



THE AGREEMENT ON CONDITIONS AND TERMS OF EMPLOYMENT

AND

THE FRAMEWORK AGREEMENT

BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA

AND

**THE ASSOCIATION OF ADMINISTRATIVE AND PROFESSIONAL
STAFF**

July 1, 2012 to June 30, 2014

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AND

**THE ASSOCIATION OF ADMINISTRATIVE
AND PROFESSIONAL STAFF (AAPS)**

July 1, 2012 to June 30, 2014

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AGREEMENT ON CONDITIONS AND TERMS OF EMPLOYMENT BETWEEN AAPS AND UBC

Article 1 Preliminary

1.1 Purpose of the Agreement

The purpose of this Agreement is to set forth certain terms and conditions of employment for Management and Professional Staff employed by the University.

1.2 Scope of Agreement

1.2.1 Application

This Agreement applies to all employees within the scope of the bargaining unit as set out in Article 4.0 of the Framework Agreement.

1.2.2 Minimum Standards

The parties agree that employees are entitled, at a minimum, to the standard set out in this Agreement. Individual agreements providing different terms and conditions than in this Agreement shall be provided to AAPS prior to being finalized.

1.3 Term of Agreement

The term of this Agreement shall be from July 1, **2012** to June 30, **2014**. This Agreement shall continue until a new agreement is in place.

1.4 Parties

The parties to this Agreement are the Association of Administrative and Professional Staff and The University of British Columbia.

1.5 Definitions

For the purposes of this Agreement:

“AAPS” means the Association of Administrative and Professional Staff of the University of British Columbia.

“University” means The University of British Columbia.

“Employees” means Management and Professional (M&P) staff employed directly by the University of British Columbia and treated as such by Revenue Canada, except for those M&P staff excluded based on organizational and conflict of interest considerations, in accordance with the Framework Agreement.

“Framework Agreement” means the Framework Agreement and the Letter of Agreement ratified by the parties on May 18, 1995, and any subsequent renewals of the Framework Agreement.

“Work Unit” is one of the following:

- Service Department
- Centre, Institute or School
- Office of a Dean
- Academic Department or Division
- Office of the President
- Office of a Vice-President
- Office of an Associate Vice-President
- **Office of the Deputy Vice Chancellor and Principal**
- **Office of the Provost and Vice Principal**

1.6 Precedence of This Agreement

The parties believe that the University policies and this Agreement are essentially compatible. However, should conflicts arise between University policies and the express provisions of the Agreement, the latter shall prevail.

Article 2 University Rights

All rights not specifically addressed in this Agreement or the Framework Agreement are reserved for the University. The University agrees to act fairly, reasonably and without discrimination when exercising these rights.

Common law employment principles apply to the employment relationship between the University and employees unless specifically modified by the terms of this Agreement.

It is understood that the determination of which matters are covered by a specific term of this Agreement and which are solely within the rights and discretion of the University is subject to the grievance procedure. Exercise of the University’s rights and discretionary decision making power is not subject to the grievance procedure, except with regard to whether such rights and discretion were exercised fairly, reasonably and without discrimination.

Article 3 Categories of Employees

3.1 Types of Employees

The diversity of positions available to employees lends itself to a variety of employment arrangements. Employees can be classified as regular or term, can be employed either on a full-time or part-time basis, and can be paid on a monthly or hourly basis.

3.1.1 Regular Employees

A regular employee is an employee hired with no stated term of employment.

3.1.2 Term Employees

A term employee is an employee hired with a stated period of employment, usually twelve months or less. At the end of the period, a term employee may be hired for another period of employment.

3.1.3 Term Employees with Three Years of Service

A term employee who has accumulated three years of service within a five year period with the University shall receive the same benefits and entitlements as a regular employee.

Article 4 Grievance and Arbitration Procedures

The parties shall resolve grievances in accordance with the negotiated procedures in Section 7.7 of the Framework Agreement.

Article 5 Hiring, Transfer and Promotion

5.1 Probationary Period

5.1.1 New Regular Employees

A new regular employee shall serve a probationary period of twelve (12) months. This period may be extended for up to six (6) additional months by mutual agreement between the supervisor and employee. The employee may consult with AAPS prior to agreeing to the extension but must do so within five (5) working days of being notified.

5.1.2 Term Employees

A new term employee must serve a probationary period of twelve (12) months in one position.

A current term employee who has successfully completed her/his initial probationary period who accepts a different position shall serve another probationary period which is normally twelve (12) months; this requirement may be reduced or waived at the sole discretion of the administrative head of unit.

5.1.3 Transferred or Promoted Employees

An employee who is transferred or promoted who has successfully completed her/his appropriate probationary period under Article 5.1.1 shall serve a probationary period which is normally twelve (12) months; this requirement may be reduced or waived at the sole discretion of the administrative head of unit.

5.1.4 Entitlement

A probationary employee is entitled to all the rights and benefits of this Agreement, except where specifically noted otherwise.

5.2 Service Recognition

5.2.1 Calculation of Service

The length of service of a regular employee is calculated from her/his first day of continuous employment. The length of service of a term employee under Article 3.1.3 is calculated based on accumulated service from the beginning of the qualifying period under Article 3.1.3. When a term employee is appointed to a regular position, the employee's total service shall include previous service recognized under Article 3.1.3.

5.2.2 Service Benefits

Length of service is recognized through increasing benefit entitlements for certain benefit programs, discretionary reduction of probationary period for transferred or promoted employees, and in the review and scrutiny given to applications for promotion or transfer.

5.3 Job Postings

All vacancies within the bargaining unit for regular positions and term positions with terms exceeding twelve (12) months shall be posted for a minimum of one (1) week.

Hiring is based solely on merit and is within the University's sole discretion; however, familiarity with the University and its operation may be considered as a factor in assessing merit. All employees have the right to apply for any positions for which they feel they are qualified, and all internal applications shall be considered.

The University shall include the following information in postings: nature of the position, skills, qualifications, required knowledge and education, wage or salary rate or range, exceptional terms and conditions, and term of position. Such qualifications and requirements shall be those which are necessary to perform the job functions.

All job postings shall carry the University's Employment Equity Statement.

5.4 Job Changes

5.4.1 Promotion

Definition

A promotion is a job change for an employee to a position with a higher salary grade, other than by reclassification. A promotion may be permanent or temporary.

5.4.1.2 Temporary Promotion

A temporary promotion may occur when an employee fills a vacant position in a higher paygrade on a temporary basis or is assigned a significant portion of additional duties from a higher paygrade on a temporary basis. An employee who is temporarily promoted shall be advised of the commencement date of such promotion and of the date upon which it will end. An employee will be advised of such dates on any renewal.

If the temporary promotion is expected to last or does last longer than two (2) weeks, the employee shall receive additional salary or a special allowance for the period.

If the temporary promotion is expected to last or does last longer than two (2) months, the employee shall receive a minimum of a 5% salary increase, based on the employee's original salary.

If the temporary promotion is expected to last or does last longer than six (6) months, the employee shall receive a minimum of a 10% salary increase, based on the employee's original salary.

5.4.2 Transfer

A transfer is a permanent job change for an employee to a different position at a similar or lower salary grade at the request of the employee.

5.4.3 Secondment

A secondment is a temporary job change outside of the originating work unit arranged by mutual agreement for an employee. An employee who is seconded shall be advised of the commencement date of such secondment and of the date upon which it will end. An employee will be advised of such dates on any renewal. Subject to the discontinuation of the original position under Article 9, the employee shall be returned at the end of the secondment period to her/his original position.

5.4.4 Reassignment

A reassignment is a job change within the work unit for an employee at the request of the University. A reassignment may occur for reasons such as special project work, professional development, better use of available personnel, or more effective management of a work unit. If the reassigned duties are from a similar or lower paygrade, the employee will continue to receive salary based on her/his original position. Subject to the discontinuation of the position under Article 9, if the reassignment is temporary, the employee shall be returned at the end of the reassignment period to her/his original position.

5.4.5 Reclassification

A reclassification is the recognition through evaluation that a position should be in a different family, level and/or salary grade due to a change of job duties which significantly affects the job accountability and responsibility. A classification review may be requested by either the supervisor or the incumbent.

The Department of Human Resources will normally complete the classification review within six (6) months of its receipt of the completed application. Where an employee is not satisfied with the result of the classification review, she/he may appeal to the Director, Total Compensation within fourteen (14) days of being advised in writing of the result. The appeal shall be in writing and provide the reasons for the appeal. The Director, Total Compensation shall render a decision in writing within three (3) months of receiving the appeal document.

5.4.6 Demotion

A demotion is an involuntary job change for an employee to a different position at a lower salary grade.

5.4.7 Notification to AAPS

The University shall notify AAPS each month of the promotions, demotions, hirings, leaves, transfers, resignations, red-circling, retirements, long-term disability, deaths or any terminations of employment of employees.

Article 6 Evaluation

In order to facilitate, create and sustain a flexible, self-managing and self-sustaining organization that produces high performance and a high quality of work life, performance feedback is essential.

The parties to this Agreement recognize that all employees have a right to fair and equitable treatment, including feedback on their work performance and effectiveness. In order to facilitate this and render it truly effective at the working unit level, each working unit will develop performance feedback mechanisms.

It is clearly understood that common sense and good judgment are the best guides to the development of an appropriate and effective feedback system. Each working unit will strive to create an environment which fosters and maintains a high level of:

- integrative and mutual goal setting
- self discipline
- mutual trust amongst its members.

The ultimate responsibility for meeting goals and acceptable performance standards rests with the unit members and their administrative head of unit.

6.1 Practice and Procedure

- 1) The University shall evaluate the performance of staff members once per year after the staff member has successfully completed her/his probationary period. The University shall ensure that at least two performance evaluations are conducted during the staff member's probationary period, prior to the final month of probation.
- 2) Following a performance evaluation, a record will be made of the meeting and discussion outcomes by the supervisor, which the supervisor and the employee shall sign as a record of the meeting. The employee's signature does not indicate her or his agreement with statements made in the record. This record will be placed in the employee file located in the employee's work unit. This record will be available for review by the employee.
- 3) If the employee does not agree with the evaluation, the employee may follow Article 6.3 Steps to Problem Resolution.

6.2 Performance Problem Resolution

The performance problem resolution process is in place to ensure that employees have a platform to discuss performance problems with a view to satisfactory resolution at the unit level.

This process can be developed and sustained by mutual commitments to the following principles:

- Solutions cannot be found if problems are not discussed

- Honesty, trust and a willingness to openly discuss an effective performance dialogue are key components of problem resolution
- The parties share a belief in the capacity of the unit member and its leader to jointly develop the most effective solutions.

6.3 Steps To Problem Resolution

Every employee has the right to prompt and just resolution of issues arising out of a performance evaluation which contains detrimental comments regarding conduct or competence which the employee believes are unjustified. Such issues are not subject to the grievance procedure, but rather to the following internal problem resolution steps:

- Within a reasonable period of time following the performance evaluation, the employee should meet with her/his direct supervisor to seek a resolution.
- If the issue remains unresolved, the employee may refer the matter to the administrative head of unit.
- If the issue remains unresolved, the employee may refer the matter to the Dean responsible for the unit if the unit is in a Faculty.
- If the issue remains unresolved, the employee may refer the matter to the Vice President responsible for the unit or Faculty.
- If the issue remains unresolved, the employee may refer the matter to the President for a final and binding decision.

An employee may be accompanied by an AAPS representative at any of these steps.

It is clearly understood that during this process, the administrative head's original evaluation of the employee remains in place for all purposes. It is also clearly understood that the performance evaluation process is separate and distinct from any disciplinary process which may arise from the conduct or performance of the employee.

Article 7 Personnel Records

In accordance with the provisions of the Freedom of Information and Protection of Privacy Act of British Columbia, an employee has the right to access her/his employee file and/or to receive a copy of records contained in the file.

The employee has the right to insert written comment. Any disagreement regarding the accuracy of information contained in an employee file, with the exception of Performance Evaluations, may be subject to the grievance procedure.

A copy of any document which constitutes disciplinary action of an employee shall be entered in the employee's file in the Department of Human Resources.

Article 8 Discipline and Termination

8.1 Progressive Discipline

The University and AAPS subscribe to the principles of progressive discipline in cases of culpable behaviour, conduct or performance including, without limiting the generality of the foregoing:

- Discipline is intended to be corrective in nature, not punitive;
- Discipline is applied with consideration given to the circumstances of a situation including, without limiting the generality of the foregoing, the nature and severity of the misconduct, the position and level of responsibility of the employee, the employee's work history and any mitigating circumstances;
- Discipline is applied in an escalating manner, appropriate to the nature and severity of the misconduct; and
- Discipline is not progressive in the event of severe misconduct warranting termination for cause.

8.2 Proof of Just Cause

Disciplinary action will be taken only where just cause exists. The burden of proof of just cause rests with the University.

8.3 Right to Representation

An employee shall have the right to have a representative from AAPS present at any disciplinary meetings.

When the University requires a staff member to attend a meeting for a purpose which is known in advance by the University to be of a disciplinary nature, the University shall advise the staff member in advance of the right to have an AAPS representative present. The advance notice to the staff member shall be reasonable in order that she/he may seek representation from AAPS. The circumstances giving rise to the meeting shall determine what is reasonable notice.

The employee and AAPS are responsible for ensuring that a representative is available to attend the scheduled meeting. No undue delay of the disciplinary action shall result from the unavailability of such representation.

8.4 Disciplinary Procedures

Consistent with the principles articulated in Article 8.1, where disciplinary action is being considered in cases of culpable behaviour, conduct or performance, the University must notify the employee of the shortcoming of her/his behaviour, conduct or performance by means of a written warning. The warning must include the nature of the shortcoming, the corrective action required by the employee and the consequences of failing to comply, including termination of employment for cause. The employee's supervisor must give the employee a reasonable opportunity to correct her/his behaviour, conduct or performance.

In cases of suspension or termination, the employee shall be notified in writing of the nature of and reasons for the disciplinary action.

In cases of suspension or termination, a copy of the written notice shall be forwarded to AAPS within five (5) working days.

8.5 Procedural Requirements

Failure by the University to comply with procedural requirements shall not nullify any disciplinary action, unless such procedural defect is clearly prejudicial to the employee, when all circumstances are considered together.

8.6 Termination of Employment for Just Cause

The University may terminate the employment of any employee without notice for just cause.

8.6.1 Authorization

Where an employee is terminated for cause, the termination must be authorized by the appropriate Vice President **in Vancouver; or in the Okanagan, the Deputy Vice-Chancellor and Principal.**

8.6.2 Probationary Employees

The University may terminate probationary employees for just cause. They may also be terminated for lack of suitability in a position.

In determining that an employee is not suitable for continued employment in the position, the University shall act reasonably and in good faith.

8.7 Grievances

Grievances arising from the suspension or termination of an employee shall commence at Step 2 (Formal Complaint to a Vice President/Dean) of the grievance procedure (refer to Section 7.7.5 of the Framework Agreement). Grievances arising from any other form of discipline shall commence at Step 1 (Formal Complaint to Administrative Head of Unit) of the grievance procedure (refer to Section 7.7.4 of the Framework Agreement).

8.8 Remedy for Unjust Termination

8.8.1 Severance

If it is found as a result of the grievance procedure that an employee has been terminated without just cause, the employee shall receive severance in accordance with Article 9, but shall not be reinstated at the University.

In cases where the University is determined by an arbitrator to have terminated an employee without just cause, the arbitrator may also award punitive damages to the employee.

8.9 Removal of Documents

Upon the employee's written request, any disciplinary documentation shall be removed from the employee's personnel file after the expiration of 24 months from the date it was issued, provided that

- it was not issued for conduct of a criminal nature or character, breach of trust, gross insubordination, discrimination or a serious threat to the health and safety of the public, staff or the University,
- there has not been any further related infraction, and
- it is not material to any ongoing disciplinary action or grievance.

Article 9 Termination of Employment Without Cause

9.1 Regular Employees

An employee who has successfully completed her/his initial probationary period and is on probation as a result of promotion and/or transfer shall be considered a regular employee for the purpose of this Article.

9.1.1 General

The University recognizes that it has a responsibility to a regular employee who suffers a loss of employment as a result of departmental reorganization, budget cuts or the elimination of her/his position otherwise for reasons other than cause.

9.1.2 Authorization

The termination of employment of a regular employee who has successfully completed her/his appropriate probationary period must be authorized by the appropriate Vice President, or Dean, as applicable; **or in the Okanagan, the Deputy Vice Chancellor and Principal.**

9.1.3 Reasons for Termination

The University will provide the employee with reasons for the termination of employment in writing at the time of termination.

9.1.4 Search for Alternatives

The University undertakes to do all that is reasonable to find other Management and Professional positions for regular employees whose employment is terminated under this Article.

An assigned Human Resources Advisor will assist the terminated employee with an active search for suitable alternatives at the University within the first three (3) months of notice. Those employees who have received greater than twelve (12) months of notice under Article 9.1.7 will receive assistance from the assigned Human Resources Advisor within the first six (6) months of notice.

An employee who is terminated from the University without cause who has the qualifications for subsequent vacant positions will be ensured of an interview for these positions.

9.1.5 Training

Considering work experience, qualifications and skills, a regular employee whose position has been terminated after successfully completing her/his appropriate probationary period may be eligible for up to three months training to assist him/her in meeting job requirements of a vacancy identified through the search process. Such decisions will be made within the department in which the vacancy exists. The cost of such training will be paid by the University.

9.1.6 Salary Retention

A regular employee whose employment is terminated without cause after she/he successfully completes the appropriate probationary period shall not be expected to take a reduction in salary as a result of being the successful applicant to a position one level lower than she/he previously occupied, unless mutually agreed to. In such cases, the employee's salary will be frozen until the

position's appropriate salary grade catches up to the salary rate currently received by the employee.

An employee who refuses two offered positions within one level of her/his current position will be terminated at the end of the minimum notice period specified in Article 9.1.7 without further pay.

9.1.7 Notice Entitlements

An employee who receives notice under this Article is deemed to have received notice under the Employment Standards Act and common law. Such notice includes severance or termination pay and vacation pay.

The University shall provide AAPS with a copy of the notice on the same day that the notice is given to the employee.

Length of Notice

A regular employee who has successfully completed her/his probationary period will be given a minimum of three (3) months' notice and will increase beyond three (3) years of continuous service at one month per year of service and one week per quarter year of service (rounded to the nearest quarter) to a maximum of twenty-four (24) months **or eighteen (18) months as limited by the Public Sector Employers Act.**

A term employee who has accumulated three (3) years of service within a five (5) year period with the University pursuant to Article 3.1.3, will receive the notice entitlements under this Article as if she/he were a regular employee.

An employee whose years of service include term appointments of less than a full year (such as September to April) shall have that accumulated service as defined in this Article qualify as part of her/his continuous service for purposes of this Article.

Examples - An employee with two (2) years' employment would receive three (3) months' notice. An employee with 17 years' employment would receive 17 months' notice. An employee with 17 years and nine (9) months of employment would receive 17 months and three weeks' notice. An employee with 12 consecutive term appointments of eight months' **employment** would receive eight (8) months' notice.

An employee in receipt of Income Replacement Plan (IRP) benefits shall not accumulate years of service for the purpose of notice entitlements under Article 9.1.7.

9.1.8 Duty to Mitigate

A terminated employee is expected to make a diligent effort to find ongoing alternative employment. Ongoing alternative employment is defined as a remunerated position with comparable compensation and a reasonable likelihood of employment for a period of six months or more. Comparable compensation is defined as total compensation not less than 90% of a terminated employee's total compensation in her/his position at the time of termination.

Upon request by the University, a terminated employee shall advise the University of her/his job search efforts and actual employment or income gained during the period. In the event the terminated employee earns income through temporary, part-time or self-employment, an equivalent amount may be deducted from subsequent salary continuance payments.

An employee who has not found reasonable alternative employment at the end of the minimum three month notice period will continue on payroll until she/he finds employment or until her/his notice period expires, whichever comes first. However, an employee who successfully finds other employment outside the University will be paid 50% of the salary of the remaining notice period as a lump sum and all benefits will cease. The notice/salary continuance arrangement will automatically cease upon commencement of the new position for an employee who successfully finds other employment within the University or within the public sector in British Columbia.

9.1.9 Form of Notice

At the discretion of the University an employee will receive one of: working notice, pay in lieu of notice, or a combination of working notice and pay in lieu of notice. In the event an employee, or AAPS on the employee's behalf, wishes to review the form of notice provided to the employee, the Department of Human Resources shall consult with the employee, or AAPS, as appropriate.

(A) Working Notice

An employee will be advised that the position will be discontinued on a specific date. During the notice period, the employee will continue to work and receive salary and benefits, and if eligible will receive the benefits of Articles 9.1.4 and 9.1.10.

(B) Pay in Lieu of Notice

An employee will receive an equivalent amount of pay in lieu of notice. The employee will be relieved of working obligations immediately and may then elect to continue to receive salary and benefits during the notice period or to receive a lump sum payment equal to 75% of the salary only.

(C) Combination

An employee will receive notice that consists of some period of working notice and the remainder as pay in lieu of notice. The employee who is released from the duty of mitigation by the University may then elect to receive her/his pay in lieu of notice either as salary and benefits continuance or as a lump sum equal to 75% of the salary only.

9.1.10 Transition Counselling

A regular employee given notice under Article 9.1.7 will be provided with **transition** counselling aimed at providing professional assistance in job search as follows:

- If less than five (5) years continuous employment - a job search workshop
- If five (5) or more years continuous employment - a minimum of three (3) months' **transition** counselling or three (3) months' **career transition coaching with a certified coach (approved by HR)**.

A term employee who has accumulated five (5) years of service within eight (8) years will be eligible for a minimum of three (3) months' **transition** counselling.

Within these guidelines, Human Resources will, in consultation with the department, determine the service provider. Additional **transition support** may also be offered where there are special circumstances as determined by the employee's department, after consulting with the employee, Human Resources and AAPS.

9.1.11 Resignation

A regular employee may terminate her/his employment by providing one month's written notice of resignation. An employee who provides less than one month's notice will be entitled to vacation pay for the current year in accordance with the Employment Standards Act, less any actual vacation time taken.

A regular employee who resigns and is subsequently rehired within six (6) months of her/his termination date may, by mutual agreement of the University and the employee, have the years of continuous service at the University prior to her/his resignation be counted as service for purposes only of sick leave, vacation and termination of employment without cause. In the event the University is prepared to agree to count that prior period for these purposes, provision to that effect must be contained in the offer letter. An employee may receive this benefit only once.

A term employee may terminate her/his employment at any time by providing one month's written notice to her/his supervisor. An employee who provides less than one month's notice will be entitled to vacation pay for the current year in accordance with the Employment Standards Act, less any actual vacation time taken.

9.2 Term Employees

9.2.1 Expiration of Term and Renewal

The employment of term employees terminates automatically without notice upon expiration of the stated term date, but may be renewed for an additional term. The University will provide notice of such renewal wherever possible.

9.2.2 Termination of Employment During the Term

Upon completion of the probationary period, the employment contract may be terminated without cause at any time during the term of employment by the University. If the employee has less than the equivalent of three years of service within a five (5) year period she/he will receive at least one month's written notice of termination, or pay in lieu. For those term employees with greater than the equivalent of three years of service within a five (5) year period, notice will be as stated in 9.1.7.

9.3 Probationary Employees

9.3.1 Notice or Pay in Lieu of Notice

An employee terminated during the probationary period for reasons other than just cause shall receive notice or pay in lieu of notice in accordance with the provisions of the Employment Standards Act.

In the event an employee who has successfully completed her/his initial probationary period and who is on probation as a result of promotion and/or transfer is determined to be not suitable for continued employment in the position, she/he will be entitled to notice of termination of employment in accordance with Article 9.

Article 10 Hours of Work

10.1 Standard Work Week

The standard work week for full-time employees is thirty-five hours per week, consisting of five days of seven hours per day which normally coincide with the university's business hours. If an employee is expected to work other than the standard, her/his particular work week and standard hours will be identified when she/he is hired.

10.2 Different Configurations

The diversity of positions at the University means that an employee may work different configurations of standard days and hours.

10.3 Workplace Options

An employee may be granted flexible working arrangements which do not have a negative impact on business operations. These arrangements shall be mutually agreed and voluntary and shall be negotiated between the employee and administrative head of unit. Examples of such arrangements include but are not limited to flextime, flexdays, job sharing and telecommuting.

10.4 Additional Hours of Work

The University recognizes that the contributions of M&P staff may often take the form of hours worked outside of the standard work week. This contribution is recognized in the greater flexibility in working conditions and the accelerated pace of earning vacation time afforded to M&P staff relative to other staff groups, and is generally left to the best judgment of the employee in consultation with her/his supervisor. The University and AAPS acknowledge that M&P staff and their supervisors have an obligation to communicate in a timely way about required additional hours of work. Supervisors should strive to achieve a balance between employees' additional hours of work and the recognition of their contributions.

The University does not expect staff to perform significant additional hours of work on a regular basis without additional compensation, time off with pay or other offsetting arrangements. For greater clarity of the following provisions where M&P staff perform a significant number of additional hours of work on a cyclical or project basis then the person performing such work will be granted either additional compensation or time off with pay.

In circumstances where an employee is required to work significant amounts of hours over and above the usual job requirements, additional compensation or other offsetting arrangements, including benefits, are appropriate. Operational requirements usually will dictate an appropriate solution. Examples of additional compensation or other offsetting arrangements, including benefits, are (but not limited to):

- Time off with pay;
- Three (3) days' leave of absence with pay to be taken between Boxing Day and New Year's Day;
- Honoraria;
- Additional professional development opportunities; or
- Providing financial assistance with memberships in professional organizations where such memberships are an asset but not required to perform the position.

Article 11 Statutory Holidays, Vacation

11.1 Statutory Holidays

The University recognizes the following statutory holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

If any of these holidays fall on a Saturday or Sunday, another working day (as determined by the University) will be observed as the holiday. A full-time employee is entitled to receive these holidays with pay. A part-time employee who has worked at least 11 days in the preceding calendar month is entitled to statutory holiday pay equal to her/his usual working hours.

11.2 Vacation

Vacation entitlement shall be calculated based on the employee's length of service at the University in any position. During the employee's first calendar year of employment, the employee is entitled to receive vacation at the rate of one and two-thirds (1 2/3) days for each full month worked. After the employee's first calendar year, she/he is entitled to vacation according to the following:

<u>Calendar Year of Employment</u>	<u>Weeks of Vacation</u>
2 through 5	4 (20 working days)
6 through 8	5 (25 working days)
9 or more	6 (30 working days)

A part-time employee's vacation entitlement will be pro-rated based on the foregoing and her/his percentage of appointment.

A term employee's vacation entitlement will be pro-rated based on the foregoing and her/his term of appointment.

11.2.1 Supplementary Vacation Time

An employee who was employed as a member of the Management and Professional Staff and who had ten (10) or more years of service as of December 31st, 1987 shall be entitled to request supplementary vacation time according to the following:

13 to 17 years continuous employment	1 week
18 to 22 years continuous employment	2 weeks
23 to 32 years continuous employment	3 weeks
33 years or more continuous employment	4 weeks

Supplementary vacation time may be taken once during the ensuing five (5) or ten (10) years service, as determined by the employee's eligibility. Approval of requests for supplementary vacation time shall not be unreasonably withheld.

11.2.2 Carry-over of Unused Vacation Time

If an employee does not take her/his full vacation entitlement in a given calendar year, the employee may (with the advance approval of her/his supervisor) carry a maximum of two (2) weeks (ten days) of vacation entitlement into the next calendar year. Approval by the supervisor for carry-over of vacation time shall not be unreasonably withheld.

If the supervisor requests that an employee forgo any part of her/his vacation and it cannot be scheduled within the calendar year, the employee shall be entitled to carry the full amount of that vacation into the next calendar year with advance written approval. Approval shall not be unreasonably withheld. If approval cannot be obtained, the employee's vacation will be scheduled within the calendar year.

11.2.3 Pay-out for Vacation Time

If an employee terminates her/his employment with the University before she/he has taken all of her/his vacation entitlement, the employee shall receive a lump sum payment with her/his final cheque of vacation owing to the date of termination, subject to Article 9.1.11.

11.2.4 Pay-back for Vacation Time

If an employee terminates her/his employment with the University and has taken in excess of her/his accrued vacation entitlement, the University shall deduct an amount equivalent to the payment of unearned vacation from the employee's final cheque.

Article 12 Leaves of Absence

12.1 Professional Development

The University recognizes the ongoing need for employees to acquire and apply knowledge in contributing to the University and to their own advancement. The University supports and encourages employees to maintain current contact with their discipline areas, and to improve and

expand their effectiveness and awareness of the many facets of the University. The intent of professional development is to maintain currency in the employee's area of expertise or to gain additional knowledge and/or professional competency.

The University encourages departments to discuss with their employees the means by which needs and interests may be developed into professional development opportunities. A supervisor or an employee may propose a professional development initiative. An employee's initiative for professional development requires her/his supervisor's approval. Such initiatives will consider the relevance to the employee's work, the maintenance or enhancement of skills and abilities and the resources necessary to obtain, communicate and integrate this learning in the workplace.

The University also encourages departments to set aside funds in their budgets to provide employees with professional development opportunities.

Examples of professional development opportunities may include, but are not limited to, departmental sponsorship of an employee's:

- enrolment in courses, programs or other offerings such as MOST, Continuing Studies, Graduate Studies, or other coursework;
- attendance at conferences, seminars, or workshops;
- membership in a professional organization;
- subscriptions to publications; or
- purchase of books, software or other professional instructional materials.

12.2 Study Leave

If an employee wishes to pursue study of direct benefit to her/his position, and if the purpose of that study is beyond meeting the basic qualifications of the job, and the employee has completed four (4) continuous years of service, the employee may be granted partially paid study leave with the approval of the University. If partially paid study leave is granted, the University will calculate entitlement based on the following formula to a maximum of one (1) year:

-three (3) months plus one month for each year of full-time employment.

It is assumed that the employee will return to her/his duties at the University at the expiry of the leave.

12.2.1 Study Leave: Salary Entitlement

If partially paid study leave is granted, the employee shall receive fifty percent (50%) of basic salary together with the University's full contribution to benefits, provided the employee continues her/his contributions.

12.2.2 Study Leave Salary Entitlement: Non-University Funds

Where the basic salary and contributions are paid in whole or in part from non-University funds (e.g., grants), the University can only guarantee that portion of study leave salary and contributions to pensions and other benefits which derive from University general revenues. It is the employee's responsibility to determine whether the non-University fund may be charged for

the proportionate share of study leave salary and contributions to pension and other benefits, and to present certification to the University attesting to this.

12.2.3 Study Leave: Approval Process

An employee must submit a completed application form for study leave with the signature of the administrative head of unit to the appropriate Vice-President one year in advance of the commencement of the leave. The Vice-President will review the application and submit her/his recommendation to the President.

12.3 Sick Leave

An employee who is unable to perform her/his duties because of illness or injury must inform her/his supervisor as soon as possible. The employee will be granted leave of absence with pay due to illness or injury, up to a maximum of six (6) months for each illness or injury. Where such illness or injury requires partial leave, such as a graduated return to work, the six (6) months' pay will be drawn down according to the employee's temporary part-time status. Total pay for leave will not exceed the equivalent of six (6) months pay.

New employees in their probationary period will be granted sick leave with pay due to illness or injury, up to the number of days in their sick leave reserve. A new full-time employee in their probationary period will accumulate sick leave at a rate of one and a quarter (1 ¼) days for each month worked. A new part-time employee in their probationary period will accumulate sick leave as above, pro-rated based on percentage of appointment.

A probationary employee's probationary period will be extended in the event she/he accumulates sick leave of one (1) month or more, by the period of the sick leave accumulated.

12.3.1 Documentation

The University may require medical documentation on the health of an employee if the employee is, or will be, absent for more than five (5) days. If an employee has recurring absences, or is unable to do her/his job, the University may request a medical examination and report, or an independent medical examination or medical file review and report. **The initial medical note and updates presented by an employee on any individual illness or injury will be paid for by the employee and will reflect satisfactory information in support of the medical absence including prognosis for return. Providing the employee has submitted a satisfactory initial medical report, any subsequent requests from the University for follow-up information will be paid for by the University.** If the employee does not produce a satisfactory report on her/his health or fails to undergo reasonable treatment resulting from the examination, the University may cancel her/his sick leave.

12.3.2 Illness or Injury of Dependents

An employee who has dependent children, spouse, common-law spouse, same sex partner and/or parents may use in any calendar year up to a maximum of five (5) days of her/his sick leave to deal with the illnesses or injuries of such children, spouse/partner and/or parents.

12.3.3 Subrogation Clause

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. For greater certainty, the requirement for repayment continues to apply to global settlements that include but do not specify wage losses.

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, reasonable 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.

12.4 Compassionate Leave

Employees shall be permitted up to three (3) days of paid leave of absence in the case of death in the immediate family. The employee shall notify his/her supervisor as soon as possible. Immediate family means parent, grandparent, spouse, common-law spouse, same sex partner, child, in-law, brother or sister. Compassionate leave may be granted in other circumstances at the discretion of the supervisor. In exceptional circumstances, with the approval of the employee's supervisor, extended compassionate leave of up to three (3) additional days may be granted.

For the purpose of this article, exceptional circumstances may include instances where extensive travel is required to attend the funeral or memorial service, where an employee is responsible for making the funeral or memorial service arrangements, or where the employee is unable to work due to the emotional impact of the immediate family member's death.

12.5 Pre-Placement Adoption Leave

Employees may request pre-adoption leave by providing supporting documentation to their immediate supervisor. Upon approval of the documentation, employees are eligible for pre-adoption leave with pay for up to 20 days for each adoption. This leave may be taken intermittently and for the purpose of:

- (1) Pre-requisite adoption courses;**
- (2) Adoption suitability evaluations including pre-placement visit with prospective adoptive child(ren);**
- (3) Completion of legal process in child's or children's country, including travel, for an international adoption while employee is in that country.**

Leave under this provision will end with the placement of the adoptive child(ren) and nor is it available in the event of a direct placement of the child(ren). Should both adopting parents work at UBC the 20 days may be shared between both parents.

12.6 Maternity, Parental and Adoption leave

Staff members are entitled to Maternity, Parental and Adoption Leave as specified in this Framework 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.

12.6.1 Maternity Leave

A pregnant employee is entitled to seventeen (17) weeks of maternity leave without pay. Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the birth mother is unable to return to work for reasons related to the birth or the termination of the pregnancy, as certified by a medical practitioner.

The start date of the maternity leave must begin no earlier than eleven (11) weeks before the expected birth date, and no later than the actual birth date. The maternity leave must end no earlier than six (6) weeks after the actual birth date (unless the employee requests a shorter period), and no later than seventeen (17) weeks after the actual birth date.

The employee must apply for maternity leave in writing to their supervisor at least eight (8) weeks prior to the anticipated start date of the maternity leave.

Employees who meet the University's Supplemental Employment Benefits (SEB) Plan eligibility requirements may receive top-up benefits during the maternity leave portion of their leave (see Article 12.6.1.2 and Appendix 1). Birth mothers are also entitled to an additional thirty-five (35) weeks of parental leave without pay, (see Article 12.6.2) following the birth of the child.

12.6.1.1 Employment Insurance Maternity Benefits

Employment Insurance pays a total of fifteen (15) weeks of EI maternity benefits; there is a two (2) week unpaid waiting period.

12.6.1.2 Maternity Leave Supplemental Employment Benefits Plan (Birth Mother)

An employee who is the birth mother of a newborn child is eligible for the University's Supplemental Employment Benefits (SEB) if she is on maternity leave and has applied for and is eligible to receive Employment Insurance (EI) benefits and plans to return to work for at least six (6) months following the leave.

Employees who do not return to the University after the leave period **or** who leave the University voluntarily or who are terminated for cause during the first six (6) months after the leave will be required to repay the Supplemental Employment Benefit. However, those employees terminated without cause under the provisions of Article 9 during the first six (6) months after the leave will not be required to repay the Supplemental Employment Benefit.

12.6.1.3 Benefits During Maternity Leave

The University will continue to pay for its portion of benefits if the employee continues to pay her portion of benefits during the maternity leave.

12.6.2 Parental Leave for the Birth Mother

A birth mother who takes maternity leave is entitled to thirty-five (35) consecutive weeks of parental leave without pay, from the University. A birth mother who does not take maternity leave is entitled to thirty-seven (37) consecutive weeks of parental leave without pay, from the University beginning after the child's birth and within fifty-two (52) weeks after that event. Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

Parental leave must begin immediately after the end of the maternity leave taken under Article 12.6.1. The employee must apply for parental leave in writing to their supervisor at least eight (8) weeks prior to the start date of the parental leave.

12.6.2.1 Benefits During Parental Leave for the Birth Mother

The University will continue to pay for its portion of benefits if the employee continues to pay her portion of benefits during the parental leave.

12.6.2.2 Maximum Leave for the Birth Mother

The total number of weeks of maternity and parental leave for a birth mother is limited to fifty-two (52) weeks, plus any additional leave under Articles 12.6.1 and 12.6.2.

12.6.3 Parental Leave for the Birth Father

An employee who is the birth father of a newborn child is entitled to thirty-seven (37) consecutive weeks of parental leave without pay, from the University.

Parental leave may begin any time between the child's birth and 52 weeks after the event. The employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the start date of the parental leave.

12.6.3.1 Benefits During Parental Leave for the Birth Father

The University will continue to pay for its portion of benefits if the employee continues to pay his portion of benefits during the parental leave.

12.6.4 Employment Insurance Parental Benefits

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits. EI Parental benefits may be taken by the birth mother, birth father, or shared between the birth mother and father. If the birth father takes the entire parental leave, he will need to serve a two (2) week unpaid waiting period before EI benefits commence.

12.6.5 Parental Leave for Adoptive Parents

An employee who adopts a child is entitled to thirty-seven weeks of adoption leave without pay. Further parental leave without pay, of up to five (5) additional weeks, will be granted where the

child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

Parental leave must begin within 52 weeks after the child is placed with the parent. The employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the start date of the parental leave.

12.6.5.1 Benefits During Parental Leave for the Adoptive Parent

The University will continue to pay for its portion of benefits if the employee continues to pay her/his portion of benefits.

12.6.6 Employment Insurance Parental Benefits for Adopting Parents

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits. EI Parental benefits may be taken by the adopting mother, adoptive father or shared between adopting parents. Adopting parents must serve a two (2) week unpaid waiting period before EI benefits commence.

12.6.7 Vacation and Sick Leave

An employee on maternity or adoption leave who receives the Supplemental Employment Plan (SEB) benefit (see Appendix 1) shall accumulate her/his sick leave reserve pro-rated on the basis of the SEB Plan benefit paid by the University. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay will be pro-rated on the basis of the SEB Plan benefit paid by the University.

If an employee does not apply for or qualify for the SEB Plan benefit she/he will not accumulate any sick leave reserve beyond the month in which the maternity or adoption leave begins. In such instances, employment will be considered continuous for the purposes of calculating annual vacation entitlement. However, vacation pay will be limited to the month in which the maternity or adoption leave begins.

12.6.8 Extension of Probationary Period

The probationary period will be frozen while a probationary employee is on maternity, adoption or parental leave in accordance with this Article. Upon return to work from such leave, a probationary employee will complete the remainder of her/his probationary period.

12.7 Court Duties

The University shall grant leave with pay to an employee summoned for jury duty or required to serve jury duty or summoned as a witness. The employee must forfeit any payment from the Crown for her/his appearance to the University, with the exception of traveling and meal allowances not reimbursed by the University. In cases where the employee must appear as a plaintiff or defendant in a civil or criminal action, the employee will be granted a leave of absence without pay.

12.8 Leave of Absence

If an employee requires a leave of absence for reasons other than those specified elsewhere in this Agreement, the employee may be granted a leave of absence without pay for up to one year with the approval of her/his supervisor. The University will not unreasonably withhold its

approval of personal leave. Where an employee has been granted a leave of absence without pay, she/he must pay 100% of the premiums to retain benefits for which the University would normally pay a portion in order to maintain coverage during her/his leave. Vacation entitlement and sick leave reserve do not accumulate during an unpaid leave of absence. The employee is expected to remain current in her/his field during a leave and may be required to become current before returning to work.

Requests for leave of absence for an employee to fulfill family obligations, including matters related to the care, health or education of dependant children or immediate family members are considered under this Article.

Political leave for the purposes of holding an elected office for a duration of up to five (5) years may be granted under this Article.

12.9 Deferred Salary Leave

The University and the Association agree to implement the Deferred Salary Leave Plan (“the Plan”) attached as Appendix “2” effective June 1, 1999. The Plan may be modified from time to time to comply with the requirements of Canada Customs and Revenue Agency regarding such plans.

The University and the Association agree to meet annually to review the operation of the Plan including without limiting the generality of the foregoing, the costs incurred by the University in the administration of the Plan. Either party may request a meeting at a time or times other than the annual meeting in the event they wish to discuss concerns or issues with the operation of the Plan. In all of these meetings the parties will use their best efforts to ensure that the Plan is effective for employees, the Association and the University.

12.10 Paid Leave (Christmas)

As outlined in Article 10.4, in order to offset significant amounts of hours of work over and above the usual job requirements, employees who are normally scheduled to work may be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year’s Day unless they are required to work for operational reasons.

Article 13 Benefits

13.1 Pension Plan

All eligible employees will be required to join and make contributions to either the UBC Staff or Faculty Pension Plans upon meeting the conditions of continuous service and salary requirements provided for in the appropriate pension plan. The University shall make contributions to the UBC Staff or Faculty Pension Plan on behalf of participating employees at the rates of the appropriate pension plan.

13.2 Medical Services Plan

Participating employees shall pay one hundred percent (100%) of the premiums to the Medical Services Plan, subject to its statutory waiting period, upon meeting conditions of eligibility.

13.3 Extended Health and Dental Plans

The University shall pay one hundred percent (100%) of the premiums to the University's extended health and dental plans on behalf of participating employees, at the rates stated in those plans. Eligibility is based on conditions set forth in the respective plans and for the extended health plan, subject also to the statutory waiting period for participation in the Medical Services Plan.

13.4 Life Insurance Plans

The University shall pay one hundred percent (100%) of the premiums to the appropriate University basic life insurance plan on behalf of participating employees, and participating employees shall pay one hundred percent (100%) of the premiums to the optional life and optional accidental death and dismemberment (AD&D) plans. Premiums shall be paid at the rates of the respective plans for eligible employees, as defined by conditions stated in each plan.

13.5 Long Term Disability Plan (Income Replacement Plan)

All employees who are eligible to participate in a UBC long term disability plan (Disability Benefit Plan or Income Replacement Plan) will be required to join the appropriate plan upon meeting conditions of eligibility that are provided for in that plan.

Participating employees shall pay premiums or contributions to the appropriate long term disability plan at the rates of that plan.

13.6 Tuition Fee Benefits

Employees must meet academic requirements for admission, register, and be accepted to a course or program prior to applying for tuition fee benefits. Employees must also meet employment eligibility requirements to qualify for tuition fee benefits. Information on eligibility requirements for M&P staff is available from Human Resources.

Maximum use of tuition fee benefits is based on a twelve-month period, beginning with the date that the eligible employee's first course or program begins (the anniversary date). Tuition fee benefits are renewable every twelve months, on that anniversary date.

Tuition fee benefits may be applied only to eligible UBC courses. A number of UBC courses and programs are not eligible for tuition fee benefits and further information on eligible courses is available from Human Resources.

13.6.1 Tuition Fee Benefits: Courses

Eligible employees will receive a waiver of tuition up to the following yearly maximum limits:

- twelve credits of UBC undergraduate credit courses; or
- twelve credits of UBC graduate credit courses; or
- UBC part-time or full-time graduate program fees; or
- the dollar equivalent to twelve credits of UBC undergraduate credit courses, as tuition for non-credit courses or certificate programs offered by UBC Continuing Studies.

13.6.2 Transfer of Tuition Fee Benefits

Eligible employees may transfer any unused portion of their twelve credits of UBC undergraduate credit courses to their eligible spouse or dependents. Information about definitions for employees' tuition fee benefits can be found **on the Human Resources website**.

Article 14 Protection of Employees

14.1 Human Rights, Discrimination and Harassment

The parties recognize the right of employees to work in an environment free from harassment and discrimination and the responsibility those employees with supervisory duties have to provide such an environment for staff, faculty or students. The University's Policy on Discrimination and Harassment, which addresses problems arising from grounds prohibited from discrimination under the Human Rights Code of British Columbia, applies to all employees.

In addition, concerns an employee may have about discrimination and personal harassment on grounds that are not covered under the Human Rights Code of British Columbia should be brought to the attention of the employee's administrative head of unit for resolution. The administrative head of unit should consult with Human Resources who will, in turn, consult with AAPS.

Employees shall have the right to have a representative from AAPS present at any meetings convened pursuant to this article which the employees attend.

14.2 Technological, Organizational or Operational Change

The University will give reasonable notice and consult with AAPS when changes are planned that will significantly affect the terms, conditions or security of employment of a significant number of employees in a work unit. Such consultation process will include the sharing of information, the consideration of alternatives, discussion of planning and training processes, and discussion of notice and other severance entitlements.

The University agrees to provide AAPS and the affected employee(s) with information which will include foreseeable effects on the affected employee(s).

14.3 Professional Rights

14.3.1 Standards of Practice

In those circumstances when the University requires an employee to have and to maintain professional accreditation as a condition of employment (such as Registered Psychologist, Medical Doctor, Chartered Accountant), the University will pay the professional accreditation fee. Such a condition of employment must be included in the employee's position description. If an employee is part-time, and works elsewhere that requires the same professional accreditation (this includes self-employment), the professional accreditation fee will be paid on a pro-rated basis. Pro-ration shall be on the basis of percentage of FTE (full-time equivalent) at UBC.

New employees have the responsibility to have the requisite professional accreditation upon commencing employment. The University's obligation applies during the course of employment.

14.3.2 Impact of Evaluation on Professional Standing

Performance evaluations on employees who are required to maintain professional accreditation as a condition of employment by individuals who are not accredited in the same field will be based on the work performed for the University as a member of the University's staff.

Pursuant to the evaluation of an employee under Article 6, if there are concerns about an employee's performance for an employee who is required to maintain professional accreditation as a condition of employment, those concerns will be taken up by the University with the professional association for investigation.

In those circumstances where the University requires an employee to have and maintain professional accreditation as a condition of employment, the University shall not knowingly require an employee to work in a manner that constitutes a violation of applicable rules and regulations published by the employee's licensing or professional body.

14.4 Insurance

The University will continue to purchase comprehensive general liability insurance, which covers employees while acting within the course of the execution or scope of their duties as employees.

14.5 Retirement Policy

Employees may apply for early retirement at any time after the age of 55.

14.6 University-Initiated Upgrading.

When the University has identified a requirement for an employee to upgrade skills or knowledge as a result of changes in her/his position, the University will pay the cost of and will recognize the time spent in such upgrading.

14.7 Crossing Picket Lines

The University's Policy on Crossing of Picket Lines applies to employees. In addition, recognition of picket lines requires that Management and Professional Staff maintain adequate essential services established by the University in consultation with AAPS in order to protect human lives, living collections, basic student services, and basic physical plant services during the period of disruption. The University may refer any dispute about the adequacy of essential services contemplated or provided by Management and Professional Staff to **an arbitrator mutually agreed to by the University and AAPS** for a binding decision within 12 hours of the referral.

14.8 Changes

When a permanent change to a continuing term and condition of employment in the workplace is planned, the administrative head of unit will give reasonable notice, appropriate in the circumstances, to the employee(s) directly affected.

Article 15 Copies of Agreement

An **electronic version** of this Agreement will be **available** to every Management & Professional staff member.

All new Management & Professional staff who attend AAPS' new member information session will receive a printed copy of this agreement.

Otherwise, printed copies will be available by request from Human Resources (while supplies last).

The parties will mutually determine the number of copies to be printed and will share equally the cost of printing the Agreement.

Article 16 Employee Data

The University will supply employee data to AAPS on a quarterly basis to assist AAPS in tracking changes **and represent its membership. The following data will be provided in accordance with the Freedom of Information and Protection of Privacy Act and will be provided in electronic format for every member of AAPS.**

- **Name**
- **AAPS Membership Date**
- **Job Entry Date**
- **Service in Position (yrs)**
- **UBC Hire Date**
- **Service Date (yrs)**
- **Department or Unit**
- **Division**
- **Campus or Site**
- **UBC Employee Identification Number**
- **UBC e-mail address (where provided)**
- **Job Family**
- **FTE %**
- **Salary (Current)**
- **Salary Level**
- **Salary Grade**
- **Termination Date**
- **Gender**

The data listed below will be provided to AAPS semi-annually **on a “blind” basis (i.e. without any individual identifiers attached):**

- **Single/Couple/Family Benefits**

AAPS will hold the data referenced in this article in confidence and only use it for the purposes for which it was shared. In addition to strict adherence to the Freedom of Information and Protection of Privacy Act, AAPS also agrees to follow UBC's policies and procedures on the storage of personal information.

LETTER OF AGREEMENT #1 - Re: Pay Structure and Salary Administration Policy

The University and AAPS recognize that a fair and competitive pay structure is essential to attract and retain Management & Professional employees. The parties agree to the following provisions of a salary administration plan and provisions to review the current pay structure. This letter replaces the Letter of Agreement dated March 13, 2006 and incorporate the provisions outlined in the Final Order by Don Munroe dated January 29, 2007.

General Provisions:

1. The parties agree to the following principles and components, within the University's ability to pay, for salary administration plan:
 - a) Internal equity – a comparison of the relative worth of jobs given the specific requirements of each job; internal equity applies to job families;
 - b) External equity/competitiveness – the 50th percentile of a representative comparator market is the midpoint of a job. The University should take into account market demands for qualifications and abilities;
 - c) A pay structure consisting of grades with ranges; the assigning of jobs to appropriate grades based on a classification/evaluation process; and
 - d) A salary administration plan for individual movement through the salary ranges.
2. In order to meet its commitment in paragraph 1(b), the University shall conduct a salary survey of the representative comparator market at appropriate intervals. The University shall consult with AAPS on the list of organizations that establish the comparator market prior to each survey. A copy of the results of the salary survey shall be provided to AAPS.

In the application of the foregoing principles it is understood that market surveys will be done by job family; and that issues of relativity as between job families will not preclude a market adjustment for a job that is otherwise appropriate.

3. Where an employee is paid a salary at the midpoint of the salary range it means that the employee possesses full job knowledge, qualifications and experience. In the normal course, employees will be hired, transferred or promoted between the minimum and midpoint of the salary range for a job. An employee who is hired, transferred or promoted above the midpoint means the employee possesses superior job knowledge, qualifications and experience.
4. Career Progress Increments: The University shall ensure that employees are compensated to the midpoint of their salary range by the end of their fourth year in the position, from date of hire, subject to satisfactory performance.

There shall be up to four (4) increments from the salary at which an employee is hired to the midpoint of the salary range. An employee shall receive an increment once annually, no later than his/her anniversary date in the current position, provided that there is satisfactory

performance in the job. Such increases require the approval of the Administrative Head of Unit and the Department of Human Resources.

5. **Salary Increases Beyond Midpoint:** In accordance with the provisions of this paragraph, increases to employees' salaries beyond the midpoint of the salary ranges will be on the basis of a performance-based merit pay model, and will be effective no later than the anniversary date in their current position. Departments and Faculties will establish objective criteria to evaluate performance as the basis for merit pay models, based on their individual operational requirements. The Department of Human Resources will provide guidance to this process and will review criteria to ensure fairness and consistency in their application.

Without limiting the generality of the foregoing, such increases may include adjustments to base salary, one-time only payments, re-earnable bonuses, other forms of salary adjustments, or combinations of these.

The University will determine on an annual basis, within its ability to pay, the amount(s) or range of any performance-based increases. In the event the University does not provide for any such increases, it shall provide the Association with the reasons for its decision.

6. General wage increases shall be the subject of negotiation with AAPS in collective bargaining.
7. The University may adjust the pay ranges for job families after consultation with AAPS.
8. The University may adjust the salaries (base salary, stipends, differentials and/or any other form of salary) of individual employees to respond to market demands, retention issues and/or anomalies.

Specific Provisions:

9. The salary grids in Document A reflect the new salary ranges to be with effect on **July 1, 2012**.

For the University:

"Lindi Frost"

Date: **December 9, 2012**

For AAPS:

"Michael Conlon"

LETTER OF AGREEMENT #2 – Re: Benefit Coverage Beyond Age 65

The University and AAPS agree as follows:

This Agreement is intended to provide a comprehensive resolution that addresses the impact of Bill 31, Elimination of Mandatory Retirement, as it relates to the Agreement on Conditions and Terms of Employment between the parties.

The provisions of this agreement are outlined as follows:

1.00 Statement of Principles

- 1.01 The normal retirement date is the last day of the month in which the employee turns 65 (the “Normal Retirement Date”).
- 1.02 An employee may retire on or prior to their Normal Retirement Date or an employee can work beyond their Normal Retirement Date.
- 1.03 Like those working prior to their Normal Retirement Date, an employee who decides to work beyond their Normal Retirement Date is required to perform the full scope of their duties and responsibilities.
- 1.04 An employee shall give written notice of retirement six months in advance of their planned retirement date should they wish to pursue the options contained in this letter of agreement.

2.00 Benefits

- 2.01 Benefit plan coverage will continue for employees who work past their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law (i.e., currently, under the Income Tax Act, an employee must begin taking their pension at the end of the year in which they turn 71), except as amended in paragraphs 2.05, 2.06, and 2.07 below.
- 2.02 The following benefit plans available to employees under the age of 65 remain in place for employees who work past their Normal Retirement Date in accordance with the terms of the Plans until the employee receives pension benefits, either voluntarily or as required by law:
 - Extended Health Plan
 - Dental Plan
 - Optional Life Insurance for Members
 - Medical Services Plan
 - Employee and Family Assistance Plan

- 2.03 The Pension Plan available to employees under the age of 65 remains in place for employees who work past their Normal Retirement Date in accordance with the terms of the applicable Plan and applicable legislation.
- 2.04 The tuition fee benefit is not limited by age.
- 2.05 The following benefit plan available to employees under the age of 65 is reduced or limited for those who work past their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law:
- Basic Group Life Insurance coverage is reduced to 1.0 x basic earnings.
- 2.06 The following benefit plans will not be available to employees who work past their Normal Retirement Date:
- Optional Life Insurance coverage for spouses
 - The Disability Benefit Plan (DBP) or the Income Replacement Plan (IRP) currently terminates benefits on the last day of the month in which the employee turns 65. In the event that in future there are changes in the DBP or the IRP regarding coverage beyond the last day of the month in which the employee turns 65, this provision will be superseded by any such change to the IRP.
- 2.07 In addition to the above, the following benefit plans will be modified for those employees who are on an unpaid leave of absence on or after their Normal Retirement Date until the employee receives pension benefits, either voluntarily or as required by law:
- Extended Health: Out-of-Country Emergency Travel Coverage and Assistance is limited to 60 days.
 - Basic Group Life and Optional Life Insurance coverage may be maintained at the employee's cost for up to 24 months (maintenance of this coverage is extendable only with the approval of the carrier) and subject to the terms of the plan.

3.00 Sick Leave

- 3.01 There will be no change to the terms and conditions pertaining to short-term sick leave as provided for in the UBC/AAPS Agreement.
- 3.02 Where an employee who continues to work past their Normal Retirement Date is unable to perform their duties because of illness or injury and has exhausted their sick leave entitlement, the employee may take an unpaid leave of absence during which benefit coverage will be as provided for in paragraph 2.07.

4.00 Retirement Options

- 4.01 UBC Policy 49, "Reduced Workload/Responsibility Appointment – Non-Academic Staff", remains an option available to staff. For those working beyond their Normal Retirement Date, and reducing their workload under Policy 49, applicable paragraphs under section 2.0 above supersede terms related to Benefits in Policy 49 ("Benefits").

- 4.02 Alternatively, an employee who has reached the age of 55 and has had 10 years of full-time continuous service may apply to their Head/Director to take a retirement option as outlined in Option 1 or Option 2 provided for in paragraphs 4.11 and 4.12 respectively. Heads/Directors will give serious consideration to all requests and will respond to the employee giving reasons should their application be denied in full or in part. Where an employee believes appropriate consideration has not been given then they have access to the grievance procedure.
- 4.03 The purpose of the Retirement Options is to balance the desire of staff to continue to be productive in more flexible employment arrangements with the University's need for certainty in managing our academic planning and operations, all the while maintaining cost neutrality.
- 4.04 The employee must give advance notice of their intention to seek this option (the "notice period"). Twelve months' notice is preferred, but a minimum of six months is required, which may be waived by mutual agreement of the employee and the Head/Director.
- 4.05 Retirement Options are for a maximum of four years in total, (i.e. the notice period, plus the reduced workload).
- 4.06 An employee who takes a Retirement Option must continue to perform the full scope of their duties, but for a reduced workload.
- 4.07 Notice by an employee to enter into one of these options constitutes irrevocable notice to retire.
- 4.08 Salary during a Retirement Option is commensurate with percentage of workload performed.
- 4.9 Benefits provided during the Retirement Options are as provided for in Policy 49. For those working beyond their Normal retirement Date, and reducing their workload, applicable paragraphs under section 2.0 above supersede terms related to Benefits in Policy 49.
- 4.10 Option 1 – Phased-In Retirement Appointment
- During a Phased-in Retirement Appointment, the employee's workload will decrease over three years, in the first year to 75%, and then in the second or third year to 50%. This can be modified by mutual agreement of the employee and the Head/Director provided the minimum level of workload is 50%.
- 4.11 Option 2 - Part-Time Retirement Appointment
- During a Part-Time Retirement Appointment an employee's workload will decrease to 50% for the full three years. Employees may explore with their Head/Director a range of possibilities such as full time/partial-year to part-time full-year options.

5.00 Processes to Support Retirement

The University will supplement current retirement counseling options to provide a more holistic approach to retirement considerations.

For the University:

“Lindi Frost”

Date: **July 18, 2012**

For AAPS:

“Michael Conlon”

LETTER OF AGREEMENT #3 - Re: Professional Development

The University and AAPS recognize the value of professional development for management and professional (M&P) staff. The University has established a funded program designed to support professional development (PD) for its M&P staff.

The total amount funding available for this purpose is **\$480,000** per fiscal year. For the year **2012**, the University will provide **\$357,500** for the period **July 1, 2012 to March 31, 2013**.

The University will administer this fund. The parties agree that the program will be cost neutral to the University and that the cost of administering the fund will be borne by the fund (approximately \$45,000 annually). Employees will be eligible to participate up to a maximum of \$750.00. The University reserves the right to set the maximum, however the University will consult with AAPS prior to any changes.

The University will prepare an annual report on the M&P PD Fund by June 30th for the previous fiscal year for its purpose of assessing the fund guidelines and for greater transparency. The report will include information regarding the financial status of the fund, the number of employees who accessed the fund and purposes for which the fund has been used by M&P staff.

For the University:

“Lindi Frost”

For AAPS:

“Michael Conlon”

Date: **December 9, 2012**

LETTER OF AGREEMENT #4 - Re: Search for Alternatives

Further to Article 9.1.4 the University commits to providing greater assistance to regular employees whose employment has been terminated by creating a Career Transition Consultant position for the period of two years. On a trial basis, this position is intended to enhance the work performed by the Human Resources Advisors by coaching staff in transition and referring them to appropriate resources as they explore their developmental and career options within or beyond the University.

As this is a pilot position, the University's obligations set out in 9.1.4 may be fulfilled by either the Human Resources Advisor or the Career Transition Consultant for the duration of this letter of agreement.

For the University:

"Lindi Frost"

Date: July 18, 2012

For AAPS:

"Michael Conlon"

Appendix 1 – Supplemental Employment Benefits

Supplemental Employment Benefits (SEB) Plan for Maternity Leave (UBC Top-up Payment)

1.1 SEB Plan for Maternity Leave (Birth Mothers)

The purpose of the Maternity SEB Plan is to supplement the income of a birth mother by making top-up payments available while she is unable to work due to pregnancy. By legislation, benefits under the Maternity SEB Plan are payable only to the birth mother.

A female M&P staff member is eligible for SEB Plan top-up payments if she is on maternity leave (see Article **12.6.1**) and has applied for and is receiving Employment Insurance (EI) benefits and plans to return to work for at least six (6) months following the leave. Employees who do not return to the University after the leave period or leave the University voluntarily or who are terminated for cause during the first six (6) months after the leave will be required to repay the Supplemental Employment Benefit. However, those employees terminated without cause under the provisions of Article 9 during the first six (6) months after the leave will not be required to repay the Supplemental Employment Benefit.

The maximum benefit payable is 17 weeks, which consists of:

The 2-week waiting period for EI maternity benefits (during which she will be paid 95% of the total salary by UBC); and

15 weeks of EI maternity benefits (during which she will receive the top-up payment to 95% from UBC).

Note that any parental leave (see Article **12.6.2**) taken immediately after the end of the maternity leave is without pay from the University and is not eligible for top-up payments. However, the birth mother may be eligible for continued EI parental benefits during this period (see Article **12.6.4**).

1.2 When Top-Up Payments Start (Birth Mother)

Before commencing the leave, the M&P staff member will be given the choice of receiving SEB top-up payments during the leave or after she has returned to work for six (6) months. If she chooses to receive top-up payments during the leave, she will be required to sign an agreement prior to the commencement of payments. If she does not return to work or does not remain at work for six (6) months following the leave, she must repay the gross amount of SEB Plan benefits received.

1.3 SEB Before Leave

If the M&P staff member chooses to receive SEB Plan benefits during the leave, EI pays a fixed percentage based on their calculation of prior insurable earnings and UBC pays the difference between the EI payment and 95% of salary. The additional 5% of the total salary for the period she was receiving SEB Plan benefits is payable after she has returned to work for at least six (6) months.

1.4 SEB After Leave

If the M&P staff member chooses to receive top-up payments after returning to work, she must notify Financial Services to receive the payment once the six (6) months have been completed. Copies of all EI cheque stubs must accompany the request.

Appendix 2 – Deferred Salary Leave Plan

**DEFERRED SALARY LEAVE PLAN
FOR
MANAGEMENT & PROFESSIONAL STAFF OF
THE UNIVERSITY OF BRITISH COLUMBIA**

SECTION 1 – INTRODUCTION

The Deferred Salary Leave Plan (the Plan) provides employees with an opportunity to self-finance a deferred salary leave by authorizing the employer to set aside, over a limited period of time, a portion of the employees' salary prior to the deferred salary leave. The salary held by the employer is not subject to income tax until it is paid out to the employee during the Deferred Salary Leave.

The terms and conditions in this Plan document must be followed in order to satisfy Income Tax Regulations which govern the operation of self-funded leave plans.

No amendment will be made to the Plan which will prejudice any tax ruling which is applicable to the Plan prior to the amendment.

SECTION 2 – DEFINITIONS

"Eligible Employee" means a regular post-probationary individual employed by the University of British Columbia in accordance with the agreement between the University and AAPS.

"Participant" means an Eligible Employee who has completed a Memorandum of Agreement and whose application for participation in the Plan has been approved by the Dean, Director or Department Head and, on behalf of the University, by the Associate Vice President, Human Resources or designate.

"Deferred Salary Leave" means the period taken in accordance with the provisions of Section 5. At no time shall the Leave of Absence be less than three (3) consecutive months, if the leave is for full-time attendance at a designated educational institution, or six consecutive months, if the leave is for any other purpose. The maximum leave possible is twelve months.

"Deferral Period" means the number of years over which a portion of the Participant's salary is deferred, including the years of delay as set out in Section 4, if applicable.

"Current Salary" means the base salary paid by the University to the Participant for a given year, excluding overtime, shift differentials and acting pay. Any salary adjustment that would have been made while the Participant is on leave will be applied upon the Participant returning to work.

"Deferred Salary" means the portion of Current Salary authorized by the Participant to be retained by the University on behalf of the Participant each year in accordance with Section 4.

"Adjusted Salary" means the Current Salary minus the Deferred Salary paid to the Participant during the Deferral Period.

"Leave Salary" means the salary received by the Participant during the Deferred Salary Leave.

SECTION 3 - FUNDING THE LEAVE OF ABSENCE

- 3.1 The Leave of Absence will be funded by the Participant's Deferred Salary.
- 3.2 The University shall pay the Participant the accrued interest on his/her Deferred Salary at the end of each calendar year of participation, including the first year of participation and the last day of the leave, or at any other time when a payment is made for withdrawal or death of the Participant.
- 3.3 During the Deferral Period, the amount of the Current Salary deferred by the Participant cannot exceed 33% in any calendar year.
- 3.4 The deferral period will not exceed six (6) years.
- 3.5 Deferral examples:

LENGTH OF DEFERRED LEAVE	DEFERRAL PERIOD AND ADJUSTED SALARY	DEFERRED SALARY P. A.	LEAVE SALARY
Between 3* to 12 months	"x" Years @ Adjusted Salary	Current Salary - Adjusted Salary Maximum Deferred Salary 33% p.a.	Per annum
1 year	6 years @ 85.7% salary p.a.	14.28%	85.70%
1 year	4 years @ 80% salary p.a.	20%	80%
1 year	3 years @ 75% salary p.a.	25%	75%
*education leave only			

For example: Calculation based on annual salary of \$50,000. Adjusted Salary 4 years @ 80% would equal \$40,000. Deferred Salary per year would be \$10,000. The Leave Salary in year 5 would be \$40,000.

- 3.6 Payments to the Participant during the Deferred Salary Leave will be in equal amounts according to the Participant's regular pay schedule. All of the Deferred Salary will be paid to the Participant no later than the end of the first taxation year that commences after the end of the Deferral Period.
- 3.7 While the Participant is enrolled in the Plan, any applicable group employee benefits computed with reference to salary will be calculated according to the Current Salary.
- 3.8 The University will pay its share of applicable premiums for group employee benefits during the Deferral Period but not during the Deferred Salary Leave.
- 3.9 The University will maintain and continue to pay its share of applicable premiums for group employee benefits during the Deferred Salary Leave as if the Participant were on unpaid leave of absence, see Article 11.9 of the Agreement on Conditions and Terms of Employment.

- 3.10 During the Deferral Period, contributions to the pension plan will be based on 100 percent of full salary. During the Deferred Salary Leave, staff members will have the option of continuing to participate in the pension plan. Should they choose to do so, the same conditions as a leave of absence without salary will apply.
- 3.11 During the Deferred Salary Leave, the Participant may not receive additional remuneration from the University or from persons with whom the University does not deal at arm's length, other than the benefits in 3.9.
- 3.12 Interest paid to the Participant under the Plan will be considered employment income for the purposes of the Income Tax Act and will be reported on the Participant's T4 supplementary and shall be subject to tax withholdings.

SECTION 4 - TAKING THE DEFERRED LEAVE

- 4.1 The Deferred Salary Leave shall be in accordance with the Memorandum of Agreement signed between the University and the Participant.
- 4.2 At the option of the University, the commencement of the Deferred Leave of Absence may be delayed for up to one year due to unforeseen and extenuating circumstances. Notice of the delay must be given in writing by the University to the Participant no later than three (3) months before the Deferred Salary Leave is scheduled to begin. In no event will the start of the Deferred Salary Leave be postponed beyond six (6) years from the date of enrolment in the Plan.
- 4.3 At the option of the Participant, the Deferred Salary Leave may be delayed for up to one year due to unforeseen or extenuating circumstances (e.g. family or financial reasons). Notice of the delay must be given in writing to the University no later than three (3) months before the Deferred Salary Leave is schedule to begin.
- 4.4 Subject to the provisions of 5.2 and 5.3, the Deferred Salary Leave shall commence immediately following the period of Deferral of Salary.
- 4.5 During the Deferred Salary Leave, the Participant will be entitled to benefits as they would during an unpaid leave. The Participant will not accumulate vacation or sick leave reserve and will not be entitled to compassionate leave or statutory holidays. The Participant will not accumulate years of service used for calculating vacation entitlement, severance or salary increments during the Deferred Salary Leave.

SECTION 5 - SUSPENDING PARTICIPATION IN THE PLAN

- 5.1 The Participant must notify the University in writing to take maternity or parental leave while they are on the Deferred Salary Leave. Upon receiving approval the period of time requested for the maternity and/or parental leave may be taken during the Deferred Salary Leave. The absence from the workplace may then be extended by the length of the maternity and/or parental leave. During the maternity and/or parental leave the participant will have their Deferred Salary Leave payments suspended.
- 5.2 The Participant may on ONE occasion while he/she is participating in the Plan give three (3) months notice to the University stating that he/she wishes to suspend participation in the Plan for a period of up to twelve months as at the anniversary date of enrolment in the Plan which immediately follows such notice. In this case, the University will pay the Current Salary to the Participant as if he/she were not participating in the Plan for that period. The Deferred Salary shall continue to be held by the University until the Participant withdraws from the Plan or takes the Deferred Salary Leave.
- 5.3 Suspension of participation under 5.1 shall not change the year established for the Deferred Salary Leave, except with the permission of the University. In no event will the Deferral Period exceed six years from the date of enrolment.
- 5.4 The Participant's participation in the Plan shall be re-instated beginning on the first of the month which immediately follows the period for which his/her participation had been suspended.

SECTION 6 - WITHDRAWING FROM THE PLAN

- 6.1 A Participant who ceases to be employed by the University must withdraw from the Plan. Within thirty (30) days, the University shall pay to the Participant the Deferred Salary.
- 6.2 In the case of unforeseen and extenuating circumstances, such as financial hardship, and with the approval of the University, the Participant may withdraw from the Plan upon giving not less than three (3) months notice of intent to do so prior to the date established for the Deferred Salary Leave. Within thirty (30) days of such withdrawal, the University shall pay to the Participant the Deferred Salary plus interest.
- 6.3 In the event of the death of a Participant, the University shall pay the Deferred Salary to the Participant's estate, subject to the University's receiving the necessary clearances and proofs normally required for payments to estates. Payment is to be made within thirty (30) days upon receipt of such clearances and proofs.

SECTION 7 - RETURNING TO WORK FOLLOWING THE LEAVE OF ABSENCE

- 7.1 Following the Deferred Salary Leave, the Participant must resume employment with the University or with an employer that participated in the same or similar arrangement for a period of time not less than the duration of the Deferred Salary Leave.
- 7.2 If the participants position is terminated during the Deferred Salary Leave, notice as per Article 9 in the Agreement on Conditions and Terms of Employment will apply.

**UNIVERSITY OF BRITISH COLUMBIA
DEFERRED SALARY LEAVE PLAN**

Application Process

1. At least two months notice is required prior to the employee commencing the Plan.
2. Approval is required by the employee's unit Dean, Director or Department Head and the Associate Vice President, Human Resources or Director, Human Resources.
3. Human Resources is responsible for processing the appropriate documents required for the employee to commence on the Plan once approval is granted.

MEMORANDUM OF AGREEMENT

The undersigned have read and agree to the terms and conditions of the Deferred Salary Leave Plan.

The Deferral Period of the employee's enrolment in the Plan shall commence on

_____ and terminate on _____

The employee's Deferred Salary Leave will commence on _____ and

terminate on _____.

3. During the Deferral Period, the employee agrees to be paid at the rate of _____% of their annual salary.
4. During the Deferred Salary Leave, the employee agrees to be paid the deferred amount remaining, which shall be calculated in accordance with the terms and conditions of the Plan.
5. The employee agrees that during their Deferred Salary Leave they will be responsible for 100% of the premium costs associated with their participation in group benefits.

Participant

Date

Dean, Director or Department Head

Date

Associate Vice-President, Human Resources

Date

Document A – Classification Matrix & Salary Grid - Monthly

Effective: July 1, 2012				Accounting	Administration	Athletics & Recreation	Building Maintenance	Business Development	Business Operations Management	Clerk to Board or Senate	Conf, Accommm, Ceremonies & Events	Coop Education	Counsellors/Psychologists	Development Office	Editorial & Production Services	Educational Programming Facilities, Planning & Engineering	Genetic Counsellor	Graphic Design & Illustration	Health Safety & Environment	
Minimum	Midpoint	Maximum	Salary Grade	01	02	05	08	55	56	09	13	44	54	52	16	17	57	47	58	48
Monthly Salaries			Salary Grade																	
2,956.17	3,548.75	4,258.33	1																	
3,192.50	3,832.67	4,599.17	2			A								A						
3,448.00	4,139.25	4,967.08	3						A		A					A				
3,723.75	4,470.33	5,364.33	4		A				B		B									
4,021.75	4,827.92	5,793.50	5	A		A2	A		B2			A		B	A	B			A	A
4,343.42	5,214.17	6,256.92	6	B	B	B	B		C		C			C	B				B	B
4,690.92	5,631.42	6,757.58	7	C			C	A	D		D	B	A	D	B2			A	C	C
5,066.17	6,081.75	7,298.25	8	D	C		D	B	E	A	E		B	D2		C	A	B	D	C2
5,471.33	6,568.25	7,882.17	9		D		D2	C	F	A2		C	C	D3	C	C2	B			
5,727.58	7,159.58	8,949.42	10	E		C	E		G				D	E		D	C			C3
6,243.08	7,803.75	9,754.75	11	F	E		F	D		B	F			F		E	D			D
6,805.00	8,506.17	10,632.83	12	G	F		G	E	H				E		D		E			D2
7,417.42	9,271.83	11,589.75	13	H	G		H	F	I					G		F	F			
8,085.17	10,106.33	12,632.83	14	I	G2			G	I2						E		G			
8,812.83	11,015.75	13,769.75	15	J	G3	D		H	J					H			H			
9,605.83	12,007.33	15,009.17	16	K				I	K											

Effective: July 1, 2012

				Human Resources	Industry Liaison	Information Services	Information Systems & Technology	Institutional Analysis	Investment, Finance and Insurance	Marketing & Sales	Media Services	Museum	Nursing	Research and Facilitation	Residence Life Management	Scientific Engineering	Security	Statistical Analysis	Student Management	Supply Management	
Minimum	Midpoint	Maximum	Salary	30	59	23	12	24	53	27	46	11	29	37	35	39	43	40	61	34	
Monthly Salaries			Grade																		
2,956.17	3,548.75	4,258.33	1																		
3,192.50	3,832.67	4,599.17	2																		
3,448.00	4,139.25	4,967.08	3														A		A		
3,723.75	4,470.33	5,364.33	4	A			A	A		A				A		A			B		
4,021.75	4,827.92	5,793.50	5		A	A					A	A			A		B		C	A	
4,343.42	5,214.17	6,256.92	6	B			B		A	B	A2	B	A			B		A		B	
4,690.92	5,631.42	6,757.58	7	B2	B	B		B	B		B	C	B	B	B		B2	B	D		
5,066.17	6,081.75	7,298.25	8		C	C	C	C		B2		D	C	C		C		C	E	C	
5,471.33	6,568.25	7,882.17	9	C		C2	D	D	C	C	C	E		D	C	D	C	D	F		
5,727.58	7,159.58	8,949.42	10	D	D	D		E	D			F		E		E			G		
6,243.08	7,803.75	9,754.75	11	D2	E		E		E	D	D			F						D	
6,805.00	8,506.17	10,632.83	12	E	F	E	E2		F					G	D				H		
7,417.42	9,271.83	11,589.75	13	F	G		F		G								D			E	
8,085.17	10,106.33	12,632.83	14	G		F	G	F													
8,812.83	11,015.75	13,769.75	15	H			H		H												
9,605.83	12,007.33	15,009.17	16			G	I							H					I		

Document A – Classification Matrix & Salary Grid - Annual

Effective: July 1, 2012				Accounting	Administration	Athletics & Recreation	Building Maintenance	Business Development	Business Operations Management	Clerk to Board or Senate	Conf, Accom, Ceremonies & Events	Coop Education	Counsellors/Psychologists	Development Office	Editorial & Production Services	Educational Programming	Facilities, Planning & Engineering	Genetic Counsellor	Graphic Design & Illustration	Health Safety & Environment	
Minimum	Midpoint	Maximum	Salary Grade	01	02	05	08	55	56	09	13	44	54	52	16	17	57	47	58	48	
Annual Salaries			Salary Grade																		
35,474	42,585	51,100	1																		
38,310	45,992	55,190	2			A								A							
41,376	49,671	59,605	3						A		A					A					
44,685	53,644	64,372	4		A				B		B										
48,261	57,935	69,522	5	A		A2	A		B2			A		B	A	B				A	A
52,121	62,570	75,083	6	B	B	B	B		C		C			C	B					B	B
56,291	67,577	81,091	7	C			C	A	D		D	B	A	D	B2			A	C	C	
60,794	72,981	87,579	8	D	C		D	B	E	A	E		B	D2		C	A	B	D	C2	
65,656	78,819	94,586	9		D		D2	C	F	A2		C	C	D3	C	C2	B				
68,731	85,915	107,393	10	E		C	E		G				D	E		D	C				C3
74,917	93,645	117,057	11	F	E		F	D		B	F			F		E	D				D
81,660	102,074	127,594	12	G	F		G	E	H				E		D		E				D2
89,009	111,262	139,077	13	H	G		H	F	I					G		F	F				
97,022	121,276	151,594	14	I	G2			G	I2						E		G				
105,754	132,189	165,237	15	J	G3	D		H	J					H			H				
115,270	144,088	180,110	16	K				I	K												

Effective: July 1, 2012

Minimum	Midpoint	Maximum	Salary Grade	Human Resources	Industry Liaison	Information Services	Information Systems & Technology	Institutional Analysis	Investment, Finance and Insurance	Marketing & Sales	Media Services	Museum	Nursing	Research and Facilitation	Residence Life Management	Scientific Engineering	Security	Statistical Analysis	Student Management	Supply Management
35,474	42,585	51,100	1	30	59	23	12	24	53	27	46	11	29	37	35	39	43	40	61	34
38,310	45,992	55,190	2																	
41,376	49,671	59,605	3														A		A	
44,685	53,644	64,372	4	A			A	A		A				A		A			B	
48,261	57,935	69,522	5		A	A					A	A			A		B		C	A
52,121	62,570	75,083	6	B			B		A	B	A2	B	A			B		A		B
56,291	67,577	81,091	7	B2	B	B		B	B		B	C	B	B	B		B2	B	D	
60,794	72,981	87,579	8		C	C	C	C		B2		D	C	C		C		C	E	C
65,656	78,819	94,586	9	C		C2	D	D	C	C	C	E		D	C	D	C	D	F	
68,731	85,915	107,393	10	D	D	D		E	D			F		E		E			G	
74,917	93,645	117,057	11	D2	E		E		E	D	D			F						D
81,660	102,074	127,594	12	E	F	E	E2		F					G	D				H	
89,009	111,262	139,077	13	F	G		F		G								D			E
97,022	121,276	151,594	14	G		F	G	F												
105,754	132,189	165,237	15	H			H		H											
115,270	144,088	180,110	16			G	I							H					I	

Document A – Classification Matrix & Salary Grid - Monthly

Effective: July 1, 2013				Accounting	Administration	Athletics & Recreation	Building Maintenance	Business Development	Business Operations Management	Clerk to Board or Senate	Conf, Accom, Ceremonies & Events	Coop Education	Counsellors/Psychologists	Development Office	Editorial & Production Services	Educational Programming	Facilities, Planning & Engineering	Genetic Counsellor	Graphic Design & Illustration	Health Safety & Environment	
Minimum	Midpoint	Maximum	Salary Grade	01	02	05	08	55	56	09	13	44	54	52	16	17	57	47	58	48	
Monthly Salaries																					
3,015.25	3,619.75	4,343.50	1																		
3,256.33	3,909.33	4,691.17	2											A							
3,517.00	4,222.00	5,066.42	3						A		A					A					
3,798.25	4,559.75	5,471.58	4		A				B		B										
4,102.17	4,924.50	5,909.33	5	A		A	A		B2			A		B						A	A
4,430.25	5,318.42	6,382.08	6	B	B		B		C		C			C	A	B				B	
4,784.75	5,744.08	6,892.75	7	C		B	C	A			D	B	A	D	B			A	C	B	
5,167.50	6,203.42	7,444.25	8	D	C		D	B		A	E		B	D2	B2	C	A	B	D	C	
5,580.75	6,699.58	8,039.83	9		D		D2	C	D	A2				D3	C	C2	B				C2
5,842.17	7,302.75	9,128.42	10	E			E		E			C	C	E		D	C				C3
6,367.92	7,959.83	9,949.83	11	F	E	C	F	D	F	B	F		D	F		E	D				D
6,941.08	8,676.25	10,845.50	12	G	F		G	E	G				E		D		E				D2
7,565.75	9,457.25	11,821.58	13	H	G		H		H					G		F	F				
8,246.83	10,308.50	12,885.50	14	I	G2			F	I						E		G				
8,989.08	11,236.08	14,045.17	15	J	G3	D		G	I2					H			H				
9,797.92	12,247.50	15,309.33	16	K				H	J												

Effective: July 1, 2013

Minimum	Midpoint	Maximum	Salary Grade	30	59	23	12	24	53	27	46	11	29	37	35	39	43	40	61	34	
Monthly Salaries			Grade	Human Resources	Industry Liaison	Information Services	Information Systems & Technology	Institutional Analysis	Investment, Finance and Insurance	Marketing & Sales	Media Services	Museum	Nursing	Research and Facilitation	Residence Life Management	Scientific Engineering	Security	Statistical Analysis	Student Management	Supply Management	
3,015.25	3,619.75	4,343.50	1																		
3,256.33	3,909.33	4,691.17	2																		
3,517.00	4,222.00	5,066.42	3																	A	
3,798.25	4,559.75	5,471.58	4	A			A	A		A				A		A				B	
4,102.17	4,924.50	5,909.33	5		A	A					A	A			A					C	A
4,430.25	5,318.42	6,382.08	6	B			B		A		A2	B	A			B		A			B
4,784.75	5,744.08	6,892.75	7	B2	B	B		B	B	B	B	C	B	B	B		A	B	D		
5,167.50	6,203.42	7,444.25	8		C		C	C		B2		D	C	C		C	B	C	E	C	
5,580.75	6,699.58	8,039.83	9	C		C				C	C	E		D	C	D	B2	D	F		
5,842.17	7,302.75	9,128.42	10	D	D	C2	D	D	C			F		E		E	C		G		
6,367.92	7,959.83	9,949.83	11	D2	E	D	E	E	D	D	D										D
6,941.08	8,676.25	10,845.50	12	E	F	E	E2		E					F	D					H	
7,565.75	9,457.25	11,821.58	13	F	G		F		F					G			D				E
8,246.83	10,308.50	12,885.50	14	G		F	G	F	G												
8,989.08	11,236.08	14,045.17	15	H			H		H												
9,797.92	12,247.50	15,309.33	16			G	I							H						I	

Document A – Classification Matrix & Salary Grid – Annual

Effective: July 1, 2013				Accounting	Administration	Athletics & Recreation	Building Maintenance	Business Development	Business Operations Management	Clerk to Board or Senate	Conf, Accom, Ceremonies & Events	Coop Education	Counsellors/Psychologists	Development Office	Editorial & Production Services	Educational Programming	Facilities, Planning & Engineering	Genetic Counsellor	Graphic Design & Illustration	Health Safety & Environment	
Minimum	Midpoint	Maximum	Salary Grade	01	02	05	08	55	56	09	13	44	54	52	16	17	57	47	58	48	
Annual Salaries																					
36,183	43,437	52,122	1																		
39,076	46,912	56,294	2											A							
42,204	50,664	60,797	3						A		A					A					
45,579	54,717	65,659	4		A				B		B										
49,226	59,094	70,912	5	A		A	A		B2			A		B						A	A
53,163	63,821	76,585	6	B	B		B		C		C			C	A	B				B	
57,417	68,929	82,713	7	C		B	C	A			D	B	A	D	B			A	C	B	
62,010	74,441	89,331	8	D	C		D	B		A	E		B	D2	B2	C	A	B	D	C	
66,969	80,395	96,478	9		D		D2	C	D	A2				D3	C	C2	B			C2	
70,106	87,633	109,541	10	E			E		E			C	C	E		D	C			C3	
76,415	95,518	119,398	11	F	E	C	F	D	F	B	F		D	F		E	D			D	
83,293	104,115	130,146	12	G	F		G	E	G				E		D		E			D2	
90,789	113,487	141,859	13	H	G		H		H					G		F	F				
98,962	123,702	154,626	14	I	G2			F	I						E		G				
107,869	134,833	168,542	15	J	G3	D		G	I2					H			H				
117,575	146,970	183,712	16	K				H	J												

Effective: July 1, 2013

Minimum	Midpoint	Maximum	Salary Grade	Human Resources	Industry Liaison	Information Services	Information Systems & Technology	Institutional Analysis	Investment, Finance and Insurance	Marketing & Sales	Media Services	Museum	Nursing	Research and Facilitation	Residence Life Management	Scientific Engineering	Security	Statistical Analysis	Student Management	Supply Management	
				30	59	23	12	24	53	27	46	11	29	37	35	39	43	40	61	34	
36,183	43,437	52,122	1																		
39,076	46,912	56,294	2																		
42,204	50,664	60,797	3																	A	
45,579	54,717	65,659	4	A			A	A		A				A		A			B		
49,226	59,094	70,912	5		A	A					A	A			A				C	A	
53,163	63,821	76,585	6	B			B		A		A2	B	A			B		A		B	
57,417	68,929	82,713	7	B2	B	B		B	B	B	B	C	B	B	B		A	B	D		
62,010	74,441	89,331	8		C		C	C		B2		D	C	C		C	B	C	E	C	
66,969	80,395	96,478	9	C		C				C	C	E		D	C	D	B2	D	F		
70,106	87,633	109,541	10	D	D	C2	D	D	C			F		E		E	C		G		
76,415	95,518	119,398	11	D2	E	D	E	E	D	D	D										D
83,293	104,115	130,146	12	E	F	E	E2		E					F	D					H	
90,789	113,487	141,859	13	F	G		F		F					G				D			E
98,962	123,702	154,626	14	G		F	G	F	G												
107,869	134,833	168,542	15	H			H		H												
117,575	146,970	183,712	16			G	I							H						I	

Document B - Benefits

Please contact Human Resources or see the website for details on benefits available for M&P staff.

Document C - Comparator Organizations

Comparator organizations will be used to look at compensation packages as well as market value for individual positions. This would include organizations that we typically hire from or our staff transfer to, including educational organizations, as well as large, complex, public and private sector companies. Markets for different jobs may vary from local, regional or national companies and from institution-specific to open-market depending on whether it is a university-specific function (e.g. Admission Officers) or a general function (e.g. Human Resource Advisors).

The list of comparative organizations includes:

- a) Universities within B.C.:
 - Simon Fraser University
 - University of Victoria
 - University of Northern B.C.

- b) Large complex universities across Canada:
 - University of Alberta
 - McGill University
 - University of Toronto
 - Queen's University
 - University of Western Ontario
 - University of Calgary

- c) Large complex private sector organizations
 - Telus
 - Terasen
 - HSBC or Vancity
 - Finning International

- d) Large complex public sector organizations
 - BC Hydro
 - ICBC
 - Vancouver Coastal Health Authority
 - WCB
 - City of Vancouver

The Association of Administrative and Professional Staff (AAPS)
and
The University of British Columbia (UBC)

FRAMEWORK AGREEMENT

MARCH 3, 1995
AMENDED DECEMBER 1, 2000

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1.0 Vision

The University of British Columbia and the Association of Administrative and Professional Staff, having created a common vision of their relationship, will:

*Champion the vision together
Realize the vision together
Share the vision together*

The key elements of the vision are to:

- Develop a climate which values continuous improvement and fosters individual and University growth.
- Include assurance of respect, ethical values and participation.
- Fulfill the need for meaningful and equitable recognition of the contributions of Management and Professional staff.
- Flourish by integrating the experience of Management and Professional staff into the decision-making processes of the University of British Columbia.

We recognize that focusing on our vision will assist us in addressing differences in a constructive manner.

2.0 Interpretations

For the purpose of this Agreement:

AAPS means the Association of Administrative and Professional Staff of the University of British Columbia.

Consultation between AAPS and the University includes the following steps:

1. timely provision of sufficient information to allow AAPS to provide informed advice about proposed changes which may potentially affect the AAPS membership or organization;
2. a reasonable opportunity for AAPS to tender its opinions and advice;
3. consideration of the opinions and advice of AAPS;
4. provision of the final decision and a reasonable explanation to AAPS in a timely way.

Parties means the University of British Columbia and the Association of Administrative and Professional Staff.

University means the University of British Columbia.

3.0 Recognition

3.1 Purpose

The purpose of this Agreement is to establish a framework for discussing and formally negotiating the terms and conditions of employment of management and professional staff in a manner which exemplifies the vision shared by the University and AAPS.

3.2 Voluntary Relationship

AAPS and the University voluntarily enter into this Agreement.

3.3 Recognition of AAPS as Bargaining Agent

The University recognizes AAPS as the exclusive representative for all members as defined in Section 4.

3.4 Correspondence

All correspondence passing between the University and AAPS is addressed to the Associate Vice President of Human Resources and the President of AAPS, except for matters on which the Associate Vice President of Human Resources or the President of AAPS have made written delegation.

4.0 Scope of Bargaining Unit and Exclusions

Association Group Membership

AAPS represents all management and professional employees, except for the following excluded positions:

- i) those employees represented by other employee groups formally recognized by the University;
- ii) employees designated as Technicians and Research Assistants and excluded secretarial and clerical staff;
- iii) employees excluded based on organizational and conflict of interest considerations not to exceed 5% of the bargaining unit (see Schedule A).

The University agrees to provide written notification to AAPS, with reasons, in the event the University creates positions under paragraph (iii) above or discontinues positions listed on Schedule A.

Each January the University and AAPS shall meet to review the positions listed on Schedule A, together with any changes to it. In the event of disagreement, AAPS shall have the right to have the disagreement resolved in accordance with Article 7.7.

5.0 Deduction of Dues

Continuing membership in AAPS shall be a condition of employment for new Management and Professional employees and for members of AAPS. New employees will complete a written dues check-off request upon commencing employment. The University will deduct from the salary of all AAPS members the prevailing dues. The University will forward monthly the

collected dues to AAPS together with a list of members from whom AAPS deductions were taken unless requested by a member in writing to direct the dues to a recipient agreed upon annually by AAPS and the University.

6.0 Preservation of Rights and Practices

Subject to this Agreement and to the agreement “Terms and Conditions of Employment”, the University agrees not to change the rights or practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion without appropriate consultation and discussion with AAPS.

7.0 Negotiations

7.1 The Nature of the Negotiating Relationship

The negotiating relationship will be governed by those principles of a shared vision incorporated in the preamble of this Agreement. The negotiating goals of both parties include reaching an agreement that is wise, efficient and improves, or at least does not damage, the relationship between the parties. The features guiding the conduct of negotiations include:

- separating the people from the problem,
- inventing options for mutual gain,
- focusing on interests and not positions.

7.2 Scope of Negotiations

Items which are subject to negotiation between AAPS and the University include terms and conditions of employment such as salary adjustments, economic benefits (health and welfare benefits), vacation, tuition waivers, discipline, termination of employment, problem resolution mechanisms and procedures for such employment practices as job evaluation/classification and performance evaluation.

7.3 Information

Prior to negotiating on terms and conditions of employment with the University, AAPS may request information from the University it considers relevant, in particular the compensation profile of its membership, salary and benefit comparisons with other major employers and the University’s financial situation. The University will provide such information, subject to privacy and confidentiality constraints, within a reasonable period of time.

7.4 Facilitative Interventions

7.4 (A) Mediation Option

7.4.1 (A) General

The parties desire to achieve a negotiated agreement and negotiate in good faith with one another to do so. Should either party determine after a reasonable period of time that an agreement with respect to compensation matters cannot be achieved without assistance, the mechanism outlined in this section is available to assist the parties in attempting to achieve such an agreement.

7.4.2 (A) Selection of Mediator

At the written request of either party to the other, the parties together select a mediator within ten working days of receipt of the request. No mediator may be called upon to assist the parties in achieving an agreement until after the operating grant of the University has been made known to the University by the provincial government. Should the parties fail to agree upon a mediator within that time period, the Chief Justice of the Supreme Court of British Columbia is requested to make the selection.

7.4.3 (A) Submissions to Mediator

When the mediator is selected, each party prepares a written submission for the mediator. The written submission sets forth the matters between the parties and is submitted to the mediator within ten working days of his/her selection.

7.4.4 (A) Role of Mediator

Within ten working days of the receipt of the submissions, the mediator meets with the parties. At that time the mediator:

7.4.4.1 (A) where he/she believes that the parties should resume negotiations without his/her assistance, directs them to do so for such a period of time as he/she deems appropriate; or

7.4.4.2 (A) where he/she believes that his/her assistance is necessary to assist the parties in attempting to resolve the matters, attempts to mediate an agreement.

In the event the parties are unable to achieve an agreement as a result of negotiations pursuant to the mediator's direction under section 7.4.4.1, the mediator proceeds under section 7.4.4.2.

7.4.5 (A) Recommendations of Mediator

In the event the mediator is not successful in assisting the parties to reach an agreement he/she makes written recommendations to the parties on settlement. The mediator considers the financial position of the University in arriving at his/her recommendations. These recommendations are non-binding on the parties. They are submitted to AAPS for ratification and to the University for approval.

7.4.6 (A) Fees and Expenses of Mediator

Each party pays one-half (1/2) of the fees and expenses of the mediator.

7.4.7 (A) Further Meeting

In the event either party does not ratify or approve, as appropriate, the recommendations of the mediator, the parties meet for a further period of time not exceeding ten days, to attempt to reach an agreement. Such period of time does not exceed ten working days.

7.4.8 (A) President

In the event the parties are unable to reach an agreement under section 7.4.7, each party makes a written submission with respect to the matters, including a copy of the recommendations of the mediator, to the President within ten working days of their last communication under that

section. The President will recommend for approval a compensation package for members of the bargaining unit to the Board of Governors at the next meeting of the board.

7.4 (B) Fact Finder Option

7.4.1 (B) General

The parties desire to achieve a negotiated agreement and negotiate in good faith with one another to do so. Should either party determine after a reasonable period of time that an agreement with respect to compensation matters cannot be achieved without assistance, the mechanism outlined in this section is available to assist the parties in attempting to achieve such an agreement.

7.4.2 (B) Selection of Fact Finder

At the written request of either party to the other, the parties together select a fact finder. No fact finder may be called upon to assist the parties in achieving an agreement until after the operating grant of the University has been made known to the University by the provincial government. The fact finder is selected by the parties within ten working days of the date of receipt of the written request. Should the parties fail to agree upon a fact finder within that period of time, the Chief Justice of the Supreme Court of British Columbia is requested to make the selection.

7.4.3 (B) Submissions to Fact Finder

When the fact finder is selected, each party prepares a written submission for the fact finder. The written submission sets forth the matters between the parties and is submitted to the fact finder within ten working days of his/her selection.

7.4.4 (B) Role of Fact Finder

Within ten working days of the receipt of the submissions, the fact finder begins to assemble the facts. He/she meets separately with the parties. He/she may meet with any person or may have access to such documents (subject to claims of confidentiality) as he/she may deem appropriate to obtain the facts.

7.4.5 (B) Report of Fact Finder

Within thirty working days of his/her selection, the fact finder makes a written report to the parties on his/her findings of fact. The fact finder comments on the financial position of the University in his/her report.

7.4.6 (B) Fees and Expenses of Fact Finder

Each party pays one-half (1/2) of the fees and expenses of the fact finder.

7.4.7 (B) Further Meeting

Within ten working days of their receipt of the report of the fact finder, the parties meet for a further period of time to attempt to reach an agreement. Such a period of time does not exceed ten working days.

7.4.8 (B) President

In the event the parties are unable to reach an agreement under section 7.4.7, each party makes a written submission, including a copy of the report of the fact finder, to the President within ten

working days of their last communication under that section. The President will recommend for approval a compensation package for members of the bargaining unit to the Board of Governors at the next meeting of the Board.

7.4 (C) Compensation Guideline

The purpose of the compensation guideline is to attract and retain qualified individuals in the management and professional staff complement at a reasonable cost. The compensation guideline is that the University will, over time and within the limits of its financial position, endeavour to establish a compensation policy line for management and professional staff at the 50th percentile of a representative comparator market. The representative comparator market would be composed of an appropriate mix of comparable employers with comparable positions. Appropriate consideration will be given to specific job requirements, external and internal job values, recognition for individual performance and general market factors.

7.5 Prohibition of Strikes and Lockouts

The employees do not have the right to strike and the University does not have the right to lock employees out.

7.6 AAPS Representation Rights

Service to AAPS as outlined in this section is viewed as a contribution to the operation of the University and is therefore recognized in decisions such as promotion and merit increases.

7.6.1 Collective Bargaining

AAPS may name up to five members as its bargaining team. These members will be granted time off work with no loss of pay for the purpose of meeting with the University representatives in collective bargaining.

7.6.2 Other Representational Situations

AAPS will notify the University of members appointed to official AAPS positions on its Board, as its official representatives in rights matters and dispute resolution, or to University committees. These members are entitled to reasonable time off work without loss of pay in order to discharge responsibilities of these official positions.

The University will provide 50% release time for the President or designate of AAPS.

7.6.3 AAPS Business

AAPS may request through Human Resources that members be excused from work to attend meetings, training sessions and conferences at the initiative of AAPS. Accommodation agreeable to the department will be settled in advance of the events.

7.7 Grievances and Settlement of Disputes

7.7.1 Interests of Parties

The parties have a clear and direct interest in a procedure that provides for timely resolution in the event that their agreement is violated.

An effective procedure must emphasize:

- a problem solving approach,
- a means for interest reconciliation as close as possible to the point of origin,
- a mechanism for finality.

While individuals may initiate grievances, AAPS will decide whether to advance, settle or arbitrate them.

Time limits and other requirements for the performance of this grievance procedure may be extended/amended by mutual consent of the parties.

7.7.2 Definition

A grievance is a claim by AAPS or the University that there has been a violation of the collective agreement.

7.7.3 Informal Approach

Nothing in the following procedure precludes informal discussion of the parties leading to settlement of the grievance or seeking advice on issues arising at any stage of the procedure.

7.7.4 Step 1 - Formal Complaint to an Administrative Head of Unit

Within sixty days from the event about which a complaint is based or from the date of knowledge of the event, the grievor(s) discuss the grievance with the administrative head of the unit concerned. The grievor(s) shall have the right to have a representative from AAPS present at any meeting to discuss the grievance.

Discussion at this stage is without prejudice to later stages of the grievance procedure.

If a settlement is reached within twenty-eight days, the settlement will be written and signed by the head and grievor(s). The head must provide a copy of the settlement to AAPS. Settlements at this stage do not establish precedents for settlement of other complaints. Settlements must be consistent with Article 1.2.2 of the Agreement on Conditions and Terms of Employment.

7.7.5 Step 2 - Formal Complaint to a Vice President/Dean

If the grievance is not resolved within twenty-eight days of being raised with the head, and the grievor(s) and AAPS wish to pursue a resolution, AAPS shall write to the Vice President (Dean, if the unit is in a Faculty) or designate, within the next twenty-one days.

If requested, the Vice President/Dean or designate will meet with the grievor(s) accompanied by a representative of AAPS.

Within twenty-one days of having received the grievance in writing, the Vice President/Dean or designate will provide a written decision on the disposition of the grievance to the grievor(s) and AAPS, with a copy to the Associate Vice President, Human Resources.

7.7.6 Pre-Lawyer Entanglement Meeting

If AAPS wishes to pursue the grievance further, it notifies the Associate Vice President, Human Resources of its wish to invoke arbitration within twenty-eight days of receiving the decision in Step 2.

A meeting will be held of the parties within fourteen days of notification to review the case.

7.7.7 Step 3 – Arbitration

An arbitrator will be selected by mutual agreement of the parties. If the parties fail to agree on an arbitrator within fourteen days, the Chief Justice of the Supreme Court of British Columbia will be requested to make the selection.

The provisions of the Commercial Arbitration Act apply to an arbitration, with the exception of the provisions in the Act relating to costs.

Each party to the arbitration will be responsible for its own costs and will pay one half of the costs of the arbitrator and any shared arbitration expenses.

Recognizing the importance of timely decisions to the smooth operation of the University and to the grievor(s), the parties will attempt to set the arbitration dates as soon as possible. The arbitrator will render his/her decision within fourteen days of the end of the hearing. The arbitrator's decision will be final and binding on the parties. No arbitrator may amend a provision of the collective agreements.

7.7.8 Policy Grievances

A policy grievance is one involving a question of general application, administration, or interpretation of this Agreement, which would not properly be the subject of an individual or group grievance. Policy grievances start at Step 2, with notification to the Associate Vice President, Human Resources, in place of Dean or Vice President.

7.8 Information Sharing and Informal Problem-Solving

Both AAPS and the University value regular discussion to share information and to anticipate and resolve informally the problems facing them. The establishment of agenda and regularly scheduled, informal meetings is the joint responsibility of the President of AAPS and the Associate Vice President, Human Resources. No minutes are kept. To promote constructive communication, participants at these meetings serve renewable terms of one year.

8.0 Limitation of Agreement

8.1 Governance

The parties believe that the University policies and this Agreement are essentially compatible. However, should conflicts arise between University policies and the express provisions of the Agreement, the latter shall prevail. Nothing in this Agreement shall be taken to limit the powers of Senate, The Board of Governors, the President or other administrative officers in their responsibilities to manage the University and to direct its employees.

8.2 Amendments to the Framework Agreement

Amendments to this Agreement may be made at any time by agreement of the parties.

9.0 Duration and Continuation of Agreement

This agreement may be terminated after March 31, 1997 by either party by giving six months written notice to the other party to take effect on March 31 following.

10.0 Termination of Agreement

Recognition of AAPS and maintenance of this Agreement ceases if AAPS obtains certification under the provision of the Labour Relations Act of British Columbia.

MEMORANDUM OF AGREEMENT

On behalf of the Association of Administrative and Professional Staff and on behalf of the University of British Columbia the undersigned tentatively agree to the Framework Agreement and Letter of Agreement attached and unanimously recommend it for ratification to their members/principals.

For A.A.P.S.:

“J. Marples”
Justin Marples

“M. Broudo”
Marc Broudo

For the University

“F. Eastham”
Frank Eastham

“L. Nason”
Libby Nason

Date: March 3/95

LETTER OF AGREEMENT

Upon ratification of the attached Framework Agreement by both parties, the following will come into effect:

- The University will provide 50% release time for three members of AAPS as designated by the AAPS Executive Board for a period of one year.
- The University will pay to AAPS an amount equivalent to 60% of the salary of the current salary of the President of AAPS in recognition of the contribution this person has made in bargaining since 1992.
- The University agrees to maintain the severance practices currently in place (as attached) until ratification of an Agreement on Terms and Conditions of Employment for Management and Professional Staff.
- The University will grant time off for all Management and Professional Staff to attend information meetings conducted by AAPS. AAPS also has the right to contact M&P staff individually at work, by phone or in person, without reprisal to the M&P person concerned or to the AAPS representative. Concurrence from the administrative head of unit will be sought in advance if the meeting is during working hours. Any problems are to be referred to the Associate Vice President, Human Resources.
- The University will make best efforts to find office space for AAPS on campus. Rental for the space for the duration of this Framework Agreement will be at no cost, but all renovations and operating costs/services are the responsibility of AAPS. Determination of suitable rental fees will be the subject of future Framework Agreement negotiations.
- The President of the University will write to all administrative heads of unit explaining AAPS' role and indicating support for it. Further, senior university leadership members will attend a meeting called by AAPS to which all members of M&P staff will be invited.

For A.A.P.S.:

"J. Marples"
Justin Marples

For the University:

"F. Eastham"
Frank Eastham

Date: March 3/95

SCHEDULE A

Positions Excluded from the AAPS Bargaining Unit

UBC Vancouver	
Academic Finance & Strategy Director	Director, Robson Square
Access & Privacy Manager	Director, Security Services
Assistant to the President	Director, UBC Press
Assistant to the University Counsel	Director, University Industry Liaison
Assistant to the Vice President Academic & Provost	Director, University Relations
Assistant to the Vice President External & Legal Affairs	Director, VP Students Portfolio Initiatives
Assistant to the Vice President Students	Executive Director, Faculty Pension Plan
Associate Dean, Executive Education	Executive Director, Government Relations & Corporate Relations
Associate Director, Employee Relations	Executive Director, SDS
Associate Director, Budgeting	Executive Director, Staff Pension Plan
Associate Director, Management Reporting & Budgeting	Freedom of Information Specialist
Associate Director, Planning & Institutional Research	Human Resources Advisor
Associate Director, Strategic Initiatives	Human Resources Manager
Associate Vice President, Alumni	Legal Advisor
Associate Vice President, Continuing Studies	Legal Counsel
Associate Vice President, Development	Manager, Advisory Services
Associate Vice President, Enrolment & Academic Facilities	Manager, Compensation
Associate Vice President, Equity	Manager, Employee Relations
Associate Vice President, Government Relations	Manager, Workplace Health Services
Chief Communications Officer	Managing Director, Building Operations
Chief Risk Officer	Managing Director, Communications & Marketing
Communications Specialist, Human Resources	Managing Director, DAE Services
Comptroller	Managing Director, Infrastructure Development
Conflict of Interest Administrator	Managing Director, SHHS
Coordinator, President's Office	Managing Director, Student Services
Director, Academic Portfolio Initiatives	Managing Director, University Community Services
Director, Animal Care Services	Ombudsperson
Director, Athletics & Recreation	President's Liaison
Director, Budgets & Financial Reporting	Secretary to the Board
Director, Business Development and Operations	Senior Budget Analyst
Director, ERM & Continuity Planning	Senior Employee Relations Advisor
Director, Faculty Relations	Senior Finance Director (Medicine)
(Director, First Nations House of Learning)	Senior HR Associate
Director, Human Resources Advisory Services	Senior Manager, Health, Wellbeing & Benefits
Director, Human Resources Integrated Strategies	Senior Planning Analyst
Director, Human Resources Management Systems	Senior Speechwriter
Director, Human Resources Organizational Development & Learning	Special Advisor to the Director, PAIR
Director, Human Resources Total Compensation	Treasurer
Director, Intercultural Understanding Strategy Development	University Counsel
Director, Internal Audit	(Vice President, Finance, Resources & Operations)
Director, Liu Institute for Global Issues	Vice President, Human Resources
Director, NCE Administration	Vice President, Students
Director, Office of the President	
Director, Office of the Vice President Academic & Provost	
Director, Office of the Vice President Research	
Director, Office of VP	
Director, Parking & Access Control Services	
Director, Payment & Procurement Services	
Director, Planning & Institutional Research	
Director, Public Affairs	
Director, Research Services	

UBC Okanagan	
Associate Vice President, Learning Services Office	
Associate Vice President, Operations Office	
Associate Vice President, Students Office	
Chief Technology Officer	
Director, Academic Operations	
Director, Facilities Management	
Director, Human Resources, Employee Relations	
Director, Security & Parking	
Director, University Relations	
Employee Relations/Human Resources Advisor	
Human Resources Advisor	
Manager, ODL	

**(positions currently occupied by seconded members of faculty)
Current as of September 1, 2013**

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