

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

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Part A: Master Agreement

Containing all Articles and Letters of Understanding and Agreement that apply to all members of the bargaining unit:

**ARTICLE A 1 - PURPOSE**

**A 1.01**

The purpose of this Agreement is to establish a collective bargaining relationship between the **University** and its employees represented by the Union, **and** to ensure the **orderly and efficient consideration of all matters of mutual interest, including wages, hours, working conditions, job security and dispute resolution so that harmonious relationships may be maintained between the University, the employees and the Union. Further, the parties recognize their mutual interest in advancing a diverse, inclusive, equitable and anti-racist workplace that reflects the values of the University and the Union.** Accordingly, the parties to this Agreement do hereby enter into the terms contained in this Agreement.

**A 1.02**

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

**A 1.03**

During the term of the Collective Agreement, the parties may mutually agree to changes that shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures. The mutually agreed changes must have signatures of the signing officers of both the University and the Union.

**ARTICLE A 2 - UNION RECOGNITION**

**A 2.01 Recognition**

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

### **A 2.02 Exclusions**

- (a) Persons represented by other certified bargaining units;
- (b) Faculty Members; and other persons appointed on a full or part-time basis by the Board of Governors of the University of British Columbia to positions that include teaching responsibilities;
- (c) All Post-Doctoral Fellows;
- (d) Persons invited to speak on a particular subject;
- (e) Persons employed as Casual Markers who are not appointed for at least one term of the Winter Session, paid on an hourly basis for no more than two (2) "one time" assignments which total in any one term no more than twenty-five (25) hours (the first term of the Winter Session extends from September to December; the second term of the Winter Session extends from January to April). Casual marking assignments shall in no way be used to replace members of the bargaining unit or reduce the hours of work of members of the bargaining unit.

### **A 2.03 Work of the Bargaining Unit**

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

### **A 2.04**

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

## **ARTICLE A 3 - UNION DUES**

### **A 3.01**

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

### **A 3.02**

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

### **A 3.03**

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

### **A 3.04**

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

As soon as possible thereafter, the Employer shall make the necessary adjustments and finalize the dues payment and report noted above.

### **A 3.05**

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

**A 3.06**

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

**A 3.07**

Dues Deduction Form shall be consistent with the sample form set out in [Schedule A 1](#).

**ARTICLE A 4 - INFORMATION TO BE PROVIDED****A 4.01 Information that the Employer Provides to the Union**

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 list shall be delivered to the Union electronically in a mutually agreed upon format.

- (a) The Employer shall provide the Union with the names, departments and phone numbers of the academic and/or administrative departmental contact for all members of the Bargaining Unit by October 31 each year.
- (b) The Employer shall continue to forward to the Union copies of the following reports, either electronically or in paper format, subject to mutually agreed upon changes from time to time:
  - ii) Confirmation of Changes;
  - iii) Student Appointment Teaching Assistants Union Eligibility Roster Sorted By Name;
  - (iii) Student Appointments by Name;
  - (iv) Student Appointment Teaching Assistants Union Eligibility Roster Sorted by Name in Department;
  - (v) Student Appointments by Department; and
  - (vi) CUPE 2278 Earnings and Dues.

**A 4.02 Information that the Union Provides to the Employer**

The Union shall provide the Employer with the name, department and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually by November 15 and such changes thereafter as they occur.

**A 4.03 Information that the Employer Provides to Employees**

- (a) The Employer agrees to inform all applicants for employment in the Bargaining Unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. This information shall be included in all offers of appointment.
- (b) The Employer 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.
- (c) Forms notifying employees of the departmental orientation meeting shall be consistent with the sample form set out in [Schedule B 2](#).

**A 4.04 Information that the Employer Provides to Academic Units**

- (a) Prior to the commencement of the first day of work for employees for Term 1 of the Winter Session, Human Resources will provide a memorandum to Departments detailing the obligations of the Employer with respect to Articles [A 3.01](#) and [B 8.02](#) of the Collective Agreement. The memorandum may include other direction such as is appropriate at the time and will be copied to the Union.
- (b) Prior to the end of the Winter session, Human Resources will provide a memorandum to Departments highlighting the obligations of the Employer with respect to Articles [B 3](#) and [B 4](#) of the Collective Agreement. The memorandum may include other direction such as is appropriate at the time and will be copied to the Union.

## **ARTICLE A 5 - UNION FACILITIES**

### **A 5.01 Bulletin Boards**

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

### **A 5.02 Campus Mail**

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

### **A 5.03 Room Bookings**

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

### **A 5.04 Computing Facilities**

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

## **ARTICLE A 6 - MANAGEMENT RIGHTS**

### **A 6.01**

Except as set out in the terms of this Agreement, all matters concerning the operations of the Employer shall be reserved to the University. The University shall exercise its management right in a reasonable, non-discriminatory, and good faith manner.

## **ARTICLE A 7 - NO DISCRIMINATION**

### **A 7.01**

The University 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 their employment by reason of the following: **Indigenous identity**, age, race, colour, ancestry, place of origin, political belief, religion, sex, sexual orientation, gender identity or expression, marital status, family status, physical or mental disability, or criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. Nor shall there be any discrimination on the basis of membership, office, non-membership or activity in any political, religious, labour, or academic organization.

### **A 7.02**

The provisions of Article A 7.01 shall not apply with respect to discrimination based on bona fide occupational requirements.

**A 7.03**

Article A 7.01 shall not be interpreted to allow an employee to undertake any political, religious or labour activity during the performance of **their** duties as a Teaching Assistant, Tutor, Marker or English as an Additional Language Instructors.

**A 7.04**

The Employer shall not discriminate financially against any person because of **their** employment within this bargaining unit.

**A 7.05**

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

**A 7.06**

- (a) The Union and the Employer recognize the right of bargaining unit members to work in an environment free from personal harassment and the harassment outlined in Article A 7.06 (b).
- (b) Harassment can involve individuals or groups and both men and women can be the subject of harassment by members of either gender. A single incident or a series of incidents can constitute harassment. Harassment can occur on campus or off and during working hours or not.
- (c) Harassment is behaviour, whether physical, visual or verbal, directed against a bargaining unit member for which there is no bona fide and reasonable justification. Such behaviour adversely affects individuals or groups because of their gender, age, disability (physical or mental), race, colour, ancestry, place of origin, political belief, marital status, family status, religion, sexual orientation or unrelated criminal convictions as set out in the Human Rights Code.
- (d) If a harassment case arises out of a bargaining unit member's employment, they have recourse at any time to the grievance procedure.

**A 7.07**

Any threat to harm an employee's academic standing or performance that is intended to prevent an employee from exercising **their** 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.

**A 7.08 Whistleblower Protection**

See University Policy – Whistleblowers.

**A 7.09 Accommodation**

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their position due to a mental or physical disability supported by appropriate medical documentation, the University and the Union and the affected employee shall meet to discuss and to consider options with respect to the accommodation of the employee.

The parties agree to work together to consider how the employee's disability can best be accommodated. The affected employee shall participate and cooperate fully in this process.

The University, the Union, and the affected employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, information regarding the requirements/duties of the employee's

position. Medical information obtained through the process shall only be shared as required to facilitate the accommodation. Except where necessary, departments shall only receive information about how to accommodate the employee.

The parties agree that they will make best efforts to accommodate disabled employees, including a consideration of whether they can be accommodated within their current position with appropriate and reasonable modification of duties, work schedule, equipment, and training.

Any accommodation considered under this Article shall, at a minimum, meet the legal obligations placed on all parties by the *Human Rights Code*; and, where such accommodations exceed any legal obligation, they will be considered without prejudice and without precedent. The provisions of this Article do not place any obligation on employees, the Union, or the University that exceeds those set out under the *Human Rights Code*.

## **ARTICLE A 8 - LABOUR MANAGEMENT RELATIONS**

### **A 8.01**

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

### **A 8.02**

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of two or more representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to modify the terms of this Agreement. Such meetings shall be held at a mutually agreeable time upon the request of either party.

Meetings shall be scheduled within ten (10) working days of the request, or as soon thereafter as is reasonable. Agenda items will be exchanged five (5) days prior to the meeting

### **A 8.03**

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

### **A 8.04**

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

## **ARTICLE A 9 – UNION REPRESENTATIVES**

### **A 9.01 Recognition of Union Stewards, Representatives and Grievance Committee**

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

### **A 9.02 Permission to Leave Work**

The Employer agrees that Stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is agreed that no Union official or Steward shall leave

their work without obtaining permission from their Supervisor which shall not be unreasonably withheld. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at times which do not conflict with scheduled teaching assignments. When this is not possible, an employee, whether as a grievor, witness, or Union representative who is required to miss a teaching assignment shall suffer no loss of pay and benefits to which they would otherwise be entitled as a bargaining unit employee.

## **ARTICLE A 10 - DISCIPLINE**

### **A 10.01 Right to Union Representation**

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

### **A 10.02 Formal Reprimand**

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

Remarks, suggestions, or comments, formal or informal, designed to correct or improve non-culpable performance are not disciplinary in nature.

### **A 10.03 Discipline and Discharge**

An employee may be suspended or discharged for just cause.

### **A 10.04 Union Notification**

The Union will be copied on any letter of discipline.

### **A 10.05 Access to the Grievance Procedure**

Any discipline issued by the University may be grieved by the Union. With the exception of formal reprimands, grievances arising from the imposition of discipline shall be commenced at [Step 3](#) of the grievance procedure.

### **A 10.06 Burden of Proof**

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

### **A 10.07 Unjust Suspension or Discharge**

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

## **ARTICLE A 11 - GRIEVANCES**

### **A 11.01 Definition of a Grievance**

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

The Union and University agree that the purpose of a grievance and the grievance procedure is to facilitate dispute resolution and that all parties undertake to engage the process with the good faith intention of resolving disputes.

#### **A 11.02 Union Grievances**

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

#### **A 11.03 University Grievances**

Appropriately designated representatives of the University's Department of Human Resources shall have the authority to initiate University grievances. At all times, Human Resources shall own the grievance. All University grievances shall commence at [Step 3](#) of the Grievance Procedure.

#### **A 11.04 Grievance Procedure**

Except as otherwise set out in this Article, or as limited by [Article A 10.05](#), any complaint shall first be taken up verbally with the parties. Failing settlement of the complaint, it shall be taken up as a grievance according to the procedure **as outlined below. If the verbal discussion between the parties includes the Department Head, then the grievance shall commence at Step 2.**

##### **(a) Step 1**

The grievance shall be stated in writing and shall be submitted to the Department Head with a copy to the Supervisor. The written grievance shall provide:

- (i) a description of the grievance and the incident(s) from which the grievance arose.
- (ii) the suggested remedy.

The Department Head shall meet with the employee within five (5) working days; the employee may be accompanied by a Steward or another Union representative. The Department Head may be accompanied by another member of the Department and a representative of Human Resources.

Following the grievance meeting, the University shall have a maximum of five (5) working days in which to present a written reply to the grievor(s) with a copy to the Union. Failing settlement, the grievance shall proceed to the next step within a maximum of five (5) working days of the University's reply.

For non-departmentalized Faculties, a grievance may commence at Step 2 of the grievance procedure.

##### **(b) Step 2**

Step 2 shall commence upon written presentation of the grievance to the Dean of the Faculty, or designate. The Dean shall meet with the grievor(s), and the Steward (or other Union representative) in an effort to resolve the grievance. The Dean or designate may be accompanied by another member of the Faculty and a representative of Human Resources. Within five (5) days of the grievance meeting, the University shall deliver a written reply to the grievor, with a copy to the Union. Failing settlement, the grievance may be processed to the next step within ten (10) working days following either receipt of the written response or expiry of the above time limit, whichever comes first.

##### **(c) Step 3**

Step 3 shall commence upon written presentation of the grievance to the Department of Human Resources. The parties shall have ten (10) working days in which to meet and attempt to resolve the grievance. If the grievance cannot be resolved, a formal written reply

to the grievance is required. The matter may be referred to arbitration under [Article A 12](#) within thirty (30) days of a formal reply.

#### **A 11.05 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such dispute or grievance shall be initiated at Step 3. A grievance involving health or safety may be initiated at Step 3.

#### **A 11.06 Employees May be Present**

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

#### **A 11.07 Step 3 Disclosure**

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

#### **A 11.08 Time Limits**

The time limits contained within this Article are considered directory, not preemptory. For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent shall be given in writing.

#### **A 11.09 Technical Objections**

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

## **ARTICLE A 12 - ARBITRATION**

#### **A 12.01 Single Arbitrator**

An Arbitrator shall hear an unresolved grievance. The parties will agree on a single arbitrator.

#### **A 12.02 Decision of the Arbitrator**

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

#### **A 12.03 Decision of the Arbitrator**

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

#### **A 12.04 Disagreement on Decision**

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

#### **A 12.05 Expenses of the Arbitrator**

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

between the parties.

#### **A 12.06 Amending of Time Limits**

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

#### **A 12.07**

The Employer agrees that an employee, whether as a grievor, witness, or Union representative, shall be permitted the necessary time off from **their** work without loss of pay and benefits to attend an arbitration hearing. It is agreed that the Employer's obligation is limited, in the case of a witness, to the time the witness' presence is required at the arbitration hearing to give evidence, and in the case of a Union representative, to providing such necessary time off to three (3) representatives. It is further agreed that there will be no undue disruption of work and that an employee shall not leave **their** work without obtaining permission from **their** Supervisor which shall not be unreasonably withheld.

### **ARTICLE A 13 - TECHNOLOGICAL CHANGE**

#### **A 13.01 Definition**

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

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

#### **A 13.02**

If the technological change referred to in A 13.01 is likely to affect the terms and conditions of employment of a significant number of employees to whom the Collective Agreement then in force applies, the Employer shall give sixty (60) days written notice to the Union of its intention to introduce such change. Written notice shall contain the following information:

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

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

#### **A 13.03**

The provision of A 13.02 shall not apply if the change is beyond the control of the Employer. It is agreed that changes occasioned by reduction in government funding or by significant reductions in enrollment shall be construed as being beyond the control of the Employer.

#### **A 13.04**

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

## ARTICLE A 14 – HOLIDAYS

### A 14.01 Holidays

No employee shall be required to work on any of the following holidays:

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

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

## ARTICLE A 15 - PICKET LINES

### A 15.01

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

### A 15.02

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

## ARTICLE A 16 - HEALTH AND SAFETY

### A 16.01 Cooperation on Safety

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

### A 16.02 Safety Committee

It is agreed that employees shall have a representative on any **Joint Occupational Health and Safety Committee or Local Safety Team** where members of the bargaining unit are employed. **Employees participating in a Joint Occupational Health and Safety Committee or Local Safety Team shall receive time off with pay in accordance with Section 40 & 41 of the Workers Compensation Act.**

### A 16.03 Proper Training

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

### A 16.04 Safety Equipment

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

#### **A 16.05 Known Hazards**

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

#### **A 16.06 Temporary Relocation**

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

#### **A 16.07 Transportation of Accident Victims**

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

#### **A 16.08 Right to Refuse Unsafe Work**

All employees have the right to refuse unsafe work or to refuse to work in an unsafe workplace. Should an employee decide that their work or workplace is unsafe, they 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 endeavor to inform their immediate supervisor or designated department authority of the reasons for their 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 they have acted in compliance with this clause, Industrial Health and Safety Regulations, or an order made by an officer of Worksafe BC.

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

#### **A 16.09 Field School Safety Orientation**

**Prior to the commencement of a field school, participating employees shall be given an orientation that includes a review of [Article A 16](#), all relevant UBC policies, and the approved Field Work Safety Plan filed with UBC Safety & Risk. As per [Article A 16.03](#), this orientation shall be scheduled as time worked.**

### **ARTICLE A 17 - GENERAL CONDITIONS**

#### **A 17.01**

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

#### **A 17.02**

The Employer shall ensure that an employee shall have access to a mailbox located within the department of **their** employment.

#### **A 17.03**

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

## **ARTICLE A 18 - CORRESPONDENCE**

### **A 18.01**

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

### **A 18.02**

Article A 18.01 shall not preclude communication between officials of the Employer and officials of the Union. However, neither the Employer nor the Union shall be bound to positions not set out in correspondence according to Article A 18.01.

## **ARTICLE A 19 - EMPLOYEE RECORDS**

### **A 19.01 Employee Files**

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

### **A 19.02 Performance Evaluation**

If a performance evaluation is prepared, whether at the request of the Employer or the employee, it shall be dated and a copy provided to the employee within five (5) working days. A copy will be placed on the employee's file.

## **ARTICLE A 20 - INDEMNITY**

### **A 20.01**

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

### **A 20.02**

The Employer shall ensure that where an action is brought against an employee as a result of the employee carrying out a function of **their** employment, whether or not **they** continue in that employment, the Employer shall conduct the action and may settle or defend the claim, and will indemnify the employee for and save the employee harmless from all costs, legal fees and other

expenses arising from any such action, provided that the employee complies with all reasonable requests of the Employer in defending any such action and assigns to the Employer all costs recovered or recoverable in any such action.

## **ARTICLE A 21 - TERM OF AGREEMENT**

### **A 21.01**

This Agreement shall continue in full force and effect from September 1, **2022** until August 31, **2025**. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement (August 31, **2025**) notify the other party, in writing, of its desire to negotiate a new or revised Collective Agreement.

### **A 21.02**

Failing agreement by August 31, **2025**, this Agreement will continue in force until:

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

## **ARTICLE A 22 - INTERPRETATION AND DEFINITIONS**

### **A 22.01 Supervisor**

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

### **A 22.02 Working Days**

For the purposes of Articles A 8, A 11, A 12, A 19, B 2, B 3, B 6, C 1, C 5 and C 9, working days shall mean Monday to Friday inclusive, excluding those days described in [A 14](#) (Holidays).

### **A 22.03 Reappointment**

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

### **A 22.04 Department**

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

### **A 22.05 Pool of Preferred Candidates (Pool)**

Each department shall develop a Pool of preferred candidates for positions in the bargaining unit from applications submitted in accordance with [Article B 3.02 \(c\)](#). This shall be known as the Pool. Preferred candidates are those who have taught previously, submitted applications and meet the criteria for reappointment (including not having exceeded time limits for preference for reappointment).

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

### **A 22.06 Teaching Assistant**

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

## **SCHEDULE A 1 – DUES DEDUCTION FORM**

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

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

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

Department/Faculty

Name of Employee

Date

Home Telephone Number (optional)

E-Mail Address

Signature of employee

## LETTER OF UNDERSTANDING A1 - RE: EXPEDITED ARBITRATION

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

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

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 13, 2023

June 13, 202

## LETTER OF UNDERSTANDING A2 - RE: OVERPAYMENTS

In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee that is under five-hundred dollars (\$500), and such error has been made in good faith, the University shall be entitled to recover any overpayment, provided the error has been reported by the employee, that the University confirms the amount(s) owing to the employee; or, where the University discovers the error that a detailed breakdown of the error is given by the University to the affected employee as soon as practicable, under the following conditions:

1. Unless the employee proposes an alternative payment plan, the installment amounts will be made by payroll deduction on the following basis:
  - a. For employees earning less than five hundred dollars (\$500) per pay period, the parties agree to reach an agreement on repayment terms within thirty (30) calendar days;
  - b. For employees earning more than five hundred dollars (\$500) but less than one thousand dollars (\$1000.00) per pay period, the maximum amount deducted per pay period shall be twenty-five dollars (\$25.00);
  - c. For employees earning more than one thousand dollars (\$1000.00) per pay period but less than two thousand dollars (\$2000.00) per pay period, the maximum amount deducted per pay period shall be fifty dollars (\$50.00);
  - d. For employees earning more than two thousand dollars (\$2000.00) per pay period but less than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be seventy five dollars (\$75.00);
  - e. For employees earning more than three thousand dollars (\$3000.00) per pay period, the maximum amount deducted per pay period shall be one hundred dollars (\$100.00).
2. In the event the overpayment exceeds five-hundred dollars (\$500.00), the parties agree that every effort will be made to reach an agreement on repayment terms within thirty (30) calendar days.
3. When an employee disputes that an overpayment occurred, or the amount owing, recovery shall not be made under this letter.
4. Any grievance filed relative related to this Letter of Understanding will be heard at Step 3 and referred to Expedited Arbitration.
5. In the event the employee leaves the employment of the University before the University is able to fully recover an overpayment, the University shall be entitled to make a full recovery at the time and reduce accordingly any payments that might be owing to that employee on termination to recover the overpayment.
6. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the University.

This Letter of Understanding does not apply where the overpayment results from an act of bad faith or other culpable action.

For the University:

For the Union:

"Korey Onyskevitch"  
Date: June 21, 2023

"David Huxtable"  
June 21, 2023

## LETTER OF UNDERSTANDING A3 - RE: OPPORTUNITIES FOR UNDERREPRESENTED GROUPS

The University and Union agree to establish a working group within one hundred and twenty (120) days to discuss in good faith recommendations on methods and manners to further promote equity, diversity and inclusion within the Collective Agreement and to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented.

The purpose of the working group is to:

- 1) Examine, identify and recommend areas within the Collective Agreement wherein initiatives and programs may be undertaken to advance and promote equity, diversity and inclusion for historically underrepresented groups.
- 2) Where appropriate, the working group may recommend changes to the Collective Agreement consistent with Article [A1.03](#) for consideration by the parties.

The working group will have a maximum of four (4) representatives from each party. It is also understood that from time to time, additional resource people over and above the four (4) representatives may be required to attend. The working group shall meet every two (2) months, or more often as necessary.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 22, 2023

June 22, 2023

## **LETTER OF AGREEMENT A4 - RE: FRENCH LANGUAGE TRANSLATION**

The parties agree to the translation of the Collective Agreement in French. Translation services will be provided by the Union.

Should a question of interpretation arise from any Article of this Collective Agreement, the English language version of the Collective Agreement will prevail.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: April 25, 2023

April 25, 2023

## LETTER OF AGREEMENT A5 - RE: 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 April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in [Schedule B1](#) and [Article C13](#) of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve 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 months from March 1, 2021 to February 28, 2022 was 3.4%.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 22, 2023

June 22, 2023

## **LETTER OF AGREEMENT A6 - RE: TARGETED WAGE ADJUSTMENT (UTA 1)**

In recognition of the low wage rate of the UTA 1 classification relative to other classifications in the Collective Agreement, the University will provide wage adjustments to address such.

The adjustments will be made effective September 1, 2023 in the amount of \$0.25/hour in the UTA 1 classification.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28, 2023

June 28, 2023

## **LETTER OF AGREEMENT A7 - RE: TARGETED WAGE ADJUSTMENT (UTA 2)**

In recognition of the low wage rate of the UTA 2 classification relative to other classifications in the Collective Agreement, the University will provide wage adjustments to address such.

The adjustments will be made effective September 1, 2023 in the amount of \$0.75/hour and September 1, 2024 in the amount of \$0.25/hour in the UTA 2 classification.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28, 2023

June 28, 2023

**LETTER OF AGREEMENT A8 - TARGETED WAGE INCREASE - (INVIGILATORS IN THE CENTRE FOR ACCESSIBILITY)**

In recognition of the low wage rate of the Invigilator classification relative to other classifications in the Collective Agreement, the University will provide wage adjustments to address such.

The adjustments will be made effective September 1, 2023 in the amount of \$0.75/hour and September 1, 2024 in the amount of \$0.25/hour in the Invigilator classification.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28, 2023

June 28, 2023

## Part C: Component 2 – English as an Additional Language Instructors

Containing all Articles and Letters of Understanding and Agreement that apply to members of the bargaining unit employed as English as an Additional Language Instructors:

### ARTICLE C 1 - DEFINITION OF EMPLOYEE

#### C 1.01 Employee

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

#### C 1.02 Regular and Casual Employees

- (a) A **regular** employee is an employee who **has been** hired to fill a position of more than **9 weeks** duration or a casual employee who has passed their probationary period. Such employees may be hired to work either full-time or part-time.
- (b) A casual employee shall mean an employee who is hired to fill a short-term position to a maximum of nine (9) weeks' duration except by mutual agreement of the parties.

#### C 1.03 Regular Full-Time and Part-Time Employees

- (a) A full-time employee shall mean an employee who has a workload of at least fifteen (15) instructional contact hours per week.
- (b) A part-time employee shall mean an employee who has a workload of between eight (8) and fourteen (14) inclusive instructional contact hours per week.

#### (c) Changing Status

- (i) Employees on the Seniority List **are permitted to change their full-time or part-time status from the previous year, and** shall notify the University no later than June 30 of each year of their **full-time or part-time** status for the following **academic** year. Any change in status from part-time to full-time declared at this time will be accommodated as per seniority subject to the availability of work. The University shall not bump or displace full-time employees to accommodate a status change request.

In the absence of any declaration, employees who taught or will teach full-time, **or were on paid full-time leave**, for at least thirty-four (34) weeks in the current **academic** year will be assumed to have declared full-time for the following **academic** year. For the purposes of this article, weeks on paid full-time leave will be counted towards the thirty-four (34) weeks. All others will be assumed to have declared part-time.

- (ii) Part-time employees may request a full-time assignment sixty (60) days prior to the beginning of any available work. The University shall accommodate such requests subject to the operational requirements, requests made pursuant to [C 3.03 \(e\) \(i\)](#), and seniority, in that order.  
Requests made after the sixty (60) day deadline shall only be accommodated after giving consideration to all other requests; including employees on layoff, non-seniority list

bargaining unit members, and casuals already hired for an assignment.

## **C 1.04 Regular Part-Time Employee Benefits**

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

- a) **Sick Leave ([Article C 5.02](#))**  
**Regular** part-time employees shall receive sick leave pay on a pro rata basis, according to the number of hours worked in the previous month.
- b) **Statutory Holidays ([Article A 14.01](#))**  
**Regular** part-time employees who have worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. **Regular** part-time employees who **have** worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.
- c) **Bereavement Leave ([Article C 5.05](#))**  
Regular part-time employees shall receive pay for **bereavement** leave on a pro rata basis, according to the number of hours worked in the previous month.
- d) **Vacation Entitlement ([Article C 4](#))**  
**Regular** part-time employees shall accumulate and receive vacation **pay** on a pro rata basis according to the number of hours worked in each month.
- e) **Maternity Leave ([Article C 5.03](#))**  
**Regular** part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article C 5.03.

## **ARTICLE C 2 - HOURS OF WORK AND WORKLOAD**

### **C 2.01 Hours of Work**

- (a) The Employer shall not require any employee to teach without interruption for more than two (2) consecutive hours. Employees shall be entitled to twenty (20) minute break every two (2) hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.
- (b) On any given day, the Employer shall not require an employee's scheduled duties to span a period of more than eight (8) hours without **their** agreement.
- (c) The Employer shall not require any employee to perform teaching or related duties amounting to more than seven (7) hours per day without **their** agreement.
- (d) The Employer shall make every reasonable effort not to reschedule work in such a way that an employee must accept a reduced workload, resign or be dismissed.

### **C 2.02 Standard Work Week and Standard Work Year**

- (a) "Standard work week" shall mean a five (5) day work week and have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of eighteen (18) instructional contact hours with the remaining hours to be associated duties.
- (b)
  - (i) "Standard work year" shall comprise forty-two (42) weeks of instructional contact.
  - (ii) The forty-two (42) weeks of instructional contact referred to in [Article C 2.02 \(b\) \(i\)](#) may be extended for one or more employees by mutual agreement of the employee and the employer by up to four (4) weeks in the event of operational requirements. Notwithstanding [Article C 10.01](#), and subject to [Article C 2.01 \(c\)](#), an employee who

works in that four (4) week period shall be paid **their** regular wages and not overtime pay.

(c) Duties and responsibilities include:

- (i) Assesses students for level placement and conducts student orientation;
- (ii) Instructs students in assigned courses;
- (iii) Prepares course outlines and daily lessons;
- (iv) Assigns, receives and marks student course work and provides ongoing feedback;
- (v) Evaluates and/or appraises students as required and keeps appropriate records;
- (vi) Advises and consults with students regarding their linguistic progress;
- (vii) Organizes and maintains course files and materials;
- (viii) Conducts educational field trips and other special class activities;
- (ix) Attends socio-cultural functions **and other program events** as required;
- (x) Holds office hours as required;
- (xi) Attends staff, committee, professional development and other ELI meetings;
- (xii) Remains current with and incorporates new learning technologies into classroom teachings;
- (xiii) Trains student teachers;
- (xiv) Prepares course development materials on approved instructional time release;
- (xv) Works on special projects as agreed with the department head or designate;
- (xvi) Remains current in field of instruction **and with ELI course curriculum**;
- (xvii) Attends and presents workshops at EAL professional development events;
- (xviii) Performs such other associated duties as may be assigned.

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

(d) **Instructors' Year Plan**

**The instructors' year plan shall be provided to all employees on an annual basis and the following information: instructional hours, vacation time, non-instructional hours, project work and unpaid time off.**

## **ARTICLE C 3 - JOB POSTING AND SELECTION**

### **C 3.01 Job Postings**

All vacant positions within the bargaining unit shall be posted and distributed by electronic means to all working members of the bargaining unit at least five (5) working days prior to the expected closing date of the posting. They shall be posted at least sixty (60) calendar days prior to the commencement of the position, where possible.

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

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

### **C 3.02 Right to Apply**

- a) Any employee shall have the right to apply for any posted vacancy.

- b) Upon request, unsuccessful applicants shall be notified in writing of the reasons they were unsuccessful.

### **C 3.03 Hiring Policy**

- a)
  - (i) The Employer shall fill vacancies from within the bargaining unit in order of seniority, providing employees are available with the required minimum qualifications before hiring new employees.
  - (ii) Seniority shall determine course assignment and schedule selection in accordance with [C 1.03 \(a\)\(i\)](#).
- b) Minimum qualifications are:
  - (i) An applicable Masters' Degree;
  - (ii) Instructors shall have a knowledge of the language to be taught which is equivalent to that of a native speaker;
  - (iii) Instructors shall have suitable training in methods and techniques of language instruction.
  - (iv) Three (3) years of relevant experience.**
- c) Any change in the minimum qualifications for any position in the bargaining unit will be made only upon mutual agreement in writing between the parties.
- d) A new employee shall complete a probationary period as follows:
  - i) satisfactory completion of thirty-three (33) teaching weeks where thirty-two (32) teaching weeks were completed within the **designated programs**; or
  - ii) satisfactory completion of the teaching requirements of a standard work year as defined in [Article C 2.02 \(b\)\(i\)](#).

An employee shall be required to complete the teaching requirements of the probationary period within the time period set out in [Article C 8.02\(a\)](#).

Upon application by the employee, the probationary period may be extended by a reasonable period of time.

**The Employer** shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked. See also [Article A 16.03](#).

### **C 3.04 Work Opportunities**

All anticipated (confirmed and tentative) work opportunities in the bargaining unit will be posted. Any changes to these work opportunities, or additional work opportunities will be posted as soon as possible. Where possible employees will have ten (10) working days to indicate their interest in posted work opportunities.

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

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

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

### **C 3.05 Temporary Assignments Out of the Bargaining Unit**

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

### **C 3.06 Secondment**

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

### **C 3.07 Selection Committees**

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

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

## **ARTICLE C 4 - VACATIONS**

### **C 4.01 Definition of Terms**

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

### **C 4.02 Vacation Entitlement**

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

When an employee is eligible for sick leave while **they are** on paid vacation, illness or injury during such time shall not be tabulated against the employee's vacation entitlement but shall be tabulated against the employee's sick leave, subject to presentation of supporting medical certificate or other proof of illness or injury.

### **C 4.03 Retirement**

All employees, upon retirement from the Employer, shall be entitled to the same vacation which they would have had if they continued working to the end of the calendar year.

## **ARTICLE C 5 - LEAVE**

### **C 5.01 Leave of Absence Without Pay**

- (a) An employee (full-time or part-time) may apply for a leave of absence without pay for up to **one (1) year, with the possibility of extension** to two (2) years without loss of seniority. **Leaves of absence and extensions shall not be unreasonably denied.**
- (b) The employee shall submit a request in writing to the Department Head, normally no later than two (2) months prior to the 1st day of term, stating the reasons for the leave. Requests submitted later than two (2) months prior to the 1<sup>st</sup> day of term will be considered provided the employee provides a reasonable explanation for the later request. The Employer shall reply within one (1) month to **all** such requests. Permission shall be obtained in writing from the Department Head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.
- (c) Upon return to work, the employee shall be placed in **their** former position.
- (d) An employee on leave may maintain coverage on the following plans by **making the appropriate arrangements** to pay their share of the following premiums/contributions:
  - Medical Plan
  - Dental Plan
  - Extended Health Plan
  - Group Life Insurance Plan
  - Long-Term Disability Insurance Plan
  - Pension Plan
- (e) A leave of absence must be full-time.

### **C 5.02 Sick Leave**

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

- (a) No employee shall be severed or lose seniority because of illness.
- (b) Proof of Illness
  - (i) An employee who is unable to perform their duties because of illness or injury must report by telephone or otherwise to their Department Head or designate as early as possible, normally by the starting time on the first day away. Subject to paragraph 2 (b) below, the employee must report each day.
  - (ii) In case of illness or injury exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.
    1. Upon return to work, the employee will be required to complete a standard "Proof of Illness" form provided by the Employer.
    2. The Employer may require a report on the health of an employee if the employee is absent for more than six (6) days. If an employee has recurring absences or is unable to do their job, a medical examination

and report may be requested by the Employer. If the employee does not produce a satisfactory report on their health or fails to undergo reasonable treatment resulting from the examination, the Employer may cancel their sick leave.

(c) **Medical and Dental Appointments**

Employees shall be granted reasonable time off with pay for medical or dental appointments. Employees shall schedule such appointments so that they do not conflict with duties, where possible. Excessive use of medical or dental appointments may require medical or dental certificates.

(d) **Sick Leave Pay**

(i) Employees will be granted leave of absence with pay due to illness or injury, up to a maximum of six (6) months for each illness or injury.

(ii) 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, prorated based on percentage of appointment.

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

(e) **Illness or Injury of Dependents**

(f) An employee who has dependents may use up to a maximum of five (5) days of their sick leave in each calendar year to deal with the illnesses or injuries of such dependents.

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, for purposes of this paragraph 5, if they are related to the employee by blood, marriage or adoption, or, as common-law spouse or same sex partner, are living in a marriage-like relationship with the employee.

For employees in their probationary period and covered by [C 5.02\(d\)\(ii\)](#) above, sick leave for the illnesses or injuries of dependents shall be limited to three (3) days. This provision is subject to the employee maintaining a personal annual accumulation of sick leave in excess of twelve (12) days to comply with *Employment Insurance Act* Regulations.

(g) **Workers' Compensation**

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

(h) **Subrogation**

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

(i) **Joint Education Program**

The Employer and the Union agree to establish a joint committee to develop an education

program on the nature of this Article.

### **C 5.03 Maternity, Parental and Adoption Leave**

Employees are entitled to maternity and parental leave in accordance with the *Employment Standards Act and Regulation*. Accordingly, employees are entitled to the following:

#### **(a) Maternity Leave**

- (i) A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. The maternity leave must start no earlier than thirteen (13) weeks before the expected birth date of the child, and no later than the actual birth date. This leave must end no later than seventeen (17) weeks after the maternity leave begins.
- (ii) An employee who requests maternity leave after the termination of their pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken as of the date of the termination of the pregnancy and it must end no later than 6 weeks after that date.
- (iii) An employee must apply for maternity leave in writing to their supervisor at least four (4) weeks prior to the anticipated start date of their maternity leave. The University may require a certificate from a medical or nurse practitioner stating the expected or actual birth date.
- (iv) An employee who requests maternity leave is entitled to an additional six (6) consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's maternity leave ends. A request for additional leave must be made in writing and the University may require medical documentation outlining the reasons for requesting the additional leave.

#### **(b) Parental Leave**

- (i) A parent who takes maternity leave as set out in [Article C 5.03\(a\)\(i\)](#) is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave. This parental leave must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is 78 weeks of unpaid leave plus any additional maternity and/or parental leave pursuant Article C 5.03(a)(iv) and/or C 5.03(b)(v).
- (ii) A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
- (iii) An employee who adopts a child is entitled to up sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.
- (iv) An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave. The University may require medical documentation or other evidence of the employee's entitlement to parental leave.
- (v) If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave. A request for additional leave must be made in writing

and the University may require medical documentation or other evidence of the employee's entitlement to this additional leave.

- (vi) When an employee decides to return to work after maternity and/or parental leave, they must provide the University with at least two (2) weeks written notice of their return. On return from maternity and/or parental leave, the employee shall be placed in their former position. If their former position no longer exists, they shall be placed in a comparable position in their department.
- (c) **Additional Provisions**
- (i) An employee on maternity or parental leave may maintain coverage on the following plans by continuing to pay their share of the following premiums/contributions:
- Dental Plan
  - Extended Health Plan
  - Group Life Insurance Plan
  - Long-Term Disability Insurance Plan
  - Pension Plan
- (ii) An employee on maternity or parental leave shall not lose seniority entitlements. Except as specifically set out within this Article, 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.

#### **C 5.04 Leave for Domestic Violence**

Where leave from work is required due to an employee and/or an employee's dependent child or dependent person under their care 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.

#### **C 5.05 Bereavement Leave**

In case of death in the immediate family, an employee shall be entitled to **five (5) full working days** without loss of pay upon notification to the Department Head, through their Supervisor.

**Immediate family shall include** a parent, **parent-in-law, spouse** common-law spouse **or partner, children, grandchildren, sibling, sibling-in-law, grandparents, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). Any relative permanently residing in the employee's household or with whom the employee permanently resides is also considered to be immediate family.**

**For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or their 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).**

In special circumstances, including the death of a family member not listed above, 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.

***The additional leave for self-identifying 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.***

#### **C 5.06 Paid Jury or Court Witness Duty Leave**

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

#### **C 5.07 Leave of Absence for Union Business**

Representatives of the Union will be granted leave of absence without pay to attend to the **business of the Union and its affiliated organizations**. It is agreed that the Department Head **and the Direct Supervisor** will be given at least ten (10) days advance notice in writing, or in case of an emergency, as much notice as possible in writing. It is understood that such leave of absence **shall not be unreasonably denied and** must not interfere with the normal functions of any University department.

#### **C 5.08 Indigenous Leave for Ceremonial, Cultural or Spiritual Events**

A self-identifying 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 a self-identifying Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hoobiye, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

Where a self-identifying 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, as applicable.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under [C5.05 - Bereavement Leave](#), as applicable.

*This Article 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.*

#### **C 5.09 Religious and Cultural Observance Leave**

**The Union and University recognize that employees are from a diverse range of cultural and religious backgrounds. In some situations, this may require time away from work for religious or cultural observances.**

**In the event an employee requires time away from work for cultural or religious observances, they should make their requests to their Manager or Administrative Head of Unit with as much notice as possible. Requests will not be unreasonably denied.**

**Employees may request to take the time off as an unpaid leave of absence in accordance with [Article C5.01](#), vacation in accordance with [Article C4](#), or by rescheduling their work hours, subject to operational requirements.**

## **ARTICLE C 6 - BENEFITS**

### **C 6.01 Medical and Dental Plans**

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

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

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

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

- c) The Employer will allocate 1.85% of annual payroll, on an ongoing basis, toward the improvement of health and welfare benefits. Annual payroll is calculated over the 12-month period preceding March 31<sup>st</sup> each year.

The Employer will provide the following health and welfare benefit plans:

- Medical Services
- Extended Health
- Dental
- Basic Group Life Insurance
- Income Replacement (Long Term Disability) and
- Employee and Family Assistance Program.

The Employer will continue to pay 100% of the premiums for all of the plans listed in paragraph 2, other than Income Replacement Plan (Long Term Disability), the premiums for which remain 100% employee paid, Employee and Family Assistance Program, the premiums for which remain 30% employee paid, and Medical Services Plan, the premiums for which remain 75% employee paid.

The eligibility requirements for the plans shall be as provided for the Collective Agreement as modified by the Letter of Agreement dated September 26, 2000 as noted above.

### **C 6.02 Pension Plan**

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

### **C 6.03 Benefits Information**

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

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

## **ARTICLE C 7 - PERSONAL STUDY BENEFITS**

### **C 7.01 Tuition Fee Benefits**

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

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

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

### **C 7.02 Location**

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

### **C 7.03 Credit/Non-Credit Courses**

Both Credit and Non-Credit courses may be taken.

### **C 7.04 Courses During Working Hours**

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

### **C 7.05 Procedure**

An employee eligible for study benefits as outlined in [Article C 7.01](#) (Tuition Fee Benefit) must first complete the APPLICATION FOR TUITION FEE BENEFIT, available from the Department of Financial Services, and return the form to the Department of Financial Services for authorization. The Department of Financial Services will verify the employee's eligibility and tuition fee benefit, complete the AUTHORIZATION section and return the necessary copies to the employee.

### **C 7.06 Minimum Enrollment Requirements**

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

## **ARTICLE C 8 - SENIORITY**

### **C 8.01 Definition**

Seniority shall mean length of service with the Employer within the bargaining unit and shall be

credited for all service prior to certification of the bargaining unit as designated in Article C 8.02.

### **C 8.02 Seniority**

- (a) All employees shall be placed on the seniority list in accordance with the current hiring priority list issued January 1990. All new employees shall be added to the bottom of the seniority list as of their date of hire or for those moving from casual employee status, upon completion of the probationary period within a two (2) year period from their first date of hire, as applicable.
- (b) Seniority shall continue during any employee's absence from work due to illness, accident, WCB, general leaves of absence of up to two (2) years, or unjust discharge.
- (c) An employee shall not suffer loss of seniority for any of the following reasons: unjust discharge, layoff, promotion, demotion, transfer, reclassification, compulsory military service, vacation, any recognized leave, or temporary assignment out of the bargaining unit.
- (d) The Employer and the Union agree that notwithstanding the provisions of Article C 8.02 (a) of the Collective Agreement, upon offer of a casual or CUPE appointment which will result in completion of the probationary period, for the purposes of seniority date only, the date of seniority shall be the date and time they were offered the position, in writing, which resulted in them completing their probationary period.

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

### **C 8.03 Seniority List**

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

## **ARTICLE C 9 - DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION**

### **C 9.01 Definitions (for the purposes of this Article)**

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

### **C 9.02 Suspension**

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

### **C 9.03 Discharge**

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

at [Step III](#) of the Grievance Procedure.

#### **C 9.04 Proof of Just Cause**

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

#### **C 9.05 Reinstatement for Unjust Discharge**

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

#### **C 9.06 Disciplinary Action/Employee Files**

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

#### **C 9.07 Notice of Resignation**

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

#### **C 9.08 Vacation Entitlements**

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination, except as provided in Articles C 9.05 and C 9.07.

### **ARTICLE C 10 - OVERTIME**

#### **C 10.01 Definition**

Overtime for full-time employees is that time worked in excess of each employee's standard work year as defined in Article [C 2.02 \(b\)](#).

#### **C 10.02 Authorization for Overtime Pay**

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

## **ARTICLE C 11 - LAYOFF AND RECALL**

### **C 11.01 Definition of Layoff**

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

### **C 11.02 Role of Seniority in Layoffs**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority in accordance with [Article C 8](#).

### **C 11.03 No New Employees**

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

### **C 11.04 Recall Procedure**

#### **(a) Recall to previous regular position**

- i. Employees shall be recalled in the order of their seniority.
- ii. Employees shall remain on the recall list for twelve (12) months.
- iii. **Employees shall be given no less than fifteen (15) working days' notice of recall prior to the first day back to work.**
- iv. **Failure to acknowledge notice of recall within ten (10) working days, unless due to reasonable circumstances, will result in the forfeiture of seniority and recall rights.**

#### **(b) Short-Term Recall (See [Letter of Understanding C1](#))**

- i. Employees on recall shall be canvassed two (2) months prior to a short-term work opportunity.
- ii. Employees shall reply to this canvas within five (5) working days.
- iii. Employees who accept the work opportunity shall be recalled in the order of their seniority.
- iv. Employees must respond to the notice of recall within five (5) working days.
- v. **Refusing a recall after accepting a work opportunity, unless due to reasonable circumstances, may lead to forfeiture of future short-term work opportunities for the remainder of your recall period.**

### **C 11.05 Advance Notice of Layoff**

The Employer shall notify employees who are to be laid off four (4) weeks prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days for which work was not made available. **Upon notification of layoff, an employee may elect to be placed on recall in accordance with Article C 11.04 or elect severance in accordance with [Article C 11.08](#).**

### **C 11.06 Grievance on Layoffs and Recalls**

Grievances concerning layoffs and recalls shall be initiated at [Step 3](#) of the Grievance Procedure.

### **C 11.07 Technological Change**

Where applicable and/or practicable, employees who are about to become displaced by and who

have received notice of layoff due to technological change will be eligible for retraining to equip them for new work parameters and duties resulting from the technological change. Such retraining shall be at the Employer's expense and, whenever possible, shall occur during working hours.

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

If not applicable and/or practicable or in cases where the employee on notice chooses not to accept such retraining, the employee shall inform their Department Head in writing which of the following options they have selected:

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

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

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

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

#### **C 11.08 Severance in Lieu of Layoff/Recall**

**Employees who have elected for severance pay upon notification of layoff will be entitled to severance pay as follows:**

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

#### **C 11.09 Preparation Time Upon Returning From Layoff**

**An employee returning from layoff will be returned to payroll with enough time to prepare for their upcoming course.**

## **ARTICLE C 12 - GENERAL**

#### **C 12.01 Official University Closure**

Should the Employer, or an area of the Employer, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive their regular salary during the closure. (These closures shall not be considered a Special Holiday as in [Article A 14](#) .)

#### **C 12.02 Employees' Library Card**

Employees shall be entitled to a free, personal Faculty Library Card, renewable yearly, for the duration of their employment with the Employer. **All employees, upon retirement from the Employer shall receive a lifetime University Library card, renewable yearly.**

**C12.03 Staff Rooms**

The Employer shall provide and maintain staff rooms.

**C 12.04 Vehicle Policy**

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

**ARTICLE C 13 - SALARY AND STIPENDS**

**September 1, 2022**                    **Increase all rates of pay by a flat rate of \$0.25 per hour and a 3.24% GWI.**

**September 1, 2023**                    **Increase all rates of pay by a 6.75% GWI. (Note: Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)**

**September 1, 2024**                    **Increase rates of pay by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA LOA\*.**

**\* Please refer to Letter of Agreement - Cost of Living Adjustments**

**C 13.01 Salary Scale (per standard work year)**

	<b>2022 Sept 01</b>	<b>2023 Sept 01</b>
Step 1	\$54,552	\$58,236
Step 2	\$56,688	\$60,516
Step 3	\$58,848	\$62,820
Step 4	\$61,008	\$65,124
Step 5	\$63,096	\$67,356
Step 6	\$65,304	\$69,708

Step 7	\$67,416	\$71,964
Step 8	\$69,564	\$74,256
Step 9	\$71,724	\$76,560
Step 10	\$73,448	\$78,876
Step 11	\$76,056	\$81,192
Step 12	\$78,276	\$83,556

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

Increments, where applicable, will normally be automatic, but an increment will be delayed by the length of a leave of absence without pay in accordance with [Article C 5.01](#). The increment delay will equal the number of months of a leave of absence without pay or session out which exceeds three (3) months. Only a leave of absence without pay exceeding three (3) months will cause a delay in an increment. A new step date will be established based on the number of months delayed.

All employees shall receive their pay through direct deposit into their bank account. The Employer shall not make deductions from the salary unless authorized by statute, court order, arbitration order, by this Agreement or by agreement between Employer and employee.

**C 13.02 Part-Time Salary**

Part-time employees shall be paid on a pro rata basis using eighteen (18) instructional contact hours per week as the basis for the pro rata division.

**C 13.03 Payment for Seminars and Workshops**

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

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

## LETTER OF UNDERSTANDING C1 - RE: SHORT-TERM WORK OPPORTUNITIES

Where a **regular** employee is laid off (but still has recall rights), and a work opportunity of **nine (9) weeks** or less arises for which the laid-off **regular** employee meets the reasonable qualifications as set by the Employer, the Employer will offer the work opportunity to the laid-off **regular** employee prior to offering it to a person not possessing recall rights. If the laid-off **regular** employee accepts the work opportunity, they shall receive the benefits of the Collective Agreement except that they shall be paid a wage rate applicable to work opportunities of **nine (9) weeks** or less in duration.

The employee aforesaid shall not start a new 12-month recall period until and unless the cumulative total of such short-term appointments is greater than **nine (9) weeks** in the 12 months immediately following the employee's layoff.

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

The application of the foregoing to individual cases will forthwith be undertaken directly between the parties. Any cases not resolved by the parties shall be referred to an agreed upon arbitrator for resolution.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28 2023

June 28 2023

## LETTER OF UNDERSTANDING C2 - RE: DESIGNATED PROGRAMS

The following provisions apply to the **designated programs**.

### 1. Workload:

- a. An employee who teaches **five (5) – eight (8) week terms of Designated Programs** shall be deemed to have met the instructional commitment set out in Article [C 2.02\(b\)\(i\)](#). Except as provided by [Article C 4.00](#), no additional paid vacation or unpaid leave of absence will be granted, and employees will be required to perform non-instructional duties in the event of a shortfall between instructional contact and the workload requirements of [C 2.02\(b\)\(i\)](#).
- b. The Employer confirms that individual consideration will be given to proposed Instructors' Year Plans in a manner consistent with the current practice. Where a proposed Instructors' Year Plan does not meet the requirements of Article [C 2.02](#) or provision (a) above, the Employer may deem that Plan to have met the instructional commitment where it is both reasonable and in the Employer's interests.
- c. In the case of conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding takes precedence.

### 2. Vacations:

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

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28 2023

June 28 2023

## LETTER OF UNDERSTANDING C3 - RE: MATERNITY, ADOPTION AND PARENTAL LEAVE

The Supplemental Employment Benefit (SEB) plan is to supplement the Employment Insurance Benefits received by workers for temporary unemployment caused by maternity leave, as per Article [C5.03 \(a\)](#).

1. Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan. The University will verify the receipt of EI benefits by requiring the employees to submit proof of benefits.
2. The benefit level paid under this plan is set at ninety five percent (95%) of the employees' regular weekly earnings; the University will pay the difference between ninety five percent (95%) of the employee's regular earnings and the amount of EI received by the employee.

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

3. This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.
4. The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the University under the provisions of the SEB Plan.
5. Any period of leave of absence beyond the period of maternity leave set out in the *Employment Standards Act* shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions in accordance with [Article C5.01 \(d\)](#) and [C5.03 \(c\) i](#).
6. Notwithstanding the provisions of [Article A1.01](#) and [A2.04](#), the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Understanding) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
  - a. The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.
  - b. The employee shall agree to repay to the University the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.
7. Upon return to work after the leave, the University will pay to the employee 5% of their wages, at the time the leave began, for the initial waiting period and for the period of time EI Benefits were received.
8. An employee may request to receive the SEB plan retroactively after the employee returns to work for six (6) months of service after the leave.

**MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT**

IN ACCORDANCE WITH THE LETTER OF UNDERSTANDING - [ARTICLE C 5.03](#)  
MATERNITY/PARENTAL LEAVE:

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

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

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

Dental Plan	\$ _____	Initial _____
Optional Group Life Insurance Plan	\$ _____	Initial _____
Long Term Disability Insurance Plan	\$ _____	Initial _____

Employee (signature)

Date

University of British Columbia

CUPE Local 2278 Representative<sup>1</sup>

<sup>1</sup> This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 2278, or the individual union representative.

## LETTER OF UNDERSTANDING C4 - RE: INSTRUCTORS' YEAR PLANS – DESIGNATED PROGRAMS

The following specific provisions govern Instructors' Year Plans within the designated programs.

For instructors teaching entirely in the designated programs, a standard year plan will consist of teaching **five (5) – eight (8) week terms** under the conditions specified in the following paragraphs.

1. The year plan provided for in paragraph 1 will commence with the first day of the fall session of the designated programs and end on the last business day preceding the first day of the fall designated programs session of the following calendar year.
2. Nothing in this Agreement will be construed as requiring an instructor to work in excess of forty-two (42) weeks in any year.
3. The Employer will consider requests by part-time instructors to full-time hours for a partial session to pair with another instructor. If requested by the instructor, and agreed to in writing by the Director or designate, such full-time hours worked over a partial session will be deemed to be the equivalent of working half-time for the entire session.
4. An instructor may opt to teach all **six (6) terms** in one (1) year and **four (4)** the next year and receive their normal remuneration and benefits over the two-year period. It is agreed that this would require a signed agreement between the instructor and the Director or designate.

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28 2023

June 28 2023

**LETTER OF AGREEMENT C5 - RE: LONG SERVICE EMPLOYEE SEVERANCE FUND**

**A fund will be established to provide enhanced severance to long service employees in the circumstance where a substantial number of employees at the English Language Institute are laid off. In such circumstances, the parties will meet to discuss the utilization of the fund and specific eligibility criteria.**

**The University will establish a fund of fifty thousand dollars (\$50,000). The parties may not exceed the total funding available in the implementation of enhanced severance.**

For the University:

For the Union:

"Korey Onyskevitch"

"David Huxtable"

Date: June 28 2023

June 28 2023