

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

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

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

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 Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in **their** employment by reason of the following: 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).

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

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

(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 peremptory. 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.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing 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 departmental or area safety committee where members of the bargaining unit are employed. In addition, a representative from the bargaining unit will be invited to join the President's Safety, Security and Fire Prevention Committee, the Biohazards Committee, and the Pollution Control Committee.

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

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

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

A 16.05

The Employer shall advise employees of hazards known to the Employer and associated with the work of the employee. Likewise, the employee shall have the duty to make reasonable efforts to be informed of hazards known to the Employer and associated with the employee's work, and to report to the Supervisor the absence of or any defect in any protective devices, clothing 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

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

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.

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, 2019 until August 31, 2022. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement (August 31, 2022) 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, 2022, 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 A 1 - 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 **they** deem relevant to the grievance;
 - (b) examine any witnesses **they** deem 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 **they** consider 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:

"Mike Vizsolyi"

Date: November 24, 2020

For the Union:

"David Huxtable"

December 4, 2020

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 - PROMOTION, JOB POSTING AND SELECTION

C 1.01 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 1.02 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 1.03 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.
- (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 1.04 Work Opportunities

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

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

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

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

C 1.05 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 1.06 Secondment

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

C 1.07 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 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 a twenty (20) minute break every two (2) hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.
- (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 Terms

- (a) "Standard work week" shall mean a five (5) day work week and have a maximum duty period of thirty-five (35) hours per week, composed of a maximum of eighteen (18) instructional contact hours with the remaining hours to be associated duties.
- (b)
 - (i) "Standard work year" shall comprise forty-two (42) weeks of instructional contact.
 - (ii) The forty-two (42) weeks of instructional contact referred to in Article 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.](#))

ARTICLE C 3 - DEFINITION OF EMPLOYEE

C 3.01 Employee

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

C 3.02 Continuing Employee

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

Continuing Part-Time Employee Benefits:

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

- a) Sick Leave ([Article C 5.02](#))
The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in the previous month.
- b) Statutory Holidays ([Article A 14.01](#))
The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.
- c) Compassionate Leave ([Article C 5.05](#))
The continuing part-time employees shall receive pay for compassionate leave on a pro rata basis, according to the number of hours worked in the previous month.

- d) Vacation Entitlement ([Article C 4.00](#))
Continuing part-time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.
- e) Maternity Leave ([Article C 5.03](#))
Continuing part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article C 5.03.

C 3.03 Full-Time, Part-Time and Casual Employees

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

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

- (iii) Part-time employees granted full-time status in accordance with this article, shall choose their courses according to seniority.
- (iv) A full-time employee may request a reduction in work. For administrative purposes, requests for a reduction in work shall follow the same procedures as set out for Leave of Absence requests under [Article C 5.00](#). Unless or until a reduction in work has been granted, full-time employees are required to accept full-time status and assignments.

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

C 3.04 Retirement

Employees may retire at any time after the fifty-fifth (55th) birthday.

All employees, upon retirement from the Employer:

- a) shall receive a lifetime University Library card, renewable yearly;
- b) be entitled to the same vacation which they would have had if they continued working to the end of the calendar year;

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.

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 two (2) years without loss of seniority.
- (b) The employee shall submit a request in writing to the Department Head, normally no later than two (2) months prior to the 1st day of term, stating the reasons for the leave. Requests submitted later than two (2) months prior to the 1st day of term will be considered provided the employee provides a reasonable explanation for the later request. The Employer shall reply within one (1) month to such requests and shall make every effort to comply with an employee's request for the leave. Permission shall be obtained in writing from the Department Head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.

- (c) Upon return to work, the employee shall be placed in **their** former position.
- (d) An employee on leave may maintain coverage on the following plans by providing post-dated cheques to the Department of Financial Services for their share of the following premiums/contributions:

- Medical Plan
- Dental Plan
- Extended Health Plan
- Group Life Insurance Plan
- Long-Term Disability Insurance Plan
- Pension Plan

- (e) A leave of absence must be full-time.

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
 - (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 dependants 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 Compassionate Leave

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

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

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

In special circumstances, **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.

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

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

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 31st 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) Employees shall be recalled in the order of their seniority.
- (b) Employees shall remain on the recall list for twelve (12) months.

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.

C 11.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at [Step III](#) 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 the operation of such new equipment and procedures 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.

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.

C 12.03 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

C 13.01 Salary Scale (per standard work year)

	2019 Sept 01	2020 Sept 01	2021 Sept 01
Step 1	\$50,340	\$51,348	\$52,380
Step 2	\$52,344	\$53,388	\$54,456
Step 3	\$54,348	\$55,440	\$56,544
Step 4	\$56,352	\$57,480	\$58,632
Step 5	\$58,308	\$59,472	\$60,660
Step 6	\$60,348	\$61,560	\$62,796
Step 7	\$62,328	\$63,576	\$64,848
Step 8	\$64,332	\$65,6160	\$66,924
Step 9	\$66,324	\$67,656	\$69,012
Step 10	\$68,352	\$69,720	\$71,112
Step 11	\$70,368	\$71,772	\$73,212
Step 12	\$72,432	\$73,884	\$75,360

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 English as an Additional Language Head Instructor

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

See [Appendix I](#) for the qualifications and list of duties and responsibilities of English as an Additional Language Head Instructor position.

When new English as an Additional Language Head Instructor positions are created, the Employer will consult with the Union to determine an appropriate job description. All English as an Additional Language Head Instructor positions will be limited to a three (3) year appointment period at which time the position will be re-posted. English as an Additional Language Head Instructor positions may be extended beyond the three (3) year appointment period with approval of the Union. It is agreed that the Employer will not be required to replace more than one (1) English as an Additional Language Head Instructor in a six (6) month period.

C 13.03 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 13.04 Master's Degree

Employees who complete a Master's degree will receive a one (1) step increase in wages on the first of the month following their graduation, as confirmed by the Registrar's Office, or six (6) months after the effective date of their last step increase, whichever comes later. The date of this step increase will then become their anniversary date for the purposes of future step increases. Should there be a dispute on whether an employee has an equivalent of a master's degree in TESL, the Director of the ELI (or **their** designate) and the union representative of CUPE Local 2278 Component II shall meet to resolve the matter.

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

C 13.05 Payment for Seminars and Workshops

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

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

APPENDIX 1

Position: English as an Additional Language Head Instructor

Qualifications:

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

Duties include:

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

Remuneration: See [C 13.02](#) of Collective Agreement.

APPENDIX 2 - SEB PLAN

1992 September 9

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

Dear Sir/Madam:

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

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

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

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

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

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

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

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

SEB payments will be kept separate from payroll records.

- (7) Under the terms of the Memorandum of Agreement, the duration of the SEB plan is technically from date of ratification to September 1, 1994 inclusive but the parties agree that implementation of the plan is contingent upon approval by your office.
- (8) The University will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (9) Employees do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in the plan.
- (10) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

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

"Stephen Gorham"
For the University

"Peter Lane"
For the Union

Date: September 9, 1992

LETTER OF UNDERSTANDING C 1
RE: SHORT-TERM WORK OPPORTUNITIES

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

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

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

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

For the University:

For the Union:

"Mike Vizsolyi"

"David Huxtable"

Date: July 9, 2015

LETTER OF UNDERSTANDING C 2

RE: C3 CORE PROGRAMS

The following provisions apply to the **designated programs** and Academic English Support, collectively referred to as the "Core Programs".

1. Workload:

a. An employee who teaches two and one-half (2.5) full sessions of a Core 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.

Signed on behalf of the University:
For the University:

Signed on behalf of the Union:
For the Union:

"Mike Vizsolyi"

"David Huxtable"

Date: July 15, 2015

LETTER OF AGREEMENT C 3

RE: ARTICLE C 5.03 MATERNITY, ADOPTION, AND PARENTAL LEAVE

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

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

1. Plan A is the benefit as described in [Article C 5.03](#).
2. Plan B is a Supplemental Employment Benefit (SE(B) as described herein. The object of Plan B is to supplement employment insurance (EI) benefits during a period of unemployment due to pregnancy.
3. The benefit level paid under Plan B is 95% of the employee's regular weekly earnings; the Employer will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI benefits received by the employee.

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

4. During the maternity leave, the SEB benefit will be paid for a total of seventeen (17) weeks [fifteen (15) weeks plus the two (2) week EI waiting period].
5. Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under Plan B. The Employer will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs.
6. Employees do not have the right to SEB payments except **to supplement** EI benefits **during a period of unemployment due to maternity leave**.
7. 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 Employer under the provisions of Plan B.
8. Any period of leave of absence beyond the periods specified **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 benefit plan premiums/contributions in accordance with Articles [C 5.01 \(d\)](#) and [C 5.03 \(c\) i](#).
9. Upon return to work after maternity leave and, where applicable, any additional leave of absence without pay, and where, the employee has opted for Plan B, the Employer will pay to the employee 5% of **their** monthly salary for the first two (2) weeks of the leave and for the period of time Employment Insurance benefits were received.
 - (a) Notwithstanding the provisions of Articles [A 1.01](#) and [A 2.04](#), the employee shall make a written agreement with the Employer on a form (a copy of which is attached and forms part of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - (b) The employee shall make a commitment to return to work at the end of the maternity leave and, where applicable, any additional leave of absence without pay.

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

For the University:

"Mike Vizsolyi"

Date: May 7, 2021

For the Union:

"David Huxtable"

May 7, 2021

MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT

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

I _____ after consulting with a
(Employee(e)(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	_____
Pension Plan	\$ _____	Initial	_____

Employee (signatur(e))

Date

University of British Columbia

CUPE Local 2278 Representative¹

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

¹ This signature implies no liability on the part of the Canadian Union of Public Employees, its local Union 2278, or the individual Union Representative.

LETTER OF AGREEMENT C 4
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 two (2) full sessions and half of the remaining session 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 three (3) **designated programs** sessions in one (1) year and two (2) the next year and receive their normal remuneration and benefits over the two-year period. It is agreed that this would require a signed agreement between the instructor and the Director or designate.

For the University:

For the Union:

"Mike Vizsolyi"

"David Huxtable"

Date: May 7, 2021

LETTER OF AGREEMENT C 5

RE: HEAD INSTRUCTORS AND INCREMENTS

In order to improve operational sustainability, including inefficiencies relating to overlap of Head Instructor assignments, as well as recognize the largely administrative functions of the Head Instructor, the parties agree that the elimination of the classification on the following terms will result in a service improvement to students of the English Language Institute:

1. Effective September 1, 2021, the Head Instructor classification shall be eliminated and the current administrative and non-teaching responsibilities will revert to management.
2. Should enrollment levels not facilitate the elimination of the Head Instructor classification without causing layoffs of Instructors, the University will delay the elimination of the classification for up to one (1) year.
3. The parties agree to amend the annotations to Article [C 13.01](#) as follows:
 - i. Effective September 1, 2021 eliminate advanced degrees and service as a Head Instructor as a requirement for Steps 9 and 10.
 - ii. Effective September 1, 2021 eliminate the requirement for service as a Head Instructor as a requirement for Step 11.
 - iii. Effective September 1, 2021, remove the requirement for service as a Head Instructor from eligibility for Step 12.
4. Upon elimination of the Head Instructor classification, the parties agree that Articles [C 13.02](#), [C 13.04](#), and [Appendix 1](#) are deleted from the Collective Agreement.

For the University:

"Mike Vizsolyi"

Date: February 28, 2020

For the Union:

"David Huxtable"

February 28, 2020