



COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF BRITISH COLUMBIA

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local 2278

September 1, 2019 – August 31, 2022

**Those parts of the Agreement pertaining to
Teaching Assistants & Markers (Component I)**

**We acknowledge that UBC Vancouver is situated
on the traditional, ancestral, and
unceded territory of the Musqueam,
Squamish and Tsleil-Waututh peoples.**

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Part A: Master Agreement

Containing all Articles and Letters of Understanding and Agreement that apply to all members of the bargaining unit:

ARTICLE A 1 - PURPOSE

A 1.01

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

A 1.02

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

A 1.03

During the term of the Collective Agreement, the parties may mutually agree to changes that shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures. The mutually agreed changes must have signatures of the signing officers of both the University and the Union.

ARTICLE A 2 - UNION RECOGNITION

A 2.01

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

A 2.02 Exclusions

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

A 2.03 Work of the Bargaining Unit

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

A 2.04

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

ARTICLE A 3 - UNION DUES

A 3.01

Every employee in the bargaining unit shall complete a written dues check-off request upon commencing employment within the bargaining unit. Completed forms shall be sent to the Union within one (1) month of a new employee's start date. The Employer shall deduct and pay out of the salary due to the employee the appropriate initiation fees, union dues and assessments, as established by the Union.

A 3.02

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

A 3.03

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

A 3.04

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

As soon as possible thereafter, the Employer shall make the necessary adjustments and finalize the dues payment and report noted above.

A 3.05

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

A 3.06

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

A 3.07

Dues Deduction Form shall be consistent with the sample form set out in [Schedule A 1](#).

ARTICLE A 4 - INFORMATION TO BE PROVIDED

A 4.01 Information that the Employer Provides to the Union

The Employer agrees to provide the Union with a monthly listing, alphabetically by department and by classification of the names, departments, ranks and addresses of Bargaining Unit members. This list will also include the contact information the University has for each Union member. Home or personal telephone numbers and e-mail addresses obtained from this list will not be disclosed by the Union to, or used on the behalf of, any third party. The information is provided to the Union for the purpose of providing information to, and obtaining information from,

its members. The list shall be delivered to the Union electronically in a mutually agreed upon format.

- (a) The Employer shall provide the Union with the names, departments and phone numbers of the academic and/or administrative departmental contact for all members of the Bargaining Unit by October 31 each year.
- (b) The Employer shall continue to forward to the Union copies of the following reports, either electronically or in paper format, subject to mutually agreed upon changes from time to time:
 - ii) Confirmation of Changes;
 - iii) Student Appointment Teaching Assistants Union Eligibility Roster Sorted By Name;
 - (iii) Student Appointments by Name;
 - (iv) Student Appointment Teaching Assistants Union Eligibility Roster Sorted by Name in Department;
 - (v) Student Appointments by Department; and
 - (vi) CUPE 2278 Earnings and Dues.

A 4.02 Information that the Union Provides to the Employer

The Union shall provide the Employer with the name, department and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually by November 15 and such changes thereafter as they occur.

A 4.03 Information that the Employer Provides to Employees

- (a) The Employer agrees to inform all applicants for employment in the Bargaining Unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. This information shall be included in all offers of appointment.
- (b) The Employer also agrees to provide employees with a copy of the Collective Agreement, printed or electronically, prior to commencement of their employment. The cost of printing the Agreement shall be shared equally between the Employer and the Union. The number of copies printed will be determined through mutual agreement of the parties.
- (c) Forms notifying employees of the departmental orientation meeting shall be consistent with the sample form set out in [Schedule B 2](#).

A 4.04 Information that the Employer Provides to Academic Units

- (a) Prior to the commencement of the first day of work for employees for Term 1 of the Winter Session, Human Resources will provide a memorandum to Departments detailing the obligations of the Employer with respect to Articles [A 3.01](#) and [B 8.02](#) of the Collective Agreement. The memorandum may include other direction such as is appropriate at the time and will be copied to the Union.
- (b) Prior to the end of the Winter session, Human Resources will provide a memorandum to Departments highlighting the obligations of the Employer with respect to Articles [B 3](#) and [B 4](#) of the Collective Agreement. The memorandum may include other direction such as is appropriate at the time and will be copied to the Union.

ARTICLE A 5 - UNION FACILITIES

A 5.01 Bulletin Boards

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

A 5.02 Campus Mail

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

A 5.03 Room Bookings

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

A 5.04 Computing Facilities

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

ARTICLE A 6 - MANAGEMENT RIGHTS

A 6.01

Except as set out in the terms of this Agreement, all matters concerning the operations of the Employer shall be reserved to the University. The University shall exercise its management right in a reasonable, non-discriminatory, and good faith manner.

ARTICLE A 7 - NO DISCRIMINATION

A 7.01

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in **their** employment by reason of the following: age, race, colour, **ancestry, place of origin, political belief, religion, sex, sexual orientation, gender identity or expression, marital status, family status, physical or mental disability, or criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person. Nor shall there be any discrimination on the basis of** membership, office, non-membership or activity in any political, religious, labour, **or academic** organization.

A 7.02

The provisions of Article A 7.01 shall not apply with respect to discrimination based on bona fide occupational requirements.

A 7.03

Article A 7.01 shall not be interpreted to allow an employee to undertake any political, religious or labour activity during the performance of **their** duties as a Teaching Assistant, Tutor, Marker or English as an Additional Language Instructors.

A 7.04

The Employer shall not discriminate financially against any person because of **their** employment within this bargaining unit.

A 7.05

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

A 7.06

- (a) The Union and the Employer recognize the right of bargaining unit members to work in an environment free from personal harassment and the harassment outlined in Article A 7.06 (b).

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

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

A 7.07

Any threat to harm an employee's academic standing or performance that is intended to prevent an employee from exercising **their** rights as provided for in this Agreement is a form of personal harassment. Employees have recourse to the grievance procedure to prevent such threats of academic harm from continuing.

A 7.08 Whistleblower Protection

See University Policy – Whistleblowers.

A 7.09 Accommodation

In circumstances where a member of the bargaining unit may be unable to perform the regular duties of their position due to a mental or physical disability supported by appropriate medical documentation, the University and the Union and the affected employee shall meet to discuss and to consider options with respect to the accommodation of the employee.

The parties agree to work together to consider how the employee's disability can best be accommodated. The affected employee shall participate and cooperate fully in this process.

The University, the Union, and the affected employee shall share with each other all information relevant to the accommodation of the affected employee, including medical information pertaining to the employee's disability, information regarding the requirements/duties of the employee's position. Medical information obtained through the process shall only be shared as required to facilitate the accommodation. Except where necessary, departments shall only receive information about how to accommodate the employee.

The parties agree that they will make best efforts to accommodate disabled employees, including a consideration of whether they can be accommodated within their current position with appropriate and reasonable modification of duties, work schedule, equipment, and training.

Any accommodation considered under this Article shall, at a minimum, meet the legal obligations placed on all parties by the *Human Rights Code*; and, where such accommodations exceed any legal obligation, they will be considered without prejudice and without precedent. The provisions of this Article do not place any obligation on employees, the Union, or the University that exceeds those set out under the *Human Rights Code*.

ARTICLE A 8 - LABOUR MANAGEMENT RELATIONS

A 8.01

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

A 8.02

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of two or more representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the Union and/or the Employer with respect to its discussions and conclusions, and shall not have the power to modify the terms of this Agreement. Such meetings shall be held at a mutually agreeable time upon the request of either party. Meetings shall be scheduled within ten (10) working days of the request, or as soon thereafter as is reasonable. Agenda items will be exchanged five (5) days prior to the meeting

A 8.03

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

A 8.04

Representatives of the Union shall have the right to attend meetings between the Employer and the Union held within working hours without loss of pay. The number of representatives of the Union shall not exceed three (3) for Component I (Teaching Assistants, Tutors and Markers) and three (3) for Component II (English as an Additional Language Instructors).

ARTICLE A 9 – UNION REPRESENTATIVES

A 9.01 Recognition of Union Stewards, Representatives and Grievance Committee

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

A 9.02 Permission to Leave Work

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

ARTICLE A 10 - DISCIPLINE

A 10.01 Right to Union Representation

Expressions of dissatisfaction which may lead to discipline shall be discussed in a meeting between the Head of the Department or designate (Dean or designate in non-departmentalized Faculties) and the employee. The employee shall be advised that a Steward or other Union

representative may be present. A Steward or other Union representative will be present if the employee so requests.

A 10.02 Formal Reprimand

A formal reprimand is a written expression of dissatisfaction with some aspect of the employee's performance of duties and is considered formal discipline. Where appropriate, a Department may clarify expectations in advance of issuing formal discipline.

Remarks, suggestions, or comments, formal or informal, designed to correct or improve non-culpable performance are not disciplinary in nature.

A 10.03 Discipline and Discharge

An employee may be suspended or discharged for just cause.

A 10.04 Union Notification

The Union will be copied on any letter of discipline.

A 10.05 Access to the Grievance Procedure

Any discipline issued by the University may be grieved by the Union. With the exception of formal reprimands, grievances arising from the imposition of discipline shall be commenced at [Step 3](#) of the grievance procedure.

A 10.06 Burden of Proof

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

A 10.07 Unjust Suspension or Discharge

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

ARTICLE A 11 - GRIEVANCES

A 11.01 Definition of a Grievance

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

The Union and University agree that the purpose of a grievance and the grievance procedure is to facilitate dispute resolution and that all parties undertake to engage the process with the good faith intention of resolving disputes.

A 11.02 Union Grievances

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

A 11.03 University Grievances

Appropriately designated representatives of the University's Department of Human Resources shall have the authority to initiate University grievances. At all times, Human Resources shall own the grievance. All University grievances shall commence at [Step 3](#) of the Grievance Procedure.

A 11.04 Grievance Procedure

Except as otherwise set out in this Article, or as limited by [Article A 10.05](#), any complaint shall first be taken up verbally with the parties. Failing settlement of the complaint, it shall be taken up as a grievance according to the following procedure:

(a) Step 1

The grievance shall be stated in writing and shall be submitted to the Department Head with a copy to the Supervisor. The written grievance shall provide:

- (i) a description of the grievance and the incident(s) from which the grievance arose. ^[1]_[SEP]
- (ii) the suggested remedy. ^[1]_[SEP]

The Department Head shall meet with the employee within five (5) working days; the employee may be accompanied by a Steward or another Union representative. The Department Head may be accompanied by another member of the Department and a representative of Human Resources.

Following the grievance meeting, the University shall have a maximum of five (5) working days in which to present a written reply to the grievor(s) with a copy to the Union. Failing settlement, the grievance shall proceed to the next step within a maximum of five (5) working days of the University's reply.

For non-departmentalized Faculties, a grievance may commence at Step 2 of the grievance procedure.

(b) Step 2

Step 2 shall commence upon written presentation of the grievance to the Dean of the Faculty, or designate. The Dean shall meet with the grievor(s), and the Steward (or other Union representative) in an effort to resolve the grievance. The Dean or designate may be accompanied by another member of the Faculty and a representative of Human Resources. Within five (5) days of the grievance meeting, the University shall deliver a written reply to the grievor, with a copy to the Union. Failing settlement, the grievance may be processed to the next step within ten (10) working days following either receipt of the written response or expiry of the above time limit, whichever comes first.

(c) Step 3

Step 3 shall commence upon written presentation of the grievance to the Department of Human Resources. The parties shall have ten (10) working days in which to meet and attempt to resolve the grievance. If the grievance cannot be resolved, a formal written reply to the grievance is required. The matter may be referred to arbitration under [Article A 12](#) within thirty (30) days of a formal reply.

A 11.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such dispute or grievance shall be initiated at Step 3. A grievance involving health or safety may be initiated at Step 3.

A 11.06 Employees May be Present

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

A 11.07 Step 3 Disclosure

To the extent that the Step 3 grievance is particularized, the parties shall endeavor to exchange relevant information prior to the grievance meeting. The intent of this proposal is to enable the Union to adequately represent its members and the University to appropriately represent its

interests. It is agreed that this provision is not intended to compel exhaustive or complete disclosure and that it does not place a burden on either party that would result in significant or unreasonable delay in the grievance process.

A 11.08 Time Limits

The time limits contained within this Article are considered directory, not preemptory. For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent shall be given in writing.

A 11.09 Technical Objections

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

ARTICLE A 12 - ARBITRATION

A 12.01 Single Arbitrator

An Arbitrator shall hear an unresolved grievance. The parties will agree on a single arbitrator.

A 12.02 Decision of the Arbitrator

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

A 12.03 Decision of the Arbitrator

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

A 12.04 Disagreement on Decision

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

A 12.05 Expenses of the Arbitrator

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

A 12.06 Amending of Time Limits

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

A 12.07

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

ARTICLE A 13 - TECHNOLOGICAL CHANGE

A 13.01 Definition

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

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

A 13.02

If the technological change referred to in A 13.01 is likely to affect the terms and conditions of employment of a significant number of employees to whom the Collective Agreement then in force applies, the Employer shall give sixty (60) days written notice to the Union of its intention to introduce such change. Written notice shall contain the following information:

- (a) The nature of the technological change;
- (b) The date on which the Employer proposes to effect the technological change;
- (c) The approximate number of employees likely to be affected by the technological change and their employment categories.

The Employer further agrees to discuss it with the Union representatives on the Labour/Management Committee with a view to minimizing the effect on employees in the bargaining unit.

A 13.03

The provision of A 13.02 shall not apply if the change is beyond the control of the Employer. It is agreed that changes occasioned by reduction in government funding or by significant reductions in enrollment shall be construed as being beyond the control of the Employer.

A 13.04

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

ARTICLE A 14 – HOLIDAYS

A 14.01 Holidays

No employee shall be required to work on any of the following 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

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

ARTICLE A 15 - PICKET LINES

A 15.01

The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross a picket line within the meaning of the Labour Code of British Columbia. However, if such

refusal results in the employee not being able to perform the employee's duties, **they** may immediately be taken off the payroll until once again able to perform the normal duties of the position.

A 15.02

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

ARTICLE A 16 - HEALTH AND SAFETY

A 16.01 Cooperation on Safety

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

A 16.02 Safety Committee

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

A 16.03 Proper Training

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

A 16.04

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

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

A 16.05

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

A 16.06

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

A 16.07 Transportation of Accident Victims

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

A 16.08

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

ARTICLE A 17 - GENERAL CONDITIONS

A 17.01

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

A 17.02

The Employer shall ensure that an employee shall have access to a mailbox located within the department of **their** employment.

A 17.03

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

ARTICLE A 18 - CORRESPONDENCE

A 18.01

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

A 18.02

Article A 18.01 shall not preclude communication between officials of the Employer and officials of the Union. However, neither the Employer nor the Union shall be bound to positions not set out in correspondence according to Article A 18.01.

ARTICLE A 19 - EMPLOYEE RECORDS

A 19.01 Employee Files

- (a) An employment file for each employee shall be maintained in each Department, School or Faculty where a member of the Bargaining Unit is employed. The employment file will be separate from any file of the academic record of the employee as a student. The employment file will include applications for positions, reprimands (including the employee's response, if any), any correspondence with the employee or matters relating to the employment relationship.
- (b) An employee shall have the right to inspect **their** employment file upon three (3) working days written notice to the Department Head or designate. At the request of the employee,

copies of any material in the employee's file shall be provided at the employee's expense. In addition, the employee shall have the right to respond to any document contained therein. Such reply shall become part of the employee's file.

- (c) The Employer agrees not to introduce as evidence in any hearing any documents, from any file of an employee, the existence of which the employee was unaware at the time of filing.

A 19.02 Performance Evaluation

If a performance evaluation is prepared, whether at the request of the Employer or the employee, it shall be dated and a copy provided to the employee within five (5) working days. A copy will be placed on the employee's file.

ARTICLE A 20 - INDEMNITY

A 20.01

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

A 20.02

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

ARTICLE A 21 - TERM OF AGREEMENT

A 21.01

This Agreement shall continue in full force and effect from September 1, 2019 until August 31, 2022. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement (August 31, 2022) notify the other party, in writing, of its desire to negotiate a new or revised Collective Agreement.

A 21.02

Failing agreement by August 31, 2022, this Agreement will continue in force until:

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

ARTICLE A 22 - INTERPRETATION AND DEFINITIONS

A 22.01 Supervisor

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

A 22.02 Working Days

For the purposes of Articles A 8, A 11, A 12, A 19, B 2, B 3, B 6, C 1, C 5 and C 9, working days shall mean Monday to Friday inclusive, excluding those days described in [A 14](#) (Holidays).

A 22.03 Reappointment

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

A 22.04 Department

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

A 22.05 Pool of Preferred Candidates (Pool)

Each department shall develop a Pool of preferred candidates for positions in the bargaining unit from applications submitted in accordance with [Article B 3.02 \(c\)](#). This shall be known as the Pool. Preferred candidates are those who have taught previously, submitted applications and meet the criteria for reappointment (including not having exceeded time limits for preference for reappointment).

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

A 22.06 Teaching Assistant

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

SCHEDULE A 1 – DUES DEDUCTION FORM

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

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

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

Department/Faculty

Name of Employee

Date

Home Telephone Number (optional)

E-Mail Address

Signature of employee

LETTER OF UNDERSTANDING A 1 - RE: EXPEDITED ARBITRATION

The parties agree to the following terms for dispute resolution through referral to Expedited Arbitration:

1. The parties shall determine, by mutual agreement, those grievances suitable for Expedited Arbitration.
2. Those grievances agreed to be suitable for the Expedited Arbitration shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. The parties will each prepare and submit to the Arbitrator a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
5. The parties may make oral submissions, but each party's submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.
6. Prior to rendering a decision, the Arbitrator may:
 - (a) require the production of documents **they** deem relevant to the grievance;
 - (b) examine any witnesses **they** deem relevant to the grievance; **and/or**,
 - (c) assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The Arbitrator shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that **they** consider reasonable, just and equitable in the circumstances.
8. The decision of the Arbitrator may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.
9. All decisions of the Arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
10. The parties shall equally share the costs of the fees and expenses of the Arbitrator
11. The Arbitrator shall be chosen by agreement between the parties. Failing agreement, the arbitrator shall be Vince Ready, Mark Brown, Corinn Bell, Julie Nichols, Ken Saunders, or Michael Fleming based on availability.

For the University:

"Mike Vizsolyi"

Date: November 24, 2020

For the Union:

"David Huxtable"

December 4, 2020

Part B: Component 1 – Teaching Assistants

Containing all Articles and Letters of Understanding and Agreement that apply to members of the bargaining unit employed as Teaching Assistants, Tutors, and Markers:

ARTICLE B 1 - ACADEMIC AND EMPLOYMENT RELATIONSHIPS

B 1.01

The parties recognize that the employment and student relationships between the University and Teaching Assistants are separate and distinct. Except as otherwise noted in this Agreement, academic standing and academic performance are not considered relevant to the employment relationship.

It is agreed that the Collective Agreement has no bearing on matters of academic discipline or academic standing. It is further agreed that issues respecting academic discipline or academic standing involving members of the bargaining unit shall be dealt with through the University's established processes for such matters as they apply to all students.

ARTICLE B 2 - JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES

B 2.01 Job Descriptions

Each department shall prepare detailed job descriptions which outline the general nature of duties for all positions for which the Union is the bargaining agent in that department. The Department will send copies of these job descriptions to the Union. In the event of a substantive change in the duties outlined in the description, such change shall be posted in accordance with [Article B 3.02](#) and a copy of the change sent to the Union office. The Union will have the right to present written objection to any new or revised job descriptions within thirty (30) working days after receipt. If such an objection is received the Employer agrees to review the job description. The Union will have the right to attend such a special meeting of review.

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

Departments may combine these job descriptions with the job postings outlined in [Article B 3.02](#).

B 2.02 Allocation of Hours

When assigning the duties in accordance with Articles [B 2.04](#) and [B 3.04](#) for a specific position within a job description, the hours applicable to each component of the duties will be allocated in writing, **through the completion of the form in [Schedule B 3](#) or an equivalent method of documenting the allocation of hours that contains, at a minimum, the information prescribed by Schedule B 3.** All applicable component duties, such as lecture attendance, laboratory or tutorial responsibilities, marking and grading, invigilation, planning meetings, student consultation, training and other substantive duties **must** be discussed **between the Supervisor and the employee prior to [B 2.02 Allocation of Hours](#) finalizing the allocation of hours.**

With respect to scheduling of vacations, if responsibilities are anticipated to extend into the period between December 24 and January 1, this must be discussed, and an alternate allocation for vacation hours than that specified in [Article B 5.01](#), must be made. Departments shall use the form attached as [Schedule B 3](#) or an equivalent method of documenting the assignment of duties.

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

B 2.03

Failing agreement in the review meetings mentioned in Articles B 2.01 and B 2.02 above, either Party may take the matter up at Step III of the Grievance Procedure.

B 2.04 Duties

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

B 2.05 Departmental Review

In each academic term, the Union may select up to three (3) departments for a review of appointment forms, job descriptions, offer letters, **confirmation of any training/orientation completed**, and [allocation of hours forms](#). The Union will advise the University of any such request by the end of the first (1st) month of the term. The University shall provide the requested documentation within four (4) weeks of the request.

ARTICLE B 3 - JOB POSTINGS, APPOINTMENTS, AND RESIGNATION

B 3.01 Definition of Candidates

- (a) **Appointment**
Students of the University shall be eligible for appointment as a Teaching Assistant. The University will consider qualifications relevant to the position available in determining eligibility for appointment as a Teaching Assistant. Appointments may also be subject to budgetary considerations.
- (b) **Reappointment**
Eligibility for reappointment as a Teaching Assistant will be as identified in Article B 3.01(a) and will require: satisfactory performance as a Teaching Assistant. If no written performance evaluation has been prepared in accordance with [Article A 19.02](#), reappointment shall not be denied; and,
- (c) **Preferred Candidates**
Subject to Article B 3.01(b), Teaching Assistants eligible for reappointment shall be considered preferred candidates and provided preference for reappointment as set out in this Article.
 - (i) Subject to maintaining full-time status, a graduate student shall have preference for consecutive appointments on the following basis:
 - 1. preference for a student enrolled in a Masters' program shall be for two (2) teaching years commencing with the start date of their Masters' program;
 - 2. preference for a student enrolled in a doctoral program shall be for five (5) teaching years commencing with the start date of their doctoral program; and,
 - 3. a student who transfers from a Masters' to a doctoral program shall have preference for five (5) teaching years as a doctoral student.
 - (ii) An employee on a research leave, engaged in field work, or on an approved leave of absence may place their preference for reappointment on hold for up to one (1) year.
 - (iii) An employee's eligibility for reappointment as a preferred candidate shall not be impacted by the operation of the University's Minimum Funding Policy for Ph.D. students or any funding guarantee contained within a graduate student offer letter. Additional funding sources may be considered in circumstances where there are more preferred candidates than available Teaching Assistant positions.

- (iv) The preference described above shall not apply when an employee declines an offer of appointment to a position that they have applied for, except as set out in [Article B 3.01\(c\)\(i\)](#).
- (v) A full-time graduate student who has exhausted their preference under [B 3.01\(c\)](#) remains eligible for appointment as a Teaching Assistant. Teaching Assistants who are appointed in this fashion do not have continued preferential rights for reappointment

B 3.02 Job Postings

- (a) Descriptions of all anticipated positions within the Bargaining Unit prepared in accordance with [Article B 2.01](#) shall be posted on Departmental (or Faculty in Non-departmental Faculties) bulletin boards, web sites, **or otherwise communicated** by March 31 for anticipated positions in the following **Winter Session**. Upon request by employees, a listing of all anticipated positions shall be sent to them if they normally work away from the Point Grey campus of UBC. **Where positions are posted through closed systems such as bulletin boards or email lists, the Department shall send a copy of such postings to the Union office.**
- (b) These postings shall also include: an estimate of the number of positions available in the course, current salary, application procedures, the location of application forms, deadline for application and **an employment equity statement consistent with the University's Employment Equity Policy.**
- (c) The following process shall be followed for expected vacancies for the ensuing Teaching Year (defined as the period from September 1 through the following August 31):
 - (i) Members of the Bargaining Unit shall have until April 30 to submit an application. The application form shall permit an applicant to express a preference among descriptions posted.
 - (ii) The Department shall develop a pool of preferred candidates for positions in the Bargaining Unit from the applications submitted in accordance with [Article B 3.01\(c\)](#) above. Preferred candidates entering the pool will be determined in accordance with [Article B 3.01](#). No applicant shall be granted preference for more than one (1) full teaching assistantship or its equivalent (384 hours) in any Teaching Year. The Department shall send a copy of this pool to the Union.
 - (iii) Subsequent to April 30, an employee who attains preference by holding a teaching assistantship in the Summer Session shall be included in the preferred candidate list for the following Winter Session, but will exercise that preference only once all other preferred candidates have been placed.
- (d) The provisions of this article shall apply to anticipated vacancies, which are subject to financing, for positions within the Bargaining Unit during the Summer Session with the exception of deadlines. Descriptions of anticipated positions shall be posted by March 15 for the following Summer Session. Members of the Bargaining Unit shall have ten (10) working days from the date of posting to submit an application. Applications submitted after this period may not be considered.
- (e) In the event that unanticipated positions become available during the Winter Session, positions must be posted within the department for ten (10) days if the position becomes available before September 1 or January 1. Such positions will be posted with as much notice as possible in the event they become available after these dates. The procedures

outlined in Article B 3.02(c)(i) and B 3.02(c)(iii) shall apply. This provision shall not be used to circumvent the normal posting procedure outlined in Article B 3.02.

B 3.03 Job Selection

- (a) Offers of appointment will be made to preferred candidates before applicants who are not preferred. Subject to qualifications and budgetary considerations, the Department will offer a preferred candidate an appointment of at least the same percentage of a full teaching assistantship as that preferred candidate's appointment in the previous Teaching Year. A preferred candidate will be given preference for an appointment of equivalent or greater size over an applicant who is not preferred. Upon request, reasons for non-appointment will be given in writing to **those** bargaining unit members who are not offered an appointment.
- (b) Employees who have exhausted their preference for reappointment as outlined in Article B 3.03 (a) above may still be reappointed but only after all preferred candidates have been offered an appointment.
- (c) Undergraduate Teaching Assistants who have previously held an appointment as a UTA will be considered for consecutive appointments as an undergraduate Teaching Assistant not to exceed two (2) years before new undergraduate hires.
- (d) Offers of appointment for the Winter Session shall be made by August 7. Members of the bargaining unit to whom an appointment has been offered will accept or decline the offer at the earliest possible date, normally no later than ten (10) working days from the date of the offer.

B 3.04 Appointment Term

- (a) Appointment as a Teaching Assistant shall be for one term of the Winter Session (i.e., for four months: September 1 to December 31 or January 1 to April 30), for the entire Winter Session (September 1 to April 30), or for one or more terms of the Summer Session. Appointments shall be classified as per [Schedule B 1](#).
- (b) When an appointment as a Teaching Assistant starts before the September 1 start date in Article B 3.04(a) and continues into the Winter Session, the Teaching Assistant will be paid at the rate of pay for the upcoming Winter Session. It is recognized that these appointments will be in the areas where studies begin in August.
- (c) Where the University determines that the scheduling period for final exams shall require marking or invigilation to occur after April 30, the following additional terms shall apply:
 - (i) The Union and University agree that appointments may be extended beyond April 30 for the purposes of marking and/or invigilating Winter Session examinations.
 - (ii) The University confirms that all marking and/or invigilation that occurs after April 30 is paid work and shall be remunerated accordingly.
 - (iii) The University and Union agree that such work that occurs after April 30 is voluntary and that Union members cannot be compelled to extend their appointments.

B 3.05 Assignment

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

weeks prior to the commencement of the session and one (1) week after the commencement of the session, respectively.

B 3.06 Resignation

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

ARTICLE B 4 – HOURS AND SCHEDULING AND RESCHEDULING OF WORK

B 4.01 Hours of Work

- (a) A full Teaching Assistantship involves an average of twelve (12) hours per week for the Winter Session (September 1 to April 30), for a total of 384 hours. The average applies to exclusive quadruples of adjacent months, commencing in September (September - October - November - December, January - February - March - April). For the purposes of Articles B 3 and B 4 a Teaching Assistantship that exceeds 384 hours by up to sixteen (16) hours in total may be considered a full Teaching Assistant assignment.
- (b) The salary for a partial Teaching Assistantship shall be calculated on a pro rata basis, and shall accrue vacation pay in accordance with Article [B 7.01\(c\)](#).
- (c) A full Teaching Assistantship as defined in (a) above may be compressed into a shorter time period by mutual agreement between the Head or designate (Dean in non-departmentalized Faculties) and the employee. The employee may bring a Steward or other Union representative to any such discussion. A Steward or other Union representative will be present if the employee so requests. The Union shall be informed in writing of such agreements.
- (d) Except as set out at the time of offer, a teaching Assistant shall not be required to work more than twenty-four (24) hours in any given week. It is agreed that the employee and their immediate Supervisor have a mutual responsibility to ensure that the hours of work as defined in this Article are not exceeded.
- (e) When a member of the Bargaining Unit is offered a position, **they** shall indicate accurately the nature of the position(s) **they** already **hold** for the same appointment period to ensure that appropriate hourly limits are not exceeded.
- (f) Authorized hours worked in excess of those agreed to under Article B 4.01(a) shall be paid for at the pro rata hourly rate. Such hours shall be mutually agreed upon by the employee and the Supervisor and shall be authorized in writing by the Supervisor, and Head or Dean. Payment for all hours worked shall be included on the employee's Statement of Earnings.
- (g) Except as set out in [Article B 3.04\(c\)](#) when a Teaching Assistant, filling an appointment that commences prior to September 1 and/or extends beyond the April 30th end date in [Article B 4.01 \(a\)](#) above, be paid the current rate of pay of **their** appointment on an hourly basis. All such hours are to be considered excess to the full Teaching Assistantship referenced in Article B 4.01(a).
- (h) Any scheduled teaching duties, online or in person, outside of the hours of 7:30 a.m. to 8:00 p.m. are contingent upon the advance consent of the employee. In the event that a Teaching Assistant is assigned to a course that includes evening classes that end at 8:00 p.m. or later, the employee may be scheduled for teaching duties up to sixty (60) minutes after the end of the scheduled class.

B 4.02

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

B 4.03

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

B 4.04

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

B 4.05

The Employer shall not require that an employee's work schedule conflict with **their** scheduled course work.

B 4.06

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

B 4.07

The Employer shall make every reasonable effort not to reschedule work in such a way that an employee must accept a reduced workload, resign or be dismissed.

ARTICLE B 5 - VACATIONS

B 5.01 Vacations

It is agreed that the salary set out in [Schedule B 1](#) includes 4% vacation pay. Vacations shall be taken as time off with pay as scheduled by the Supervisor during the term of the appointment. In allocating the employee's hours of work under [Article B 4](#), sixteen (16) hours [based on a full Teaching Assistantship as defined in [Article B 4.01\(a\)](#)] will be scheduled as vacation, which will normally be scheduled between December 24 and January 1. Vacation for an employee working less than a full Teaching Assistantship will be scheduled during the term of the appointment on a pro rata basis.

ARTICLE B 6 - LEAVE

B 6.01

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

B 6.02 Short Term Leave

- (a) An employee may arrange, subject to Supervisor's approval, to exchange duties with another employee or arrange substitution for short periods without prejudice to future reassignment or reappointment.
- (b) If any employee cannot arrange to exchange duties with another employee or arrange substitution as per Article B 6.02 (a), the employee can make a written application for leave of absence without pay to their supervisor. Leave shall not be unreasonably denied or prejudice future assignment or reappointment. If a short term leave request is denied, the employee may request written reasons for the denial. Written reasons shall be provided within two (2) weeks of the request.

B 6.03 Compassionate Leave

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

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

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

In special circumstances, **including the death of a family member not listed above**, an employee may be granted further leave without loss of pay.

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

B 6.04 Paid Jury or Court Witness Duty Leave

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

B 6.05 Maternity/Parental Leave

- (a) In case of pregnancy or adoption, the employee shall be granted leave of absence without pay in accordance with the Maternity and/or Parental Leave provisions of the *Employment Standards Act* of British Columbia or to the end of **their** appointment, whichever occurs first. Upon return to work the employee may be placed in **their** original assignment or reassigned within the terms of **their** appointment. An employee's preference for reappointment pursuant to [Article B 3.01\(b\)](#) shall not be affected by a leave under this provision.
- (b) A fund will be created to assist employees experiencing financial hardship associated with the birth or imminent birth of a child. The Employer shall pay the Union the sum of \$25,000 in each year, commencing April 1, 2007. The monies shall be paid by April 30 of each year, for use in the upcoming academic year.

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

- (c) Except as noted below, the provisions of the [Letter of Agreement re: Maternity/Parental Leave](#) apply provided the employee is eligible for Employment Insurance benefits solely on the basis of **their** employment with the University. The Plan B benefit described in the Letter of Agreement shall only apply for the period of leave described above. Paragraph (7) is subject to the provisions of [Article B 3](#).

B 6.06 Sick Leave

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

- (a) Sick leave may not be extended beyond the period of the existing appointment.
- (b) Employees appointed to a full teaching assistantship of 384 hours ([Article B 4.01](#)) shall be granted 12 hours of paid sick leave credits per term. Unused sick leave credits may be

banked into subsequent terms. Accumulated sick leave banks shall not exceed twenty-four (24) hours. **Employees who access their sick leave credits within the first four (4) weeks of the term shall not receive payment until they return to work unless they have an accrued sick leave balance carried over from previous appointments.**

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

- (c) Provided it is established that absence is due to sickness or injury as described above, an employee will receive pay for such time lost to the extent of the credits earned. An employee may be required to furnish a medical certificate in support of such a claim for payment.
- (d) To qualify for paid sick leave an employee must, unless unable due to extreme circumstances, notify **their** Supervisor as early as possible, particularly where student contact is involved.
- (e) **Sickness or Injury of Dependents**
Employees who have dependents may use up to a maximum of half of their sick leave credits in an academic term to deal with the sicknesses or injuries of such dependents.

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent for purposes of this Article B 6.06(e) if they are related to the employee by blood, marriage or adoption, or, as common-law spouse or same sex partner, are living in a marriage-like relationship with the employee.

B 6.07 Long Term Leave

Any employee who declines a reappointment as a Teaching Assistant in order to interrupt **their** program of graduate study for a period not to exceed one (1) year will not jeopardize **their** consideration for reappointment under [Article B 3.03](#).

B 6.08 Leave of Absence for Union Business

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

B 6.09 Statutory Leave

This article recognizes the statutory obligations of the University and the Union to provide unpaid leaves to employees for situations not described in any other provision of the Collective Agreement.

Examples of such Statutory Leaves include:

- Family Responsibility Leave;
- Reservist Leave;
- Compassionate Care Leave

Where an employee qualifies for a leave under these, or any other statutory provision that obligates the University to provide leave the following general provisions apply:

- The employee must comply with the notice provisions of the Statutory Leave;
- Unless required by statute all leaves shall be unpaid;

- Unless seniority treatment is specified in the leave provision, an employee shall have their seniority maintained throughout the leave.

The specific provisions of a Statutory Leave will be considered read into this Article and the Collective Agreement for each specific instance of Statutory Leave.

B 6.10 Academic Conference Leave

An employee who has been invited to participate as a discussant or presenter at a relevant academic conference shall be entitled to request Short Term Leave pursuant to [Article B 6.02](#). Leave requests will not be unreasonably denied. Confirmation from the conference organizers of the employee's participation in the program shall be required upon request.

B 6.11 Comprehensive Exams

An employee shall be entitled to request up to three (3) days of unpaid leave immediately prior to a dissertation or thesis defence, or comprehensive exam. Any request must provide two (2) weeks' notice. Leave requests will not be unreasonably denied.

B 6.12 Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child or dependent person under their care being a victim of domestic violence, the employee shall be granted up to five (5) days' leave with pay per calendar year. Such leave may be taken intermittently or in one continuous period. For clarity, the University will provide leave consistent with the applicable legislation and, in special circumstances, an employee may be granted further leave without loss of pay or benefits.

ARTICLE B 7 - PAYMENT OF SALARY AND ALLOWANCES

B 7.01

- (a) The salary for a full Teaching Assistantship identified in Schedule B 1 shall be paid in arrears in sixteen (16) semi-monthly installments, commencing in September. For appointments of less than a full Winter Session, the same principle of semi-monthly payments shall apply on a pro rata basis.
- (b) Notwithstanding Article B 7.01(a), it is recognized that certain transactional appointments may be paid hourly. Examples of such appointments include: markers, additional hours under [B 4.01\(e\)](#) and [B 4.01\(f\)](#), and appointments of less than forty-eight (48) hours within a four (4) week period.
- (c) For employees paid hourly, pay does not include vacation pay which is to be provided in paid time off. Where paid time off is not provided, vacation shall be paid as additional pay in lieu, and may be provided on each payroll deposit or at the end of the term.

B 7.02

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

B 7.03

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

B 7.04 Health, Wellbeing, and Hardship Fund

The Employer shall pay the Union the sum of 2% of the Component I payroll, in each year of the Collective Agreement. The Employer shall schedule this payment on March 01 of each year, to be paid by March 15 of each year.

The Union will apply these monies to the health care or personal financial hardship of Component 1 members.

To determine the amount of money owing to the Union, the Employer shall calculate the payroll utilizing the 12-month period of March 01 to the last day of February preceding March 01 of each year.

ARTICLE B 8 – TRAINING AND EMPLOYEE INPUT

B 8.01

Each department shall prepare a training program for all new employees appropriate to the work expected of the employees. Attendance at training sessions shall be deemed to be time worked. See also [Article A 16.03](#).

B 8.02 Induction/Orientation

- (a) **By the eighth (8th) week of employment for the first term of the Winter Session, the Employer shall arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties), as per [Schedule B 2](#). During this meeting, time shall be provided for a representative of the Union to discuss the function of the Union.**
- (b) **Where an induction/orientation meeting is not held in the first term of the Winter Session, or where new members of the Bargaining Unit are hired for the second term of the Winter Session, the induction/orientation meeting shall be held by the eighth (8th) week of the second term of the Winter Session.**
- (c) **Departments which handle orientation on an individual basis will inform the Union and the Union may then arrange its own meeting and the Department will distribute to all employees in the Department written notices provided by the Union of any union-organized orientation meeting.**
- (d) **Departments that hire new members of the Bargaining Unit for the Summer Session shall hold an induction/orientation meeting of all members of the Bargaining Unit between the first (1st) and fourth (4th) week of the appropriate Summer Session Term.**
- (e) **Forms notifying employees of the departmental orientation meeting shall be consistent with the sample form set out in [Schedule B 2](#).**

B 8.03

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

SCHEDULE B 1 – WAGES AND CLASSIFICATIONS

(a) Salaries

A full Teaching Assistantship in the Winter Session involves 384 hours of work including time off for vacations. The salary for employees appointed for a session who work less than 384 hours, and for employees appointed for one term of the Winter Session or for a Summer Session is calculated on a pro rata basis (refer to [Articles B 4.01](#) and [B 5.01](#)).

Copies of current and updated salary scales reflecting all increases shall be available on the UBC Human Resources website at:

<http://www.hr.ubc.ca/compensation/salary-administration/salary-scales/>

Printed copies may be obtained from CUPE 2278, UBC Human Resources, or the Manager of the Department or Unit.

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

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

EFFECTIVE DATES

Classification	Sept 1 2019	Sept 1 2020	Sept 1 2021
S.T.A	\$13,872.32	\$14,149.76	\$14,432.72
G.T.A. I	\$12,964.64	\$13,223.92	\$13,488.40
G.T.A. II	\$12,475.44	\$12,724.96	\$12,979.44
U.T.A. I	\$6,969.60	\$7,805.92	\$8,742.64
U.T.A. II	\$6,222.80	\$6,969.52	\$7,805.84
Marker	\$5,970.08	\$6,089.52	\$6,211.28

The following changes to classifications take effect September 1, 2020.

(b) Classifications

(i) Senior Teaching Assistant (STA):

A Senior TA is a graduate student who is registered in a masters' or doctoral program at the University of British Columbia and is **either**

1. required by the University to perform lead hand duties as a Teaching Assistant. These duties typically include coordinating other Teaching Assistants and providing guidance, technical knowledge, and subject matter expertise to other Teaching Assistants. **Or,**
2. working in a role as outlined in ([LOA B10](#)), and meets the qualifications outlined in (LOA B10).

(ii) Graduate Teaching Assistant 1 (GTA 1)

A G.T.A. I is a graduate student who has completed two (2) years' service as a graduate student teaching assistant.

- (iii) Graduate Teaching Assistant 2 (GTA 2)

A GTA 2 is a graduate student with less than two (2) years' service as a graduate student teaching assistant.
 - (iv) Undergraduate Teaching Assistant 1 (UTA 1)

A UTA 1 is an undergraduate student who is registered in a bachelors degree program at the University of British Columbia who is required to perform Teaching Assistant Duties with substantial student contact.
 - (v) Undergraduate Teaching Assistant 2 (UTA 2)

A UTA 2 is an undergraduate student who is registered in a bachelors degree program at the University of British Columbia who performs Teaching Assistant duties without substantial student contact.
 - (vi) Marker

A Marker is an employee appointed to a position which involves only marking without substantial student contact.
- (c) "Substantial student contact" within the Classifications are those duties which involve direct interaction with students on more than an incidental basis. These duties typically include providing classroom teaching, conducting tutorial sessions, providing feedback on assignments and exams, holding office hours, or demonstrating procedures to students.
- "Substantial student contact" does not include duties such as setting up labs, demonstrations, or classrooms; administrative duties; or class or material preparation notwithstanding that incidental or transactional contact with students may occur.

SCHEDULE B 2 – NOTICE OF MEETING

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

NOTICE OF MEETING

In accordance with [Article B 8.02](#) of the Collective Agreement between the University of British Columbia and the Teaching Assistants' Union, the Employer shall arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties). All members of the bargaining unit are expected to attend. During this meeting, time shall be provided for a representative of the Union to discuss the function of the Union, expectations, responsibilities and duties of teaching assistants and markers as well as their rights as members of the Union.

Date of Meeting: _____

Time of Meeting: _____

Location of Meeting: _____

SCHEDULE B 3 – ALLOCATION OF HOURS FORM

Pursuant to [Article B 2.02](#) this form documents the allocation of hours anticipated to be assigned to the Teaching Assistant (“TA”) for the duties itemized below. Both the instructor and TA should keep a copy of the completed form for their own records.

The purpose of this form is to help both the TA and instructor allot adequate time for the duties of the TA. It is a tool to help plan the term and should facilitate discussion between the TA and instructor. It will also delineate reasonable expectations for the course. This form recognizes that courses can evolve over the length of a term and supports ongoing discussion between the instructor and the TA as to the ongoing allocation of hours.

Department: _____ Vantage College (Yes/No): _____

Name of TA: _____

Name of Instructor and/or Supervisor in Charge: _____

Course(s): _____

Term and year: _____

Total hours: _____

The Allocation of Hours form shall, to the extent foreseeable, set out the percentage of time, or expected hours, to be attributed to the following classes of Teaching Assistant activities:

- (i) Teaching (lab, lecture, tutorials, field trips)
- (ii) Assisting Instructor (lab, lecture, tutorial, including attending lectures)
- (iii) Instructional Team Meetings, Class Prep and Training
- (iv) Grading, Critique, Evaluation (exams, assignments, performances)
- (v) Course Admin Duties (managing online resources, entering, collating grades)
- (vi) Student Meetings (office hours, e-mail/discussion boards)
- (vii) Curriculum Development (Senior TA roles)
- (viii) Other substantive duties
- (ix) Final exam invigilation
- (x) Union Orientation
- (xi) Vacation Time

Assigned Duty	Hours Allocated	Assigned Duty	Hours Allocated
Union Orientation ¹		Safety Training	
Teaching (lab, lecture, tutorials, field trips)		Assisting Instructors (including attending lectures)	
Instructional Team Meetings, Class Prep and Training		Grading, Critique, Evaluation	
Course Admin Duties		Student Meetings	
Curriculum Development (Senior TA only)		Other Substantive Duties	
Final Exam Invigilation		Vacation Time (4.17%) ²	

¹ Mandatory as per [Article B 8.02](#)

² Mandatory as per [Article B 5.01](#)

LETTER OF UNDERSTANDING B 1 RE: REQUIRED SERVICE

The Union and University agree that the Departments listed within this Letter of Understanding shall be allowed to make Teaching Assistant appointments mandatory for graduate students as follows:

1. It is understood that the degree program requirements in the Department include service as a Teaching Assistant.
2. It is understood that this service requirement must be considered when making appointments under [Article B 3](#) of the Collective Agreement.

Departments requiring mandatory Teaching Assistant appointments pursuant to this Letter of Understanding are:

- Biochemistry and Molecular Biology
- Microbiology and Immunology

For the University:

"Mike Vizsolyi"

Date: November 24, 2020

For the Union:

"David Huxtable"

December 4, 2020

**LETTER OF UNDERSTANDING B 2
RE: ELECTRICAL ENGINEERING**

It is agreed that, in the Department of Electrical Engineering, there can be a combined Winter Session/Summer Session teaching assistant appointment and job posting. Such an appointment and posting will otherwise conform to the conditions set out in [Article B 3](#) of the Collective Agreement.

For the University:

For the Union:

"Mike Vizsolyi"

"Peter Lane"

Date: June 24, 2015

**LETTER OF UNDERSTANDING B 3
RE: FOUNDATIONS PROGRAM (ARTS, DEAN'S OFFICE)**

The Parties agree that the **Indigenous** Foundations Program will be considered a Department for purposes of the Collective Agreement and without limiting the generality of the foregoing, for the purposes of [Article B 3](#).

For the University:

For the Union:

"Mike Vizsolyi"

"David Huxtable"

Date: November 24, 2020

December 4, 2020

**LETTER OF UNDERSTANDING B 4
RE: EXCHANGE STUDENTS IN THE DEPARTMENT OF FRENCH, HISPANIC
& ITALIAN STUDIES**

It is agreed that when a graduate student exchange takes place in the Department of French, Hispanic and Italian Studies that the exchange student shall be granted a teaching assistant appointment equivalent to that currently held by the U.B.C. student. All the conditions of [Article B 3](#) will apply including preference for reappointment. In any case, no member of the bargaining unit will be denied an appointment as a result of the exchange. The U.B.C. exchange student will be guaranteed an appointment equal to or greater than **their** appointment in the bargaining unit.

For the University:

For the Union:

"Mike Vizsolyi"

"David Huxtable"

Date: November 24, 2020

December 4, 2020

LETTER OF UNDERSTANDING B 6

RE: INTERDISCIPLINARY PROGRAMS

In an effort to encourage hiring of **interdisciplinary, multidisciplinary, and trans-disciplinary** students, Departments are not required to guarantee future positions to these students once they are hired.

The specific programs covered by this Letter of Understanding are:

- Interdisciplinary Studies Graduate Program
- Bioinformatics
- Cell and Developmental Biology
- Genetics Graduate Program
- Genome Science & Technology
- Interdisciplinary Oncology
- Neuroscience
- Sustainable Building Science Program

Students in these programs shall not be considered a Preferred Candidate as set out in [Article B 3](#).

For the University:

"Mike Vizsolyi"

Date: February 26, 2020

For the Union:

"Peter Lane"

February 26, 2020

LETTER OF UNDERSTANDING B 8

RE: HOURLY VS SALARY PAY

Where departments have historically paid Teaching Assistants hourly where the Union raises concerns that such pay may not be consistent with [Article B 7.01](#), the parties agree:

1. that there will be no expansion of current practice respecting payroll treatment;
2. that the parties will meet with each affected department to discuss the implementation of salary treatment for Teaching Assistants;
3. that, until an implementation plan is agreed, departments shall be able to continue with the status quo; and,
4. that bona fide considerations of the affected departments for continuing the current practice shall be considered in any implementation agreement and that the basis for the application of such considerations shall be reasonableness.

Should the parties be unable to agree on an implementation plan, the matter may be referred to expedited arbitration under [Letter of Understanding A 1](#).

For the University:

“Mike Vizsolyi”

For the Union:

“David Huxtable”

Date: May 4, 2021

**LETTER OF AGREEMENT B 9
RE: UNDERGRADUATE TEACHING ASSISTANTS**

In recognition of the wage rate inequity that applies to the Undergraduate Teaching Assistant ("UTA") positions as compared to Graduate Teaching Assistants, the University will provide wage adjustments for UTA supported through Service Improvement Allocation funding and changes to the classification of other positions within the Teaching Assistant hierarchy. The adjustments will be made effective September 1, 2020 and September 1, 2021 in the amount of 10% each year for UTAs.

For the University:

"Mike Vizsolyi"

Date: March 29, 2020

For the Union:

"David Huxtable"

March 29, 2020

**LETTER OF AGREEMENT B 10
RE: SENIOR TEACHING ASSISTANTS**

In order to improve service delivery to students through a focus on teaching quality, the parties agree to revise the Senior Teaching Assistant (“STA”) classification to expand eligibility for an STA role to those employees that have substantial teaching experience, evidence of professional development, or achievement as a TA. The types of experience would include one or more of the following:

1. Have engaged in professional development activities to improve teaching quality beyond the standard training for a class, department or program. This may include leading and facilitating standard TA training as opposed to participating in such training.
2. Have engaged in and applied pedagogical research related to teaching and teaching quality to the class or course.
3. Have, under the direct mentorship of the supervisor, developed/modified/delivered new curricular material such as lectures, worksheets, labs or discussion group topics.
4. Other evidence of a focus on teaching quality could include being nominated for or awarded teaching prizes (e.g. Killam graduate student awards).

The types of duties of an STA could include:

1. Engaging in and applying pedagogical research related to teaching and teaching quality that makes a substantial contribution to the class or course.
2. Under the direct mentorship of the supervisor, will develop/modify/deliver new curricular material such as lectures, worksheets, labs or discussion group topics.
3. Participate in training other TAs within a course.

As an appointment to a Senior Teaching Assistant position reflects work performed, preference under [Article B 3](#) does not apply. A Senior Teaching Assistant retains preference as a Graduate Teaching Assistant 1 or Graduate Teaching Assistant 2.

For the University:

For the Union:

"Mike Vizsolyi"

"David Huxtable"

Date: March 29, 2020

March 29, 2020

LETTER OF AGREEMENT B 11
RE: ARTICLE B 6.05 MATERNITY LEAVE/ PARENTAL LEAVE

At the option of the employee, during the term of this Collective Agreement, the following procedure shall apply.

The employee shall opt for the benefit described in Article B 6.05 or the Supplemental Employment Benefit (SEB) described below, but not both:

- (1) The object of the SEB is to supplement employment insurance (EI) benefits during a period of unemployment due to pregnancy.
- (2) The benefit level paid under the SEB is 95% of the employee's regular weekly earnings; the Employer will pay the difference between 95% of the employee's regular weekly earnings and the amount of EI benefits received by the employee.

In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed 95% of the employee's regular weekly earnings.
- (3) During the maternity leave, the SEB benefit will be paid for a total of seventeen (17) weeks for pregnancy [fifteen (15) weeks plus the two (2) week EI waiting period].
- (4) Employees must prove that they have applied for and are in receipt of EI benefits in order to receive payment under SEB. The Employer will verify the receipt of EI benefits by requiring the employees to submit EI statements.
- (5) Employees do not have the right to SEB payments except for supplementation of EI benefits for the unemployment period as specified above.
- (6) Notwithstanding the provisions of Articles A 1.01 and A 2.04, the employee shall make a written agreement with the Employer on a form (a copy of which is attached and forms part of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - (A) Subject to the provisions of Article B 3, the employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.
 - (B) The employee shall agree to repay to the Employer the gross benefit paid to the employee during the first two (2) weeks of the maternity or parental leave for adoption and the gross benefit difference which was paid to the employee for balance of the maternity or parental leave for adoption, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.
- (7) If the employee refuses to make an agreement under (6) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Article B 6.05 shall apply.

IN ACCORDANCE WITH THE LETTER OF AGREEMENT
ARTICLE D6.04 – MATERNITY/ADOPTION LEAVE

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

I agree that 95% of my maternity leave salary differential be paid to me during my leave of absence and the remaining 5% of my maternity leave salary differential be paid to me upon my return to work, rather than after completing six (6) months service following my leave of absence, and I agree to return to work and remain at work for a minimum of six (6) months. If I return on a part-time basis, I agree to fulfill the full-time equivalent ("FTE") of 6 months work in order to retain the SEB payments I received. Should I fail to return to work, or having returned to work, should I fail to complete six (6) months of service (or the FTE in the case of part time work), or if I resign, or if I am dismissed for just cause within six months of my return to work, or having returned to part-time work I am dismissed for just cause before I complete the FTE of 6 months work, I agree to repay the university the net salary received for the first two (2) weeks of maternity/adoption leave including my share of the premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated. I understand that if I do not make the required repayment, I may be subject to legal action initiated by the University to regain such payments. If I receive notice from the University subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received.

For the University:

For the Union:

Mike Vizsolyi

David Huxtable

Date

Date