

COLLECTIVE AGREEMENT

between the

UNIVERSITY OF BRITISH COLUMBIA

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from July 1, 2019 to June 30, 2022

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ARTICLE 1 - PREAMBLE

The purpose of this agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the University and the Union to the benefit of both parties.

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

The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

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
- Executive Administrative Assistant, Office of the Provost and Vice Principal
- Executive Administrative Assistant, Deputy Vice Chancellor and Principal's Office

5.2 New Classification

When the University creates a new position which does not fall within Appendix A, and for which the assigned duties might reasonably be deemed to come within the bargaining unit for which the Union is certified, 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 relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.

5.3 Organizational Chart

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.

5.4 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 5.2 and 5.3 shall be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, 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.

6.2 Union Membership for Auxiliary Appointments

Employees on auxiliary appointments who are employed for 10 accumulated working days or less shall not be required to become members of the Union as a condition of employment. Such employees shall be paid the listed rate of pay in accordance with Appendix C of this agreement.

ARTICLE 7 - NO DISCRIMINATION CLAUSE

The University and its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, nationality, political or religious affiliations, sex or marital status, disabling conditions unrelated to job performance, 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 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 68.2(e).

ARTICLE 8 - GENERAL**8.1 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.

8.2 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 9 - THE UNIVERSITY SHALL ACQUAINT NEW EMPLOYEES**9.1 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 a copy of the collective agreement, with the appointment letter a copy of which shall be forwarded to the support staff bargaining unit Chairperson. New employees shall be advised of the name and location of their steward.

9.2 Union Orientation of New Members

The University agrees to allow four 90-minute lunch meetings (12:00 p.m. to 1:30 p.m.) in each calendar year. The Union may arrange when meetings are to be held provided at least 10 days' advance notice is given.

ARTICLE 10 - CHECK-OFF OF UNION DUES**10.1 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.

10.2 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.

10.3 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
- base job classification

- start date
- hourly salary
- dues amount
- month-to-date dues.

The University will provide employee identification numbers for each bargaining unit employee to the Union.

10.4 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.

10.5 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.

10.6 Assignment of Wages

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

ARTICLE 11 - BULLETIN BOARD

11.1 Bulletin Board

The University shall provide a bulletin board in an agreed location 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.

11.2 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 12 - PICKET LINES

12.1 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 dismissal.

12.2 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 13 - UNION REPRESENTATIVES**13.1 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.

13.2 Union Notice to Employer

Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

ARTICLE 14 - STEWARDS**14.1 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.

14.2 Operational Requirements

It is mutually understood that Clause 14.1 will in no way interfere with University duties as laid down.

ARTICLE 15 - 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 because of any subcontracting engaged in by the University. See also Appendix D of this contract.

(b) The University agrees to provide, upon request of the Union, copies of all purchase service agreements 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 16 - APPOINTMENTS**16.1 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 16.2[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 16.2[d]).

(c) Sessional Appointment

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

16.2 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 16.2[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 16.2[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 21 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 for a period of more than 10 working days 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) *Christmas 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 24th when Christmas Day falls on a Tuesday, Thursday, Friday or Saturday;
- (ii) on December 27th when Christmas Day falls on a Monday or a Wednesday;
- (iii) on December 28th when Christmas Day falls on a Sunday.

Those auxiliary employees who are designated to remain on duty on the Christmas 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)

Total leaves of absence for any or all of the above shall not exceed three 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.

16.3 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.

16.4 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 24.
- (3) If the employment of an employee on a shared regular appointment is terminated in accordance with Article 26 (Seniority) and Article 36 (Layoff and Recall), the employee shall receive severance pay in accordance with Article 41 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 29.2 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 42.5(b).
- (4) If employees on a shared regular appointment wish to receive health and welfare benefits specified in Article 46, the period of participation shall be a complete University year (July 1st - June 30th) 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 16.4[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 17 - JOINT COMMITTEE

17.1 Definition

A joint committee comprised of representatives of the University, and representatives of the support staff Bargaining Committee shall constitute the Joint Committee referred to throughout this contract, unless otherwise specified. The Joint Committee shall meet the second Tuesday of each month unless otherwise mutually agreed. In emergency situations, the Joint Committee shall also meet no later than 10 working days following the call of either party.

ARTICLE 18 - JOB EVALUATION

18.1 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.

18.2 Job Descriptions

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

ARTICLE 19 - NEW POSITIONS/CLASSIFICATIONS

19.1 Right to Create Positions

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

19.2 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 20 - RECLASSIFICATION

20.1 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 18. The University shall stipulate the effective date of any such reclassification.

20.2 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 Article 20.5 (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.

20.3 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 Article 20.5 (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 20, 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 20.3(b), 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 24.
- (d) The University, in consultation with the Union, will review reasonable options as set out under Article 36 (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 Article 24.2;
 - (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 18, the classification results in an increase of two or more grades, then Article 20 no longer applies and the incumbent is given layoff notice in accordance with Article 36. In such cases, the Employer and the Union may mutually agree to extend the timelines for "*Internal Placement*" under Article 36 to accommodate the posting process for the reclassified position.

20.4 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.

20.5 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 69 may be invoked.

ARTICLE 21 - POSTING OF POSITIONS

21.1 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.

21.2 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.

21.3 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.

21.4 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 21.1. 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 22 - SELECTION OF EMPLOYEES

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

22.1 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.

22.2 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 21.2. 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) 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.

22.3 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 22.6 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.

22.4 Selection: Auxiliary Appointments

Offers of short-term 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 26.2).

22.5 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 16.2(c). 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. 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 22.4. If the position is filled by an employee on regular appointment the subsequent vacant position may be filled in accordance with Clause 22.4.

(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.

22.6 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.

22.7 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.

22.8 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.

22.9 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 23 - JOB TRANSFER

23.1 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.

23.2 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.

23.3 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 24 - PROBATION**24.1 New Employee**

- (a) New employees granted regular appointments shall be required to successfully complete a probationary period of 910 regular hours of service calculated from their date of appointment to a position. If unsuccessful, they may be released from employment.
- (b) New employees on auxiliary appointments shall be required to successfully complete 910 hours of service as the probationary period. If the University deems them to be unsuccessful during this period, they may be released from employment.
- (c) 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.

24.2 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 455 regular hours 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 910 hours 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 26.2(e)(6). If the auxiliary employee is appointed to a regular position in which they have successfully completed a 910 hours probationary period in the same department and same assignment, the required additional probation period will be 455 hours from the date of the regular appointment.

24.3 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 25 - PERFORMANCE APPRAISALS**25.1 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.

25.2 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.

25.3 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.

25.4 Employee's Copy

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

ARTICLE 26 - SENIORITY

26.1 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 1st and October 1st 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 36.5(m) takes effect.
- (d) Employees shall not accumulate seniority for the duration of the layoff period.

26.2 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 26.2(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 26.2(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 27 - 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 28 - SALARY AND WAGE INCREASES

28.1 Salary and Wage Increase

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

ARTICLE 29 - INCREMENTS

29.1 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 26.1(c).

29.2 Part-Time Regular Appointments

Employees on part-time regular appointments shall receive an incremental increase when they have accumulated 1820 hours of seniority with the BCGEU; additional incremental increases are applied for each successive accumulation of 1820 hours of seniority with the BCGEU, subject to Clause 26.1(c).

29.3 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).

29.4 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.

29.5 Long Service Increments

BCGEU members who were remaining members of the bargaining unit as of July 1, 2005, shall be entitled to one more long service increment after which no further entitlement shall remain for that individual. This entitlement shall not apply to employees hired after July 1, 2005.

ARTICLE 30 - SHIFT DIFFERENTIAL

30.1 Differential Pay Rates

Differential pay shall be paid at the following rates:

Afternoon (4:00 p.m. to 12 midnight)	\$1
Graveyard (12 midnight to 8:00 a.m.)	\$1.15

30.2 Hours Worked

Where the majority of an employee's regular hours of work fall within either the designated afternoon or graveyard shift, the differential shall be paid for all hours worked.

ARTICLE 31 - 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 32 - HOURS OF WORK AND OVERTIME

32.1 Workweek Defined

(a) Except for employees identified in Clause 32.1(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 for specified periods in selected parts of the University's operations, such as flextime.

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.

32.2 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 Article 32.6(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 32.1(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.

32.3 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 and equitable distribution.

32.4 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.

32.5 Call Out, Trouble Call and Standby

(a) "*Call out*" - 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 call out, unless it extends into the employee's scheduled hours. Minimum pay for a call out is four hours at the appropriate overtime rates. Where a call out 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 32.5(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 32.5(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.

32.6 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 32.1(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).

(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 31st of that calendar year.

(3) If employees are unable to schedule compensating time off due to operational requirements, any overtime due at December 31st 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 33 - MEAL PERIOD

33.1 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.

33.2 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.

33.3 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 Clause 63.

ARTICLE 34 - 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 35 - SUBSTITUTION PAY

35.1 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.

35.2 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 36 - LAYOFF AND RECALL**36.1 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 Article 36.4.
- (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.

36.2 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 Article 36.2(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 Article 36.2(b) will not exceed the costs that would be incurred under Article 36.4.
- (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 Article 36.2(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 Article 41.2;
- (4) Other options identified under Article 36.2(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 Article 36.4 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 Article 36.2(e).

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

36.3 Internal Placement

(a) If the employee chooses option 1 under Article 36.2(e), the employee will engage in the process outlined in Article 36.3. The employee will have one month from the date of the selection of Internal Placement in 36.2(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 Article 24.2(a), 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 Article 36.5.

(g) The employee will have one month from the date of the selection of Internal Placement in Article 36.2(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 Article 36.3(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 Article 36.4;
- (2) Layoff with recall rights for 12 months outlined in Article 36.5;
- (3) Termination of employment with severance pay under Article 41.

(i) Failure to select an option under Article 36.3(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.

36.4 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 36.3(d) will still be eligible to bump.

(b) Employees who meet the requirements in 36.4(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 Article 24.2(a), 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 Article 36.5.

36.5 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 Article 24.2(a), 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 Article 36.5 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 Article 36.5(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 37 - DISCIPLINE, SUSPENSION, DISMISSAL

37.1 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.

37.2 Censures

(a) Whenever the University or its agent deems it necessary to censure 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 censure, given written particulars of such censure to the employee and the Union.

(b) Subject to Clause 37.2(c) after a period of 12 months and upon a request in writing by the censured employee, written censure shall be removed from personnel records and destroyed, provided there are no further censurable infractions.

(c) In the case of a written censure issued as a result of a discrimination or sexual harassment complaint, the censure shall be removed from personnel records and destroyed after a period of five years, upon a request in writing by the censured employee, and provided there are no further censurable infractions under this clause.

37.3 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 70 of this agreement.

37.4 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.

37.5 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 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 disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

37.6 Correspondence

Both parties agree that in the case of correspondence relevant to Article 37 (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 38 - SEPARATION OF EMPLOYMENT

38.1 Dismissal

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

38.2 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.

38.3 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 39 - RE-EMPLOYMENT

39.1 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.

39.2 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 40 - TECHNOLOGICAL CHANGE**40.1 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.

40.2 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).

40.3 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.

40.4 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.

40.5 Severance

Employees whose services are terminated because of technological change shall receive severance pay.

ARTICLE 41 - SEVERANCE PAY**41.1 Eligible for Severance**

The following regular employees will be eligible for severance pay:

- (a) an employee whose service is terminated by the University for reasons pursuant to Article 36 (Layoff and Recall) and Article 40 (Technological Change); or
- (b) an employee on regular appointment as at March 6, 1989 who accumulated five or more years of service and voluntarily leaves the service of the University. This clause only pertains to the employees listed in Appendix E; or
- (c) an employee who becomes eligible under the terms of Appendix E; or
- (d) an employee on regular appointment as at July 1, 2005 who had accumulated 14 years of service and who was 48 years of age as of that date.

41.2 Severance Pay Calculation

- (a) If severance is payable under Clause 41.1 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.

41.3 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 42 - VACATIONS

42.1 Definition

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

42.2 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 31st shall be added to the next year's holiday entitlement.

42.3 Carryover

Upon notification in writing to their supervisor(s) prior to November 30th, employees on regular appointments may carry over a maximum of five days' vacation leave to the next calendar year. Upon approval of the supervisor(s), employees may carry over an additional five days for a maximum of 10 days' vacation leave to the next calendar year. 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.

42.4 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.

42.5 Vacation Leave Credits

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

- (1) During the 1st to 6th consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.
- (2) During the 7th to 9th consecutive years of employment, employees shall receive 26 working days annual vacation.

- (3) During the 10th to 14th consecutive years of employment, employees shall receive 27 working days annual vacation.
 - (4) During the 15th to 19th consecutive years of employment, employees shall receive 28 working days annual vacation.
 - (5) During the 20th to 24th consecutive years of employment, employees shall receive 29 working days annual vacation.
 - (6) During the 25th consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.
- (b) As of January 1, 2020, employees on regular appointments of 12 months a year shall earn vacation leave credits as follows; prorated where there is less than a full year's service:
- (1) During the 1st to 6th consecutive years of employment inclusive, employees shall receive 20 working days paid annual vacation.
 - (2) During the 7th to 9th consecutive years of employment, employees shall receive 26 working days annual vacation.
 - (3) During the 10th to 14th consecutive years of employment, employees shall receive 28 working days annual vacation.
 - (4) During the 15th consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.
- (c) 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.
- (d) For employees on part-time regular appointments proration of annual vacation entitlement shall be based on actual hours worked.
- (e) 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 42.5(a) on the basis of accumulative service.

42.6 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 26.2(e). Vacation pay shall be paid semi-monthly.
- (c) Notwithstanding Clause 26.2(e), 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.

42.7 Vacation Schedules

- (a) Vacation schedules shall be circulated and posted not later than April 1st of each year. Employees who do not exercise their seniority rights by April 16th 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.

42.8 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.

42.9 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 43 - STATUTORY HOLIDAYS

43.1 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
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family 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. Employees required to work on any of the above holidays shall receive a regular days pay at one and one-half 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.

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

43.2 Employees on Auxiliary Appointments

All employees on auxiliary appointments who have worked or earned income on 15 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 44 - 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 45 - 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 46 - HEALTH AND WELFARE PLANS

46.1 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.

46.2 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 in (a) above on the first day of the month on or after 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.

46.3 Extended Health Benefits

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

46.4 Basic Group Life Insurance

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

46.5 Income Replacement (Long-Term Disability)

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

46.6 Employee and Family Assistance Program

The University will pay 70% of the premiums for this plan and regular employees will pay 30% of the premiums for this plan.

ARTICLE 47 - CONTINUATION OF BENEFIT COVERAGE

- (a) When employees go off work ill, (either short-term or on LTD) or are on a WorkSafeBC claim, the University shall continue to pay any or all Health and Welfare Benefits as detailed under Article 46 of this agreement. 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, the University shall continue to pay any or all Health and Welfare Benefits as detailed under Article 46 of this agreement 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 two parties.

ARTICLE 48 - WORKSAFEBC CLAIM

48.1 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 46 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 48.1 the employee(s) still remains on leave, the employee(s) shall be considered on a direct WorkSafeBC claim.

48.2 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 49 - SICK LEAVE PROVISIONS

49.1 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*.

49.2 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.

(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.

49.3 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 49.2).

(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.

49.4 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.

(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.

49.5 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 36 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.

49.6 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.

49.7 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.

49.8 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) 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.

49.9 Medical Examination

(a) 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 Article 49.4 hereof.

(b) 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 University's physician 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.

49.10 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 50 - MATERNITY, PARENTAL AND ADOPTION LEAVE

50.1 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.

50.2 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.

50.3 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.

50.4 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.

50.5 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

50.6 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 36.

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.

50.7 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.

50.8 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.

50.9 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.

50.10 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 51 - BEREAVEMENT**51.1 Entitlement**

In the case of bereavement 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.

51.2 Definition

Immediate family is defined as an employee's father, mother, spouse, same-sex partner, brother, sister, son, daughter, common-law child, or ward, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law and any other relative permanently residing in the employee's household or with who the employee permanently resides.

51.3 Funeral Duties

Up to one day's leave with pay will be allowed to attend the funeral of a friend or relation not defined under Article 51.2 to a maximum of two days per year. Where employees have been asked to be a pallbearer they shall, at the discretion of their immediate supervisor, be allowed sufficient time off from their duties to meet those obligations.

51.4 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.

51.5 Auxiliary Employees

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

ARTICLE 52 - DECEASED EMPLOYEE**52.1 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 dependant or dependants 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.

52.2 Timely Payments

All the aforementioned payments will be paid without delay.

ARTICLE 53 - EXCHANGE LEAVE**53.1 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.

53.2 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.

53.3 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 54 - EDUCATIONAL LEAVE AND EMPLOYEE TRAINING

54.1 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.

54.2 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 22.4, or auxiliary employees currently working in the area where the new, enhanced or changed work processes occur.

ARTICLE 55 - STAFF DEVELOPMENT

55.1 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.

55.2 Joint Staff Development Committee

A joint staff development committee consisting of two representatives from the Union and two representatives from the University shall grant or deny applications for financial assistance. Subject to the provisions of this article, the Committee shall establish policies and procedures for applying for staff development leave and financial assistance to assist in covering all expenses associated with the staff development and for the Committee's review of such application.

55.3 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.

55.4 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 recommendation to the Staff Development Committee normally at least one month in advance of the development activity. All applications will be forwarded to the Joint Staff Development Committee.

55.5 Approval

Staff development leave shall be subject to the following:

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

55.6 Funds

There shall be a staff development fund established to fund staff development activities. The amount of the fund shall be:

- (a) \$59,000 for the 2019/2020 fiscal year.
- (b) \$94,000 for the 2020/2021 fiscal year.
- (c) \$137,000 for the 2021/2022 fiscal year and subsequent fiscal years.
- (d) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.

ARTICLE 56 - 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 57 - 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 Boxing and New Year's Days).

- (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 58 - LEAVE OF ABSENCE

58.1 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 be exercised reasonably.
- (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 be exercised reasonably.
- (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 36 (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.

58.2 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 replace the employee as necessary.

58.3 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 49.3(b).

58.4 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 36 will be followed.

58.5 Leave for Domestic Violence

With effect from January 1, 2020, 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 up to three days' leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period.

ARTICLE 59 - LEAVE FOR UNION OFFICERS

59.1 Full-Time 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 Article 59.1(a) shall continue to accrue seniority during the period of the leave for the purpose of Article 36 (Layoff and Recall) only.

59.2 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 71.5;
 - (2) to stewards, or their alternates, to perform their duties pursuant to Clause 14.1;
 - (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 60 - POLITICAL ACTIVITY

60.1 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 or municipal level, they shall upon written request be granted leave of absence without pay to engage in the election campaign. If elected to full-time 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 shall be given to the University.

60.2 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 61 - 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 62 - 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 63 - SUBSISTENCE ALLOWANCES

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

ARTICLE 64 - TRAVEL ALLOWANCE**64.1 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.

64.2 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.

64.3 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 65 - PRIVATE VEHICLE INSURANCE

Employees will be governed by the Business Expense Policy (FM8) of UBC.

ARTICLE 66 - OCCUPATIONAL HEALTH AND SAFETY**66.1 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.

66.2 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.
- (d) Committee members shall be entitled to leave without loss of pay/benefits to attend WorkSafeBC training courses as part of their committee training required by the WCB.

66.3 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.
- (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.

66.4 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.

66.5 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.

66.6 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.

66.7 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.

66.8 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) 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 \$150 once every year.

66.9 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.

ARTICLE 67 - 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) that it will pay any judgement against an employee which arises from the conduct of the employee within the scope of the employee's employment and all reasonable legal costs incurred by the employee in defending the legal proceedings brought against the employee which result in that judgement.

ARTICLE 68 - DISCRIMINATION AND HARASSMENT

68.1 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).

68.2 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 age, ancestry, colour, family status, marital status, physical or mental disability, place of origin, political belief, race, religion, sex, sexual orientation and criminal conviction unrelated to employment.

- (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 69.
- (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.

68.3 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 69 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.

68.4 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 69 - GRIEVANCE PROCEDURE

69.1 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.

69.2 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 69.3(a).

69.3 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.

69.4 Step 3

Failing satisfactory settlement at Step 2, and pursuant to Article 70, the President of the Union, or designate, may, within 20 working days, inform the University of their intention to submit the dispute to arbitration.

69.5 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.

69.6 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.

69.7 Dismissal or Suspension Grievance

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to Clause 37.2(c), the grievance may commence at Step 2 of the grievance procedure under Clause 69.3 within 10 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension.

69.8 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.

69.9 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.

69.10 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.

69.11 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.

69.12 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 69.11.

ARTICLE 70 - ARBITRATION**70.1 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 69, 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.

70.2 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 70.2(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.

70.3 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.

70.4 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.

70.5 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.

70.6 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.

70.7 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.

70.8 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.

ARTICLE 71 - LABOUR MANAGEMENT NEGOTIATIONS**71.1 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.

71.2 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.

71.3 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.

71.4 Function of Bargaining Committee

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

71.5 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 72 - 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 print sufficient copies of the agreement for distribution to employees.

ARTICLE 73 - ARTICLES HELD INVALID**73.1 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.

73.2 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 74 - 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, 2019 and up to and including June 30, 2022 and thereafter from year to year unless either party to this agreement give notice to commence collective bargaining in accordance with the relevant labour legislation of British Columbia.

**SIGNED ON BEHALF
OF THE UNION:**

**SIGNED ON BEHALF
OF THE EMPLOYER:**

Stephanie Smith
President

Santa Ono
President

Karen Whitehouse, Chairperson
Bargaining Committee Member

Deborah Buszard
Deputy Vice Chancellor & Principal

Cheryl Ash
Bargaining Committee Member

Marcia Buchholz
Interim Vice-President, Human Resources

Constance Neid
Bargaining Committee Member

Gillian Henderson
Executive Director, Human Resources

Luis Diaz
Bargaining Committee Member

Ann Forrest
Staff Representative

Dated this _____ day of _____, 20_____.

APPENDIX A
Positions Referred to in Article 5

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

Food Services Worker

General Office Clerk

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

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

Secretary I
Secretary II
Study Tour Assistant
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./Journeyman

Utility Worker

APPENDIX B
Support Staff Classifications

Salary Band	Classification	Salary Range
1	Utility Worker Food Services Worker General Office Clerk Study Tour Assistant Laboratory Assistant	1 – 5
2	Clerk I Library Clerk I	2 – 6
3	Clerk II Facilities Services Worker I Library Clerk II	3 – 7
4	Clerk III Facilities Services Worker II Library Clerk III	4 – 8
5	Clerk IV Facilities Services Worker III Library Technician I Secretary I Technician I Research Assistant/Technician I	5 – 9
6	Clerk V Facilities Services Assistant I Library Technician II 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 Technician IV Research Assistant/Technician IV	10 - 14
9	Support Services Coordinator I Technician V T.Q./Journeyman Research Assistant/Technician V	13 – 17
10	Support Services Coordinator II Engineer/Electrician	14 – 18
11	Support Services Coordinator III Charge Engineer/Charge Electrician	15 – 19
	Students	See Letter of Understanding #1
	Teaching Assistants	See Letter of Understanding #2
	Research Assistant/Technicians	See Letter of Understanding #3

**APPENDIX C
Salary Scales**

Step	01-July-2019 (+2%)			01-July-2020 (+2%)		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual
1	19.06	2,890	34,680	19.44	2,948	35,376
2	19.71	2,989	35,868	20.10	3,049	36,588
3	20.41	3,095	37,140	20.82	3,157	37,884
4	21.11	3,202	38,424	21.54	3,266	39,192
5	21.86	3,316	39,792	22.30	3,382	40,584
6	22.62	3,431	41,172	23.08	3,500	42,000
7	23.42	3,552	42,624	23.89	3,623	43,476
8	24.25	3,677	44,124	24.73	3,751	45,012
9	25.10	3,807	45,684	25.60	3,883	46,596
10	25.97	3,939	47,268	26.49	4,018	48,216
11	26.89	4,078	48,936	27.43	4,160	49,920
12	27.82	4,219	50,628	28.37	4,303	51,636
13	28.81	4,369	52,428	29.38	4,456	53,472
14	29.82	4,523	54,276	30.42	4,613	55,356
15	30.86	4,680	56,160	31.48	4,774	57,288
16	31.93	4,842	58,104	32.57	4,939	59,268
17	33.05	5,013	60,156	33.71	5,113	61,356
18	34.19	5,186	62,232	34.88	5,290	63,480
19	35.39	5,368	64,416	36.10	5,475	65,700

Step	01-July-2021 (+2%)		
	Hourly	Monthly	Annual
1	19.83	3,007	36,084
2	20.51	3,110	37,320
3	21.23	3,220	38,640
4	21.96	3,331	39,972
5	22.75	3,450	41,400
6	23.54	3,570	42,840
7	24.36	3,695	44,340
8	25.23	3,826	45,912
9	26.12	3,961	47,532
10	27.02	4,098	49,176
11	27.98	4,243	50,916
12	28.94	4,389	52,668
13	29.97	4,545	54,540
14	31.02	4,705	56,460
15	32.10	4,869	58,428
16	33.22	5,038	60,456
17	34.39	5,215	62,580
18	35.58	5,396	64,752
19	36.83	5,585	67,020

APPENDIX D
Article 15 - Subcontracting

Pursuant to Article 15, both parties agree that the University shall have the right to subcontract, with prior consultation but not necessarily with prior union agreement, the cleaning for any buildings to be constructed on the campus in Kelowna, subject to the following conditions:

- (a) No existing employees shall lose their employment because of the implementation of this clause.
- (b) No existing position under the jurisdiction of the BCGEU support staff will be eliminated as a result of this appendix.
- (c) The University and the Union agree to review the functions necessary in the operation and maintenance of the new buildings. The University commits itself to offer the present custodial staff their choice of any new position created as a result of this review.
- (d) The University confirms to the Union and its members that it has no intention of seeking to contract other services such as secretarial, clerical, stores, or any other service provided by BCGEU support staff members employed by the University.

APPENDIX E
Severance Grandfathering

The following employee was on regular appointment as at March 6, 1989, who accumulated five or more years of service and voluntarily leaves the service of the University:

Rose Cresswell

APPENDIX F
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 or its predecessor OUC.
- (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

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 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, 2019	
		Annual	Hourly
GTA1	Graduate student in a Ph.D program	13,069.84	34.04
GTA2	Student registered in a Master's degree	12,590.80	32.79
UTA	Student registered in a bachelors program	6,556.48	17.07
Marker		6,341.76	16.52
Percentage increases are applied to the " <i>Monthly Rate</i> ". Annual rate is obtained by Monthly Rt*8. For UTA's, the salary amount shown is calculated by applying the 2% GWI and then applying the 2% additional increase. For Markers, the salary amount shown is calculated by applying the 2% GWI and then applying the 2.6% additional increase.			

Teaching Assistants		July 1, 2020	
		Annual	Hourly
GTA1	Graduate student in a Ph.D program	13,331.20	34.72
GTA2	Student registered in a Master's degree	12,842.64	33.44
UTA	Student registered in a bachelors program	6,844.72	17.82
Marker		6,649.68	17.32
Percentage increases are applied to the " <i>Monthly Rate</i> ". Annual rate is obtained by Monthly Rt*8. For UTA's, the salary amount shown is calculated by applying the 2% GWI and then applying the 2.35% additional increase. For Markers, the salary amount shown is calculated by applying the 2% GWI and then applying the 2.8% additional increase.			

Teaching Assistants		July 1, 2021	
		Annual	Hourly
GTA1	Graduate student in a Ph.D program	13,597.84	35.41
GTA2	Student registered in a Master's degree	13,099.52	34.11
UTA	Student registered in a bachelors program	7,172.16	18.68
Marker		6,996.32	18.22
Percentage increases are applied to the " <i>Monthly Rate</i> ". Annual rate is obtained by Monthly Rt*8. For UTA's, the salary amount shown is calculated by applying the 2% GWI and then applying the 2.73% additional increase. For Markers, the salary amount shown is calculated by applying the 2% GWI and then applying the 3.15% additional increase.			

- (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 31st 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 1st through the following August 31st):

(1) Members of the bargaining unit shall have until April 30th 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 30th 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 15th and before August 1st, 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 15th 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 1st or January 1st. 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 7th. 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 1st to December 31st or January 1st to April 30th), for the entire Winter Session (September 1st to April 30th), or for one or more terms of the Summer Session.

(d) When an appointment as a Teaching Assistant starts before the September 1st 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 31st if possible, and in any event no later than September 30th. 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 15th and January 31st, 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 1st to April 30th), 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 30th 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 Dependants

Employees who have dependants 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 dependants.

A child, spouse, common-law spouse, same sex partner and parent is considered a dependant 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, 2022.

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 7th, 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 16 - Appointments

Article 19 - New Positions/Classifications

Article 20 - Reclassification

Article 21 - Posting of Positions

Article 22 - Selection of Employees - except that Article 22 will apply with respect to postings for any bargaining unit positions not covered by Letters of Understanding 2 and 3

Article 23 - Job Transfer

Article 26 - 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 Letters of Understanding 2 and 3

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 38 - Separation of Employment

Article 41 - Severance Pay

Article 42 - Vacations

Article 45 - Deferred Salary Leave Plan

Article 47 - Continuation of Benefit Coverage

Article 49 - Sick Leave Provisions
 Article 52 - Deceased Employee
 Article 53 - Exchange Leave
 Article 54 - Educational Leave and Employee Training
 Article 55 - Staff Development
 Article 56 - UBC Tuition Waiver - Course Registration
 Article 57 - Winter Holiday Leave Provisions
 Article 58 - Leave of Absence
 Article-60 - Political Activity
 Article 61 - Jury Duty
 Article 62 - Fire Fighting Pay
 Article 63 - Subsistence Allowances
 Article 65 - Private Vehicle Insurance

Neither will these positions be eligible for tuition waiver benefits.

LETTER OF UNDERSTANDING 3
Research Assistant/Technicians

This letter replaces Letter of Understanding 4 in the current collective agreement between UBC Okanagan and BCGEU (support staff). It is the understanding of the parties that positions identified as Research Assistants/Technicians will be part of the bargaining unit.

The parties agree that:

1. 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	July 1, 2019			
	Step	Hourly	Monthly	Annual
Laboratory Assistant	1	19.06	2,890	34,680
Research Assistant/Technician I	5	21.86	3,316	39,792
Research Assistant/Technician II	6	22.62	3,431	41,172
Research Assistant/Technician III	8	24.25	3,677	44,124
Research Assistant/Technician IV	10	25.97	3,939	47,268
Research Assistant/Technician V	13	28.81	4,369	52,428

Classification	July 1, 2020			
	Step	Hourly	Monthly	Annual
Laboratory Assistant	1	19.44	2,948	35,376
Research Assistant/Technician I	5	22.30	3,382	40,584
Research Assistant/Technician II	6	23.08	3,500	42,000
Research Assistant/Technician III	8	24.73	3,751	45,012
Research Assistant/Technician IV	10	26.49	4,018	48,216
Research Assistant/Technician V	13	29.38	4,456	53,472

Classification	July 1, 2021			
	Step	Hourly	Monthly	Annual
Laboratory Assistant	1	19.83	3,007	36,084
Research Assistant/Technician I	5	22.75	3,450	41,400
Research Assistant/Technician II	6	23.54	3,570	42,840
Research Assistant/Technician III	8	25.23	3,826	45,912
Research Assistant/Technician IV	10	27.02	4,098	49,176
Research Assistant/Technician V	13	29.97	4,545	54,540

2. These positions may be appointed as regular or auxiliary.
3. 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 21 - Posting of Positions
 - Article 22 - Selection of Employees - except that Article 22 will apply with respect to postings for any bargaining unit positions not covered by Letters of Understanding #2 and #3
 - Article 26 - 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 Letters of Understanding #2 and #3
 - Article 30 - Shift Differential
 - Article 32 - Hours of Work and Overtime
 - Article 36 - Layoff and Recall
4. 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.
5. Student appointments created to perform similar work will be required to meet the criteria set out in the Letter of Understanding #1.

LETTER OF UNDERSTANDING 4
Food Services Unit – Okanagan Campus

1. Preamble

The University signed a memorandum of understanding ("*MOU*") with BCGEU with an intent to proceed with operating food services at the Okanagan Campus in-house on July 6, 2018.

The University confirmed the intention to proceed with operating food services at the Okanagan Campus in-house on July 1, 2019 in accordance with the terms of the MOU in December 2018.

A new unit within the University's Student Housing and Hospitality Services ("*SHHS*") department was established for this purpose.

Approval was obtained from the UBC Board of Governors for the establishment of a Food Services - Okanagan ("*FSO*") unit.

The University recognizes that employees of FSO are captured by the existing BCGEU certification, subject to the restrictions contained within the certification and the exclusions within the *Labour Relations Code*.

Therefore, the parties agree to this letter of understanding ("*LOU*") on the following terms and conditions:

2. Terms and Conditions

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

3. Hours of Work and Scheduling

Except as follows, Article 32 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, Article 32.2 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 three 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.

The University continues to review scheduling platforms to arrive at a solution that provides optimal operational flexibility and user-friendliness for both employees and the University. The University commits to engaging with the Union ahead of implementation to ensure a scheduling regime that reflects the needs of the University, the Union and the employees.

4. Employees

Except as follows, Article 16 and Letter of Understanding 1 ("*LOU 1*") of the collective agreement between the University and Union shall apply.

- (a) Article 16.4 (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.

5. 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.

6. Job Classification and Wage Schedule

(a) The University shall develop job descriptions for positions within FSO consistent with Article 18 of the collective agreement.

(b) The University anticipates requiring the following bargaining unit positions within FSO with generalized job duties as detailed:

(1) *Front of House:*

Sales Attendant - serve customers, take payment and prepare food in food service restaurants, residences and retail outlets.

Senior Sales Attendant - perform the duties of a Sales Attendant and oversee the operation of a complex food services unit(s), supervising Sales Attendants, and handling related administrative duties.

(2) *Back of House:*

Kitchen Attendant - responsible for cleaning the kitchen, washing the dishes, clean the storerooms, waste management in the kitchens. Limited to no experience required, has no direct reports, responsible for training new Kitchen Attendants, will be assigned kitchen duties with medium to heavy lifting and physical exertion.

Third Cook - entry level cooking position, participates in the day-to-day production, works the line or station, and does prep work. Reports to First Cook and Sous Chef, has no direct reports, and not responsible for training. Limited to no cooking experience required.

Second Cook - participates in the day-to-day production, works the line or station, does prep work, assumes a leadership role at a specific station, provides training to Second Cooks and Third Cooks, reports to the First Cook and excluded Sous Chef, has no direct reports. Must have cooking experience.

First Cook - participates in and oversees the day-to-day production, works the line or a station when required, assumes the responsibility of leading the kitchen team in a designated area, reports to the Sous Chef or unit manager, supervises Second Cooks, Third Cooks and Kitchen Attendants. Provides training and direction to the kitchen team and acts as the leader of the kitchen in the absence of a Sous Chef. Red Seal certification or equivalent is a requirement of this position.

(3) It is recognized and agreed that the generalized job duties summarized above are for planning purposes and that the University may adjust these as required in accordance with Articles 18 and 20 of the collective agreement.

(4) The University commits to establishing benchmarks for FSO classifications and to providing such benchmarks to the Union by December 31, 2020.

(c) Based on the June 30, 2019 wage schedule applicable to the Union's bargaining unit, the following wages shall apply to employees of the FSO unit:

		01-July-2019 (+2%)		
Classification	Step	Annual Rate	Monthly Rate	Hourly Rate
Kitchen Attendant	1	29,040	2,420	15.96
	2	30,072	2,506	16.52
	3	31,140	2,595	17.11
3 rd Cook Sales Attendant	1	29,832	2,486	16.39
	2	30,876	2,573	16.97
	3	31,956	2,663	17.56
2 nd Cook	1	31,740	2,645	17.44
	2	32,868	2,739	18.06
	3	34,032	2,836	18.70
1 st Cook	1	34,068	2,839	18.72
	2	35,256	2,938	19.37
	3	36,492	3,041	20.05
Sr. Sales Attendant	1	40,068	3,339	22.02
	2	41,496	3,458	22.80
	3	42,960	3,580	23.61

		01-July-2020 (+2%)		
Classification	Step	Annual Rate	Monthly Rate	Hourly Rate
Kitchen Attendant	1	29,616	2,468	16.27
	2	30,672	2,556	16.85
	3	31,764	2,647	17.45
3 rd Cook Sales Attendant	1	30,432	2,536	16.72
	2	31,488	2,624	17.30
	3	32,592	2,716	17.91
2 nd Cook	1	32,376	2,698	17.79
	2	33,528	2,794	18.42
	3	34,716	2,893	19.08
1 st Cook	1	34,752	2,896	19.10
	2	35,964	2,997	19.76
	3	37,224	3,102	20.45
Sr. Sales Attendant	1	40,872	3,406	22.46
	2	42,324	3,527	23.26
	3	43,824	3,652	24.08

Classification	Step	01-July-2021 (+2%)		
		Annual Rate	Monthly Rate	Hourly Rate
Kitchen Attendant	1	30,204	2,517	16.60
	2	31,284	2,607	17.19
	3	32,400	2,700	17.80
3 rd Cook	1	31,044	2,587	17.06
Sales Attendant	2	32,112	2,676	17.64
	3	33,240	2,770	18.26
2 nd Cook	1	33,024	2,752	18.15
	2	34,200	2,850	18.79
	3	35,412	2,951	19.46
1 st Cook	1	35,448	2,954	19.48
	2	36,684	3,057	20.16
	3	37,968	3,164	20.86
Sr. Sales Attendant	1	41,688	3,474	22.91
	2	43,176	3,598	23.72
	3	44,700	3,725	24.56

Any general wage increases agreed to between the parties in a renewed collective agreement taking effect July 1, 2019 shall be applied to the above wage schedule.

For employees hired by FSO who have previous service at the University with Aramark, the University shall hire at the Step corresponding to their Aramark service.

7. 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 22, 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.

8. Joint Consultation

For the duration of this LOU, the parties shall establish a Joint Food Services Consultation committee, constituted by three representatives of the Food Services employees and three representatives of the University. Membership will include a representative each from the Union and Human Resources. The Committee shall meet monthly, or on a schedule determined by the Committee to review the operation of the letter of understanding. The Committee will identify and collaborate to resolve concerns that may arise in the execution of the LOU. Where a conflict cannot be resolved, the matter will be referred to the Joint Union Management Committee prior to being referred to the expedited process identified in this LOU.

9. Dispute Resolution

- (a) Any dispute respecting the application, implementation, or interpretation of this LOU shall be referred to Step 3 of the Grievance Procedure.
- (b) Should the dispute remain unresolved through the Grievance Procedure, it will be referred to the Expedited Arbitration provision contained within this LOU.
- (c) 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:
 - (1) dismissals;
 - (2) rejection on probation;
 - (3) suspension in excess of 10 working days;
 - (4) demotions;
 - (5) policy grievances;
 - (6) grievances requiring a substantial interpretation of a provision of the collective agreement;
 - (7) grievances related to hours of work;
 - (8) grievances requiring the presentation of documented extrinsic evidence;
 - (9) grievances respecting duty to accommodate; and
 - (10) grievances where a party intends to raise preliminary objections.
- (d) *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 70.

(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.

10. General Provisions

(a) In the event that the Union or the University believe that an essential term of this LOU requires renegotiation, either party can give 30 days' notice of its intent in this regard. This right may only be exercised between January 1, 2021 and June 30, 2021. This right is expressly limited to matters relating to Hours of Work and Scheduling provisions of this LOU except for as set out in the following paragraph.

In order to provide operational stability, the parties agree that there will be a freeze on reclassification requests from either party until June 30, 2021. The Union may raise issues relating to job evaluation as part of the terms of this clause, but no changes shall be effective prior to June 30, 2021.

(b) 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 5

Joint Job Evaluation - Classification/Reclassification Procedures

Housekeeping

Preamble

The reclassification process is set out in Article 20 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 18, 19 and 20 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 (JJE) 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 point 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 JJE looks at many things in evaluating a job including:

- All comparable job descriptions of the bargaining unit held on the share JJE 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 Article 22.7 "*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 69 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 6
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 7
Statutory Holiday Allocation in the Library

To accommodate the Library's unique circumstances, the parties agree to deviate from Article 32.2 (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 (Article 32.3) and assigned based on seniority;

(c) The Union's agreement is without prejudice or precedent to any future circumstances;

(d) This agreement will be subject to annual review and renewal.

LETTER OF AGREEMENT 1
Integrated Renewal Program

Whereas the University has established the Integrated Renewal Program ("*IRP*"), an enterprise resource planning initiative, to replace end of life Human Resources, Finance, and Student Information Management Systems; and

Whereas the first phase of IRP will go live on April 1, 2020 affecting the Human Resources Management System, Payroll, and the Financial Management System of the University;

The parties therefore agree to the following terms, conditions, and process respecting potential changes made necessary by IRP:

(1) The changes required by the implementation of IRP will require that the Union and University engage in good faith to facilitate the implementation of any changes.

(2) The University shall provide the Union 90 days' notice of any administrative change made necessary by IRP.

(3) The University shall provide the Union with 90 days' notice of any potential change made necessary by IRP that materially impacts a term and condition of the collective agreement and consult with the Union to appropriately revise the affected provision(s).

(4) The University shall provide the Union with 90 days' notice of any potential change made necessary by IRP that materially affects a term and condition of employment for employees. The University will meet at that time with the Union with respect to any such changes for the purpose of agreeing to the appropriate process to be used to implement the changes.

(5) The parties agree that this letter of agreement meets the notice requirements of Section 54 of the *Labour Relations Code* in effect as of May 31, 2019. The impact of any other requirements or changes to Section 54 of the *Labour Relations Code* will be implemented.

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