



ASSOCIATION OF  
ADMINISTRATIVE +  
PROFESSIONAL STAFF  
AT UBC



**THE AGREEMENT ON CONDITIONS AND  
TERMS OF EMPLOYMENT**

**AND**

**THE FRAMEWORK AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF BRITISH COLUMBIA**

**AND**

**THE ASSOCIATION OF ADMINISTRATIVE  
AND PROFESSIONAL STAFF**

**July 1, 2022 to June 30, 2025**

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CONDITIONS AND TERMS OF  
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**THE UNIVERSITY OF BRITISH  
COLUMBIA (UBC)**

**AND**

**THE ASSOCIATION OF  
ADMINISTRATIVE  
AND PROFESSIONAL STAFF  
(AAPS)**

**July 1, 2022 to June 30, 2025**

**We acknowledge that UBC is  
situated on the traditional, ancestral,  
and unceded territory of the  
Musqueam, Squamish and Tsleil-  
Waututh peoples.**

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# **AGREEMENT ON CONDITIONS AND TERMS OF EMPLOYMENT BETWEEN AAPS AND UBC**

## **Article 1 Preliminary**

### **1.1 Purpose of the Agreement**

**This is the Agreement on Conditions and Terms of Employment between the University of British Columbia (hereinafter referred to as the “University”) and the Association of Administrative and Professional Staff (hereinafter referred to as “AAPS”), collectively the “Parties”. It establishes certain terms and conditions of employment for employees of the University for whom AAPS has been recognized as the bargaining agent.**

**The Parties mutually and expressly acknowledge that University sites where AAPS members work are situated on the traditional, ancestral and unceded territories of Indigenous peoples *The parties agree within six (6) months of ratification of this agreement to consult with stakeholders regarding this land acknowledgement. Upon consultation with stakeholders, the Parties agree to revise this language accordingly.***

**The purpose and effect of this Agreement is to reflect the Parties’ mutual interests in:**

- 1. fostering a diverse, inclusive, anti-racist, and respectful workplace that reflects the values of the University and AAPS;**
- 2. fostering and enhancing a harmonious relationship between the University and its employees;**

3. **establishing, fostering, and enhancing a collaborative and harmonious relationship between the University and AAPS;**
4. **to provide for orderly and efficient consideration and settlement of all matters of bargaining and mutual interest;**
5. **to provide for orderly and efficient dispute resolution; and,**
6. **to maintain the efficient and effective operation of the University.**

**In the furtherance of the above principles, and in consideration of the Vision statement set out in Article 1.0 of the Framework Agreement, the Parties hereby agree as follows:**

## **1.2 Scope of Agreement**

### **1.2.1 Application**

This Agreement applies to all employees within the scope of the bargaining unit as set out in Article 4.0 of the Framework Agreement.

### **1.2.2 Minimum Standards**

The parties agree that employees are entitled, at a minimum, to the standards set out in this Agreement. Individual agreements providing different terms and conditions than in this Agreement shall be provided to AAPS prior to being finalized.

## **1.3 Term of Agreement**

The term of this Agreement shall be from July 1, **2022** to June 30, **2025**. This Agreement shall continue until a new agreement is in place.

## **1.4 Parties**

The parties to this Agreement are the Association of Administrative and Professional Staff and The University of British Columbia.

## **1.5 Definitions**

For the purposes of this Agreement:

“AAPS” means the Association of Administrative and Professional Staff of the University of British Columbia.

“University” means The University of British Columbia.

“Employees” means Management and Professional (M&P) staff employed directly by the University of British Columbia and treated as such by Revenue Canada, except for those M&P staff excluded based on organizational and conflict of interest considerations, in accordance with the Framework Agreement.

“Framework Agreement” means the Framework Agreement and the Letter of Agreement ratified by the parties on May 18, 1995, and any subsequent renewals of the Framework Agreement.

“Work Unit” is one of the following:

- Service Department
- Centre, Institute or School
- Office of a Dean
- Academic Department or Division
- Office of the President
- Office of a Vice-President
- Office of an Associate Vice-President
- Office of the Deputy Vice Chancellor and Principal
- Office of the Provost and Vice Principal

## **1.6 Precedence of This Agreement**

The parties believe that the University policies and this Agreement are essentially compatible. However, should conflicts arise between University policies and the express provisions of the Agreement, the latter shall prevail.

## **Article 2 University Rights**

All rights not specifically addressed in this Agreement or the Framework Agreement are reserved for the University. The University agrees to act fairly, reasonably and without discrimination when exercising these rights.

Common law employment principles, **including the obligation of good faith and fair dealing**, apply to the employment relationship between the University and employees unless specifically modified by the terms of this Agreement.

It is understood that the determination of which matters are covered by a specific term of this Agreement and which are solely within the rights and discretion of the University is subject to the grievance procedure. Exercise of the University's rights and discretionary decision making power is not subject to the grievance procedure, except with regard to whether such rights and discretion were exercised fairly, reasonably and without discrimination.

## **Article 3 Categories of Employees**

### **3.1 Types of Employees**

The diversity of positions available to employees lends itself to a variety of employment arrangements. Employees can be classified as regular or term, can be employed either on a full-time or part-time basis, and can be paid on a monthly or hourly basis.

#### **3.1.1 Regular Employees**

A regular employee is an employee hired with no stated term of employment.

### **3.1.2 Term Employees**

A term employee is an employee hired with a stated period of employment **that is:**

- **working on a specific project, in which case the stated period of employment shall be the anticipated duration of the project; and/or**
- **replacing another employee on a leave, in which case the anticipated duration of the employment shall be the anticipated duration of the leave; and/or**
- **the funding for the employee's position is provided for a limited term**

**In cases where an employee is working on a specific project or as a leave replacement that is funded, the stated period of employment shall be the shorter period between the anticipated duration of the project/leave and the duration for which the funding is provided.**

At the end of the period, a term employee may be hired for another period of employment.

### **3.1.3 Term Employees with Three Years of Service**

A term employee who has accumulated three **(3)** years of service within a five **(5)** year period with the University shall receive the same benefits and entitlements as a regular employee with the exception of the maximum amount of **notice entitlements set out in Article 9.1. Notice will be in accordance with Article 9.2.**

## **Article 4 Grievance and Arbitration Procedures**

The parties shall resolve grievances in accordance with the negotiated procedures in Section 7.7 of the Framework Agreement.

## **Article 5     Hiring, Transfer and Promotion**

### **5.1             Probationary Period**

#### **5.1.1           New Regular Employees**

A new regular employee shall serve a probationary period of twelve (12) months. This period may be extended for up to six (6) additional months by mutual agreement between the supervisor and employee. The employee may consult with AAPS prior to agreeing to the extension but must do so within **ten (10)** workings days of being notified.

#### **5.1.2           Term Employees**

A new term employee must serve a probationary period of twelve (12) months in one position.

A current term employee who has successfully completed **their** initial probationary period who accepts a different position shall serve another probationary period which is normally twelve (12) months; this requirement may be reduced or waived at the sole discretion of the administrative head of unit.

#### **5.1.3           Transferred or Promoted Employees**

An employee who is transferred or promoted who has successfully completed **the** appropriate probationary period under Article 5.1.1 shall serve **an orientation and assessment** period which is normally twelve (12) months; this requirement may be reduced or waived at the sole discretion of the administrative head of unit.

#### **5.1.4           Entitlement**

A probationary employee is entitled to all the rights and benefits of this Agreement, except where specifically noted otherwise.

#### **5.1.5           Direct Deposit**

**The parties acknowledge that direct deposit is the University's default payroll method.**

## **5.2 Service Recognition**

### **5.2.1 Calculation of Service**

The length of service of a regular employee is calculated from **their** first day of continuous employment. The length of service of a term employee under Article 3.1.3 is calculated based on accumulated service from the beginning of the qualifying period under Article 3.1.3. When a term employee is appointed to a regular position, the employee's total service shall include previous service recognized under Article 3.1.3.

### **5.2.2 Service Benefits**

Length of service is recognized through increasing benefit entitlements for certain benefit programs, discretionary reduction of probationary period for transferred or promoted employees, and in the review and scrutiny given to applications for promotion or transfer.

## **5.3 Job Postings**

All vacancies within the bargaining unit for regular positions and term positions with terms exceeding twelve (12) months shall be posted for a minimum of one (1) week.

Hiring is based solely on merit and is within the University's sole discretion; however, familiarity with the University and its operation may be considered as a factor in assessing merit. All employees have the right to apply for any positions for which they feel they are qualified, and all internal applications shall be considered.

The University shall include the following information in postings: nature of the position, skills, qualifications, required knowledge and education, wage or salary rate or range, exceptional terms and conditions, and term of position. Such qualifications and requirements shall be those which are necessary to perform the job functions.

All job postings shall carry the University's Employment Equity Statement.



## **5.4 Job Changes**

### **5.4.1 Promotion**

#### **Definition**

A promotion is a job change for an employee to a position with a higher salary grade, other than by reclassification. A promotion may be permanent or temporary.

#### **5.4.1.1 Temporary Promotion**

A temporary promotion may occur when an employee fills a vacant position in a higher paygrade on a temporary basis or is assigned a significant portion of additional duties from a higher paygrade on a temporary basis. An employee who is temporarily promoted shall be advised of the commencement date of such promotion and of the date upon which it will end. An employee will be advised of such dates on any renewal.

If the temporary promotion is expected to last or does last longer than two (2) weeks, the employee shall receive additional salary or a special allowance for the period.

If the temporary promotion is expected to last or does last longer than two (2) months, the employee shall receive a minimum of a 5% salary increase, based on the employee's original salary.

### **5.4.2 Transfer**

A transfer is a permanent job change for an employee to a different position at a similar or lower salary grade at the request of the employee.

### **5.4.3 Secondment**

A secondment is a temporary job change outside of the originating work unit arranged by mutual agreement for an employee. An employee who is seconded shall be advised of the commencement date of such secondment and of the date upon which it will end. An employee will be advised of such dates on any renewal. Subject to the discontinuation of the original position under Article 9, the employee shall be returned at the end of the secondment period to **their** original position.

#### **5.4.4 Reassignment**

A reassignment is a job change within the work unit for an employee at the request of the University. A reassignment may occur for reasons such as special project work, professional development, better use of available personnel, or more effective management of a work unit. If the reassigned duties are from a similar or lower paygrade, the employee will continue to receive salary based on their original position. Subject to the discontinuation of the position under Article 9, if the reassignment is temporary, the employee shall be returned at the end of the reassignment period to their original position.

#### **5.4.5 Reclassification**

A reclassification is the recognition through evaluation that a position should be in a different family, level and/or salary grade due to a change of job duties which significantly affects the job accountability and responsibility. A classification review may be requested by either the supervisor or the incumbent.

The Department of Human Resources will normally complete the classification review within six (6) months of its receipt of the completed application. Where an employee is not satisfied with the result of the classification review, the employee may appeal to the Managing Director, Total Compensation within fourteen (14) days of being advised in writing of the result. The appeal shall be in writing and provide the reasons for the appeal. The Managing Director, Total Compensation shall render a decision in writing within three (3) months of receiving the appeal document.

#### **5.4.6 Demotion**

A demotion is an involuntary job change for an employee to a different position at a lower salary grade.

#### **5.4.7 Notification to AAPS**

The University shall notify AAPS each month of the promotions, demotions, hirings, leaves, transfers, resignations, red-circling, retirements, long-term disability, deaths or any terminations of employment of employees.

## **Article 6      Evaluation**

In order to facilitate, create and sustain a flexible, self-managing and self-sustaining organization that produces high performance and a high quality of work life, performance feedback is essential.

The parties to this Agreement recognize that all employees have a right to fair and equitable treatment, including candid feedback on their work performance and effectiveness. This is important for a number of purposes including: the trust in the relationship between a supervisor and their staff; job description updates and professional development opportunities; salary progression; and management of the employment relationship. In order to facilitate this and render it truly effective at the working unit level, each working unit will develop performance feedback mechanisms.

The performance development and review process will provide for:

- The opportunity for a two-way conversation
- The opportunity to reflect on the past
- The opportunity to set realistic goals for the future
- A career or professional development component

The ultimate responsibility for meeting goals and acceptable performance standards rests with the unit members and their administrative head of unit.

### **6.1                      Practice and Procedure**

- 1) The University shall evaluate the performance of staff members once per year after the staff member has successfully completed their probationary period. The University shall ensure that at least two performance evaluations are conducted during the staff member's probationary period, prior to the final month of probation.
- 2) Following a performance evaluation, a record will be made of the meeting and discussion outcomes by the supervisor, which the supervisor and the employee shall sign as a record of the meeting.

The employee's signature does not indicate their agreement with statements made in the record. This record will be placed in the employee file located in the employee's work unit. This record will be available for review by the employee.

- 3) If the employee does not agree with the evaluation, the employee may follow Article 6.3 Steps to Problem Resolution.

## **6.2 Performance Problem Resolution**

The performance problem resolution process is in place to ensure that employees have a platform to discuss performance problems with a view to satisfactory resolution at the unit level.

This process can be developed and sustained by mutual commitments to the following principles:

- Solutions cannot be found if problems are not discussed
- Honesty, trust and a willingness to openly discuss an effective performance dialogue are key components of problem resolution
- The parties share a belief in the capacity of the unit member and its leader to jointly develop the most effective solutions.

## **6.3 Steps To Problem Resolution**

Every employee has the right to prompt and just resolution of issues arising out of a performance evaluation which contains detrimental comments regarding conduct or competence which the employee believes are unjustified. Such issues are not subject to the grievance procedure, but rather to the following internal problem resolution steps:

- Within a reasonable period of time following the performance evaluation, the employee should meet with **their** direct supervisor to seek a resolution.
- If the issue remains unresolved, the employee may refer the matter to the administrative head of unit.

- If the issue remains unresolved, the employee may refer the matter to the Dean responsible for the unit if the unit is in a Faculty.
- If the issue remains unresolved, the employee may refer the matter to the Vice President responsible for the unit or Faculty.
- If the issue remains unresolved, the employee may refer the matter to the President for a final and binding decision.

An employee may be accompanied by an AAPS representative at any of these steps.

It is clearly understood that during this process, the administrative head's original evaluation of the employee remains in place for all purposes. It is also clearly understood that the performance evaluation process is separate and distinct from any disciplinary process which may arise from the conduct or performance of the employee.

## **Article 7     Personnel Records**

In accordance with the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia, an employee has the right to access their employee file and/or to receive a copy of records contained in the file.

The employee has the right to insert written comments. Any disagreement regarding the accuracy of information contained in an employee file, with the exception of Performance Evaluations, may be subject to the grievance procedure.

A copy of any document which constitutes disciplinary action of an employee shall be entered in the employee's file in the Department of Human Resources.

## **Article 8     Discipline and Termination**

### **8.1             Progressive Discipline**

The University and AAPS subscribe to the principles of progressive discipline in cases of culpable behaviour, conduct or performance including, without limiting the generality of the foregoing:

- Discipline is intended to be corrective in nature, not punitive;
- Discipline is applied with consideration given to the circumstances of a situation including, without limiting the generality of the foregoing, the nature and severity of the misconduct, the position and level of responsibility of the employee, the employee's work history and any mitigating circumstances;
- Discipline is applied in an escalating manner, appropriate to the nature and severity of the misconduct; and
- Discipline is not progressive in the event of severe misconduct warranting termination for cause.

### **8.2             Proof of Just Cause**

Disciplinary action will be taken only where just cause exists. The burden of proof of just cause rests with the University.

### **8.3             Right to Representation**

An employee shall have the right to have a representative from AAPS present at any investigatory interview relating to potential misconduct and at any disciplinary meetings.

When the University requires a staff member to attend a meeting for a purpose which is known in advance by the University to be related to potential misconduct or of a disciplinary nature, the University shall advise the staff member in advance of the right to have an AAPS representative present. The advance notice to the staff member shall be reasonable in order that the employee may seek representation from AAPS. The circumstances giving rise to the meeting shall determine what is reasonable notice.

The employee and AAPS are responsible for ensuring that a representative is available to attend the scheduled meeting. No undue delay of the disciplinary action shall result from the unavailability of such representation.

#### **8.4 Disciplinary Procedures**

Consistent with the principles articulated in Article 8.1, where disciplinary action is being considered in cases of culpable behaviour, conduct or performance, the University must notify the employee of the shortcoming of their behaviour, conduct or performance by means of a written warning. The warning must include the nature of the shortcoming, the corrective action required by the employee and the consequences of failing to comply, including termination of employment for cause. The employee's supervisor must give the employee a reasonable opportunity to correct their behaviour, conduct or performance.

In cases of suspension or termination, the employee shall be notified in writing of the nature of and reasons for the disciplinary action.

In cases of suspension or termination, a copy of the written notice shall be forwarded to AAPS within five (5) working days.

#### **8.5 Procedural Requirements**

Failure by the University to comply with procedural requirements shall not nullify any disciplinary action, unless such procedural defect is clearly prejudicial to the employee, when all circumstances are considered together.

#### **8.6 Termination of Employment for Just Cause**

The University may terminate the employment of any employee without notice for just cause.

##### **8.6.1 Authorization**

Where an employee is terminated for cause, the termination must be authorized by the appropriate Vice President in Vancouver; or in the Okanagan, the Deputy Vice-Chancellor and Principal.

### **8.6.2 Probationary Employees**

The University may terminate probationary employees for just cause. They may also be terminated for lack of suitability in a position.

In determining that an employee is not suitable for continued employment in the position, the University shall act reasonably and in good faith.

### **8.7 Grievances**

Grievances arising from the suspension or termination of an employee shall commence at Step 2 (Formal Complaint to a Vice President/Dean) of the grievance procedure (refer to Section 7.7.5 of the Framework Agreement). Grievances arising from any other form of discipline shall commence at Step 1 (Formal Complaint to Administrative Head of Unit) of the grievance procedure (refer to Section 7.7.4 of the Framework Agreement).

### **8.8 Remedy for Unjust Termination**

#### **8.8.1 Severance**

If it is found as a result of the grievance procedure that an employee has been terminated without just cause, the employee shall receive severance in accordance with Article 9, but shall not be reinstated at the University.

In cases where the University is determined by an arbitrator to have terminated an employee without just cause, the arbitrator may also award punitive damages to the employee.

### **8.9 Removal of Documents**

Upon the employee's written request, any disciplinary documentation shall be removed from the employee's personnel file after the expiration of 24 months from the date it was issued, provided that



- it was not issued for conduct of a criminal nature or character, breach of trust, gross insubordination, discrimination or a serious threat to the health and safety of the public, staff or the University,
- there has not been any further related infraction, and
- it is not material to any ongoing disciplinary action or grievance.

## **Article 9 Termination of Employment Without Cause**

### **9.1 Regular Employees**

An employee who has successfully completed their initial probationary period and is on probation as a result of promotion and/or transfer shall be considered a regular employee for the purpose of this Article.

#### **9.1.1 General**

The University recognizes that it has a responsibility to a regular employee who suffers a loss of employment as a result of departmental reorganization, budget cuts or the elimination of their position otherwise for reasons other than cause.

#### **9.1.2 Authorization**

The termination of employment of a regular employee who has successfully completed their appropriate probationary period must be authorized by the appropriate Vice President, or Dean, as applicable; or in the Okanagan, the Deputy Vice Chancellor and Principal, the Provost and Vice President Academic, or Dean, as applicable.

#### **9.1.3 Reasons for Termination**

The University will provide the employee with reasons for the termination of employment in writing at the time of termination.

#### **9.1.4 Search for Alternatives**

The University undertakes to do all that is reasonable to find other Management and Professional positions for regular employees whose employment is terminated under this article.

An assigned Human Resources Advisor will assist the terminated employee with an active search for suitable alternatives at the University within the first three (3) months of notice. Those employees who have received greater than twelve (12) months of notice under Article 9.1.7 will receive assistance from the assigned Human Resources Advisor within the first six (6) months of notice.

An employee who is terminated from the University without cause who has the qualifications for subsequent vacant positions will be ensured of an interview for these positions until the end of their notice period and upon making a request of their HR Advisor or the hiring manager.

#### **9.1.5 Training**

Considering work experience, qualifications and skills, a regular employee whose position has been terminated after successfully completing their appropriate probationary period may be eligible for up to three (3) months training to assist them in meeting job requirements of a vacancy identified through the search process. Such decisions will be made within the department in which the vacancy exists. The cost of such training will be paid by the University.

#### **9.1.6 Salary Retention**

A regular employee whose employment is terminated without cause after the employee successfully completes the appropriate probationary period shall not be expected to take a reduction in salary as a result of being the successful applicant to a position one level lower than the employee previously occupied, unless mutually agreed to. In such cases, the employee's salary will be frozen until the position's appropriate salary grade catches up to the salary rate currently received by the employee.

An employee who refuses two offered positions within one level of **their** current position will be terminated at the end of the minimum notice period specified in Article 9.1.7 without further pay.

### **9.1.7 Notice Entitlements**

An employee who receives notice under this Article is deemed to have received notice under the Employment Standards Act and common law. Such notice includes severance or termination pay and vacation pay.

The University shall provide AAPS with a copy of the notice on the same day that the notice is given to the employee.

### **Length of Notice**

A regular employee who has successfully completed their probationary period will be given a minimum of three (3) months' notice and will increase beyond three (3) years of continuous service at one (1) month per year of service and one (1) week per quarter year of service (rounded to the nearest quarter) to a maximum of twenty-four (24) months or eighteen (18) months as limited by the Public Sector Employers Act.

A regular employee whose years of service include term appointments of less than a full year (such as September to April) shall have that accumulated service as defined in this Article qualify as part of **their** continuous service for purposes of this Article.

Examples - An employee with two (2) years' employment would receive three (3) months' notice. An employee with 17 years' employment would receive 17 months' notice. An employee with 17 years and nine (9) months of employment would receive 17 months and three (3) weeks' notice.

An employee in receipt of Disability Benefits Plan (DBP) benefits shall not accumulate years of service for the purpose of notice entitlements under Article 9.1.7.

### **9.1.8 Duty to Mitigate**

A terminated employee is expected to make a diligent effort to find ongoing alternative employment. Ongoing alternative employment is defined as a remunerated position with comparable compensation and a reasonable likelihood of employment for a period of six (6) months or more. Comparable compensation is defined as total compensation not less than 90% of a terminated employee's total compensation in their position at the time of termination.

A terminated employee shall advise the University of actual employment or income gained during the notice period. In addition, upon request by the University, a terminated employee shall advise the University of their job search efforts during the notice period. In the event the terminated employee earns income through temporary, part-time or self-employment, an equivalent amount may be deducted from subsequent salary continuance payments.

#### **Minimum Three-Month Notice Period**

An employee who successfully finds ongoing alternative employment within the three (3) month minimum notice period will have their notice/salary continuance arrangement automatically cease upon commencement of their new position.

An employee who successfully finds employment within the three (3) month minimum notice period that is not considered as ongoing alternative employment, will have their notice/salary continuance arrangement continue with their new employment income deducted from subsequent salary continuance payments.

#### **Outside the Minimum Three-Month Notice Period**

An employee who has not found ongoing alternative employment at the end of the minimum three (3) month notice period will continue on payroll until the employee finds employment or until their notice period expires, whichever comes first.

An employee who successfully finds ongoing alternative employment outside the University or public sector in British Columbia will be paid 50% of the salary of the remaining notice period as a lump sum and all benefits will cease.

An employee who successfully finds ongoing alternative employment within the University or within the public sector of British Columbia will have their notice/salary continuance arrangement automatically cease upon commencement of their new position.

An employee who successfully finds employment that is not considered as ongoing alternative employment will have their notice/salary continuance arrangement continue with their new employment income deducted from subsequent salary continuance payments.

#### **9.1.9 Form of Notice**

At the discretion of the University an employee will receive one of: working notice, pay in lieu of notice, or a combination of working notice and pay in lieu of notice. In the event an employee, or AAPS on the employee's behalf, wishes to review the form of notice provided to the employee, the Department of Human Resources shall consult with the employee, or AAPS, as appropriate.

##### **(A) Working Notice**

An employee will be advised that the position will be discontinued on a specific date. During the notice period, the employee will continue to work and receive salary and benefits, and if eligible will receive the benefits of Articles 9.1.4 and 9.1.10.

##### **(B) Pay in Lieu of Notice**

An employee will receive an equivalent amount of pay in lieu of notice. The employee will be relieved of working obligations immediately and may then elect to continue to receive salary and benefits during the notice period or to receive a lump sum payment equal to 75% of the salary only.

### **(C) Combination**

An employee will receive notice that consists of some period of working notice and the remainder as pay in lieu of notice. The employee who is released from the duty of mitigation by the University may then elect to receive their pay in lieu of notice either as salary and benefits continuance or as a lump sum equal to 75% of the salary only.

#### **9.1.10 Transition Counselling**

A regular employee given notice under Article 9.1.7 will be provided with transition counselling aimed at providing professional assistance in job search as follows:

- If less than five (5) years continuous employment - a job search workshop
- If five (5) or more years continuous employment - a minimum of three (3) months' transition counselling or three (3) months' career transition coaching with a certified coach (approved by HR) or skills development through an approved training program that must begin within the first month of notice and show that it will assist with an employee's obligations to mitigate under Article 9.1.8. Such a program must also be approved by Human Resources.

A term employee who has accumulated five (5) years of service within eight (8) years will be eligible for a minimum of three (3) months' transition counselling.

Within these guidelines, Human Resources will, in consultation with the department, determine the service provider. Additional transition support may also be offered where there are special circumstances as determined by the employee's department, after consulting with the employee, Human Resources and AAPS.

#### **9.1.11 Resignation**

An employee may terminate their employment by providing one (1) month's written notice of resignation.

An employee who provides less than one (1) month's notice will be entitled to vacation pay for the current year in accordance with the Employment Standards Act, less any actual vacation time taken.

The amount of notice may be reduced by mutual agreement between an employee and their manager.

A regular employee who resigns and is subsequently rehired within six (6) months of their termination date may, by mutual agreement of the University and the employee, have the years of continuous service at the University prior to their resignation be counted as service for purposes only of sick leave, vacation and termination of employment without cause. In the event the University is prepared to agree to count that prior period for these purposes, provision to that effect must be contained in the offer letter. An employee may receive this benefit only once.

## **9.2 Term Employees**

### **9.2.1 Expiration of Term and Renewal**

The employment of term employees terminates automatically without notice upon expiration of the stated term date, but may be renewed for an additional term. The University will provide notice of such renewal wherever possible.

### **9.2.2 Termination of Employment During the Term**

Upon completion of the probationary period, the employment contract may be terminated without cause at any time during the term of employment by the University.

A term employee who has not qualified under Article 3.1.3 will receive the lesser of one (1) month of written notice or pay in lieu or the amount of time remaining in their term by written notice or pay in lieu.

A term employee who has qualified under Article 3.1.3 will receive written notice or pay in lieu for the amount of time remaining in their term to a maximum of twelve (12) months. The minimum period of notice provided will be three (3) months.

## **9.3 Probationary Employees**

### **9.3.1 Notice or Pay in Lieu of Notice**

An employee terminated during the probationary period for reasons other than just cause shall receive notice or pay in lieu of notice in accordance with the provisions of the Employment Standards Act.

In the event an employee who has successfully completed **their** initial probationary period and who is **in an orientation and assessment period** as a result of promotion and/or transfer is determined to be not suitable for continued employment in the position, the employee will be entitled to notice of termination of employment in accordance with Article 9.

## **Article 10 Hours of Work**

### **10.1 Standard Work Week**

The standard work week for full-time employees is thirty-five (35) hours per week, consisting of five (5) days of seven (7) hours per day which normally coincide with the university's business hours. If an employee is expected to work other than the standard, **their** particular work week and standard hours will be identified when **the employee** is hired.

### **10.2 Different Configurations**

The diversity of positions at the University means that an employee may work different configurations of standard days and hours.



### **10.3 Workplace Options**

An employee may be granted flexible working arrangements which do not have a negative impact on business operations. These arrangements shall be mutually agreed **upon** and voluntary and shall be negotiated between the employee and administrative head of unit.

Examples of such arrangements include but are not limited to flextime, flexdays, job sharing and **hybrid work arrangements**. **Hybrid work arrangements shall be subject to Letter of Agreement #16.**

### **10.4 Additional Hours of Work**

The University recognizes that the contributions of M&P staff may often take the form of hours worked outside of the standard work week. This contribution is recognized in the greater flexibility in working conditions and the accelerated pace of earning vacation time afforded to M&P staff relative to other staff groups, and is generally left to the best judgment of the employee in consultation with their supervisor. The University and AAPS acknowledge that M&P staff and their supervisors have an obligation to communicate in a timely way about required additional hours of work. Supervisors should strive to achieve a balance between employees' additional hours of work and the recognition of their contributions.

The University does not expect staff to perform significant additional hours of work on a regular basis without additional compensation, time off with pay or other offsetting arrangements. For greater clarity of the following provisions where M&P staff perform a significant number of additional hours of work on a cyclical or project basis then the person performing such work will be granted either additional compensation or time off with pay.

In circumstances where an employee is required to work significant amounts of hours over and above the usual job requirements, additional compensation or other offsetting arrangements, including benefits, are appropriate. Operational requirements usually will dictate an appropriate solution.

Examples of additional compensation or other offsetting arrangements, including benefits, are (but not limited to):

- Time off with pay;
- Three (3) days' leave of absence with pay to be taken between Boxing Day and New Year's Day;
- Honoraria;
- Additional professional development opportunities; or
- Providing financial assistance with memberships in professional organizations where such memberships are an asset but not required to perform the position.

## **Article 11 Statutory Holidays, Vacation**

### **11.1 Statutory Holidays**

The University recognizes the following statutory holidays:

|  |                 |
|--|-----------------|
| New Year's Day                                   | Family Day      |
| Good Friday                                      | Easter Monday   |
| Victoria Day                                     | Canada Day      |
| B.C. Day   | Labour Day      |
| <b>National Day for Truth and Reconciliation</b> |                 |
| Thanksgiving Day                                 | Remembrance Day |
| Christmas Day                                    | Boxing Day      |

If any of these holidays fall on a Saturday or Sunday, another working day (as determined by the University) will be observed as the holiday. A full-time employee is entitled to receive these holidays with pay. A part-time employee who has worked at least 11 days in the preceding calendar month is entitled to statutory holiday pay equal to their usual working hours.

### **11.2 Vacation**

Vacation entitlement shall be calculated based on the employee's length of service at the University in any position. During the employee's first calendar year of employment, the employee is entitled to receive vacation at the rate of one and two-thirds (1 2/3) days for each full month worked. After the employee's first

calendar year, the employee is entitled to vacation according to the following:

| <u>Calendar Year of Employment</u> | <u>Weeks of Vacation</u> |
|------------------------------------|--------------------------|
| 2 through 5                        | 4 (20 working days)      |
| 6 through 8                        | 5 (25 working days)      |
| 9 or more                          | 6 (30 working days)      |

A part-time employee's vacation entitlement will be pro-rated based on the foregoing and their percentage of appointment.

A term employee's vacation entitlement will be pro-rated based on the foregoing and their term of appointment.

### **11.2.1 Carry-over of Unused Vacation Time**

If an employee does not take their full vacation entitlement in a given calendar year, the employee may (with the advance approval of their supervisor) carry a maximum of two (2) weeks (ten (10) days) of vacation entitlement into the next calendar year. Approval by the supervisor for carry-over of vacation time shall not be unreasonably withheld.

If the supervisor requests that an employee forgo any part of their vacation and it cannot be scheduled within the calendar year, the employee shall be entitled to carry the full amount of that vacation into the next calendar year with advance written approval. Approval shall not be unreasonably withheld. If approval cannot be obtained, the employee's vacation will be scheduled within the calendar year.

### **11.2.2 Pay-out for Vacation Time**

If an employee terminates their employment with the University before taking all of their vacation entitlement, the employee shall receive a lump sum payment with their final cheque of vacation owing to the date of termination, subject to Article 9.1.11.

### **11.2.3 Pay-back for Vacation Time**

If an employee terminates their employment with the University and has taken in excess of their accrued vacation entitlement, the

University shall deduct an amount equivalent to the payment of unearned vacation from the employee's final cheque.

#### **11.2.4 Long Service Recognition**

**During the calendar year in which an employee's 25<sup>th</sup> year of service occurs, they will receive a one-time additional five (5) days of paid time in recognition of their long service to the University. A part-time employee's entitlement will be pro-rated based on their percentage of appointment**

**The employee may (with the advance approval of their supervisor) and on a one-time basis carry this entitlement over for up to two (2) years in addition to any carry over approved under Article 11.2.1. This recognition is not subject to 11.2.2 and is not considered an earned entitlement that will be paid out on termination of employment.**

### **Article 12 Leaves of Absence**

#### **12.1 Professional Development**

The University recognizes the ongoing need for employees to acquire and apply knowledge in contributing to the University and to their own advancement. The University supports and encourages employees to maintain current contact with their discipline areas, and to improve and expand their effectiveness and awareness of the many facets of the University. The intent of professional development is to maintain currency in the employee's area of expertise or to gain additional knowledge and/or professional competency.

The University encourages departments to discuss with their employees the means by which needs and interests may be developed into professional development opportunities. A supervisor or an employee may propose a professional development initiative. An employee's initiative for professional development requires their supervisor's approval. Such initiatives will consider the relevance to the employee's work, the

maintenance or enhancement of skills and abilities and the resources necessary to obtain, communicate and integrate this learning in the workplace.

The University also encourages departments to set aside funds in their budgets to provide employees with professional development opportunities.

Examples of professional development opportunities may include, but are not limited to, departmental sponsorship of an employee's:

- enrolment in courses, programs or other offerings such as MOST, Continuing Studies, Graduate Studies, or other coursework;
- attendance at conferences, seminars, or workshops;
- membership in a professional organization;
- subscriptions to publications; or
- purchase of books, software or other professional instructional materials.

## **12.2 Study Leave**

If an employee wishes to pursue study of direct benefit to their position, and if the purpose of that study is beyond meeting the basic qualifications of the job, and the employee has completed four (4) continuous years of service, the employee may be granted partially paid study leave with the approval of the University. If partially paid study leave is granted, the University will calculate entitlement based on the following formula to a maximum of one (1) year:

-three (3) months plus one (1) month for each year of full-time employment.

It is assumed that the employee will return to their duties at the University at the expiry of the leave.

### **12.2.1 Study Leave: Salary Entitlement**

If partially paid study leave is granted, the employee shall receive fifty percent (50%) of basic salary together with the University's full contribution to benefits, provided the employee continues their contributions.

### **12.2.2 Study Leave Salary Entitlement: Non-University Funds**

Where the basic salary and contributions are paid in whole or in part from non-University funds (e.g., grants), the University can only guarantee that portion of study leave salary and contributions to pensions and other benefits which derive from University general revenues. It is the employee's responsibility to determine whether the non-University fund may be charged for the proportionate share of study leave salary and contributions to pension and other benefits, and to present certification to the University attesting to this.

### **12.2.3 Study Leave: Approval Process**

An employee must submit a completed application form for study leave with the signature of the administrative head of unit to the appropriate Vice-President one (1) year in advance of the commencement of the leave. The Vice-President will review the application and submit their recommendation to the President.

## **12.3 Sick Leave**

An employee who is unable to perform their duties because of illness or injury must inform their supervisor as soon as possible. The employee will be granted leave of absence with pay due to illness or injury, up to a maximum of six (6) months for each **distinct** illness or injury. **In any event, the maximum sick leave that may be payable in any twelve (12) month period is six (6) months.** Where such illness or injury requires partial leave, such as a graduated return to work, the six (6) months' pay will be drawn down according to the employee's temporary part-time status. Total pay for leave will not exceed the equivalent of six (6) months' pay.

**An employee may ask that any extenuating or mitigating factors be considered by the University for an extension of sick leave under exceptional circumstances should an employee have used a full six (6) months sick leave during a twelve (12) month period.**

**In circumstances where more than twenty-four (24) months have passed since an employee has incurred six (6) months' sick leave for an illness or injury and there is a recurrence of a similar illness or injury, the employee shall be entitled to a further six (6) months of sick leave. This entitlement is only available should an application for long-term disability be denied and may only be utilized once. The University shall be entitled to require any and all reasonable medical documentation from the employee to support a request for eligibility for the additional sick leave. Nothing within this paragraph precludes the parties from reaching agreement on the application of this provision should the circumstances warrant, provided such agreement is reached between AAPS and the University's Employee Relations unit.**

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. A probationary employee's probationary period will be extended in the event the employee accumulates sick leave of one (1) month or more, by the period of the sick leave accumulated.

### **12.3.1 Documentation**

The University may require medical documentation on the health of an employee if the employee is, or will be, absent for more than five (5) days.

If an employee has recurring absences, or is unable to do their job, the University may request a medical examination and report, or an independent medical examination or medical file review and report.

The initial medical note and updates presented by an employee on any individual illness or injury will be paid for by the employee and will reflect sufficient and satisfactory information in support of the medical absence.

Satisfactory information is defined as timely medical documentation confirming:

- the employee is too ill to attend work;
- the general nature of the illness;
- prognosis, including the anticipated return to work date;
- confirmation of compliance with treatment plan; and
- an indication of any modifications required to allow the employee to return in a modified capacity

Providing the employee has submitted a satisfactory initial medical report, any subsequent requests from the University for follow-up information will be paid for by the University. If the employee does not produce a satisfactory report on their health or fails to undergo reasonable treatment resulting from the examination, the University may cancel their sick leave.

### **12.3.2 Illness or Injury of Dependents**

An employee who has dependent children, spouse, common-law spouse, same sex partner and/or parents may use in any calendar year up to a maximum of five (5) days of their sick leave to deal with the illnesses or injuries of such children, spouse/partner and/or parents.



### 12.3.3 Subrogation Clause

While no employee shall be required to take legal action to recover lost salary or other damages from any person, except for amounts recovered from the Insurance Corporation of British Columbia, employees who recover past wage loss as a result of a third party claim arising from an accident or incident for which another party is liable shall reimburse the University for all sick leave benefits paid to the extent of the amount recovered.

Sick leave will be credited upon payment of these monies. The amount an employee is required to repay to the University for a claim of lost salary shall be net of verified, reasonable expenses incurred by the employee to recover that claim.

### 12.4 Bereavement Leave

Employees shall be permitted up to five (5) days of paid leave of absence in the case of death in the immediate family. The employee shall notify their supervisor as soon as possible. Immediate family means parent, grandparent, spouse, common-law spouse, child, in-law, brother or sister. **For Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).**

Bereavement leave may be granted in other circumstances at the discretion of the supervisor. In exceptional circumstances, with the approval of the employee's supervisor, extended bereavement leave of up to three (3) additional days may be granted.

For the purpose of this article, exceptional circumstances may include instances where extensive travel is required to attend the funeral or memorial service, where an employee is responsible for making the funeral or memorial service arrangements, or where the employee is unable to work due to the emotional impact of the immediate family member's death.

*The additional leave for Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC and among the Association's Indigenous membership within six (6) months of ratification.*

## **12.5 Pre-Placement Adoption Leave**

Employees may request pre-adoption leave by providing supporting documentation to their immediate supervisor. Upon approval of the documentation, employees are eligible for pre-adoption leave with pay for up to twenty (20) days for each adoption. This leave may be taken intermittently and for the purpose of:

- (1) Pre-requisite adoption courses;
- (2) Adoption suitability evaluations including pre-placement visit with prospective adoptive child(ren);
- (3) Completion of legal process in child's or children's country, including travel, for an international adoption while employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and nor is it available in the event of a direct placement of the child(ren). Should both adopting parents work at UBC, the 20 days may be shared between both parents.

## **12.6 Maternity and Adoption leave**

Staff members are entitled to Maternity, Parental and Adoption Leave as specified in this Framework Agreement and under the provisions and regulations of the Employment Standards Act of British Columbia, as amended from time to time. The University's Supplemental Employment benefits (SEB) Plan does not fall under this Act.

The parties acknowledge that the intention of this provision is to provide only the statutory minimum entitlements for leaves as required by the *Employment Standards Act* and/or *Regulation*. Any future changes to the *Employment Standards Act* and/or *Regulation* will be incorporated into this provision in accordance with that intention and deemed effective as of the date of the legislative change.

### **12.6.1 Maternity Leave**

A pregnant employee is entitled to seventeen (17) weeks of maternity leave without pay. Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted when the employee is unable to return to work for reasons related to the birth or the termination of the pregnancy, as certified by a medical practitioner.

The start date of the maternity leave must begin no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual birth date. The maternity leave must end no earlier than six (6) weeks after the actual birth date (unless the employee requests a shorter period), and no later than seventeen (17) weeks after the actual birth date.

The employee must apply for maternity leave in writing to their supervisor at least eight (8) weeks prior to the anticipated start date of the maternity leave.

Employees who meet the University's Supplemental Employment Benefits (SEB) Plan eligibility requirements may receive top-up benefits during the maternity leave portion of their leave (see Article 12.6.1.2 and Appendix 1). A parent who takes maternity leave is also entitled to an additional sixty-one (61) weeks of parental leave without pay, (see Article 12.6.2) following the birth of the child.

### **12.6.1.2 Benefits During Maternity Leave**

The University will continue to pay for its portion of benefits if the employee continues to pay their portion of benefits during the maternity leave.

### **12.6.2 Parental Leave**

A parent who takes maternity leave as set out in Article 12.6.1 is entitled to up to sixty-one (61) consecutive weeks of parental leave without pay, from the University, which must begin immediately after the employee's maternity leave.

An employee's maximum combined maternity and parental leave is seventy-eight (78) weeks without pay plus any additional maternity and/or parental leave the employee is entitled to pursuant to this Article and/or the *Employment Standards Act*.

A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of parental leave without pay, from the University, which must begin within seventy-eight (78) weeks after the birth of the child or children.

An employee who adopts a child is entitled to up to sixty-two (62) consecutive weeks of parental leave without pay, from the University, which must begin within seventy-eight (78) weeks after child or children are placed with the parent.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

An employee must apply for parental leave in writing to their supervisor at least eight (8) weeks prior to the start date of the parental leave.

### **12.6.2.1 Benefits During Parental Leave**

The University will continue to pay for its portion of benefits if the employee continues to pay their portion of benefits during the parental leave.

### **12.6.3 Supplemental Employment Benefit Plan**

#### **Maternity Leave Supplemental Employment Benefit**

An employee who is the birth parent of a newborn child is eligible for the University's Maternity Leave Supplemental Employment Benefit (MSEB) if the employee is on maternity leave, and has applied for and is eligible to receive Employment Insurance (EI) benefits and plans to return to work for at least six (6) months following the leave.

#### **Parental Leave Supplemental Employment Benefit**

An employee who is the birth parent of a newborn child or who adopts a child is eligible for the University's Parental Leave Supplemental Employment Benefit (PSEB) if the employee is on parental leave, and has applied for and is eligible to receive Employment Insurance (EI) benefits and plans to return to work for at least six (6) months following the leave.

A birth parent is eligible to receive both the Maternity Leave Supplemental Employment Benefit and Parental Leave Supplemental Employment Benefit.

Employees who do not return to the University after the leave period or who leave the University voluntarily or who are terminated for cause during the first six (6) months after the leave will be required to repay the Supplemental Employment Benefit. However, those employees terminated without cause under the provisions of Article 9 during the first six (6) months after the leave will not be required to repay the Supplemental Employment Benefit.

### **12.6.7 Vacation and Sick Leave**

An employee on maternity leave who receives the Supplemental Employment Plan (SEB) benefit (see Appendix 1) shall accumulate their sick leave reserve pro-rated on the basis of the SEB Plan benefit paid by the University. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay will be pro-rated on the basis of the SEB Plan benefit paid by the University.

If an employee does not apply for or qualify for the SEB Plan benefit they will not accumulate any sick leave reserve beyond the month in which the maternity leave begins. In such instances, employment will be considered continuous for the purposes of calculating annual vacation entitlement. However, vacation pay will be limited to the month in which the maternity leave begins.

### **12.6.8 Extension of Probationary Period**

The probationary period will be frozen while a probationary employee is on maternity, adoption or parental leave in accordance with this Article. Upon return to work from such leave, a probationary employee will complete the remainder of their probationary period.

### **12.7 Court Duties**

The University shall grant leave with pay to an employee summoned for jury duty or required to serve jury duty or summoned as a witness. The employee must forfeit any payment from the Crown for their appearance to the University, with the exception of traveling and meal allowances not reimbursed by the University. In cases where the employee must appear as a plaintiff or defendant in a civil or criminal action, the employee will be granted a leave of absence without pay.

### **12.8 Leave of Absence**

If an employee requires a leave of absence for reasons other than those specified elsewhere in this Agreement, the employee may be granted a leave of absence without pay for up to one (1) year with the approval of their supervisor. The University will not unreasonably withhold its approval of personal leave.

Where an employee has been granted a leave of absence without pay, the employee must pay 100% of the premiums to retain benefits for which the University would normally pay a portion in order to maintain coverage during their leave. Vacation entitlement and sick leave reserve do not accumulate during an unpaid leave of absence. The employee is expected to remain current in their field during a leave and may be required to become current before returning to work.

Requests for leave of absence for an employee to fulfill family obligations, including matters related to the care, health or education of dependent children or immediate family members are considered under this Article. Requests for leave under this article do not include a request for an employee to work elsewhere.

Political leave for the purposes of holding an elected office for a duration of up to five (5) years may be granted under this Article.

#### **12.8.1 Extension of Probationary Period**

The probationary period will be frozen while a probationary employee is on a leave of absence in accordance with this Article. Upon return to work from such leave, a probationary employee will complete the remainder of their probationary period.

#### **12.9 Paid Leave (Winter)**

As outlined in Article 10.4, in order to offset significant amounts of hours of work over and above the usual job requirements, employees who are normally scheduled to work may be granted three (3) days leave of absence with pay to be taken between **December 26<sup>th</sup>** and **January 1<sup>st</sup>** unless they are required to work for operational reasons.

#### **12.10 Domestic Violence Leave**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted up to five (5) days leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

For clarity, the University will provide leave consistent with the applicable legislation and, in special circumstances, an employee may be granted further leave without loss of pay or benefits.

### **12.11 Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

**An Indigenous employee may request up to two (2) days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time.**

**For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to an Indigenous employee's cultural practices.**

**Examples of significant cultural events include, but are not limited to Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.**

**Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 19 – Bereavement Leave, as applicable.**

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

*The additional leave for Indigenous employees is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC and among the Association's Indigenous membership within six (6) months of ratification.*



## **12.12 Birth of a Child**

**An employee who is a non-birth parent shall be granted two (2) days leave with pay for the birth of the employee's child.**

## **Article 13 Benefits**

### **13.1 Pension Plan**

All eligible employees will be required to join and make contributions to either the UBC Staff or Faculty Pension Plans upon meeting the conditions of continuous service and salary requirements provided for in the appropriate pension plan. The University shall make contributions to the UBC Staff or Faculty Pension Plan on behalf of participating employees at the rates of the appropriate pension plan.

### **13.3 Extended Health and Dental Plans**

The University shall pay one hundred percent (100%) of the premiums to the University's extended health and dental plans on behalf of participating employees, at the rates stated in those plans. Eligibility is based on conditions set forth in the respective plans and for the extended health plan, subject also to the statutory waiting period for participation in the Medical Services Plan.

### **13.4 Life Insurance Plans**

The University shall pay one hundred percent (100%) of the premiums to the appropriate University basic life insurance plan on behalf of participating employees, and participating employees shall pay one hundred percent (100%) of the premiums to the optional life and optional accidental death and dismemberment (AD&D) plans. Premiums shall be paid at the rates of the respective plans for eligible employees, as defined by conditions stated in each plan.

### **13.5 Long Term Disability Plan (Disability Benefit Plan)**

All employees who are eligible to participate in a UBC long term disability plan (Disability Benefit Plan or Income Replacement Plan) will be required to join the appropriate plan upon meeting conditions of eligibility that are provided for in that plan.

Participating employees shall pay premiums or contributions to the appropriate long term disability plan at the rates of that plan.

### **13.6 Tuition Fee Benefits**

Employees must meet academic requirements for admission, register, and be accepted to a course or program prior to applying for tuition fee benefits. Employees must also meet employment eligibility requirements to qualify for tuition fee benefits. Information on eligibility requirements for M&P staff is available from Human Resources.

Maximum use of tuition fee benefits is based on a twelve-month period, beginning with the date that the eligible employee's first course or program begins (the anniversary date). Tuition fee benefits are renewable every twelve (12) months, on that anniversary date.

Tuition fee benefits may be applied only to eligible UBC courses. A number of UBC courses and programs are not eligible for tuition fee benefits and further information on eligible courses is available from Human Resources.

#### **13.6.1 Tuition Fee Benefits: Courses**

Eligible employees will receive a waiver of tuition up to the following yearly maximum limits:

- twelve credits of UBC undergraduate credit courses; or
- twelve credits of UBC graduate credit courses; or
- UBC part-time or full-time graduate program fees; or

- the dollar equivalent to twelve credits of UBC undergraduate credit courses, as tuition for non-credit courses or certificate programs offered by UBC Continuing Studies.

### **13.6.2 Transfer of Tuition Fee Benefits**

Eligible employees may transfer any unused portion of their twelve credits of UBC undergraduate credit courses to their eligible spouse or dependents. Information about definitions for employees' tuition fee benefits can be found on the Human Resources website.

## **Article 14 Protection of Employees**

### **14.1 Human Rights, Discrimination and Harassment**

The parties recognize the right of employees to work in an environment free from harassment and discrimination and the responsibility those employees with supervisory duties have to provide such an environment for staff, faculty or students. The University's Policy on Discrimination and Harassment, which addresses problems arising from grounds prohibited from discrimination under the Human Rights Code of British Columbia, applies to all employees.

In addition, concerns an employee may have about discrimination and personal harassment on grounds that are not covered under the Human Rights Code of British Columbia should be brought to the attention of the employee's administrative head of unit for resolution. The administrative head of unit should consult with Human Resources who will, in turn, consult with AAPS.

Employees shall have the right to have a representative from AAPS present at any meetings convened pursuant to this article which the employees attend.

## **14.2 Technological, Organizational or Operational Change**

The University will give reasonable notice and consult with AAPS when changes are planned that will significantly affect the terms, conditions or security of employment of a significant number of employees in a work unit. Such consultation process will include the sharing of information, the consideration of alternatives, discussion of planning and training processes, and discussion of notice and other severance entitlements.

The University agrees to provide AAPS and the affected employee(s) with information which will include foreseeable effects on the affected employee(s).

## **14.3 Professional Rights**

### **14.3.1 Standards of Practice**

In those circumstances when the University requires an employee to have and to maintain registration or licensure with a professional regulatory body as a condition of employment (such as Registered Psychologist, Medical Doctor, Chartered Accountant), the University will pay the professional accreditation fee. Such a condition of employment must be included in the employee's position description and the employee must be offered an appointment for at least one (1) year in order to be eligible.

If an employee is part-time, and works elsewhere that requires the same registration or licensure (this includes self-employment), the professional accreditation fee will be paid on a pro-rated basis. Pro-ration shall be on the basis of percentage of FTE (full-time equivalent) at the University.

In the case where an eligible employee works elsewhere the University will pay the amount not covered by any third party up to the pro-rated amount based on the employee's FTE.

New employees have the responsibility to have the requisite professional accreditation upon commencing employment. The University's obligation applies during the course of employment.

### **14.3.2 Impact of Evaluation on Professional Standing**

Performance evaluations on employees who are required to maintain professional accreditation as a condition of employment by individuals who are not accredited in the same field will be based on the work performed for the University as a member of the University's staff.

Pursuant to the evaluation of an employee under Article 6, if there are concerns about an employee's performance for an employee who is required to maintain professional accreditation as a condition of employment, those concerns will be taken up by the University with the professional association for investigation.

In those circumstances where the University requires an employee to have and maintain professional accreditation as a condition of employment, the University shall not knowingly require an employee to work in a manner that constitutes a violation of applicable rules and regulations published by the employee's licensing or professional body.

### **14.4 Insurance**

The University will continue to purchase comprehensive general liability insurance, which covers employees while acting within the course of the execution or scope of their duties as employees.

### **14.5 Retirement Policy**

Employees may apply for early retirement at any time after the age of 55.

### **14.6 University-Initiated Upgrading.**

When the University has identified a requirement for an employee to upgrade skills or knowledge as a result of changes in their position, the University will pay the cost of and will recognize the time spent in such upgrading.

## **14.7 Crossing Picket Lines**

The University's Policy on Crossing of Picket Lines applies to employees. In addition, recognition of picket lines requires that Management and Professional Staff maintain adequate essential services established by the University in consultation with AAPS in order to protect human lives, living collections, basic student services, and basic physical plant services during the period of disruption. The University may refer any dispute about the adequacy of essential services contemplated or provided by Management and Professional Staff to an arbitrator mutually agreed to by the University and AAPS for a binding decision within 12 hours of the referral.

## **14.8 Changes**

When a permanent change to a continuing term and condition of employment in the workplace is planned, the administrative head of unit will give reasonable notice, appropriate in the circumstances, to the employee(s) directly affected.

## **Article 15 Copies of Agreement**

An electronic version of this Agreement will be available to every Management & Professional staff member.

All new Management & Professional staff who attend AAPS' new member information session will receive a printed copy of this agreement.

Otherwise, printed copies will be available by request from Human Resources (while supplies last).

The parties will mutually determine the number of copies to be printed and will share equally the cost of printing the Agreement.

## **Article 16 Employee Data**

The University will supply employee data to AAPS on a quarterly basis to assist AAPS in tracking changes and represent its

membership. The following data will be provided in accordance with the Freedom of Information and Protection of Privacy Act and will be provided in electronic format for every member of AAPS.

- |                       |                             |
|-----------------------|-----------------------------|
| • Name                | • UBC Employee              |
| • AAPS Membership     | Identification Number       |
| • Date                | • UBC e-mail address (where |
| • Job Entry Date      | provided)                   |
|                       | • Job Family                |
| • Service in Position | • FTE %                     |
| (yrs)                 |                             |
| • UBC Hire Date       | • Salary (Current)          |
| • Service Date (yrs)  | • Salary Level              |
| • Department or Unit  | • Salary Grade              |
| • Division            | • Termination Date          |
| • Campus or Site      | • Gender                    |

The data listed below will be provided to AAPS semi-annually on a “blind” basis (i.e. without any individual identifiers attached):

- Single/Couple/Family Benefits

AAPS will hold the data referenced in this article in confidence and only use it for the purposes for which it was shared. In addition to strict adherence to the Freedom of Information and Protection of Privacy Act, AAPS also agrees to follow UBC’s policies and procedures on the storage of personal information.

## **LETTER OF AGREEMENT #1**

### **PAY STRUCTURE AND SALARY ADMINISTRATION POLICY**

The University and AAPS recognize that a fair and competitive pay structure is essential to attract and retain Management & Professional employees. The parties agree to the following provisions of a salary administration plan and provisions to review the current pay structure.

#### **General Provisions:**

1. The parties agree to the following principles and components, **giving consideration to the University's overall financial circumstances**, for salary administration plan:
  - a) Internal equity – a comparison of the relative worth of jobs given the specific requirements of each job; internal equity applies to job families;
  - b) External equity/competitiveness – the 50<sup>th</sup> percentile of a representative comparator market is the midpoint of a job. The University should take into account market demands for qualifications and abilities;
  - c) A pay structure consisting of grades with ranges; the assigning of jobs to appropriate grades based on a classification/evaluation process; and
  - d) A salary administration plan for individual movement through the salary ranges.
2. In order to meet its commitment in paragraph 1(b), the University shall conduct a salary survey of the representative comparator market at appropriate intervals, **but no later than every five (5) years**.
  - (a) The University shall consult with AAPS on the methodology and the list of organizations that establish the comparator market prior to each survey.
  - (b) A copy of the results of the salary survey shall be provided to AAPS.



- (c) **Subject to the considerations in 1. above, The University shall implement any changes in a timely manner. If more than a year passes from the date of the market survey results, comparator data shall be appropriately aged for market conditions and the UBC pay scale shall be appropriately aged with applicable general wage increases.**
- (d) **Employees above mid-point shall not fall below mid-point of any adjusted salary range.**
- (e) **In considering the application of the market survey, the Parties agree to discuss whether the maintenance of ratio above mid-point for specific job families, units or departments, or individual employees should be maintained within the agreed implementation plan. In order to address inequities identified in these discussions, the University agrees to establish and maintain a fund for the purpose of the circumstances captured within this provision of this Letter of Agreement. Such funding is in addition to, and not set off against, the overall costs of the market survey and is not incorporated into the establishment of the pool of money available for implementation and will not be considered as part of the University's overall financial circumstances.**

In the application of the foregoing principles it is understood that market surveys will be done by job family; and that issues of relativity as between job families will not preclude a market adjustment for a job that is otherwise appropriate.

3. Where an employee is paid a salary at the midpoint of the salary range it means that the employee possesses full job knowledge, qualifications and experience.

In the normal course, employees will be hired, transferred or promoted between the minimum and midpoint of the salary range for a job. An employee who is hired, transferred or promoted above the midpoint means the employee possesses superior job knowledge, qualifications and experience.

4. Career Progress Increments: The University shall ensure that employees are compensated to the midpoint of their salary range by the end of their fourth year in the position, from date of hire, subject to satisfactory performance. **Where a career progress increment is withheld for performance reasons, the time period for an employee to reach midpoint shall be extended by the length of time that an increment has been withheld.**

There shall be up to four (4) increments from the salary at which an employee is hired to the midpoint of the salary range. An employee shall receive an increment once annually, no later than their anniversary date in the current position, provided that there is satisfactory performance in the job. Such increases require the approval of the Administrative Head of Unit and the Department of Human Resources.

5. Salary Increases Beyond Midpoint: In accordance with the provisions of this paragraph, increases to employees' salaries beyond the midpoint of the salary ranges will be on the basis of a performance-based merit pay model, and will be effective no later than the anniversary date in their current position within the first year of merit assessment.

In subsequent years, the employee will be considered eligible for an increase on the standard university merit effective date (typically July 1) of each year. Departments and Faculties will establish objective criteria to evaluate performance as the basis for merit pay models, based on their individual operational requirements.

The Department of Human Resources will provide guidance to this process and will review criteria to ensure fairness and consistency in their application.

Without limiting the generality of the foregoing, such increases may include adjustments to base salary, one-time only payments, re-earnable bonuses, other forms of salary adjustments, or combinations of these.

**Employees paid at or above the maximum of a salary range shall not be eligible for performance-based increases.**

The University will determine on an annual basis, **giving consideration to the University's overall financial circumstances**, the amount(s) or range of any performance-based increases. In the event the University does not provide for any such increases, it shall provide the Association with the reasons for its decision. **For the purposes of this Letter of Agreement, the University's overall financial circumstances shall include consideration of the following factors:**

- overall financial situation including actual or projected revenues, expenses, surpluses and deficits;
- changes in actual or projected financial circumstances;
- student enrollment;
- research funding to the University; and,
- exigent or emergency circumstances impacting the University's financial situation.

It is understood that the University's audited financial statements and established budget practices shall be used in analyzing the University's overall financial situation.

6. General wage increases shall be the subject of negotiation with AAPS in collective bargaining. **Employees above the maximum of a salary range shall be red-circled and ineligible for general wage increases until such time as their salary falls within the range established for the position.**

7. The University may adjust the pay ranges for job families after consultation with AAPS.
8. The University may adjust the salaries (base salary, stipends, differentials and/or any other form of salary) of individual employees to respond to market demands, retention issues and/or anomalies.

Specific Provisions:

9. The salary grids in Document A reflect the new salary ranges to be with effect on **July 1, 2022**.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

Date: **July 6, 2023**

## **LETTER OF AGREEMENT #2**

### **BENEFIT COVERAGE BEYOND AGE 65**

The University and AAPS agree as follows:

This Agreement is intended to provide a comprehensive resolution that addresses the impact of Bill 31, Elimination of Mandatory Retirement, as it relates to the Agreement on Conditions and Terms of Employment between the parties.

The provisions of this agreement are outlined as follows:

#### **1.00 Statement of Principles**

- 1.01 The normal retirement date is the last day of the month in which the employee turns 65 (the “Normal Retirement Date”).
- 1.02 An employee may retire on or prior to their Normal Retirement Date or an employee can work beyond their Normal Retirement Date.
- 1.03 Like those working prior to their Normal Retirement Date, an employee who decides to work beyond their Normal Retirement Date is required to perform the full scope of their duties and responsibilities.
- 1.04 An employee shall give written notice of retirement six (6) months in advance of their planned retirement date should they wish to pursue the options contained in this letter of agreement.

#### **2.00 Benefits**

- 2.01 Benefit plan coverage will continue for employees who work past their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law

(i.e., currently, under the Income Tax Act, an employee must begin taking their pension at the end of the year in which they turn 71), except as amended in paragraphs 2.05, 2.06, and 2.07 below.

- 2.02 The following benefit plans available to employees under the age of 65 remain in place for employees who work past their Normal Retirement Date in accordance with the terms of the Plans until the employee receives pension benefits, either voluntarily or as required by law:
- Extended Health Plan
  - Dental Plan
  - Optional Life Insurance for Members
  - Medical Services Plan
  - Employee and Family Assistance Plan
- 2.03 The Pension Plan available to employees under the age of 65 remains in place for employees who work past their Normal Retirement Date in accordance with the terms of the applicable Plan and applicable legislation.
- 2.04 The tuition fee benefit is not limited by age.
- 2.05 The following benefit plan available to employees under the age of 65 is reduced or limited for those who work past their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law:
- Basic Group Life Insurance coverage is reduced to 1.0 x basic earnings.
- 2.06 The following benefit plans will not be available to employees who work past their Normal Retirement Date:
- Optional Life Insurance coverage for spouses
  - The Disability Benefit Plan (DBP) or the Income Replacement Plan (IRP) currently terminates benefits on the last day of the month in which the employee turns 65.

In the event that in future there are changes in the DBP or the IRP regarding coverage beyond the last day of the month in which the employee turns 65, this provision will be superseded by any such change to the IRP.

- 2.07 In addition to the above, the following benefit plans will be modified for those employees who are on an unpaid leave of absence on or after their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law:
- Extended Health: Out-of-Country Emergency Travel Coverage and Assistance is limited to 60 days.
  - Basic Group Life and Optional Life Insurance coverage may be maintained at the employee's cost for up to 24 months (maintenance of this coverage is extendable only with the approval of the carrier) and subject to the terms of the plan.

### 3.00 Sick Leave

- 3.01 There will be no change to the terms and conditions pertaining to short-term sick leave as provided for in the UBC/AAPS Agreement.
- 3.02 Where an employee who continues to work past their Normal Retirement Date is unable to perform their duties because of illness or injury and has exhausted their sick leave entitlement, the employee may take an unpaid leave of absence during which benefit coverage will be as provided for in paragraph 2.07.

### 4.00 Retirement Options

- 4.01 UBC Policy HR9, "**Reduced Work Policy**", remains an option available to staff. For those working beyond their Normal Retirement Date, and reducing their workload under Policy **HR9**,

applicable paragraphs under section 2.0 above supersede terms related to Benefits in Policy **HR9** (“Benefits”).

- 4.02 Alternatively, an employee who has reached the age of 55 and has had 10 years of full-time continuous service may apply to their Head/Director to take a retirement option as outlined in Option 1 or Option 2 provided for in paragraphs 4.10 and 4.11 respectively. Heads/Directors will give serious consideration to all requests and will respond to the employee giving reasons should their application be denied in full or in part. Where an employee believes appropriate consideration has not been given then they have access to the grievance procedure.
- 4.03 The purpose of the Retirement Options is to balance the desire of staff to continue to be productive in more flexible employment arrangements with the University’s need for certainty in managing its academic planning and operations, all the while maintaining cost neutrality.
- 4.04 The employee must give advance notice of their intention to seek this option (the “notice period”). Twelve (12) months’ notice is preferred, but a minimum of six (6) months is required, which may be waived by mutual agreement of the employee and the Head/Director.
- 4.05 Retirement Options are for a maximum of four (4) years in total, (i.e. the notice period, plus the reduced workload).
- 4.06 An employee who takes a Retirement Option must continue to perform the full scope of their duties, but for a reduced workload.
- 4.07 Notice by an employee to enter into one of these options constitutes irrevocable notice to retire.
- 4.08 Salary during a Retirement Option is commensurate with percentage of workload performed.



- 4.09 Benefits provided during the Retirement Options are as provided for in Policy **HR9**.  
For those working beyond their Normal retirement Date, and reducing their workload, applicable paragraphs under section 2.0 above supersede terms related to Benefits in Policy 49.
- 4.10 Option 1 – Phased-In Retirement Appointment  
During a Phased-in Retirement Appointment, the employee’s workload will decrease over three (3) years, in the first year to 75%, and then in the second or third year to 50%. This can be modified by mutual agreement of the employee and the Head/Director provided the minimum level of workload is 50%.
- 4.11 Option 2 - Part-Time Retirement Appointment  
During a Part-Time Retirement Appointment an employee’s workload will decrease to 50% for the full three (3) years. Employees may explore with their Head/Director a range of possibilities such as full time/partial-year to part-time full-year options.

#### 5.00 Processes to Support Retirement

The University will supplement current retirement counseling options to provide a more holistic approach to retirement considerations.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

Date: **March 27, 2023**

## **LETTER OF AGREEMENT #3**

### **PROFESSIONAL DEVELOPMENT**

The University and AAPS recognize the value of professional development for management and professional (M&P) staff. The University has established a funded program designed to support professional development (PD) for its M&P staff.

The total amount of funding available for this purpose is **currently \$2,000,000** per fiscal year. **Current funding levels shall be maintained.**

The University will administer this fund. The parties agree that the program will be cost neutral to the University and that the cost of administering the fund will be borne by the fund (based on 10% of the total fund). Employees will be eligible to participate up to a maximum of \$750.00. The University reserves the right to set the maximum, however the University will consult with AAPS prior to any changes.

The University will prepare an annual report on the M&P PD Fund by June 30th for the previous fiscal year for its purpose of assessing the fund guidelines and for greater transparency. The report will include information regarding the financial status of the fund, the number of employees who accessed the fund and purposes for which the fund has been used by M&P staff.

For the University:

For AAPS:

**“Mike Vizsolvi”**

**“Joey Hansen”**

Date: **July 6, 2023**

## **LETTER OF AGREEMENT #4**

### **SEARCH FOR ALTERNATIVES**

Further to Article 9.1.4 the University commits to providing greater assistance to regular employees whose employment has been terminated **through a career transition consultant** position. On a trial basis, this position is intended to enhance the work performed by the Human Resources Advisors by coaching staff in transition and referring them to appropriate resources as they explore their developmental and career options within or beyond the University. The **career transition consultant** will give priority to employees who are in transition.

The University's obligations set out in 9.1.4 may be fulfilled by either the Human Resources Advisor or the **career transition consultant**.

The effectiveness and ability to fund the **career transition consultant** position will be evaluated by the University **periodically**. If it is determined that it is no longer viable to continue with the position, the University will provide six (6) months' notice to AAPS ending Letter of Agreement #4.

The parties agree to refer discussion about the University's obligations set out in Article 9.1.4 to the Information Sharing and Information problem Solving (ISIPS) meeting.

For the University:

For AAPS:

**"Mike Vizsolyi"**

**"Joey Hansen"**

Date: **March 27, 2023**

## **LETTER OF AGREEMENT #5**

### **EMPLOYEE CLASSIFICATIONS AT UBC OKANAGAN CAMPUS**

The parties agree to defer the matters of employee classifications at UBC Okanagan to the Information Sharing and Informal Problem Solving (ISIPS) meeting for further discussion. In addition to the regular participants of ISIPS, both parties agree to include individuals working at the UBC Okanagan campus.

**Notwithstanding the provisions of Article 5.4.5 of the Agreement on Conditions and Terms of Employment, to validate the University's approach to classification of positions at UBC Okanagan, AAPS may directly refer representative job descriptions/classifications to the University for review.**

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: March 27, 2023**

## **LETTER OF AGREEMENT #6**

### **SPIRITUAL, CULTURAL AND RELIGIOUS OBSERVANCES**

The University recognizes and values staff from a diverse range of religious backgrounds. In some situations, they may require time away from work for religious observance.

In the event an employee requires time away from work for religious observances, they should make their requests to their Manager or Administrative Head of Unit with as much notice as possible. Managers will make every reasonable effort to approve any such requests.

Employees may request to take the time off as an unpaid leave of absence, vacation, or by re-scheduling their work hours.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: July 6, 2023**

**LETTER OF AGREEMENT #7**  
**PERSONAL EMERGENCY LEAVE**

Employees shall be granted up to one (1) full working day with pay each year to deal with a personal emergency, upon notifying their manager.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: March 27, 2023**

# **LETTER OF AGREEMENT #8**

## **GRIEVANCES**

**The parties agree that the processes set out in Article 7.7 and 7.8 of the Framework Agreement are superseded by the enclosed provisions. Articles 7.7.1 through 7.7.3 are replicated herein for reference purposes only as Provisions 1 to 3.**

### **1. Interests of Parties**

The parties have a clear and direct interest in a procedure that provides for timely resolution in the event that their agreement is violated.

An effective procedure must emphasize:

- a problem solving approach,
- a means for interest reconciliation as close as possible to the point of origin,
- a mechanism for finality.

While individuals may initiate grievances, AAPS will decide whether to advance, settle or arbitrate them.

Time limits and other requirements for the performance of this grievance procedure may be extended/amended by mutual consent of the parties.

### **2. Definition**

A grievance is a claim by AAPS or the University that there has been a violation of the collective agreement. **A grievance may be categorized as either an individual/group grievance or a policy grievance.**

- (a) **An individual/group grievance involves a member or members with a single administrative head of unit and/or an issue arising from a single incident or application of University policy, procedure, rule, guideline or the ACTE.**
- (b) A policy grievance is one **that explicitly involves** a question of general application, administration, or interpretation of this Agreement, **arising out of a common set of determinative facts.** Policy grievances start at Step 2 3, with notification to the ~~Associate~~ Vice President, Human Resources, in place of Dean or Vice President **and the University's Employee Relations representative(s).**
- (c) **University Grievance is one that is initiated by the University and may be of an individual or policy nature but must be filed with AAPS and not an employee. Such grievances shall commence at Step 3 with AAPS having conduct of the grievance as the responding party and subject to the procedural requirements that would fall to the University in the event of an individual/group or policy grievance.**

### 3. **Informal Approach**

Nothing in the following procedure precludes informal discussion of the parties leading to settlement of the grievance or seeking advice on issues arising at any stage of the procedure.

### 4. **Step 1**

Within sixty (60) days from the event about which a complaint is based or from the date of knowledge of the event, **any complaint or grievance must be taken up verbally between the employee and the department.**

The grievor(s) shall have the right to have a representative from AAPS present at any meeting to discuss the grievance.



If a settlement is reached within twenty-eight (28) days, the settlement will be written and signed by the head **or manager** and grievor(s). The ~~head~~ **University** must provide a copy of the settlement to AAPS. Settlements at this stage do not establish precedents for settlement of other complaints. Settlements must be consistent with Article 1.2.2 of the Agreement on Conditions and Terms of Employment.

## 5. **Step 2**

If the grievance is not resolved within twenty-eight (28) days of being raised with the head **or manager**, and the grievor(s) and AAPS wish to pursue a resolution, AAPS shall write to the Vice President (Dean, if the unit is in a Faculty) or designate, within the next twenty-one (21) days.

**The University, represented by an appropriate departmental authority and Human Resources, shall meet with the grievor, accompanied by a representative of AAPS. The intent of this step of the process is to engage in thorough discussion towards resolving the grievance.**

Within twenty-one (21) days of **the Step 2 meeting**, the **department or Human Resources** will provide a written decision on the disposition of the grievance to the grievor(s) and AAPS.

## 6. **Step 3**

**A grievance that is unresolved at Step 2, or initiated at Step 3, shall be discussed between the University's Employee Relations representative(s) and AAPS at an in-person meeting with the appropriate administrative authority and the grievor(s).**

**The parties agree that the Step 3 process is intended to ensure complete understanding of the position(s) being advanced by AAPS and the University in order to maximize the opportunity to resolve the dispute. To that end, the parties agree to exchange as much relevant information as is practicable in advance of the Step 3 grievance meeting.**

**Failing settlement, a formal Step 3 response shall be provided within twenty-one (21) days of the grievance meeting.**

## **7. Arbitration**

**Within twenty-one (21) days of receipt of a formal Step 3 response denying a grievance, the dispute may be referred to arbitration.** An arbitrator will be selected by mutual agreement of the parties. If the parties fail to agree on an arbitrator within fourteen (14) days, **the designated appointing authority as defined in the *Arbitration Act* will be requested to make the selection.**

The provisions of the *Arbitration Act* apply to an arbitration, with the exception of the provisions in the Act relating to costs (Section 50) and privacy and confidentiality (Section 63). **The Parties agree that published arbitration decisions shall be anonymized in such a manner as to make the grievor unidentifiable.**

Each party to the arbitration will be responsible for its own costs and will pay one half (1/2) of the costs of the arbitrator and any shared arbitration expenses.

Recognizing the importance of timely decisions to the smooth operation of the University and to the grievor(s), the parties will attempt to set the arbitration dates as soon as possible. The arbitrator's decision will be final and binding on the parties. No arbitrator may amend a provision of the collective agreements.

**Matters raised to Arbitration under this provision may be referred, by mutual agreement, to the Grievance Resolution Process set out in Letter of Agreement #9.**

## **8. Additional Provisions**

- **The parties agree that any grievance involving suspension or termination shall be initiated at Step 3 of this grievance procedure.**

## **9. Joint Consultation**

Both AAPS and the University value regular discussion to share information and to anticipate and resolve informally the problems facing them. The establishment of agenda and regularly scheduled, informal meetings is the joint responsibility of the **parties**. No minutes are kept.

For the University:

For AAPS:

**“Mike Vizsolvi”**

**“Joey Hansen”**

**Date: July 6, 2023**

## **LETTER OF AGREEMENT #9**

### **GRIEVANCE RESOLUTION PROCESS**

By mutual agreement, any matter in dispute between the parties and subject of a live grievance, except for discipline imposed as a suspension or termination, shall be considered viable for resolution within the process set out in this Letter of Agreement.

1. The parties agree to request Ken Saunders set aside one (1) day every six (6) months to serve as arbitrator. In the event that Arbitrator Saunders is not available, the parties agree to appoint the following on a rotating basis.
  - Koml Kandola
  - Gabe Somjen
  - Jackie de Aguayo
2. While the intention is to resolve matters without the involvement of legal counsel, the parties may attend a hearing held under this process with legal counsel. A party choosing to attend the hearing with legal counsel must declare their intent to do so prior to the parties agreeing to employ this process
3. Multiple cases may be heard in a single session.
4. The parties shall provide the arbitrator brief written submissions, at least one (1) week in advance of the hearing, including:
  - a summary of the issue;
  - the alleged violation of the collective agreement, policy, rule, or procedure; and,
  - the remedy sought.

5. The hearing will employ the caucus model and no witnesses will be called; rather the Arbitrator will review the submissions, speak with the Parties either together or apart, interview the grievor (where appropriate) and render a binding decision.
6. Any such decision rendered under this clause will be of non-precedential value and cannot be relied upon by either Party in future grievances or arbitrations.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: July 6, 2023**

## **LETTER OF AGREEMENT #10** **OVERPAYMENTS**

**The parties acknowledge that the orderly facilitation of repayment of payroll overpayments is a matter of mutual interest.**

**The University agrees to approach such overpayments consistent with the following principles:**

- 1. That an employee must be provided with notice of any overpayment and provide agreement with the proposed repayment schedule prior to implementation.**
- 2. That the repayment schedule should be, at a minimum, applied over the same number of pay periods in which the overpayment occurred.**
- 3. That the repayment schedule should be sufficient to cause the overpayment to be fully corrected within the same calendar year as the overpayment occurred.**

**For the University:**

**For AAPS:**

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: March 30, 2023**

## **LETTER OF AGREEMENT #11**

### **COST OF LIVING ADJUSTMENTS**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after July 1, 2023 and July 1, 2024, respectively, the "annualized average of BC CPI over twelve (12) months" in Schedules A/B/C of the collective agreement means the Latest 12-month Average (Index)  $\frac{3}{4}$  Change reported by BC Stats in March for British Columbia for the twelve (12) months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

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

For reference purposes only, the annualized average of BC CPI over twelve (12) months from March 1, 2021 to February 28, 2022 was 3.4%.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: July 6, 2023**

## **LETTER OF AGREEMENT #12**

### **ARTICLE 9.1.4 – PLACEMENT SEARCH DATABASE**

The parties agree that the establishment and maintenance of a database for term employees or employees on notice is to be explored by the University.

The intention is that employees on notice will have the option of placing their CV in the database, which can be accessed by hiring managers at the University. Should a hiring manager at the University wish to hire an employee on the database, the provisions of Article 5.3 requiring the posting of a vacant position may, at the sole discretion of the University, be waived.

The parties agree to examine any options that the University determines may be viable, practical and cost-effective for such a database through the **Joint Consultation process set out in LOA #8**.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: July 6, 2023**



**LETTER OF AGREEMENT #13**  
**JOB CLASSIFICATION**

**The parties agree to engage in a consideration and review of the current classification system and potential alternatives through Joint Consultation, with discussions to commence in September, 2024.**

For the University:

For AAPS:

**“Mike Vizsolvi”**

**“Joey Hansen”**

**Date: July 6, 2023**

## **LETTER OF AGREEMENT #14**

### **LONG SERVICE RECOGNITION**

Employees with twenty-six (26) or more years of service as at the date of ratification of the ACTE will be entitled to the Long Service Recognition set out in Article 11.2.4. The carry-over period shall be extended to three (3) years and the provision remains an unearned entitlement not subject to Article 11.2.2 and for which no payout will be made.

**For the University:**

**For AAPS:**

**“Mike Vizsolyi”**

**“Joey Hansen”**

**Date: July 6, 2023**

## **LETTER OF AGREEMENT #15**

### **CONFLICT RESOLUTION SPECIALIST**

The University is reviewing the feasibility of retaining a Conflict Resolution Specialist to enhance early intervention opportunities to address instances of workplace conflict that may involve AAPS members. Participation by AAPS members will not be mandatory.

The intent of the position would be to provide an avenue for departments and units to access a specialist when workplace conflict is detected and providing early and pre-escalation conflict resolution. The Conflict Resolution Specialist will not interpret the Agreement on Conditions and Terms of Employment.

While the position will be considered excluded from AAPS under Article 4.0 iii) of the Framework Agreement, the mandate of the Conflict Resolution Specialist will include addressing issues of workplace conflict involving AAPS members.

For the University:

For AAPS:

**“Mike Vizsolvi”**

**“Joey Hansen”**

**Date: July 6, 2023**

## **LETTER OF AGREEMENT #16**

### **ARTICLE 10.3 – WORKPLACE OPTIONS (HYBRID WORK)**

Where an employee requests a flexible working arrangement that does not impede business operations, such a request shall not be unreasonably denied and may be periodically reviewed. For the purposes of this Letter, it shall not be considered unreasonable for an administrative head of unit to require an employee to attend the office on set days or for a set number of days.

It is agreed and understood that all such arrangements shall be subject to University Policies and/or guidelines or any changes to such Policies and/or guidelines. The University agrees to engage with AAPS prior to any changes to such Policies and/or guidelines.

For the University:

For AAPS:

**“Mike Vizsolyi”**

**“Joey Hansen”**

Date: **July 6, 2023**

## **APPENDIX 1 – SUPPLEMENTAL EMPLOYMENT BENEFITS**

### **Supplemental Employment Benefits (SEB) Plan for Maternity & Parental Leave (UBC Top-up Payment)**

#### **1.1 SEB Plan for Maternity Leave**

The purpose of the Maternity SEB Plan is to supplement the income of an employee by making top-up payments available while the employee is unable to work due to pregnancy. By legislation, benefits under the Maternity SEB Plan are payable only to the birth parent.

An M&P staff member is eligible for SEB Plan top-up payments if the employee is on maternity leave (see Article 12.6.1) and has applied for and is receiving Employment Insurance (EI) benefits and plans to return to work for at least six (6) months following the leave. Employees who do not return to the University after the leave period or leave the University voluntarily or who are terminated for cause during the first six (6) months after the leave will be required to repay the Supplemental Employment Benefit. However, those employees terminated without cause under the provisions of Article 9 during the first six (6) months after the leave will not be required to repay the Supplemental Employment Benefit.

In the event an employee's FTE is reduced upon their return to the University after the leave period, the six (6) months will be prorated to reflect their FTE prior to commencing their leave. For example, if an employee was a 1.0 FTE prior to commencing the leave and returned to 0.6 FTE, they would be required to work the equivalent of six months at 1.0 FTE, which in this case would be 0.6 FTE for 10 months (10 months x 0.6 FTE = 6 months at 1.0 FTE).

The Maternity Leave SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period. During the waiting period, the employee will be paid 95% of the total salary by the University. During the maternity leave period, the employee will receive top up of their salary to 95% from the University. The maximum benefit payable is 17 weeks.

## 1.2 **SEB Plan for Parental Leave**

The purpose of the Parental Leave SEB Plan is to supplement the income of an employee by making top-up payments available while the employee is unable to work because they are caring for a newborn child or an adopted child.

An M&P staff member is eligible for SEB Plan top-up payments if the employee is on parental leave (see Article 12.6.2) and has applied for and is receiving Employment Insurance (EI) benefits and plans to return to work for at least six (6) months following the leave. For the six (6) month period Employees who do not return to the University after the leave period or leave the University voluntarily or who are terminated for cause during the first six (6) months after the leave will be required to repay the Supplemental Employment Benefit. However, those employees terminated without cause under the provisions of Article 9 during the first six (6) months after the leave will not be required to repay the Supplemental Employment Benefit.

In the event an employee's FTE is reduced upon their return to the University after the leave period, the six (6) months will be prorated to reflect their FTE prior to commencing their leave.

For example, if an employee was a 1.0 FTE prior to commencing the leave and returned at 0.6 FTE, they would be required to work the equivalent of six (6) months **at 1.0**

FTE, which in this case would be 0.6 FTE for 10 months (10 months x 0.6 FTE = 6 months at 1.0 FTE).

The University will top up the salary through the Parental Leave SEB plan for a maximum of 10 weeks to 95% of the employees' pre-parental leave salary. In the event that an employee takes parental leave longer than 35 weeks, their Parental Leave SEB plan eligibility will be calculated based on a maximum parental leave of 35 weeks.

## **1.2 When Top-Up Payments Start**

Before commencing the leave, the M&P staff member will be given the choice of receiving SEB top-up payments during the leave or after the employee has returned to work for six (6) months. If the employee chooses to receive top-up payments during the leave, the employee will be required to sign an agreement prior to the commencement of payments. If the employee does not return to work or does not remain at work for six (6) months following the leave, the employee must repay the gross amount of SEB Plan benefits received.

## **1.3 SEB Before Leave**

If the M&P staff member chooses to receive SEB Plan benefits during the leave, EI pays a fixed percentage based on their calculation of prior insurable earnings and UBC pays the difference between the EI payment and 95% of salary. The additional 5% of the total salary for the period the employee was receiving SEB Plan benefits is payable after the employee has returned to work for at least six (6) months.

## **1.4 SEB After Leave**

If the M&P staff member chooses to receive top-up payments after returning to work, the employee must notify Financial Services to receive the payment once the six (6) months have been completed. Copies of all EI cheque stubs must accompany the request.

**DOCUMENT A – CLASSIFICATION MATRIX & SALARY GRID – JULY 1, 2022 – MONTHLY**

|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|



**DOCUMENT A – CLASSIFICATION MATRIX & SALARY GRID – JULY 1, 2022 – ANNUAL**

[illegible]

**DOCUMENT A – CLASSIFICATION MATRIX & SALARY GRID – JULY 1, 2023 – MONTHLY**

[illegible]

**DOCUMENT A – CLASSIFICATION MATRIX & SALARY GRID – JULY 1, 2023 – ANNUAL**

[illegible]

# DOCUMENT A – CLASSIFICATION MATRIX & SALARY GRID – JULY 1, 2024 MONTHLY

Effective: July 1, 2024

| Minimum          | Midpoint  | Maximum   | Salary Grade | 01 | 02 | 05 | 55 | 56 | 09 | 13 | 44 | 54 | 52 | 16 | 17 | 63 | 47 | 58 | 48 | 30 | 59 | 23 | 12 | 24 | 27 | 46 | 11 | 29 | 37 | 39 | 43 | 40 | 61 | 34 | Salary Grade |    |    |
|------------------|-----------|-----------|--------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------|----|----|
| Monthly Salaries |           |           |              |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |              |    |    |
| 3,955.08         | 4,739.08  | 5,678.33  | 1            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |              | 1  |    |
| 4,268.00         | 5,114.92  | 6,129.58  | 2            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |              | 2  |    |
| 4,606.08         | 5,520.67  | 6,616.42  | 3            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |              | 3  |    |
| 4,970.92         | 5,959.00  | 7,141.92  | 4            |    |    | A  |    | A  |    |    |    |    |    | A  |    |    |    |    |    | A  | A  | A  |    | A  |    |    |    |    |    |    |    |    |    |    |              | 4  |    |
| 5,365.42         | 6,432.25  | 7,709.92  | 5            |    |    |    |    |    |    | A  | A  |    |    |    |    |    |    |    | A  |    | A  | A  |    | A  |    |    | A  | A  | A  |    | A  |    |    | A  |              | 5  |    |
| 5,791.00         | 6,943.33  | 8,323.42  | 6            | A  | A  | B  |    |    |    | B  |    |    |    | A  | A  |    | A  |    |    | A  |    | A  |    | A  |    |    |    |    |    |    |    | A  |    | A  |              | 6  |    |
| 6,251.00         | 7,495.50  | 8,986.00  | 7            |    |    |    | A  | B  |    |    | B  |    |    | B  | B  | B  |    | B  | B  | B  | B  |    | B  |    |    |    |    | B  | A  | B  | B  |    | A  |    | A2           | 7  |    |
| 6,747.50         | 8,091.58  | 9,701.42  | 8            | B  | B  | C  | B  | C  | A  |    |    |    |    | B  | B2 |    |    | A  | C  |    |    |    |    | B  | C  |    | B  | A2 | C  | B  | C  | C  | A  |    | B            | B  | 8  |
| 7,283.75         | 8,735.17  | 10,474.08 | 9            | C  |    | D  |    | D  | B  | C  |    |    | A  | C  | C  | C  | C  | B  | D  | C  | B2 | C  |    |    |    | B  | B2 |    | D  | C  |    | D  | B  |    | C            | C  | 9  |
| 7,622.83         | 9,518.00  | 11,886.67 | 10           | D  | C  |    | C  | E  |    |    | D  | C  | B  |    |    | C2 | D  |    |    | C2 | C  | D  | C  |    |    | C  | C  | B  |    |    |    | E  | B2 | B  |              | C2 | 10 |
| 8,305.08         | 10,370.58 | 12,952.33 | 11           |    | D  |    |    |    |    | C  | E  |    |    | C  | D  |    | D  | E  |    | C3 | D  | E  | C2 | D  |    |    |    | C  | E  |    |    |    | C  | C  | D            |    | 11 |
| 9,048.67         | 11,299.75 | 14,114.17 | 12           | E  |    |    | D  |    |    |    | E2 | D  | D  |    |    | F  |    |    |    | D  |    | F  | D  |    |    |    |    | C  | E  |    |    |    | D  | E  | D            | 12 |    |
| 9,859.25         | 12,313.08 | 15,380.75 | 13           | F  | E  | E  | E  | F  |    | F  |    |    | D2 | E  |    | E  | G  |    |    | E  | D2 | G  |    | E  |    |    | D  |    |    | E  |    |    |    |    | E            | 13 |    |
| 10,742.83        | 13,417.58 | 16,760.83 | 14           | G  | F  |    | F  | G  |    |    |    |    |    |    | E  | F  | H  |    |    |    |    |    | E  | E2 | D  | D  | E  |    |    |    |    |    |    |    |              | 14 |    |
| 11,705.58        | 14,621.00 | 18,265.42 | 15           | H  | G  |    | G  | H  | D  |    |    |    | E  | F  |    | G  | I  |    |    |    | E  |    |    | F  | E  |    |    |    |    |    |    | D  |    | F  |              | 15 |    |
| 12,755.08        | 15,933.42 | 19,905.67 | 16           | I  | G2 |    | H  | I  |    |    |    |    |    | G  |    | J  |    |    |    | F  |    | F  | G  | F  |    |    |    |    |    | F  |    |    |    |    |              | 16 |    |
| 13,899.25        | 17,363.50 | 21,693.33 | 17           | J  | G3 | F  | I  | J  |    |    |    |    |    | H  |    | K  |    |    |    | G  |    | G  | H  |    |    |    |    |    |    | G  |    |    |    | G  |              | 17 |    |
| 15,146.50        | 18,922.17 | 23,642.17 | 18           | K  |    |    |    | K  |    |    |    |    |    |    |    |    |    |    |    | H  |    |    | I  |    |    |    |    |    |    | H  |    |    |    |    |              | 18 |    |

Effective November 1, 2022 - Athletics & Recreation was updated as above.

# DOCUMENT A – CLASSIFICATION MATRIX & SALARY GRID – JULY 1, 2024 – ANNUAL

| Effective: July 1, 2024 |          |         |              |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |              |    |  |
|-------------------------|----------|---------|--------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------------|----|--|
| Minimum                 | Midpoint | Maximum | Salary Grade | 01 | 02 | 05 | 55 | 56 | 09 | 13 | 44 | 54 | 52 | 16 | 17 | 63 | 47 | 58 | 48 | 30 | 59 | 23 | 12 | 24 | 27 | 46 | 11 | 29 | 37 | 39 | 43 | 40 | 61 | 34 | Salary Grade |    |  |
| Annual Salaries         |          |         |              |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |              |    |  |
| 47,461                  | 56,869   | 68,140  | 1            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 1            |    |  |
| 51,216                  | 61,379   | 73,555  | 2            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 2            |    |  |
| 55,273                  | 66,248   | 79,397  | 3            |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 3            |    |  |
| 59,651                  | 71,508   | 85,703  | 4            |    |    | A  |    | A  |    |    |    |    |    |    | A  |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    | 4            |    |  |
| 64,385                  | 77,187   | 92,519  | 5            |    |    |    |    |    |    | A  | A  |    |    |    |    |    |    | A  |    | A  | A  |    | A  |    | A  |    | A  | A  |    | A  |    |    |    | A  | 5            |    |  |
| 69,492                  | 83,320   | 99,881  | 6            | A  | A  | B  |    |    |    | B  |    |    |    | A  | A  |    | A  |    |    | A  |    | A  |    | A  |    | A  |    |    |    | A  |    |    |    | A  | 6            |    |  |
| 75,012                  | 89,946   | 107,832 | 7            |    |    |    | A  | B  |    |    | B  |    |    |    | B  | B  | B  |    | B  | B  | B  |    |    | B  |    |    | A  |    |    | B  | B  |    | A  |    | A2           | 7  |  |
| 80,970                  | 97,099   | 116,417 | 8            | B  | B  | C  | B  | C  | A  |    |    |    |    | B  | B2 |    |    | A  | C  |    |    |    | B  | C  |    |    |    | B  | A  | B  | C  | A  | B  | B  | 8            |    |  |
| 87,405                  | 104,822  | 125,689 | 9            | C  |    | D  |    | D  | B  | C  |    | A  | C  | C  | C  | C  | B  | D  | C  | B2 | C  |    | B  | C  |    | B  | B2 |    | D  | C  |    | D  | B  | C  | C            | 9  |  |
| 91,474                  | 114,216  | 142,640 | 10           | D  | C  |    | C  | E  |    | D  | C  | B  |    |    | C2 | D  |    |    | C2 | C  | D  | C  |    | C  | C  |    | C  |    |    | E  | B2 | B  |    | C2 | 10           |    |  |
| 99,661                  | 124,447  | 155,428 | 11           |    | D  |    |    |    | C  | E  |    | C  | D  |    | D  | E  |    |    | C3 | C  | D  | E  | C2 | D  |    |    | C  | E  |    |    |    | C  | C  | D  | 11           |    |  |
| 108,584                 | 135,597  | 169,370 | 12           | E  |    |    | D  |    |    | E2 | D  | D  |    | D  |    | F  |    |    | D  |    | F  | D  |    |    |    |    |    | F  |    | D  |    |    | D  | E  | D            | 12 |  |
| 118,311                 | 147,757  | 184,569 | 13           | F  | E  | E  | F  |    | F  |    |    | D2 | E  |    | E  | G  |    |    | E  | D2 | G  |    | E  | E2 | D  | D  | E  |    |    | E  |    |    |    |    | E            | 13 |  |
| 128,914                 | 161,011  | 201,130 | 14           | G  | F  |    | F  | G  |    |    |    |    |    | E  | F  | H  |    |    |    |    |    |    | E  | E2 | D  | D  | E  |    |    |    |    |    |    |    |              | 14 |  |
| 140,467                 | 175,452  | 219,185 | 15           | H  | G  |    | G  | H  | D  |    |    | E  | F  |    | G  | I  |    |    |    |    | F  |    | F  | E  |    |    |    |    |    |    | D  |    | F  |    | 15           |    |  |
| 153,061                 | 191,201  | 238,868 | 16           | I  | G2 |    | H  | I  |    |    |    |    | G  |    |    |    | J  |    |    |    | F  |    | F  | G  | F  |    |    |    |    | F  |    |    |    |    | 16           |    |  |
| 166,791                 | 208,362  | 260,320 | 17           | J  | G3 | F  | I  | J  |    |    |    |    | H  |    |    | K  |    |    |    | G  |    | G  | H  |    |    |    |    |    |    | G  |    |    | G  |    | 17           |    |  |
| 181,758                 | 227,066  | 283,706 | 18           | K  |    |    |    |    | K  |    |    |    |    |    |    |    |    |    |    | H  |    | I  |    |    |    |    |    |    |    | H  |    |    |    |    | 18           |    |  |

## **DOCUMENT B - BENEFITS**

Please contact Human Resources or see the website for details on benefits available for M&P staff.

## **DOCUMENT C - COMPARATOR ORGANIZATIONS**

Comparator organizations will be used to look at compensation packages as well as market value for individual positions. This would include organizations that we typically hire from or our staff transfer to, including educational organizations, as well as large, complex, public and private sector companies. Markets for different jobs may vary from local, regional or national companies and from institution-specific to open-market depending on whether it is a university-specific function (e.g. Admission Officers) or a general function (e.g. Human Resource Advisors).

The list of comparative organizations includes:

- a) Universities within B.C.:
  - Simon Fraser University
  - University of Victoria
  - University of Northern B.C.
- b) Large complex universities across Canada:
  - University of Alberta
  - McGill University
  - University of Toronto
  - Queen's University
  - University of Western Ontario
  - University of Calgary
- c) Large complex private sector organizations
  - Telus
  - FortisBC

- HSBC or Vancity
- Finning International

- d) Large complex public sector organizations
- BC Hydro
  - ICBC
  - Vancouver Coastal Health Authority
  - WorkSafe BC
  - City of Vancouver

**The Association of Administrative and  
Professional Staff (AAPS)  
and  
The University of British Columbia (UBC)  
  
FRAMEWORK AGREEMENT**

**MARCH 3, 1995  
AMENDED DECEMBER 1, 2000**



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## **1.0 Vision**

The University of British Columbia and the Association of Administrative and Professional Staff, having created a common vision of their relationship, will:

*Champion the vision together  
Realize the vision together  
Share the vision together*

The key elements of the vision are to:

- Develop a climate which values continuous improvement and fosters individual and University growth.
- Include assurance of respect, ethical values and participation.
- Fulfill the need for meaningful and equitable recognition of the contributions of Management and Professional staff.
- Flourish by integrating the experience of Management and Professional staff into the decision-making processes of the University of British Columbia.

We recognize that focusing on our vision will assist us in addressing differences in a constructive manner.

## **2.0 Interpretations**

For the purpose of this Agreement:

AAPS means the Association of Administrative and Professional Staff of the University of British Columbia.

*Consultation* between AAPS and the University includes the following steps:

1. timely provision of sufficient information to allow AAPS to provide informed advice about proposed changes which may potentially affect the AAPS membership or organization;
2. a reasonable opportunity for AAPS to tender its opinions and advice;
3. consideration of the opinions and advice of AAPS;
4. provision of the final decision and a reasonable explanation to AAPS in a timely way.

*Parties* means the University of British Columbia and the Association of Administrative and Professional Staff.

*University* means the University of British Columbia.

## **3.0 Recognition**

### **3.1 Purpose**

The purpose of this Agreement is to establish a framework for discussing and formally negotiating the terms and conditions of employment of management and professional staff in a manner which exemplifies the vision shared by the University and AAPS.

### **3.2 Voluntary Relationship**

AAPS and the University voluntarily enter into this Agreement.

### **3.3 Recognition of AAPS as Bargaining Agent**

The University recognizes AAPS as the exclusive representative for all members as defined in Section 4.

### **3.4 Correspondence**

All correspondence passing between the University and AAPS is addressed to the Associate Vice President of Human Resources

and the President of AAPS, except for matters on which the Associate Vice President of Human Resources or the President of AAPS have made written delegation.

#### **4.0                    Scope of Bargaining Unit and Exclusions**

Association Group Membership

AAPS represents all management and professional employees, except for the following excluded positions:

- i) those employees represented by other employee groups formally recognized by the University;
- ii) employees designated as Technicians and Research Assistants and excluded secretarial and clerical staff;
- iii) employees excluded based on organizational and conflict of interest considerations not to exceed 5% of the bargaining unit (see Schedule A).

The University agrees to provide written notification to AAPS, with reasons, in the event the University creates positions under paragraph (iii) above or discontinues positions listed on Schedule A.

Each January the University and AAPS shall meet to review the positions listed on Schedule A, together with any changes to it. In the event of disagreement, AAPS shall have the right to have the disagreement resolved in accordance with Article 7.7.

#### **5.0                    Deduction of Dues**

Continuing membership in AAPS shall be a condition of employment for new Management and Professional employees and for members of AAPS. New employees will complete a written dues check-off request upon commencing employment. The University will deduct from the salary of all AAPS members the

prevailing dues. The University will forward monthly the collected dues to AAPS together with a list of members from whom AAPS deductions were taken unless requested by a member in writing to direct the dues to a recipient agreed upon annually by AAPS and the University.

## **6.0 Preservation of Rights and Practices**

Subject to this Agreement and to the agreement “Terms and Conditions of Employment”, the University agrees not to change the rights or practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion without appropriate consultation and discussion with AAPS.

## **7.0 Negotiations**

### **7.1 The Nature of the Negotiating Relationship**

The negotiating relationship will be governed by those principles of a shared vision incorporated in the preamble of this Agreement. The negotiating goals of both parties include reaching an agreement that is wise, efficient and improves, or at least does not damage, the relationship between the parties. The features guiding the conduct of negotiations include:

- separating the people from the problem,
- inventing options for mutual gain,
- focusing on interests and not positions.

### **7.2 Scope of Negotiations**

Items which are subject to negotiation between AAPS and the University include terms and conditions of employment such as salary adjustments, economic benefits (health and welfare benefits), vacation, tuition waivers, discipline, termination of employment, problem resolution mechanisms and procedures for such employment practices as job evaluation/classification and performance evaluation.

### **7.3 Information**

Prior to negotiating on terms and conditions of employment with the University, AAPS may request information from the University it considers relevant, in particular the compensation profile of its membership, salary and benefit comparisons with other major employers and the University's financial situation. The University will provide such information, subject to privacy and confidentiality constraints, within a reasonable period of time.

### **7.4 Facilitative Interventions**

#### **7.4 (A) Mediation Option**

##### **7.4.1 (A) General**

The parties desire to achieve a negotiated agreement and negotiate in good faith with one another to do so. Should either party determine after a reasonable period of time that an agreement with respect to compensation matters cannot be achieved without assistance, the mechanism outlined in this section is available to assist the parties in attempting to achieve such an agreement.

##### **7.4.2 (A) Selection of Mediator**

At the written request of either party to the other, the parties together select a mediator within ten (10) working days of receipt of the request. No mediator may be called upon to assist the parties in achieving an agreement until after the operating grant of the University has been made known to the University by the provincial government. Should the parties fail to agree upon a mediator within that time period, the Chief Justice of the Supreme Court of British Columbia is requested to make the selection.

##### **7.4.3 (A) Submissions to Mediator**

When the mediator is selected, each party prepares a written submission for the mediator. The written submission sets forth the matters between the parties and is submitted to the mediator within ten (10) working days of **their** selection.



#### **7.4.4 (A) Role of Mediator**

Within ten (10) working days of the receipt of the submissions, the mediator meets with the parties. At that time the mediator:

**7.4.4.1 (A)** where **the mediator** believes that the parties should resume negotiations without **their** assistance, directs them to do so for such a period of time as **they** deem appropriate; or

**7.4.4.2 (A)** where **the mediator** believes that **their** assistance is necessary to assist the parties in attempting to resolve the matters, attempts to mediate an agreement.

In the event the parties are unable to achieve an agreement as a result of negotiations pursuant to the mediator's direction under section 7.4.4.1, the mediator proceeds under section 7.4.4.2.

#### **7.4.5 (A) Recommendations of Mediator**

In the event the mediator is not successful in assisting the parties to reach an agreement **the mediator** makes written recommendations to the parties on settlement. The mediator considers the financial position of the University in arriving at **their** recommendations. These recommendations are non-binding on the parties. They are submitted to AAPS for ratification and to the University for approval.

#### **7.4.6 (A) Fees and Expenses of Mediator**

Each party pays one-half (1/2) of the fees and expenses of the mediator.

#### **7.4.7 (A) Further Meeting**

In the event either party does not ratify or approve, as appropriate, the recommendations of the mediator, the parties meet for a further period of time not exceeding ten (10) days, to attempt to reach an agreement. Such period of time does not exceed ten (10) working days.

#### **7.4.8 (A) University President**

In the event the parties are unable to reach an agreement under section 7.4.7, each party makes a written submission with respect to the matters, including a copy of the recommendations of the mediator, to the President within ten (10) working days of their last communication under that section. The President will recommend for approval a compensation package for members of the bargaining unit to the Board of Governors at the next meeting of the board.

#### **7.4 (B) Fact Finder Option**

##### **7.4.1 (B) General**

The parties desire to achieve a negotiated agreement and negotiate in good faith with one another to do so. Should either party determine after a reasonable period of time that an agreement with respect to compensation matters cannot be achieved without assistance, the mechanism outlined in this section is available to assist the parties in attempting to achieve such an agreement.

##### **7.4.2 (B) Selection of Fact Finder**

At the written request of either party to the other, the parties together select a fact finder. No fact finder may be called upon to assist the parties in achieving an agreement until after the operating grant of the University has been made known to the University by the provincial government. The fact finder is selected by the parties within ten (10) working days of the date of receipt of the written request. Should the parties fail to agree upon a fact finder within that period of time, the Chief Justice of the Supreme Court of British Columbia is requested to make the selection.

##### **7.4.3 (B) Submissions to Fact Finder**

When the fact finder is selected, each party prepares a written submission for the fact finder. The written submission sets forth the matters between the parties and is submitted to the fact finder within ten (10) working days of **their** selection.

#### **7.4.4 (B) Role of Fact Finder**

Within ten (10) working days of the receipt of the submissions, the fact finder begins to assemble the facts. **The fact finder** meets separately with the parties. **The fact finder** may meet with any person or may have access to such documents (subject to claims of confidentiality) as **they** may deem appropriate to obtain the facts.

#### **7.4.5 (B) Report of Fact Finder**

Within thirty (30) working days of **their** selection, the fact finder makes a written report to the parties on **their** findings of fact. The fact finder comments on the financial position of the University in **their** report.

#### **7.4.6 (B) Fees and Expenses of Fact Finder**

Each party pays one-half (1/2) of the fees and expenses of the fact finder.

#### **7.4.7 (B) Further Meeting**

Within ten (10) working days of their receipt of the report of the fact finder, the parties meet for a further period of time to attempt to reach an agreement. Such a period of time does not exceed ten (10) working days.

#### **7.4.8 (B) University President**

In the event the parties are unable to reach an agreement under section 7.4.7, each party makes a written submission, including a copy of the report of the fact finder, to the President within ten (10) working days of their last communication under that section. The President will recommend for approval a compensation package for members of the bargaining unit to the Board of Governors at the next meeting of the Board.

#### **7.4 (C) Compensation Guideline**

The purpose of the compensation guideline is to attract and retain qualified individuals in the management and professional staff complement at a reasonable cost. The compensation guideline is

that the University will, over time and within the limits of its financial position, endeavour to establish a compensation policy line for management and professional staff at the 50th percentile of a representative comparator market. The representative comparator market would be composed of an appropriate mix of comparable employers with comparable positions. Appropriate consideration will be given to specific job requirements, external and internal job values, recognition for individual performance and general market factors.

## **7.5 Prohibition of Strikes and Lockouts**

The employees do not have the right to strike and the University does not have the right to lock employees out.

## **7.6 AAPS Representation Rights**

Service to AAPS as outlined in this section is viewed as a contribution to the operation of the University and is therefore recognized in decisions such as promotion and merit increases.

### **7.6.1 Collective Bargaining**

AAPS may name up to five members as its bargaining team. These members will be granted time off work with no loss of pay for the purpose of meeting with the University representatives in collective bargaining.

### **7.6.2 Other Representational Situations**

AAPS will notify the University of members appointed to official AAPS positions on its Board, as its official representatives in rights matters and dispute resolution, or to University committees. These members are entitled to reasonable time off work without loss of pay in order to discharge responsibilities of these official positions.

The University will provide 50% release time for the President or designate of AAPS.

### **7.6.3 AAPS Business**

AAPS may request through Human Resources that members be excused from work to attend meetings, training sessions and conferences at the initiative of AAPS. Accommodation agreeable to the department will be settled in advance of the events.

## **7.7 Grievances and Settlement of Disputes**

### **7.7.1 Interests of Parties**

The parties have a clear and direct interest in a procedure that provides for timely resolution in the event that their agreement is violated.

An effective procedure must emphasize:

- a problem solving approach,
- a means for interest reconciliation as close as possible to the point of origin,
- a mechanism for finality.

While individuals may initiate grievances, AAPS will decide whether to advance, settle or arbitrate them.

Time limits and other requirements for the performance of this grievance procedure may be extended/amended by mutual consent of the parties.

### **7.7.2 Definition**

A grievance is a claim by AAPS or the University that there has been a violation of the collective agreement.

### **7.7.3 Informal Approach**

Nothing in the following procedure precludes informal discussion of the parties leading to settlement of the grievance or seeking advice on issues arising at any stage of the procedure.

### **7.7.4 Step 1 - Formal Complaint to an Administrative Head of Unit**

Within sixty (60) days from the event about which a complaint is based or from the date of knowledge of the event, the grievor(s) discuss the grievance with the administrative head of the unit concerned. The grievor(s) shall have the right to have a representative from AAPS present at any meeting to discuss the grievance.

Discussion at this stage is without prejudice to later stages of the grievance procedure.

If a settlement is reached within twenty-eight (28) days, the settlement will be written and signed by the head and grievor(s). The head must provide a copy of the settlement to AAPS. Settlements at this stage do not establish precedents for settlement of other complaints. Settlements must be consistent with Article 1.2.2 of the Agreement on Conditions and Terms of Employment.

#### **7.7.5 Step 2 - Formal Complaint to a Vice President/Dean**

If the grievance is not resolved within twenty-eight (28) days of being raised with the head, and the grievor(s) and AAPS wish to pursue a resolution, AAPS shall write to the Vice President (Dean, if the unit is in a Faculty) or designate, within the next twenty-one (21) days.

If requested, the Vice President/Dean or designate will meet with the grievor(s) accompanied by a representative of AAPS.

Within twenty-one (21) days of having received the grievance in writing, the Vice President/Dean or designate will provide a written decision on the disposition of the grievance to the grievor(s) and AAPS, with a copy to the Associate Vice President, Human Resources.

#### **7.7.6 Pre-Lawyer Entanglement Meeting**

If AAPS wishes to pursue the grievance further, it notifies the Associate Vice President, Human Resources of its wish to invoke

arbitration within twenty-eight (28) days of receiving the decision in Step 2.

A meeting will be held of the parties within fourteen (14) days of notification to review the case.

#### **7.7.7 Step 3 – Arbitration**

An arbitrator will be selected by mutual agreement of the parties. If the parties fail to agree on an arbitrator within fourteen (14) days, the Chief Justice of the Supreme Court of British Columbia will be requested to make the selection.

The provisions of the Commercial Arbitration Act apply to an arbitration, with the exception of the provisions in the Act relating to costs.

Each party to the arbitration will be responsible for its own costs and will pay one half (1/2) of the costs of the arbitrator and any shared arbitration expenses.

Recognizing the importance of timely decisions to the smooth operation of the University and to the grievor(s), the parties will attempt to set the arbitration dates as soon as possible. The arbitrator will render **their** decision within fourteen (14) days of the end of the hearing. The arbitrator's decision will be final and binding on the parties. No arbitrator may amend a provision of the collective agreements.

#### **7.7.8 Policy Grievances**

A policy grievance is one involving a question of general application, administration, or interpretation of this Agreement, which would not properly be the subject of an individual or group grievance. Policy grievances start at Step 2, with notification to the Associate Vice President, Human Resources, in place of Dean or Vice President.

## **7.8 Information Sharing and Informal Problem-Solving**

Both AAPS and the University value regular discussion to share information and to anticipate and resolve informally the problems facing them. The establishment of agenda and regularly scheduled, informal meetings is the joint responsibility of the President of AAPS and the Associate Vice President, Human Resources. No minutes are kept. To promote constructive communication, participants at these meetings serve renewable terms of one (1) year.

## **8.0 Limitation of Agreement**

### **8.1 Governance**

The parties believe that the University policies and this Agreement are essentially compatible. However, should conflicts arise between University policies and the express provisions of the Agreement, the latter shall prevail. Nothing in this Agreement shall be taken to limit the powers of Senate, The Board of Governors, the President or other administrative officers in their responsibilities to manage the University and to direct its employees.

### **8.2 Amendments to the Framework Agreement**

Amendments to this Agreement may be made at any time by agreement of the parties.

## **9.0 Duration and Continuation of Agreement**

This agreement may be terminated after March 31, 1997 by either party by giving six (6) months written notice to the other party to take effect on March 31 following.

## **10.0 Termination of Agreement**

Recognition of AAPS and maintenance of this Agreement ceases if AAPS obtains certification under the provision of the Labour Relations Act of British Columbia.



## MEMORANDUM OF AGREEMENT

On behalf of the Association of Administrative and Professional Staff and on behalf of the University of British Columbia the undersigned tentatively agree to the Framework Agreement and Letter of Agreement attached and unanimously recommend it for ratification to their members/principals.

### **For A.A.P.S.:**

“J.Marples”  
Justin Marples

“M. Broudo”  
Marc Broudo

### **For the University:**

“F. Eastham”  
Frank Eastham

“L. Nason”  
Libby Nason

Date: March 3/95

# LETTER OF AGREEMENT

Upon ratification of the attached Framework Agreement by both parties, the following will come into effect:

- The University will provide 50% release time for three members of AAPS as designated by the AAPS Executive Board for a period of one (1) year.
- The University will pay to AAPS an amount equivalent to 60% of the salary of the current salary of the President of AAPS in recognition of the contribution this person has made in bargaining since 1992.
- The University agrees to maintain the severance practices currently in place (as attached) until ratification of an Agreement on Terms and Conditions of Employment for Management and Professional Staff.
- The University will grant time off for all Management and Professional Staff to attend information meetings conducted by AAPS. AAPS also has the right to contact M&P staff individually at work, by phone or in person, without reprisal to the M&P person concerned or to the AAPS representative. Concurrence from the administrative head of unit will be sought in advance if the meeting is during working hours. Any problems are to be referred to the Associate Vice President, Human Resources.
- The University will make best efforts to find office space for AAPS on campus. Rental for the space for the duration of this Framework Agreement will be at no cost, but all renovations and operating costs/services are the responsibility of AAPS. Determination of suitable rental fees will be the subject of future Framework Agreement negotiations.

- The President of the University will write to all administrative heads of unit explaining AAPS' role and indicating support for it. Further, senior university leadership members will attend a meeting called by AAPS to which all members of M&P staff will be invited.

**For A.A.P.S.:**

"J. Marples"  
Justin Marples

**For the University:**

"F. Eastham"  
Frank Eastham

Date: **March 3/95**

# SCHEDULE A

## Positions Excluded from the AAPS Bargaining Unit

| <b><u>UBC Vancouver</u></b>   |   |
|---|---|
| Administration Manager  | Associate Vice-President, Enrolment Services and Registrar                                  |
| Administrative Coordinator, BOG   | Associate Vice-President, Equity and Inclusion  |
| Administrative Manager  | Associate Vice-President, Health  |
| Articling Student   | Board Secretary   |
| Assistant Dean, Human Resources   | Chief Administrative Officer  |
| Assistant Director, Fraud Risk Management   | Chief Assurance and Risk Officer  |
| Assistant Director, Technology Risk and Assurance   | Chief Information Officer & Associate Vice-President  |
| Assistant to the Vice President, External Relations                                       | Chief Institutional Research Officer  |
| Associate Dean, Executive Education   | Compensation and Data Analyst   |
| Associate Director, Budgeting   | Compensation Consultant   |
| Associate Director, Management Reporting & Budgeting                                      | Comptroller   |
| Associate Director, Planning and Institutional Research                                   | Conflict of Interest Administrator  |
| Associate University Counsel  | Director of Investigations  |
| Associate Vice President, Alumni  | Director, Campus Security   |
| Associate Vice President, Campus & Community Planning                                     | Director, Conflict Management Services  |
| Associate Vice President, Communications  | Director, Enterprise Risk Management  |
| Associate Vice President, Development   | Director, Financial Planning & Analysis   |
| Associate Vice President, Facilities  | Director, Financial Reporting   |
| Associate Vice President, Finance & Integrated Services                                   | Director, Health, Wellbeing & Benefits  |
| Associate Vice President, Government Relations and Community Engagement                   | Director, Housing & Relocation  |
| Associate Vice President, Human Resources - Communities of Expertise                      | Director, Human Resources - Faculty of Applied Science                                      |
| Associate Vice President, Human Resources - Strategic Partnerships & Industrial Relations | Director, Human Resources - Faculty of Arts   |
| Associate Vice President, Research and Innovation   | Director, Human Resources - President's Office, VPA, VPRI, VPH                              |
| Associate Vice President, Student Health & Wellbeing                                      | Director, Human Resources - VP Development and Alumni Engagement, and VP External Relations |
| Associate Vice President, Student Housing and Community Services                          | Director, Human Resources - VP Finance and Operations                                       |

|   |  |
|---|--|
| Director, Human Resources - VP Students Portfolio                                       | Executive Assistant to the Vice President, Human Resources                     |
| Director, Human Resources, Associate Vice President, IT & CIO Portfolio                 | Executive Assistant to the Vice President, Students                            |
| Director, Internal Assurance  | Executive Assistant to the Vice-President Finance and Operations               |
| Director, Licensing Education   | Executive Assistant to Vice President  |
| Director, Major Capital Projects, Robson Square   | Executive Coordinator, VPA   |
| Director, Office of VP Development and Engagement                                       | Executive Director, Academic Portfolio Initiatives                             |
| Director, Parking   | Executive Director, Advisory Partnerships & Prof Standards                     |
| Director, Pensions  | Executive Director, Business Development, Administration, Finance, & Resources |
| Director, Robson Square   | Executive Director, Employee & Labour Relations                                |
| Director, Sexual Violence Prevention & Response   | Executive Director, Faculty Relations & ALDP                                   |
| Director, Staff Relations Academic Portfolio  | Executive Director, Human Resources Operational Excellence                     |
| Director, Strategic & Operational Excellence  | Executive Director, Licensing Education  |
| Director, UBC Press   | Executive Director, Office of the VP Students                                  |
| Director, Workplace Health Services   | Executive Director, Real Estate Education                                      |
| Employee Relations Coordinator  | Executive Director, Safety & Risk Services                                     |
| Enterprise Risk and Assurance Administrator   | Executive Director, Talent Acquisition   |
| Executive Administrative Coordinator, Office of the President                           | Executive Director, Talent Development & Engagement                            |
| Executive Assistant to the Associate Vice-President, Facilities                         | Executive Director, Vice-President Research & Innovation Portfolio             |
| Executive Assistant to the Associate Vice-President, Finance and Operational Excellence | Faculty Relations Coordinator  |
| Executive Assistant to the Associate Vice-Presidents, HR                                | Finance Director, Capital Financial Management and Reporting                   |
| Executive Assistant to the Chief Assurance and Risk Officer                             | Freedom of Information Manager   |
| Executive Assistant to the Comptroller  | Freedom of Information Specialist  |
| Executive Assistant to the Executive Director of Safety and Risk Services               | Governance Coordinator   |
| Executive Assistant to the Provost & Manager, Administrative Support                    | Housekeeper/Assistant  |
| Executive Assistant to the Vice President, Health                                       | Human Resources Advisor  |

|   |  |
|---|--|
| Human Resources Advisor & Workday Business Process Manager                          | Ombudsperson   |
| Human Resources Manager   | Operations Manager   |
| Human Resources Specialist  | Paralegal  |
| Investigations Office Educator  | Portfolio Finance Director, VPFO/VPFR                      |
| Investigator, Investigations Office   | President and Vice-Chancellor                              |
| Legal Advisor   | Program Director, Integrated Renewal Program               |
| Legal Assistant   | Project Coordinator & Executive Assistant to the Treasurer |
| Legal Counsel   | Provost and Vice-President, Academic                       |
| Legal Support Specialist  | Respondent Resource Specialist                             |
| Manager, Administration Support and Executive Assistant to VP Research & Innovation | Senior Budget Analyst                                      |
| Manager, Administration and Executive Assistant to the President                    | Senior Consultant, Enterprise Risk and Assurance           |
| Manager, Administration and Executive Assistant to the University Counsel           | Senior Consultant, Enterprise Risk Management              |
| Manager, Benefits   | Senior Consultant, Strategy Decision Support               |
| Manager, Communications   | Senior Director, Comptroller's Office                      |
| Manager, Conflict of Interest   | Senior Director, Government Relations                      |
| Manager, Return to Work & Accommodations  | Senior Director, Media Relations, UBC Communications       |
| Manager, Strategy and Decision Support  | Senior Employee Relations Advisor                          |
| Managing Director   | Senior Employee Relations Manager                          |
| Managing Director, Advancement Services   | Senior Human Resources Associate                           |
| Managing Director, Athletics and Recreation   | Senior Human Resources Coordinator                         |
| Managing Director, Communications & Engagement                                      | Senior Human Resources Manager                             |
| Managing Director, Human Resources - Total Rewards, Health & Wellbeing              | Senior Manager, Compensation                               |
| Managing Director, Infrastructure Development                                       | Senior Manager, Enterprise Risk and Assurance              |
| Managing Director, Innovation Partnerships  | Senior Manager, Enterprise Risk Management                 |
| Managing Director, Innovation UBC   | Senior Manager, Enterprise Risk Management Transformation  |
| Managing Director, Research Support Services  | Senior Manager, Faculty Relations                          |
| Managing Director, Student Affairs  | Senior Manager, Threat Assessment Programs                 |
| Managing Director, UBC Career Centre  | Treasurer  |

|   |  |
|---|--|
| University Counsel                              | Vice President, Students   |
| Vice President, Development & Alumni Engagement | Vice-Provost & Associate Vice President Academic Affairs         |
| Vice President, External Relations              | Vice-Provost & Associate Vice- President, Faculty Planning       |
| Vice President, Finance and Operations          | Vice-Provost and Associate Vice-President, Teaching and Learning |
| Vice President, Health                          | Vice-Provost, International                                      |
| Vice President, Human Resources                 | VPHR Project and Administrative Coordinator                      |
| Vice President, Research & Innovation           | WSBC Claims Associate  |

|   |   |
|---|---|
| <b><u>UBC Okanagan</u></b>                                  |   |
| Associate Director, Campus Security                         | Director, Financial Operations                                |
| Associate Provost, Academic Affairs and Strategy            | Director, Human Resources                                     |
| Associate Provost, Academic Operations and Services         | Director, Infrastructure Development                          |
| Associate Provost, Academic Programs, Teaching and Learning | Director, Integrated Planning & Chief Budget Officer          |
| Associate Vice President, Finance and Operations            | Director, Sexual Violence Prevention & Response Office        |
| Associate Vice President, Students                          | Director, Strategic Initiatives                               |
| Associate Vice President, University Relations              | Executive Administrator to the Provost                        |
| Associate Vice Principal Research and Innovation            | Executive Assistant to the Deputy Vice Chancellor & Principal |
| Case Manager  | Human Resources Advisor                                       |
| Compensation Consultant                                     | Managing Director, Human Resources                            |
| Deputy Vice Chancellor and Principal                        | Provost and Vice-President, Academic, UBC Okanagan            |
| Director, Academic Strategic Initiatives                    | Respondent Support Specialist                                 |
| Director, Business Operations                               | Senior Advisor to Deputy Vice Chancellor, Indigenous Affairs  |
| Director, Campus Operations & Risk Management               | Senior Advisor to Deputy Vice Chancellor, Indigenous Affairs  |
| Director, Campus Planning                                   | Senior Manager, Faculty and Employee Relations                |
| Director, Deputy Vice Chancellor & Principal Office         | Vice Principal, Research                                      |

(positions currently occupied by seconded members of faculty) Current as of Mar 19, 2024

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