelors degree program at the University of British Columbia.

(iv) Marker

A Marker is an employee appointed to a position which involves only objective ("key-type") marking duties.

## **SCHEDULE B – DUES DEDUCTION FORM**

### **UNIVERSITY OF BRITISH COLUMBIA C.U.P.E. LOCAL 2278**

(All bargaining unit employees must complete this form. Initiation fees, union dues and assessments, as established by the Union, will be deducted out of wages or salary paid to the employee.)

Until this authority is revoked by me in writing, I hereby authorize my employer, the University of British Columbia, to deduct from my wages or salary and pay to C.U.P.E. Local 2278, the equivalent of initiation fees, union dues and assessments as established by the Union.

---

Department/Faculty

---

Name of Employee

---

Date

---

Home Telephone Number (optional)

---

E-Mail Address

---

Signature of employee

---

## **SCHEDULE C – NOTICE OF MEETING**

It is understood and accepted that each Department shall give to each of its employees and to the Union written notice of the orientation meeting. Such notice shall be consistent with the sample form set out below. The Union and employees shall be given such notice at least two weeks in advance of the date of the orientation meeting.

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### **NOTICE OF MEETING**

In accordance with Article 3.02 of the Collective Agreement between the University of British Columbia and the Teaching Assistants' Union, the Employer shall arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties). All members of the bargaining unit are expected to attend. During this meeting, time shall be provided for a representative of the Union to discuss the function of the Union, expectations, responsibilities and duties of teaching assistants and markers as well as their rights as members of the Union.

Date of Meeting: \_\_\_\_\_

Time of Meeting: \_\_\_\_\_

Location of Meeting: \_\_\_\_\_

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IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this 6<sup>th</sup> day of November, 2012.

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

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
LOCAL 2278**

**"STEPHEN J. TOOPE"**  
President

**"PETER LANE"**  
Business Manager

**"PIERRE OUILLET"**  
VP Finance,  
Resources & Operations

**"TRISH EVERETT"**  
President

**"LISA CASTLE"**  
Vice President  
Human Resources

**"GERALDINA POLANCO"**

**"MIKE VIZSOLYI"**  
Employee Relations Manager

**"ROGER CLARKE"**

**"JONATHAN EASEY"**

**"MOHAMMED ALAM"**

**"RAFAEL WEINER"**

**"ALEC STROMDAHL"**

**LETTER OF UNDERSTANDING**

**#1 – Re: Department of Microbiology and Immunology**

It is understood that degree program requirements in the Department of Microbiology and Immunology include service as a Teaching Assistant. It is agreed that this service requirement must be considered when the Department is offering appointments under Article 13 of the Collective Agreement.

**For the University:**

**For the Union:**

**"Mike Vizsolvi"**

**"Peter Lane"**

**Date: November 3, 2011**

**LETTER OF UNDERSTANDING**

**#2 – Re: Electrical Engineering**

It is agreed that, in the Department of Electrical Engineering, there can be a combined Winter Session/Summer Session teaching assistant appointment and job posting. Such an appointment and posting will otherwise conform to the conditions set out in Article 13 of the Collective Agreement.

**For the University:**

**For the Union:**

**"Mike Vizsolvi"**

**"Peter Lane"**

**Date: November 3, 2011**

**LETTER OF UNDERSTANDING**

**#3 - Re: Foundations Program (Arts, Dean's Office)**

The Parties agree that the Foundations Program will be considered a Department for purposes of the Collective Agreement and without limiting the generality of the foregoing, for the purposes of Article 13.

**For the University:**

**For the Union:**

**"Mike Vizsolvi"**

**"Peter Lane"**

**Date: November 3, 2011**

**LETTER OF UNDERSTANDING**

**#4 - Re: Exchange Students in the Department of French, Hispanic & Italian Studies**

It is agreed that when a graduate student exchange takes place in the Department of French, Hispanic and Italian Studies that the exchange student shall be granted a teaching assistant appointment equivalent to that currently held by the U.B.C. student. All the conditions of Article 13 will apply including preference for reappointment. In any case, no member of the bargaining unit will be denied an appointment as a result of the exchange. The U.B.C. exchange student will be guaranteed an appointment equal to or greater than his/her appointment in the bargaining unit.

**For the University:**

**"Mike Vizsolyi"**

**For the Union:**

**"Peter Lane"**

**Date: November 3, 2011**

**LETTER OF UNDERSTANDING**

**#5 - Re: Expedited Arbitration**

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

1. The parties shall determine, by mutual agreement, those grievances suitable for **Expedited Arbitration.**
2. Those grievances agreed to be suitable for the **Expedited Arbitration** shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. The parties will each prepare and submit to the **Arbitrator** a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
5. The parties may make oral submissions, but each party's submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.
6. Prior to rendering a decision, the **Arbitrator** may:
  - (a) require the production of documents he/she deems relevant to the grievance;
  - (b) examine any witnesses he/she deems relevant to the grievance;
  - (c) exercise all of the other powers and authority as an arbitrator established under the provisions of Article 11, except for Article 11.01, 11.02, 11.03 and 11.07; and/or
  - (d) assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The **Arbitrator** shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that he/she considers reasonable, just and equitable in the circumstances.
8. The decision of the **Arbitrator** may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.
9. All decisions of the **Arbitrator** are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
10. The parties shall equally share the costs of the fees and expenses of the **Arbitrator**
11. The **Arbitrator** shall be **Vince Ready** or if unavailable, **Mark Brown.**

**For the University:**

**For the Union:**

**"Mike Vizsolvi"**

**"Peter Lane"**

**Date: November 15, 2012**

## LETTER OF UNDERSTANDING

### #6 - Re: Article 17.05 Maternity Leave/Parental Leave

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

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

- (1) Plan A is the benefit as described in Article 17.05.
- (2) Plan B is a Supplemental Employment Benefit (SEB) as described herein. The object of Plan B is to supplement employment insurance (EI) benefits during a period of unemployment due to pregnancy or adoption.
- (3) The benefit level paid under Plan B is 95% of the employee's regular weekly earnings; the Employer will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI benefits received by the employee.

In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed 95% of the employee's regular weekly earnings.

- (4) During the maternity or parental leave for adoption, the SEB benefit will be paid for the lesser of a maximum of seventeen (17) weeks for pregnancy [fifteen (15) weeks plus the two (2) week EI waiting period] and twelve (12) weeks for adoption [ten (10) plus the two (2) week EI waiting period], and the end of her/his appointment.
- (5) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under Plan B. The Employer will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs.
- (6) Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in Plan B.
- (7) Notwithstanding the provisions of Articles 1.01 and 2.04, the employee shall make a written agreement with the Employer on a form (a copy of which is attached and forms part of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
  - (A) Subject to the provisions of Article 13, the employee shall make a commitment to return to work at the end of the maternity or parental leave for adoption and, where applicable, any additional leave of absence without pay.
  - (B) The employee shall agree to repay to the Employer the gross benefit paid to the employee during the first two (2) weeks of the maternity or parental leave for adoption and the gross benefit difference which was paid to the employee for balance of the maternity or parental leave for adoption, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.
- (8) If the employee refuses to make an agreement under (7) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Plan A shall apply.

**For the University:**

**"Mike Vizsolvi"**

**For the Union:**

**"Peter Lane"**

**Date: December 1, 2011**



MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH THE LETTER OF AGREEMENT – ARTICLE 17.05  
MATERNITY/PARENTAL LEAVE:

I, \_\_\_\_\_, after consulting  
(Employee) (please print)

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

I agree that subject to the provisions of Article 13 of the Collective Agreement, 95% of my maternity/parental leave for adoption salary differential be paid to me during my leave of absence, and I agree to return to work and remain at work for a minimum of six (6) months. Should I fail to return to work, or having returned to work should I fail to complete six (6) months' of service, or if I resign, or if I am dismissed for just cause within six (6) months of my return to work, I agree to repay the University the gross salary received during the first two (2) weeks of maternity/parental leave for adoption and the gross salary difference paid to me during the following weeks of maternity/parental leave for adoption, **and I understand that under no circumstances will this repayment be pro-rated.** I understand that if I do not make the required repayment, I may be subject to legal action initiated by the University to regain such payments. **If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received.**

\_\_\_\_\_  
Employee (signature)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Union Representative

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

**LETTER OF UNDERSTANDING**

**#8 - Re: Interdisciplinary Programs**

**In an effort to encourage hiring of College for Interdisciplinary Studies (CFIS) and Interdisciplinary Studies Graduate Program (ISGP) students, Departments are not required to guarantee future positions to these students once they are hired.**

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

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

**Students in these programs shall not be considered a Preferred Candidate as set out in Article 13.01(c).**

**For the University:**

**"Mike Vizsolvi"**

**For the Union:**

**"Peter Lane"**

**Date: November 7, 2012**

**LETTER OF UNDERSTANDING**

**#9 - Re: Personal Hardship Fund**

A fund will be created to assist employees experiencing financial hardship associated with increased costs experienced by members of Component I related to employment. The Employer shall pay the Union the sum of \$50,000 on January 1, 2013.

The Union will apply these monies to offset the financial hardship associated with increased costs experienced by members of Component I related to employment.

For the University:

"Mike Vizsolvi"

For the Union:

"Peter Lane"

Date: November 6, 2012

## TEACHING ASSISTANTS

|                                   |                                  |
|-----------------------------------|----------------------------------|
| Adoption Leave                    | <i>See Leaves, adoption</i>      |
| Agreement                         |                                  |
| <b>copies to</b>                  | 3                                |
| <b>cost of</b>                    | 3                                |
| future legislation and provisions | 1                                |
| limits to management rights       | 4                                |
| precedence                        | 9                                |
| precedence of                     | 2                                |
| purpose                           | 1                                |
| term                              | 22, 66                           |
| Allowances                        | 22                               |
| Amending of time limits           | 8, 9                             |
| Appointments                      |                                  |
| assignment                        | 14, 47                           |
| length of appointment             | 13                               |
| resignation                       | 14                               |
| Arbitration                       |                                  |
| arbitrator                        | 9                                |
| costs                             | 9                                |
| decision                          | 9                                |
| decision clarification            | 9                                |
| time limits                       | 9                                |
| union leave from work             | 9                                |
| Bargaining Unit                   |                                  |
| exclusions                        | 1                                |
| work of                           | 1                                |
| Benefits                          |                                  |
| continuing part-time employees    | 49                               |
| employer payments                 | 3                                |
| extended health                   | 56                               |
| general information               | 57                               |
| health & welfare                  | 72                               |
| tuition fee                       | 57                               |
| Bulletin Boards                   | 4                                |
| Campus Mail                       | 4                                |
| Casual Employee                   | 50                               |
| Classification                    | 24                               |
| instructor                        | 49                               |
| Compassionate Leave               | <i>See Leaves, Compassionate</i> |
| Complaints and Grievances         | 7                                |
| Computing Facilities              | 4                                |
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| Courses and Work Schedule         | 14                               |

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| Court Witness                      | <i>See Leaves</i> |
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| appointment                        | 10                |
| calendar year                      | 51                |
| casual employee                    | 50                |
| continuing employee                | 49                |
| department                         | 23                |
| discharge                          | 58                |
| discrimination                     | 4                 |
| employee                           | 49                |
| full-time employee                 | 50                |
| grievance                          | 7                 |
| harassment                         | 5                 |
| hours of work                      | 14                |
| layoff                             | 59                |
| overtime                           | 59                |
| part-time employee                 | 50                |
| pool of preferred candidates       | 23                |
| preferred candidates               | 11                |
| <b>probation</b>                   | 47                |
| reappointment                      | 23                |
| reprimand                          | 6                 |
| resignation                        | 58                |
| seniority                          | 77, 78            |
| standard work week                 | 49                |
| standard work year                 | 49                |
| supervisor                         | 22                |
| suspension                         | 58                |
| teaching assistant                 | 23                |
| technological change               | 15                |
| working days                       | 23                |
| Dental Appointments                | 53, 75            |
| Dental Plan                        | 56                |
| Departments                        |                   |
| electrical engineering             |                   |
| combined sessions                  | 29                |
| foundations program                | 30                |
| french, hispanic & italian studies |                   |
| exchange students                  | 31                |
| of microbiology & immunology       |                   |
| requirements                       | 28                |
| Discharge                          | 58                |
| Discipline                         | 59                |
| burden of proof                    | 7                 |
| grieving                           | 7                 |

|  |                             |
|--|-----------------------------|
| meeting  | 6                           |
| procedures   | 7                           |
| safety   | 19                          |
| unjust suspension or discharge                           | 7                           |
| Dues   |                             |
| deduction form   | 3                           |
| Duties   | 10, 49                      |
| Employee   |                             |
| classification   | 24                          |
| performance evaluation                                   | 21                          |
| record of employment                                     | 20                          |
| records  | 21                          |
| inspection   | 21                          |
| Employee Files   | 59                          |
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| Facilities, Union  | <i>See Union Facilities</i> |
| Foundations Program                                      | 30                          |
| General  |                             |
| consultation space                                       | 20                          |
| mailbox  | 20                          |
| record of employment                                     | 20                          |
| Grievances   |                             |
| committee  | 7                           |
| definition   | 7                           |
| employee leave from work                                 | 8                           |
| hours  | 10                          |
| policy   | 8                           |
| priorities   | 9                           |
| procedure  | 8                           |
| Step 3 Disclosure  | 9                           |
| technical objections                                     | 9                           |
| time limits  | 8                           |
| union leaves for work                                    | 7                           |
| union may institute                                      | 7                           |
| union recognition  | 7                           |
| Harrassment  | 5                           |
| Hazards  | <i>See Safety</i>           |
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| Health   |                             |
| accident transportation                                  | 20                          |
| Holidays   |                             |
| statutory  | 16, 50, 54                  |
| vacation   | 16, 51                      |
| Hours  |                             |
| accommodation  | 15                          |

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| breaks                           | 15                |
| <b>compression of session</b>    | 14                |
| conflicts                        | 15                |
| daily limits                     | 15                |
| duties                           | 10                |
| extension of session             | 14                |
| grievances                       | 10                |
| mutual responsibility            | 14                |
| overtime                         | 14                |
| review                           | 10                |
| total                            | 14                |
| weekly                           | 14                |
| Human Rights Code                | 5                 |
| Increments                       | 62                |
| Indemnity                        | 21                |
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| INDEX                            | 38                |
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| union representatives            | 3                 |
| <b>Information to Union</b>      |                   |
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| <b>employee list</b>             | 3                 |
| job descriptions                 | 10                |
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| Interdisciplinary Programs       | 36                |
| Job Descriptions                 |                   |
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| duties                           | 10                |
| hours                            | 10                |
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| Job Postings                     | 47                |
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| job description                  | 12                |
| <b>Job Selection</b>             | 13                |
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| Labour Management Relations      |                   |
| appointed representative         | 5                 |
| labour management committee      | 5                 |
| meetings during work hours       | 6                 |
| union advisors                   | 6                 |
| Leaves                           |                   |
| <b>academic conference leave</b> | 19                |
| adoption                         | 17, 54, 55        |

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| <b>comprehensive exams</b>                   | 19                           |
| jury duty or court witness                   | 17                           |
| long term                                    | 18                           |
| maternity                                    | 17, 54                       |
| employment insurance                         | 17                           |
| funding                                      | 17                           |
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| SEB plan                                     | 33, 69                       |
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| dependents                                   | 18, 75                       |
| entitlement                                  | 53                           |
| notification                                 | 18                           |
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| union business                               | 18                           |
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| Mail Box                                     | 20                           |
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| agreement limits                             | 4                            |
| operations                                   | 4                            |
| Master's Degree                              | 64                           |
| Maternity Leave                              | <i>See Leaves, maternity</i> |
| Maternity/Parental Leave Repayment Agreement | 71                           |
| Medical Appointments                         | 53, 75                       |
| Medical Plan                                 | 55                           |
| New Employees                                |                              |
| copy of agreement                            | 3                            |
| direct deposit                               | 3                            |
| information meeting                          | 2                            |
| initiation fee                               | 2                            |
| orientation meeting form                     | 3                            |
| union membership                             | 2                            |
| No Discrimination                            | 4                            |
| financial                                    | 5                            |
| harassment                                   | 5                            |
| human rights code                            | 5                            |
| occupational requirements                    | 4                            |
| Notice                                       |                              |
| of meeting                                   | 26                           |
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| Reappointments                   |                             |
| performance evaluation           | 21                          |
| Recall                           | 60                          |
| Reinstatement                    | 59                          |
| Reprimand                        |                             |
| removal from file                | 6                           |
| Reprimands                       |                             |
| definition                       | 6                           |
| meeting                          | 6                           |
| procedure                        | 6                           |
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| Retirement                       | 51                          |
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| clothing                         | 19                          |
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| equipment                        | 19                          |
| hazards                          | 20                          |
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| Salary                           |                             |
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| dues deduction form              | 25                          |
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| table                            | 24                          |
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| vehicle allowance                | 22                          |
| Salary & Stipend                 | 62                          |

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| Secondment                                   | 48                      |
| Selection Committees                         | 48                      |
| Seniority                                    | 77, 78                  |
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| Session Out                                  | 52                      |
| Short Term Work Opportunities                | 74                      |
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| Temporary Assignments Out of Bargaining Unit | 48                      |
| Training                                     |                         |
| concerns                                     | 22                      |
| sessions                                     | 22                      |
| Union Dues                                   | 2                       |
| employee notification                        | 2                       |
| employer indemnity                           | 2                       |
| notice to employer                           | 2                       |
| transfer of funds                            | 2                       |
| Union Facilities                             |                         |
| bulletin boards                              | 4                       |
| campus mail                                  | 4                       |
| computing facilities                         | 4                       |
| room bookings                                | 4                       |
| Union Information                            |                         |
| meeting                                      | 2                       |
| orientation meeting form                     | 3                       |
| to new employees                             | 2                       |
| Union Recognition                            | 1                       |
| exclusions                                   | 1                       |
| precedence of agreement                      | 2                       |
| Vehicle Allowance                            | 22                      |
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| <b>Whistleblower Protection</b>              | 5                       |
| Work Opportunities                           | 48                      |
| Worker's Compensation Board                  | 53                      |
| Workload                                     | 48                      |



# U.B.C. ENGLISH AS AN ADDITIONAL LANGUAGE INSTRUCTORS

## SCHEDULE D

### Article D 1.00 Applicable Collective Agreement Provisions

The following articles of the Collective Agreement shall apply to Instructors:

|            |       |            |              |
|------------|-------|------------|--------------|
| a) Article | 1     | w) Article | 14.07        |
| b)         | 2     | x)         | 14.08        |
| c)         | 3.01  | y)         | 15           |
| d)         | 3.03  | z)         | 16.01        |
| e)         | 3.04  | aa)        | 17.03        |
| f)         | 3.05  | bb)        | 17.04        |
| g)         | 3.06  | cc)        | 17.05        |
| h)         | 3.07  | dd)        | 17.08        |
| i)         | 3.08  | ee)        | 18           |
| j)         | 4     | ff)        | 19           |
| k)         | 5     | gg)        | 20.01        |
| l)         | 6     | hh)        | 20.02        |
| m)         | 7     | ii)        | 21           |
| n)         | 8     | jj)        | 22.01a)b)c)  |
| o)         | 9     | kk)        | 22.02 a)     |
| p)         | 10    | ll)        | 23           |
| q)         | 11    | mm)        | 24.02        |
| r)         | 13.05 | nn)        | 25.01        |
| s)         | 14.02 | oo)        | 26           |
| t)         | 14.03 | pp)        | 27.01        |
| u)         | 14.04 | qq)        | 27.05        |
| v)         | 14.05 | rr)        | Schedule "B" |

## **ARTICLE D 2.00 PROMOTION, JOB POSTING AND SELECTION**

### **D 2.01 Job Postings**

All vacant positions within the bargaining unit for **English as an Additional Language Head Instructor**, special projects such as curriculum development and other positions that may be agreed upon from time to time shall be posted on all Union bulletin boards, Continuing Studies Intranet, English Language Institute electronic mail and such other places as may be agreed upon between the University and the Union, for at least five (5) working days. The Employer further agrees to place all postings on its web site. They shall be posted at least sixty (60) days prior to the commencement of the position, where possible.

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

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

### **D 2.02 Right to Apply**

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

### **D 2.03 Hiring Policy**

- a)
  - i) The Employer shall fill vacancies from within the bargaining unit in order of seniority, providing employees are available with the required minimum qualifications before hiring new employees.
  - ii) Seniority shall determine course assignment and schedule selection in accordance with D 2.03 a)i).
- b) Minimum qualifications are:
  - i) A university degree;
  - ii) Instructors shall have a knowledge of the language to be taught which is equivalent to that of a native speaker;
  - iii) Instructors shall have suitable training in methods and techniques of language instruction.
- c) Any change in the minimum qualifications for any position in the bargaining unit will be made only upon mutual agreement in writing between the parties.
- d) **A new employee shall complete a probationary period as follows:**
  - i) **satisfactory completion of thirty-three (33) teaching weeks where thirty-two (32) teaching weeks were completed within the Intensive English Program; or,**
  - ii) **satisfactory completion of the teaching requirements of a standard work year as defined in Article D 3.01 ((d)i).**

**An employee shall be required to complete the teaching requirements of the probationary period within the time period set out in Article D9.02(a).**

## **D 2.04 Work Opportunities**

All anticipated (confirmed and tentative) work opportunities in the bargaining unit in each calendar year will be posted. These anticipated work opportunities will be updated and posted as changes occur. Where possible employees will have ten (10) working days to indicate their interest in posted work opportunities.

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

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

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

## **D 2.05 Temporary Assignments Out of the Bargaining Unit**

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

## **D 2.06 Secondment**

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

## **D 2.07 Selection Committees**

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

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

## **ARTICLE D 3.00 WORKLOAD**

### **D 3.01 Terms**

- a) "Standard work week" shall mean a five (5) day work week and have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of eighteen (18) instructional contact hours with the remaining hours to be associated duties.
- b)
  - i) "Standard work year" shall comprise forty-two (42) weeks of instructional contact.
  - ii) The forty-two (42) weeks of instructional contact referred to in Article D 3.01 d) i) may be extended for one or more employees by mutual agreement of the employee and the employer by up to four (4) weeks in the event of operational requirements. Notwithstanding Article D 11.01, and subject to Article D 3.01 c), an employee who works in that four (4) week period shall be paid her/his regular wages and not overtime pay.
- e) Duties and responsibilities include:
  - i) **Assesses students in language proficiencies for class placement**
  - ii) Instructs students in assigned courses;
  - iii) Prepares course outlines and daily lessons;
  - iv) Assigns, receives and marks student homework and compositions;
  - v) Evaluates and/or appraises students as required and keeps appropriate records;
  - vi) Advises and consults with students regarding their linguistic progress;
  - vii) **Organizes and maintains course files and materials;**
  - viii) **Conducts field trips;**
  - ix) **Attends socio-cultural functions as required;**
  - x) **Provides specialist academic English language coaching;**
  - xi) Attends **staff, committee, professional development and other ELI** meetings;
  - xii) **Meets individually with staff, administrators, or colleagues;**
  - xiii) **Trains student teachers;**
  - xiv) **Prepares course development materials on approved instructional time release;**
  - xv) **Works on special projects as agreed with the department head or designate;**
  - xvi) Remains current in field of instruction;
  - xvii) **Attends conferences, prepares and presents seminars;**
  - xviii) **Performs such other associated duties as may be assigned.**

(See Letter of Agreement Re: Instructors' Year Plan English Language Institute.)

## **ARTICLE D 4.00 DEFINITION OF EMPLOYEE**

### **D 4.01 Employee**

- a) An employee shall mean any person employed by the Employer who is covered by the certification granted the Union by the L.R.B. of British Columbia on March 27, 1980 and varied on February 20, 1989.
- b) The Employer hires employees in the following categories: continuing or casual; on either a full-time or part-time basis.

### **D 4.02 Continuing Employee**

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

Continuing Part-Time Employee Benefits:

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

- a) Sick Leave (Article D 6.03)  
The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in the previous month.
- b) Statutory Holidays (Article 16.01)  
The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.
- c) Compassionate Leave (Article 17.03)  
The continuing part-time employees shall receive pay for compassionate leave on a pro rata basis, according to the number of hours worked in the previous month.
- d) Vacation Entitlement (Article D 5.00)  
Continuing part-time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.
- e) Maternity Leave (Article D 6.04)  
Continuing part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article D 6.04.

#### **D 4.03 Full-Time, Part-Time and Casual Employees**

- a) A full-time employee shall mean an employee who has a workload of at least fifteen (15) instructional contact hours per week.
- b) A part-time employee shall mean an employee who has a workload of between eight (8) and fourteen (14) inclusive instructional contact hours per week.
- c) The status and year plans of employees shall be made known, where possible, by the end of April each year.
- d)
  - i) A casual employee shall mean an employee who is hired to fill a short-term position to a maximum of nine (9) weeks' duration except by mutual agreement of the parties.
  - ii) Casual employees may be employed as substitutes to fill short-term leaves up to one (1) week duration for sickness or approved absences. Extensions may be granted upon mutual agreement of the parties.
- e)
  - i) **Employees on the Seniority List shall notify the University no later than June 30 of each year of their status for the following year. A "year" means from the first day of the fall Intensive English Program (IEP) to the day preceding the first day of the following fall IEP. Employees may declare themselves full-time or part-time. For clarity, employees are permitted to change their status from the previous year. Any change in status from part-time to full-time declared at this time will be accommodated as per seniority subject to the availability of work. The University shall not bump or displace full-time employees to accommodate a status change requires.**

**In the absence of any declaration, employees who taught or will teach full-time for at least 34 weeks in the current year will be assumed to have declared full-time for the**



following year. For the purposes of this letter, weeks on paid full-time leave will be counted towards the 34 weeks. All others will be assumed to have declared part-time.

- ii) Part-time employees may request a full-time assignment sixty (60) days prior to the beginning of any available work. The University shall accommodate such requests subject to the operational requirements, requests made pursuant to D 4.03 (e) (i), and seniority, in that order.

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

- iii) Part-time employees granted full-time status in accordance with this article, shall choose their courses according to seniority.
- iv) A full-time employee may request a reduction in work. For administrative purposes, requests for a reduction in work shall follow the same procedures as set out for Leave of Absence requests under Article D 6.00. Unless or until a reduction in work has been granted, full-time employees are required to accept full-time status and assignments.

Employees are required to make such requests at least sixty (60) days prior to the beginning of any available work. The University shall not unreasonably deny such requests.

#### **D 4.04 Retirement**

Employees shall normally retire on the last working day of the month in which their sixty-fifth (65th) birthday occurs; however, retirement shall be optional at any time after the fifty-fifth (55th) birthday.

All employees, upon retirement from the Employer:

- a) shall receive a lifetime University Library card, renewable yearly;
- b) be entitled to the same vacation which they would have had if they continued working to the end of the calendar year;
- c) Providing there is mutual agreement between the employee and the Employer, employees may continue in their positions with the Employer after the age of sixty-five (65) subject to annual review with a test of competence which would indicate sufficient ability to perform the job satisfactorily, and shall continue to receive all the rights and privileges provided for in this Agreement.

### **ARTICLE D 5.00 VACATIONS**

#### **D 5.01 Definition of Terms**

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

#### **D 5.02 Vacation Entitlement**

Each employee shall receive four (4) weeks vacation with pay each calendar year.

When an employee is eligible for sick leave while she/he is on paid vacation, illness or injury during such time shall not be tabulated against the employee's vacation entitlement but shall be tabulated against the

employee's sick leave, subject to presentation of supporting medical certificate or other proof of illness or injury.

## **ARTICLE D 6.00 LEAVE**

### **D 6.01 Leave of Absence Without Pay**

- a) An employee (full-time or part-time) may apply for a leave of absence without pay for up to two (2) years without loss of seniority.
- b) The employee shall submit a request in writing to the Department Head, normally no later than two (2) months prior to the 1<sup>st</sup> day of term, stating the reasons for the leave. Requests submitted later than two (2) months prior to the 1<sup>st</sup> day of term will be considered provided the employee provides a reasonable explanation for the later request. The Employer shall reply within one (1) month to such requests and shall make every effort to comply with an employee's request for the leave. Permission shall be obtained in writing from the Department Head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.
- c) Upon return to work, the employee shall be placed in his/her former position.
- d) An employee on leave may maintain coverage on the following plans by providing post-dated cheques to the Department of Financial Services for their share of the following premiums/contributions:
  - Medical Plan
  - Dental Plan
  - Extended Health Plan
  - Group Life Insurance Plan
  - Long-Term Disability Insurance Plan
  - Pension Plan
- e) A leave of absence must be full-time.

### **D 6.02 Session Out**

- a) An employee may apply for a session out without pay and without loss of seniority.
- b) The employee shall submit a request in writing to the Department Head no later than two (2) months prior to the session, stating the reasons for the leave. The Employer shall reply within one (1) month to such requests and shall make every effort to comply with an employee's request for the session out. Permission shall be obtained in writing from the Department Head and shall not be unreasonably withheld. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.
- c) Upon return to work the employee shall be placed in his/her former position.
- d) An employee on session out may maintain coverage on the following plans providing post-dated cheques to the Department of Financial Services for their share of the following premiums/contributions:
  - Medical Plan
  - Dental Plan
  - Extended Health Plan
  - Group Life Insurance Plan
  - Long-Term Disability Insurance Plan

Pension Plan

- e) Sessions out are full-time.

**D 6.03 Sick Leave**

- a) No employee shall be severed or lose seniority because of illness.
- b) Proof of Illness
  - i) Where an employee is absent through illness, the employee must report by telephone or otherwise to their Department Head or designate as early as possible, normally by starting time on the first day away.
  - ii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.
  - iii) Upon return to work, the employee will be required to complete a standard "Proof of Illness" form provided by the Employer.
  - iv) A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.
- c) Medical and Dental Appointments

Absence of one-half (1/2) day for medical or dental appointments shall not be deducted from an employee's sick credits nor shall any pay be deducted. There shall not normally be more than an average of one-half (1/2) day per month for this purpose. Excessive use of medical or dental appointments may require medical or dental certificates.
- d) Sick Leave Records

Employees shall have access to sick leave credit records on request.
- e) Sick Leave Entitlement
  - i) The employer will allow one and one-quarter (1 1/4) days per month sick leave with full pay up to 152 days maximum. When an employee has worked eleven (11) of the days in any given calendar month, they will be entitled to full sick leave credit for that month. Sick leave entitlement shall accrue commencing 1990 January 01.
  - ii) Upon request, an employee who has exhausted their sick leave will be issued a Record of Employment so that they may apply for Employment Insurance Sick Leave Benefits.
  - iii) **Employees may use up to three (3) days of dependent leave in any calendar year to care for the illness or injury of a dependent living in the same residence as the employee. Any such use of dependent leave shall be deducted from an employee's personal sick leave credits, but shall be recorded as dependent leave. This provision is subject to the employee maintaining a personal annual accumulation of sick leave credits in excess of (12) twelve days to comply with Employment Insurance Regulations.**
  - i) **Employees may use up to an additional two (2) days as dependent leave in any calendar year for such illness provided they have sufficient accumulated sick leave credits carried over from a previous calendar year.**
- f) Workers' Compensation

Employees with a positive accrued sick leave balance shall repay the Employer, or arrange to have the Employer paid, any monies paid or payable to them by the Workers' Compensation Board.

Upon doing so, they shall receive full pay to a total of the value of accrued sick leave. If the balance of accrued sick leave is zero, employees shall retain their payment from the Workers' Compensation Board.

- g) **Statutory Holidays**  
When a statutory or special holiday falls within, or contiguous to a period of paid sick leave, the holiday shall not be assessed against the employee's sick leave.
- h) **Subrogation**  
Employees shall turn over, or cause to be turned over to the Employer, any monies paid or payable to them by the Insurance Corporation of British Columbia, or any third party as a result of a claim for lost wages, where employees have used their sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrongdoing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the Employer for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

*\* See Letter of Understanding re: Sick Leave*

#### **D 6.04 Maternity/Parental Leave**

- a) **Maternity Leave** - In case of pregnancy, an employee is entitled to a leave of absence without pay of eighteen (18) consecutive weeks. If the baby is confined to the hospital, this period may be split and/or delayed by carrying forward one (1) week, for each week of hospitalization. This extension may continue up to 52 weeks following the week of the child's birth. If eligible she shall receive the benefits of the applicable provisions of the Employment Insurance Act. Subject to (c) below, upon request, the employee shall be granted up to six (6) months of additional leave. For purposes of greater certainty, any parental leave taken under (c) shall count towards the six (6) months of additional leave.
- b) **Adoption Leave** – In case of adoption, an employee is entitled to a leave of absence without pay of eighteen (18) consecutive weeks from the date the child arrives home. If eligible she/he shall receive the benefits of the applicable provisions of the Employment Insurance Act. Subject to (c) below, upon request, the employee shall be granted up to six (6) months of additional leave. For purposes of greater certainty, any parental leave taken under (c) shall count towards the six (6) months of additional leave.
- c) **Parental Leave** - An employee is entitled to a leave of absence without pay of up to thirty-seven (37) consecutive weeks during the year following the birth or for adoptive parents, from the date the child arrives home. When an employee takes both maternity and parental leave, the parental leave will be taken immediately after the maternity leave, unless mutually agreed otherwise by the employee and the Employer.
- d) If birth occurs or pregnancy is terminated before a request for maternity leave is made, the employee will be granted up to six (6) weeks leave upon medical certification of such event.
- e) An employee is entitled to up to six (6) additional consecutive weeks of unpaid maternity leave if, for reasons related to the birth or the termination or pregnancy, she is unable to return to work when her leave ends under Articles D 6.04 a) or D 6.04 d). The Employer may require a medical certificate stating the reasons for the leave extension.
- f) An employee on parental leave under Article D 6.04 c) is entitled to up to five (5) additional weeks of unpaid leave if the child has a physical, psychological or emotional condition requiring a period of additional parental care. The Employer may require a medical certificate or other evidence of the employee's entitlement to leave.

- g) 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.
- h) An employee on maternity, adoption or parental leave may maintain coverage on the following plans by providing post-dated cheques to Department of 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 Insurance Plan
  - Pension Plan
- i) 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.
- j) Employees on maternity or adoption leave who qualify for the benefits of Article D 6.04 i) shall receive the full accrual of sick leave and vacation credits in the first month of such leave. Following the first month of such leave, accrual of sick leave credits shall be pro-rated based on the maternity/adoption leave salary differential paid to the employee by the Employer. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay shall be pro-rated based on the maternity/adoption leave salary differential paid to the employee by the Employer.
- k) After completing six (6) months service, following return to work after maternity or adoption leave and, where applicable, any additional leave of absence without pay, employees will be paid by the Employer the difference of the maternity or adoption benefit received from Employment Insurance and the employee's monthly salary for the period of time Employment Insurance benefits were received. Provided the employee has received the benefit mentioned above, the Employer will pay to the employee her/his salary for the two-week waiting period for Employment Insurance benefits. If the employee does not apply for, or qualify for, Employment Insurance benefits, the Employer will not pay monies to the employee for the period of time the employee was on maternity or adoption leave. Such employee will not accrue sick leave credits beyond the month in which the maternity or adoption leave commenced. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay will be limited to the month in which the maternity or adoption leave commenced.

## **ARTICLE D 7.00 BENEFITS**

### **D 7.01 Medical and Dental Plans**

- a) Medical Plan
  - i) The employee shall pay one hundred percent (100%) of the monthly contribution to the Medical Plan.
  - ii) Upon appointment to employment or upon completion of the probation period for those moving from casual employee status, all continuing employees shall be eligible to participate in the Medical Plan as outlined in i) above.
- b) Dental Plan

- i) The Employer shall pay one hundred percent (100%) of the monthly contribution to the Dental Plan.
  - ii) After three (3) months of employment or after three (3) months upon completion of the probation period for those moving from casual employee status all continuing employees shall be eligible to participate in the Dental Plan as outlined in i) above.
- c) Extended Health Benefits
- i) The Employer shall pay one hundred percent (100%) of the Extended Health Benefit premium.
  - ii) Upon appointment to employment, or upon completion of the probation period for those moving from casual employee status, all continuing employees who participate in the Medical Plan as per a) above shall be eligible to participate in the Extended Health Benefit Plan as outlined in i) above.

Effective September 01, 1993, vision care will be added to the extended health plan.

- d) Health and Welfare Benefits
- The Public Sector Accord on University Issues dated January 31, 2000 (the “Accord”) provides, amongst other things, a process for improving health and welfare benefits without increased costs for the University.

Given that both parties recognize the provision of health and welfare benefits is integral to recruiting and retaining staff, the Employer and the Union agree as follows.

- 1) The Employer will allocate 1.85% of annual payroll, on an ongoing basis, toward the improvement of health and welfare benefits. Annual payroll is calculated over the 12-month period preceding March 31<sup>st</sup> each year.
- 2) The Employer will provide the following health and welfare benefit plans:
  - Medical Services
  - Extended Health
  - Dental
  - Basic Group Life Insurance
  - Income Replacement (Long Term Disability) and
  - Employee and Family Assistance Program.
- 3) The Employer will continue to pay 100% of the premiums for all of the plans listed in paragraph 2, other than Income Replacement Plan (Long Term Disability), the premiums for which remain 100% employee paid, Employee and Family Assistance Program, the premiums for which remain 30% employee paid, and Medical Services Plan, the premiums for which remain 75% employee paid.
- 4) The eligibility requirements for the plans shall be as provided for the Collective Agreement as modified by the Letter of Agreement dated September 26, 2000 as noted above.

## **D 7.02 Pension Plan**

All eligible employees shall join the UBC Staff Pension Plan as of 1991 September 01.

## **D 7.03 Benefits Information**

Upon request, the Employer agrees to provide the Union with any statistical and other relevant information at its disposal pertaining to the Pension Plan, Group Life Insurance and Disability Insurance.

Information pertaining to benefits for employees can be found on the Human Resources website.

## **ARTICLE D 8.00 PERSONAL STUDY BENEFITS**

### **D 8.01 Tuition Fee Benefits**

On completion of the probationary period, employees shall be entitled to tuition fee benefit to take or audit credit courses to a maximum of twelve (12) undergraduate credits (formerly 6 units) per year (12 months). Non-credit courses may be taken to the equivalent value in fees over a year. To determine the equivalent value in fees, reference should be made to the fee for six (6) credit (formerly 3 units) courses in the University Calendar under the heading, "Fees, Summer Session". Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to continuing part-time employees.

Effective September 01, 1993, this benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year.

### **D 8.02 Location**

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

### **D 8.03 Credit/Non-Credit Courses**

Both Credit and Non-Credit courses may be taken.

### **D 8.04 Courses During Working Hours**

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

### **D 8.05 Procedure**

An employee eligible for study benefits as outlined in Article D 8.01 (Tuition Fee Benefit) must first complete the APPLICATION FOR TUITION FEE BENEFIT, available from the Department of Financial Services, and return the form to the Department of Financial Services for authorization. The Department of Financial Services will verify the employee's eligibility and tuition fee benefit, complete the AUTHORIZATION section and return the necessary copies to the employee.

### **D 8.06 Minimum Enrollment Requirements**

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

## **ARTICLE D 9.00 SENIORITY**

### **D 9.01 Definition**

Seniority shall mean length of service with the Employer within the bargaining unit, and shall be credited for all service prior to certification of the bargaining unit as designated in Article D 9.02.

### **D 9.02 Seniority**

- a) All employees shall be placed on the seniority list in accordance with the current hiring priority list issued January 1990. All new employees shall be added to the bottom of the seniority list as of

their date of hire or for those moving from casual employee status, upon completion of the probationary period within a two (2) year period from their first date of hire, as applicable.

- b) Seniority shall continue during any employee's absence from work due to illness, accident, WCB, general leaves of absence of up to two (2) years, or unjust discharge.
- c) An employee shall not suffer loss of seniority for any of the following reasons: unjust discharge, layoff, promotion, demotion, transfer, reclassification, compulsory military service, vacation, any recognized leave, or temporary assignment out of the bargaining unit.
- d) The Employer and the Union agree that notwithstanding the provisions of Article D 9.02 (a) of the Collective Agreement, upon offer of a casual or CUPE appointment which will result in completion of the probationary period, for the purposes of seniority date only, the date of seniority shall be the date **and time (s)he was** offered the position, in writing, which resulted in them completing their probationary period.

Any employee who received such an offer will still be required to successfully complete their probationary period.

### **D 9.03 Seniority List**

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

## **ARTICLE D 10.00 DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION**

### **D 10.01 Definitions (for the purposes of this Article)**

- a) Discharge - the involuntary ending of employment.
- b) Suspension - a disciplinary action on the part of the Employer.
- c) Resignation - the voluntary ending of employment by the employee.

### **D 10.02 Suspension**

The Employer may suspend any employee for just cause subject to Article 10 and 11 (Grievance and Arbitration Procedure). Upon taking of its decision, the Employer will immediately send to the employee concerned, with a copy to the Union, a letter giving written notification of and reasons for the suspension. Suspension shall not exceed five (5) working days. All suspended employees shall be returned to their former positions.

### **D 10.03 Discharge**

- a) The Employer may discharge any employee for just cause, subject to Article 10 and 11 (Grievance and Arbitration Procedure).
- b) A written list of all reasons for discharge must accompany notifications of discharge to the employee and the Union.
- c) Grievances arising out of discharges when pay in lieu of notice is given shall begin at Step III of the Grievance Procedure.

### **D 10.04 Proof Of Just Cause**



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

#### **D 10.05 Reinstatement for Unjust Discharge**

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

#### **D 10.06 Disciplinary Action/Employee Files**

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

#### **D 10.07 Notice of Resignation**

Where possible, an employee is expected to give four (4) weeks notice of resignation. An employee may rescind their resignation, in writing, without penalty up to three (3) working days after giving notice.

#### **D 10.08 Vacation Entitlements**

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination, except as provided in Articles D 10.05 and D 10.07.

### **ARTICLE D 11.00 OVERTIME**

#### **D 11.01 Definition**

Overtime for full-time employees is that time worked in excess of each employee's standard work year as defined in Article D 3.01 d).

#### **D 11.02 Authorization for Overtime Pay**

- a) Overtime will be worked only when the Department Head or designate has requested that overtime be worked. Compensation for overtime shall be paid at two (2) times the employee's regular hourly rate for hours worked to the next one-half hour. Overtime shall normally be paid, but if there is mutual agreement between an employee and the Department Head or designate, equivalent time off may be taken to a maximum of thirty-five (35) hours in any one calendar year. Overtime taken as time off in lieu shall be equivalent to the number of hours for which she/he would have been paid, to a maximum of thirty-five (35) hours in any one calendar year. The time off in lieu shall be taken within twelve (12) months of the date the overtime was worked at a time mutually agreeable to the employee and the Department Head or designate. Time off in lieu which is not taken within that twelve (12) month period shall be paid out to the employee at the end of that period.
- b) Employees will not be required to work more than five (5) days in a given week.

### **ARTICLE D 12.00 LAYOFF AND RECALL**

#### **D 12.01 Definition of Layoff**

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

### **D 12.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority in accordance with Article D 9.00.

### **D 12.03 No New Employees**

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

### **D 12.04 Recall Procedure**

- a) Employees shall be recalled in the order of their seniority.
- b) Employees shall remain on the recall list for twelve (12) months.

### **D 12.05 Advance Notice of Layoff**

The Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available.

### **D 12.06 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at Step III of the Grievance Procedure.

### **D 12.07 Technological Change**

**Where applicable and/or practicable, employees who are about to become displaced by and who have received notice of layoff due to technological change will be eligible for retraining to equip them for the operation of such new equipment and procedures resulting from the technological change. Such retraining shall be at the Employers expense and, whenever possible, shall occur during working hours.**

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

**If not applicable and/or practicable or in cases where the employee on notice chooses. not to accept such retraining, the employee shall inform her/his Department Head in writing which of the following options she/he has selected:**

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

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

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

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

## **ARTICLE D 13.00 GENERAL**

### **D 13.01 Official University Closure**

Should the Employer, or an area of the Employer, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive their regular salary during the closure. (These closures shall not be considered a Special Holiday as in Article 16.01.)

### **D 13.02 Employees' Library Card**

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

### **D 13.03 Staff Rooms**

The Employer shall provide and maintain staff rooms.

### **D 13.04 Vehicle Policy**

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

## ARTICLE D 14.00 SALARY AND STIPENDS

### D 14.01 Salary Scale (per standard work year)

|          | 2012 Sept 01 | 2013 Sept 01 |
|----------|--------------|--------------|
| Step 1   | \$39,576     | \$40,368     |
| Step 2   | \$41,352     | \$42,180     |
| Step 3   | \$43,128     | \$43,992     |
| Step 4   | \$44,928     | \$45,828     |
| Step 5   | \$46,704     | \$47,640     |
| Step 6   | \$48,492     | \$49,464     |
| Step 7   | \$50,268     | \$51,276     |
| Step 8   | \$52,056     | \$53,100     |
| Step 9   | \$53,844     | \$54,924     |
| Step 10  | \$55,632     | \$56,748     |
| *Step 11 | \$57,408     | \$58,560     |
| *Step 12 | \$59,196     | \$60,384     |
| *Step 13 | \$60,984     | \$62,208     |
| *Step 14 | \$62,796     | \$64,056     |

Placement on the scale at time of hire in accordance with current placement procedures. Employees will be paid at the next step on the month following their anniversary date of hire.

Increments, where applicable, will normally be automatic, but an increment will be delayed by the length of a leave of absence without pay in accordance with Article D 6.01 or session out in accordance with Article D 6.02. The increment delay will equal the number of months of a leave of absence without pay or session out which exceeds three (3) months. Only a leave of absence without pay or session out exceeding three (3) months will cause a delay in an increment. A new step date will be established based on the number of months delayed.

\* Steps 11, 12, 13, and 14 will be added to the salary scale. These additional steps, however, can be attained only through advanced degrees, service as a long term **English as an Additional Language Head Instructor**, or a combination of the two. No employee can accumulate more than 14 steps on the salary grid.

#### Year 1

- Advance by one (1) step any employee with an advanced degree who has been at Step 10 for at least one (1) year.
- Advance by one (1) step any employee who has served as a **English as an Additional Language Head Instructor** for a minimum of one (1) continuous year since September 1997.

#### Year 2

- Advance by one (1) step every employee who has an advanced degree.
- For those who do not already hold an advanced degree, advance by one (1) additional step every employee who enrolls in a master's degree in TESL or equivalent program. Employees would continue to receive this benefit only as long as they continue to be enrolled in the program and in any case for a maximum of two (2) years.

This option may be exercised in either Year 2 or Year 3.

- Recognition for employees without advanced degrees **English as an Additional Language Head Instructor** experience.

Any employee who does not receive credit in the step system for an advanced degree or **English as an Additional Language Head Instructor** experience shall receive the following:

Upon reaching 13 years of service an employee shall receive the equivalent of one (1) step in pay.

#### Year 3

- Advance every employee who has an advanced degree in TESL or equivalent by one additional step.

Should there be a dispute on whether an employee has an equivalent of a master's degree in TESL, the Director of the ELI (or his or her designate) and the union representative of CUPE Local 2278 Component II shall meet to resolve the matter.

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

Grandparenting of employees with advanced degrees:

All employees on payroll or approved leave at the time of ratification who have an advanced degree will be eligible for the one (1) step increase.

### **D 14.02 English as an Additional Language Head Instructor**

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

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

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

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

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

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

#### **D 14.03 Part-Time Salary**

Part-time employees shall be paid on a pro rata basis using sixteen (16) instructional contact hours per week as the basis for the pro rata division.

#### **D 14.04 Master's Degree**

Employees who complete a Master's degree will receive a one (1) step increase in wages on the first of the month following their graduation, as confirmed by the Registrar's Office, or six (6) months after the effective date of their last step increase, whichever comes later. The date of this step increase will then become their anniversary date for the purposes of future step increases.

#### **D 14.05 Payment for Seminars and Workshops**

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

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

## APPENDIX 1

**Position: English as an Additional Language Head Instructor**

**Qualifications:**

- i) Significant teaching experience in a variety of **English as an Additional Language** programs;
- ii) Demonstrated administrative capabilities;
- iii) Ability to work as part of a team;
- iv) A thorough knowledge of current **Teaching English as an Additional Language** theories and methods;
- v) Advanced training or Master's Degree preferred;
- vi) Previous **relevant and/or supervisory** experience preferred but not essential.

**Duties include:**

- i) Supervise assigned programs;
- ii) Plan and coordinate updating of curriculum materials;
- iii) Assist program coordinator in interviewing for any vacant positions in the programs;
- iv) Finalize program schedule;
- v) Select materials for student binders and host family packets, the latter in consultation with student services;
- vi) Plan and consult welcome/orientation meetings and farewell ceremonies;
- vii) Plan and chair orientation and wrap-up meetings for teachers and cultural assistants;
- viii) Plan and supervise pre- and, if necessary, post-testing of students;
- ix) Place students in classes;
- x) Plan and chair weekly staff meetings;
- xi) Observe classes;
- xii) Advise and supervise teachers, CA's and workshop leaders;
- xiii) Set up guidelines for socio-cultural program;
- xiv) Liaise with accompanying escorts, if any;
- xv) Conduct student and teacher evaluation procedures;
- xvi) Write a report on each program;
- xvii) Collect and assemble program projections and classroom materials;
- xviii) Assemble the program binder.

**Remuneration:** See D 14.02 of Collective Agreement.

The Parties agree that these amendments shall become part of the current Collective Agreement and shall continue in full force and effect from **September 1, 2010** until **August 31, 2014**.

In witness whereof, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this **6th** day of **November, 2012**.

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

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
LOCAL 2278**

**"STEPHEN J. TOOPE"**  
\_\_\_\_\_  
**President**

**"PETER LANE"**  
\_\_\_\_\_  
**Business Manager**

**"PIERRE OUILLET"**  
\_\_\_\_\_  
**Vice Finance,  
Resources & Operations**

**"JOYCE WHITE"**  
\_\_\_\_\_  
**Co-President**

**"LISA CASTLE"**  
\_\_\_\_\_  
**Vice President  
Human Resources**

**"TAMI MOFFAT"**  
\_\_\_\_\_  
**Co-President**

**"MIKE VIZSOLYI"**  
\_\_\_\_\_  
**Employee Relations Manager**

**"JEAN LECKIE"**  
\_\_\_\_\_  
**Treasurer**



## APPENDIX 2 - SEB PLAN

1992 September 9

Chief, Coverage and Premium Policy Division  
Canada Employment and Immigration Commission  
11th Floor, Phase IV  
140 Promenade du Portage  
Ottawa/Hull  
K1A 0J9

Dear Sir/Madam:

Re: Submission of Supplemental Unemployment Benefits (SEB) Plan  
Revenue Canada Taxation Registration Numbers -LTP320410 and UBC900018

The University has recently concluded a new collective agreement with the Canadian Union of Public Employees (CUPE), Local 2278, which includes provision for a SEB plan for employees receiving Employment Insurance Benefits while on maternity or adoption leave.

As requested, the following information is relevant to our application to have the proposed SEB plan approved by your office:

- (1) The group of employees covered by the plan are members of the CUPE, Local 2278 bargaining unit. The number of employees covered by this plan is approximately 60.
- (2) The plan is to supplement the employment insurance benefits received by workers for temporary unemployment caused by pregnancy and adoption.
- (3) Employees must prove that they have applied for and are in receipt of employment insurance benefits in order to receive payment under the plan. The University will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs.

SEB is also payable for the two week EI waiting period for eligible employees, but for no other period during which employees are not receiving EI benefits.

- (4) The benefit level paid under this plan is set at 95% of the employees' regular weekly earnings; the University will pay the difference between 95% of the employee's regular earnings and the amount of EI received by the employee.

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

- (5) This SEB benefit will be paid for a total of 17 weeks for pregnancy (15 weeks plus the two week EI waiting period) and 12 weeks for adoption (10 weeks plus the two week EI waiting period).
- (6) The plan is financed by the employer's general revenue.

SEB payments will be kept separate from payroll records.

- (7) Under the terms of the Memorandum of Agreement, the duration of the SEB plan is technically from date of ratification to September 1, 1994 inclusive but the parties agree that implementation of the plan is contingent upon approval by your office.

- (8) The University will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (9) Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- (10) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

A copy of the Memorandum of Agreement, which includes a Letter of Agreement outlining the provisions of the SEB plan, is attached for your reference.

“Stephen Gorham”  
For the University

“Peter Lane”  
For the Union

Date: September 9, 1992

## **LETTER OF AGREEMENT**

### **RE: ARTICLE D 6.04 MATERNITY LEAVE/PARENTAL LEAVE**

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

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

- (1) Plan A is the benefit as described in Article D6.04.
- (2) Plan B is a Supplemental Employment Benefit (SEB) as described herein. The object of Plan B is to supplement employment insurance (EI) benefits during a period of unemployment due to pregnancy or adoption.
- (3) The benefit level paid under Plan B is 95% of the employee's regular weekly earnings; the Employer will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI benefits received by the employee.

In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed 95% of the employee's regular weekly earnings.

- (4) During the maternity or parental leave for adoption, the SEB benefit will be paid for a total of seventeen (17) weeks for pregnancy [fifteen (15) weeks plus the two (2) week EI waiting period] and twelve (12) weeks for adoption [ten (10) plus the two (2) week EI waiting period].
- (5) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under Plan B. The Employer will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs.
- (6) Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in Plan B.
- (7) The employee's share of benefit plan premiums/contributions during the period of the maternity or parental leave for adoption shall be deducted from the amount paid to the employee by the Employer under the provisions of Plan B.
- (8) Any period of leave of absence beyond the periods specified in (4) above shall be without pay, and the employee shall be responsible for the prepayment of her/his share of benefit plan premiums/contributions in accordance with Articles D 6.01 d) and D 6.04 e).
- (9) Upon return to work after maternity or parental leave for adoption and, where applicable, any additional leave of absence without pay, and where, the employee has opted for Plan B, the Employer will pay to the employee 5% of her/his monthly salary for the first two (2) weeks of the leave and for the period of time Employment Insurance benefits were received.
  - (A) Notwithstanding the provisions of Articles 1.01 and 2.04, the employee shall make a written agreement with the Employer on a form (a copy of which is attached and forms part of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
  - (B) The employee shall make a commitment to return to work at the end of the maternity or parental leave for adoption and, where applicable, any additional leave of absence without pay.

- (10) The employee shall agree to repay to the Employer the gross benefit paid to the employee during the first two weeks of the maternity or parental leave for adoption and the gross benefit difference which was paid to the employee for balance of the maternity or parental leave for adoption, including the employee's share of the benefit plan premiums/contributions which were deducted during the maternity/parental leave for adoption, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.
- (11) If the employee refuses to make an agreement under (10) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Plan A shall apply.

**For the University:**

**“MIKE VIZSOLYI”**

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**For the Union:**

**“PETER LANE”**

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**Date: June 23, 2011**

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MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH THE LETTER OF AGREEMENT - ARTICLE D6.04  
MATERNITY/PARENTAL LEAVE:

I \_\_\_\_\_ after consulting  
(Employee)(please print)

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

I agree that 95% of my maternity/ adoption leave for adoption salary differential be paid to me during my leave of absence and the remaining 5% of my maternity/adoption leave salary differential be paid to me upon my return to work, rather than after completing six (6) months' service following my leave of absence, and I agree to return to work and remain at work for a minimum of six (6) months. If I return on a part-time basis, I agree to fulfill the full-time equivalent ("FTE") of 6 months work in order to retain the SEB payments I received. Should I fail to return to work, or having returned to work should I fail to complete six (6) months' of service, (or the FTE in the case of part time work), or if I resign, or if I am dismissed for just cause within six (6) months of my return to work, or having returned to part-time work I am dismissed for just cause before I complete the FTE of 6 months work, I agree to repay the University the gross salary received during the first two (2) weeks of maternity/adoption leave including my share of the premiums/contributions which were deducted during the maternity/adoption leave, and I understand that under no circumstances will this repayment be pro-rated. I understand that if I do not make the required repayment, I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received. My share of the estimated benefit premiums/contributions is:

|                                     |          |               |
|-------------------------------------|----------|---------------|
| Medical Plan                        | \$ _____ | Initial _____ |
| Dental Plan                         | \$ _____ | Initial _____ |
| Optional Group Life Insurance Plan  | \$ _____ | Initial _____ |
| Long Term Disability Insurance Plan | \$ _____ | Initial _____ |
| Pension Plan                        | \$ _____ | Initial _____ |

\_\_\_\_\_  
Employee (signature)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Union Representative

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

## LETTER OF AGREEMENT

### RE: INSTRUCTORS' YEAR PLANS English Language Institute

The following specific provisions govern **Instructors' Year Plans within the Intensive English Program**:

1. For instructors teaching entirely in the IEP as it is now scheduled, a standard year plan will consist of teaching **two (2)** full IEP sessions and either half of the remaining IEP session under the conditions specified in the following paragraphs. For purposes of greater certainty, the Employer is not contemplating a change to the IEP schedule at this time.
2. The year plan provided for in paragraph 1 will commence with the first day of the fall session of the IEP and end on the last business day preceding the first day of the fall IEP session of the following calendar year.
3. Nothing in this Agreement will be construed as requiring an instructor to work in excess of forty-two (42) weeks in any year.
4. Because it is the Employer's view that it is not in the best interest of students to split classes between instructors, the Employer will normally approve splitting of IEP classes between instructors only as specifically provided for in paragraph 5 above. While the Employer agrees to consider requests to split IEP sessions in other circumstances, it will not approve such requests if, in the Employer's opinion, doing so would result in classes being split between instructors that would not have been otherwise.
5. Subject to paragraph 7 above, the Employer will consider requests by part-time instructors to increase their duties to full-time for a session to pair with another instructor. If requested by the instructor, and agreed to in writing by the Director or designate, such full-time work will be deemed to be the equivalent of working half-time for the entire session.
6. Nothing in this Agreement will be construed as permitting any instructor to teach only half of more than one IEP session in any year.
7. An instructor may opt to teach any three (3) IEP sessions and take a fourth IEP session off, with the first half of the fourth IEP session being taken as vacation, and the second half as a half session out.
8. An instructor may opt to teach all **three (3)** IEP sessions in one (1) year and **two (2)** the next year and receive their normal remuneration and benefits over the two-year period. It is agreed that this would require a signed agreement between the instructor and the Director or designate.
9. If the Friday of the last week of the first half of any IEP session, other than the summer session, is not a holiday, it will become a non-teaching work day for instructors. The Employer intends to reschedule the mid-term break in the winter IEP session to fulfill this requirement.

In the event the Friday of the last week is a holiday, instructors will not enjoy the benefit of this paragraph and no alternate compensation will be due.

This provision is intended to respond to the Employer's concern that some students may react negatively to a reduction in the number of teaching days in any IEP session other than that specified in this paragraph.

10. While the parties acknowledge that no formal review of the operation of this Agreement will be scheduled, they agree to bring any concerns in a timely manner to regularly scheduled Labour/Management meetings.

This Agreement may be terminated by either party provided one (1) year's notice is given in writing.

**For the University:**

**“MIKE VIZSOLYI”**  
\_\_\_\_\_  
**Employee Relations Manager**

**For the Union:**

**“PETER LANE”**  
\_\_\_\_\_  
**Business Manager**

**Date:** October 6, 2011

LETTER OF UNDERSTANDING #1

**RE: SHORT-TERM WORK OPPORTUNITIES  
ENGLISH LANGUAGE INSTITUTE**

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

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

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

The application of the foregoing to individual cases will forthwith be undertaken directly between the parties. Any cases not resolved by the parties shall be referred to **Mark Brown** for resolution.

**For the University:**

**"MIKE VIZSOLYI"**

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**For the Union:**

**"PETER LANE"**

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**Date: January 26, 2012**

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## **LETTER OF UNDERSTANDING #2**

### **RE: SICK LEAVE**

This Letter of Understanding replaces the provisions in Article D 6.03.

The purpose of the following sick leave provisions is to protect employees against income loss as a result of their inability to perform their duties because of illness or injury.

1. No employee shall be severed or lose seniority because of illness.
2. Proof of Illness
  - a) An employee who is unable to perform their duties because of illness or injury must report by telephone or otherwise to their Department Head or designate as early as possible, normally by the starting time on the first day away. Subject to paragraph 2 b) below, the employee must report each day.
  - b) In case of illness or injury exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.
  - c) Upon return to work, the employee will be required to complete a standard "Proof of Illness" form provided by the Employer.
  - d) The Employer may require a report on the health of an employee if the employee is absent for more than six (6) days. If an employee has recurring absences or is unable to do their job, a medical examination and report may be requested by the Employer. If the employee does not produce a satisfactory report on their health or fails to undergo reasonable treatment resulting from the examination, the Employer may cancel their sick leave.
3. Medical and Dental Appointments  
Employees shall be granted reasonable time off with pay for medical or dental appointments. Employees shall schedule such appointments so that they do not conflict with duties, where possible. Excessive use of medical or dental appointments may require medical or dental certificates.
4. Sick Leave
  - a) Employees will be granted leave of absence with pay due to illness or injury, up to a maximum of six (6) months for each illness or injury.
  - b) New employees in their probationary period will be granted sick leave with pay due to illness or injury, up to the number of days in their sick leave reserve. A new full-time employee in their probationary period will accumulate sick leave at a rate of one and a quarter (1 ¼) days for each month worked. A new part-time employee in their probationary period will accumulate sick leave as above, pro-rated based on percentage of appointment.
  - c) A probationary employee's probationary period will be extended in the event they accumulate sick leave of one (1) month or more, by the period of the sick leave accumulated.
5. Illness or Injury of Dependents  
An employee who has dependents may use up to a maximum of five (5) days of their sick leave in each calendar year to deal with the illnesses or injuries of such dependents.

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, for purposes of this paragraph 5, 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.

**6. Workers' Compensation**

Employees shall repay the Employer, or arrange to have the Employer paid, any monies paid or payable to them by the Workers' Compensation Board.

**7. Subrogation**

Employees shall turn over, or cause to be turned over to the Employer, any monies paid or payable to them by the Insurance Corporation of British Columbia, or any third party as a result of a claim for lost wages, where employees have used their sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrongdoing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the Employer for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

**8. Joint Education Program**

The Employer and the Union agree to establish a joint committee to develop an education program on the nature of this Letter of Understanding.

**9. Evaluation**

The Employer and the Union will determine evaluation criteria jointly and will evaluate the effectiveness of this program jointly in the one (1) year period. It is agreed that a measure of effectiveness will be cost effectiveness.

The Employer and the Union agree that any continuation of these provisions beyond the specific dates will be the subject of future negotiations.

**For the University:**

**"MIKE VIZSOLYI"**  
\_\_\_\_\_  
**Employee Relations Manager**

**For the Union:**

**"PETER LANE"**  
\_\_\_\_\_  
**Business Manager**

**Date:** August 23, 2012

## **LETTER OF UNDERSTANDING #4**

### **RE: Article D 9.02 (a) Seniority**

The Employer and the Union agree that notwithstanding the provisions of Article D 9.02 (a) of the Collective Agreement, upon offer of a casual or CUPE appointment which will result in completion of the probationary period for the purposes of seniority date only, the date of seniority shall be the date **and time** (s)he was offered the position, in writing, which resulted in them completing their probationary period.

Any employee who received such an offer will still be required to successfully complete their probationary period.

**Signed on behalf of the University:**

**“MIKE VIZSOLYI”**

**Employee Relations Manager**

**Signed on behalf of the Union:**

**“PETER LANE”**

**Business Manager**

**Date: June 23, 2011**

## LETTER OF UNDERSTANDING #5

### RE: Intensive English Program

The following provisions apply to the Intensive English Program:

#### 1. Workload:

- a. An employee who teaches two and one-half (2.5) full sessions of the Intensive English Program shall be deemed to have met the instructional commitment set out in Article D 3.01(d)(i). Except as provided by Article D 6.00, no additional paid vacation or unpaid leave of absence will be granted and employees will be required to perform non-instructional duties in the event of a shortfall between instructional contact and the workload requirements of D 3.01 (d) (i).
- b. The Employer confirms that individual consideration will be given to proposed Instructors' Year Plans in a manner consistent with the current practice. Where a proposed Instructors' Year Plan does not meet the requirements of Article D 3.01 or provision a) above, the Employer may deem that Plan to have met the instructional commitment where it is both reasonable and in the Employer's interests.
- c. In the case of conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding takes precedence.

#### 2. Vacations:

- a. For each year, the Employer will establish a minimum number of employees required to deliver services throughout the year.
- b. Employees will indicate their vacation choices as follows:
  - i. At the end of the fourteenth (14th) week of the Fall Session for the following Spring Session.
  - ii. At the end of the fourteenth (14th) week of the Winter Session for the following Fall Session.
  - iii. At the end of the fourteenth (14th) week of the Spring session for the following Winter Session.
- c. Should the number of vacation requests cause the complement of available employee to fall below the minimum, vacation requests will be accommodated based on seniority.
- d. An employee who makes a vacation selection in accordance with this provision shall not be denied a vacation preference more than two (2) times in a three (3) year period based on the application of seniority.

Signed on behalf of the University:

"MIKE VIZSOLYI"

Employee Relations Manager

Signed on behalf of the Union:

"PETER LANE"

Business Manager

Date: June 23, 2011

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