

**COLLECTIVE AGREEMENT**

**between the**

**UNIVERSITY OF BRITISH COLUMBIA**

**and the**

**B.C. GENERAL  
EMPLOYEES' UNION (BCGEU)**

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

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## **ARTICLE 1 - PREAMBLE**

This is the Collective Agreement, made and entered into on the 30<sup>th</sup> day of January 2023, between the University of British Columbia (hereinafter referred to as the "*University*") and the B.C. General Employees' Union, Okanagan campus (hereinafter referred to as the "*Union*"), collectively the "*Parties*." It establishes the terms and conditions of employment for employees of the University for whom the Union has been certified as the sole bargaining agent.

The Parties mutually and expressly acknowledge that the University's Okanagan campus is situated on the traditional, ancestral and unceded territory of the Syilx Okanagan peoples.

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

- (a) Fostering a diverse, inclusive, anti-racist and respectful workplace that reflects the values of the University and the Union;
- (b) Establishing, fostering and enhancing a collaborative and harmonious relationship between the University and the Union;
- (c) To provide for orderly and efficient consideration and settlement of all matters of collective bargaining and mutual interest;
- (d) To provide for orderly and efficient dispute resolution; and
- (e) To maintain the efficient and effective operation of the University, to the benefit of both parties.

Pursuant to the above principles, and in consideration of the Parties' mutual obligations under Section 2 of the *Labour Relations Code*, the Parties agree as follows:

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

### **2.1 Sole Collective Bargaining Agent**

The University or anyone authorized to act on its behalf recognize the Union as the sole collective bargaining agency for its employees classified and covered by this agreement and hereby consents and agrees to negotiate with the Union, or anyone authorized to act on behalf of the Union, in any and all matters covered by this agreement affecting the relationship between the parties to this agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.

### **2.2 Recognized Union Insignia**

- (a) The recognized insignia of the Union shall include the designation "*BCGEU*". This designation shall, at the employee's option, be placed on documents prepared by a member of the Union. This designation shall be placed below the signatory initials on correspondence.
- (b) A union member shall have the right to wear or display the recognized insignia of the Union and post the insignia on virtual backgrounds.

### **2.3 Bulletin Board**

The University shall provide up to two bulletin boards on the UBC Okanagan main campus site in agreed location(s) which the Union shall have the right to post a copy of this agreement and notices of meetings and such other notices as may be of interest to the employees. The University and the Union will discuss future needs for additional boards should other UBC Okanagan sites be created.

## **2.4 Technical Information**

The University agrees to provide the Union such public information and such information relating to employees in the bargaining unit as is available and as may be required by the Union for collective bargaining purposes.

### **ARTICLE 3 - RIGHTS OF MANAGEMENT**

Except as otherwise provided in this agreement, the University or its delegated officer has exclusive control over the management, supervision and administration of the University and the direction of the working force.

### **ARTICLE 4 - CONFLICTING AGREEMENTS**

The University agrees not to enter into any agreement or contract with the union employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement will be null and void. In the event that there is a conflict between the contents of this agreement and any regulations made by the University or its administrators, this agreement shall take precedence over the said regulation, except for provisions derived from or under provincial legislation.

### **ARTICLE 5 - CERTIFICATE OF BARGAINING AUTHORITY**

#### **5.1 Excluded Positions**

This agreement shall relate only to employees and categories of employees referred to in the Certificate of Bargaining Authority issued by the Labour Relations Board under date of August 14, 1973, and covering only Non-Teaching Staff as expressly provided in Appendix A. Other categories of Non-Teaching Staff may be added subsequent to the anniversary date of this agreement, but in any event the following shall be excluded:

- Administrative Assistant, Deputy Vice Chancellor and Principal's Office
- Administrative Assistant, WRAP
- Administrative Assistant, Deputy Vice Chancellor and Principal's Office
- Administrative Assistant, Office of the Provost and Vice Principal
- Administrative Assistant to the AVP Students, Associate Vice-President Student's Office
- Administrative Assistant, Human Resources
- Administrative Assistant, University Relations Office
- Administrative Assistant, AVP Research Office
- Executive Administrative Assistant, Office of the Provost and Vice Principal
- Executive Administrative Assistant, Deputy Vice Chancellor and Principal's Office

#### **5.2 New Classification**

(a) When the University creates a new position and prior to filling the position, the University shall consult with the Union to determine whether or not that position ought to be included as a new classification in this agreement. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the BC Labour Relations Board (BCLRB). Where the parties fail to agree and pending a decision from the BCLRB, the position may be filled and worked.

(b) The University shall provide the Union with a copy of the organizational chart for the department where the position is located, a copy of the position's job description and copy of the job description for the position which supervises the position in question.

### **5.3 Change in Status of Position**

If an existing position is changed, such that the Union has concerns about its status, the information as described in Clause 5.2 shall be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the BCLRB. Where the parties fail to agree and pending a decision from the relevant body administering the BCLRB, the position may be filled and worked in the jurisdiction in which the position is currently contained.

## **ARTICLE 6 - UNION SECURITY**

### **6.1 Union Membership**

Employees who are now or hereafter become members of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall become a member of the Union as a condition of employment, except where applicable under prevailing legislation.

## **ARTICLE 7 - GENERAL**

### **7.1 Access to the Collective Agreement**

It is understood by all parties that only staff governed by the collective agreement have access to any provisions of that agreement.

### **7.2 Personnel File**

An employee, or upon written authority, designate, shall have access to all material in the employee's official personnel file at a time or times mutually convenient to the University and the employee. Examination of the contents of the official personnel file shall be in the presence of the person authorized by the University. An employee shall be provided, at the time of filing, with a copy of evaluation performance statements, letters of commendation and censure, and any other documents which may be the basis of disciplinary action. Letters of censure will indicate a copy is to be placed in the personnel file.

## **ARTICLE 8 - NEW EMPLOYEES AND UNION MEETINGS**

### **8.1 Employer to Acquaint New Employees**

The University agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

The University shall provide new employees with:

- the link to the current collective agreement;
- a digital union membership application link in Workday;
- a mutually agreed upon text block in their appointment letter with the Union's bargaining unit Chair's contact information;
- a reminder included in their appointment letter to arrange an orientation period.

The University agrees to provide the union Bargaining Chair with separate reports within 15 days after each pay period of all new hires, terminations, promotions and transfers. Such notification shall include the employee's name, personal contact and business contact information, department, classification full-time or part-time status, salary and continuing, sessional or temporary status.

Home or personal numbers and email addresses obtained from this list will not be disclosed by the Union to or used on 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.

## **8.2 Union Meetings**

(a) The University agrees to allow four 90-minute meetings in each calendar year. The Union may arrange when meetings are to be held provided at least 10 days' advance notice is given.

Employees scheduled to be at work that day shall make all necessary arrangements, with their immediate supervisor, to be absent for the period of up to 90 minutes.

Employees at work at the time of the meeting may be allowed to take up to 90 minutes of paid leave from work to attend such meetings provided the operations of the department are not affected. Where the operations of the department are affected, one employee from each department may be allowed to attend.

The parties agree that the University is not required to schedule additional employees to replace an employee absent as a result of this meeting.

(b) The University will ensure the union Chairperson has access to the UBC space booking system for arranging suitable meeting space.

## **ARTICLE 9 - CHECK-OFF OF UNION DUES**

### **9.1 Deduction of Membership Dues**

Each pay period the University shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular dues payable to the BCGEU. Dues or payments in lieu shall be considered owing in the period for which they are deducted.

### **9.2 Assessment Levied - Constitution and Bylaws**

The University shall deduct from any employee, upon written consent of that employee, any assessments levied in accordance with the BCGEU Constitution and/or Bylaws.

### **9.3 Information Provided to BCGEU**

The University agrees to make every reasonable effort to provide on a monthly basis the following information electronically to the President of the BCGEU:

- employee surname
- employee first name
- business contact information
- personal contact information
- base job classification
- start date

- salary
- monthly dues
- year-to-date dues.

Home and personal telephone numbers and email addresses obtained from this list will not be disclosed by the Union to, or used on 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 University will provide employee identification numbers for each bargaining unit employee to the Union.

#### **9.4 T4 Reporting of Dues**

The University shall include on each employee's T4 statement the amount of the deductions paid to the Union by the employee in the previous year.

#### **9.5 Union to Advise Employer re Amount of Dues**

Before the University is obliged to deduct any amount under Clause 10.1 of this article, the Union must advise the University, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the University signed by the President of the BCGEU.

#### **9.6 Assignment of Wages**

Employees shall, as a condition of continued employment, complete an Assignment of Wages form providing for the deduction of union dues.

#### **9.7 Dues Remittance**

- (a) All deductions shall be remitted to the President of the Union, not later than 28 days after the date of deduction. The University shall provide a quarterly report of amounts of dues deducted from each employee on the 15<sup>th</sup> of January, April, July and October.
- (b) The University will submit union dues remittance by EFT. The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.
- (c) The University will provide to the Union on a quarterly basis a report of employees who have a break in employment. The report will include whether the leave is paid or unpaid and under one of the following categories:
  - (1) Layoff
  - (2) Family
  - (3) Medical
  - (4) Personal
  - (5) Professional

### **ARTICLE 10 - PICKET LINES**

#### **10.1 The University Premises**

In the event that a picket line is set up at the University premises, arising out of a dispute as defined in the prevailing legislation, any refusal to work or failure to cross such picket lines by employee

members of this Union shall not be considered a violation of this agreement, nor constitute sufficient grounds for discipline.

### **10.2 Off University Premises**

Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action.

## **ARTICLE 11 - UNION REPRESENTATIVES**

### **11.1 Union Staff Access to Premises**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

## **ARTICLE 12 - STEWARDS**

### **12.1 Steward Activities**

The Union shall appoint or elect stewards and shall notify the University in writing of such appointment or election. The University shall recognize stewards and shall not discriminate against them for steward activity. The Union and the University shall agree as to the on-the-job activities of the stewards. Those activities as defined shall be:

- (a) the posting of union bulletins and notices;
- (b) the investigation of and the processing of grievances;
- (c) the supervision of ballot boxes when necessary;
- (d) carrying out those duties within the realm of safety responsibilities;
- (e) attending meetings at the request of the University; and
- (f) member orientation.

### **12.2 Operational Requirements**

It is mutually understood that Clause 12.1 will in no way interfere with University duties as laid down.

## **ARTICLE 13 - SUBCONTRACTING**

- (a) The University agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, excepting in instances where the University feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner the University may, in consultation and by agreement with the Union, subcontract that particular operation. It is agreed that no permanent employees will lose their employment or be downgraded because of any subcontracting engaged in by the University.
- (b) The University agrees to provide copies of all purchase orders without pricing information to the bargaining unit Chairperson and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

**ARTICLE 14 - APPOINTMENTS****14.1 Regular Appointments****(a) Full-Time Regular Appointment**

A full-time regular appointment is one which involves 35 hours of work per week for a period of 12 consecutive months on an annual basis, calculated from date of appointment in this appointment category. (See Clause 14.2[d]).

**(b) Part-Time Regular Appointment**

A part-time regular appointment is one which involves less than 35 hours of work per week for a period of 12 consecutive months on an annual basis, calculated from date of appointment in this appointment category. (See Clause 14.2[d]).

**(c) Sessional Appointment**

Appointments of eight consecutive months or more and less than 12 consecutive months may be referred to as sessional appointments.

**14.2 Auxiliary Appointments****(a) Full-Time Auxiliary Appointment**

A full-time auxiliary appointment is one which involves 35 hours of work per week for a period of less than 12 consecutive months from date of each appointment in this appointment category. (See Clause 14.2[d]).

**(b) Part-Time Auxiliary Appointment**

A part-time auxiliary appointment is one which involves less than 35 hours of work per week for a period of less than 12 consecutive months from date of each appointment in this appointment category. (See Clause 14.2[d]).

**(c) Employee on Leave**

An auxiliary appointment is also an appointment resulting from an employee on regular appointment being on leave, in which case the auxiliary appointment shall not exceed the term of leave of the employee being replaced and shall not be eligible for conversion to a regular appointment.

**(d) Length of Appointment**

If an employee occupies the same position on an auxiliary appointment, excluding Section (c) of this clause for 12 consecutive months, the University shall post the position in keeping with Article 19 (Posting of Positions) and shall thereby convert the position to regular appointment status, unless an extension is mutually agreed to by the Joint Committee.

**(e) Letter of Employment**

Employees hired on auxiliary appointments shall receive a letter of appointment clearly stating their employment status and expected duration of employment with a copy of the letter to be forwarded to the support staff bargaining unit Chairperson.

**(f) Extension**

Wherever possible, employees on auxiliary appointments shall be given a minimum of one week's notice if the appointment is to be extended.

(g) The University shall prepare a list indicating name, classification and number of hours worked per month for all auxiliaries. Such list shall be updated monthly and sent to the Union.

(h) *Auxiliary-Specific Leaves*

(1) *Seasonal Floater*

A day's leave of absence with pay shall be granted by the University to auxiliary employees who are scheduled to work, except those designated by the University to remain on duty in keeping with operational requirements, as follows:

- (i) on December 24<sup>th</sup> when December 25<sup>th</sup> falls on a Tuesday, Thursday, Friday or Saturday;
- (ii) on December 27<sup>th</sup> when December 25<sup>th</sup> falls on a Monday or a Wednesday;
- (iii) on December 28<sup>th</sup> when December 25<sup>th</sup> falls on a Sunday.

Those auxiliary employees who are designated to remain on duty on the seasonal floater shall receive a day off in lieu within the following 12 months.

(2) *Special Leave Definition*

Auxiliary employees, currently working on assignment, shall be entitled to special leave at their regular rate of pay for leave under circumstances listed below:

- (i) birth or adoption of the employee's child;
- (ii) serious household or domestic emergency;
- (iii) attendance at the employee's own citizenship hearing;
- (iv) court appearance of the employee's child;
- (v) wedding of employee;
- (vi) wedding of employee's child;
- (vii) moving of household furniture and effects (maximum of one day for each move);
- (viii) Effective July 1, 2023, attending bereavement service (as per Article 49 [Bereavement]).

Total leaves of absence for any or all of the above shall not exceed three days in any one calendar year. Effective July 1, 2023, total leaves of absence for any or all of the above shall not exceed five days in any one calendar year. Employees shall give two weeks' notice of (iii), (v) and (vi) and shall make every reasonable effort to inform supervisors of (i), (ii) and (iv) above.

### **14.3 Change of Status of Employment**

A regular employee may request a change in status from a regular employee to an auxiliary employee and, if approved by Human Resources, shall assume a position on the auxiliary list in seniority order, provided that the employee clearly states their intentions, in writing, to Human Resources. Such employees shall carry with them their accumulated seniority and shall have all the rights conveyed by relevant provisions of the collective agreement.

#### 14.4 Job Sharing

- (a) A shared regular appointment is an appointment category used when the duties normally associated with one regular full-time position are voluntarily shared between two employees. The specific arrangements for sharing the duties may vary from one situation to another, and may include sharing the normal full-time annual workload for part of the year on a full-time basis, or for the entire year on a fractional basis.
- (b) The initiating staff member will submit a written proposal outlining the basis on which the job share is being requested to the Manager and Human Resources, with a copy to the Union Chair. The proposal will be reviewed by both the Manager and Human Resources.
- (c) The Director, Human Resources shall normally approve the job share arrangement provided that the employees making the application, the department(s) involved, and the designated supervisor(s) agree that services to students and to the University will not be adversely affected under the proposed arrangements.
- (d) Within 20 working days of the submission of the application, the Director, Human Resources shall inform the applicants in writing of their decision, and if the application is not approved, shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.
- (e) If one of the current incumbents leaves the shared appointment, the remaining incumbent shall assume the full-time position, unless a further shared appointment is requested and approved.
- (f) The manager shall maintain the right to end the job sharing arrangement, with a minimum of 30 calendar days' notice, based on operational requirements.
- (g) (1) An employee on a shared regular appointment shall accumulate seniority on a pro rata basis.
- (2) The new incumbent to the position shall serve a probationary period in accordance with Article 22 (Probation).
- (3) If the employment of an employee on a shared regular appointment is terminated in accordance with Article 24 (Seniority) and Article 34 (Layoff and Recall), the employee shall receive severance pay in accordance with Article 39 (Severance Pay) on a pro rata basis.
- (h) (1) The two employees on shared regular appointments are entitled to the salary provisions of a full-time regular appointment at each employee's appropriate salary scale step on a pro rata basis.
- (2) Employees on a shared regular appointment shall receive an annual salary incremental increase in accordance with Clause 27.2 (Part-Time Regular Appointments) until the maximum salary for their level is reached.
- (3) Employees on a shared regular appointment shall be eligible for annual vacation in accordance with Clause 40.5(b) (Vacation Leave Credits).
- (4) If employees on a shared regular appointment wish to receive health and welfare benefits specified in Article 44 (Health and Welfare Plans), the period of participation shall be a complete University year (July 1<sup>st</sup> - June 30<sup>th</sup>) or multiple thereof, and the University shall contribute a pro rata share of the annual costs of these benefits and the employees shall pay the balance of the annual costs of these benefits.

(5) For the purposes of the Staff Pension Plan, the pensionable service of employees on a shared regular appointment shall be calculated on a pro rata basis during the period in which the employees are on a shared regular appointment.

(6) For employees on a shared regular appointment, sick leave benefits as specified in Article 50 shall be accumulated on a pro rata basis. Deductions from sick leave credits shall be in accordance with the specific arrangements for sharing duties (see Clause 14.4[a]).

(7) Employees on a shared regular appointment shall continue to be eligible for benefits from the Staff Development Fund on the same basis as for a full-time employees on a regular appointment.

## **ARTICLE 15 - EMPLOYER/UNION RELATIONS**

### **15.1 Labour Management Committee**

The purpose of the Labour Management Committee is to promote the cooperative resolution to workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, to promote workplace productivity and to review and respond to issues as set out in (d) of this article.

(a) There will be established a Labour/Management Committee composed of up to five union representatives and up to five employer representatives. The Committee may call upon additional persons for technical information or advice.

(b) The Committee will meet four times per year or at the call of either party at a mutually agreeable time and place. Employees who attend meetings of the Committee as representatives of the Union shall be compensated without loss of pay. The Labour Management Committee shall meet the second Tuesday of the month unless otherwise mutually agreed. In emergency situations, the Committee shall also meet no later than 10 working days following the call of either party.

(c) An employer representative and a Union representative will alternate in presiding over meetings. Minutes of each meeting of the Committee will be prepared by the Employer and minutes will be approved by an employer and union designate who were in attendance at the meeting. Once approved, the minutes will be distributed to the Union and the Employer within three working days.

(d) The Committee will have the power to make recommendations to the Union and the Employer on the following general matters:

(1) Reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;

(2) Utilizing the group as a forum for the University to introduce and inform the Union about new initiatives relevant to the membership; and

(3) Correcting conditions causing grievances and misunderstanding.

## **ARTICLE 16 - JOB EVALUATION**

### **16.1 Job Evaluation**

There shall be a system of job evaluation, mutually agreed to by both parties, for classifications covered by this agreement. The Joint Job Evaluation Committee (JJEC) shall be responsible for maintaining the job

evaluation system (the process of determining the worth of a job in relation to other jobs covered by this agreement) and shall review and update job descriptions, upon the request of either party.

### **16.2 Job Descriptions**

The University agrees to maintain job descriptions for all positions for which the Union is the bargaining agent.

## **ARTICLE 17 - NEW POSITIONS/CLASSIFICATIONS**

### **17.1 Right to Create Positions**

The University maintains the right to create positions and establish their duties and responsibilities (job descriptions).

### **17.2 Rate of Pay**

When a new classification covered by this agreement is introduced or a salary adjustment is proposed for an existing classification by the University, the rate of pay shall be subject to negotiations between the University and the Union.

## **ARTICLE 18 - RECLASSIFICATION**

### **18.1 Right to Classify or Reclassify Positions**

The University maintains the right to classify or reclassify positions in keeping with the job evaluation plan mentioned under Article 16 (Job Evaluation). The University shall stipulate the effective date of any such reclassification.

### **18.2 Positions Reclassified**

In the case where the position has evolved, incorporating new duties over a period of time that have been undertaken by the employee, either the employee or the Employer may initiate a reclassification request in accordance with Clause 18.5 (Classification and Reclassification Procedures).

- (a) If the classification outcome is that there is no change to the classification, then the incumbent remains in the position and will be expected to continue to undertake the assigned duties.
- (b) If the classification outcome is that the position increases in classification and the employee has already been undertaking the changed duties, they will continue in the position and will not be required to serve any additional probation as a result of the changes.
- (c) The effective date of the reclassification shall be the date that the Request for Classification Review Form was signed and submitted by the employee to their manager.

### **18.3 Positions Classified as a Result of New Duties**

In the case where new duties are added to a position that have not been previously performed by the employee, the Job Evaluation process outlined in Clause 18.5 (Classification and Reclassification Procedures) shall be followed by the Employer.

- (a) If the classification outcome is that there is no change to the classification, then the incumbent remains in the position and will be expected to undertake the newly assigned duties.

- (b) If the position's classification rises to the next grade, then the incumbent will be given first consideration. For the purposes of Article 18 (Job Evaluation), first consideration means that the position will not be posted and the incumbent will not be required to interview pending the incumbent's ability to demonstrate the required qualifications through the submission of an updated resume.
- (c) If the incumbent is successful under Clause 18.3(b) (Positions Classified as a Result of New Duties), then the effective date of any approved new classification shall be the date that the incumbent is placed in the new position and the incumbent will be required to serve a probationary period in accordance with Article 22 (Probation).
- (d) The University, in consultation with the Union, will review reasonable options as set out under Article 34 (Layoff and Recall) in the following circumstances:
- (1) Where an employee is unsuccessful during the first consideration process;
  - (2) Where an employee is unsuccessful during their trial period in accordance with Clause 22.2 (Selection Criteria);
  - (3) Where an employee refuses to accept a newly created position that has risen by one paygrade, despite meeting the qualifications, and can demonstrate reasonable grounds to support the likelihood they will be unsuccessful in the new position.
- (e) In the case that a position has moved up a single classification because of a new classification and the member refuses to provide an updated resume, the incumbent will be provided with two options:
- (1) Change their appointment to auxiliary - seniority is ported; no extraordinary consideration;
  - (2) Resign from the University.
- (f) If as a result of new duties not previously undertaken by the incumbent and reviewed in accordance with Article 16 (Job Evaluation), the classification results in an increase of two or more grades, then Article 18 (Reclassification) no longer applies and the incumbent is given layoff notice in accordance with Article 34 (Layoff and Recall). In such cases, the Employer and the Union may mutually agree to extend the timelines for "*Internal Placement*" under Article 34 (Layoff and Recall) to accommodate the posting process for the reclassified position.

#### **18.4 Notification to Downgrade or Delete Positions**

The Union shall be notified in advance of any recommendation by the administration to the Board of the University to delete or downgrade a position filled by an employee on regular appointment.

#### **18.5 Classification and Reclassification Procedures**

The classification and reclassification process is jointly agreed between the University and the Union. In summary:

- (a) An employee who requests a reclassification of their position shall initiate the reclassification process by submitting a signed and dated Request for Classification Review Form, current job description and proposed new job description, using the Job Description Template to their immediate supervisor. The employee and supervisor must discuss the employee's classification request and reach agreement on the content of the employee's job description, with a copy of the final job description provided to the affected employee.
- (b) Within 20 working days after the employee submits the documents to the supervisor, the supervisor shall submit the form and the finalized job description to HR who will arrange a meeting

within five working days of receiving the forms with the employee, a BCGEU JJEC committee member or union designate, and supervisor to confirm mutual understanding of the job description going forward for review.

(c) A supervisor may initiate a request for classification or reclassification of a position. Where there is an incumbent in the position, the supervisor will discuss the changes in the position with the employee prior to submitting the Request for Classification Review Form.

(d) Within 15 working days of the receipt of submission, the Joint Job Evaluation Committee (JJEC) shall complete the classification rating. The Committee shall, within five working days, inform the employee, the supervisor and the Union of the results of the classification by letter explaining the reasons for the decision.

(e) Only employees shall have the right to appeal a decision of the JJEC to the Joint Job Evaluation Appeal Panel (JJEAP). The employee must file a classification appeal within 10 working days after receiving the written notification of the decision. To ensure objectivity, members of the JJEAP shall not have had any prior involvement with the particular classification appealed. An employee shall have the right to appear in person before the appeal panel and the panel may call any person(s) to provide relevant clarification in order to arrive at a just decision.

(f) If the Joint Job Evaluation Appeal Panel is unable to agree on the proposed classification, the grievance procedure under Article 67 (Grievance Procedure) may be invoked.

## ARTICLE 19 - POSTING OF POSITIONS

### 19.1 Posting Required

All positions anticipated by the University to be more than four months in duration shall be posted electronically for a minimum of 10 calendar days exclusive of statutory holidays.

### 19.2 Details of Posting

The position vacancy notice shall contain the following information: nature of the position as detailed in the job description in keeping with the job evaluation plan; type of appointment; required qualifications related to education, experience, knowledge, skills and abilities; shift; salary; closing date; location and bargaining unit.

### 19.3 Letter of Preference

In order that all employees have an equal opportunity to apply for vacant or new bargaining unit positions while on leave, employees who have seniority shall be allowed to submit a "*Letter of Preference*" indicating the specific position for which they wish to apply. Letters of Preference must be position specific and shall remain valid for the length of their vacation.

### 19.4 Positions That Increase From Part-Time To Less Than Full-Time

When an FTE change increases a position from part-time to less than full-time the position shall be posted in accordance with Clause 19.1. The posting process may be waived by mutual agreement between the University and the Union. If the position is posted, the incumbent holding the original position, subject to satisfactory performance, shall be given first and full consideration.

If two or more part-time employees in the same department are performing the same job duties, in a satisfactory manner, the manager shall request an expression of interest. The posting process may be

waived by mutual agreement between the University and the Union. If more than one employee is interested, then seniority will be the deciding factor.

## **ARTICLE 20 - SELECTION OF EMPLOYEES**

Both parties recognize the benefit of providing opportunities for job improvement or advancement.

### **20.1 Union Representation on Selection Committees**

A union representative shall sit as an observer during interviews and final selection of candidates for positions under the Union's jurisdiction in all instances where an internal applicant has applied. The University will provide at least three full working days' notice prior to any interview to the Union's observer coordinator. Unreasonable tardiness or failure of an observer to report will not impede the interview process or provide a cause for grievance.

### **20.2 Selection Criteria**

- (a) Selection committees shall base their recommendations on the criteria as detailed in the position vacancy notice and job description as set out in Clause 19.2 (Details of Posting). If an internal candidate does not possess the required qualifications or experience, the Committee may consider equivalent qualifications or experience that demonstrate that the internal candidate is qualified to be considered for the vacancy.
- (b) Internal applicants who have successfully passed probation shall receive a percentage of the total point rating for the vacant position for seniority. The points for seniority shall be calculated on the basis of 2% for each year of service to a maximum of 14% of the total point rating.
- (c) Internal qualified candidates from groups that have been historically underrepresented will be considered prior to existing internal qualified candidates. Qualified candidates from groups that have been historically underrepresented will be asked to identify in the application process for this consideration by the hiring committee.
- (d) In the final stages of a selection procedure, if there are two or more internal candidates whom a committee finds equally qualified for a position, the Selection Committee shall offer the position to the internal candidate with the most BCGEU seniority. In the case where there are two or more candidates including external candidates that the Committee finds equally qualified for the position then the senior internal candidate shall be offered the position.

### **20.3 Internal Applicants**

- (a) All applicants who are on the seniority lists and possess the required qualifications or are in the process of acquiring the required qualifications within the provisions set out in Clause 20.6 shall be entitled to an interview by the Selection Committee. Where the number of qualified internal applicants exceeds three, the department shall interview the three most senior qualified applicants.
- (b) All applicants who are on the seniority lists and who are called for an interview shall be granted leave of absence with pay.
- (c) Provided that a request is received in writing from an unsuccessful applicant within seven days following appointment of an applicant to an established position, the applicant shall be notified in writing within seven days of receipt of the employee's request of the reasons why the employee was unsuccessful.

- (d) The University agrees to supply employees at the time of hiring, promotion or upon request, with a copy of their job descriptions.

**20.4 Selection: Auxiliary Appointments**

Offers of short-term (less than four months) non-posted auxiliary appointments or auxiliary appointments for which no applications have been received shall be made to the most senior person on the auxiliary seniority list who is qualified to carry out the work available (see Clause 24.2 [Seniority for Auxiliary Appointments]).

**20.5 Regular Appointments: Competition for Auxiliary Appointments**

(a) Employees on regular appointments and not on probation may apply for a posted auxiliary appointment of four consecutive months or more. If an employee on regular appointment is the successful applicant, assignment to the auxiliary position shall be subject to the availability of a suitable replacement in accordance with Clause 14.2(c) (Auxiliary Appointments). For the duration of the assignment, such employee shall retain regular appointment status and shall return to their original position upon completion of the project and/or assignment period.

(b) Employees on regular appointments will be notified by their supervisor of auxiliary positions within their department which are anticipated by the University to be more than three consecutive months and less than four months in duration. Where reorganization or restructuring will result in layoff notification under Article 34 (Layoff and Recall) being issued, notice of the auxiliary position will be provided to the bargaining unit Chair. Employees interested in the position shall advise the supervisor within five working days of the notice. The position shall be offered to the employee meeting the basic requirements for the position who is senior in service to the University. If there are no interested employees, the position shall be offered in accordance with Clause 20.4. If the position is filled by an employee on regular appointment the subsequent vacant position may be filled in accordance with Clause 20.4.

(c) The provisions of this section of this clause shall normally apply only to the assignment of one employee on regular appointment to a position carrying an auxiliary appointment as described above, and not to sequential assignments to other positions triggered by the first move.

**20.6 Promotion - Required Qualifications**

In cases of promotion requiring higher qualifications or certification, the University shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed between the parties to this agreement, and to revert to their former positions if the required qualifications are not met within such time.

**20.7 Promotion - Placement on Scale**

Where an employee is appointed to another position which carries a higher salary scale, the employee will receive the rate in the new salary scale which is a minimum of one step higher than their current step or the minimum of the new scale, whichever is greater.

**20.8 Lateral Moves - Placement on Scale**

Where an employee is appointed to another position on the same salary scale, the employee will retain both their position on the salary scale and their original anniversary date in their prior position. Effective January 1, 2023, this clause will apply in cases where auxiliaries are converted to regular status in the same position. Such conversions will occur without loss of position, salary scale or anniversary date.

## 20.9 Voluntary Demotion - Placement on Scale

Where an employee is successful in applying for a position which results in a voluntary demotion, the employee shall be placed on the step of the new pay grade that does not result in a pay increase and which is closest to their pay rate in their previous position.

## ARTICLE 21 - JOB TRANSFER

### 21.1 Transfer to Lower Classification - Placement on Scale

Where employees are transferred from one job classification to one in a lower rate structured category at the request of the University, they will be placed at a step in the lower salary range equal to the pay received in the higher category on a "mark time" basis until the lower increment steps are matched or exceeded.

### 21.2 Transfer of Position

(a) The Joint Committee may, at the request of either party, recommend to the appropriate Associate Vice-President or Dean requests for a lateral transfer or voluntary demotion to a vacant position, without the requirements to post the position, under the following circumstances:

- (1) on compassionate or medical grounds to employees who have completed their probationary period;
- (2) to employees who are incapacitated by reason of industrial injury or illness arising from their employment at the University;
- (3) to employees who become incapacitated through natural causes.

(b) The jurisdiction of the Joint Committee is not limited to the initial placement under this provision and is retained by the Committee for subsequent placements.

### 21.3 Secondment

(a) The University agrees to advise the Union on any proposed secondment of an employee within the bargaining unit, to a position at the University outside the bargaining unit, and to make every effort to provide the employee with two weeks' written notice, where possible, indicating the terms of such secondment.

(b) The provisions of applicable current collective agreements or Administration policies will apply to such seconded employees. The secondment requires the mutual agreement of the affected employee.

(c) Employees shall return to their positions within this bargaining unit immediately upon the expiration of their secondment. No seniority shall accrue during the period the employee is outside the bargaining unit. On return to their bargaining unit position, they shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place.

## ARTICLE 22 - PROBATION

### 22.1 New Employee

(a) A probationary employee shall mean a new employee serving a review period to determine suitability.

- (b) New employees granted regular appointments shall be required to successfully complete a probationary period of six months of service calculated from their date of appointment to a position. If unsuccessful, they may be released from employment.
- (c) New employees on auxiliary appointments shall be required to successfully complete six months of continuous service in one classification as the probationary period. If the University deems them to be unsuccessful during this period, they may be released from employment.
- (d) The test for termination shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, or more generally, the University. The central basis of suitability should reflect factors that can reasonably be expected to affect work performance, although other considerations may apply.
- When the Union feels that a probationary employee has been unjustly terminated, they may in accordance with Article 67 (Grievance Procedure), grieve the decision within 30 days of receiving the notice of termination.
- (e) Employees who do not meet the test of suitability will be provided the reason(s) for the basis of the decision in a meeting with the Union.
- (f) A probationary employee on an approved leave that extends beyond two weeks shall have their probationary period extended for a period equal to the duration of the leave.
- (g) The University, with the agreement of the Union, may extend the probationary period of an employee for a further period not to exceed three months.
- (h) In the case of a dispute arising from a probationary employee's termination, the grievance may be filed directly at arbitration, in accordance with Clause 67.4 (Board Procedure), within 30 days of the date on which the dismissal, probationary termination or suspension occurred, or within 30 days of the employee receiving such notice.

## **22.2 Change in Position**

- (a) Employees on regular appointments who are granted a regular appointment to another position at the University shall be required to complete an additional three months as a trial period calculated from date of appointment to the latter position. In the event that such employees prove unsatisfactory during the trial period, they will be returned to their former position or failing that, they will be placed in a position of equal salary and similar classification as determined by the Joint Committee.
- (b) Employees on auxiliary appointments who are granted a regular appointment at the University shall be required to complete an additional six months probationary period calculated from the date of appointment to the regular position. In the event that such employees prove unsatisfactory during the probationary period, they will be returned to the auxiliary pool. This will be considered as a negative evaluation as per Clause 24.2(e)(6) (Seniority for Auxiliary Appointments). If the auxiliary employee is appointed to a regular position in which they have successfully completed a six-month probationary period in the same department and same assignment, the required additional probation period will be three months from the date of the regular appointment.

## **22.3 Unsatisfactory Probation**

In the event that the service of an employee on regular appointment is found by the University to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, it will not be necessary to re-post the position. Should such a situation arise, the University may appoint the next available candidate recommended by the Selection Committee for that

competition. Should the service of the second employee be found to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, the position will be re-posted. The Union will be advised of actions taken by the University.

## ARTICLE 23 - PERFORMANCE APPRAISALS

### 23.1 Employee Response to Appraisal

When a formal appraisal of an employee's performance is carried out, the employee shall be given up to five working days after discussion with the immediate supervisor to review and respond to the appraisal.

### 23.2 Acknowledging Appraisal

Provision shall be made on the performance appraisal form for an employee to sign and add comments if desired. The form shall provide for the employee's signature in two places, one indicating the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided.

### 23.3 Ability to Grieve Performance Appraisal

No employee may initiate a grievance regarding the contents of a performance appraisal unless the employee has signed in the space indicating disagreement with the appraisal.

### 23.4 Employee's Copy

An employee shall receive a copy of the performance appraisal at the time of signing.

## ARTICLE 24 - SENIORITY

### 24.1 Seniority for Regular Appointment

- (a) Seniority for employees on regular appointments shall be defined as the length of accumulated full-time equivalent service as a member within the BCGEU bargaining unit at UBC Okanagan.
- (b) The University will maintain seniority lists in keeping with Section (a) of this clause. Seniority lists as of the last pay period including March 1<sup>st</sup> and October 1<sup>st</sup> shall be sent to the Union.
- (c) If employees on regular appointments who are absent from work because of sickness, accident or leave of absence approved by the Employer, shall not lose seniority. Employees on regular appointment shall lose seniority only in the event that:
  - (1) they are discharged for just cause and are not reinstated;
  - (2) they resign and are not reinstated within seven calendar days;
  - (3) in the case of layoff and election of recall, where Clause 34.5(m) (Layoff with Recall Rights for 12 Months) takes effect.
- (d) Employees shall not accumulate seniority for the duration of the layoff period.

### 24.2 Seniority for Auxiliary Appointments

- (a) Seniority for employees on auxiliary appointments shall be defined as the length of accumulated full-time equivalent service as a member within the BCGEU bargaining unit at UBC Okanagan, subject to Clause 24.2(d).

- (b) Employees on auxiliary appointments shall be eligible to accumulate seniority for internal applicant status upon the completion of 210 worked hours with the University. Upon the completion of the 210 worked hours, the seniority for such employees shall be backdated to cover the 210 worked hours.
- (c) Seniority for employees on auxiliary appointments shall be used for calculating receipt of increments based upon accumulated hours of seniority with BCGEU, subject to Clause 24.2(a and e) of this clause. In addition, seniority earned on auxiliary appointments will be recognized should employees be successful in obtaining a regular appointment.
- (d) The University will maintain seniority lists for employees on auxiliary appointments showing the date upon which the employees' service commenced and their seniority as at the last pay period of each month. Seniority lists will be sent within 15 days after the last day of each month to the support staff bargaining unit Chairperson who will be responsible for posting them on all bulletin boards.
- (e) Auxiliary employees lose their seniority in the event that:
- (1) they are discharged for just cause;
  - (2) they voluntarily terminate or abandon employment with the University;
  - (3) there is a break of more than five consecutive months between appointments;
  - (4) they refuse three separate offers of employment for which they are qualified within a six-month period provided 23 hours' notice of each offer is given and where the work offered is reasonably similar in content to that performed during previous auxiliary appointments;
  - (5) exceptions may be made for valid reasons, i.e., medical, family emergency etc. In the case of refusals, employees shall be provided with written notification of the refusal;
  - (6) they receive three negative performance reviews where the manager states they would not rehire.

#### **ARTICLE 25 - PAY PERIODS**

Salaries shall be payable semi-monthly throughout the calendar year. In the event that a statutory holiday falls on the payday, the deposit shall be made on the previous day.

#### **ARTICLE 26 - SALARY AND WAGE INCREASES**

##### **26.1 Salary and Wage Increase**

See Appendix C for the salary scales which apply for the term of this agreement.

#### **ARTICLE 27 - INCREMENTS**

##### **27.1 Full-Time Regular Appointments**

Employees on full-time regular appointments shall receive an annual incremental increase in the pay period in which their anniversary date falls. The anniversary date for employees on regular appointments is defined as the starting date of continuous seniority with the BCGEU or a date which reflects accumulated BCGEU seniority, subject to Clause 24.1(c) (Seniority for Regular Appointment).

**27.2 Part-Time Regular Appointments**

Employees on part-time regular appointments shall receive an incremental increase when they have reached their anniversary date with the BCGEU; additional incremental increases are applied for each successive anniversary date with the BCGEU, subject to Clause 24.1(c) (Seniority for Regular Appointment).

**27.3 Auxiliary Appointments**

Employees on auxiliary appointments shall receive an incremental increase when they have accumulated 1820 hours of seniority with the BCGEU and shall receive additional incremental increases for each successive accumulation of 1820 hours of seniority with the BCGEU, the foregoing being subject to Clause 26.2(e).

**27.4 Maximum**

The incremental increases shall be given in keeping with the preceding clauses of this article until the maximum of an employee's salary range has been reached.

**ARTICLE 28 - SHIFT DIFFERENTIAL****28.1 Differential Pay Rates**

Differential pay shall be paid at the following rates:

Afternoon (4:00 p.m. to 12 midnight)	\$1.00
Graveyard (12 midnight to 8:00 a.m.)	\$1.15

**28.2 Hours Worked**

Where 50% or more of an employee's regular hours of work fall, excluding unpaid lunch breaks, within either the designated afternoon or graveyard shift, the differential shall be paid for all hours worked.

**ARTICLE 29 - PAID FOR TIME**

All employees covered by this agreement shall be paid for all time spent in the service of the University. Rate of pay provided for by this agreement shall be no less than the rates specified in this agreement. Time shall be computed from the time that employees are ordered to report for work or registers in, whichever is later, until they have performed their scheduled duties.

**ARTICLE 30 - HOURS OF WORK AND OVERTIME****30.1 Workweek Defined**

(a) Except for employees identified in Clause 30.1(b), the normal workweek shall consist of five days consisting of seven-hour days. Hours of work for employees whose schedules are directly related to a student's class or study tour hours shall be in accordance with the needs of the student, but in any event, shall not exceed 70 hours biweekly.

(b) The University may authorize modified workweeks (e.g., start/end times; number of workdays/weeks; number of hours/days; flextime, etc.) for specified periods in selected parts of the University's operations.

Upon request for a modified workweek, the supervisor shall meet with the employee to discuss the circumstances of the request. In considering the request, the supervisor shall take into account the following:

- (1) Impact on departmental services and operations.
- (2) The interests of (including the nature of the reasons put forward by) the employee.
- (3) Impact on workflow.
- (4) Impact on other departmental employees.
- (5) Availability of appropriately qualified employees to ensure operational continuity (interchangeability).
- (6) Cost implications.

All modified workweek arrangements will be subject to periodic review and revision.

(c) Requests for modified workweeks will not be unreasonably denied subject to operational requirements.

### 30.2 Working Schedule

(a) The University shall set forth the working schedule of each department, hereinafter referred to as the "*Work Schedule*". In the event of change to the work schedule, the University will consult with the employees in the affected departments.

(b) Employees shall not be scheduled to work more than five consecutive days unless otherwise agreed to between the Union and the University. There shall be a minimum of two consecutive days off for each consecutive five days worked as per Clause 30.6(d)(1)(ii).

(c) All employees are entitled to a minimum of 12 consecutive hours off duty between the completion of one work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned and may be required under conditions of operational necessity.

(d) Except for employees identified in Clause 30.1(b), no shift shall be split for a period longer than the regularly scheduled meal period except by mutual agreement between the Union and the University.

### 30.3 Shifts

(a) Preference in the choice of shifts shall normally be determined through collaborative discussion within each department. In the event that agreement cannot be reached on a voluntary, collegial basis or under conditions of operational necessity, shifts shall be assigned on the basis of seniority, subject to the following:

- (1) choice of shifts will be between regular employees with the ability to fulfill the job requirements;
- (2) regular part-time employees will not have choice of shifts over regular full-time employees.

(b) The University shall give affected employees at least 48 hours' advance notice of proposed changes in shifts, except in the cases of emergency. In the event that 48 hours' advance notice is not

given, the employees affected shall receive applicable overtime rates of pay for any work performed within the 48-hour period.

(c) Employees may exchange shifts with mutual consent of the parties involved and with the approval of the University, provided that at least 48 hours' advance notice is given and there is no increase in costs to the University.

(d) Where work is organized around shift rotation the University shall ensure that shifts will be rotated on an equitable basis.

(e) Filling shifts due to short-term vacancies of no more than three months, as a result of leaves or operational changes, shall normally be determined by collaborative discussion. In the event that agreement cannot be reached on voluntary, collegial basis, shifts can be assigned on the basis of seniority.

### 30.4 Minimum Hours

Except where otherwise provided in this agreement, the minimum shift length for a regular employee shall be four hours. In the event that employees on regular appointments start work on any day and are sent home before they have completed their normal shifts, the employees shall be paid for the normal shift. Employees on auxiliary appointments shall be paid not less than four hours after starting work on any day unless the auxiliary employee makes a request to leave prior to having worked four hours.

### 30.5 Callout, Trouble Call and Standby

(a) "*Callout*" - shall be defined as a requirement for an employee to perform work outside the employee's scheduled hours, excluding overtime contiguous to the start or end of the employee's scheduled hours. Employees shall be entitled to return home immediately after completing the work specific to the callout, unless it extends into the employee's scheduled hours. Minimum pay for a callout is four hours at the appropriate overtime rates. Where a callout extends into an employee's scheduled hours, the employee shall be paid at the appropriate overtime rates for the first four hours worked, with the balance of scheduled hours worked paid at the employee's regular rate of pay.

(b) "*Trouble call*" - shall be defined as a call to an employee outside the employee's scheduled hours for information or advice regarding a problem at the workplace. Employees receiving a trouble call that does not require the employee to leave home shall receive a minimum of two hours' pay at appropriate overtime rates. It is understood that multiple calls within a two-hour period, related to the initial trouble call, shall not be considered additional trouble calls.

(c) Standby pay will occur when employees are scheduled to be on call for evenings and weekends. Standby employees shall be paid a \$38 shift premium for each 24-hour period or part thereof, they are scheduled for on-call work, regardless of whether work is required.

The following conditions apply to standby:

(1) In the event that an employee is asked to report to the workplace while on standby, the employee shall receive call out as set out in Clause 30.5(a). If a standby employee is required to dispatch another employee to the workplace due to specialized expertise, the dispatched employee will receive call out as per Clause 30.5(a). No additional premium will be paid to the standby employee.

(2) During regularly scheduled standby shifts, it is the employee's responsibility to respond in a timely manner.

(3) An employee who reports to work during a standby shift is permitted to leave the workplace once the work is complete.

(4) Standby shall be scheduled on a rotational basis, and every effort will be made to equitably distribute on-call shifts. Employees may exchange their scheduled standby shift provided that there is no increase in cost to the Employer. Should an emergency occur, standby shall be assigned on the basis of reverse seniority amongst employees able to perform the work competently.

(5) Prior to implementing a standby schedule within a unit, the University shall discuss the implementation with the Union. The University shall provide 30 days' calendar notice to the Union and the impacted employees prior to implementing the standby schedule. The University shall give due consideration to the impact of a standby schedule on the personal circumstances of the affected employees. The University may refer any dispute respecting the implementation of a regular standby schedule directly to arbitration.

(d) In the event of a call out or trouble call on a paid holiday, employees shall receive double-time for the specified minimum in addition to the employee's regular pay.

### 30.6 Overtime

(a) *Sharing of Overtime*

Overtime work shall be allocated on an equitable basis within a department or specific work area involving employees within similar classifications.

(b) *Overtime Calculation*

Overtime shall be calculated in 30-minute increments.

(c) *Overtime during Layoffs*

There shall be no extended amount of overtime worked on any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

(d) *Overtime Rates*

(1) *Regular Full-Time Employee*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double-time after two hours in any one day or shift.

(ii) Regular full-time employees who are required to work more than five consecutive days will be paid double-time for all hours worked on the sixth and seventh day.

(2) *Regular Part-Time Employees*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate time and one-half for the first two hours worked and double-time after two hours in any one day or shift.

(ii) Part-time employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double-time.

(3) *Auxiliary Employees*

(i) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double-time after two hours in any one day or shift.

(ii) Auxiliary employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double-time.

(iii) For employees identified in Clause 30.1(b), overtime will be paid for all hours worked in excess of 70 hours biweekly and for time worked in excess of five days per week.

(e) *Time-off in Lieu of Overtime*

(1) Regular employees shall have the option of receiving equivalent compensating time off in lieu of payment for overtime worked if requested at the time of submission of overtime and on approval in writing from the immediate supervisor(s). No employee shall be forced to take compensating time in lieu as a condition of receiving approval of overtime.

(2) Compensating time off shall be taken at a time mutually agreeable to the employees and the immediate supervisor(s), but in any event, shall be taken prior to December 31<sup>st</sup> of that calendar year.

(3) If employees are unable to schedule compensating time off due to operational requirements, any overtime due at December 31<sup>st</sup> for that calendar year, or prior to terminating employment, whichever is earlier, shall be paid in cash.

(f) *Right to Refuse Overtime*

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations. The parties recognize that provided reasonable notice has been given every effort will be made to accommodate overtime requests.

## ARTICLE 31 - MEAL PERIOD

### 31.1 Meal Period Defined

Employees shall be allowed to take one unpaid continuous period for meals of not less than 30 minutes nor more than one hour in any shift.

### 31.2 Scheduling Breaks

Employees shall not be compelled to take more than one unpaid continuous hour before they have been on duty three hours, or after they have been on duty five hours, or in accordance with the work schedule.

### 31.3 Overtime Breaks

When employees are required to work in excess of two continuous hours' overtime immediately before or after completion of their regular shifts, they shall be entitled to paid time off for the purpose of eating, such time to be as stipulated above at regular rates of pay. However, such time will be granted consistent with the efficient operation of the establishment. Employees shall also receive a meal allowance in accordance with Article 61 (Subsistence Allowances).

## ARTICLE 32 - REST BREAKS

Employees working less than five hours shall be entitled to one paid rest break of 15 minutes. Employees working five hours or more shall be entitled to two paid rest breaks of 15 minutes each.

## ARTICLE 33 - SUBSTITUTION PAY

### 33.1 Rate of Pay

When a supervisor assigns an employee to a higher classification, the replacement employee shall receive a higher rate of pay for the full period served in the replacement position. The rate of pay, in the case of substitution shall be the rate of the higher classification which is at least one step higher than the previous salary or the minimum of the new scale, whichever is greater.

### 33.2 Maintain Regular Rate of Pay

An employee on regular appointment who is temporarily assigned by the University to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

## ARTICLE 34 - LAYOFF AND RECALL

### 34.1 Definitions

- (a) "*Layoff*" - An elimination of a regular position. Elimination of a full-time position with a reduction to part-time hours shall constitute a layoff. Reduction of a part-time position to below 50% resulting in a loss of benefits shall constitute a layoff. A sessional position of less than 12 consecutive months shall not be deemed to be a temporary layoff for the purposes of this article.
- (b) "*Recall*" - The calling back of a laid-off employee to fill a vacant position within their classification grade or to the position they were laid off from or to a vacant position in a lower classification grade within the bargaining unit, provided the employee has the qualifications to meet the requirements of the vacant position.
- (c) "*Internal Placement*" - The placement of an employee whose position has been discontinued into a vacant position at their classification grade and any vacant position in a lower classification grade for which they have the required qualifications.
- (d) "*Displace (Bump)*" - Displacing (bumping) the junior continuing employee in their classification grade or lower classification grades as outlined in Clause 34.4.
- (e) "*Classification Grade*" - For the purposes of this article, classification grade refers to the group of jobs within each paygrade (SUP 1-11).
- (f) "*Qualifications*" - For the purposes of this article, qualifications means the employee being able to perform the duties and meet the minimum educational and experience requirements of a position or the equivalent combination of education and experience.

### 34.2 Pre-Layoff Process

- (a) Where the University identifies a need to proceed with a layoff, the University shall notify the Union, in writing, prior to issuing any layoff notices. The notice shall include where the reduction is required, the number of positions to be affected, the department(s), classification grade and qualifications of the position(s), the reasons for layoff, the cost reduction or other goal intended to be achieved by the layoff.

(b) The University and the Union shall meet in Joint Committee, within five working days of the written notification of intent to the Union in Clause 34.2(a), to discuss the need to proceed with a layoff, and to explore the options open to the affected employees including; job sharing, reduced hours through partial leaves, secondment, retraining of affected employees, voluntary severance payout, early retirement as outlined in the collective agreement or other options in order to minimize layoffs.

(c) The cost of options provided under Clause 34.2(b) will not exceed the costs that would be incurred under Clause 34.4.

(d) The University shall give one month's written notice of layoff to affected employee(s). Notice shall not coincide with the employee's pre-approved vacation.

(e) The Joint Committee shall meet with the affected employee(s) within two working days of the written notice of layoff in Clause 34.2(d) to discuss the options. The employee must then confirm their choice of option in writing to the Joint Committee within five working days. The employee will be presented with a list of potential internal placement options identified by Human Resources, for which they are qualified that are available at the time of this meeting. The Employer will not proceed with the normal selection process for the identified internal placement positions for five working days or until the employee chooses an option, whichever takes place first. Options to be considered may include:

- (1) Internal placement;
- (2) Early retirement incentive;
- (3) Severance in accordance with Clause 39.2 (Severance Pay Calculation);
- (4) Other options identified under Clause 34.2(b).

(f) If the employee chooses option 2, 3 or 4 above, the employee will not be entitled to bumping or recall rights.

(g) At the meeting with the Joint Committee, a list of the positions occupied by the least senior continuing employee within the employee's classification grade and lower classification grades in accordance with Clause 34.4 will be presented for information purposes only. The employee will also be advised that the available bumping options at the end of the internal placement period may differ from this initial list.

(h) If the employee elects voluntary severance or early retirement incentive, then the layoff notice shall be effective as of the date of the option selected in Clause 34.2(e).

(i) All correspondence relevant to this article between the University and employee(s), shall be copied to the Union.

### **34.3 Internal Placement**

(a) If the employee chooses option 1 under Clause 34.2(e), the employee will engage in the process outlined in Clause 34.3. The employee will have one month from the date of the selection of Internal Placement in Clause 34.2(e) to successfully place into a vacant position into their classification grade or a lower classification grade.

(b) In order to exercise their internal placement rights to vacancies, the employee must notify the Human Resources Department in writing of a position that they have identified for placement, within seven calendar days of the date of the job posting of a position. The Human Resource Department will inform the employee of all opportunities for placements in their classification grade or lower that arise during this period. After the seven calendar days have passed, the employee's right to internal placement into these vacancies is forfeited.

(c) The placement of an employee into a posted vacancy outside the normal application and selection process shall be subject to the requirement that the employee then possesses the qualifications to meet the requirements of the new position.

(1) Where more than one employee with internal placement rights is determined to have the qualifications for a posted vacancy, seniority shall be the determining factor.

(2) It is understood and agreed that an employee will not be considered lacking in the required qualifications solely because an employee who otherwise is qualified is not experienced on a particular software program, equipment or tools that could be trained within a reasonable period of familiarization.

(d) A part-time employee being laid off may notify the Human Resources Department in writing that they will not accept placement to positions which have more than 10% greater or more than 10% lesser hours per week than their current position. For example, an employee who has been laid off from a 60% position may notify Human Resources that they will not be placed into a position that is either more than 70% part-time or less than 50% part-time. In these cases, the Human Resources Department will not internally place the employees to such vacancies, and the employees will not forfeit displacement (bumping), seniority or recall rights by not having been placed into them.

(e) During the period of notice, the Human Resources Department and the Union may mutually agree that an employee will not be required to place into vacancies they are deemed unqualified for, within their classification grade or lower. In these cases, the employee will not forfeit displacement (bumping), seniority or recall rights.

(f) Where an employee has claimed a position through internal placement and the employee proves unsatisfactory during a period of familiarization as defined in Clause 22.2(a) (Change in Position), the Union, the employee and the University will engage in a consultative process to determine reasonable next steps in the particular circumstance. If mutual agreement cannot be reached the employee will have access to recall under Clause 34.5 (Layoff with Recall Rights for 12 Months).

(g) The employee will have one month from the date of the selection of Internal Placement in Clause 34.2(e) to successfully place into a vacant position in their classification grade or lower.

(h) If no suitable vacancies in the employee's classification grade or lower occurred during the notice period, then seven calendar days prior to the end of the one-month internal placement period in Clause 34.3(a), the employee who has not been internally placed, shall inform the Joint Committee in writing of which of the following options they will select at the end of the placement period, selection of one option precludes selection of any other:

(1) Displace (bump) the junior continuing employee in their current or lower classification grade in accordance with the procedures outlined in Clause 34.4;

(2) Layoff with recall rights for 12 months outlined in Clause 34.5;

(3) Termination of employment with severance pay under Article 39 (Severance Pay).

(i) Failure to select an option under Clause 34.3(h) will result in the employee being placed on the recall list.

(j) If vacancies in the employee's classification grade did occur during the notice period and were passed up by the employee, then the following options are available, selection of one option precludes selection of any other:

(1) Layoff with recall rights for 12 months;

- (2) Termination of employment with severance pay.

#### **34.4 Bumping (Displacement)**

- (a) In order to be eligible to bump, the employee must have pursued, during the internal placement period, any vacancies in their classification grade, for which they were qualified. Employees who chose not to apply to vacancies in lower classifications or positions defined in Clause 34.3(d) will still be eligible to bump.
- (b) Employees who meet the requirements in Clause 34.4(a) will be provided an additional two weeks of paid notice while the bumping options are identified through Human Resources.
- (c) The employee can displace the junior continuing employee with the least amount of seniority in the same classification grade or lower. The employee will be provided with a list showing, for each classification grade one bumping choice of a continuing employee with the least amount of seniority in that classification grade. If the employee chooses to bump a lower classified position, then the employee shall be placed on the step of the new pay grade that does not result in a pay increase and which is closest to their pay rate in their previous position.
- (d) The employee must meet the qualification requirements for the position being claimed.
- (e) Employees on regular appointments may exercise their bumping rights into any position provided that they have more seniority than the employee that would be displaced. The displaced employee will be laid off and the employee selecting this option will be placed in the resulting vacancy.
- (f) Where an employee does not have a bumping option in their own classification grade or lower, the employee may claim a position occupied by an employee on auxiliary appointment. Employees who claim an auxiliary position shall retain their regular appointment status for the term of their employment in that position and any subsequent consecutive auxiliary appointments. For the purposes of this article, an employee who has accepted an auxiliary appointment shall retain their right to claim a regular position by internal placement into a vacant position for a maximum period of one year from the date of layoff unless an extension is mutually agreed to by the Joint Committee.
- (g) Where an employee has claimed a position and the employee proves unsatisfactory during a period of familiarization as defined in Clause 22.2(a) (Change in Position), the Union, the employee and the University will engage in a consultative process to determine reasonable next steps in the particular circumstance. If mutual agreement cannot be reached the employee will have access to recall under Clause 34.5.

#### **34.5 Layoff with Recall Rights for 12 Months**

- (a) During the 12-month period of recall, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies they are deemed unqualified for within their classification grade. In these cases, the employee will not forfeit seniority or recall rights.
- (b) Laid-off employees shall be recalled from the recall list in order of seniority within the same classification grade or lower classification grades, provided they are qualified and there is not a more senior employee also on notice of layoff or on the recall list. Where more than one employee on the recall list is determined to have the qualifications for a posted vacancy, seniority will be the determining factor.
- (c) A part-time employee being laid off may notify the Human Resources Department in writing, during the period of notice or recall, that they will not accept internal placement through recall into positions which have more than 10% greater or more than 10% lesser hours per week than their current

position. For example, an employee who has been laid off from a 60% position may notify Human Resources that they will not be placed into a position that is either more than 70% part-time or less than 50% part-time. In these cases, the Human Resources Department will not internally place through recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been placed into them through recall.

(d) A full-time employee who refuses recall to a part-time position will not forfeit seniority and recall rights by not accepting the recall.

(e) Employees offered recall to a position with a lower classification grade will not forfeit seniority and recall rights by not accepting the recall.

(f) If the laid-off employee accepts recall to a position below their original classification grade, the employee shall be placed on the step of the new pay grade that does not result in a pay increase and which is closest to their pay rate in their previous position. In accepting recall to a position with a lower classification grade the employee may elect in writing to Human Resources to remain on the recall list for recall to any vacancies in their original classification grade that occur during the remainder of their recall period.

(g) The recall of an employee into a posted vacancy outside the normal application and selection process shall be subject to the requirement that the employee possesses the qualifications to meet the requirements of the new position. It is understood and agreed that an employee will not be considered lacking in the required qualifications solely because an employee who otherwise is qualified is not experienced on a particular software program, equipment or tools that could be trained within a reasonable period of familiarization.

(h) Where an employee was recalled into a position and the employee proves unsatisfactory during a period of familiarization as defined in Clause 22.2(a) (Change in Position), the Union, the employee and the University will engage in a consultative process to determine reasonable next steps in the particular circumstance. If mutual agreement cannot be reached, the employee will return to the recall list under Clause 34.5 for the remainder of their 12-month period of recall.

(i) The University will maintain the recall list for employees on layoff.

(j) It is the responsibility of the employee on recall to keep the Human Resources Department informed of their address and telephone number.

(k) Notice of recall shall normally be made by email or telephone. The Union shall be notified by email of any recall notifications sent to employees.

(l) If no contact is made with the employee by email or telephone within two working days, recall notice shall be made by registered mail to the address of the employee known by the University.

(m) If there is no response to the written notice of recall within 10 working days of delivery of the registered letter, another applicant may be hired. Failure to acknowledge notice of recall within five working days of recall or failure to report to work having been given at least 10 working days notice will result in forfeiture of seniority and recall rights. In such case, the Union shall be notified immediately.

(n) In the event that the former position of the laid-off employee becomes available within a one-year period from the date of layoff, they shall be offered the position. In the event that an employee refuses a recall offer to their former position within five working days of the offer, the University shall remove the employee's name from the recall list, unless there are extenuating circumstances acceptable to the Joint Committee.

- (o) Prior to filling an auxiliary position, the University shall recall employees laid off pursuant to this article in order of classification grade seniority relating to the vacancy, provided the employee is qualified to do the work and has been laid off within the previous year.
- (p) The University shall review all BCGEU job postings when there are employees on the recall list to identify if such employees meet the qualification requirements of the position. In such instances the laid-off employee will be recalled.
- (q) In the event that an employee on the recall list rejects recall to two vacancies in their former classification grade that they are qualified for, the employee will forfeit their right to any further recall and the University shall remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the Joint Committee. In such cases, the Union shall be notified immediately.
- (r) An employee whose position is eliminated under this article and who has served the University for two years or more shall, if re-employed by the University in accordance with Clause 34.5(p), retain all rights in relation to seniority and salary.
- (s) In the case of employees whose employment was terminated under this article, the records of such employees and any references for them shall clearly indicate the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.
- (t) In the event of layoff of employees on regular appointments, the University agrees to pay the monthly BC Medical Plan premiums for employees on regular appointments who are presently covered by the Plan, up to a limit of three months.
- (u) If former employees who received severance are re-employed on a regular appointment by the University during the 12-month period following termination, they shall refund the University that portion of severance pay which exceeds one month's salary for each month of layoff.

## **ARTICLE 35 - DISCIPLINE, SUSPENSION, DISMISSAL**

### **35.1 Investigation of Conduct**

The parties agree that in certain situations, it may be in the best interest of both the University and employees that employees be reassigned to another job or removed from all the University locations during an investigation of conduct. Reassignment or removal will be at the discretion of the University. If an employee is removed prior to imposing disciplinary action the leave of absence will be without loss of pay.

### **35.2 Written Warnings**

- (a) Whenever the University or its agent deems it necessary to issue a written warning to an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employees fails to bring their performance up to a required standard by a given date, the University shall, within 10 working days after the warning, given written particulars of such warning to the employee and the Union.
- (b) Subject to Clause 35.2(c) after a period of 12 months and upon a request in writing by the censured employee, written warnings shall be removed from personnel records and destroyed, provided there are no further discipline in the intervening period.
- (c) In the case of a written warning issued as a result of a discrimination or sexual harassment complaint, the written warning shall be removed from personnel records and destroyed after a period

of two years, upon a request in writing by the censured employee, and provided there are no further discipline in the intervening period under this clause.

### **35.3 Suspension/Dismissal Procedure**

- (a) An employee on regular appointment may be dismissed for just cause only upon the authority of the University or its agent. Notice of dismissal shall be given in writing to such employee and a copy of the notice shall be released coincidentally to the Union.
- (b) In the case of suspension of the employee, the Union and the employee shall be advised by the University, in writing, of the reasons for such suspension within two working days of the time of suspension.
- (c) An employee considered by the Union to be wrongfully or unjustly disciplined, discharged or suspended shall be entitled to recourse under the grievance procedure in accordance with Article 68 (Discrimination and Harassment).

### **35.4 Abandonment of Position**

An employee who fails to report for duty for three consecutive days without informing the University of the reason for the absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the University.

### **35.5 Right to Steward Representation**

- (a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of, or could lead to, disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward reasonably believes might be the basis of, or could lead to, disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

### **35.6 Correspondence**

Both parties agree that in the case of correspondence relevant to Article 35 (Discipline, Suspension, Dismissal), copies of such correspondence between the University, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

## **ARTICLE 36 - SEPARATION OF EMPLOYMENT**

### **36.1 Dismissal**

Upon dismissal, the employee shall be paid, as soon as possible, by the University all money due to the employee.

**36.2 Resignation**

Upon resigning, the employee shall be paid by the University, on or before the payday in the week following such resignation, all money due to the employee.

**36.3 Notice**

An employee shall notify the University of their decision to leave the employ of the University by giving written notice one month in advance of the effective date of resignation unless an earlier date is mutually acceptable. The employee shall receive termination pay and benefits as provided for in this agreement.

**ARTICLE 37 - RE-EMPLOYMENT****37.1 Rescind Resignation**

An employee, who was on a regular appointment, and who resigns for personal reasons may, within seven calendar days of the date of resignation, apply to be reinstated in their former position.

**37.2 Retain Rights**

In the event that an employee is reinstated pursuant to this article, such employee shall retain all previous rights with respect to seniority and benefits, provided that the employee had previously been employed with the University for a minimum of five years.

**ARTICLE 38 - TECHNOLOGICAL CHANGE****38.1 Notice of Intention**

Whenever possible the University will provide the Union with two months' notice of intention to introduce technological changes which might result in displacement or reduction of personnel.

**38.2 Retraining**

Employees becoming redundant due to technological change shall be eligible for retraining to qualify for new positions. Such retraining will be provided by the University without loss of pay to the affected employee(s).

**38.3 Displacement**

Employees who are displaced from their jobs by technological change will suffer no reduction in normal earnings for a three-month period following such change and will be given the opportunity to fill other positions according to seniority and qualifications.

**38.4 Placement Planning**

Eligibility for retraining shall be based on the employee's capability to perform the duties of the new position within a three-month training period. If an employee has such capabilities, retraining must be offered. An employee who is offered retraining shall inform the Human Resources Department in writing within one month of receiving notice whether they intend to accept retraining.

**38.5 Severance/Layoff**

Employees whose services are terminated because of technological change shall receive severance pay or other options under Article 34 (Layoff and Recall).

**ARTICLE 39 - SEVERANCE PAY****39.1 Eligible for Severance**

Regular employees will be eligible for severance pay if they are an employee whose service is terminated by the University for reasons pursuant to Article 34 (Layoff and Recall) and Article 38 (Technological Change).

**39.2 Severance Pay Calculation**

- (a) If severance is payable under Clause 39.1 then it shall be based on the employee's highest monthly salary and shall be calculated as follows:

Completed Years of Service	Severance
1 - 4	5 days for each year
5 - 8	40 days
9+	5 days for each year

- (b) Severance pay for part-time and sessional employees will be payable on a pro rata basis with the total hours worked prorated over the length of service to calculate the average number of hours worked each day to determine the daily rate.
- (c) As of July 1, 2024, a regular employee who has elected severance pay pursuant to this article shall be entitled to seven days severance pay for every year (1820 hours at straight-time rate) of regular service seniority or major part thereof.
- (d) The maximum amount of severance pay an employee is entitled to will be no more than 26 weeks.
- (e) Employees who have earned more than 26 weeks of severance pay prior to July 1, 2024, will maintain their accrued severance pay and will not accumulate additional severance pay as per Clause (c) above.

**39.3 Termination for Cause**

Severance pay shall not be payable to employees terminated for cause nor to employees who have less than one year of completed service.

**ARTICLE 40 - VACATIONS****40.1 Definition**

Annual vacation shall be based upon the calendar year; i.e., January 1<sup>st</sup> to December 31<sup>st</sup>, inclusive.

**40.2 Leave Entitlement for New Employees**

An employee earns but is not entitled to receive vacation leave during the first six months of employment, except by mutual agreement of the employee and the University. Vacation entitlement earned prior to December 31<sup>st</sup> shall be added to the next year's holiday entitlement.

**40.3 Carryover**

Upon notification in writing to their supervisor(s) prior to November 30<sup>th</sup>, employees on regular appointments may carry over a maximum of 10 days' vacation leave to the next calendar year. Carryover of vacation leave for part-time employees will be prorated based on FTE. Employees on sessional

appointments may take vacation entitlement at a mutually agreeable time during the period of their appointments, and the provision to carry over vacation does not apply.

#### **40.4 Payout of Vacation**

For employees on sessional appointments, vacation entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.

Employees on regular appointments shall not receive cash in lieu of vacation time except upon termination of their employment.

#### **40.5 Vacation Leave Credits**

(a) Employees on regular appointments of 12 months a year earn vacation leave credits as follows; prorated where there is less than a full year's service:

(1) During the 1<sup>st</sup> to 6<sup>th</sup> consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.

(2) During the 7<sup>th</sup> to 9<sup>th</sup> consecutive years of employment, employees shall receive 26 working days annual vacation.

(3) During the 10<sup>th</sup> to 14<sup>th</sup> consecutive years of employment, employees shall receive 28 working days annual vacation.

(4) During the 15<sup>th</sup> consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.

(b) For employees on full-time regular appointments proration of annual vacation entitlement shall be based upon every month of service in which employees are paid a minimum of 70 hours.

(c) For employees on part-time regular appointments proration of annual vacation entitlement shall be based on actual hours worked.

(d) Employees on full-time regular appointments of less than 12 months or part-time regular appointment shall earn vacation leave credits in accordance with Clause 40.5(a) on the basis of accumulative service.

#### **40.6 Auxiliary Appointments**

(a) Auxiliary employees, who are on the seniority list, may request vacation leave by application to their supervisor.

(b) Employees on auxiliary appointments shall receive vacation pay at 6% for the first 3,430 accumulated hours, 8% for the next 6,720 accumulated hours and 10% for all hours accumulated over 10,150 hours subject to Clause 24.2(e) (Seniority for Auxiliary Appointments). Vacation pay shall be paid semi-monthly.

(c) Notwithstanding Clause 24.2(e) (Seniority for Auxiliary Appointments), offers of employment for which employees are qualified, and which would have required the employees to work during a vacation leave, shall not be deemed a refusal of employment.

#### **40.7 Vacation Schedules**

(a) Vacation schedules shall be circulated and posted not later than April 1<sup>st</sup> of each year. Employees who do not exercise their seniority rights by April 16<sup>th</sup> shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

- (b) Employees who transfer to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only.
- (c) The University shall make every reasonable effort, subject to operational requirements, to ensure that employees are able to schedule vacations any time within the calendar year.
- (d) Vacation schedules, once approved by the University, shall not be changed at the request of the University, other than in the cases of emergency.
- (e) Scheduled vacation can be changed at the request of the employee if alternate scheduling arrangements meet the work requirements of the department. Such request shall not be unreasonably refused.

#### **40.8 Vacation Pay**

Payment for vacations will be made at employees' regular rates of pay, except if employees have been working in a higher paid position than their regular position for the majority of 60 working days preceding their vacation, in which case they shall receive the higher rate.

#### **40.9 Vacation Relief**

The Employer acknowledges that the purpose of vacation leave is to provide employees with a period of relief from the normal working environment and, as such, that employees are entitled to expect that their principal duties will be carried out during a period of absence.

### **ARTICLE 41 - STATUTORY HOLIDAYS**

#### **41.1 Regular Appointments**

- (a) All employees on regular appointments shall receive a day off with pay on the following holidays:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	December 25 <sup>th</sup>
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed by the federal, provincial or municipal government as a holiday. When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay, to be scheduled at a time of their choosing within the next two months following the statutory holiday, subject to operational requirements. Employees required to work on any of the above holidays shall receive a regular day's pay at the rate of double-time for hours worked plus another day's pay or day off. Employees electing to take the day off are entitled to take a day off at a time of their choosing within the next four months, subject to operational requirements.

Should the Government of Canada set a date for the National Day of Truth and Reconciliation that differs from the date the Province of British Columbia designates, the provincial date will be recognized with no additional day off or pay for the date set by the Government of Canada.

- (b) Statutory holidays for regular part-time employees will be prorated based on actual hours worked in the preceding 28-day calendar period.

#### **41.2 Employees on Auxiliary Appointments**

All employees on auxiliary appointments who have worked or earned income on 12 of the 30 calendar days prior to a statutory holiday, and are still employed by the University, or are re-employed by the University within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have worked in the four-week period immediately preceding the week in which the statutory holiday occurs.

#### **ARTICLE 42 - STAFF PENSION PLAN**

Enrolment in the University Staff Pension Plan shall be as set out under the rules of the University Staff Pension Plan.

#### **ARTICLE 43 - DEFERRED SALARY LEAVE PLAN**

Employees on regular appointments who have been continuously employed at the University for a minimum of five years are eligible to participate in the UBC Deferred Salary Leave Plan.

#### **ARTICLE 44 - HEALTH AND WELFARE PLANS**

##### **44.1 Medical Plan**

- (a) The Employer shall pay 100% of the monthly contribution to the Medical Plan.
- (b) Upon appointment to employment all regular employees shall be eligible to participate in the Medical Plan as outlined in (a) above.
- (c) After 66 days of accumulated service, auxiliary employees shall be eligible to participate in the Medical Plan as outlined in (a) above.

##### **44.2 Dental Plan**

- (a) The Employer shall pay 100% of the monthly contribution to the Dental Plan.
- (b) All regular employees who work a minimum of 17½ hours per week are eligible to participate in the Dental Plan as outlined on their date of hire.
- (c) After 66 days of accumulated service, all auxiliary employees shall be eligible to participate in the Dental Plan as outlined in (a) above, provided they work a minimum of 17½ hours per week.

##### **44.3 Extended Health Benefits**

- (a) The Employer shall pay 100% of the Extended Health Benefit premium.
- (b) All regular employees who work a minimum of 17½ hours per week are eligible to participate in the Extended Health Benefit Plan as outlined in (a) above on their date of hire.
- (c) After 66 days of accumulated service, all auxiliary employees shall be eligible to participate in the Extended Health Plan as outlined in (a) above, provided they work a minimum of 17½ hours per week.

##### **44.4 Basic Group Life Insurance**

The University will pay 100% of the premiums for Basic Group Life Insurance.

**44.5 Income Replacement (Long-Term Disability)**

Regular employees will pay 100% of the premiums for the Income Replacement Plan (Long-Term Disability).

**44.6 Employee and Family Assistance Program**

The University will pay 100% of the premiums for the Employee and Family Assistance Program.

**ARTICLE 45 - CONTINUATION OF BENEFIT COVERAGE****45.1 Eligibility**

(a) When employees go off work ill, (either short-term or on LTD) or are on a WorkSafeBC claim, or for leaves covered under Part 6 of the *Employment Standards Act*, the University shall continue to pay any or all employer portion(s) of the benefits premium of Health and Welfare Benefits as detailed under Article 44 (Health and Welfare Plans). If a grievance is invoked on their discharge, the University shall continue to pay Health and Welfare benefits for a period of 30 calendar days.

(b) When employees go off work on a leave of absence without salary, other than those leaves covered in (a) above, the University shall continue to pay any or all employer portion(s) of the benefits premium of Health and Welfare Benefits as detailed under Article 44 (Health and Welfare Plans) provided:

- (1) the employee(s) reimburse the University for such contributions made on their behalf and is at no time in arrears;
- (2) periods of less than one month shall not be charged to the employee;
- (3) the period of such coverage shall exceed 12 months only by mutual agreement of the University and the Union.

**ARTICLE 46 - WORKSAFEBC CLAIM****46.1 Compensation Payable**

Where employee(s) are on a claim recognized by the WorkSafeBC, employee(s) shall be entitled to leave, at 90% of average net earnings (subject to upward adjustment in accordance with WorkSafeBC rates) of their regular rate of pay, for a maximum of 24 months for any one claim resulting from any one injury or recurrence of that injury. The compensation payable by the WorkSafeBC shall be remitted to the University. The following conditions shall apply:

- (a) The University shall pay Health and Welfare Benefits as defined under Article 44 (Health and Welfare Plans) during the first 24 months leave on each WorkSafeBC Claim.
- (b) Employees on WorkSafeBC claims will retain full pensionable service based on their appointment and the cost shall be shared between the University and the employee in accordance with applicable pension legislation.
- (c) If after 24 months under Clause 46.1 the employee(s) still remains on leave, the employee(s) shall be considered on a direct WorkSafeBC claim.

**46.2 Direct Claim Agreement**

Employees may, at their option, choose a direct claim arrangement with WorkSafeBC and be considered on a leave without pay from the University. In this case, Health and Welfare Benefits and pension coverage will not be maintained by the University.

## ARTICLE 47 - SICK LEAVE PROVISIONS

### 47.1 Sick Leave Defined

Sick leave means the period of time employees are permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workers Compensation Act*.

### 47.2 Amount of Sick Leave

(a) Sick leave shall be granted to employees on regular appointments, on the basis of one-and-one quarter days for every month of service. Employees working less than full-time shall earn sick leave on a pro rata basis based on the employee's regular appointment. Sick leave shall be calculated from the date of employment. In any one year when employee(s) have not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 152 working days for future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in this agreement.

(b) Auxiliary employees who have accrued 66 days worked will accrue one-and-one quarter days per month, provided they have worked at least 11 days of the month at full-time. Auxiliaries working less than full-time, but who have worked at least 11 days of the month, shall earn sick leave on a pro rata basis based on the number of hours worked. Auxiliary employees are entitled to accrue a maximum of 152 working days of sick leave.

The provisions of the *Employment Standards Act* are incorporated into this article such that all employees who do not accrue sick leave as specified above are entitled to a minimum of five days of sick leave per year after completing 90 calendar days of service. This is not in addition to any entitlement that may be accrued in (a) and (b). Subsequent amendments to the *Employment Standards Act* sick leave provisions shall be incorporated into this article to maintain statutory compliance without creating additional entitlements.

(c) There shall be a charge against an employee's sick leave credits for absences that exceed two hours. An employee who is unable to perform their duties because of illness or injury must inform their supervisor as soon as possible.

(d) When employees are qualified for sick leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave, and the period of vacation so displaced shall be taken at a mutually agreed time.

### 47.3 Illness in the Family

(a) In the case of illness in the immediate family where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use accumulated sick leave for this purpose, to a maximum of 10 days per year provided a minimum of 12 days is available each year for personal sick leave only (see Clause 47.2).

(b) Immediate family in this clause means:

- (1) the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee; and
- (2) any person who lives with an employee as a member of the employee's family.

**47.4 Proof of Illness**

- (a) Employees may be required to produce a certificate from a duly qualified practitioner for any illness certifying that they are unable to carry out their duties due to illness. Employees may be required to produce a certificate from a duly qualified practitioner certifying that the immediate family member is ill and requires attention.
- (b) The University may require employees to have their physician complete the University's Illness and Injury Report, and to forward the completed report to the University, following five days of continued illness.
- (c) If the University requires medical documentation beyond the initial physician's certificate of illness, the University shall reimburse the employee for the cost of such documentation.

**47.5 Sick Leave During Leave of Absence**

When employees are given leave of absence without pay for any reason, or are laid off in accordance with Article 34 (Layoff and Recall) and return to the service of the University upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

**47.6 Sick Leave Records**

A record of all unused sick leave will be kept by the University. On receipt of written application to their supervisor employees shall be advised of the amount of sick leave accrued to their credit.

**47.7 Retirement Leave**

Upon retirement, employees on regular appointments who were 48 years of age and accumulated 14 years of service as of July 1, 2005, shall be granted a cash payout, equal to a maximum of 60 days accumulated sick leave.

**47.8 Medical and Dental Appointments**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for dependent children shall be permitted, but where any such individual absence exceeds two hours, or where the number of hours exceeds 15 hours per annum, the additional time off shall be charged to employees' sick leave credits.
- (b) As of January 1, 2025, where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for dependent children shall be permitted, but where any such individual absence exceeds two hours, or where the number of hours exceeds 20 hours per annum, the additional time off shall be charged to employees' sick leave credits.
- (c) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical/dental centre.

**47.9 Medical Examination**

- (a) Should the University reasonably require further medical information relating to an employee, such information will be sought from the employee's treating medical practitioner. Where an employee is under the care of a specialist, that information will be sought from the treating specialist.

- (b) Where the University reasonably requires that a medical examination by a particular speciality is required, the employee will be examined by a medical doctor that is mutually agreed to by the University and the Union.
- (c) Should no agreement be reached under (b) above, or the University believes that further information is required and agreement cannot be obtained, the University retains the right to require the employee to attend an independent medical examination with a specialist of its choosing.
- (d) The right is reserved by the University to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the BC Medical Association. When necessary, the physician, pursuant to (b) or (c), shall consult with the employee's physician. If deemed fit to return to work by a physician, the employee will be reinstated forthwith without further loss of pay.
- (e) Where the University requires an employee to undergo a medical examination, it shall be at the University's expense and on University time, other than a medical examination required under Clause 47.4 hereof.

#### **47.10 Subrogation**

While no employee shall be required to take legal action to recover lost salary or other damages from any person, employees shall turn over, or cause to be turned over to the University, any monies received directly or indirectly by them from the Insurance Corporation of British Columbia or any other person, excluding interest, as a result of a claim for lost salary, where employees have used their sick leave with pay as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave will be credited upon payment of these monies. The amount an employee is required to repay to the University for a claim of lost salary shall be net of verified expenses incurred by the employee to recover that claim.

This requirement for repayment shall not apply to an award or judgment pursuant to a claim or legal action where the award or judgment does not specify damages for lost salary.

### **ARTICLE 48 - MATERNITY, PARENTAL AND ADOPTION LEAVE**

#### **48.1 Entitlement**

Employees are entitled to Maternity, Parental and Adoption leave as specified in this collective agreement and under the provisions and regulations of the *Employment Standards Act* of British Columbia, as amended from time to time. The University's Supplemental Employment Benefits (SEB) Plan does not fall under this *Act*.

The employee must apply for maternity, parental or adoption leave in writing to their supervisor at least four weeks prior to the start date of the leave. This notice may be waived by the University because of extenuating circumstances.

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

- (1) If the child is hospitalized, the 17-week maternity leave (without pay) limit can be extended for every week the child is in the hospital up to 52 weeks following the week of the child's birth.

(2) An additional six weeks after the termination of pregnancy which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six weeks after that date.

(b) *Parental Leave* - A pregnant employee who takes maternity leave is entitled to up to 61 weeks of parental leave without pay following the birth of the child. A parent, other than an adopting parent, who does not take maternity leave is entitled to 62 consecutive weeks of parental leave of absence, without pay, from the University beginning after the child's birth and within 78 weeks after that event. The parental leave can be taken by either parent or shared between both but must begin immediately after the end of the maternity leave. The total number of weeks of maternity and parental leave, without pay for a pregnant employee is limited to 78 weeks plus a further parental leave without pay, of up to five additional weeks, will be granted to either the pregnant employee or their partner (the parent who does not take maternity leave) where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

(c) *Adoption Leave* - For an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent. Further parental leave without pay, of up to five additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

#### **48.2 Maternity and Parental Leave**

Employees are entitled to maternity, parental and adoption leave as specified in this collective agreement and under the federal provisions and regulations of the *Employment Insurance Act* of Canada, as amended from time to time. The University's Supplemental Employment Benefits (SEB) Plan does not fall under this Act.

(a) *Pregnant employee* - A pregnant employee who takes maternity leave is entitled to 17 weeks of maternity benefits and 35 consecutive weeks of standard parental leave or 61 weeks of extended parental leave without pay, from the University.

(b) *Parental Benefits and Employment Insurance* - If eligible, Employment Insurance pays a total of 35 weeks of EI standard parental benefits or 61 weeks of extended parental benefits. EI parental benefits may be taken by either of the birth parents or shared between the birth parents. If the parent who does not take maternity leave, takes the entire parental leave, they will need to serve a one week waiting period before EI benefits commence.

(c) *Adoption Leave* - An employee who adopts a child is entitled to 35 weeks of standard parental leave or 61 weeks of extended parental leave without pay.

(d) *Paternal Sharing Benefit* - Where an employee is eligible for the Employment Insurance (EI) Sharing Benefit, the duration of the parental leave available under this article is extended by:

(1) five weeks where the employee has elected to receive the standard parental benefits of 35 weeks, such that the total parental leave is extended to 40 weeks; or

(2) eight weeks where the employee has elected to receive extended parental benefit of 61 weeks, such that the total parental leave is extended to 69 weeks.

#### **48.3 Vacation**

Employees on maternity, parental or adoption leave who qualify for those benefits shall receive full vacation credits in the first six months of such leave.

#### **48.4 Sick Leave**

Employees on maternity, parental or adoption leave who qualify for those benefits shall receive full accrual of sick leave in the first month of such leave. Following the first month of such leave, accrual of sick leave credits shall be prorated based on the maternity/adoption leave salary differential paid to the employee by the University.

#### **48.5 Health and Welfare Benefits**

The University will continue to pay for its portion of benefits for the duration of the leave, as per Employment Standards. An employee on maternity, parental leave, or adoption leave may maintain coverage on the following plans by providing post-dated cheques to Financial Services for their share of the following premiums/contributions:

- Medical Plan
- Dental Plan
- Extended Health Plan
- Group Life Insurance Plan
- Long-Term Disability Plan
- Pension Plan
- Employee & Family Assistance Plan

#### **48.6 Return to Work**

Upon return to work the employee shall be reinstated in their former position, with all increments to wages and to benefits to which the employee would have been entitled had the leave not been taken. If their former position has been discontinued, they will be considered laid off consistent with Article 34 (Layoff and Recall).

An employee on maternity, adoption or parental leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for the period of such leave.

#### **48.7 Employment Insurance and Supplemental Employment Benefits Plan**

- (a) *Employment Insurance Maternity Benefits* - If eligible, Employment Insurance pays a total of 15 weeks of EI maternity benefits; there is a one-week unpaid waiting period.
- (b) *Maternity Leave and Parental Leave Supplemental Employment Benefits Plan* - Employees who meet the University's Supplemental Employment Benefits (SEB) Plan eligibility requirements will receive top-up benefits during the maternity leave portion of their leave.
- (c) *Parental Leave Supplemental Employment Benefits Plan for Adoptive Parents* - Employees who meet the University's Supplemental Employment Benefits (SEB) Plan eligibility requirements will receive top-up benefits during a portion of their parental leave.

#### **48.8 Supplemental Employment Benefit Plan for Maternity and Parental Leave**

- (a) For a maximum of 17 weeks of maternity leave, the pregnant employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of their regular weekly earnings.
- (b) For up to a maximum of 35 weeks of standard parental leave as defined by Service Canada, the pregnant employee and/or the parent who did not take the maternity leave or adoptive parent who is an employee shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the employee's regular weekly earnings.

(c) Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance.

(d) If the other parent is not required to serve the EI one-week waiting period because they are sharing the EI parental leave benefits with the parent who took maternity leave, then they are eligible for the same level of top up based on the standard or extended parental leave for the remaining portion of the parental leave. If both parents are employees wishing to take leave at the same time, the Supplemental Employment Benefit (SEB) Plan is shared.

(e) Any additional time taken beyond the standard or extended parental leave options under Service Canada, will not be eligible for the Supplemental Employment Benefits and will receive benefits as defined by Service Canada.

#### **48.9 Eligibility for Supplemental Employment Benefit Plan**

If the employee does not apply for, or qualify for, Employment Insurance benefits, the University will not pay Supplemental Employment Benefits (SEB) to the employee for the period of time the employee was on maternity, parental, or adoption leave. To receive Supplementary Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

#### **48.10 Return to Work**

(a) To be entitled to the above-noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(b) If employees fail to return to work on the pre-arranged date, monies paid by the University under this clause shall be recovered.

### **ARTICLE 49 - BEREAVEMENT**

#### **49.1 Entitlement**

In the case of death in the immediate family, leave with pay shall be granted to regular employees to a maximum of five working days. Any additional leave is without pay or as a charge to vacation leave. The employee has the ability to split the five-day entitlement between the date of death and the date of service.

#### **49.2 Definition**

(a) Immediate family is defined as an employee's parent, spouse/partner, sibling, child, spouse/partner's child or ward, child's spouse/partner, grandparent, grandchild, spouse/partner's parent, spouse/partner's siblings, sibling's partners, and any other relative permanently residing in the employee's household or with who the employee permanently resides. It is understood that spouse/partner includes non-binary, gender-fluid and gender-queer individuals.

(b) For self-identifying Indigenous employees, leave as outlined in Clause 49.1, will also be granted for the passing of an Elder close to them and/or the Community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle).

*This article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within six months of ratification.*

### **49.3 Funeral Duties**

Up to one day's leave with pay will be allowed to attend the funeral/service of a friend or relation not defined under Clause 49.2 to a maximum of two days per year. Where employees have been asked to participate in the service they shall be allowed sufficient time off from their duties to meet those obligations.

### **49.4 Vacation Compensation**

If employees are on vacation leave at the time of the bereavement, they should, upon their return to duty, present their supervisor with sufficient proof of bereavement and receive a day or days off to compensate for the time lost during their vacation.

### **49.5 Auxiliary Employees**

Auxiliary employees will be granted leave without pay consistent with the provisions in this article.

## **ARTICLE 50 - DECEASED EMPLOYEE**

### **50.1 Payments to Beneficiary(ies)**

In the event of the death of an employee, the employee's beneficiary(ies), as stated under the group insurance plan, or the employee's estate shall receive:

- (a) payment of the full month's salary of deceased irrespective of the day in the month that the employee died;
- (b) payment in full of an employee's accrued vacation pay;
- (c) where an employee dies while in the service of the University, the following amounts shall be paid to the dependent or dependents of the employee:
  - (1) one month's salary for each completed and continuous year in the service of the University, to a maximum of six months.

### **50.2 Timely Payments**

All the aforementioned payments will be paid without delay.

## **ARTICLE 51 - EXCHANGE LEAVE**

### **51.1 Employee Exchange Committee**

An employee exchange committee shall be established consisting of two members appointed by the University and two members appointed by the Union who shall be employees on regular appointments. This Committee shall meet no later than 10 working days following the call of either party.

### **51.2 Eligibility**

- (a) Employees on regular full-time appointments who have been employed by the University for three years or more and are not on probation may initiate negotiations on their own to exchange positions with an individual of comparable qualifications and experience for one year.
- (b) Applications from employees on regular part-time or sessional appointments will be considered for approval on an individual basis.

**51.3 Conditions**

Exchange leave shall be subject to the following conditions:

- (a) Employees granted exchange leave shall have their full salary and benefits paid by the University during the exchange period.
- (b) The exchange time shall count in full for increment and seniority purposes.
- (c) Exchange leaves shall normally be for one year with the possibility of leaves of six months to one year if within the BC University system.
- (d) Only one employee or 10% of staff within a department, whichever is greater, shall normally be on exchange leave at any given time.
- (e) Incoming employees must agree to take out an associate membership in the Union and must sign a statement to the effect that they will abide by the conditions and procedures laid down in the agreement.
- (f) The University shall extend to the incoming employees all non-monetary benefits of the agreement.
- (g) Whatever would normally constitute grounds for dismissal or suspension under the agreement shall be considered grounds for the termination of the exchange agreement.
- (h) Employees applying for exchange and the University shall normally adhere to the following time schedule:
  - (1) At least one year before the commencement of the proposed leave, employees wishing to take an exchange leave shall notify the designated supervisor, in writing, of their intention to negotiate an exchange leave. The supervisor will forward the application to the Employee Exchange Committee which shall review the application and the effect the leave would have on University operations. This process shall include consultation with the designated supervisor and the employees in the area concerned. The Committee will submit its recommendation to the supervisor in respect of the candidate to be granted exchange leave. The supervisor will notify the employee(s) of the preliminary decision of the University.
  - (2) At least 10 months prior to the commencement of the proposed leave, employees shall notify the designated supervisor of their proposed arrangements and submit the qualifications and references of the incoming employee(s) for approval. These qualifications shall be reviewed jointly with the designated supervisor and the Employee Exchange Committee and a recommendation shall be made to the supervisor by the Employee Exchange Committee.
  - (3) The supervisor will notify the employee(s), in writing, within one month of (2) above of the decision of the University. If the proposal for exchange leave is declined, the employee(s) shall be informed of the reason for the denial.
  - (4) The above time limits may be waived by mutual consent of all parties.

**ARTICLE 52 - EDUCATIONAL LEAVE AND EMPLOYEE TRAINING****52.1 Educational Leave at the Request of the University**

- (a) Employees who are selected by the University to attend a course in connection with their employment shall receive expenses and full pay and benefits while in attendance. This article does not apply to the maintenance of certificates and/or credentials which are conditions of employment.

- (b) The University will pay the full cost of any course of instruction approved under Section (a) above upon proof of the employee's successful completion of such course and upon the submission of receipts.
- (c) Employees who must leave the area to take examinations at the completion of a course approved by the University, or employees who receive advance approval to leave the area to take a short course, as defined in Section (b) of this clause may be granted leave of absence with pay for the time involved.

## **52.2 Employee Training**

- (a) When the University introduces new, enhanced or changed work processes that are not of a routine nature into a regular employee's job, the University shall identify and provide the support and/or training required to perform the job duties.
- (b) The supervisor shall discuss the employee development needs with the employees.
- (c) Employees shall suffer no loss of pay to participate in this training.
- (d) This clause shall apply to auxiliary employees, selected in accordance with Clause 20.4 (Selection: Auxiliary Appointments), or auxiliary employees currently working in the area where the new, enhanced or changed work processes occur.

## **ARTICLE 53 - STAFF DEVELOPMENT**

### **53.1 Definition**

- (a) The provisions of this article are intended to assist employees in maintaining and improving knowledge and skills relative to the employee's responsibilities or to their career development at the University. It is recognized that both employees and the University benefit from staff development.
- (b) The staff development fund will not be utilized for the purpose of employees attending a course or program at the sole request of a supervisor, or for any course or training needed to meet the minimum requirements for the current position held by the employee.
- (c) The staff development fund terms of reference will be set and reviewed annually by the BCGEU joint labour management committee.

### **53.2 Eligibility**

All employees under this agreement who have completed their probation period will be eligible to apply for a staff development leave and/or financial assistance.

### **53.3 Joint Staff Development Leave**

Employees may be granted staff development leave upon approval by the University. Applications for leave or financial assistance shall be submitted to the designated supervisor for consideration at least one month in advance of the development activity.

### **53.4 Approval**

Staff development leave shall be subject to the following:

- (a) The leave may be taken only at a time mutually agreeable to the supervisor and the employee(s).
- (b) Approved leave shall be at full salary unless mutually agreed otherwise by the employee(s) and the supervisor.

**53.5 Funds**

There shall be a staff development fund established to fund staff development activities.

- (a) The University commits to maintain funding for the Professional and Skills Development program at the current established amount of \$100,000 per contract year until such time as the parties agree to amend the funding level.
- (b) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.
- (c) The status and usage, including approvals and denials of the fund, is reported to the BCGEU joint labour management committee quarterly.

**ARTICLE 54 - UBC TUITION WAIVER - COURSE REGISTRATION**

This article will be governed by the UBC Policy on Tuition Fee Benefit including eligibility requirements. The benefit provides for:

- (a) a maximum of 12 credits per year (12 months);
- (b) non-credit courses offered through continuing studies may be taken to the equivalent in fees over a year;
- (c) fees are waived (taxable benefit) but the employee pays for materials, equipment, travel costs and student fees;
- (d) the benefit may be transferred in full or in part to the eligible employee's spouse or dependent child (maximum of 12 credits per year);
- (e) refer to the UBC Tuition Fee Benefit for complete benefit details.

**ARTICLE 55 - SEASONAL LEAVE PROVISIONS**

- (a) Three additional days leave of absence with pay per calendar year shall be granted by the University to all regular employees. These days are intended to be used during the three working days during the seasonal leave period (between December 26<sup>th</sup> and January 1<sup>st</sup>).
- (b) These days may alternatively be used by employees at other times during the year subject to reasonable timing of notice and operational requirements. If an employee has used these three leave days during the year, the type of replacement leave used for the seasonal leave period shall be mutually agreed with their supervisor.
- (c) All days must be used within the year and may not be carried over to the following year.
- (d) Should employees be required to work during the seasonal leave period, they will be paid at their regular rate of pay and be granted the equivalent number of days (up to three days) off with pay at some other mutually agreeable time, unless they have already used these three days during the course of the year.

**ARTICLE 56 - LEAVE OF ABSENCE****56.1 Approved Leave of Absence Without Pay**

- (a) A non-probationary employee may apply for a leave of absence without pay for up to six months when all other applicable leaves have been exhausted. The employee shall submit a request in writing

to the supervisor/department head, stating the reasons for the leave. Approval for such leave shall not be unreasonably denied.

(b) Extensions of leave shall be at the sole discretion of the department head, to a maximum of one year in total absence. Any request for extensions shall be made in writing at least 30 days prior to the expiry of the initial leave. Such discretion shall not be unreasonably denied.

(c) When possible, the employee shall be placed in their former position and work schedule upon return to work. Should the employee's position be unavailable due to restructuring or exigency, Article 34 (Layoff and Recall) will be invoked.

(d) During leave of absence without pay, employees shall accrue seniority for up to two months. Time while on leave of absence without pay in excess of two months will not be included in the calculation of increments and severance pay.

### **56.2 Leave of Absence for University Committees**

An employee whose assigned work schedule would prevent the employee from attending meetings of a university committee to which they have been elected or appointed, shall be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the University will backfill the employee as necessary.

### **56.3 Family Responsibility Leave**

In addition to any entitlement for this purpose, an employee is entitled to up to five days of unpaid leave during each year to meet responsibilities related to:

(a) the care, health or education of a child in the employee's care. For the purpose of this clause, "*child in the employee's care*" means a child under the age of nineteen. Parents are not entitled to family responsibility leave to attend to education-related issues of their children after they reach the age of nineteen; or

(b) the care or health of any other member of the employee's immediate family. For the purpose of this clause, immediate family is defined as in Clause 47.3(b) (Illness in the Family).

### **56.4 Compassionate Leave**

An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to 27 weeks to care for a gravely ill family member within a 52-week period. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill member needs care or support and is at risk of dying within 26 weeks.

A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(a) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.

(b) Time while on this leave of absence without pay will count in full as service for the purposes of calculating annual vacation and termination entitlements, as well as for pension, medical or other benefits, providing that the employee chooses to continue with their share of the cost of the benefit plan.

(c) An employee is also entitled to all the increases in wages and benefits that the employee would have received if the leave had not been taken.

(d) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to their regular position providing the position still exists. If their position no longer exists the provisions of Article 34 (Layoff and Recall) will be followed.

### 56.5 Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave with pay in each calendar year, as follows, in accordance with the *Employment Standards Act*:

- (a) Up to five days of paid leave;
- (b) Up to five days of unpaid leave; and
- (c) Up to 15 weeks of additional unpaid leave.

For the purpose of (a) or (b) or (c) above, such leave may be taken intermittently or in one continuous period.

In the event that legislation changes, regarding domestic violence leave that applies to the employer and provides a greater amount of paid or unpaid leave than identified in (a) above, the legislation will supersede.

### 56.6 Other Leaves

In addition to leaves set out in articles 47 (Sick Leave Provisions), 48 (Maternity, Parental and Adoption Leave), 49 (Bereavement), and 56 (Leave of Absence) of this agreement, the University recognizes their obligation and employee rights with regards to additional leaves covered under the *Employment Standards Act*, Part 6 - Leaves and Jury Duty, including but not necessarily limited to:

- Critical illness or injury leave
- Covid 19 related issues
- Leave for Covid 19 vaccination
- Reservist's Leave
- Leave respecting disappearance of a child
- Leave respecting death of child
- Jury Duty

### 56.7 Indigenous Leave for Ceremonial, Cultural or Spiritual Events

A self-identifying Indigenous employee may request up to two days of leave per calendar year, without loss of pay, to participate in ceremonial, cultural or spiritual event(s). The leave may be taken in one or more blocks of time. For the purpose of this article, a ceremonial, cultural or spiritual event under this section, includes any event that is significant to a self-identifying Indigenous employee's cultural practices. Examples of significant cultural events include, but are not limited to, Hooblyee, Pow-wows, Sundance, sweat lodge ceremony, coming of age events, feasts, traditional food gathering, or ceremonies held following a significant family event.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under Article 49 (Bereavement), as applicable.

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

*This article is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within 60 days of ratification.*

### **56.8 Religious and Cultural Observance Leave**

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

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

Employees may request to take the time off as an unpaid leave of absence in accordance with Clause 56.1 (Approved Leave of Absence Without Pay), vacation in accordance with Article 40 (Vacations), banked overtime, a day off with pay for working on a statutory holiday in accordance with Clause 41.1 (Regular Appointments) or by rescheduling their work hours, subject to operational requirements.

## **ARTICLE 57 - LEAVE FOR UNION OFFICERS**

### **57.1 Elected Position**

- (a) Employees who are elected or appointed to a full-time position with the Union or any body with which the Union is affiliated, shall, upon written request, be entitled to leave of absence without pay for a period of up to four years.
- (b) Employees who are on leave of absence without pay in accordance with Clause 57.1(a) shall continue to accrue seniority during the period of the leave for the purpose of Article 34 (Layoff and Recall) only.

### **57.2 Short-Term Leave for Union Business**

- (a) It is understood that employees granted leave of absence pursuant to this article shall receive their current salary while on leave of absence with pay. Leave of absence granted under this article shall include sufficient travel time. The University agrees that leaves of absence under this article shall not be unreasonably withheld.
- (b) *Without Pay* - Leave of absence without pay and without loss of seniority may be granted:
  - (1) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
  - (2) to employees who are representatives of the Union on a union negotiating committee to attend meetings of the Union's Negotiating Committee.
- (c) *With Pay* - Leave of absence with pay and without loss of seniority may be granted:
  - (1) to employees who are representatives of the Union to leave their employment to carry on negotiations with the University, in keeping with Clause 68.5 (Time Off for Meetings);
  - (2) to stewards, or their alternates, to perform their duties pursuant to Clause 12.1 (Steward Activities);
  - (3) to employees called to appear as witnesses before an arbitration board.

(d) To facilitate the administration of Section (b) of this clause, when leave without pay is officially requested by the BCGEU and is granted by the University, the leave shall be given with pay and the BCGEU shall reimburse the University for the appropriate salary and benefit costs, including travelling time not later than 28 days from the leaves being taken.

(e) *Union Leave*

The Chairperson of the bargaining unit or alternate designated by the Union shall be granted 40% employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee-employer relationships. The Chairperson shall schedule such time with their supervisor. This provision is in addition to any other employer-paid release time in the collective agreement. Where such leave is granted, the University will replace the employee as necessary.

## **ARTICLE 58 - POLITICAL ACTIVITY**

### **58.1 Definition**

The University agrees not to apply restrictions on employees who wish to engage in political activities on their own time as campaign workers. If employees are nominated as candidates for election at the federal, provincial, municipal level, or Indigenous government level, they shall upon written request be granted leave of absence without pay to engage in the election campaign. If elected to office, employees shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office. One month's notice, prior to commencement or return from, shall be given to the University.

### **58.2 Accrual of Seniority**

Employees who are on leave of absence without pay in accordance with Clause 60.1 shall continue to accrue seniority during the period of the leave for the purpose of Article 36 (Layoff and Recall) only.

## **ARTICLE 59 - JURY DUTY**

The University shall pay employees who are required to serve as jurors or subpoenaed court witnesses their normal earnings. Employees will present proof of service.

## **ARTICLE 60 - FIRE FIGHTING PAY**

If employees are called upon to fight a forest fire, the University agrees to retain the employees on the University payroll and agrees to reimburse the employees for the difference in the amount received and their normal working days' pay. If employees are on vacation leave with pay at the time of the summons to fight a forest fire, the number of days spent in fighting shall be credited to their vacation leave.

## **ARTICLE 61 - SUBSISTENCE ALLOWANCES**

Meal allowances will be in accordance with Business Expense Policy (FM8) of UBC.

## ARTICLE 62 - TRAVEL ALLOWANCE

### 62.1 Rate

A travel allowance, in accordance with Business Expense Policy (FM8) of UBC, may be claimed by employees authorized to use their own motor vehicle on University business. It shall not be a condition of employment for employees to supply or use their own car.

### 62.2 Rate Adjustment

From the signing of this agreement, the preceding travel rates will be adjusted to reflect any higher rate(s) awarded to the University staff, or any of the University's other certified bargaining units.

### 62.3 Travel Time

When an employee travels outside of their normal work location at the direction of the University the travel time is considered time worked. Requests made by the employee to attend events such as professional development activities, conferences, workshops and training programs requiring travel, shall not be considered under this article.

- (a) Travel time shall, where possible, be scheduled during regular working hours.
- (b) The University shall pay the employee at their regular rate of pay for time spent in transit outside of their regular working hours, to a maximum of four hours in travel time from their regular work location and four hours in travel time returning to their regular work location.
- (c) Such travel time shall be pre-authorized by the employee's supervisor and confirmed upon the employee's return to their normal work location and schedule.

## ARTICLE 63 - OCCUPATIONAL HEALTH AND SAFETY

### 63.1 Conditions

The University and the Union shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations including the *Workers Compensation Act* and with the University's Health, Safety and Environment policies and procedures as amended from time to time.

### 63.2 Occupational Health and Safety Committee

- (a) The University and the Union agree to maintain the Occupational Health and Safety Committee composed of at least half the members being worker representatives. The Committee will meet as required by WorkSafeBC regulations, to identify situations and make recommendations on situations that may be unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Safety Committee shall be forwarded to the Union and the University.
- (b) The Occupational Health and Safety Committee shall be notified of each accident or injury and shall determine that accident investigations have been carried out, when appropriate.
- (c) Employees who serve on an occupational health and safety committee shall receive their regular rate of pay for attending meetings of the Committee held during working hours or for investigating safety matters at any time at the specific direction of the Occupational Health and Safety Committee or for carrying out any other functions or duties as a committee member in accordance with the *Workers Compensation Act*. This includes mileage and any other reasonable costs. Worker representatives will be granted reasonable time to prepare for each committee meeting. Where the meeting is held

outside the committee members' regular working hours, committee members will receive straight-time pay and any other reasonable costs.

Worker representatives shall be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in Section 36 of the *Workers Compensation Act*. The University will reassign the work that otherwise would have been performed by the worker representative. This may include backfilling the employee for all or part of their time spent away from their work duties.

(d) Committee members shall be entitled to leave without loss of pay/benefits to attend annual training courses as part of their committee training required by the WCB.

If OHS training falls on the worker representative's regular time off, the worker representative will be compensated for all hours while attending the training.

### 63.3 Cooperation on Safety

The parties shall cooperate in promoting safety in the workplace. An employee must not be subject to disciplinary action because the employee has acted in compliance with this article of the collective agreement or an order made by an officer of the WCB.

(a) An employee must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that employee has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

(b) An employee who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to Subsection (a) must immediately report the circumstances of the unsafe condition to their supervisor outside of the bargaining unit. Temporary assignment to alternate work at no loss in pay to the employee until the matter is resolved is deemed not to constitute disciplinary action.

(c) The supervisor outside of the bargaining unit receiving a report made under Subsection (b) must immediately investigate the matter and;

- (1) ensure that any unsafe condition is remedied without delay, or
- (2) if in their opinion the report is not valid, must so inform the employee who made the report.

(d) If the procedure under Subsection (c) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor outside the bargaining unit must investigate the matter in the presence of the employee who made the report and in the presence of:

- (1) a BCGEU member of the Occupational Health and Safety Committee selected by the employee; or
- (2) a reasonably available employee who is selected by the Union.

If neither are available, the worker refusing unsafe work may choose another worker to investigate the concern.

(e) If the investigation under Subsection (d) does not resolve the matter and the employee continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor outside the bargaining unit and the employee or the Union must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

As per WCB Regulation 3.12.1, if the employer reassigns the work to another worker, the other worker must be notified, in writing, of the previous work refusal and why the work is safe for the other worker.

The other worker must also be advised of their right to refuse unsafe work. A copy of this written notification must be provided to the OHS Committee.

#### **63.4 Emergency, Workplace Accident or Injury Response**

(a) Employees shall report an Emergency, Workplace Accident or Injury promptly to their supervisor. The University will develop and maintain clear directives and procedures for all persons to follow in response to emergency situations, workplace accidents or personal injuries. Such directives will be communicated in a manner which can reasonably be expected to bring them to the attention of all persons within the University.

(b) Employees who are injured on the job during working hours and are required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave credits.

##### *Investigation of Accidents*

(c) Preliminary investigation reports, interim corrective action reports, full investigation reports and final corrective action reports will be provided to the Joint Occupational Health and Safety Committee for review. Investigation reports for reportable incidents will be provided to the BCGEU designate, upon request.

(d) In the event of a work-related fatality, the University shall notify the President of the Union, or designate, without undue delay, of the nature and circumstances.

#### **63.5 Transportation of Accident Victims**

(a) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the University.

(b) The University shall ensure that adequate arrangements are made for employee to return to the worksite or current local accommodation, whichever is the most appropriate to the employee's condition. Transportation shall be provided or paid for by the University.

#### **63.6 First Aid Attendant**

(a) WorkSafeBC first aid requirements shall be fully complied with. Those employees who are required by the University to hold a valid first aid attendant's certificate, and whose normal duties include first aid work, shall be granted additional compensation as follows:

Occupational First Aid Level II or III Certificate \$48.75 semi-monthly.

This stipend will be adjusted to reflect any higher rate awarded to any of the University's other certified bargaining units or associations.

(b) The University shall grant leave with pay equivalent to the actual time spent to complete the course and exam in accordance with WCB regulations for designated regular employees to upgrade or renew the Occupational First Aid certification.

(c) The University agrees to reimburse designated regular employees and auxiliary employees who have accumulated the equivalent of 3640 hours of seniority with BCGEU with a current appointment of three consecutive months or more for any tuition fees, textbook charges, or examination fees associated with the upgrading or renewal of First Aid certification upon receipt of proof of the employee's successful completion of such upgrading or renewal, and upon the submission of receipts.

(d) Upon prior approval of the Executive Director, Human Resources, Okanagan Campus, the University shall reimburse designated employees for the actual damages incurred to an employee's personal clothing or property while in the course of their first aid duties.

### **63.7 Video Display Terminals**

The Employer shall ensure that any new office equipment or facility required for use in conjunction with Video Display Terminals (VDT's) shall meet the standards required by the WorkSafeBC.

### **63.8 Special Apparel**

(a) If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by the University. Employees shall consult with their department manager in order that appropriate, approved apparel is selected in light of work being performed. Employees shall be consulted and allowed a reasonable choice of style. The University shall provide eye and/or hearing protection, where required, in accordance with WCB regulations.

(b) Effective January 1, 2023, regular employees and auxiliary employees with more than 1820 hours of accumulated seniority who are required by the WorkSafeBC Regulations to wear safety footwear shall consult with their department manager in order that appropriate, approved footwear is selected in light of work being performed. Once approved, employees will be reimbursed for the actual cost of safety footwear to a maximum of \$200 once every year. Unused benefits, or portions thereafter, may be carried over for a period of one year.

### **63.9 Use of University Vehicles and Equipment**

It is to the mutual advantage of both the University and employees that employees shall not operate University vehicles which are in an unsafe operating condition. It shall be the duty of the employees to conduct a pre-trip inspection and report, in writing, to their designated supervisor, at the beginning of their shift, all safety and/or mechanical defects on the equipment. It shall be the obligation of the University to direct the repair as necessary to conform with the safe and efficient operation of that equipment. In the event that repairs cannot be effected, the equipment will be correctly identified and be kept out of service until repaired and it shall not be considered a violation of their employment when University employees refuse to operate such identified equipment. Employees operating University vehicles will be required to provide a copy of a valid driving licence.

### **63.10 Mental Health**

The Union and the University recognize the importance of supporting and promoting a psychologically healthy workplace and, as such, will continue to adhere to all applicable statutes. The University will endeavor to take a best-practice approach in the promotion of mental health by understanding and adopting all related policies and guidelines. Mental health will continue to be incorporated into the University's Occupational Health and Safety Program and policies.

The University will continue to support the provision of appropriate education and training in mental health for employees who are interested in taking such training.

## **ARTICLE 64 - INDEMNITY - CIVIL AND CRIMINAL ACTIONS**

The University agrees:

(a) that it will not seek indemnity against an employee whose actions result in the liability of the University to a third persons; and

(b) The University 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, that the University 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:

- (1) the employee complies with all reasonable requests of the Employer in defending any such action;
- (2) the actions of the employee that give rise to the action were not dishonest, malicious or otherwise in bad faith;
- (3) that the employee assigns to the University all costs recovered or recoverable in any such action; and
- (4) the employee notifies the University of any action as soon as they become aware of the existence of an action or that an action against the employee and/or the University may be commenced.

## ARTICLE 65 - DISCRIMINATION AND HARASSMENT

### 65.1 Work Environment

The University envisions a climate in which students, faculty and staff are provided with best possible conditions for learning, researching and working, including an environment that is dedicated to excellence, equity and mutual respect. The University strives to realize this vision by establishing employment and educational practices that respect the dignity of individuals and make it possible for everyone to live, work and study in a positive and supportive environment. (UBC Statement on Respectful Environment).

### 65.2 Discrimination and Harassment

- (a) The University and the Union recognize the right of employees to work in an environment free from discrimination and harassment. The University, in cooperation with the Union, will promote a work environment where all employees are treated with respect and dignity.
- (b) The University regards discrimination and harassment as serious offences that are subject to a wide range of remedial or disciplinary measures, including dismissal or expulsion from the University.
- (c) The objectives of the Discrimination Policy (SC7) are to prevent Discrimination and Harassment on grounds protected by the *BC Human Rights Code*, and to provide procedures for handling complaints, remedying situations, and imposing discipline when such Discrimination and Harassment does occur.
- (d) Discrimination and Harassment involving the grounds currently protected by the *BC Human Rights Code* are covered under the Discrimination Policy (SC7) and include Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age or unrelated criminal conviction.

The University and its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reasons of the grounds currently protected by the *BC Human Rights Code*, nor by reason of their membership in a

labour union or for the exercise of rights, privileges and benefits provided by the terms of this collective agreement and the employees shall at all times and in like manner act in good faith toward the University. Sex is defined as in Clause 65.2(e).

(e) The grounds under this Policy will be interpreted in the same manner as they are interpreted by the BC Human Rights Tribunal. For example, the ground of "sex" has been interpreted to include gender identity, gender expression, harassment, sexual assault and the actuality or possibility of pregnancy, breastfeeding and childbirth, and will be so interpreted under this Policy.

(f) Employees allegedly being harassed may register their complaint in writing, in accordance with University Policy. Complaints may be brought to either the Administrative Head of Unit or to the University's Equity Office.

(g) Should the employee who filed the complaint not be satisfied with the results of the University's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 66 (Grievance Procedure).

(h) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the University will be made aware of all or part of the proceedings on a "need to know" basis.

(i) Concerns regarding discrimination or harassment that do not involve any of the grounds prohibited by the BC *Human Rights Code* are not covered by this Policy. Such concerns, including personal harassment, may be addressed by other University policies or procedures, including the UBC Statement on Respectful Environment, collective agreements, employee handbooks and student codes of conduct, and should be taken to the appropriate Administrative Head of Unit, student or employee association, union or human resources office.

### 65.3 Personal Harassment

Personal harassment, which is sometimes referred to as psychological harassment or bullying, is harmful to a respectful environment and therefore has no place at UBC.

(a) Personal harassment is objectionable and unwanted behaviour that is verbally or physically abusive, vexatious or hostile, that is without reasonable justification, and that creates a hostile or intimidating environment. Personal harassment behaviour may include persistent demeaning or intimidating comments, gestures or conduct; threats to a person's employment or educational status, person or property; ostracism or exclusion that undermines an individual's self-esteem; unwarranted and excessive criticism of an individual; abuse of power, authority or position; sabotage of a person's work; hazing; spreading of malicious rumours or lies; or making malicious or vexatious complaints about a person.

(b) Personal harassment does not include the exercise of appropriate managerial or supervisory direction.

(c) A determination that personal harassment has occurred is based not only on what the alleged perpetrator and target of the harassment actually experienced, knew or understood about each other and the situation, but on what a reasonable person in each of their circumstances would have experienced, known or understood, taking into account the full context of the situation.

(d) Employees may report concerns about personal harassment to their direct supervisor, Unit Head or Human Resources.

(e) Employees may process complaints through the grievance procedure according to Article 66 (Grievance Procedure) subject to the following changes:

(1) where a person who is the subject of a grievance under this article is the University representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;

(2) union and university representatives in the course of investigating a complaint of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;

(3) an arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties;

(4) if, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against their wishes;

(5) all formal grievances under this article shall be initiated within 12 months of the event. In the case of a series of events, a grievance shall be filed no later than 12 months after the last event in the series on which the complaint is based. The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

(f) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and the University will be made aware of all or part of the proceeding on a "*need to know*" basis.

#### **65.4 Alternate Complaint Procedure**

Nothing in the University policy and procedures or this article is intended to preclude any employee from following any alternative complaint procedure under the collective agreement or the *BC Human Rights Code* or from initiating any other proceedings in law. If a complaint is being pursued outside of the University, the party conducting the University process may elect to suspend the internal process until the outcome of the process outside the University is determined.

### **ARTICLE 66 - GRIEVANCE PROCEDURE**

#### **66.1 Grievance Definition**

(a) The University and the Union recognize that grievances may arise concerning:

(1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement; or

(2) the dismissal, discipline, or suspension of an employee bound by this agreement.

(b) The procedure for resolving a grievance shall be the grievance procedure in this article.

(c) Both parties agree that, in the case of correspondence relevant to Article 69 (Grievance Procedure), copies of such correspondence between the University and employee(s) and the Union shall be released coincidentally to the President of the Union and/or designate.

**66.2 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the supervisor. The aggrieved employee shall have the right to have a steward present in such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in Clause 66.3(a).

**66.3 Step 2**

(a) An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so not later than 30 calendar days after the date:

- (1) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance;
- (2) on which the employee first became aware of the action or circumstances giving rise to the grievance.

(b) An employee may present a grievance at this level, through the steward, by:

- (1) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article(s) of the agreement infringed upon or alleged to have been violated and the remedy or correction requested; and
- (3) the steward presenting the grievance to the Executive Director, Human Resources, Okanagan Campus (or designate).

(c) Within 14 working days of receiving the grievance at Step 2, the Executive Director, Human Resources, Okanagan Campus (or designate) and the union area staff representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(d) The Executive Director, Human Resources, Okanagan Campus (or designate) shall reply in writing to an employee's grievance within 20 working days of receiving the grievance at Step 2.

**66.4 Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 67 (Arbitration), the President of the Union, or designate, may, within 20 working days, inform the University of their intention to submit the dispute to arbitration.

**66.5 Failure to Act**

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievances.

**66.6 Amendment of Time Limits**

The time limits in this grievance procedure may be altered by written mutual agreement between the parties. Where a grievance or a reply is presented by mail, the effective date shall be the day of receipt.

**66.7 Dismissal or Suspension Grievance**

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to Clause 35.2(c) (Written Warnings), the grievance may commence at Step 2 of the grievance procedure

under Clause 66.3 within 10 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension.

#### **66.8 Policy Grievance**

Where either party to this agreement disputes the general application or interpretation of the agreement, or where a group of employees or the Union has a grievance regarding the agreement, the first step of the grievance procedure may be by-passed.

#### **66.9 Disputes**

Where a matter arises from an item not covered by this agreement, the matter shall be discussed by the Joint Committee. The purpose of this discussion shall be to resolve the dispute.

#### **66.10 Deviation from Grievance Procedure**

(a) The University agrees that after a grievance has been initiated by the Union, the University's representatives will not enter into discussions or negotiations with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.

(b) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

#### **66.11 Technical Objection to Grievances**

It is the intent of both parties to the agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation.

#### **66.12 Effective Date of Settlement**

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of Clause 66.11.

### **ARTICLE 67 - ARBITRATION**

#### **67.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of the agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 66 (Grievance Procedure), notify the other party within 30 days of the receipt of the reply at Step 2 of its desire to submit the difference or allegations to an arbitration board.

#### **67.2 Composition of the Board of Arbitration**

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement within seven days:

(a) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to Clause 67.2(b).

(b) the name of its appointee to a board of arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairperson.

### **67.3 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

### **67.4 Board Procedure**

The Board may determine its own procedure in accordance with the relevant labour legislation and shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

### **67.5 Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The written decision of the Arbitration Board shall be final, binding and enforceable on the parties pursuant to the relevant labour legislation. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement.

### **67.6 Clarification of Board Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

### **67.7 Expenses of Arbitration Board**

Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half of the fees and expenses of the Chairperson.

### **67.8 Amending the Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **67.9 Expedited Arbitration**

- (a) The University and the Union shall meet every four months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process and shall set dates and locations for hearings of groups of grievances considered for expedited arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 workdays;

- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) The University and the Union shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.
- (d) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) The parties will limit their use of authorities.
- (f) The parties will not use outside counsel (this includes BCGEU internal counsel).
- (g) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 67.2.
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 68 - LABOUR MANAGEMENT NEGOTIATIONS**

### **68.1 Bargaining Committee**

A bargaining committee shall be appointed and shall consist of four members of the University and/or its agent as appointees of the University and four members of the Union and/or its agent as appointees of the Union. The Union shall advise the University of the Union's nominees to the Committee, and the University shall advise the Union of the University's nominees to the Committee.

### **68.2 Additional Representatives**

Each party to this agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

### **68.3 Meeting of Committee**

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting to be held not later than 14 days after request has been received unless varied by mutual agreement.

### **68.4 Function of Bargaining Committee**

All matters pertaining to the collective bargaining process shall be referred to the Bargaining Committee.

**68.5 Time Off for Meetings**

Any representative of the Union on this Committee, or their alternate, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration, provided that the supervisor has prior notice.

**ARTICLE 69 - TRANS INCLUSION**

The University of British Columbia recognizes that respect and support for transgender diverse employees is central to their success and well-being. The recognition of gender diversity, including people who identify as transgender, two-spirit or non-binary, affirms and acknowledges that gender is highly personal and fluid, and is worthy of respect at UBC.

A transitioning employee can expect a welcoming, inclusive and respectful work environment.

In some cases, an employee may wish to keep their gender affirming changes and plans private, or to let only some people in the workplace know. In other cases, they may wish to announce their transition widely. If the employee requests the support of the University, the employee may consult with their manager/supervisor to determine their wishes regarding confidentiality and desired supports. Should an employee prefer to utilize the WRAP program, the WRAP program will work with the employee, supervisor and union to ensure a supportive plan is created.

The University and the Union will make every reasonable effort to protect the privacy and safety of transgender and gender diverse employees.

The employee may ask for the assistance of their Union representative throughout this process and the employer will work with the parties to ensure a supportive plan is in place.

By request of the employee, the University will update all current employee records and documents to reflect the employee's name and gender change that are within the University's ability to change and are not self service accessible, except as required by law or policy.

The University agrees to not refuse time off for gender affirming medical procedures, which is generally recognized as sick leave.

**ARTICLE 70 - AGREEMENT COPIES**

The Union and the University desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the University shall post a searchable PDF copy of the agreement on its website with limited printed copies available for union representatives and Human Resources.

**ARTICLE 71 - ARTICLES HELD INVALID****71.1 Change in Legislation**

In the event that any future legislation renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall consult with a view to reaching mutually agreeable provision to be substituted for the provisions so rendered null and void.

**71.2 Consultation**

In the event any future legislation materially alters the intent of any clause in this agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause.

**ARTICLE 72 - TERM OF AGREEMENT**

This agreement, unless changed by mutual agreement of both parties hereto, shall be in force and effect from and after July 1, 2022 and up to and including June 30, 2025 and thereafter from year to year unless either party to this agreement gives notice to commence collective bargaining in accordance with the relevant labour legislation of British Columbia.

**SIGNED ON BEHALF  
OF THE UNION:**

DocuSigned by:  
*Stephanie Smith*  
6B01B367B8FF46D...

Stephanie Smith  
President

DocuSigned by:  
*Karen Whitehouse*  
8FE974CF797B411...

Karen Whitehouse, Chairperson  
Bargaining Committee Member

DocuSigned by:  
*Cheryl Ash*  
B43E821215734E7...

Cheryl Ash  
Bargaining Committee Member

DocuSigned by:  
*Lorna Campbell*  
93E3E1474EEF43F...

Lorna Campbell  
Bargaining Committee Member

DocuSigned by:  
*Luis Diaz*  
3C4E8439E3EA4D7...

Luis Diaz  
Bargaining Committee Member

DocuSigned by:  
*Lindsay Buss*  
108E456F128846F...

Lindsay Buss  
Staff Representative - Negotiations

DocuSigned by:  
*Kelly Hutchinson*  
252E722110C8424...

Kelly Hutchinson  
Staff Representative

August 8, 2023

Date: \_\_\_\_\_

**SIGNED ON BEHALF  
OF THE EMPLOYER:**

DocuSigned by:  
*Kristin Cacchioni*  
0A737D98B4D4407

Kristin Cacchioni  
Senior Manager, Faculty and Employee  
Relations

DocuSigned by:  
*Michael Vizsolyi*  
065B336D2E604E4...

Michael Vizsolyi  
Executive Director, Employee and Labour  
Relations

DocuSigned by:  
*Ruth Calnan*  
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Ruth Calnan  
Human Resources Advisor and Bargaining  
Committee Member

DocuSigned by:  
*Shannon Dunn*  
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Shannon Dunn  
Director, Business Operations and Bargaining  
Committee Member

DocuSigned by:  
*Roger Bizzotto*  
DC66A7B5E2F4477...

Roger Bizzotto  
Associate Director, Facilities Management and  
Bargaining Committee Member

**APPENDIX A****Positions Referred to in Article 5 - Certificate of Bargaining Authority**

Clerk I  
Clerk II  
Clerk III  
Clerk IV  
Clerk V

Engineer  
Electrician  
Charge Engineer  
Charge Electrician

Facilities Services Assistant I  
Facilities Services Assistant II  
Facilities Services Worker I  
Facilities Services Worker II  
Facilities Services Worker III

General Office Clerk

HVAC Technician

Laboratory Assistant  
Library Clerk I  
Library Clerk II  
Library Clerk III  
Library Technician I  
Library Technician II  
Library Technician III  
Library Technician IV

Research Assistant/Technician I  
Research Assistant/Technician II  
Research Assistant/Technician III  
Research Assistant/Technician IV  
Research Assistant/Technician V

Secretary I  
Secretary II  
Support Services Assistant I  
Support Services Assistant II  
Support Services Coordinator I  
Support Services Coordinator II  
Support Services Coordinator III

Technician I  
Technician II  
Technician III  
Technician IV  
Technician V  
T.Q./Journey person

**APPENDIX B**  
**Support Staff Classifications**

Salary Band	Classification	Salary Range
1	General Office Clerk Laboratory Assistant	1 - 5
2	Clerk I Library Clerk I	2 - 6
3	Clerk II Library Clerk II Facilities Services Worker I	3 - 7
4	Clerk III Library Clerk III Facilities Services Worker II	4 - 8
5	Clerk IV Library Technician I Facilities Services Worker III Secretary I Technician I Research Assistant/Technician I	5 - 9
6	Clerk V Library Technician II Facilities Services Assistant I Secretary II Technician II Research Assistant/Technician II	6 - 10
7	Facilities Services Assistant II Library Technician III Support Services Assistant I Technician III Research Assistant/Technician III	8 - 12
8	Support Services Assistant II Library Technician IV Technician IV Research Assistant/Technician IV	10 - 14
9	Support Services Coordinator I Technician V T.Q./Journey person Research Assistant/Technician V	13 - 17
10	Support Services Coordinator II Engineer Electrician HVAC Technician	14 - 18
11	Support Services Coordinator III Charge Engineer Charge Electrician	15 - 19
	Students	see Letter of Understanding #1
	Teaching Assistants	see Appendix F
	Research Assistant/Technicians	see Appendix G
	Residence Student Staff	see Appendix E

*\*Annotation to Appendix B*

*Effective July 1, 2023, employees within the School of Engineering Technician V classification and the Support Services Coordinator II classification within the School of Engineering who hold, at a minimum, a*

*Red Seal or acceptable equivalent certification as a Technologist shall receive an additional \$1 per hour as a standing premium.*

*Employees within Facilities Management, Student Housing and the Construction Management Office who hold a Red Seal or a Power Engineer Class 4 Certificate or higher shall receive an additional \$1 per hour as a standing premium.*

*Employees within the Cook classifications within Food Services who hold an applicable Red Seal shall receive an additional \$1 per hour as a standing premium.*

### APPENDIX C Salary Scales

Step	July 1, 2022 (\$.25 per hour plus 3.24%)		
	Hourly	Monthly	Annual
1	\$20.73	\$3,144	\$37,728
2	\$21.43	\$3,250	\$39,000
3	\$22.17	\$3,363	\$40,356
4	\$22.93	\$3,478	\$41,736
5	\$23.74	\$3,601	\$43,212
6	\$24.56	\$3,725	\$44,700
7	\$25.41	\$3,854	\$46,248
8	\$26.30	\$3,989	\$47,868
9	\$27.22	\$4,128	\$49,536
10	\$28.15	\$4,270	\$51,240
11	\$29.14	\$4,420	\$53,040
12	\$30.13	\$4,570	\$54,840
13	\$31.19	\$4,731	\$56,772
14	\$32.29	\$4,897	\$58,764
15	\$33.40	\$5,066	\$60,792
16	\$34.55	\$5,240	\$62,880
17	\$35.76	\$5,423	\$65,076
18	\$36.99	\$5,610	\$67,320
19	\$38.27	\$5,805	\$69,660

General wage increases as follows:

- *July 1, 2022* - Increase all rates of pay by flat rate of \$0.25 per hour and a 3.24% GWI;
- *July 1, 2023* - Increase all rates of pay by the annualized average of BC CPI over 12 months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to COLA LOA 5;
- *July 1, 2024* - Increase all rates of pay by the annualized average of BC CPI over 12 months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to COLA LOA 5.

### APPENDIX D Early Retirement Incentive

There may be instances where there would be a benefit to the institution and the employee to consider an Early Retirement Incentive. In these instances the University would be prepared to review the request.

- (1) The University may make a written offer of an early retirement incentive to regular employees who are age 55 or older and have a minimum of 10 years' contributory pensionable service with the University.
- (2) The offer shall advise the employee of the early retirement date, the specific amount of the incentive, the payment schedule, and the availability of any continuation of medical, extended health or other benefits.
- (3) Acceptance or rejection must be communicated in writing by the employee within 30 days of the date of the offer, unless this period is extended by mutual agreement.
- (4) The amount of the incentive shall be based on regular salary, without inclusion of premium rates or the employee's experience earning premium rates of pay, in the following amounts:

Full Years to Retirement	Incentive
1	Up to 20% of annual salary
2	21 - 40% of annual salary
3	41 - 60% of annual salary
4	61 - 80% of annual salary
5 or more	81 - 100% of annual salary

## APPENDIX E Residence Student Staff

### 1. Preamble

This appendix identifies the type of Residence Student Staff positions that belong in the bargaining unit and the unique terms and conditions for those student positions.

Effective April 13, 2022, the University and the Union recognize Residence Student Staff at the Okanagan Campus as members of the bargaining unit to be governed in accordance with the terms and conditions of this appendix. Residence Student Staff encompasses three groups of employees: Residence Advisors (RA), Senior Residence Advisors (SRA) and Program Resource Advisors (PRA).

A non-exhaustive list of the residences where Residence Student Staff presently operate is:

- Nicola Residence
- Cascades Residence
- Monashee Residence
- Cassiar Residence
- Purcell Residence
- Skeena Residence
- Valhalla Residence
- Kalamalka Residence
- Nechako Residence
- Nicola Residence
- Similkameen Residence

Residence Student Staff are peer leaders living on campus who provide assistance to students in residences at University of British Columbia Okanagan. They build community in residence and support students' transition to campus life.

Typically, Residence Student Staff engage in community building, offer student activity programming, participate in training and development opportunities, contribute to Residence Life meetings, provide community management support and perform on-call rounds and response.

It is important to note that the priority for Residence Student Staff is their academic studies and success in their program of study.

### Eligibility Requirements for Residence Student Staff Positions

#### *Academic Eligibility*

Residence Student Staff are required to be in good academic standing as candidates for Residence Student Staff positions during the staff selection process and for the duration of the employment contract period. For the purposes of this appendix, “*good academic standing*” is taken to mean not on academic probation as defined by the Okanagan Academic Calendar.

#### *Other Eligibilities*

- Be a registered UBC student and meet the requirements to live in the assigned residence
- Background check (the University will pay the cost)

## 2. Hours of Work/Scheduling of Work

Residence Student Staff appointments shall be for the Academic Year (September - April), with additional coverage, as needed, for winter break, summer term (May - August), peak periods and unexpected vacancies.

Except as follows, Article 30 of the Collective Agreement between the University and the Union shall apply:

- (a) RA appointments are for a maximum of 465 hours for the Academic Year (September - April) and a maximum of 270 hours for the Summer Term (May - August)
- (b) SRA appointments are for a maximum of 666 hours for the Academic Year (September - April)
- (c) PRA appointments are for a maximum of 570 hours for the Academic Year (September - April)

Hours of Work					
Position	August Training <sup>1</sup>	Term 1 (Sep-Dec)	Term 2 (Dec-Apr)	Full Academic Year	Summer Term
Residence Advisor	80	210	175	465	270
Senior Advisor	102	298	265	665	n/a
Program Resource Advisor	102	238	230	570	n/a

<sup>1</sup>*Scheduled classroom time.*

Hours worked in excess of any of these maximum levels will be paid at the applicable Overtime rates as set out in Clause 30.6(d) (Overtime).

Residence Student Staff will individually meet with their Manager prior to or at the halfway point through each Term to review their hours worked. Any adjustments to responsibilities and expectations will be completed by the Manager, in accordance with the job standard.

#### *On-Call Shifts:*

The scheduling of “*On-Call Advisors*” will be on an equitable basis. The Schedule will be prepared by the Residence Life Manager and will be posted at least 14 days in advance of the shifts, subject to change for operational reasons. The On-Call Schedule will take into consideration Time Away Requests that are

received prior to term, and requests for time off will be accommodated within reason taking into consideration operational requirements.

### 3. Time Off/Vacation

All Time Off and Vacation requests are to be submitted to and approved by the Residence Life Manager.

- (a) Residence Student Staff are entitled to three weekends away each term, and one of the Reading weeks, or half of each Reading week.
- (b) A “weekend” is defined as two consecutive nights, regardless of the days of the week. A maximum of one weekend away can be transferred from one term to another in the same academic year.
- (c) Over the Summer Term, employees will be granted one week of paid Vacation.
- (d) No RA or SRA will be required to be “*present in their residence building*” the night before a scheduled university examination. No PRA will be required to work the day before or day of a scheduled university examination. A scheduled university examination is defined as an exam in the final exam schedule produced by the Office of the Registrar. Notification of examination must be provided a minimum of one month in advance to facilitate scheduling.
- (e) If attendance at staff meetings is required during pre-approved time-off, the hours worked will be paid at the applicable rates as set out in Clause 30.6(d) (Overtime).
- (f) Residence Student Staff who work the Full Academic Term will receive time off over the Winter Holiday Closure at no loss of pay. For Residence Student Staff, the Holiday Closure will be considered to commence the day after the end of the residence contract date and recommence the day before the start of the residence contract Term 2.

### 4. Residence Placement

The assignment of Residence Student Staff will be at the discretion of the University and based on operational needs. The placement of Residence Student Staff is an intentional process that seeks to ensure that Residence communities are diverse and inclusive. Assignments may be made with respect to advancing diversity goals including: differing gender identity, student status (international, domestic or graduate), academic major and with new/returning Residence Student Staff. Placements may be made to balance one of the aforementioned characteristics with the goal of creating Residence Student Staff teams that are representative of the larger Residence community.

RAs will submit a list of three placement preferences for residence type. The University will assign RAs to residence type based on submitted preferences and seniority.

Where preferences do not result in appropriate ratios of Residence Student Staff meeting the diversification goals, the University is allowed to assign up to 60% of RA positions within each residence type. These assignments must serve to balance one of the aforementioned considerations and will be completed in reverse seniority order in the manner that results in the least number of Residence Student Staff being placed outside their preferences.

In the event the University’s diversification goals evolve, the parties agree to meet to discuss additional diversification goals to be applied in determining residence placement. Additional diversification goals will be implemented without the agreement of the Union.

### 5. Sick Leave

Residence Student Staff who are absent due to illness and are unable to attend their employer-scheduled shifts will advise their Manager prior to the start of their shift. The Manager will arrange for interim

coverage. Residence Student Staff are entitled to up to five absences for an Academic Year due to illness without loss of pay.

## **6. Workload**

### *Equity of Work*

The University shall make an effort to offer a consistent experience for Residence Student Staff in the same role. Should workloads be uneven, the parties will agree to meet to discuss the workload requirements of specific residences.

SRAs shall not be assigned more than 10 RAs.

In the event the University opens a new residence, the Union and University will agree to meet to discuss the workload requirements of each residence.

## **7. Seniority**

Seniority shall be Term-based, with credit accumulated per Term worked. Service does not need to be continuous for seniority to accrue. Unless Residence Student Staff are on an approved leave (with the exception of Co-op Placements or exchange) Residence Student Staff experience loss of seniority if they do not work the Academic Year.

The University shall maintain a seniority list of all employees. The seniority list shall be updated and posted at the end of each Term, with a copy being forwarded to the Union.

## **8. Reappointment**

Preference for reappointment to the same position will be given to current Residence Student Staff who have successfully completed probation and have received a satisfactory performance evaluation from their manager. If no written performance evaluation has been prepared, reappointment shall not be unreasonably denied.

Reappointments should not exceed 50% of the entire Residence Life team. Exceptions to be considered by mutual agreement. If there are more requests for reappointment than available positions, then seniority shall be the deciding factor amongst candidates with preference.

Residence Student Staff wishing to be reappointed in future academic years must notify the University in writing, at the time of annual team hiring prior to the end of the current academic year for the following Academic Year (September - April).

Residence Advisors wishing to be appointed for the summer term must notify the University, in writing, no later than March 1<sup>st</sup> preceding the summer team.

### *Loss of Reappointment Rights*

An employee who resigns from their appointment with Student Housing, or who is not re-appointed to a Residence Student Staff position for three or more consecutive terms (i.e. 12 months) will not retain reappointment rights.

To ensure the continued growth and breadth of the expertise in the Residence Life team, no Residence Student Staff member shall hold a position for more than three academic years. A combination of position appointments should not exceed four academic years.

## 9. Probation & Trial Periods

### 9.1 Probation

All newly hired employees shall be required to complete a six-month probationary period calculated on the date of appointment to a Residence Student Staff position. This probationary period provides an opportunity for the University to assess each employee's suitability for continued employment. This period may only be extended by mutual agreement of the parties. If the University finds the employee unsatisfactory in the position or the employee is unable to meet the job requirements, they may be released from employment.

### 9.2 Trial Periods

Employees who are transferred to another classification or who are promoted will be appointed to their new position on a trial basis for a period of three months. This period may only be extended by mutual agreement of the parties. If the University finds the employee unsatisfactory in the position or the employee is unable to meet the job requirements, they may be released from employment.

## 10. Training

Residence Student Staff, employed for the Academic Year, will participate in Advisor Orientation, a training period of approximately two weeks that occurs prior to the beginning of the Academic Year. This job-specific training period is intended to provide Residence Student Staff with the skills necessary to be student peer helper and leaders, and to appropriately respond to emergencies and potential workplace hazards. Ongoing training and development opportunities will be provided periodically over the duration of the employment term. Residence Student Staff training includes coverage of available mental health and wellbeing resources, Occupational Health and Safety, as well as positive boundary setting. All required training hours will be considered paid time. The University agrees to allow orientation and other meetings with representatives of the Union, pursuant to Articles 8 (New Employees and Union Meetings) and 12 (Stewards).

## 11. Health and Welfare Benefits

Residence Student Staff will not be eligible for Health and Welfare benefits under Article 44 (Health and Welfare Plans), even if they meet or exceed the minimum required hours of 17.5 hours per week referenced in Article 44. Residence Student Staff will be eligible to enroll in any available benefit plans provided by the Students' Union of UBC Okanagan (SUO) or private insurance.

## 12. Posting of Positions

All positions anticipated to be four or more months in duration will be posted within the department and within the Residence community. These same opportunities will also be communicated to current Residence Student Staff, specifically to ensure they are aware. Residence Student Staff currently hired will be notified by email of the positions described above.

These postings shall also include: an estimate of the number of positions available, wage rates, application procedures, the location of application forms, deadline for applications and the statement "*UBC hires on the basis of merit and is committed to employment equity. We encourage all qualified applicants to apply.*"

The annual hiring process for the academic year occurs prior to the end of the previous academic year.

### 13. Entitled Compensation

#### 1. Hours of Work/Scheduling of Work

##### *On-Call Differential*

The University agrees to pay all Residence Advisors (RA), Senior Residence Advisors (SRA) and Program Resource Advisors (PRA) that work “on call” shifts a flat rate of \$160 per Academic Year in recognition of this work.

#### 2. Meal Plan Subsidy

Resident Student Staff who subscribe to a meal plan in alignment with their specific residence will receive a 20% discount off the prevailing market rate established for residence dining. For clarity, the residence dining rate does not include any flex dollar component and Ras and SRAs will not be required to purchase any flex dollar component. The University will provide the Union 30 days’ notice of any impending meal plan changes impacting Ras, other than normal annual rate increases. The University agrees to meet with the Union to engage in discussions regarding such meal plan changes.

#### 3. Living Learning Community (LLC) Stipend

In recognition of extra duties performed by Residence Advisors working in LCC postings, those RAs will receive a flat rate of \$80 per Academic Year.

#### 4. Wages

Effective September 1, 2022 the following wage rates apply:

Residence Advisor Rates September 1, 2022	
Position	Annual Rate
Residence Advisor	\$9,826.00
Program Resource Advisor	\$10,019.00
Senior Advisor	\$13,335.48

The above rates would be eligible for GWI and COLA increases on top of this one-time targeted increase.

### 14. General Provisions

#### (a) *University E-mail Account*

The University will provide a UBC Faculty and Staff Email account for the purposes of sending work related emails, including, but not limited to: residence and staff correspondence, weekly reports, notes and calendar invites for unit visits, staff and training sessions.

#### (b) *Extracurricular Activities*

Any other proposed employment or extra-curricular activities must be discussed with an approved by the Residence Life Manager before a Residence Student Staff can commit to it. There will be no maximum number of hours per week of additional employment and/or extra-curricular involvement imposed, but all requests are subject to approval by the Residence Life Manager.

#### (c) *Excluded from Provisions*

The Residence Advisors positions will be excluded from the following provisions within the collective agreement:

Article 14 - Appointments

Article 17 - New Positions/Classifications

Article 18 - Reclassifications

Article 19 - Posting of Positions

Article 20 - Selection of Employees

Article 21 - Job Transfer

Article 24 - Seniority, except that Clause 20.3 (Internal Applicants) will apply with respect to postings for any bargaining unit positions not covered by Letters of Understanding

Article 27 - Increments

Article 28 - Shift Differential

Article 30 - Hours of Work and Overtime

Article 31 - Meal Period

Article 32 - Rest Breaks

Article 34 - Layoff and Recall

Article 37 - Re-Employment

Article 39 - Severance Pay

Article 40 - Vacations

Article 41 - Statutory Holidays

Article 42 - Staff Pension Plan

Article 43 - Deferred Salary Leave Plan

Article 44 - Health and Welfare Plans

Article 45 - Continuation of Benefit Coverage

Article 47 - Sick Leave Provision

Article 50 - Deceased Employee

Article 51 - Exchange Leave

Article 52 - Educational Leave and Employee Training

Article 53 - Staff Development

Article 54 - UBC Tuition Waiver - Course Registration

Article 55 - Winter Holiday Leave Provisions

Article 61 - Subsistence Allowance

## APPENDIX F Teaching Assistants

The parties agree that it is a necessary part of the academic life of an institution to provide employment to students.

This letter identifies the type of student positions that belong in the bargaining unit and the unique terms and conditions for those student positions.

### *Teaching Assistants*

(a) Typically Teaching Assistants assist course instructors. For example, they provide instruction to students in laboratories, discussion periods, tutorials or lectures. They mark examinations, tests, laboratory exercises, or assignments; invigilate examinations and provide academic assistance to students during office hours. Teaching assistants may also teach courses if they are under the supervision of faculty. They will not have full responsibility for the course (including a section of the course), rather that work remains the responsibility of the course instructor.

(b) Only those appointments as Graduate Teaching Assistant 1 (GTA1), Graduate Teaching Assistant II (GTA2), Undergraduate Teaching Assistant (UTA) or Markers belong in the bargaining unit.

(c) The wage rates are as follows:

Teaching Assistants		July 1, 2022	
		Annual	Hourly
GTA1	Graduate student in a Pd.D program	\$14,137.52	\$36.82
GTA2	Student registered in a Master's degree	\$13,623.04	\$35.48
UTA	Student registered in a bachelors program	\$7,503.68	\$19.54
Marker		\$7,322.08	\$19.07
Percentage increases are applied to the "Monthly Rate". Annual rate is obtained by Monthly Rt*8.			

(d) These bargaining unit positions will not be eligible for health and welfare benefits nor pay in lieu of such benefits. Wage rates for these appointments will be inclusive of 4% vacation pay.

(e) The following provisions shall apply to these appointments:

### *Exclusions*

(a) 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;

(b) All Post-Doctoral Fellows;

(c) Persons invited to speak on a particular subject;

(d) 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 "one time" assignments which total in any one term no more than 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.

### **JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES**

Each department shall prepare detailed job descriptions which outline the general nature of duties for all positions for which the Union is the bargaining agent in that department. The Department will send copies of these job descriptions to the Union. In the event of a substantive change in the duties outlined in the

description, such change shall be posted in accordance with that below and a copy of the change sent to the union office. The Union will have the right to present written objection to any new or revised job descriptions within 30 working days after receipt. If such objection is received the Employer agrees to review the job description. The Union will have the right to attend such a special meeting of review.

Detailed job descriptions shall mean: where possible, course number and title, required qualifications, general nature of duties and estimated hours of work.

Departments may combine these job descriptions with the job postings outlined above.

(a) When assigning the duties in accordance with this letter for a specific component of a job description, the hours applicable to each component of the duties will be allocated in writing. The Dean, Department Head or Supervisor shall have the right at any time to review with an employee the hours allocated. If this review results in a proposed change in the hours allocated, the employee shall have the right to have their union representative present at a further meeting or meetings.

(b) Employees shall have the right at any time to request a review of the hours allocated and shall have the right to be accompanied by their union representatives at such a review. This review shall be undertaken within 10 working days.

Failing agreement in the review meetings mentioned above, either party may take the matter up at Step 2 of the Grievance Procedure.

All of the duties of the employee assigned by the Dean, Head or Supervisor, including field trips which occur on weekends, shall be included in the job posting and in the calculation of required hours.

## **JOB POSTINGS, APPOINTMENTS, AND RESIGNATIONS**

### *Job Descriptions and Appointments*

(a) Descriptions of all anticipated positions within the bargaining unit prepared in accordance with this letter shall be posted on Departmental (or Faculty in Non-Departmental Faculties) bulletin boards by March 31<sup>st</sup> for anticipated positions in the following September to April period. Upon request by employees, a listing of all anticipated positions shall be sent to them if they normally work away from the campus of UBC Okanagan. The Department shall send a copy of such postings to the union office. Posting of such descriptions in Departments and Faculties for the information of members of the bargaining unit does not preclude the announcement of a graduate teaching assistantships in graduate program brochures.

(b) These postings shall also include: an estimate of the number of positions available in the course, current salary, application procedures, the location of application forms, deadline for application and the statement "*UBC hires on the basis of merit and is committed to employment equity. We encourage all qualified applicants to apply*".

(c) The following process shall be followed for expected vacancies for the ensuing Teaching Year (defined as the period from September 1<sup>st</sup> through the following August 31<sup>st</sup>):

(1) Members of the bargaining unit shall have until April 30<sup>th</sup> to submit an application. The application form shall permit an applicant to express a preference among descriptions posted. Members of the bargaining unit who submit an application after April 30<sup>th</sup> and before offers of appointment are made will be added to the pool of preferred candidates (described in paragraph immediately following) after all other preferred candidates in the pool have been considered for appointment.

(2) The Department shall develop a pool of preferred candidates for positions in the bargaining unit from the applications. Preferred candidates entering the pool will be determined in accordance with this letter. No applicant shall be granted preference for more than one full teaching assistantship or its equivalent (384 hours) in any Teaching Year. The Department shall send a copy of this pool to the union office as well as to each applicant who has requested that it be forwarded to them and who has provided a forwarding address.

(3) In the event of a change or changes in the pool of preferred candidates after May 15<sup>th</sup> and before August 1<sup>st</sup>, the Department shall amend the pool of preferred candidates for positions in the bargaining unit. The Department shall send, in the first week of August, a copy of the amendment to the union office as well as to each preferred candidate whose name has been removed from the pool and who has provided a forwarding address.

(4) A member who holds a teaching assistantship in the Summer Session (as defined in the University Calendar) immediately following the issuance of the names of the preferred candidates shall form part of the amendment.

(d) The provisions of this letter shall apply to anticipated vacancies, which are subject to financing, for positions within the bargaining unit during the Summer Session with the exception of deadlines. Where reasonably possible, descriptions of anticipated positions shall be posted by March 15<sup>th</sup> for the following Summer Session. Members of the bargaining unit shall have 10 working days from the date of posting to submit an application. Applications submitted after this period may not be considered.

(e) In the event that unanticipated positions become available during the Winter Session, positions must be posted within the department for 10 working days if the position becomes available before September 1<sup>st</sup> or January 1<sup>st</sup>. Such positions will be posted with as much notice as possible in the event they become available after these dates. The procedures outlined in this letter shall apply. This provision shall not be used to circumvent the normal posting procedure outlined in this letter.

#### *Appointments*

(a) Offers of appointment, which are made subject to qualifications and budgetary considerations, will be made to preferred candidates before applicants who are not preferred. The Department will endeavour to offer a preferred candidate an appointment of at least the same percentage of a full teaching assistantship as that preferred candidate's appointment in the previous Teaching Year. A preferred candidate will be given preference for an appointment of equivalent or greater size over an applicant who is not preferred. Upon request, reasons for non-appointment will be given in writing to preferred candidates who are not offered an appointment as well as to applicants who are bargaining unit members and who are not offered an appointment.

(b) Where reasonably possible, offers of appointment for the Winter Session shall be made by August 7<sup>th</sup>. Members of the bargaining unit to whom an appointment has been offered will accept or decline the offer at the earliest possible date, normally no later than 10 working days from the date of the offer.

(c) Appointment as a Teaching Assistant shall be for one term of the Winter Session (i.e. for four months: September 1<sup>st</sup> to December 31<sup>st</sup> or January 1<sup>st</sup> to April 30<sup>th</sup>), for the entire Winter Session (September 1<sup>st</sup> to April 30<sup>th</sup>), or for one or more terms of the Summer Session.

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

*Criteria for Reappointment*

- (a) The following factors will be considered in making reappointments:
- (1) being a full-time student registered in the Department or Faculty offering the appointment or a full-time student registered in the College of Graduate Studies in an interdisciplinary program;
  - (2) qualifications relevant to the position available to be determined by the supervising faculty member;
  - (3) satisfactory performance as a Teaching Assistant. If no written performance evaluation has been prepared, reappointment shall not be denied.
- (b) Within the guidelines outlined above, preference for reappointment will be given as follows:
- (1) A full-time graduate student who is registered in a master's degree program will normally be given preference for consecutive appointments as a Graduate Teaching Assistant not to exceed two Teaching Years, subject to maintaining full-time graduate student status.
  - (2) A full-time graduate student who is registered in a doctoral degree program will normally be given preference for consecutive appointments as a Graduate Teaching Assistant not to exceed four Teaching Years, subject to maintaining full-time graduate student status.
  - (3) A full-time graduate student who has successfully transferred from the master's degree program to the doctoral program will be subject to the appointment conditions outlined above.
  - (4) The preference described above shall not apply when an employee declines an offer of appointment, except as indicated below.
  - (5) An employee who declines an offer of reappointment as a Teaching Assistant in order to interrupt their program of graduate study for a period not to exceed one year will not jeopardize their consideration for reappointment and will not lose a year of preference for appointment.
  - (6) The preference described above shall be suspended when an employee's level of financial support from a research assistantship, scholarship or fellowship for the ensuing Teaching Year is equal to or greater than their salary earned as a member of the bargaining unit in the immediately preceding Teaching Year. Such an employee may be considered for reappointment as a Teaching Assistant but they shall not have preference for reappointment as outlined in this letter. This provision is subject to the maintenance of full-time graduate student status at the University of British Columbia.
  - (7) The preference described above for consideration for appointment as a Teaching Assistant shall apply when an employee who has held a research assistantship, scholarship or fellowship during the second and/or third consecutive Teaching Year applies for an appointment as a Teaching Assistant for the third and/or fourth consecutive Teaching Year. This provision is subject to the maintenance of full-time graduate student status at the University of British Columbia.
  - (8) In the event a full-time graduate student who held an appointment in the immediately preceding Teaching Year transfers to another Department or Faculty whether as a result of completing a degree or not, they shall not have preference for reappointment in the Department or Faculty to which they have transferred but shall be offered an appointment prior to any new full-time graduate students registered in the Department or Faculty.

- (c) Employees who have exhausted their preference for reappointment as outlined above may still be reappointed but only after all preferred candidates have been offered an appointment.
- (d) Undergraduate Teaching Assistants who have previously held an appointment as a UTA will be considered for consecutive appointments as an Undergraduate Teaching Assistant not to exceed two years before new undergraduate hires.

#### *Assignment*

Members of the bargaining unit who have accepted an appointment as a Teaching Assistant for the ensuing Winter Session will be assigned to a specific course or other duties by August 31<sup>st</sup> if possible, and in any event no later than September 30<sup>th</sup>. Whenever possible, the assignment shall include the timetable of the course and the name of the course supervisor. For appointments commencing in January, the comparable dates will be December 15<sup>th</sup> and January 31<sup>st</sup>, respectively. For appointments in the Summer Session the comparable dates will be two weeks prior to the commencement of the session and one week after the commencement of the session, respectively.

#### **HOURS AND SCHEDULING AND RESCHEDULING OF WORK**

##### *Hours of Work*

- (a) A full Teaching Assistantship involves an average of 12 hours per week for the Winter Session (September 1<sup>st</sup> to April 30<sup>th</sup>), for a total of 384 hours. The average applies to exclusive quadruples of adjacent months, commencing in September (September - October - November - December - January - February - March - April). The salary for a partial Teaching Assistantship shall be calculated on a pro rata basis.
- (b) A full Teaching Assistantship as defined above may be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The employee may bring a steward or other union representative to any such discussion. A steward or other union representative will be present if the employee so requests. The Union shall be informed in writing of such agreements.
- (c) It is agreed that the employee and their immediate Supervisor have a mutual responsibility to ensure that the hours of work as defined in this letter of understanding are not exceeded.
- (d) When a member of the bargaining unit is offered a position, they shall indicate accurately the nature of the position(s) they already hold for the same appointment period to ensure that appropriate hourly limits are not exceeded.
- (e) Authorized hours worked in excess of those agreed to under this letter of understanding shall be paid for at the pro rata hourly rate. Such hours shall be mutually agreed upon by the employee and the Supervisor and shall be authorized in writing by the Supervisor, and Head or Dean. Payment for all hours worked shall be included on the employee's Statement of Earnings.
- (f) When a Teaching Assistant appointment extends beyond the April 30<sup>th</sup> end date as referenced above, the teaching assistant shall continue to be paid the current rate of pay of their original appointment.
- (g) The Employer shall not require any employee to teach without interruption for more than two consecutive hours. Employees shall be entitled to a 20-minute paid break every two hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.
- (h) On any given day, the Employer shall not require an employee's scheduled teaching duties to span a period of more than eight hours without their agreement.

- (i) The Employer shall not require any employee to perform teaching or related duties amounting to more than seven hours per day without their agreement.
- (j) The Employer shall not require that an employee's work schedule conflict with their scheduled course work.
- (k) The Employer shall not require any employee to perform marking or invigilation duties in the 24 hours before their own examination, including their comprehensive examination or thesis or dissertation defence, without the employee's agreement.
- (l) 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.
- (m) No classes, lectures, tutorials, laboratories, orientation meetings or training sessions requiring the attendance of employees shall be held during the period specified by the Senate as a class free period. At present this period is from 12:30 p.m. to 2:30 p.m. on Thursday.
  - (1) This article is suspended and subject to annual review by the Union/Management Committee.
  - (2) The Union/Management Committee will review all concerns raised by Teaching Assistants arising out of this article.

#### *Sick Leave*

An employee who is prevented by sickness or injury not covered by WorkSafeBC from performing their normal assigned duties is entitled to sick leave under the following terms:

- (a) Sick leave may not be extended beyond the period of the existing appointment.
- (b) Employees appointed to a full Teaching Assistantship of 384 hours shall be granted 12 hours of paid sick leave credits per term. Unused sick leave credits may be banked into subsequent terms. Accumulated sick leave banks shall not exceed 24 hours. Employees may use their sick leave credits before but shall not receive payment for such leave until after they have worked four full weeks. Employees appointed to a partial assistantship shall be granted sick leave credits on a pro rata basis.
- (c) Provided it is established that absence is due to sickness or injury as described above, an employee will receive pay for such time lost to the extent of the credits earned. An employee may be required to furnish a medical certificate in support of such a claim for payment.
- (d) To qualify for paid sick leave an employee must, unless unable due to extreme circumstances, notify their Supervisor as early as possible, particularly where student contact is involved.

#### *Sickness or Injury of Dependents*

Employees who have dependents may use up to a maximum of half of their sick leave credits in an academic term to deal with the sicknesses or injuries of such dependents.

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

*Non-Student Teaching Assistants*

The University and the Union agree that until such time as the University has developed the base of graduate students from which to address Teaching Assistant vacancies, Departments shall follow the guidelines outlined below.

Those individuals hired by Departments as Non-Student Teaching Assistants, or Disability Resources Centre (DRC) Exam Invigilators shall be exempt from provisions of the collective agreement as outlined below.

Except for those individuals whose Teaching Assistant contracts have been signed before July 1, 2007, Non-Student Teaching Assistants will be placed on the salary scale consistent with LOU #2 and based on their academic credentials. Effective September 1, 2009, DRC Exam Invigilators will be paid at a Clerk IV classification, SUP 5, Step 5, as in Appendix C of the BCGEU collective agreement.

Non-student Teaching Assistants and DRC Exam Invigilators will not have priority to vacancies over students possessing the necessary Teaching Assistant qualifications as outlined in Letter of Understanding #2.

To meet the invigilation requirements for the Disability Resources Centre, the past practice has been to offer extra hours to interested BCGEU employees currently working within the University at straight-time rates. The Union and University agree to maintain this practice once the DRC has exhausted all other alternatives to finding qualified Invigilators. The maximum hours that a full-time BCGEU employee can voluntarily work at straight-time as an invigilator, is five hours per week.

Eligibility to perform such additional work will be based on qualifications, availability and all other factors being equal, seniority.

The parties will review this LOA annually and it shall lapse with the expiry of the current collective agreement, June 30, 2025.

**Non-Teaching Assistants - Guidelines for Appointments**

After the determination is made that no student with preferred status is available, the priority for offering appointments is as follows:

- Qualified Full-Time Graduate Students
- Qualified Part-Time Graduate Students
- Qualified Full-Time Undergraduate Students
- Qualified Part-Time Undergraduate Students

Once the above list is exhausted, the Head may consider the assignment of teaching duties to either of the following groups:

- Post-Doctoral Teaching Fellows
- Adjunct Professors

Once the above resources are exhausted, the Head shall consider the recruitment of qualified external candidates, appointed as BCGEU Non-Student Employees. Such employees will follow the terms of employment of this letter of understanding.

Where possible, each Unit Head shall submit a copy of their Graduate Teaching Assistant pool to Disability Resource Centre by August 7<sup>th</sup>, for consideration to perform Invigilation duties.

Once the Disability Resource Centre has exhausted the pool of available Invigilators drawn from the Graduate Teaching Assistants' pool, it shall consider the appointment of qualified external candidates,

appointed as DRC Exam Invigilators, BCGEU Auxiliary Employees, that follow the employment conditions outlined in this letter of understanding.

The Graduate Teaching Assistant positions will be excluded from the following provisions within the collective agreement:

Article 14 - Appointments

Article 17 - New Positions/Classifications

Article 18 - Reclassification

Article 19 - Posting of Positions

Article 20 - Selection of Employees - except that Article 20 will apply with respect to postings for any bargaining unit positions not covered by Appendix F and Appendix G

Article 21 - Job Transfer

Article 24 - Seniority - except that employees covered by this letter of understanding will accrue seniority, based on hours worked such that 1820 hours equals one year of seniority, to be used in postings for any bargaining unit positions not covered by Appendix F and Appendix G

Article 27 - Increments

Article 28 - Shift Differential

Article 30 - Hours of Work and Overtime

Article 31 - Meal Period

Article 32 - Rest Breaks

Article 33 - Substitution Pay

Article 36 - Separation of Employment

Article 39 - Severance Pay

Article 40 - Vacations

Article 43 - Deferred Salary Leave Plan

Article 45 - Continuation of Benefit Coverage

Article 47 - Sick Leave Provisions

Article 50 - Deceased Employee

Article 51 - Exchange Leave

Article 52 - Educational Leave and Employee Training

Article 53 - Staff Development

Article 54 - UBC Tuition Waiver - Course Registration

Article 55 - Winter Holiday Leave Provisions

Article 56 - Leave of Absence

Article 58 - Political Activity

Article 59 - Jury Duty

Article 60 - Fire Fighting Pay

Article 61 - Subsistence Allowances

Neither will these positions be eligible for tuition waiver benefits.

### APPENDIX G Research Assistant/Technicians

The parties agree that:

- The positions identified as Research Assistants/Technicians will be placed on the wage schedule in accordance with the Technicians positions. The five levels of Research Assistant positions will receive the following wages. The classification of such positions will be based on current Research Assistant/Technician standards at UBC.

Classification	Step	July 1, 2022		
		Hourly	Monthly	Annual
Laboratory Assistant	1	\$20.73	\$3,144	\$37,728
Research Assistant/Technician I	5	\$23.74	\$3,601	\$43,212
Research Assistant/Technician II	6	\$24.56	\$3,725	\$44,700
Research Assistant/Technician III	8	\$26.30	\$3,989	\$47,868
Research Assistant/Technician IV	10	\$28.15	\$4,270	\$51,240
Research Assistant/Technician V	13	\$31.19	\$4,731	\$56,772

- These positions may be appointed as regular or auxiliary.
- All articles of the collective agreement will apply to these positions in accordance with their classification and full or part-time status except for the following:

Article 19 - Posting of Positions

Article 20 - Selection of Employees - except that Article 22 will apply with respect to postings for any bargaining unit positions not covered by Appendix F and Appendix G

Article 24 - Seniority - Seniority except that employees covered by this letter of understanding will accrue seniority, based on hours worked such that 1820 hours equals one year of seniority, to be used in postings for any bargaining unit positions not covered by Appendix F and Appendix G

Article 28 - Shift Differential

Article 30 - Hours of Work and Overtime

Article 34 - Layoff and Recall

- Due to the nature of the funding for such positions, regular Research Assistants/Technicians employees will receive one month's notice of termination should a position be discontinued.
- Student appointments created to perform similar work will be required to meet the criteria set out in Letter of Understanding #1.

**LETTER OF UNDERSTANDING 1**  
**Student Appointments**

The parties agree that it is a necessary part of the academic life of an institution to provide employment to students.

This letter identifies the terms and conditions for those student positions that are outside the bargaining unit.

*Student Assistants:*

1. The term "*student assistant*" shall mean any full-time student who is enrolled at the University and works no more than 12 scheduled hours in any one week.
2. Exceptions to full-time student status may be mutually agreed between the University and the Union in unusual circumstances.
3. Such student assistants may work more than 12 hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "*replacement*" shall not apply to terminations or severances.
4. Such student assistants are outside the certification.
5. A student who is hired to regularly work more than 12 scheduled hours per week shall be considered an employee as defined in the collective agreement.
6. Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate of the salary scale as outlined in the collective agreement.
7. It is understood and agreed that student assistants shall not be used to displace members of the bargaining unit, nor be used to achieve attrition of the bargaining unit. This shall not be construed as a staffing guarantee.

**LETTER OF UNDERSTANDING 2**  
**Food Services Unit - Okanagan Campus**

**1. Terms and Conditions**

Except as set out within, or modified by, all provisions of the collective agreement between the University and Union shall be in full force and effect and fully applicable to Food Services Okanagan ("*FSO*"). This LOU shall have no effect on the collective agreement as it applies outside of FSO.

**2. Hours of Work and Scheduling**

Except as follows, Article 30 (Hours of Work and Overtime) of the collective agreement between the University and Union shall apply.

- (a) Employees of FSO shall be considered eligible for biweekly averaging in accordance with the operational needs of the service outlet as follows:
  - (1) Cook classifications.
  - (2) Employees assigned to facilitate the operation of special events.
  - (3) The total number of hours shall not exceed 70 hours biweekly.

- (4) Scheduled hours of work shall not exceed 10 hours per day and no more than six consecutive days.
  - (5) By agreement, an employee can work up to 12 hours per day.
  - (6) There shall be a minimum of two consecutive days off after the sixth consecutive day of work.
- (b) Except as modified by this LOU, Clause 30.2 (Working Schedule) of the collective agreement shall apply to FSO. The parties agree that scheduling employees will occur in a transparent, fair, and flexible manner. The overriding principles that will drive the scheduling approach within FSO are:
- (1) The University will publish a Master Schedule two times per year which will form the base schedule of individual employee.
  - (2) Full-time regular employees shall be scheduled first to ensure that they receive the required hours.
  - (3) Part-time regular employees shall be scheduled for a minimum of 17.5 hours per week prior to the scheduling of employees from any other appointment classification.
  - (4) The minimum shift length for an employee shall be four hours.
  - (5) Employees will be provided every opportunity to bid for available shifts.
  - (6) The scheduling priorities are availability and seniority.
- (c) The following provisions outline the order of allocation of overtime within the FSO:
- (1) Offer the shift to all regular part-time staff in that classification
    - OT hours will be given in order of seniority to part-time employee(s) who will not incur daily or weekly overtime
  - (2) If the shift remains vacant, offer the shift to those employees in that classification currently on shift in that location on that day and those trained in that location on shift that day to see if they can extend their hours
    - Given first to those who will result in the least number of daily or weekly OT hours (no changes of hours/shifts will be given to accommodate overtime)
    - Then given in order of seniority
  - (3) If the shift remains vacant, then offer the shift to those employees in that classification who work in that location or are trained in that location but not currently on shift that day
    - Given first to those who will result in the least number of daily or weekly OT hours (no changes of hours/shifts will be given to accommodate overtime)
    - Then given in order of seniority
  - (4) If the shift remains vacant, then offer the shift to those employees in that classification who do not typically work in nor are trained in that location
    - Given first to those who will result in the number of daily or weekly OT hours (no changes of hours/shifts will be given to accommodate overtime)
    - Then given in order of seniority

(5) If the shift remains vacant, then the shift is offered to employees in other classifications that would be able to do the required work (i.e. senior sales attendant instead of sales attendants)

- Given first to those who will result in the number of daily or weekly OT hours (no changes of hours/shifts will be given to accommodate overtime)
- Then given in order of seniority

(d) Communication of Overtime to FSO employees:

(1) Communication via seven shifts as a group message, or via email or phone for those not on seven shifts.

(2) Reasonable time will be provided to respond if a shift is within 24 hours.

(3) Deadline of one day to respond if shift is greater than 24 hours away.

### 3. Employees

Except as follows, Article 14 (Appointments) and Letter of Understanding 1 ("*LOU 1*") of the collective agreement between the University and Union shall apply.

(a) Clause 14.4 (Job Sharing) shall not normally apply to employees within FSO.

(b) Notwithstanding (a) above, the University will consider any application for Job Sharing in good faith, however operational requirements and scheduling needs shall be the determining factor.

(c) The University may hire student employees outside of the bargaining unit to perform work normally performed by Union employees subject to the following:

(1) A student employee hired pursuant to this LOU shall not work a shift longer than two hours 45 minutes nor shall they work more than 12 hours per week.

(2) Student employees shall not normally work contiguous shifts.

### 4. Specialized Skills Outlets

(a) The University may operate outlets where specialized skills and training are required to meet the following objectives:

(1) Compliance with franchise standards (e.g. Tim Hortons, Starbucks);

(2) Unique food handling requirements (e.g. a sushi or poke outlet); or

(3) Unique service requirements (e.g. a table service restaurant).

(b) At implementation, the Specialized Skills Outlets shall be:

(1) Tim Hortons;

(2) Starbucks;

(3) Subway.

(c) The University may operate a Specialized Skills Outlet by utilizing a scheduling pool of eligible employees. Specialized skills training will be provided based on operational needs. Specialized Skills Outlets shall be staffed on availability and seniority amongst employees with the required training.

(d) Employees who have been unsuccessful in passing the training or in meeting Specialized Skills Outlet standards shall remain eligible for work in other outlets based on their availability and seniority.

(e) In the case the University wishes to establish a Specialized Skills Outlet, it will provide notice to the Union with accompanying rationale. Should there be a dispute over the application of Specialized Skills Outlet designation to the proposed unit, the matter is subject to the dispute resolution process set out in item 8 of the LOU. The Umpire shall resolve the dispute on the basis of reasonableness.

## 5. Job Classification and Wage Schedule

(a) The University shall develop standard job descriptions for positions within FSO. Should a new position be created outside of the standard positions or the standard positions are altered, the University will advise the Union of the position and classification level ahead of posting.

(b) The standard job descriptions are:

1. Front of House:
  - i. Sales Attendant
  - ii. Senior Sales Attendant
2. Back of House:
  - i. Kitchen Attendant
  - ii. Third Cook
  - iii. Second Cook
  - iv. First Cook

(c) The following wages shall apply to employees of the FSO unit:

July 1, 2022					
Grade	Classification	Step	Annual	Monthly	Hourly
1	Kitchen Attendant	3	\$33,924	\$2,827	\$18.64
2	3 <sup>rd</sup> Cook Sales Attendant	3	\$34,788	\$2,899	\$19.11
3	2 <sup>nd</sup> Cook	3	\$37,032	\$3,086	\$20.35
4	1 <sup>st</sup> Cook Sr. Sales Attendant	1	\$43,512	\$3,626	\$23.91
		2	\$45,048	\$3,754	\$24.75
		3	\$46,620	\$3,885	\$25.62

January 1, 2023					
Grade	Classification	Step	Annual	Monthly	Hourly
1	Kitchen Attendant	3	\$34,834	\$2,903	\$19.14
2	3 <sup>rd</sup> Cook Sales Attendant	3	\$35,698	\$2,975	\$19.61
3	2 <sup>nd</sup> Cook	3	\$37,942	\$3,162	\$20.85
4	1 <sup>st</sup> Cook Sr. Sales Attendant	1	\$43,512	\$3,626	\$23.91
		2	\$45,048	\$3,754	\$24.75
		3	\$46,620	\$3,885	\$25.62

Any general wage increases agreed to between the parties in a renewed collective agreement taking effect July 1, 2023 shall be applied to the above wage schedule.

## 6. Seniority

(a) The parties agree to recognize the seniority of employees hired who were Aramark employees at the University.

(b) The University shall maintain separate seniority lists for FSO.

(c) For the purpose of Article 20 (Selection of Employees), of the collective agreement, seniority lists shall be considered merged such that full seniority of all union members will be recognized for all job selection purposes.

## 7. Dispute Resolution

Any other unresolved grievance arising from the collective agreement as it applies to FSO will be referred to the Expedited Arbitration provision contained within this LOU except:

- (a) dismissals;
- (b) rejection on probation;
- (c) suspension in excess of 10 working days;
- (d) demotions;
- (e) policy grievances;
- (f) grievances requiring a substantial interpretation of a provision of the collective agreement;
- (g) grievances related to hours of work;
- (h) grievances requiring the presentation of documented extrinsic evidence;
- (i) grievances respecting duty to accommodate; and
- (j) grievances where a party intends to raise preliminary objections.

### *Expedited Arbitration:*

- (1) The parties shall mutually agree upon a single arbitrator who may be appointed to hear groups of grievances.
- (2) Except as mutually agreed, the parties will present cases without the assistance of counsel.
- (3) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (4) The parties agree to make limited use of authorities during their presentations.
- (5) Documents to be tabled at expedited arbitration proceedings shall be exchanged at least five working days prior.
- (6) Prior to rendering a decision, the Arbitrator may assist the parties in mediating a resolution to the dispute. Where mediation fails, or is not appropriate, the Arbitrator shall hear the grievance(s) and shall render a decision within two working days.
- (7) Expedited arbitration decisions shall have no precedential value and shall not be referred to by either party in any other matter.
- (8) All settlements of expedited arbitration cases prior to, or during, the hearing shall be without prejudice.
- (9) A grievance determined by either party to fall within one of the categories listed above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to regular arbitration pursuant to Article 67 (Arbitration).
- (10) The parties shall equally share the cost of the fees and expenses of the expedited arbitration.

The arbitrators shall be Corinn Bell, Ken Saunders, Chris Sullivan and Irene Holden or any other mutually agreed arbitrator, and shall be appointed on a rotational basis except by agreement.

## 8. General Provisions

This LOU, and any subsequent letter of understanding, is in effect for only as long as the University operates Food Services at the Okanagan Campus. This LOU is without prejudice to the University's management rights to wind down the operation of Food Services at the Okanagan Campus. Should the University subsequently contract out Food Service at the Okanagan Campus, the LOU is without prejudice to any rights that the Union may assert pursuant to the *Labour Relations Code* under such circumstances. The University will give six months' notice of any such intent after which the parties shall meet in good faith to endeavour to develop an adjustment plan for affected employees.

### LETTER OF UNDERSTANDING 3 Joint Job Evaluation - Classification/Reclassification Procedures

#### Preamble

The reclassification process is set out in Article 18 (Reclassification) of the collective agreement between UBC and BCGEU. If there are any discrepancies between this document and the collective agreement, the collective agreement shall prevail.

The University maintains the right to classify or reclassify jobs as stated under Article 16 (Job Evaluation), 17 (New Positions/Classifications) and 18 (Reclassification) according to the emerging and changing needs of the University. The University shall stipulate the effective date of any reclassification.

*Note: Classifications are based on the position, not the employee. Employee qualifications, individual job performance, volume of work or salary assigned to the grid range level are not valid grounds for a classification review.*

Please access the following online forms:

- Request for Classification Review Form
- Classification/Reclassification Appeal Form

#### JOB EVALUATION AND THE POINT FACTOR RATING SYSTEM

The process of rating jobs is called *job evaluation* and it is aimed at determining the relative worth of each job at UBC's Okanagan campus. Each of the 10 compensable job factors used in the Job Evaluation Plan can be divided into a number of degrees and each degree is assigned a point value.

The Joint Job Evaluation Committee (JJEC) assigns each job the number of points that corresponds to the degree factors present in the job. For example, the job of Facilities Service Worker might be assigned many points for involving difficult working conditions. The job of payroll clerk might receive fewer points on the factor since more agreeable working conditions are involved, but it might receive more points for having a greater financial responsibility.

When the points for each factor are totaled, they will fall within a band range and that is where the classification is determined. The ranges vary and there could be a difference of up to 90 points before you reach the next classification.

#### FACTORS

These 10 factors determine the classification and compensation for a job. Please see Definition of Factors for the definitions of these factors. Each factor has a certain weighting or measure of importance for the overall rating of a job.

Factor	Percentage of the Total Weight
Education	18
Experience	15
Judgement	15
Impact of Decisions	13
Financial Responsibility	4
Responsibility for Work of Others	5
Interpersonal Communications	12
Physical Demand	6
Sensory Demand	6
Working Conditions	6
	100%

The JJEC looks at many things in evaluating a job including:

- All comparable job descriptions of the bargaining unit held on the share JJEC electronic files
- Current job description
- New job description and how it differs from the previous job description
- Other jobs at UBC's Okanagan campus that may have similar requirements
- The point factor assigned to similar existing job
- Master rating of all classifications

This is why it is very important to be deliberate and thoughtful in writing a job description because it is the basis of rating the work. Again, the job evaluation system is not meant to evaluate individual job performance, volume of work or salary assigned to the grid range level.

#### **PRIORITY OF JOB EVALUATIONS**

1. New job-pending posting
2. Reclassifications in date order as received by Human Resources (HR)
3. *Appeals*

The University is the initiator of new job descriptions.

A new job is defined as a position with duties and responsibilities that differ from an existing job and has a distinct job title. The JJEC will evaluate and classify the work.

Jobs that become vacant and the supervisor takes that opportunity to update the job description prior to posting, are not considered new jobs. Prior to posting a vacancy, HR will determine if the updated job description offers substantially enough to warrant an evaluation and possible reclassification.

Human Resources retains the right to classify auxiliary work. If an auxiliary job becomes regular, the job will be evaluated by the JJEC.

*For help on writing or revising job descriptions, please see:*

- *Writing your Job Description*
- *Some Examples of Active Verbs*

#### **RECLASSIFICATION PROCESS**

Job descriptions may be submitted for job evaluation 15 months from the last evaluation. A request for a reclassification may be initiated by the University or regular support staff member.

- Request for Classification Review Form

An employee who requests a reclassification of their position shall initiate the reclassification process by submitting a signed and dated Request for Classification Review form, current job description (may be obtained from Position Management or HR) and proposed new job description (with "*track changes*"), using the Job Description Template to their immediate supervisor. The employee and supervisor must discuss the employee's classification request and reach agreement on the content of the employee's job description, with a copy of the final job description provided to the effected employee.

Within 20 working days after the employee submits the documents to the supervisor, the supervisor shall submit the form and the finalized job description to HR who will arrange a meeting within five working days of receiving the forms with the employee, a BCGEU JJEC committee member and supervisor to confirm mutual understanding of the job description going forward for review.

A supervisor may initiate a request for reclassification of a position. Where there is an incumbent in the position, the supervisor will discuss the changes in the position with the employee and provide the final copy of the job description to the affected employee(s) prior to submitting the Request for Classification Review Form.

Within 15 working days of the receipt of submission the JJEC shall complete the classification rating. The Committee shall, within five working days, inform the employee, the supervisor and the Union of the results of the classification by letter explaining the reasons for the decision.

## COMMITTEES

The Joint Job Evaluation Committee (JJEC) is comprised of two BCGEU members and two UBC Okanagan management representatives. Their role is to review initial classification and reclassification requests.

The Joint Job Evaluation Appeal Panel (JJEAP) is comprised of one member of the JJEC appointed by the Union and one member of the JJEC appointed by the University. Their role is to review JJEC decision appeals.

## CONFLICT OF INTEREST

The JJEC will conduct evaluations in a transparent, honest and objective manner.

A JJEC or JJEAP member will be declared in a conflict of interest for classifying or reclassifying a job as follows:

- the job being evaluated is the member's job
- the member is in a supervisory or subordinate capacity to the position
- the member is related to the incumbent in the position
- the member must declare a conflict of interest due to personal, business or other relationships that might be reasonably construed as giving rise to concerns about conflict and bias
- to ensure objectivity, members of the JJEAP shall not have had any prior involvement with the particular classification appealed.

## SUCCESSFUL RECLASSIFICATION

Human Resources will verbally advise the supervisor of the decision and the supervisor will verbally advise the employee. The supervisor will submit an ePaf to HR to process any increase in salary.

The JJEC will confirm the classification decision in writing to the employee outlining if any factors have changed. A copy will be sent to the supervisor and the Union Chairperson. In accordance with Clause 20.7 (Placement on Scale): "*Where an employee is appointed to another position which carries a*

*higher salary scale, the employee will receive the rate in the new salary scale which is a minimum of one step higher than their current step or the minimum of the new scale, whichever is greater."*

Should the employee have questions about the decision, the employee may request a meeting with a BCGEU JJEC member and a JJEC employer representative. This meeting is intended to clarify the decision of the Committee to aid in the employee's understanding of the decision. This meeting is not held to hear proposals for a change in the rating which is reserved for the appeal process.

If the position is reclassified to a higher salary grade, the effective date of the increase will be retroactive to the date the Classification Review form was signed and submitted to Human Resources.

### **RECLASSIFICATION TO LOWER LEVEL**

Where a job is reclassified to a lower salary grade than the current job, the employee's salary will remain the same and be red-circled until the maximum salary for the lower classification equals or exceeds the red-circled salary rate. "*Red-circled*" means that the incumbents' current salary exceeds the top of the range for the lower classification.

### **GROUP RECLASSIFICATION REQUESTS**

Where more than one incumbent in the same area carries out the same tasks, one document and job description will be submitted for the group. For instance, two or more clerks in a department performing the same work may only need to submit one set of documents.

### **AUXILIARY EMPLOYEES**

Auxiliary employees who occupied a position reclassified to a higher pay grade will receive retroactive pay for the time worked beginning when the evaluation request was received by Human Resources, to the end of their auxiliary assignment.

### **APPEAL PROCESS**

If an employee disagrees with the JJEC's decision, the employee shall have the right to appeal to the JJEAP. The employee must file a classification appeal within 10 working days after receiving the written notification of the decision.

Only employees shall have the right to appeal in person before the JJEAP and the panel may call any person(s) to provide relevant clarification in order to arrive at a just decision.

The information contained in the Classification/Reclassification Appeal form must be *clarifying existing information* submitted on the original request. The introduction of new information or changes to original information will not qualify for an appeal.

The JJEAP has 20 working days to evaluate the appeal and make a recommendation. Jobs that have been reclassified through the appeal process are ineligible for any further evaluation for 15 months from the date that the Request for Classification Review Form was signed and submitted by the employee to their manager.

When a position is reclassified to a higher salary grade through the appeal process, the effective date of increase will be retroactive to the date the Classification Review form was signed and submitted to the Human Resources Office.

### **WRITING THE APPEAL**

When considering whether or not to file an appeal, it may be helpful for the employee or manager to consider the following:

The written confirmation letter to the employee from the JJEC describes the factors that influenced their decision. Did the new job description describe the new duties or responsibilities fully (e.g. how and why the work is done)?

Were examples provided so that the JJEC would have a well-rounded picture of the job?

Did individual job performance, volume of work, or salary level influence the original submission?

Did I have sufficient input from my employee or my supervisor?

Will my appeal clarify information previously submitted or not contain new information?

If the Appeal presents new information, it will be not considered and the reclassification request will have to wait one year before the JJEC will consider it again.

### **GRIEVANCE PROCEDURE**

If the Joint Job Evaluation Appeal Panel is unable to agree on the proposed classification, the grievance procedure under Article 67 (Grievance Procedure) may be invoked.

In the event a reclassification is not approved upon first submission but subsequently approved by either the JJEAP or through the grievance procedure, the effective date of such reclassification will be the date the Classification Review form was signed and submitted to Human Resources.

### **LETTER OF UNDERSTANDING 4 Review of Job Evaluation Plan**

The parties agree to continue discussions at the Joint Union Management Committee about review of the Job Evaluation Plan.

### **LETTER OF UNDERSTANDING 5 Statutory Holiday Allocation in the Library**

To accommodate the Library's unique circumstances, the parties agree to deviate from Clause 30.2 (Working Schedule) and agree to the following terms and conditions:

(a) The Library will determine the hours of operation and staffing requirements for statutory holidays based on operational requirements;

(b) Supervisors will work to fill the statutory holiday shifts as follows:

Shifts on statutory holidays will be afforded under the shifts language in the collective agreement (Clause 30.3 [Shifts]) and assigned based on seniority;

(c) The Union's agreement is without prejudice or precedent to any future circumstances.

**LETTER OF UNDERSTANDING 6**  
**Severance Grandparenting**

An employee on regular appointment as of March 6, 1989, who has accumulated five or more years of service and voluntarily leaves the service of the University, is entitled to severance as outlined in Clauses 39.2 (Severance Pay Calculation) and 39.3 (Termination for Cause).

The following employee is the only employee remaining that is eligible for this severance grandparenting:

Rose Cresswell

**LETTER OF UNDERSTANDING 7**  
**Recruitment and Retention**

The parties recognize that there are circumstances where the ability to recruit and retain employees for positions at the University can be challenging.

It is agreed that should a department seek to introduce a recruitment or retention initiative that requires Union agreement as a result of a change in a condition of employment, the University will provide the Union with the following information:

- 1) Department;
- 2) Position/Classification and number of vacancies;
- 3) Length of time undertaken by the recruitment or retention initiative;
- 4) Reasons necessitating the recruitment or retention initiative; and
- 5) Relevant details related to the form of the recruitment or retention initiative.

Where a recruitment or retention initiative is identified, the parties agree to enter into good faith discussions regarding potential measures and steps to undertake to help resolve the issue. The parties agree to exchange any necessary documentation and supporting information.

The University agrees to provide updates related to all recruitment or retention initiatives at Labour Management Committee meetings.

**LETTER OF UNDERSTANDING 8**  
**Indigenous Alternative Resolution Process**

The University commits to forming a working group with representatives of the Union to explore the possibility of implementing an Indigenous Alternative Resolution Process for members. The working group must include Indigenous members. Prior to the process being an option for utilization, the working group must go through a consultation process to engage the appropriate facilitators.

*This LOU is agreed to on a provisional basis and the specific language is subject to refinement or amendment based on consultations to be conducted with the Indigenous community at UBC within six months of ratification.*

### **LETTER OF UNDERSTANDING 9** **Overpayments**

In circumstances where an administrative or other error results in an overpayment of wages or benefits to an employee, and such error has been made in good faith, the University shall be entitled to recover any overpayment, provided:

1. Where the error has been reported by the employee, that the University confirms the amount(s) owing to the employee; or, where the University discovers the error, then a detailed breakdown of the error, provided in the form of a meeting with optional Union representation, will be given by the University to the affected employee as soon as practicable;
2. Unless impracticable or unreasonable to do so, the proposed recovery is made over a period of time not less than the period during which the overpayment was made unless otherwise agreed between the University and the employee;
3. This process applies when the overpayment amount is \$600 or less;
4. The instalment amounts will be made by payroll deduction and shall be:
  - For employees whose gross income is less than \$2500/month: \$25 per pay period;
  - For employees whose gross income is between \$2500/month and \$3500/month: \$35 per pay period;
  - For employees whose gross income is greater than \$3500/month: \$50 per pay period.
5. In the event the employee retires from, or leaves the employ of, the University before the University is able to fully recover an overpayment, the University shall be entitled to make a full recovery at the time of employment termination and reduce accordingly any payments that might be outstanding by that employee on termination of employment to recover the overpayment. This Letter of Understanding does not apply to monies discovered to be owed by former employees after the date of their employment termination.
6. Should these repayment terms be insufficient to fully satisfy the amount of the overpayment, this Letter of Understanding is not a waiver of other rights that may be held or asserted by the University.
7. The University agrees to genuinely consider extenuating circumstances and potential hardships to employees.

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

### **LETTER OF UNDERSTANDING 10** **Working Group on Opportunities for Underrepresented Groups**

The University and the Union agree to establish a working group within six months to discuss in good faith recommendations on methods to specifically attract, retain, promote and provide opportunities to qualified candidates from groups that have been historically underrepresented.

The purpose of the working group is to:

1. Identify and develop initiatives to attract prospective employees from historically underrepresented groups; and

2. Examine, evaluate reports and consider the effectiveness of current initiatives, identify and recommend areas with the Collective Agreement wherein initiatives and programs may be undertaken to advance and promote equity, diversity and inclusion for historically underrepresented groups.

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

### **LETTER OF AGREEMENT 1**

#### **Health Spending Account**

The University and the Union agree that the employer will establish a Health Spending Account for all eligible employees. Effective January 1, 2023, eligible employees will be able to access up to \$200 for eligible expenses per calendar year. "*Eligible employees*" refers to employees who are enrolled in Health and Welfare plans, pursuant to Article 44.

### **LETTER OF AGREEMENT 2**

#### **Targeted Wage Adjustments - Charge Engineer and Charge Electrician**

In recognition of the wage rate with respect to the classifications, Charge Engineer and Charge Electrician, the University will provide wage adjustments to address such affected positions.

For Charge Engineer and Charge Electrician classifications, the adjustment will be made effective July 1, 2023, in the amount of 3.5% in the current Appendix B.

The Letter of Agreement does not affect or amend Articles 16 (Job Evaluation), 17 (New Positions/Classifications) or 18 (Reclassification) of the Collective Agreement and may not be relied upon in any manner to support an interpretation of the Collective Agreement.

### **LETTER OF AGREEMENT 3**

#### **Targeted Wage Adjustments - UTA**

In recognition of the wage rate, with respect to the classifications of Undergraduate Teaching Assistant (UTA), the University will provide a wage adjustment to address such affected positions.

For the UTA classification, the adjustment will be made effective, September 1, 2023, in the amount of \$0.75 per hour in the current Appendix F.

This letter of agreement may not be relied upon in any manner to support an interpretation of the Collective Agreement.

### **LETTER OF AGREEMENT 4**

#### **Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded)

general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 2022-2025 BCGEU Support Staff Common Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.

2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of this Collective Agreement.

#### **LETTER OF AGREEMENT 5** **Cost of Living Adjustment**

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

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

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

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