

# CUPE 2278 Component I Bargaining Summary

Updated: February 2, 2012

## Employer proposal – new article

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

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

**Status:** Signed.

## Union proposal

Add: “Completed forms shall be sent to the Union within one (1) month of a new employee’s start date.”

Status: Signed.

## Union proposal

The Employer agrees to provide the Union with a monthly listing, alphabetically by department and by classification of the names, departments, ranks and addresses of Bargaining Unit members. **This list will also include the contact information the University has for each Union member. Home or personal telephone numbers and e-mail addresses obtained from this list will not be disclosed by the Union to, or used on the behalf of, any third party. The information is provided to the Union for the purpose of providing information to, and obtaining information from, its members.** ~~The Employer also agrees to provide employees with a copy of the Collective Agreement prior to commonoont of their employment. The cost of printing the Agreement shall be shared equally between the Employer and the Union. The number of copies printed will be dotormined through mutual agreement of the parties.~~

Status: Signed.

### Union proposal – new article

The Employer also agrees to provide employees with a copy of the Collective Agreement, printed or electronically, prior to commencement of their employment. The cost of printing the Agreement shall be shared equally between the Employer and the Union. The number of copies printed will be determined through mutual agreement of the parties.

Status: Signed.

### Union proposal

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

To determine the amount of money owing to the Union, the Employer shall calculate the payroll utilizing the 12 month period of ~~April 01 to March 31~~ **March 01 to the last day of February** preceding ~~April 1~~ **March 01** of each year.

Status: Signed.

## Union proposal

The Union proposes a major increase in health and welfare benefits to accomplish a fully paid health plan.

The Union proposes changes to cover members who do not hold permanent residency status.

The Union further proposes extending this article to provide family health benefits.

**Status:** Monetary.

### Union proposal

The Employer shall provide ~~space on a bulletin board~~ **a link to the Union's web site** on each Departmental web site where members of the bargaining unit are employed ~~and such space shall be designated as CUPE 2278 space.~~ The Union shall have the exclusive right to use this space to convey information to employees.

Status: Outstanding.

## Union proposal

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in his/her employment relationship by reason of the following **but not limited to**: age, race **geographical origin (race)**, colour, citizenship, national origin, religion, gender, sexual orientation, marital status, parental status, place of residence, medical/physical handicap, membership, office, non-membership or activity in any political, religious or labour organization.

**Status:** Outstanding.

## Union proposal

~~The Employer agrees to maintain a work environment free from harassment or intimidation that might reasonably be understood to be intended to prevent an employee from exercising her/his rights as provided for in this Agreement.~~

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

Status: Signed.

## Union proposal – new article

See University Policy – Whistleblowers.

Status: Signed.

## Union proposal

... ~~through the office of the Associate Vice-President, Human Resources.~~ **Meetings shall be scheduled within ten (10) working days of the request, or as soon thereafter as is reasonable. Agenda items will be exchanged five (5) days prior to the meeting.**

Status: Signed.

### Union proposal – new article

In every term, a Union Representative will be given the opportunity to speak with new Departmental Administrators on administrative responsibilities contained in the Collective Agreement and any concerns the Union may have with past implementation of those responsibilities.

**Status:** Outstanding.

## Union proposal

The Union proposes to introduce language on verbal discipline.

**Status:** Outstanding.

## Union proposal

A formal written reprimand issued in accordance with Article 8.03 will be removed from the employee's file after **one (1) term (Component I) and two (2) years (Component II)** provided no disciplinary action related to the reprimand has been taken. An employee may request in writing that a formal written reprimand be removed from the employee's file before the expiration of the **one (1) term (Component I) and two (2) year period (Component II)**. . . .

**Status:** Outstanding.

## Union proposal

Add under "Step III": The site for the hearing of a grievance will be mutually agreed upon by the Union and the Employer.

Status: Signed.

## Union proposal – new article

Following the initiation of a grievance, the Employer and the Union agree to provide disclosure of such information as necessary for the resolution of the grievance. All disclosures shall be limited by relevant statutes and regulations.

**Status:** Outstanding.

## Union proposal

... The Department will send copies of these job descriptions to the Union **by March 31**. ...

**Status:** Outstanding.

## Employer proposal

General restructuring of Article 13, with no change in effect beyond existing proposals.

Status: Outstanding.

## Union proposal

Descriptions of all anticipated positions within the Bargaining Unit prepared in accordance with Article 12.01 shall be posted on Departmental (or Faculty in Non-departmental Faculties) ~~bulletin boards~~ **web pages** by March 31 for anticipated positions in the following September to April period. **Job postings, and a listing of all anticipated positions, shall also be sent by e-mail to all potential employees.** ~~Upon request by employees, a listing of all anticipated positions shall be sent to them if they normally work away from the Point Grey campus of UBC. . . .~~

**Status:** Outstanding.

## Union proposal

... The Department will ~~endeavour to~~ offer a preferred candidate an appointment of at least the same percentage of a full teaching assistantship as that preferred candidate's appointment in the previous Teaching Year. ...

Status: Outstanding.

## Union proposal

(i) a full-time graduate student who is registered in a masters degree program will normally be given preference for consecutive appointments as a graduate Teaching Assistant not to exceed ~~two~~ **three (3)** Teaching Years, subject to maintaining full-time graduate student status.

Status: Outstanding.

## Union proposal

(ii) a full-time graduate student who is registered in a doctoral degree program will normally be given preference for consecutive appointments as a graduate Teaching Assistant not to exceed ~~four~~ **five (5)** Teaching Years, subject to maintaining full-time graduate student status.

**Status:** Outstanding.

## Union proposal

(iii) a full-time graduate student who has successfully transferred from the masters degree program to the doctoral program will be subject to the appointment conditions outlined in Article 13.03(b)(ii) above. **For clarity, the graduate student will begin their GTA I preference status.**

Status: Outstanding.

## Union proposal

Undergraduate Teaching Assistants who have previously held an appointment as a UTA will **normally be given preference for consecutive appointments** ~~be considered for consecutive appointments~~ as an undergraduate Teaching Assistant not to exceed two (2) years before new undergraduate hires.

**Status:** Outstanding.

## Union proposal

Remove “(a)”.

**Status:** Outstanding.

## Union proposal

Replace 14.01(d) with the following: Except as set out at the time of offer, a Teaching Assistant shall not be required to work more than twenty-four (24) hours in any given week.

Status: Signed.

## Union proposal

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

Status: Signed.

## Union proposal

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

- a) **The nature of the technological change;**
- b) **The date on which the Employer proposes to effect the technological change;**
- c) **The approximate number of employees likely to be affected by the technological change and their employment categories.**

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

Status: Signed.

### Union proposal

Add: “An employee shall be entitled to observe holidays of the employee’s religion.”

**Status:** Outstanding.

### Union proposal

Add to 17.02(b): “If a short term leave request is denied, the employee may request written reasons for the denial. Written reasons shall be provided within two (2) weeks of the request.”

Status: Signed.

### Union proposal

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

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

An employee shall be granted three (3) full working days leave without loss of pay upon the notification of death of a brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild, **close personal friend or an individual residing in the employee's household.**

### Union proposal (continued)

**Where extensive travelling time is required, up to two (2) additional working days will be granted on request.**

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

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

**Status:** Outstanding.

### Union proposal – new article

An employee is entitled to up to five (5) days of paid leave per each employment year to meet responsibilities related to the care, health or education of a child in the employee's care or for the care of health of any other member of the employee's immediate family.

**Status:** Monetary.

## Union proposal – new article

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

Status: Signed.

## Union proposal – new article

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

Status: Signed.

## Union proposal

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross a picket line within the meaning of the Labour Code of British Columbia

([www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/00\\_96244\\_01](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_96244_01), Part 1). However, if such refusal results in the employee not being able to perform the employee's duties, he/she may immediately be taken off the payroll until once again able to perform the normal duties of the position. **Preference will not be affected by respecting a picket line or engaging in job action.**

Status: Outstanding.

### Union proposal

The Employer and Union will cooperate in continuing and perfecting regulations which will afford adequate protection to employees engaged in hazardous areas. **Work Safe B.C. Regulations will be posted in all work areas.**

Status: Outstanding.

## Union proposal

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

**Status:** Signed.

## Union proposal

The Employer shall ensure, consistent with the facilities available to departments, that employees shall be provided with an appropriate place, **which is secure and permits confidential discussion**, for holding consultations with their students. **A dedicated desk and two appropriate chairs will form part of this space.** The Employer shall provide the required equipment, supplies, academic text(s) and facilities **(including computer access)** necessary in the judgement of the Employer for the performance of the employee's duties which have been assigned under the provisions of Article 13.05. Such facilities shall include access to an existing Employer telephone **but will also include such requirements as printing and photocopying deemed necessary for the fulfilment of duties.**

Status: Outstanding.

## Union proposal

Add: "It is agreed that Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration."

Status: Outstanding.

## Union proposal – new article

When an employee is required to travel on University business, their travel expenses shall be reimbursed and they shall receive a per diem as determined by University Policy #83.

Status: Outstanding.

## Union proposal

Each department shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked. **Each department shall send to the Union a synopsis of the training program administered under this Article by the second week of September. See also Article 19.03.**

Status: Outstanding.

## Union proposal

The Union proposes major increases to salaries in order to establish wage parity with teaching assistants at the University of Toronto.  
The Union proposes introducing cost of living adjustments.

**Status:** Monetary.

## Union proposal

The Union proposes adding tuition waivers to the Collective Agreement.

**Status:** Monetary.

## Union proposal

The Union proposes childcare relief for teaching assistants with dependents.

**Status:** Monetary.

## Union proposal

In order to promote a green University, the Union proposes the introduction of fully paid transit passes for teaching assistants.

**Status:** Monetary.

# New: Joint Committee to Review Changes

## Union proposal

The Union proposes a joint committee, on the conclusion of negotiations, to review changes to the Collective Agreement and index entries.

**Status:** Outstanding.

## Union proposal

The Union proposes renewing all Letters of Understanding.

## Employer proposal

The Employer proposes renewing all Letters of Understanding except LoU 4.

**Status:** Letters of Understanding 1, 2, 3, 5 signed.

## Employer proposal

In an effort to encourage hiring of College for Interdisciplinary Studies (CFIS) and Interdisciplinary Studies Graduate Program (ISGP) students, Departments shall not be held responsible for guaranteeing future positions to these students once they are hired. CFIS and ISGP students shall not be considered a Preferred Candidate as set out in Articles 13.01 and 27.06.

**Status:** Outstanding.