



COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF BRITISH COLUMBIA

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 2278

September 1, 2005 – August 31st, 2010
(Teaching Assistants Component)

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NOTE: Changes to the previous agreement are shown in bold type.

Errors and omissions excepted.

ARTICLE 1 - PURPOSE

1.01

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

1.02

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

ARTICLE 2 - UNION RECOGNITION

2.01

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

2.02 Exclusions

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

2.03 Work of the Bargaining Unit

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

2.04

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

ARTICLE 3 - UNION DUES AND INFORMATION

3.01

Every employee in the bargaining unit shall complete a written dues check-off request upon commencing employment within the bargaining unit. The Employer shall deduct and pay out of the salary due to the employee the appropriate initiation fees, union dues and assessments, as established by the Union.

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

3.02

By the eighth (8th) week of the first term of the Winter Session, the Employer shall arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties), as per Schedule C. During this meeting, time shall be provided for a representative of the Union to discuss the function of the Union. Departments which handle orientation on an individual basis will inform the Union and the Union may then arrange its own meeting and the Department will distribute to all employees in the Department written notices provided by the Union of any union-organized orientation meeting. **Departments that hire new members of the Bargaining Unit for January shall hold an induction/orientation meeting of all members of the Bargaining Unit between the first and eighth week of the second term of the Winter Session.**

3.03

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

3.04

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

3.05

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

3.06

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

3.07 Information

- (a) The Employer agrees to inform all applicants for employment in the bargaining unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. This information shall be included in all offers of appointment.
- (b) The Employer agrees to provide the Union with a monthly listing, alphabetically by department and by classification of the names, departments, ranks and addresses of Bargaining Unit members. The Employer also agrees to provide employees with a copy of the Collective Agreement prior to commencement of their employment. The cost of printing the Agreement shall be shared equally between the Employer and the Union. The number of copies printed will be determined through mutual agreement of the parties.
- (c) The Union shall provide the Employer with the name, department and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually by November 15 and such changes thereafter as they occur.
- (d) The Employer shall provide the Union with the names, departments and phone numbers of the academic and/or administrative departmental contact for all members of the Bargaining unit by October 31 each year.
- (e) The Employer shall continue to forward to the Union copies of the following reports, **either electronically or in paper format**, subject to mutually agreed upon changes from time to time:
 - (i) Confirmation of Changes;
 - (ii) Student Appointment Teaching Assistants Union Eligibility Roster Sorted By Name;
 - (iii) Student Appointments by Name;
 - (iv) Student Appointment Teaching Assistants Union Eligibility Roster Sorted by Name in Department;
 - (v) Student Appointments by Department; and
 - (vi) CUPE 2278 Earnings and Dues.

3.08

Dues Deduction Form shall be consistent with the sample form set out in Schedule B.

3.09

Forms notifying employees of the departmental orientation meeting shall be consistent with the sample form set out in Schedule C.

3.10 Health and Welfare Benefits

The Employer shall pay the Union the sum of 1.85% of the Component I payroll, in each year of the Collective Agreement. The Employer shall schedule this payment on April 01 of each year.

To determine the amount of money owing to the Union, the Employer shall calculate the payroll utilizing the 12 month period of April 01 to March 31 preceding April 1 of each year.

3.11 Direct Deposit

All employees shall receive their pay through direct deposit into their bank account.

ARTICLE 4 - UNION FACILITIES

4.01 Bulletin Boards

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

4.02 Campus Mail

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

4.03 Room Bookings

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

4.04 Computing Facilities

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

ARTICLE 5 - MANAGEMENT RIGHTS

5.01

Subject to the terms of this Agreement, all matters concerning the operations of the Employer shall be reserved to the Management.

5.02

All Management rights, functions and prerogatives which have not been restricted by a specific provision of this Agreement are retained and vested exclusively with the Employer, including the right to hire, transfer, and direct employees and to reprimand, suspend, discharge or discipline employees for just cause.

5.03

The question of whether any of these rights is limited by this Agreement shall be decided through the Grievance and Arbitration procedure.

ARTICLE 6 - NO DISCRIMINATION

6.01

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in his/her employment

relationship by reason of the following: age, race, colour, citizenship, national origin, religion, gender, sexual orientation, marital status, parental status, place of residence, medical/physical handicap, membership, office, non-membership or activity in any political, religious or labour organization.

The Employer and the Union further agree that there shall be no discrimination against any member of the Bargaining Unit because of a chronic medical condition which is asymptomatic.

6.02

The provisions of Article 6.01 shall not apply with respect to discrimination based on bona fide occupational requirements.

6.03

Article 6.01 shall not be interpreted to allow an employee to undertake any political, religious or labour activity during the performance of his/her duties as a Teaching Assistant, Tutor, Marker or Non-Credit Sessional Instructor.

6.04

The Employer shall not discriminate financially against any person because of his/her employment within this bargaining unit.

6.05

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

6.06

- (a) The Union and the Employer recognize the right of bargaining unit members to work in an environment free from personal harassment and the harassment outlined in Article 6.06 (b).

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

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

6.07

The Employer agrees to maintain a work environment free from harassment or intimidation that might reasonably be understood to be intended to prevent an employee from exercising her/his rights as provided for in this Agreement.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01

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

7.02

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

7.03

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

7.04

Representatives of the Union shall have the right to attend meetings between the Employer and the Union held within working hours without loss of pay. The number of representatives of the Union shall not exceed three (3) for Component 1 (Teaching Assistants, Tutors and Markers) and three (3) for Component 2 (Non-Credit Sessional Instructors).

ARTICLE 8 - REPRIMANDS

8.01

A formal reprimand is a written expression of dissatisfaction with some aspect of the employee's performance of duties. Remarks, suggestions, or comments designed to correct or improve the employee's performance of duties are not to be construed as a formal reprimand.

8.02

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

8.03

Any formal reprimand shall be forwarded within ten (10) working days of the above meeting to the employee, with copies to the employee's file as defined in Article 22.01 (a), the Union, and the Associate Vice-President, Human Resources. If this procedure is not followed, the formal reprimand may not be used in a disciplinary proceeding against the employee. An employee may respond in writing to the formal reprimand within ten (10) working days and such response will become part of the record.

8.04

A formal written reprimand issued in accordance with Article 8.03 will be removed from the employee's file after two (2) years provided no disciplinary action related to the reprimand has been taken. An employee may request in writing that a formal written reprimand be removed from the employee's file before the expiration of the two (2) year period. The Head of the Department or designate (Dean or designate in non-departmentalized Faculties) will consider the request and notify the employee of his/her decision in writing, with a copy to the Union.

ARTICLE 9 - DISCIPLINE

9.01

There shall be no decision to discipline an employee until the reasons giving rise to the proposal for discipline have been discussed with the employee by the Department Head or designate (Dean or designate in non-departmentalized Faculties). When such meetings are held, the employee shall be advised that a Union representative may be present. A Steward or other Union representative will be present if the employee so requests.

9.02

If disciplinary action is to be taken against an employee, he/she shall be advised in writing, with a copy to the Union, within three (3) days of the meeting in Article 9.01 above of the action being taken and the grounds upon which the action is based.

9.03

An employee who wishes to grieve disciplinary action taken against him/her shall initiate the grievance at Step II.

9.04

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

9.05

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

ARTICLE 10 - COMPLAINTS AND GRIEVANCES

10.01 Recognition of Union Stewards, Representatives and Grievance Committee

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

10.02 Permission to Leave Work

The Employer agrees that Stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is agreed that no Union official or Steward shall leave his/her work without obtaining permission from his/her Supervisor which shall not be unreasonably withheld. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at times which do not conflict with scheduled teaching assignments. When this is not possible, an employee, whether as a grievor, witness, or Union representative who is required to miss a teaching assignment shall suffer no loss of pay and benefits to which he/she would otherwise be entitled as a bargaining unit employee.

10.03 Definition of a Grievance

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

10.04 Union May Institute Grievance

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

10.05 Grievance Procedure

Any complaint shall first be taken up verbally with the parties. Failing settlement of the complaint, it shall be taken up as a grievance according to the following procedure:

Step I

- (a) The grievance shall be stated in writing and shall be submitted to the Department Head with a copy to the Supervisor. The written grievance shall provide:
 - (i) a description of the grievance and the incident(s) from which the grievance arose.
 - (ii) the suggested remedy.
- (b) The Department Head shall meet with the employee within five (5) working days; the employee may be accompanied by his/her Steward or another Union representative. The Department Head may be accompanied by another representative of the Employer.
- (c) After receipt of a written grievance, the Department Head shall have a maximum of five (5) working days in which to present a written reply to the grievor(s) with a copy to the Union. Failing settlement, the grievance shall proceed to the next step within a maximum of five (5) working days of the Department Head's reply.

For non-departmentalized Faculties, a grievance shall commence at Step II of the grievance procedure.

Step II

Step II shall commence upon written presentation of the grievance to the Dean of the Faculty, or designate. He/she shall meet with the grievor(s), and the Steward (or other Union representative) in an effort to resolve the grievance. The Dean or designate may be accompanied by another representative of the Employer. At this meeting, if resolution of the grievance does not seem imminent, the parties may agree to

proceed immediately to Step III. Otherwise, within five (5) working days after commencement of this step, the Dean or his/her designate shall deliver a written reply to the grievor, with a copy to the Union. Failing settlement, the grievance shall be processed to the next step within ten (10) working days following either receipt of the written response or expiry of the above time limit, whichever comes first.

Step III

Step III shall commence upon written presentation of the grievance to the Department of Human Resources. The University Labour Committee and the Union Grievance Committee shall then have ten (10) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum shall be made of the agreement reached and signed by the representatives of each party, and a copy shall be made for each party. If the grievance cannot be resolved, the union shall, not later than five (5) working days following the ten (10) working day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article II.

10.06 Time Limits

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent shall be given in writing.

10.07 Employees May be Present

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

10.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, such dispute or grievance shall be initiated at Step III.

10.09 Priorities

Any grievance involving suspension or dismissal shall be initiated at Step II. A grievance involving health and safety shall be initiated at Step III.

10.10 Facilities for Grievance

The Employer shall provide the premises for the grievance meeting.

10.11 Technical Objections to Grievance

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

ARTICLE 11 – ARBITRATION

11.01

An Arbitrator shall hear an unresolved grievance. The parties will agree on a single arbitrator. Failing agreement, Vince Ready shall be assigned as sole arbitrator.

11.02 Decision of the Arbitrator

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

11.03 Decision of the Arbitrator

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

11.04 Disagreement on Decision

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

11.05 Expenses of the Arbitrator

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

11.06 Amending of Time Limits

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

11.07 (renumbered)

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

ARTICLE 12 - JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES

12.01

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 Article 13.01 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 thirty (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: 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 in Article 13.01.

12.02

- (a) When assigning the duties in accordance with Articles 12.04 and 13.04 for a specific position within a job description, the hours applicable to each component of the duties will be allocated in writing. **All applicable component duties, such as lecture attendance, laboratory or tutorial responsibilities, marking and grading, invigilation, planning meetings, student consultation and training should be discussed. With respect to scheduling of vacations, if responsibilities are anticipated to extend into the period between December 24 and January 1, this must be discussed, and an alternate allocation for vacation hours than that specified in Article 16.02, must be made.**

The Dean, Department Head or Supervisor shall have the right at any time to review with an employee the hours allocated. If this review results in a proposed change in the hours allocated, the employee shall have the right to have his/her Union representative present at a further meeting or meetings.

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

12.03

Failing agreement in the review meetings mentioned in Articles 12.01 and 12.02 above, either Party may take the matter up at Step III of the Grievance Procedure.

12.04 Duties

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.

ARTICLE 13 - JOB POSTINGS, APPOINTMENTS, AND RESIGNATION

13.01 Job Descriptions and Appointments

- (a) Descriptions of all anticipated positions within the Bargaining Unit prepared in accordance with Article 12.01 shall be posted on Departmental (or Faculty in Non-departmental Faculties) bulletin boards by March 31 for anticipated positions in the following September to April period. Upon request by employees, a listing of all anticipated positions shall be sent to them if they normally work away from the Point Grey campus of UBC. 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 graduate teaching assistantships in graduate program brochures.
- (b) These postings shall also include: an estimate of the number of positions available in the course, current salary, application procedures, the location of application forms, deadline for application and the statement "UBC hires on the basis of merit and is committed to employment equity. We encourage all qualified applicants to apply".
- (c) The following process shall be followed for expected vacancies for the ensuing Teaching Year (defined as the period from September 1 through the following August 31):
- (i) Members of the bargaining unit shall have until April 30 to submit an application. The application form shall permit an applicant to express a preference among descriptions

posted. Members of the bargaining unit who submit an application after April 30 and before offers of appointment are made will be added to the pool of preferred candidates [described in (ii) immediately following] after all other preferred candidates in the pool have been considered for appointment.

- (ii) The Department shall develop a pool of preferred candidates for positions in the bargaining unit from the applications submitted in accordance with Article 13.01(c)(i) above. Preferred candidates entering the pool will be determined in accordance with Article 13.03. No applicant shall be granted preference for more than one (1) full teaching assistantship or its equivalent (384 hours) in any Teaching Year. The Department shall send a copy of this pool to the Union office as well as to each applicant who has requested that it be forwarded to him/her and who has provided a forwarding address.
 - (iii) In the event of a change or changes in the pool of preferred candidates after May 15 and before August 1, the Department shall amend the pool of preferred candidates for positions in the bargaining unit. The Department shall send, in the first week of August, a copy of the amendment to the Union office as well as to each preferred candidate whose name has been removed from the pool and who has provided a forwarding address.
 - (iv) 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, subject to the provisions of Article 13.03, form part of the amendment.
- (d) The provisions of Article 13.01 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. Descriptions of anticipated positions shall be posted by March 15 for the following Summer Session. Members of the Bargaining Unit shall have ten (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 ten (10) days if the position becomes available before September 1 or January 1. Such positions will be posted with as much notice as possible in the event they become available after these dates. The procedures outlined in Article 13.01 (c)(i) shall apply. This provision shall not be used to circumvent the normal posting procedure outlined in Article 13.01.

13.02 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) Offers of appointment for the Winter Session shall be made by August 7. Members of the bargaining unit to whom an appointment has been offered will accept or decline the offer at the earliest possible date, normally no later than ten (10) working days from the date of the offer.

- (c) Appointment as a Teaching Assistant shall be for one term of the Winter Session (i.e., for four months: September 1 to December 31 or January 1 to April 30), for the entire Winter Session (September 1 to April 30), or for one or more terms of the Summer Session. Appointments shall be classified as per Schedule A (b).
- (d) When an appointment as a Teaching Assistant starts before the September 1 start date in Article 13.02 (c) 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.

13.03 Criteria for Reappointment

- (a) The following factors will be considered in making reappointments:
 - (i) Being a full-time student registered in the Department or Faculty offering the appointment or a full-time student registered in the Faculty of Graduate Studies in an interdisciplinary program;
 - (ii) Qualifications relevant to the position available;
 - (iii) Satisfactory performance as a Teaching Assistant. If no written performance evaluation has been prepared in accordance with Article 22.02, reappointment pursuant to Article 13.03(a) shall not be denied.
- (b) Within the guidelines outlined in Article 13.03(a) preference for reappointment will be given as follows:
 - (i) a full-time graduate student who is registered in a masters degree program will normally be given preference for consecutive appointments as a graduate Teaching Assistant not to exceed two (2) Teaching Years, subject to maintaining full-time graduate student status.
 - (ii) 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 (4) Teaching Years, subject to maintaining full-time graduate student status.
 - (iii) a full-time graduate student who has successfully transferred from the masters degree program to the doctoral program will be subject to the appointment conditions outlined in Article 13.03(b)(ii) above.
 - (iv) The preference described in Article 13.03(b)(i) and (b)(ii) above shall not apply when an employee declines an offer of appointment, except as in Article 13.03 (b)(vi) or (b)(vii) below.
 - (v) An employee who declines an offer of reappointment as a Teaching Assistant in order to interrupt his/her program of graduate study for a period not to exceed one (1) year, **or who is formally recognized by the University as being on research leave or engaged in field work, for a period not to exceed one (1) year**, will not jeopardize his/her consideration for reappointment under Article 13.03(b) and will not lose a year of preference for appointment.
 - (vi) The preference described in Article 13.03(b)(i) and (b)(ii) above shall be suspended when an employee's level of financial support from a research assistantship, scholarship or fellowship for the ensuing Teaching Year is equal to or greater than his/her salary earned as a member of the bargaining unit in the immediately preceding Teaching Year. Such an

employee may be considered for reappointment as a Teaching Assistant in accordance with Article 13.03(a) but he/she shall not have preference for reappointment as outlined in Article 13.03(b). This provision is subject to the maintenance of full-time graduate student status at the University of British Columbia.

- (vii) The preference described in Article 13.03(b)(ii) 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.
- (viii) In the event a full-time graduate student who held an appointment in the immediately preceding Teaching Year transfers to another Department or Faculty whether as a result of completing a degree or not, he/she shall not have preference for reappointment in the Department or Faculty to which he/she transfers but shall be offered an appointment prior to any new full-time graduate students registered in that Department or Faculty.
- (c) Employees who have exhausted their preference for reappointment as outlined in Article 13.03 (b) 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 (2) years before new undergraduate hires.

13.04 Assignment

Members of the Bargaining Unit who have accepted an appointment as a Teaching Assistant for the ensuing Winter Session will be assigned to a specific course or other duties by August 31 if possible, and in any event no later than September 30. Whenever possible, the assignment shall include the timetable of the course and the name of the course supervisor. For appointments commencing in January, the comparable dates will be December 15 and January 31, respectively. For appointments in the Summer Session the comparable dates will be two (2) weeks prior to the commencement of the session and one (1) week after the commencement of the session, respectively.

13.05 Resignation

- (a) A member of the Bargaining Unit shall give **ten (10)** working days notice of resignation.

ARTICLE 14 – HOURS AND SCHEDULING AND RESCHEDULING OF WORK

14.01 Hours of Work

- (a) A full Teaching Assistantship involves an average of twelve (12) hours per week for the Winter Session (September 1 to April 30), for a total of 384 hours. The average applies to exclusive quadruples of adjacent months, commencing in September (September - October - November - December, January - February - March - April). The salary for a partial Teaching Assistantship shall be calculated on a pro rata basis.
- (b) A full Teaching Assistantship as defined in (a) above may be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The employee may bring a Steward or other Union representative to any such discussion.

A Steward or other Union representative will be present if the employee so requests. The Union shall be informed in writing of such agreements.

- (c) It is agreed that the employee and his/her immediate Supervisor have a mutual responsibility to ensure that the hours of work as defined in this Article are not exceeded.
- (d) When a member of the Bargaining Unit is offered a position, he/she shall indicate accurately the nature of the positions(s) he/she already holds for the same appointment period to ensure that appropriate hourly limits are not exceeded.
- (e) Authorized hours worked in excess of those agreed to under Article 14.01(a) 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 in Article 14.01 (a) above, the teaching assistant shall continue to be paid the current rate of pay of his/her original appointment.

14.02

The Employer shall not require any employee to teach without interruption for more than two (2) consecutive hours. Employees shall be entitled to a twenty (20) minute break every two (2) hours with the exception of laboratory classes in which breaks shall be scheduled at a mutually agreed time.

14.03

On any given day, the Employer shall not require an employee's scheduled teaching duties to span a period of more than eight (8) hours without his/her agreement.

14.04

The Employer shall not require any employee to perform teaching or related duties amounting to more than seven (7) hours per day without his/her agreement.

14.05

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

14.06

The Employer shall not require any employee to perform marking or invigilation duties in the 24 hours before his/her own examination, including his/her comprehensive examination or thesis or dissertation defence, without the employee's agreement.

14.07

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.

14.08

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.

ARTICLE 15 - TECHNOLOGICAL CHANGE

15.01 Definition

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

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

15.02

If the technological change referred to in 15.01 is likely to affect the terms and conditions of employment of a significant number of employees to whom the Collective Agreement then in force applies, the Employer shall give sixty (60) days written notice to the Union of its intention to introduce such change. The Employer further agrees to discuss it with the Union representatives on the Labour/Management Committee with a view to minimizing the effect on employees in the bargaining unit.

15.03

The provision of 15.02 shall not apply if the change is beyond the control of the Employer. It is agreed that changes occasioned by reduction in government funding or by significant reductions in enrollment shall be construed as being beyond the control of the Employer.

15.04

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

ARTICLE 16 - HOLIDAYS AND VACATIONS

16.01 Holidays

No employee shall be required to work on any of 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 |
| B.C. Day | |

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

16.02 Vacations

It is agreed that the salary set out in Schedule A includes 4% vacation pay. Vacations shall be taken as time off with pay as scheduled by the Supervisor during the term of the appointment. In allocating the employee's hours of work under Article 14, sixteen (16) hours [based on a full Teaching Assistantship as defined in Article 14.01(a)] will be scheduled as vacation, which will normally be scheduled between December 24 and January 1. Vacation for an employee working less than a full Teaching Assistantship will be scheduled during the term of the appointment on a pro rata basis.

ARTICLE 17 - LEAVE

17.01

The following kinds of leave are available to the employee under the conditions specified.

17.02 Short Term Leave

- (a) An employee may arrange, subject to Supervisor's approval, to exchange duties with another employee or arrange substitution for short periods without prejudice to future reassignment or reappointment.
- (b) If any employee cannot arrange to exchange duties with another employee or arrange substitution as per Article 17.02 (a), the employee can make written application for leave of absence without pay to their supervisor. Leave shall not be unreasonably denied or prejudice future assignment or reappointment.

17.03 Compassionate Leave

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

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

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

In special circumstances, an employee may be granted further leave without loss of pay.

If special circumstances do not exist, additional time off may be granted as leave without pay or vacation time if available.

17.04 Paid Jury or Court Witness Duty Leave

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

17.05 Maternity/Parental Leave

- (a) In case of pregnancy or adoption, the employee shall be granted leave of absence without pay in accordance with the Maternity and/or Parental Leave provisions of the Employment Standards Act of British Columbia or to the end of her/his appointment, whichever occurs first. Upon return to work the employee may be placed in her/his original assignment or reassigned within the terms of her/his appointment.
- (b) **A fund will be created to assist employees experiencing financial hardship associated with the birth or imminent birth of a child. The Employer shall pay the Union the sum of \$25,000 in each year, commencing April 1, 2007. The monies shall be paid by April 30 of each year, for use in the upcoming academic year.**

The Union will apply these monies to offset the financial hardship of the employees of Component I incurred due to the birth or imminent birth of a child. Employees who are eligible to receive maternity/parental benefits under Employment Insurance will not be eligible for support from this fund.

- (c) Except as noted below, the provisions of the Letter of Agreement re: Maternity/Parental Leave apply provided the employee is eligible for Employment Insurance benefits solely on the basis of her/his employment with the University. The Plan B benefit described in the Letter of Agreement shall only apply for the period of leave described above. Paragraph (7) is subject to the provisions of Article 13.

17.06 Sick Leave

An employee who is prevented by sickness or injury not covered by Workers' Compensation from performing his/her normal assigned duties is entitled to sick leave under the following terms:

- (a) Sick leave may not be extended beyond the period of the existing appointment.
- (b) Employees appointed to a full teaching assistantship of 384 hours (Article 14.01) 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 twenty-four (24) hours. Employees may use their sick leave credits before but shall not receive payment for such leave until after they have worked four (4) full weeks.

Employees appointed to a partial assistantship shall be granted sick leave credits on a pro rata basis.

- (c) Provided it is established that absence is due to sickness or injury as described above, an employee will receive pay for such time lost to the extent of the credits earned. An employee may be required to furnish a medical certificate in support of such a claim for payment.
- (d) To qualify for paid sick leave an employee must, unless unable due to extreme circumstances, notify his/her Supervisor as early as possible, particularly where student contact is involved.
- (e) Sickness or Injury of Dependents

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

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent for purposes of this Article 17.06(e) 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.

17.07 Long Term Leave

Any employee who declines a reappointment as a Teaching Assistant in order to interrupt his/her program of graduate study for a period not to exceed one (1) year will not jeopardize his/her consideration for reappointment under Article 13.03.

17.08 Leave of Absence for Union Business

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

ARTICLE 18 - PICKET LINES

18.01

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

18.02

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

ARTICLE 19 - HEALTH AND SAFETY

19.01 Cooperation on Safety

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

19.02 Safety Committee

It is agreed that employees shall have a representative on any departmental or area safety committee where members of the bargaining unit are employed. In addition, a representative from the bargaining unit will be invited to join the President's Safety, Security and Fire Prevention Committee, the Biohazards Committee, and the Pollution Control Committee.

19.03 Proper Training

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

19.04

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

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

19.05

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

19.06

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

19.07 Transportation of Accident Victims

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

19.08

All employees have a right to refuse unsafe work or to refuse to work in an unsafe workplace. Should an employee decide that his/her work or workplace is unsafe, he/she may stop that work or leave that workplace. The employee must make every reasonable effort to report the unsafe nature of the work or workplace to the appropriate authority but in any case should endeavour to inform his/her immediate supervisor or designated department authority of the reasons for his/her determination that the work or workplace is unsafe. Management will immediately investigate any such determinations. Management reserves the right to reassign any such employee to a different work location. **No employee shall be subject to disciplinary action provided she/he has acted in compliance with this clause, Industrial Health and Safety Regulations, or an order made by an officer of the WCB.**

ARTICLE 20 - GENERAL CONDITIONS

20.01

The Employer shall ensure, consistent with the facilities available to departments, that employees shall be provided with an appropriate place for holding consultations with their students. The Employer shall provide the required equipment, supplies, academic text(s) and facilities (including computer access) necessary in the judgement of the Employer for the performance of the employee's duties which have been assigned under the provisions of Article 13.05. Such facilities shall include access to an existing Employer telephone.

20.02

The Employer shall ensure that an employee shall have access to a mail box located within the department of his/her employment.

20.03

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

ARTICLE 21 - CORRESPONDENCE

21.01

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

21.02

Article 21.01 shall not preclude communication between officials of the Employer and officials of the Union. However, neither the Employer nor the Union shall be bound to positions not set out in correspondence according to Article 21.01.

ARTICLE 22 - EMPLOYEE RECORDS

22.01 Employee Files

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

22.02 Performance Evaluation

- (a) If a performance evaluation is prepared, whether at the request of the Employer or the employee, it shall be dated and a copy provided to the employee within five (5) working days. A copy will be placed on the employee's file.
- (b) If no written performance evaluation has been prepared, reappointment pursuant to Article 13.03 (a) (iii) shall not be denied.

ARTICLE 23 - INDEMNITY

23.01

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

23.02

The Employer shall ensure that where an action is brought against an employee as a result of the employee carrying out a function of his/her employment, whether or not he/she continues in that employment, the Employer shall conduct the action and may settle or defend the claim, and will indemnify the employee for and save the employee harmless from all costs, legal fees and other expenses arising from any such action, provided that the employee complies with all reasonable requests of the Employer in defending any such action and assigns to the Employer all costs recovered or recoverable in any such action.

ARTICLE 24 - PAYMENT OF SALARY AND ALLOWANCES

24.01

The salary for a full Teaching Assistantship identified in Schedule A shall be paid in arrears in sixteen (16) semi-monthly installments, commencing in September. For appointments of less than a full Winter Session, the same principle of semi-monthly payments shall apply on a pro rata basis.

24.02

The Employer shall not make deductions from the salary unless authorized by statute, court order, arbitration order, by this Agreement or by agreement between Employer and employee.

24.03

When an employee is required by the Supervisor to use his/her privately owned vehicle in the discharge of his/her duties as a Teaching Assistant, Tutor, or Marker, he/she shall be paid the University mileage allowance **in accordance with University Policy #83**. This specifically excludes travel between the employee's place of residence and the University campus.

ARTICLE 25 - TRAINING AND EMPLOYEE INPUT

25.01

Each department shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked.

25.02

Every employee may indicate in writing to his/her immediate supervisor **at any time** his/her concerns about aspects of courses pertaining to his/her appointment, without prejudice.

ARTICLE 26 - TERM OF AGREEMENT

26.01

This Agreement shall continue in full force and effect from **September 1, 2005** until **August 31, 2010**. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement (**August 31, 2010**) notify the other party, in writing, of its desire to negotiate a new or revised Collective Agreement.

26.02

Failing agreement by **August 31, 2010**, this Agreement will continue in force until:

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

ARTICLE 27 - INTERPRETATION AND DEFINITIONS

27.01 Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so requires.

27.02 Supervisor

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

27.03 Working Days

For the purposes of Articles 8, 10, 11, 13, 14, 17 and 22, working days shall mean Monday to Friday inclusive, excluding those days described in Article 16 (Holidays).

27.04 Reappointment

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

27.05 Department

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

27.06 Pool of Preferred Candidates (Pool)

Each department shall develop a Pool of preferred candidates for positions in the bargaining unit from applications submitted in accordance with Article 13.01(c)(i). This shall be known as the Pool. Preferred candidates are those who have taught previously, submitted applications and meet the criteria for reappointment (including not having exceeded time limits for preference for reappointment).

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

27.07 Teaching Assistant

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

SCHEDULE A - WAGES AND CLASSIFICATIONS

Yearly salaries for the four classifications of employees are listed below:

EFFECTIVE DATES

Classification	2005 Sep 01	2006 Sep 01	2007 Sep 01	2008 Sep 01	2009 Sep 01
G.T.A. I	\$10,478	\$10,688	\$10,902	\$11,120	\$11,342
G.T.A. II	\$10,082	\$10,284	\$10,490	\$10,700	\$10,914
U.T.A.	\$5,028	\$5,129	\$5,232	\$5,337	\$5,444
Marker	\$4,826	\$4,923	\$5,021	\$5,121	\$5,223

(a) A full Teaching Assistantship in the Winter Session involves 384 hours of work including time off for vacations. The salary for employees appointed for a session who work less than 384 hours, and for employees appointed for one term of the Winter Session or for a Summer Session is calculated on a pro rata basis (refer to Articles 12.04 and 14.01).

(b) Classifications

(i) Graduate Teaching Assistant I (G.T.A. I)

A G.T.A. I is a graduate student who holds a masters degree **or** is a graduate student who is registered in a doctoral degree program at the University of British Columbia or who is a student who holds a masters or doctoral degree in the posted discipline.

(ii) Graduate Teaching Assistant II (G.T.A. II)

A G.T.A. II is a graduate student who holds a bachelors degree **or** is a graduate student who is registered in a masters degree program at the University of British Columbia or who is a student who holds a bachelors degree in the posted discipline. An employee who is registered in a diploma or licentiate program shall be appointed as a G.T.A. II.

(iii) Undergraduate Teaching Assistant (U.T.A.)

A U.T.A. is an undergraduate student who is registered in a bachelors degree program at the University of British Columbia.

(iv) Marker

A Marker is an employee appointed to a position which involves only objective ("key-type") marking duties.

SCHEDULE B – DUES DEDUCTION FORM

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

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

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

Department/Faculty

Name of Employee

Date

Home Telephone Number (optional)

E-Mail Address

Signature of employee

SCHEDULE C – NOTICE OF MEETING

It is understood and accepted that each Department shall give to each of its employees and to the Union written notice of the orientation meeting. Such notice shall be consistent with the sample form set out below. The Union and employees shall be given such notice at least **two** weeks in advance of the date of the orientation meeting.

NOTICE OF MEETING

In accordance with Article 3.02 of the Collective Agreement between the University of British Columbia and the Teaching Assistants' Union, the Employer shall arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties). All members of the bargaining unit are expected to attend. During this meeting, time shall be provided for a representative of the Union to discuss the function of the Union, expectations, responsibilities and duties of teaching assistants and markers as well as their rights as members of the Union.

Date of Meeting: _____

Time of Meeting: _____

Location of Meeting: _____

IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this **31st** day of **March, 2006**.

ON BEHALF OF THE
UNIVERSITY OF
BRITISH COLUMBIA

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 2278

"MARTHA PIPER"
President

"KYLA DENNEDY"
President

"TERRY SUMNER"
Vice-President
Administration and Finance

"PETER LANE"
Business Manager

"LISA CASTLE"
Associate Vice-President
Human Resources

"CHRIS HATTY"
Employee Relations Manager

LETTER OF UNDERSTANDING

#1 – Re: Department of Microbiology and Immunology

It is understood that degree program requirements in the Department of Microbiology and Immunology include service as a Teaching Assistant. It is agreed that this service requirement must be considered when the Department is offering appointments under Article 13 of the Collective Agreement.

For the University:

For the Union:

"Chris Hatty"

"Peter Lane"

Date: October 31, 2005

LETTER OF UNDERSTANDING

#2 – Re: Electrical Engineering

It is agreed that, in the Department of Electrical Engineering, there can be a combined Winter Session/Summer Session teaching assistant appointment and job posting. Such an appointment and posting will otherwise conform to the conditions set out in Article 13 of the Collective Agreement.

For the University:

For the Union:

"Chris Hatty"

"Peter Lane"

Date: October 31, 2005

LETTER OF UNDERSTANDING

#3 - Re: Exchange Students in the Department of French, Hispanic & Italian Studies

It is agreed that when a graduate student exchange takes place in the Department of French, Hispanic and Italian Studies that the exchange student shall be granted a teaching assistant appointment equivalent to that currently held by the U.B.C. student. All the conditions of Article 13 will apply including preference for reappointment. In any case, no member of the bargaining unit will be denied an appointment as a result of the exchange. The U.B.C. exchange student will be guaranteed an appointment equal to or greater than his/her appointment in the bargaining unit.

For the University:

For the Union:

"Chris Hatty"

"Peter Lane"

Date: January 13, 2006

LETTER OF UNDERSTANDING

#4 - Re: Rights Commissioner

On a trial basis, for the term of the collective agreement, the parties agree to the following letter of agreement:

1. The parties shall determine, by mutual agreement, those grievances suitable for the Rights Commissioner.
2. Those grievances agreed to be suitable for the Rights Commissioner shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. The parties will each prepare and submit to the Rights Commissioner a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
5. The parties may make oral submissions, but each party's submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.
6. Prior to rendering a decision, the Rights Commissioner may:
 - (a) require the production of documents he/she deems relevant to the grievance;
 - (b) examine any witnesses he/she deems relevant to the grievance;
 - (c) exercise all of the other powers and authority as an arbitrator established under the provisions of Article 11, except for Article 11.01, 11.02, 11.03 and 11.07; and/or
 - (d) assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 105 of the Labour Relations Code. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The Rights Commissioner shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that he/she considers reasonable, just and equitable in the circumstances.
8. The decision of the Rights Commissioner may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.
9. All decisions of the Rights Commissioner are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
10. The parties shall equally share the costs of the fees and expenses of the Rights Commissioner.
11. The Rights Commissioner shall be Don Munroe or if unavailable, Vince Ready.

For the University:

For the Union:

"Chris Hatty"

"Peter Lane"

Date: January 19, 2006

LETTER OF UNDERSTANDING

#5 - Re: Foundations Program (Arts, Dean's Office)

The Parties agree that the Foundations Program will be considered a Department for purposes of the Collective Agreement and without limiting the generality of the foregoing, for the purposes of Article 13.

For the University:

For the Union:

"Chris Hatty"

"Peter Lane"

Date: October 31, 2005

LETTER OF UNDERSTANDING

#7- Re: Article 17.05 Maternity Leave/Parental Leave

At the option of the employee, during the term of this collective agreement, the following procedure shall apply.

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

- (1) Plan A is the benefit as described in Article 17.05.
- (2) Plan B is a Supplemental Employment Benefit (SEB) as described herein. The object of Plan B is to supplement employment insurance (EI) benefits during a period of unemployment due to pregnancy or adoption.
- (3) The benefit level paid under Plan B is 95% of the employee's regular weekly earnings; the Employer will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI benefits received by the employee.

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

- (4) During the maternity or parental leave for adoption, the SEB benefit will be paid for the lesser of a maximum of seventeen (17) weeks for pregnancy [fifteen (15) weeks plus the two (2) week EI waiting period] and twelve (12) weeks for adoption [ten (10) plus the two (2) week EI waiting period], and the end of her/his appointment.
- (5) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under Plan B. The Employer will verify the receipt of EI benefits by requiring the employees to submit EI cheque stubs.
- (6) Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified in Plan B.
- (7) Notwithstanding the provisions of Articles 1.01 and 2.04, the employee shall make a written agreement with the Employer on a form (a copy of which is attached and forms part of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - (A) Subject to the provisions of Article 13, the employee shall make a commitment to return to work at the end of the maternity or parental leave for adoption and, where applicable, any additional leave of absence without pay.
 - (B) The employee shall agree to repay to the Employer the gross benefit paid to the employee during the first two (2) weeks of the maternity or parental leave for adoption and the gross benefit difference which was paid to the employee for balance of the maternity or parental leave for adoption, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.
- (8) If the employee refuses to make an agreement under (7) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Plan A shall apply.

For the University:

"Chris Hatty"

Date: February 23, 2006

For the Union:

"Peter Lane"

MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH THE LETTER OF AGREEMENT – ARTICLE 17.05
MATERNITY/PARENTAL LEAVE:

I, _____, after consulting
(Employee)(please print)
with a Union representative or shop steward and having full understanding of my obligations, make the following agreement with the University of British Columbia.

I agree that subject to the provisions of Article 13 of the Collective Agreement, 95% of my maternity/parental leave for adoption salary differential be paid to me during my leave of absence, and I agree to return to work and remain at work for a minimum of six (6) months. Should I fail to return to work, or having returned to work should I fail to complete six (6) months' of service, or if I resign, or if I am dismissed for just cause within six (6) months of my return to work, I agree to repay the University the gross salary received during the first two (2) weeks of maternity/parental leave for adoption and the gross salary difference paid to me during the following weeks of maternity/parental leave for adoption. I understand that if I do not make the required repayment, I may be subject to legal action initiated by the University to regain such payments.

Employee (signature)

Date

University of British Columbia

Union Representative

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

LETTER OF AGREEMENT

#8 - Re: Fiscal Dividend

Having agreed the term of the Collective Agreement to be from September 1, 2005 to August 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

- 1.1** If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2** The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3** The Fiscal Dividend Bonus will be paid to Teaching Assistants who have worked a full Teaching Assistantship between September 1, 2009 and March 31, 2010. Payment for a partial Teaching Assistantship, (less than 384 hours), shall be calculated on a pro-rated basis, based on the number of regular hours worked between the same period. Teaching Assistants who have been on an absence without pay in excess of 30 days will have the payment pro-rated based on percentage of hours worked.

For the University:

For the Union:

"Chris Hatty"

"Peter Lane"

Date: March 27, 2006

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