

**Collective  
Agreement  
Between**

**ubcfa** UNIVERSITY OF BRITISH COLUMBIA  
FACULTY ASSOCIATION

**And**



**Effective:  
July 1, 2019 to  
June 30, 2022**

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## **UNION / MANAGEMENT RELATIONS**

### **ARTICLE 1: PURPOSE AND UNION RECOGNITION**

#### **1.01 Purpose**

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the UBC Faculty Association and its Employees represented by the Union so that efficient Employer operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to Employees within the scope of the bargaining unit.

#### **1.02 Union Recognition**

The UBC Faculty Association recognizes British Columbia Union Workers' Union (BCUWU) as the sole and exclusive bargaining agent for all Employees of the UBC Faculty Association.

#### **1.03 Union Membership**

It is agreed that all Employees shall maintain membership in BCUWU as a condition of employment. All new Employees shall become members of BCUWU on the first (1st) day of the month following the initial date of employment. Failure to obtain membership in BCUWU will constitute cause for dismissal.

#### **1.04 Union Representation**

- a) The Union will notify the Employer in writing of the names of its representatives, including elected officers, negotiating committee members and stewards.
- b) The Employer shall recognize the representatives elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against such representatives for carrying out their duties as Union representatives.
- c) The representatives of the Union shall have, on approval of the Employer, a reasonable amount of time to contact their members at their place of employment on matters respecting this Agreement or its administration without loss of pay.
- d) The representatives of the Union shall have the right to represent members, investigate, process and present grievances in accordance with the provisions of Article 7. Such representation shall be without loss of pay upon approval of the Employer.
- e) Any Employee, including BCUWU stewards or designates, may apply in writing to the Employer for short term unpaid leaves of absence for attendance at union business.

The Employee will give reasonable notice, which will be at least fourteen (14) days.

The Employer will make every reasonable effort to accommodate such leave and shall grant it subject to the ability to maintain the operational needs of the Association.

With the exception of Employees elected to the Provincial Executive Board, the Employer is not required to grant more than twenty (20) days leave of absence in total per calendar year under this provision.

An Employee elected to the Provincial Executive Board may request unpaid leaves of more than twenty (20) days per calendar year. In such cases, the Employer will make every reasonable effort to grant the requested leave, and, except where the Employee's absence will significantly limit the operational capabilities of the Employer, the leave will be granted.

### **1.05 Union-Reimbursed Unpaid Leaves**

When instructed in advance by the Union of its intention to reimburse the Association for an Employee's unpaid leave, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within thirty (30) days for the cost of salary and benefits assigned to the leave.

### **1.06 Bargaining Unit Work & Contracting Out**

The Employer will notify the Union of their intention to have work performed by external contractors and will, emergencies excepted, afford the Union the opportunity to review it with the Employer prior to a final decision being made by the Employer.

### **1.07 Future Legislative Changes**

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 will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either party.

### **1.08 No Other Agreements**

No Employee will 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 2: UNION DUES**

### **2.01 Dues Check-off**

The Union, on behalf of all Employees within the bargaining unit, authorizes the Employer through its paymaster to deduct and pay out the appropriate initiation fees, union dues, and assessments, as established by the Union from the wages and/or salary due to the Employees.

## **2.02 Forwarding Dues**

Deductions will 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 the amount of earnings and dues deducted.

## **2.03 T4s**

The Employer will indicate the monthly deduction of dues on each Employee's pay notification and will report on the Employee's T4 slip the total union dues deducted during the previous year by the time required by the Income Tax Act of Canada and its regulations.

## **ARTICLE 3: UNION FACILITIES**

### **Bulletin Board**

The Employer will provide space on a bulletin board where members of the bargaining unit are employed and such space will be designated as BCUWU space. The Union will have the exclusive right to use this space to convey information to Employees.

## **ARTICLE 4: MANAGEMENT RIGHTS**

### **4.01**

The right to manage operations and to direct employees is retained exclusively by the Employer except as this Agreement otherwise specifies.

### **4.02**

In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably and in good faith.

## **ARTICLE 5: DISCRIMINATION, HARASSMENT, AND EMPLOYMENT EQUITY**

### **5.01 Discrimination Defined**

- a) The Parties agree to abide by the Human Rights Act of British Columbia, its spirit, and intent, as it relates to employment of members of the bargaining unit.
- b) The Employer and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in the Employee's employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the Employee, or because that Employee has been convicted of a criminal or summary conviction offence that is unrelated to the Employee's employment, or by reason of any other prohibited grounds contained in the British Columbia

Human Rights Act, nor by reason of membership in a trade union. It is understood that “personnel benefit programs” may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

### **5.02 Sexual and Personal Harassment**

- a) The Employer and the Union recognize the right of bargaining unit members to work in an environment free from sexual and personal harassment.
- b) Any harassment complaint involving a member of the bargaining unit will be dealt with in a manner consistent with the provisions of the Collective Agreement. Complaints may be pursued through the grievance procedure or any applicable policy or legislation.

### **5.03 Employment Equity**

- a) The Employer and the Union hereby acknowledge, recognize and support employment equity. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.
- b) The Employer and the Union acknowledge that where targeted hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

## **ARTICLE 6: LABOUR MANAGEMENT RELATIONS**

### **6.01 Labour Management**

- a) The Parties shall establish a Labour-Management Committee, pursuant to Section 53 of the BC Labour Code, composed of no more than three (3) representatives of the Union, and no more than three (3) representatives of the Employer.
- b) The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The Committee shall not discuss grievances or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.
- c) Employees represented by the Union will have the right at any time to have the assistance of representatives of the Union or any other advisors to the Union when dealing or negotiating with the Employer.
- d) Employees representing the Union will have the right to attend meetings between the Employer and the Union held within working hours without loss of pay.

## **6.02 Collective Bargaining**

- a) For the purposes of negotiations, the number of representatives will not exceed four (4) from the Union and no more than four (4) representatives of the Employer.
- b) Negotiations shall be scheduled by mutual consent, respecting the need to effectively staff the office. Up to two (2) Employees representing the Union will have the right to attend negotiation sessions between the Employer and the Union held within working hours without loss of pay. In the event that more than two (2) Employees attend a negotiation session during working hours, the Union shall inform the Employer of which two (2) Employees will not suffer loss of pay.

## **6.03 Mid-term modifications to Collective Agreement**

The Parties recognize that, during the life of the Agreement, either party may wish to propose modifications or additions to the Agreement. In the event of either party and/or its agent wishing to meet with the negotiating committee of the other party for such a purpose, the meeting shall be held at a time and place fixed by mutual agreement provided that such meeting is held not later than fourteen (14) calendar days after submission of the call to meeting.

## **ARTICLE 7: COMPLAINTS AND GRIEVANCES**

### **7.01 Definition of a Grievance**

A grievance will 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.

### **7.02 Union May Institute Grievance**

The Union and its representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees, and to seek resolution with the Employer in the manner provided in the grievance procedure.

### **7.03 Policy Grievance**

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

### **7.04 Carrying Out Duties**

The Employer agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an Employee, whether as a Grievor, witness, or Union representative who is required to be absent from work will suffer no loss of pay and benefits to which the Employee would otherwise be entitled as a bargaining unit Employee.

## **7.05 Grievance Procedure**

The Employer and Employee are encouraged to resolve complaints informally. An Employee shall initiate discussion with the Employer within twenty (20) working days of the Employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

### **Step I**

- a) The grievance shall be stated in writing and shall be submitted to the Executive Director. The written grievance shall provide:
  - i) a description of the grievance and the incidents(s), if any, from which the grievance arose;
  - ii) a suggested remedy.
- b) The Executive Director shall meet with the Employee within ten (10) working days. The Employee may be accompanied by an advocate of the Employee's choice; the Executive Director may be accompanied by a member of the Executive Committee.
- c) The Employer shall have a maximum of ten (10) working days following the grievance meeting mandated in Step I section b) in which to present a written reply to the Employee. Failing settlement, the grievance shall proceed to Step II within a maximum of ten (10) working days.

### **Step II**

Step II will commence upon written notice from the Union to the Employer. The President and the Union Representatives will then have twenty (20) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the Union must signify in writing within thirty (30) days to the Employer its intention to invoke the arbitration procedure as set out in Article 8.

## **7.06 Time Limits**

For any particular grievance, the time limits provided in the grievance procedure may be extended by mutual consent of both parties. Such consent shall not be unreasonably withheld.

## **7.07 Employees May be Present**

Where required by the Union or Employer, the Grievor(s) will be permitted time off without loss of pay and benefits to attend to meetings with the Employer to resolve a grievance. The Grievor(s) may take part at any step in the grievance procedure as required by the Union or the Employer.

## **7.08 Priorities**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union. A grievance involving health and safety may also be initiated at Step II.

## **7.09 Location of Grievance Meetings**

The Employer will provide an appropriate room for grievance meetings.

## **7.10 Technical Objections to Grievance**

No grievance will be defeated or denied by any minor technical objection.

# **ARTICLE 8: ARBITRATION**

## **8.01 Composition of Board of Arbitration**

A single Arbitrator will be appointed by mutual agreement of the Parties within ten (10) days of notice by the Union under Step II of the grievance procedure and will hear any unresolved grievance as soon as possible.

## **8.02 Failure to Appoint**

Should the parties fail to agree on an Arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

## **8.03 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply, within five (5) working days, to the Arbitrator for a clarification of the decision.

## **8.04 Expenses of the Arbitrator**

The expenses and compensation of the Arbitrator will be shared equally between the Parties.

## **8.05 Amending of Time Limits**

Whenever a stipulated time is mentioned in the procedure above, it may be extended, in writing, by mutual consent of the Parties.

# **ARTICLE 9: PICKET LINES**

## **9.01 Right to Refuse**

The Employer agrees that no Employee will be subject to discipline or dismissal for refusing to cross a picket line. In the event of a strike or lockout affecting UBC the Executive Director will direct an Employee to work at an alternative work site.

## **9.02 Alternative Work Arrangements**

Alternative work site assignments will be, whenever possible, to a location with the necessary tools, communications and technology to enable the Employee to continue productive work. An Employee might also be directed to work from home and/or be on call during scheduled work hours.

### **9.03 Use of Vacation Time**

In the event of a strike or lockout affecting UBC, Employees may, with the approval of the Executive Director, select to use vacation time.

## **ARTICLE 10: DISCIPLINE**

### **10.01**

The investigation of any complaints or concerns regarding an Employee must be conducted according to the principles of natural justice.

### **10.02**

No Employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer.

### **10.03**

The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved.

### **10.04**

Except in cases of gross misconduct or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will include a verbal warning, written warnings, and suspension without pay prior to discharge. At each stage prior to discharge, the Executive Director or designate will explain the performance deficiency in detail, outline the standards of performance that are expected, provide a reasonable plan of assistance to improve performance, and warn the Employee that failure to improve performance will result in further disciplinary action. No Employee shall be responsible for carrying out disciplinary actions.

### **10.05**

Except in cases of gross misconduct or serious insubordination, there will be no decision to discipline an Employee until the cause for discipline has been discussed with the Employee by the Executive Director or designate. A decision to discipline an Employee at the level of a suspension shall be made by the Table Officers. A decision to terminate an Employee shall be made by the Executive Committee as a whole. An Employee will be given at least twenty-four (24) hours' notice of any meeting which may result in discipline beyond a verbal warning. A representative of the Union must be present at any meeting which may result in discipline.

### **10.06**

In the event of gross misconduct or serious insubordination the requirement for twenty-four (24) hours' notice may be waived. The Employer will make a reasonable effort to have a Union representative present at any initial meeting.

## 10.07

In the event of an allegation of gross misconduct or serious insubordination, where the Employee cannot reasonably remain in the workplace until a proper disciplinary meeting may be held, the Employee shall be placed on leave with pay until such time as the meeting takes place.

## 10.08

Any disciplinary action taken will be documented and form part of the Employee's confidential personnel record by the Employer. This written record of discipline will be provided to the Employee within three (3) working days of the meeting at which the Employee is informed of the reasons for discipline and will be copied to the Union. The Employee may also respond in writing, and this response will also be filed in the Employee's confidential personnel record.

## 10.09

An Employee may request in writing that any formal written record of discipline issued in accordance with Article 7 be removed from the Employee's confidential personnel file after twelve (12) months worked provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

# WORKING CONDITIONS

## **ARTICLE 11: POSTING OF POSITIONS AND APPOINTMENT PROCEDURES**

### 11.01 Postings

Each vacancy in the bargaining unit shall be posted by notice board and email within the bargaining unit for five (5) working days. If no qualified applicant from the bargaining unit applies, the job may be posted externally. Where two (2) or more qualified internal applicants apply for a posting and all skills and abilities are relatively equal, seniority shall be the determining factor.

### 11.02 Probation

- a) A new Administrative (Category A) Employee shall be on probation for the first three (3) calendar months of employment. Constructive reviews will be conducted by the Executive Director or designate after six (6) weeks of employment and again at the end of the probationary period. If the Executive Director or designate finds upon this review that the Employee is not suitable, then the Employee may be released from employment with one (1) weeks' notice, or pay in lieu of notice. The probation period may be extended by mutual agreement.

- b) A new Member Services Officer (Category B) shall be on probation for the first nine (9) calendar months of employment during which a constructive review will be conducted by the Executive Director or designate after three (3) and six (6) months of employment and again at the end of the nine (9) month probationary period by the Executive Director or designate. If the Executive Director or designate finds upon this review that the Employee is not suitable, then the Employee may be released from employment with two (2) weeks' notice, or pay in lieu of notice. The probation period may be extended by mutual agreement.

## **ARTICLE 12: PERSONNEL FILES**

### **12.01**

The Executive Assistant shall be responsible for maintaining the privacy and confidentiality of the personnel files and records of all employees. The Executive Director will seal sensitive information prior to placement in the personnel file.

### **12.02**

- a) All material held by the Employer pertaining to each Employee shall be included in the Employee's individual personnel file, and each Employee shall be given a copy by the Executive Director of any additions made to his/her file in a timely fashion. The personnel file of each member shall contain only material pertaining to the member's employment which shall include the member's resume, appointment letters, letters of reference, compensation and work history, disciplinary material, and letters concerning personnel decisions involving the member. Files created for purposes of a formative performance review under Article 16 shall not be deemed to be part of the personnel file.
- b) Each Employee shall be provided a semi-annual update of their outstanding vacation, sick and PDR banks.

### **12.03**

Each Employee and, with the Employee's written consent, his/her agent, shall have access at any reasonable time to his/her personnel file.

### **12.04**

The Employer agrees not to use in any grievance or arbitration proceeding any record or document of which the Employee has not been made aware prior to commencement of such proceeding unless such record or document could not have been available to the Employer upon the exercise of reasonable diligence and provided that the Employee may in any event consent to the use of any relevant record or document.

### **12.05**

Subject to 12.03 above, an Employee's personnel file shall not be revealed to anyone other than (a) the Executive Director, or (b) any member of the Faculty Association Executive Committee involved in the administration of this Agreement. Prior notice shall be given to the Employee whose file has been requested.

## 12.06

An Employee shall have a right to one (1) copy per year of any element of his/her file, at the Employer's expense.

## 12.07

An Employee shall have the right to add any comment to any element(s) of his/her file up to thirty (30) days following notification that the item has been included in the file.

## 12.08

No anonymous material shall be contained in an Employee's file or used in any evaluation or other procedure under this Agreement. The use of any such anonymous material in any evaluation or other procedure in violation of this Article shall at the discretion of the individual concerned be sufficient, in and of itself, to invalidate those procedures.

## **ARTICLE 13: SENIORITY**

### 13.01

Seniority is defined as date of hire into the bargaining unit.

### 13.02

Seniority continues to accrue while on approved leaves of absence defined under Article 22.

### 13.03

Seniority rights for permanent Employees expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, absence without leave for more than three (3) consecutive work days, an acceptance by the Employee of any severance payment in accordance with Article 20, or if there is a break in service of more than twenty-four (24) consecutive months.

### 13.04

Seniority rights for temporary Employees expire at the termination of the employment contract. In the case of multiple contracts with a temporary Employee, seniority is not cumulative unless there has been no break in service between contracts.

## **ARTICLE 14: HOURS OF WORK AND SCHEDULING**

### 14.01

A work-week shall be deemed to be thirty-five (35) hours; normally five (5) seven (7)-hour work-days including two (2) fifteen (15)-minute breaks but exclusive of lunch breaks.

#### 14.02

The Parties agree that hours of work will vary and may be irregular given the nature of the Employees' duties and responsibilities. Overtime shall not be paid. The Employees shall balance periods worked in excess of their work-week with periods of reduced hours.

#### 14.03

Category A Employees (Administrative): Category A Employees shall have the right to choose one of two (2) shifts: one (1) commences at 8:30 a.m. and ends upon completion of a seven (7) or seven and one half (7.5) hour day depending on whether the employee is on a flex-schedule (exclusive of lunch) and the other, consistent with the operation of the office, includes an end time of 4:30 p.m. working backwards to complete a seven (7) or seven and one half (7.5) hour work-day (exclusive of lunch), with the approval of the Executive Director. In any conflict over shifts between Employees, the senior Employee shall have first preference. The Union acknowledges that the Office must be effectively staffed between 8:30 a.m. and 4:30 p.m.

#### 14.04

Category B Employees (Membership Services Officers) will be flexible in their work hours and will attend to duties on evenings and weekends as necessary.

#### 14.05

Scheduling of compensatory time-off for any work-hours over thirty-five (35) per week which are not covered by a flex-schedule is to be approved in advance by the Executive Director.

#### 14.06

Time spent in travel to/ from an out-of-town location to Employer-approved activities shall be included as hours of work.

#### 14.07

Days, including weekend or statutory holiday days, spent by Employees at an Employer-approved conference, training or course shall be included as hours of work. Evenings will not be included in this tabulation.

#### 14.08 Part-time Appointments for Permanent Employees

- a) Permanent Employees may be hired at or may apply to move to a part-time appointment, either permanently or for a specified time. Scheduling of hours, percentage of full-time and duration shall be by mutual agreement.
- b) Part-time Appointment salaries shall be pro-rated.
- c) Vacation, leave and sick-leave eligibility shall be pro-rated.
- d) Benefits for part-time appointments shall be maintained as per Article 23 (Benefits Article).

## 14.09 Office Closure

### a) December Office Closure

The Faculty Association Office will be closed between December 23rd and New Year's Day, inclusive. During the period of closure, any normal working days during that period that are not statutory holidays, or days in lieu of statutory holidays, will be classified as leave with pay. When December 23rd falls on a Tuesday, December 22nd shall also be granted as an additional day's leave with pay. When New Year's Day falls on a Thursday, January 2nd shall also be granted as an additional day's leave with pay. Additional time off before or after the December office closure may be taken as vacation days under the Vacation Leave Article. The flex schedule is suspended during the December office closure and resumes in January when the office re-opens.

### b) Official Office Closure

Should the Faculty Association office be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the Employees covered by this Agreement, Employees shall not forfeit their regular salary during the closure. However, an Employee who is not scheduled to work at that time will not secure extra compensation.

## **ARTICLE 15: FLEX SCHEDULE**

### 15.01

Permanent Employees may elect flex scheduling upon appointment or at any time thereafter. For employees who elect flex scheduling, a normal work day would be seven and one half (7.5) hours per day, exclusive of lunch, and every third Friday shall be taken as a personal day subject to the conditions in 15.03. A day of the week other than Friday may be selected on a permanent, temporary or occasional basis by mutual agreement with the Executive Director.

### 15.02 Under flex scheduling, the following principles apply:

- a) Service to members is always the paramount consideration. When there is a period of high demand or increased workload in the office or in case of an unexpected illness or absence, scheduled flex days may be postponed as required, and rescheduled at a mutually agreeable time, subject to the demands of the office, and the approval of the Executive Director.

Subject to (a) above:

- b) When operationally feasible, Employees can exchange flex days within their category of employee to their mutual satisfaction.
- c) When an Employee is on vacation, the remaining Employees on a flex schedule will continue to take their flex days on a three (3)-week rotation.
- d) When a statutory holiday falls on a normal flex day, the Employee whose flex day falls on that day may take the flex day on another work day.

## **ARTICLE 16: PERFORMANCE REVIEW**

### **16.01 Evaluation Process**

Annual performance evaluations will be conducted by the Executive Director or designate. Staff will be consulted prior to the introduction or amendment of any form(s) used.

### **16.02 Purpose of Review**

The evaluation process is intended to be a positive and productive one. The process will focus upon identifying and building on strengths, pointing out areas for improvement or development, and optimizing performance with a view to improving the overall service of the Association office and assisting Employees to further their career objectives. It is the responsibility of the Employer, through the Executive Director or designate, to provide advice and guidance to enable each Employee to best achieve the objectives of their position. A written summary of the discussion will be provided by the Executive Director at the Employee's request.

### **16.03 Discipline**

Performance reviews will not be used to discipline the Employee.

## **ARTICLE 17: CONFLICTS OF COMMITMENT**

### **17.01**

Conflicts of interest and/or commitment must be declared by Employees to the Executive Director.

### **17.02**

Employees have the right to engage in other employment outside the hours they are required to work for the Employer, subject to Article 17.01.

### **17.03**

Employees shall not accept outside employment where such employment adversely affects their work with the Employer.

## **ARTICLE 18: TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

### **18.01 Definition/Notice**

The Employer agrees to provide the Union with not less than ninety (90) calendar days' notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms and conditions, or the termination, or the renewal of the term of employment of Employees covered by this Agreement. The Union and the Employer may choose to waive the ninety (90) calendar days' notice by mutual consent.

### **18.02 Consultation**

The Employer will consult with the Union representatives on the Labour-Management Committee as soon as reasonably possible with a view to minimizing the effect on Employees in the bargaining unit.

### **18.03 Training**

When the Employer introduces a technological change, the Employer shall provide proper training to the Employees.

## **ARTICLE 19: TEMPORARY EMPLOYEES**

### **19.01**

Temporary Employees are defined as Employees on limited-term contracts, either full- or part-time, who have been hired for temporary employment of a non-continuing and/or non-recurring nature arising from:

- (1) leaves of absence, including, but not limited to vacations, sick leaves, long term disability leaves;
- (2) special projects of a limited duration; or
- (3) temporary shortages of expertise.

### **19.02**

No temporary Employee shall be appointed for more than twelve (12) consecutive months without the prior agreement of both parties.

### **19.03**

Seniority rights for temporary Employees expire at the termination of the employment contract. In the case of multiple contracts, seniority is not cumulative unless there has been no break in service between contracts.

### **19.04**

Temporary Employees whose assignments conclude at the end of their prescheduled duration or at the end of any agreed-upon extension shall not be deemed to have been laid-off.

### **19.05**

Temporary employment can be terminated at any time by either party with two (2) weeks' written notice.

### **19.06**

Temporary Employees have no layoff or recall rights

### **19.07 Benefits**

- a) Temporary Employees with appointments of three (3) months or more shall be provided the following benefits through UBC group plans, with specific coverage governed by UBC's plan providers for each benefit:
  1. Medical Services Plan (MSP) — Employer pays a pro-rated amount equivalent to the percentage of appointment, and the Employee pays the remainder
  2. Extended Health Benefits (EHB) — Employer pays a pro-rated amount equivalent to the percentage of appointment, and the Employee pays the remainder

3. Dental Care Plan coverage — Employer pays a pro-rated amount equivalent to the percentage of appointment, and the Employee pays the remainder
  4. Employee Family and Assistance Program (EFAP) — Costs shared 2/3 Employer, 1/3 Employee
  5. Basic Life Insurance — Employer pays a pro-rated amount equivalent to the percentage of appointment, and the Employee pays the remainder. Coverage decreases with age and begins at four (4) times the annual salary.
  6. Optional Life Insurance — 100% paid by Employee. Optional coverage is available for Employee and spouse.
  7. Optional Accidental Death and Dismemberment Insurance — 100% paid by Employee. Coverage is available in an amount equal to the Optional Life Insurance held.
- b) Pension. This benefit will be provided through the UBC Staff Pension Plan to the extent to which such Employees are eligible under the UBC plan. The Employer will pay the rate that UBC pays, and the Employee will pay the rate that is assigned to UBC staff.
  - c) Income Replacement Plan (IRP). Also known as disability insurance, this is one hundred percent (100%) Employee-paid. Coverage for long-term disability begins after twelve (12) months of employment. Plan enrollment will be as that provided for UBC Employees who are members of the UBC Staff Pension Plan

#### **19.08**

Sick leave accumulates at one and one quarter (1.25) days per month for full-time Temporary Employees and is pro-rated for Employees working less than one hundred percent (100%). It is not transferable to/from UBC. Sick days not used will not be paid out.

#### **19.09**

If a Temporary Employee has worked more than five (5) days for the Employer, then the Temporary Employee will be paid four percent (4%) of gross earnings at the conclusion of employment in lieu of vacation time.

#### **19.10**

Temporary Employees shall receive pay for statutory holidays on a pro-rata basis, according to the number of hours worked in the previous month.

### **ARTICLE 20: LAYOFF AND RECALL OF PERMANENT EMPLOYEES**

#### **20.01 Layoff**

- a) A layoff is an involuntary separation of an Employee from employment as implemented in accordance with the provisions of this Article.

- b) A temporary layoff is one for which the Employer specifies an affected Employee's date for return to work of not more than one-hundred twenty (120) calendar days from the effective date of the layoff.
- c) An indefinite layoff is one for which the affected Employee receives no date for return to work.
- d) When any condition arises that requires either a temporary or indefinite layoff in one or more job classifications the following shall apply:
- e) The Employer will give Employees who are to be laid off four (4) weeks' notice plus one (1) additional week for each year or partial year of service prior to the effective date of layoff, to a maximum of eight (8) weeks' notice, or award pay in lieu, unless a greater period of notice is required by legislation, in which case the greater period of notice, or pay in lieu, will be given.
- f) The Employer will continue the following benefits as provided prior to layoff for one-hundred twenty (120) calendar days from the effective date of the layoff: Medical Services Plan (MSP), Extended Health Benefits (EHB), and Dental Care.
- g) Employees will be laid off in the following sequence:
  1. Temporary Employees in the affected classifications, in reverse order of seniority.
  2. Permanent Employees in the affected classifications, in reverse order of seniority.

## **20.02 Right of Recall for Indefinitely laid-off Permanent Employees**

- a) Permanent Employees who have been given notice of indefinite layoff may elect to go on a recall list for a period of two (2) years. Employees on the recall list may elect severance pay as provided for in Article 20.02 (g) at any time during the two (2) year recall period.
- b) Permanent Employees who elect to be on the recall list will be recalled in the order of their seniority, where jobs become available within their job classification.
- c) The Employer will give notice of recall by registered mail to Employees.
- d) Employees will return to work within seven (7) working days from the time that they receive the notice of recall unless, on reasonable grounds, they are unable to do so.
- e) No new Employees will be hired into positions which could be filled by those laid off unless those laid off have been given the opportunity of recall.
- f) Eligibility for recall and notification of vacant positions will continue for two (2) years or until a permanent employee accepts severance pay or until a permanent Employee has been offered recall to a position equivalent to the one previously held and the Employee does not accept the recall.

- g) Subject to Article 20.02 (a), if an indefinitely laid-off permanent Employee elects to accept severance, severance will be paid on the basis of one (1) month for each year or pro-rata portion thereof of service prior to the effective date of layoff, to a maximum of six (6) months' pay. Severance pay will be paid at the rate of pay in effect when Employees receive layoff notice.
- h) Employees who elect severance pay will be removed from the recall list.

**20.03 Recalled Permanent Employees**

- a) If a permanent Employee is offered recall to a temporary assignment, the recall and benefit period will be extended by the length of the temporary assignment. Employees will not be required to accept recall to temporary assignments.
- b) Once an Employee accepts an offer of recall to a permanent assignment and returns to work, the position's layoff and severance is covered by 20.01 and 20.02.

**BENEFITS**

**ARTICLE 21: HOLIDAYS AND VACATIONS**

**21.01 Statutory Holidays**

- a) No Employee will be required to work on any statutory holiday.
- b) If an Employee agrees to a request to work on a statutory holiday, he or she shall receive a day off in lieu at a mutually agreed time.
- c) Part-time Employees shall receive pay for statutory holidays on a pro-rata basis.
- d) Employees may request time off without pay for religious observance for a day which is not provided by statute, and the Employer will take reasonable measures to accommodate such requests.

**21.02 Vacations**

- a) Vacation policy for full-time permanent Employees shall be as follows:

Calendar	
Year 1	Prorated - 1-2/3 days/month
Years 2 – 5	20 days
Years 6 – 8	25 days
Years 9 – 13	30 days
Years 14 – 18	30 days + 5*
Years 19 – 23	30 days + 10*
Beyond Year 23	30 days + 15*

\*+ = additional vacation days available once in the specified period of years.

- b) Vacation entitlement shall be pro-rated for Employees on less than one hundred percent (100%) appointments and/or on leaves of absence.
- c) Up to ten (10) days of vacation entitlement may be banked and carried over to the succeeding year of entitlement but it must be taken during the succeeding year of entitlement.

### **21.03 Scheduling of Annual Vacation**

- a) The annual vacation year is January 1st to December 31st.
- b) Employees shall submit their preferred annual vacation schedule, including desired banked days, if any, by January 15th of the year in question. In granting vacation requests submitted by January 15th, priority shall be on the basis of seniority.
- c) The approved annual vacation schedule shall be posted no later than February 1st. Priority shall be on the basis of seniority.
- d) The approved annual vacation schedule shall not be changed unless mutually agreed between the Employee and the Employer. The Employee shall endeavour to give thirty (30) days' notice to request modifications to the posted vacation schedule. These requests shall be considered on a first come first served basis. The Employer shall endeavour to advise the Employee in writing of the disposition of his or her request to modify the annual vacation schedule within seven (7) days.

## **ARTICLE 22: LEAVES FOR PERMANENT EMPLOYEES**

### **22.01 Sick Leave**

- a) Sick leave is the period of time an Employee is permitted to be absent from work without loss of salary by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under WorkSafe BC.
- b) Sick leave accumulates at one and one half (1.5) days per month for full-time (100%) Employees. Sick leave accumulation for part-time Employees shall be pro-rated. Sick leave may be used in one-half (½) day increments.
- c) Sick leave may be accumulated to a maximum accumulation of one hundred and thirty (130) days.
- d) There is no cash entitlement to unused sick leave.
- e) Upon request, an Employee who has exhausted her/his sick leave will be issued a Record of Employment so that she/he may apply for Employment Insurance Sick Leave Benefits.
- f) Employees shall have access to sick leave credit records on request.
- g) When an Employee is absent through illness, she/he must report by telephone or otherwise to the Executive Director or Executive Assistant as early as possible, normally by starting time on the first day away and shall give frequent updates, as possible.

- h) In case of serious illness exceeding five (5) days, the Employee must report by telephone or otherwise to the Executive Director or Executive Assistant each week, as possible.
- i) Employees may be required, at the Employer's request, to provide a doctor's note and/or supporting documentation supporting sick leave absence. Employees are responsible for paying all fees or costs related to providing notes and the completion of forms that the Employee's physician may choose to charge.
- j) At the discretion of the Employee, up to ten (10) days of sick leave may be used annually to attend to personal needs, including but not limited to illness or injuries of family members or close personal friends, attendance at funerals, medical or dental appointments, or personal emergency.

## **22.02**

Employees on sick leave benefits shall reimburse the Employer for any funds for the purpose of wage replacement paid by WorkSafe BC and/or the Insurance Corporation of British Columbia (ICBC). It is agreed that the foregoing shall not apply to damages that do not specify lost wages. It is agreed that no Employee shall be required to take legal action to recover lost wages or other damages from any third party.

## **22.03 Medical and Dental Appointments**

- a) Employees will make every effort to schedule medical and dental appointments on their flex days;
- b) However, where not possible to schedule the appointment on a flex day, absence of up to one-half (½) day per quarter for medical or dental appointments shall not be deducted from an Employee's sick leave credits nor shall any pay be deducted. If an Employee requires additional time in any given quarter, the Employee shall either take unpaid leave of absence or reschedule flex time by mutual agreement with the Faculty Association.

## **22.04 Sick Leave Advance**

If an Employee who has completed their probationary period suffers a prolonged illness and uses up all of his or her sick leave credits, the Employee may take an advance against future credits so long as the balance of the advance at no time exceeds fifteen (15) days.

## **22.05 Sick Leave Donation**

- a) If an employee suffers a prolonged illness and uses up all of his or her sick leave credits, other employees may voluntarily donate a specific number of days from their accumulated sick leave credits for use by the ill employee.
- b) Permanent employees may voluntarily donate up to a maximum of twenty (20) days sick leave for use by an ill continuing or permanent employee provided a minimum of twenty (20) days is retained for personal sick leave. The total of all such donations shall not exceed the number of days required to cover the ill employee until he or she qualifies for IRP coverage.

## 22.06 Maternity and Parental Leave

- a) **Maternity Leave:** In case of pregnancy an Employee is entitled to a leave of absence without pay of seventeen (17) weeks. The timing of the commencement of the leave of absence shall be at the discretion of the Employee, provided that reasonable notice is given to the Employer and provided that the leave commences no later than the actual birth date.
- b) **Parental Leave:** An Employee is entitled to a leave of absence without pay during the year following the birth or adoption of a child. The maximum length of unpaid leave for a birth mother is fifty-two (52) weeks [seventeen (17) weeks maternity + thirty-five (35) weeks parental]. If a birth mother does not take unpaid maternity leave, she is entitled to thirty-seven (37) weeks of unpaid parental leave. Birth fathers are entitled to up to thirty-seven (37) weeks of unpaid parental leave. Further unpaid parental leave up to five (5) additional weeks may be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition. The timing of the commencement of parental leave shall be at the discretion of the Employee, provided that reasonable notice is given to the Employer. Where an Employee takes both maternity and parental leave, the parental leave will be taken immediately after the maternity leave, unless mutually agreed by the Employee and the Employer.

Adoptive parents and the partner or spouse of a birth mother are also eligible for parental leave. The benefits shall be available in the case of same sex partners.

When an Employee decides to return to work after maternity or parental leave, she/he shall provide the Employer with at least two (2) weeks' notice. On return from maternity or parental leave, the Employee shall be placed in her/his former position. If the former position no longer exists, she/he shall be placed in an equivalent position.

- c) If the Employee taking maternity or parental leave has completed the greater of their probationary period or six (6) months of full-time equivalent service, the Employer agrees to top up either the maternity or parental leave benefits received under the Employment Insurance Act, at ninety-five percent (95%) of the difference between the benefits and the Employee's wages at the time the leave began, for a maximum of fifteen (15) weeks. In addition, the birth mother is entitled to twelve (12) weeks of parental leave topped up at ninety-five percent (95%).
- d) Provided the Employee has received the EI maternity/parental leave benefit, the Employer will pay to the Employee ninety-five percent (95%) of pre-maternity/parental leave salary for the one (1) week waiting period for Employment Insurance.
- e) If the Employee does not apply for, or qualify for, Employment Insurance benefits, the Employer will not pay monies to the Employee for the period of time the Employee was on maternity or parental leave.

- f) During maternity and parental leave, the Employer will continue to pay the following benefits as indicated in Article 22.01:
  - i. Medical Services Plan (MSP)
  - ii. Extended Health Benefits (EHB)
  - iii. Dental Care Plan coverage
  - iv. Basic Life Insurance
- g) An Employee on maternity or parental leave may maintain coverage on the following plans by arranging to provide post-dated cheques to UBC for her/his share of the following premiums/contributions:
  - i. Employee Family and Assistance Program (EFAP)
  - ii. Long-Term Disability Insurance Plan (IRP)
  - iii. Pension Plan
- h) An Employee on maternity or parental leave shall not lose seniority entitlements.

#### **22.07 Bereavement Leave**

- a) In the case of death in the immediate family, an Employee shall be entitled to up to five (5) full working days with pay upon notification to the Executive Director.
- b) Employees working less than one hundred percent (100%) time shall receive pay pro-rata bereavement leave.
- c) Immediate family shall include an Employee's parent, grandparent, spouse or equivalent, child or ward, sibling, parent-in-law, child-in-law, grandchild, or persons living in the same household as the Employee.
- d) In special circumstances, additional time off may be granted as leave without pay or vacation time if available.

#### **22.08 Leave for Court Appearances**

- a) Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The Employee concerned will deposit with the Employer any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.
- b) In cases where an Employee's private affairs have occasioned a court action, any leave of absence will be without pay.

#### **22.09 Discretionary Leave of Absence without Pay**

- a) An Employee may apply for a leave of absence without pay or benefits for up to six (6) months, without loss of seniority or employment security. Such application shall normally be made at least one (1) month prior to the requested leave. Leave will not prejudice future assignments nor be

unreasonably denied, subject to the operational needs of the office. An Employee will not normally be granted more than one such leave (including a deferred salary leave) in a five (5) year period.

- b) While on leave without pay, an Employee may elect to continue benefits by paying both the Employee and Employer portions of the premiums. Employees who elect to cancel some or all of their benefits while on leave may have to re-apply for some benefits (as determined by UBC and/or the policy provider).
- c) Vacation and sick leave credits will not accrue during leaves of absence. The Employee will accumulate years of service used for calculating vacation entitlement, severance.

## **ARTICLE 23: BENEFITS FOR PERMANENT EMPLOYEES**

### **23.01 Basic Coverage**

Employees who have a sixty percent (60%) appointment or more shall be provided the following benefits. For purposes of basic coverage, the benefit plan shall be as provided to the Executive Administrative Staff at UBC, with specific coverage governed by UBC's plan providers for each benefit:

- a) Medical Services Plan (MSP) — Premiums paid by Employer
- b) Extended Health Benefits (EHB)—Premiums paid by Employer
- c) Dental Care Plan coverage — Premiums paid by Employer
- d) Employee Family and Assistance Program (EFAP) — Costs shared 2/3 Employer, 1/3 Employee
- e) Basic Life Insurance — 100% paid by Employer. Coverage decreases with age and begins at four times the annual salary
- f) Optional Life Insurance — 100% paid by Employee. Optional coverage is available for Employee and spouse.
- g) Optional Accidental Death and Dismemberment Insurance — 100% paid by Employee. Coverage is available in an amount equal to the Optional Life Insurance held.

Employees with appointments below sixty percent (60%) can elect coverage for categories a) through e) with the Employer paying a pro-rated amount equivalent to the percentage of appointment, and the Employee paying the remainder.

### **23.02 Pension**

This benefit will be provided through the UBC Staff Pension Plan, subject to the eligibility rules of the plan. The Employer will pay the rate that UBC pays, and the Employee will pay the rate that is assigned to UBC staff.

### **23.03 Income Replacement Plan (IRP)**

Also known as disability insurance, this is one hundred percent (100%) Employee-paid. Coverage for long-term disability begins after twelve (12) months of employment. Plan enrollment will be as that set by UBC for its Employees who are members of the UBC Staff Pension Plan.

### **23.04 Professional Development Reimbursement**

Employees may claim reimbursements of up to one thousand dollars (\$1,000) per contract year for Employee-elected expenses related to activities that enhance the performance, ability, or effectiveness of an Employee's work. Employees are entitled to carry forward any unused monies from the previous contract year to a maximum two (2)-year accrual.

- a) For Employees who commence or end employment with the Association other than at the beginning or end of a year, respectively, who are on a part-time appointment, or who are on an unpaid leave of absence, the reimbursement cap will be pro-rated.
- b) Eligible expenses may include Employee-elected professional development activities or tools including:
  1. travel and associated expenses related to meetings, conferences, or other similar professional activities;
  2. registration fees and other expenses for meetings of professional organizations, workshops, seminars, and similar activities;
  3. membership fees in professional organizations;
  4. fees and subscriptions for journals and books;
  5. expenses directly associated with work responsibilities (including equipment such as computer hardware, software, and audio-visual equipment);
- c) As non-taxable benefits, goods purchased with the Reimbursement remain the property of the Association.
- d) Elective professional development activities are not eligible for compensatory time off and do not include a leave.

### **23.05 Conference of Faculty Association Staff (COFAS)**

- a) The Employer agrees to release three (3) Employees chosen by the Union to attend COFAS.
- b) The Employer shall assume the costs of two (2) employees for registration fees, travel, accommodation, meals and incidentals, in accordance with the rates established by the Faculty Association travel policy. In addition, the Employer agrees to pay the conference registration of the third (3rd) employee.
- c) Attendance at COFAS is for the purposes of professional development and time spent at the conference outside normal working hours shall not be eligible for compensatory time off or overtime.

## **23.06 Tuition Benefit / Work-Life Balance**

Annually, on July 1st, full-time employees will be provided with one thousand five hundred dollars (\$1500) per year that may be applied as tuition for any (credit or non-credit) course that they may elect to take at any publicly funded post-secondary institution. Employees may also use these funds to be reimbursed to cover costs such as health and wellness activities, classes, lessons. This is a taxable benefit. Employees who are on a part-time appointment will receive a pro-rated benefit.

## **ARTICLE 24: DEFERRED SALARY LEAVE PLAN**

### **24.01 Introduction**

The Deferred Salary Leave Plan (DSLPL) provides Employees with an opportunity to self-finance a Leave of Absence by authorizing the Employer to set aside, over a limited period of time, a portion of the Employees' salary prior to the leave of absence. The salary held by the Employer is not subject to income tax until it is paid to the Employee during the Leave of Absence.

### **24.02 Definitions**

"Plan" means the Deferred Salary Leave Plan as described in this document.

"Eligible Employee" means a permanent Employee who has a minimum of one (1) year of continuous service in the bargaining unit, who is not currently serving a probationary period, and who has not previously participated in a plan whose deferral period commenced within the previous five (5) years.

"Participant" means an Eligible Employee whose application for participation in the Plan has been approved by the Employer.

"Deferral Period" means the number of years over which a portion of the Participant's salary is deferred. The minimum deferral period is one (1) year, while the maximum deferral period is five (5) years.

"Leave of Absence" means the period of time a Participant will be receiving the Deferred Amount in accordance with the provisions in 24.05. The Leave of Absence shall be three (3) or six (6) consecutive months.

"Normal Gross Pay" means the salary the Participant would regularly be paid, including any applicable retroactive salary, but excluding any other special payments.

"Deferred Amount" means the portion of Normal Gross Pay which is retained by the Employer on behalf of the Participant in each year in accordance with this Plan, but less all amounts paid out under the terms of this Plan.

### **24.03 Application Process for Leave of Absence**

- a) An Eligible Employee wishing to participate in the Plan shall:
  1. become familiar with the terms and conditions of the Deferred Salary Leave Plan;
  2. discuss participation in the Plan with the Executive Director; and

3. submit a written application to the Executive Director not less than two (2) months before the start of the proposed deferral period.
- b) Upon receipt of the application, the Executive Director shall approve the application unless its approval would result in more than one (1) Employee being on leave of absence at any one time.

#### 24.04 Funding the Leave of Absence

- a) The Leave of Absence will be funded through the Participant's total accumulated Deferred Amount as per 24.05(b).
- b) During the Deferral Period the Participant will receive, for a minimum of one (1) year and a maximum of five (5) years, the applicable gross salary, less the Deferred Amount, as determined for the particular year by the approved application.

#### 24.05 Deferred Amounts

- a) The Employer will establish an individual account to receive and retain the Deferred Amount, on behalf of the Participant, until the end of the Leave of Absence or the dissolution of the Participant's enrolment in the Plan. All of the accumulated Deferred Amount will be paid to the Participant no later than the end of the first calendar year that commences after the end of the Deferral Period.
- b) The Deferred Amount shall be determined as follows:

<b>TABLE 1</b>	
<b>Deferral Period</b>	<b>Deferred Amount</b>
1 year	25.00%
2 years	25.00%
3 years	16.67%
4 years	12.50%
5 years	10.00%

- c) Any interest earned by the Participant's Deferred Amounts account shall be used to offset administrative expenses incurred in the operation of the Plan. No interest income shall be paid to the Participant.

#### 24.06 Remuneration During Leave of Absence

- a) The total amount to be paid to the Participant during the Leave of Absence shall be equal to the total accumulated Deferred Amount retained by the Employer, less the appropriate deductions.
- b) During the Leave of Absence the Participant will receive payment in equal amounts twice a month on the usual payday effective the first month of the Leave of Absence.

- c) The equal payments shall be determined so that all of the total accumulated Deferred Amount retained by the Employer shall be paid to the Participant by the last payday in the last month of the Leave of Absence.
- d) During the Leave of Absence the Participant may not receive additional remuneration from the Employer or from persons or partnerships with whom the Employer does not deal at arm's length.

#### **24.07 Taking Leave Of Absence**

- a) The Leave of Absence shall occur according to, and be governed by, the terms of the approved application.
- b) Leaves of Absence shall be for a period of three (3) consecutive months, if the deferral period is one (1) year, or six (6) consecutive months for all other deferral periods.
- c) The Leave of Absence shall commence within six (6) months of the ending of the deferral period and will be scheduled at a mutually agreeable time, subject to the operational needs of the office.

#### **24.08 Benefits During the Deferral Period**

- a) Medical Services Plan (MSP) — Premiums paid by Employer
- b) Extended Health Benefits (EHB) — Premiums paid by Employer
- c) Dental Care Plan coverage — Premiums paid by Employer
- d) Employee Family and Assistance Program (EFAP) — Costs shared 2/3 Employer, 1/3 Employee
- e) Basic Life Insurance — 100% paid by Employer based on Participant's gross pay less the deferred amount
- f) Optional Life Insurance — 100% paid by Employee. Optional coverage is available for Employee and spouse
- g) Optional Accidental Death and Dismemberment Insurance — 100% paid by Employee. Coverage is available in an amount equal to the Optional Life Insurance held
- h) Pension – This benefit will be provided through the UBC Staff Pension Plan. The Employer will pay the rate that UBC pays, and the Employee will pay the rate that is assigned to UBC staff. Payment based on Participant's gross pay less the deferred amount.
- i) Income Replacement Plan – 100% Employee-paid. Coverage for long-term disability begins after 12- months of employment. Plan enrollment will be as that set by UBC for its Employees who are members of the UBC Staff Pension Plan.

#### **24.09 Benefits During the Leave of Absence**

- a) Medical Services Plan (MSP) — Premiums paid by Employer
- b) Extended Health Benefits (EHB) — Premiums paid by Employer
- c) Dental Care Plan coverage — Premiums paid by Employer
- d) Employee Family and Assistance Program (EFAP) — Costs shared 2/3 Employer, 1/3 Employee
- e) Basic Life Insurance — 100% paid by Employer based on deferred amount received during the Leave of Absence
- f) Optional Life Insurance — 100% paid by Employee. Optional coverage is available for Employee and spouse
- g) Optional Accidental Death and Dismemberment Insurance — 100% paid by Employee. Coverage is available in an amount equal to the Optional Life Insurance held
- h) Pension – This benefit will be provided through the UBC Staff Pension Plan. The Employer will pay the rate that UBC pays, and the Employee will pay the rate that is assigned to UBC staff. Payment based on deferred amount received during the Leave of Absence.
- i) Income Replacement Plan – 100% Employee-paid. Coverage for long-term disability begins after 12-months of employment. Plan enrollment will be as that set by UBC for its Employees who are members of the UBC Staff Pension Plan.

#### **24.10 Deductions During the Deferral Period**

- a) Income tax – calculated on the Employee's gross pay, plus applicable taxable benefits, less the deferred amount
- b) Canada Pension Plan — calculated on the Employee's gross pay, plus applicable taxable benefits, less the deferred amount
- c) Employment Insurance – calculated on the Employee's gross pay, plus applicable taxable benefits d) Union Dues – calculated on the Employee's gross pay, less the deferred amount.

#### **24.11 Deductions During the Leave of Absence**

- a) Income tax – calculated on the deferred amount received during the Leave of Absence
- b) Canada Pension Plan — calculated on the deferred amount received during the Leave of Absence
- c) Employment Insurance – no premiums are to be withheld
- d) Union Dues – calculated on the deferred amount received during the Leave of Absence.

#### **24.12 Seniority, Vacation, Sick Leave, Years of Service and Salary Increments**

The Participant's vacation and sick leave credits will accrue on the Participant's regular FTE (full time equivalency) during the Deferral Period. Vacation and sick leave credits will not accrue during the Leave of Absence. The Participant will accumulate years of service used for calculating vacation entitlement, severance and salary increments during the Leave of Absence under this Plan.

#### **24.13 Return to Work Commitment**

Following the Leave of Absence, the Participant must resume employment with the Employer for a period of time not less than the period of the Leave of Absence. This is required by Income Tax Regulation 6801(a)(v) in order to ensure that the Plan will not serve as an early retirement benefit.

#### **24.14 Postponement of Leave of Absence**

The commencement of the Leave of Absence may be delayed for up to one (1) year by the mutual agreement of the Participant and the Employer due to unforeseen and extenuating circumstances.

#### **24.15 Withdrawal from the Plan**

- a) A Participant's enrolment in the Plan is withdrawn upon:
  - i. ceasing to be an Employee of the Employer;
  - ii. any lay-off;
  - iii. having been the recipient of Income Replacement Plan benefits for more than two (2) years;
  - iv. having become totally and permanently disabled as defined and determined by the Income Replacement Plan;
  - v. failure to take the Leave of Absence as provided in the application and approved by the Executive Director;
  - vi. death of the Participant.
- b) Upon a Participant's ceasing enrolment in the Plan pursuant to Section 4.2(a), the Employer shall pay to the Participant, or the beneficiary as applicable, the accumulated Deferred Amount, less applicable withholdings, no later than thirty-one (31) days following the day that notification is provided to the Executive Director.
- c) In cases of extreme financial hardship, and with the consent of the Executive Director, the Participant may withdraw from the Plan. In the event of such a withdrawal, the accumulated Deferred Amount, less applicable withholdings, shall be paid to the Participant thirty-one (31) days following the date of approval by the Executive Director.

#### **24.16 Suspension from Participation in the Plan for a Period of Time**

- a) Upon application made in writing to the Executive Director a Participant may suspend participation in the Plan:
  - i. upon taking an approved leave of absence without pay; or
  - ii. the Employee becomes disabled within the meaning of the Income Replacement Plan but is not
  - iii. permanently disabled.
- b) Upon the conclusion of the cause for suspending participation, the Participant shall be reinstated beginning on the nearest first of the month upon returning to active employment.
- c) The Deferred Amount shall continue to be held by the Employer until the Participant withdraws from the Plan or takes the Leave of Absence.
- d) Any re: suspension of participation in the Plan shall not extend the Deferral Period beyond six (6) years.

#### **24.17 Remuneration During Deferral Period**

During each year prior to the Leave of Absence, according to the approved application, the Participant will receive the normal gross salary, less the deferred amount, less the appropriate deductions.

#### **24.18 General Provision**

The terms and conditions of the Plan may be reviewed and modified from time to time as required to ensure that they conform to the provisions of the Income Tax Act and other applicable statutes.

### **ARTICLE 25: TRAVEL EXPENSES AND CONFERENCES**

#### **25.01 Reimbursement of travel costs**

The Association shall establish a policy for reimbursement of reasonable travel expenses which shall apply to any staff traveling on Association business.

### **ARTICLE 26: HEALTH AND SAFETY**

#### **26.01**

Employees who believe that their work situation is unsafe may refuse to work in the situation until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe. Any investigation will be initiated by the President or designate and conducted by a committee of one (1) Union and one (1) Employer appointee. It is expected that the committee will occasionally require expert consultation. If it is the unanimous opinion of the investigating committee members that the work situation is safe, the Employees will return to their normal work duties. Employees may be assigned alternate work during the investigation.

## **ARTICLE 27: EXEMPT AND SAVE HARMLESS**

### **27.01**

The Employer shall exempt and save harmless Employees in respect of all reasonable costs resulting from third-party liability claims, including damages, legal costs (third party and Employee's own costs sustained in the defense against a claim), and lost income, arising from good-faith acts or omissions of an Employee in the course of his/her employment at the UBC Faculty Association.

## **CONTRACT TERMS**

### **ARTICLE 28: CONTRACT RENEWAL**

#### **28.01 Term of Agreement**

This Agreement will be in effect from July 1, 2019 and shall expire on June 30, 2022.

#### **28.02 Labour Relations Act of British Columbia**

The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

#### **28.03 Notice of Re-opening**

This Agreement may be opened for collective bargaining as provided for under Section 46 of the BC Labour Relations Code.

#### **28.04 Collective Bargaining**

If notice of desire for changes has been given in accordance with Section 28.03 above, the parties shall, as soon as agreeable following such date of notice, meet for collective bargaining, the Employer being represented by a Bargaining Committee appointed by the Employer and the Union being represented by a Bargaining Committee as selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding upon the parties to this agreement. If such negotiations cannot be completed prior to the expiry date of this Agreement, any changes in compensation to employees shall nevertheless be retroactive to said expiry date.

#### **28.05 Expiry and Rollover**

After expiry of this agreement, the terms of the agreement shall continue in effect until:

- (a) a strike or lockout commences; or
- (b) a revised collective agreement is reached.

## Definitions

### Employee:

Any person holding a permanent or temporary appointment with the UBC Faculty Association (UBCFA). For purposes of this agreement, the Executive Director is not a member of the bargaining unit.

### Employer:

The UBC Faculty Association (UBCFA). The term 'Employer' refers to the UBCFA and not to individual members thereof. The Executive Committee of the Association, as defined in the Association's By-Laws, shall be considered the Employer's Representative.

### Union:

British Columbia Union Workers Union

### Year:

A calendar year, from January 1st to December 31st unless otherwise specified in this Agreement.

## Appendix A: Salary Grid

Increase all scales by 2.25% in each year

1. Employees shall be paid on the Salary Grid below:

S T E P	July 1, 2019	July 1, 2020	July 1, 2021
	2.25% GWI	2.25% GWI	2.25% GWI
Annual			
Category A (Administrative)			
Executive Assistant			
1	\$65,998.29	\$67,483.25	\$69,001.62
2	\$72,138.14	\$73,761.25	\$75,420.88
3	\$78,278.01	\$80,039.26	\$81,840.15
4	\$84,417.87	\$86,317.27	\$88,259.41
5	\$86,873.81	\$88,828.47	\$90,827.11
Communications Coordinator			
1	\$52,560.03	\$53,742.63	\$54,951.84
2	\$58,699.88	\$60,020.63	\$61,371.10
3	\$64,839.75	\$66,298.65	\$67,790.37
4	\$70,979.61	\$72,576.65	\$74,209.62
5	\$73,435.56	\$75,087.86	\$76,777.34
Category B (Membership Services Officers)			
Membership Services Officer			
1	\$82,339.84	\$84,192.49	\$86,086.82
2	\$94,619.56	\$96,748.50	\$98,925.34
3	\$104,536.27	\$106,888.34	\$109,293.32
4	\$112,089.97	\$114,611.99	\$117,190.76
5	\$115,866.81	\$118,473.81	\$121,139.47
Senior Membership Services Officer			
	\$121,450.99	\$124,183.63	\$126,977.76

2. Each Employee shall be paid on a semi-monthly basis, based on their annual salary.
3. Employees who are not at top of scale shall move up one step upon the completion of each FTE year of service in the bargaining unit.
4. New Employees will normally be hired at Step One of the relevant scale.

## Appendix B: Seniority List

Category A (Administrative)	
Employee	Hire Date
Thom, Cynthia	22 September 2014
Gunn, Jan	17 August 2018
Category B (Membership Services Officers)	
Nickel, Valarie	07 March 2011
Roff, Robin	06 June 2011
Hornstein, Sarah	16 January 2017
Toews, Ryan	1 July 2019

## Appendix C: Arbitrator List

Joan Gordon

Marguerite Jackson

John Steeves

Wayne Moore

Bob Pেকেles

Rick Coleman

John Hall

**Letter of Understanding  
Between  
UBC Faculty Association  
And  
BCUWU**

**Re: COFAS 2020, Whistler, British Columbia**

In addition to those employees who will be attending COFAS in Whistler from June 4-7, 2020 pursuant to Article 23.05, in order to allow the other employees covered by this agreement to attend the conference, the Faculty Association will do the following:

If all employees elect to attend the conference in Whistler, the Faculty Association will close on 2 pm on Thursday, June 4 and will be closed Friday, June 5th.

The Faculty Association will pay the following expenses for additional employees who wish to attend: registration fees, accommodation, meals and incidentals in accordance with the established travel rates.

It is expected that the employees who are attending the conference will car pool to save on travel expenses.