

LETTER OF UNDERSTANDING #2

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:

	Annual Salary based on 384 hours Sept – April year	July 1, 2005		July 1, 2006	
		Annual	Hourly	Annual	Hourly
GTA 1	Graduate Student in a Ph.D program	10,564	27.51	10,775	28.06
GTA 2	Student registered in a Masters degree	10,176	26.50	10,380	27.03
UTA	Student registered in a bachelors program	5,196	13.53	5,300	13.80
Marker		4,996	13.01	5,096	13.27

		July 1, 2007		July 1, 2008	
		Annual	Hourly	Annual	Hourly
GTA1	Graduate student in a Ph.D program	10,991	28.62	11,211	29.20
GTA2	Student registered in a Masters degree	10,588	27.57	10,800	28.13
UTA	Student registered in a bachelors program	5,406	14.08	5,514	14.36
Marker		5,198	13.54	5,302	13.81

		July 1, 2009	
		Annual	Hourly
GTA1	Graduate student in a Ph.D program	11,435	29.78
GTA2	Student registered in a Masters degree	11,016	28.69
UTA	Student registered in a bachelors program	5,624	14.65
Marker		5,408	14.08
Percentage increases are applied to the "annual" rate; the hourly rate is obtained by dividing the "annual" rate by 384			

(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 his/her 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 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 through the following August 31):

(1) Members of the bargaining unit shall have until April 30 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 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 him/her 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 and before August 1, 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 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 or January 1. 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. 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 to December 31 or January 1 to April 30), for the entire Winter Session (September 1 to April 30), or for one or more terms of the Summer Session.

(d) When an appointment as a Teaching Assistant starts before the September 1 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;
  - (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 masters 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 give 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 masters 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 his/her program of graduate study for a period not to exceed one year will not jeopardize his/her 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 his/her 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 he/she 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, he/she shall not have preference for reappointment in the Department or Faculty to which he/she has 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 if possible, and in any event no later than September 30. 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 and January 31, 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 to April 30), 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 his/her 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, he/she shall indicate accurately the nature of the position(s) he/she already holds 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 end date as referenced above, the teaching assistant shall continue to be paid the current rate of pay of his/her 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 his/her agreement.

(i) The Employer shall not require any employee to perform teaching or related duties amounting to more than seven hours per day without his/her agreement.

(j) The Employer shall not require that an employee's work schedule conflict with his/her scheduled course work.

(k) The Employer shall not require any employee to perform marking or invigilation duties in the 24 hours before his/her own examination, including his/her 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. –

- This article is suspended and subject to annual review by the Union/Management Committee
- 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 Workers' Compensation from performing his/her 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 his/her 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.

The Graduate Teaching Assistant positions will be excluded from the following provisions within the Collective Agreement:

- Article 16 – Appointments
- Article 19 – New Positions/Classifications
- Article 20 – Reclassification
- Article 21 – Posting of Positions
- Article 22 – Selection of Employees
- Article 23 – Job Transfer and Reclassification Downward
- Article 26 – Seniority
- Article 29 – Increments
- Article 30 – Shift Differential
- Article 32 – Hours of Work and Overtime
- Article 33 – Meal Period
- Article 34 – Rest Breaks
- Article 35 – Substitution Pay
- Article 36 – Pre-Layoff Canvass, Layoff and Recall
- Article 38 – Separation of Employment
- Article 41 – Severance Pay
- Article 42 – Vacations
- Article 44 – Leave of Absence with Pay: Christmas Floater
- Article 46 – Deferred Salary Leave Plan
- Article 48 – Continuation of Benefit Coverage
- Article 50 – Sick Leave Provisions
- Article 53 – Deceased Employee
- Article 54 – Exchange Leave
- Article 55 – Educational Leave and Employee Training
- Article 56 – Staff Development
- Article 57 – UBC Tuition Waiver Course Registration
- Article 58 – Special Leave
- Article 59 – Leave of Absence
- Article 61 – Political Activity
- Article 62 – Jury Duty



Article 63 – Fire Fighting Pay  
Article 64 – Subsistence Allowances  
Article 66 – Private Vehicle Insurance

Neither will these positions be eligible for tuition waiver benefits.

SIGNED ON BEHALF  
OF THE UNION:

SIGNED ON BEHALF  
OF THE EMPLOYER:

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Wiho Papenbrock  
Staff Representative

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Jackie Podger, Director  
Human Resources