

# **COLLECTIVE AGREEMENT**

**Between**

**UNIVERSITY OF NORTHERN  
BRITISH COLUMBIA  
the “Employer”**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2278-03  
the “Union”**

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

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – PURPOSE.....	2
1.01 – Purpose of Agreement.....	2
1.02 – Changes in Legislation .....	2
1.03 – Academic Relationship .....	2
1.04 – Negotiations Outside of the Agreement .....	2
ARTICLE 2 .....	3
2.01 – Bargaining Unit .....	3
2.02 – Duties of the Bargaining Unit .....	3
2.03 – Exclusions.....	3
2.04 – No Other Agreements .....	3
ARTICLE 3 – UNION DUES AND INFORMATION .....	4
3.01 – Authorization for Dues .....	4
3.02 – New Employees.....	4
3.03 – Change to Union Dues .....	4
3.04 – Direct Remittance .....	4
3.05 – Deduction of Dues .....	4
3.06 – Indemnification of Union Dues.....	4
3.07 - Information.....	4
ARTICLE 4 – UNION FACILITIES.....	6
4.01 – Bulletin Boards.....	6
4.02 – Room Bookings .....	6
4.03 – Tables.....	6
4.04 – Copy Services.....	6
ARTICLE 5 – MANAGEMENT RIGHTS.....	7
5.01 – Management.....	7
5.02 – Management Rights.....	7
5.03 – Grievance and Arbitration Procedure.....	7
ARTICLE 6 – NO DISCRIMINATION .....	8
6.01 – No Discrimination/Interference/Restriction or Coercion .....	8
6.02 – Bonafide Occupational Requirements .....	8
6.03 – No Employment Discrimination.....	8
6.04 – Human Rights Code .....	8

6.05 – Environment Free from Harassment.....	8
6.06 – Academic Retaliation .....	8
6.07 – Reports of Violations.....	9
ARTICLE 7 – LABOUR MANAGEMENT RELATIONS.....	10
7.01 – Representatives.....	10
7.02 – Labour Management Committee .....	10
7.03 – Right for Representation.....	10
7.04 – Time for Meetings .....	10
ARTICLE 8 – REPRIMAND.....	11
8.01 – Formal Reprimand.....	11
8.02 – Expression of Dissatisfaction .....	11
8.03 – Disciplinary Record.....	11
ARTICLE 9 – DISCIPLINE .....	12
9.01 – Discipline Procedure.....	12
9.02 – Disciplinary Action in Writing.....	12
9.03 – Grieving Disciplinary Action .....	12
9.04 – Burden of Proof.....	12
9.05 – Unjust Suspension or Discharge.....	12
ARTICLE 10 – COMPLAINTS AND GRIEVANCES.....	13
10.01 – Recognition of Union Stewards, Representatives, and Grievance Committee . .....	13
10.02 – Permission to Leave Work .....	13
10.03 – Definition of a Grievance .....	13
10.04 – Union or University May Institute Grievance.....	13
10.05 – Grievance Procedure.....	13
10.06 – Time Limits .....	14
10.07 – Employees May Be Present.....	14
10.08 – Policy Grievance.....	14
10.09 – Priorities.....	14
10.10 – Step II Disclosure.....	14
10.11 – Technical Objections to Grievance .....	15
ARTICLE 11 – ARBITRATION .....	16
11.01 – Single Arbitrator .....	16
11.02 – Expenses of the Arbitrator .....	16
11.03 – Amending of Time Limits .....	16

11.04 – Payment of Arbitration Costs.....	16
ARTICLE 12 – JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES .....	17
12.01 – Job Profiles.....	17
12.02 – Workload Agreement .....	17
12.03 – Failing to Reach Agreement .....	17
12.04 – Duties.....	17
12.05 – Review of Appointment Forms .....	17
12.06 – Cultural and Lived Experience .....	17
ARTICLE 13 – JOB POSTINGS, APPOINTMENTS, AND RESIGNATION .....	19
13.01 – Qualifications .....	19
13.02 – Job Postings.....	19
13.03 – Appointment Term.....	19
13.04 – Resignation .....	19
ARTICLE 14 – HOURS AND SCHEDULING AND RESCHEDULING OF WORK .....	20
14.01 – Hours of Work .....	20
14.02 – Rest Periods .....	20
14.03 – Daily Work Schedule .....	20
14.04 – Academic Scheduling Conflict .....	20
14.05 – Break Before Examination, Thesis, or Dissertation Defense .....	20
14.06 – Reasonable Rescheduling of Work.....	21
14.07 – Limitations in Work .....	21
ARTICLE 15 – TECHNOLOGICAL CHANGE .....	22
15.01 – Definition.....	22
15.02 – Technological Change Process .....	22
ARTICLE 16 – HOLIDAYS AND VACATIONS.....	23
16.01 – Holidays .....	23
16.02 – Vacations .....	23
ARTICLE 17 – LEAVES .....	24
17.01 – Leave Process .....	24
17.02 – Bereavement Leave .....	24
17.03 – Domestic and Sexual Violence Leave.....	24
17.04 – Jury or Court Witness Duty Leave.....	24
17.05 – Military/Reservist Leave .....	24
17.06 – Maternity/Parental Leave .....	24

17.07 – Sick Leave.....	24
17.08 – Long Term Leave .....	25
17.09 – Leave of Absence for Union Business .....	25
17.10 – Statutory Leave .....	25
ARTICLE 18 – PICKET LINES.....	26
18.01 – Crossing of Picket Lines .....	26
18.02 – Working During a Strike .....	26
ARTICLE 19 – HEALTH AND SAFETY.....	27
19.01 – Cooperation on Safety .....	27
19.02 – Safety Committee .....	27
19.03 – Proper Training .....	27
ARTICLE 20 – GENERAL CONDITIONS.....	28
ARTICLE 21 – CORRESPONDENCE.....	29
21.01 – Correspondence Process .....	29
21.02 – Communication Between Officials .....	29
ARTICLE 22 – EMPLOYEE RECORDS.....	30
22.01 – Employee Files .....	30
ARTICLE 23 – PAYMENT OF SALARY AND ALLOWANCES .....	31
23.01 – Remuneration Schedule .....	31
23.02 – Salary Deductions.....	31
23.03 – Mileage Allowance.....	31
ARTICLE 24 – TRAINING AND EMPLOYMENT INPUT.....	32
24.01 – Mandatory Training.....	32
24.02 – Employee Input.....	32
ARTICLE 25 – TERM OF AGREEMENT .....	33
25.01 .....	33
ARTICLE 26 – INTERPRETATION AND DEFINITIONS.....	34
26.01 – Gender Neutral Terms May Apply .....	34
26.02 – Supervisor.....	34
26.03 – Working Days .....	34
26.04 – Department.....	34
26.05 – Immediate Family .....	34
26.06 – Graduate Teaching Assistant.....	34
26.07 Essential.....	35

SCHEDULE A ..... 36

## **PREAMBLE**

WHEREAS it is the desire of both parties to this Agreement:

- (a) To promote harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being, and security of all the employees in the Bargaining Unit of the Union.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.

AND MOREOVER, the parties wish to express our deep gratitude to the Indigenous peoples within the University's catchment area for their generosity and providing us with the space to conduct our business on their traditional territories. These traditional territories include the Lheidli T'enneh (Dakelh), Ts'msyen (Tsimshian) territory of the Kitsumkalum and Kitselas First Nations, the Lhatko Dene (Red Bluff Band), Nazko Lhoosk'uz Den Nation (Kluskus Band), and ?Esdilagh First Nations (formerly Alexandria Band). Lhatko, Nazko, and Lhoosk'uz are Dakelh (Carrier) First Nation, and ?Esdilagh, a member of the Tsilhqot'in Nation and the Doig River, Blueberry, and Halfway River First Nations. The parties also acknowledge the relationship with the Wilp Wilxo'oskwhl Nisga'a Institute (WWNI). We recognize that the original colonial settlers were not guests on the land we now occupy, and we the parties must insist on and embody reconciliation with all Indigenous Peoples through our conversations, actions, and work. We seek to live in Right Relations with First Nations, Metis, and Inuit Peoples and will encourage everyone to actively seek opportunities to support Indigenous students and make visible inequalities facing all Indigenous Peoples.

## **ARTICLE 1 – PURPOSE**

### **1.01 – Purpose of Agreement**

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

### **1.02 – Changes in Legislation**

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.

### **1.03 – Academic Relationship**

The parties recognize that the employment and student relationships between the University and Graduate 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.

### **1.04 – Negotiations Outside of the Agreement**

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 designated representatives of both the University and the Union.



## **ARTICLE 2**

### **2.01 – Bargaining Unit**

The University of Northern British Columbia recognizes the Canadian Union of Public Employees, Local 2278 as the exclusive bargaining agent for all Members for whom the Association has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated April 8, 2019, or as subsequently amended by the Board.

### **2.02 – Duties of the Bargaining Unit**

In general terms, it is understood that the purpose of Graduate Teaching Assistants is to provide assistance to Faculty in the delivery of course material (on campus, remotely, and/or, in field). Graduate Teaching Assistants normally perform some or all of the following duties: prepare and deliver tutorials and labs; mark student assessments; invigilation; hold office hours; and, give lectures. This is not an exhaustive description of the duties that might be assigned to Graduate Teaching Assistants.

### **2.03 – Exclusions**

It is recognized that other employee groups also perform the above duties of the Bargaining Unit, including:

- Persons represented by other certified bargaining units at UNBC;
- Post-Doctoral Fellows;
- Student Assistants and other student employees.

The Employer will not use these groups to directly replace members of the Bargaining Unit or directly reduce the work of members of the Bargaining Unit.

Without limiting the generality of the foregoing paragraph, the University may assign the above defined duties of the Bargaining Unit to unpaid students for the purpose of training, mentorship, and/or professional development. It is understood that this allowance shall not be used to displace or otherwise make redundant the work of the Bargaining Unit.

### **2.04 – No Other Agreements**

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

## **ARTICLE 3 – UNION DUES AND INFORMATION**

### **3.01 – Authorization for Dues**

All employees will be required to sign an authorization for dues and assessment deductions. The Employer shall deduct Union dues and assessments bi-weekly.

All employees shall be deemed to be Union members.

### **3.02 – New Employees**

When a new Graduate Teaching Assistant is hired, a welcome and training package will be sent by Human Resources to the new employee and shall introduce them to the Union and provide them with resources for being a Graduate Teaching Assistant.

### **3.03 – Change to Union Dues**

The Union shall inform the Employer in writing one (1) month in advance of any change in dues to be deducted and the Employer shall deduct for each term of appointment at the rate of which it has received most recent notice.

### **3.04 – Direct Remittance**

Deductions shall be forwarded to the Treasurer of the Union or electronically transferred to the Union's account. The payment shall be accompanied by a list of names, total wages, and dues deducted.

### **3.05 – Deduction of Dues**

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

### **3.06 – Indemnification of Union Dues**

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

### **3.07 - Information**

- (a) The Employer agrees to inform all applicants for employment in the Bargaining Unit that the Union represents the Bargaining Unit and that a Collective Agreement is in effect. This information shall be included in all offers of appointment.
- (b) The Employer agrees to provide the Union with access to the employment report including; names, addresses, status of employment, departments, phone and email information, and employee numbers of the Bargaining Unit.
- (c) The Union shall provide the Employer with the name, telephone number, and email address of each Union Steward, Executive Member, and Union Representative annually and such changes thereafter as they occur.

- (d) The Employer shall forward to the Union copies of the following reports no later than October 15 of each year, either electronically or in paper format, subject to mutually agreed upon changes from time to time:
- i. Confirmation of Changes;
  - ii. Graduate Teaching Assistants Union Eligibility Roster Sorted by Name in Department; and
  - iii. Graduate Teaching Assistants by Department.
- (e) The Employer also agrees to provide employees with an electronic copy of the Collective Agreement, and a printed copy prior to commencement of their initial employment contract, up to a maximum of one hundred twenty (120) copies over the term of each Agreement. The cost of printing the Agreement shall be shared equally between the Employer and the Union.

## **ARTICLE 4 – UNION FACILITIES**

### **4.01 – Bulletin Boards**

The Employer shall provide space for two (2) bulletin boards where members of the Bargaining Unit are employed, as well as in a mutually agreed upon central and visible location, and such space(s) shall be designated as CUPE 2278 space(s). The Union shall have the exclusive right to use this space to convey information to employees.

### **4.02 – Room Bookings**

Based on availability, the Employer shall permit the Union to book University rooms through Room Bookings for business meetings of the Union membership at no cost.

### **4.03 – Tables**

The Union, upon request and in accordance with University policies and processes, will have use of a table at no cost. Such requests shall not be unreasonably denied.

### **4.04 – Copy Services**

The Union, upon request, will have access to Copy Services at the cost of the Union.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

### **5.01 – Management**

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

### **5.02 – Management Rights**

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

### **5.03 – Grievance and Arbitration Procedure**

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

## **ARTICLE 6 – NO DISCRIMINATION**

### **6.01 – No Discrimination/Interference/Restriction or Coercion**

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 relationship and in the hiring process by reason of the following: age; race; colour; ancestry; place of origin; religion; gender expression; gender identity; sex; sex or gender transition status; sexual orientation; marital status; family status; physical disability; mental disability; political belief or membership, candidacy, or office in any political or labour organization; conviction of a criminal or summary conviction offence unrelated to their employment.

### **6.02 – Bonafide Occupational Requirements**

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

### **6.03 – No Employment Discrimination**

The Employer shall not discriminate financially, academically, or otherwise against any person because of their employment within this Bargaining Unit.

### **6.04 – Human Rights Code**

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

### **6.05 – Environment Free from Harassment**

- (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 of others. If a Bargaining Unit member experiences harassment, the applicable University policy and procedures will apply. If a harassment case arises out of a Bargaining Unit member's employment, they have recourse at any time to the Grievance Procedure.
- (b) Harassment is behaviour, whether physical, visual, or verbal, directed against a Bargaining Unit member for which there is no genuine and reasonable justification. Such behaviour adversely affects individuals or groups because of age; race; colour; ancestry; place of origin; religion; gender expression; gender identity; sex; sex or gender transition status; sexual orientation; marital status; family status; physical disability; mental disability; political belief or membership, candidacy or office in any political or labour organization; conviction of a criminal or summary conviction offence unrelated to their employment.

### **6.06 – Academic Retaliation**

Academic retaliation related to the employment relationship or any threat to harm an employee's academic performance is a form of harassment. Allegations of academic retaliation shall be reviewed and, if substantiated, will be investigated using the Grievance Procedure.

### **6.07 – Reports of Violations**

No employee shall be dismissed, disciplined, penalized, or intimidated as a result of a genuine report of pollution, WorkSafe, harassment, or other violations or alleged violations by the Employer. It is agreed the Union shall advise the Employer, without retaliation, using the appropriate policies and procedures, of any violations prior to reporting any alleged violation the Union shall afford the Employer reasonable opportunity to address the violation.

## **ARTICLE 7 – LABOUR MANAGEMENT RELATIONS**

### **7.01 – Representatives**

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

### **7.02 – Labour Management Committee**

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 (2) 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 prior to the meetings.

### **7.03 – Right for Representation**

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

### **7.04 – Time for Meetings**

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) employees. Every attempt will be made to hold Union business outside of a Graduate Teaching Assistant's working schedule. When meetings occur during a Graduate Teaching Assistant's working schedule, a leave form will be submitted to Human Resources and the cost of wages will be reimbursed by the Union. Labour Management Committee and Health & Safety Committee meetings will be held at the cost of the Employer.



## **ARTICLE 8 – REPRIMAND**

### **8.01 – Formal Reprimand**

A formal reprimand is a written expression of dissatisfaction with some aspect of the employee's performance of duties or a violation of a University policy. 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 an employee's performance are not subject to this Article.

### **8.02 – Expression of Dissatisfaction**

Expression of dissatisfaction which may lead to a formal reprimand shall be discussed in a meeting between the Dean or designate and the employee. The employee shall be advised that a Steward or other Union representative may be present. A Steward or other Union representative will be present if the employee so requests.

### **8.03 – Disciplinary Record**

A formal reprimand of an employee shall be removed and not be used against them at any time after one (1) year from the date of the incident provided that there has been no further disciplinary action taken during that time. In the event that an employee is disciplined related to harassment/discrimination, bullying, and/or violence (as defined by WorkSafeBC Regulations) it shall not be used against them at anytime after two (2) years have passed from the date of the incident provided that there has been no further disciplinary action taken during that time.

## **ARTICLE 9 – DISCIPLINE**

### **9.01 – Discipline Procedure**

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

### **9.02 – Disciplinary Action in Writing**

If disciplinary action is to be taken against an employee, they shall be advised in writing, within a reasonable amount of time, with a copy to the Union, of the action being taken and the grounds upon which the action is based.

### **9.03 – Grieving Disciplinary Action**

An employee who wishes to grieve disciplinary action taken against them shall initiate the grievance at Step 1.

### **9.04 – Burden of Proof**

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

### **9.05 – 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, if the matter is referred to an Arbitrator. The value of the compensation for loss of wages or salary must not exceed the end date of the employee's appointment from which the employee was unjustly suspended or discharged.

## **ARTICLE 10 – COMPLAINTS AND GRIEVANCES**

### **10.01 – Recognition of Union Stewards, Representatives, and Grievance Committee**

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

### **10.02 – Permission to Leave Work**

The Employer agrees that Stewards shall be given reasonable freedom of action in investigating disputes and presenting adjustments. It is agreed that no Union official or Steward shall leave their work without obtaining permission from their Supervisor which shall not be unreasonably withheld and will be supported by the submission of a leave form. 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.

### **10.03 – Definition of a Grievance**

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

### **10.04 – Union or University May Institute Grievance**

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

The University shall have the right to initiate a grievance with respect to actions of the Union, an Officer, or a member(s) at Step II.

### **10.05 – Grievance Procedure**

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

#### **Step I**

- (a) The grievance shall be stated in writing and shall be submitted to the Dean or designate. The written grievance shall provide:
  - (i) A description of the grievance and the incident(s) from which the grievance arose.

- (ii) The suggested remedy.
- (b) The Dean or designate shall meet with the employee and respond to the grievance within ten (10) working days; the employee may be accompanied by their Steward or another Union representative. The Dean or designate may be accompanied by another representative of the Employer.
- (c) Failing settlement, the grievance shall proceed to the next step with a maximum of five (5) working days of the Dean or designate's reply.

## **Step II**

Step II shall commence upon written presentation of the grievance to the Department of Human Resources. The Employer and the Union shall then have ten (10) working days in which to meet and attempt to resolve the grievance. The site for the hearing of a grievance will be reasonably accessible to the Union and the Employer. If the grievance is resolved, a memorandum shall be made of the agreement reached and signed by the representatives of each party, and a copy shall be made for each party. If the grievance cannot be resolved, the Union shall, following the ten (10) working day time limit, signify in writing to the Employer its intention to invoke the Arbitration Procedure.

### **10.06 – Time Limits**

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

### **10.07 – Employees May Be Present**

The grievor(s) shall be permitted time off without loss of pay and benefits to attend to the adjustment of a grievance and may take part at any step in the Grievance Procedure. It is mutually agreed upon that all reasonable efforts should be made to not disrupt student learning and the delivery of education.

### **10.08 – Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the University or the Union, as the case may be, within ten (10) working days of the occurrence at Step II. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration.

### **10.09 – Priorities**

Any grievance involving suspension, dismissal, or health and safety shall be initiated at Step I.

### **10.10 – Step II Disclosure**

To the extent that the Step II grievance is particularized, the parties shall endeavor to exchange information essential 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.

**10.11 – Technical Objections to Grievance**

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

## **ARTICLE 11 – ARBITRATION**

### **11.01 – Single Arbitrator**

An Arbitrator shall hear an unresolved grievance. The parties will agree on a single Arbitrator. The decision of the Arbitrator shall be final, binding, and enforceable on all parties. The Arbitrator shall not have the power to change this Agreement, or to alter, modify, or amend any of its provisions.

### **11.02 – Expenses of the Arbitrator**

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

### **11.03 – Amending of Time Limits**

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

### **11.04 – Payment of Arbitration Costs**

The Employer agrees that an employee, whether as a grievor, witness, or Union representative, shall be permitted the necessary time off from work without loss of pay and benefits to attend an arbitration hearing and will be supported by a leave form. 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. The cost of member attendance at an arbitration shall be borne by the Union. 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 Dean or designate which shall not be unreasonably withheld.

## **ARTICLE 12 – JOB DESCRIPTIONS AND ASSIGNMENT OF DUTIES**

### **12.01 – Job Profiles**

The Employer shall produce a job profile that covers all Graduate Teaching Assistants, which may be amended from time to time by the Employer.

### **12.02 – Workload Agreement**

At the beginning of each semester, a Workload Agreement shall be reviewed and agreed upon by the Graduate Teaching Assistant and the Course Instructor within a reasonable timeframe.

The Workload Agreement shall normally describe the following:

- Course Instructor
- Course name
- Class times and location(s)
- Class size/number of students
- Location of office hours
- Expected duties and estimated corresponding hours for said duties
- Any relevant information otherwise unspecified.

The Dean or designate, 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.

With respect to scheduling of time off, if responsibilities are anticipated to extend into the period between December 24 and January 1, this must be discussed and mutually agreed upon.

### **12.03 – Failing to Reach Agreement**

Failing agreement in the review meetings either party may take the matter up at Step I of the Grievance Procedure.

### **12.04 – Duties**

All of the duties of the employee assigned by the Dean or designate, or Supervisor, including assigned work beyond regular instructional hours, shall be included in the calculation of required hours.

### **12.05 – Review of Appointment Forms**

Upon request for review of the recruitment process, the University shall meet with the Union for review within four (4) weeks of the request.

### **12.06 – Cultural and Lived Experience**

The Employer agrees that Graduate Teaching Assistants are hired for their expertise in the field in which they are studying. Graduate Teaching Assistants will not be expected

to contribute expertise from their lived experience as a member of a socially marginalized group, without seeking agreement first.



## **ARTICLE 13 – JOB POSTINGS, APPOINTMENTS, AND RESIGNATION**

### **13.01 – Qualifications**

The University will consider qualifications relevant to the position available when appointing Graduate Teaching Assistants.

### **13.02 – Job Postings**

- (a) A list of available Graduate Teaching Assistant positions and applicable application procedures will be posted on the Human Resources website and the bulletin board outside the Human Resources office.
- (b) This list shall include: the course title and number, an estimate of the number of positions available in the course, current salary, number of hours per week, description of expected duties, and the deadline for application.
- (c) The following procedures shall be followed for all hiring of Graduate Teaching Assistants:
  - i. Positions shall not be designed or altered to privilege or exclude any potential candidate(s) for reasons other than genuine suitability for the position.
  - ii. The Employer shall act in good faith in carrying out a fair, equitable, and transparent hiring process at all time.

### **13.03 – Appointment Term**

- (a) Graduate Teaching Assistants will be hired as salaried employees on a defined term basis, which shall normally be defined as not less than one (1) semester in length.
- (b) The list of available Graduate Teaching Assistant positions shall normally be posted one (1) month prior to the start of the semester. The list will be continuously updated throughout the year as opportunities become available. Available positions will be posted with as much notice as possible. Review of applications may commence seven (7) working days after posting.

### **13.04 – Resignation**

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

## **ARTICLE 14 – HOURS AND SCHEDULING AND RESCHEDULING OF WORK**

### **14.01 – Hours of Work**

A Graduate Teaching Assistant shall be paid according to a Graduate Teaching Assistantship salaried contract. Contracts will be a minimum of two (2) hours per week up to a maximum of eighteen (18). Average hours per week will be specified in each contract.

Graduate Teaching Assistant positions have an allotted number of hours and it shall be the responsibility of the Graduate Teaching Assistant to document hours worked, with included demonstration of work activities and outcomes to be reviewed and approved by the Supervisor. Authorized hours worked in excess of those agreed to shall be paid for at an hourly rate. Such hours shall be mutually agreed upon in advance by the employee and the Supervisor, and not unreasonably denied. The Supervisor will then request authorization from the Dean or designate. Payment for all hours worked shall be included on the employee's Statement of Earnings.

Graduate Teaching Assistantships may be updated by mutual agreement between the Dean or designate and the employee. The employee may bring a Steward or other Union representative to any such discussion.

Any scheduled teaching duties, online or in person, outside of the hours of 7:45 a.m. to 10:00 p.m. are contingent upon the advance consent of the employee.

### **14.02 – Rest Periods**

The Employer shall not require any employee to teach without interruption for more than three (3) consecutive hours. Employees shall be entitled to a twenty (20) minute break every three (3) hours with the exception of laboratory or field classes in which breaks shall be scheduled at a mutually agreed time.

### **14.03 – Daily Work Schedule**

The Employer shall not require any employee to perform teaching or related duties amounting to more than eight (8) hours per day without their agreement, with the exception of courses involving field work.

### **14.04 – Academic Scheduling Conflict**

The Employer shall not require that an employee's work schedule conflict with their scheduled course work. Any scheduled conflicts shall be brought forward by the Graduate Teaching Assistant to the Supervisor prior to commencing a Graduate Teaching Assistantship in order to come to a resolution.

### **14.05 – Break Before Examination, Thesis, or Dissertation Defense**

The Employer shall not require any employee to perform marking or invigilation duties in the twenty-four (24) hours before their comprehensive examination or thesis or dissertation defense, without the employee's agreement.

**14.06 – Reasonable Rescheduling of Work**

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

**14.07 – Limitations in Work**

The Employer shall not require any employee to prepare and/or deliver lectures for greater than half of the scheduled lectures of any course, nor should they require any employee to perform holistically the duties of a lab instructor.

## **ARTICLE 15 – TECHNOLOGICAL CHANGE**

### **15.01 – Definition**

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

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

### **15.02 – Technological Change Process**

If the technological change referred to in 15.01 is likely to affect the terms and conditions of employment of a significant number of employees to whom the Collective Agreement then in force applies, the Employer shall give thirty (30) working 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.

## **ARTICLE 16 – HOLIDAYS AND VACATIONS**

### **16.01 – Holidays**

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

New Year's Day	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.

### **16.02 – Vacations**

Vacation pay shall be paid out each pay period at six per cent (6%) in lieu of paid vacation days.

## **ARTICLE 17 – LEAVES**

### **17.01 – Leave Process**

All leaves covered under the Collective Agreement are available to the Graduate Teaching Assistants under the conditions specified and will be supported by the employee providing a leave form.

### **17.02 – Bereavement Leave**

In case of death in the immediate family, an employee shall be entitled to up to one (1) week's leave without loss of pay upon notification to the Dean or designate, and their Supervisor.

Such leave shall not exceed an employee's average weekly hours of work as stated in the employee's employment contract.

Bereavement leave may not be extended beyond the period of the existing appointment.

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

### **17.03 – Domestic and Sexual Violence Leave**

Employees experiencing domestic or sexual violence (as defined in the *Employment Standards Act – Interpretation Manual*) or whose dependent has experienced domestic or sexual violence, are entitled to up to ten (10) days unpaid leave, and up to fifteen (15) weeks of unpaid leave.

### **17.04 – Jury or Court Witness Duty Leave**

Employees who are required by law to serve as jurors or witnesses in any court shall be granted unpaid leave of absence for this purpose.

### **17.05 – Military/Reservist Leave**

Employees who are required by law to serve in the military shall be granted unpaid leave of absence for this purpose without prejudice to future reassignment or reappointment.

### **17.06 – Maternity/Parental Leave**

In case of pregnancy or adoption, the employee shall be granted leave of absence without pay in accordance with the Maternity and 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.

### **17.07 – Sick Leave**

An employee who is prevented by sickness or injury of themselves and/or responsibility for caregiving of their immediate family which is 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) Such leave shall not exceed an employee's average weekly hours of work as stated in the employee's employment contract.
- (c) Total sick leave eligibility will not exceed the equivalent of one (1) week average hours of work.
- (d) Employees who are employed for terms less than six (6) weeks in length, are not eligible under this Article.

#### **17.08 – Long Term Leave**

Any employee who declines a position as a Graduate 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 future appointment.

#### **17.09 – Leave of Absence for Union Business**

Upon written request and subject to occupational requirements, employees shall be granted leave of absence without loss of pay to participate in Union activities. The Union shall reimburse the University for the cost of wages and benefits. It is understood that such leave of absence must not interfere with operational requirements of any University department.

The Union will provide a billing contact and email address to the UNBC payroll office for delivery of the quarterly invoice and notify payroll of any changes.

#### **17.10 – Statutory Leave**

This Article recognizes the statutory obligations of the University and the Union to provide unpaid leaves to employees for situations in accordance with the *Employment Standards Act* not described in any other provision of the Collective Agreement.

Examples of such Statutory Leaves include:

- Family Responsibility Leave;
- Compassionate Care Leave.

## **ARTICLE 18 – PICKET LINES**

### **18.01 – Crossing of Picket Lines**

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.

### **18.02 – Working During a Strike**

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



## **ARTICLE 19 – HEALTH AND SAFETY**

### **19.01 – Cooperation on Safety**

The Employer and Union will cooperate in advancing the application of regulations which will afford adequate protection to employees engaged in hazardous areas.

### **19.02 – Safety Committee**

It is agreed that employees shall have the opportunity to have a representative on any departmental or area safety committee where members of the Bargaining Unit are employed.

### **19.03 – 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.

## **ARTICLE 20 – GENERAL CONDITIONS**

At the conclusion of the appointment period, the Employer shall provide a record of employment in accordance with *Employment Insurance Act* and its Regulations.

## **ARTICLE 21 – CORRESPONDENCE**

### **21.01 – Correspondence Process**

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

### **21.02 – Communication Between Officials**

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

## **ARTICLE 22 – EMPLOYEE RECORDS**

### **22.01 – Employee Files**

- (a) An employment file for each employee shall be maintained in the department of Human Resources. The employment file will be separate from any file of the academic record of the employee as a student. The employment file will normally include personnel information, employment offers, and reprimands (including the employee's response, if any).
- (b) An employee shall have the right to inspect their employment file upon three (3) working days' written notice to the department of Human Resources. At the request of the employee, copies of any material in the employee's file shall be provided. 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 employee has the right to review their employee file prior to any hearing.

## **ARTICLE 23 – PAYMENT OF SALARY AND ALLOWANCES**

### **23.01 – Remuneration Schedule**

The remuneration for a Graduate Teaching Assistantship identified in Schedule A shall be paid by direct deposit on the regular UNBC biweekly pay schedule.

### **23.02 – Salary Deductions**

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.

### **23.03 – Mileage Allowance**

When an employee is required by the Supervisor to use their privately-owned vehicle in the discharge of their duties as a Graduate Teaching Assistant, they shall be paid the University mileage allowance. This specifically excludes travel between the employee's place of residence and the University campus.

## **ARTICLE 24 – TRAINING AND EMPLOYMENT INPUT**

### **24.01 – Mandatory Training**

All Graduate Teaching Assistants shall be paid for training deemed mandatory by the Employer.

Level 1 Teaching Assistant Workshop provided by the Centre of Teaching, Learning and Technology, or equivalent training, is deemed mandatory by the Employer in an effort to support the service delivery of education to our students.

### **24.02 – Employee Input**

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.

## **ARTICLE 25 – TERM OF AGREEMENT**

### **25.01**

This Agreement shall continue in full force and effect from July 1, 2019 to June 30, 2022. Either party to this Agreement may, not more than four (4) months prior to the expiry date of this Agreement notify the other party, in writing, of its desire to negotiate a new or revised Collective Agreement at which point, collective bargaining must commence within thirty (30) working days of notice.

This Agreement shall continue in full force and effect between the parties et al. Neither party shall make any changes or alter the terms of this Agreement until the parties have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement, whichever is the earliest.

## **ARTICLE 26 – INTERPRETATION AND DEFINITIONS**

The below is mutually agreed understanding of terms used throughout the Collective Agreement:

### **26.01 – Gender Neutral Terms May Apply**

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the gender-neutral term has been used where the context of the party or parties hereto so requires.

### **26.02 – Supervisor**

A Supervisor shall be designated as being responsible for assigning duties to the employee. An employee will be responsible to no more than one (1) Supervisor in a single contract. In situations where only one (1) Supervisor is not feasible, a primary Supervisor will be identified.

### **26.03 – Working Days**

For the purpose of timelines described in this contract only (e.g. Grievance Procedures), working days shall mean Monday to Friday inclusive, excluding those days already defined.

### **26.04 – Department**

Department shall also mean School, Program, Faculty, or any other identified Academic Unit.

### **26.05 – Immediate Family**

Immediate family shall include parents, spouses, siblings, and children.

### **26.06 – Graduate Teaching Assistant**

Any UNBC student assigned a Graduate Teaching Assistant contract.




**26.07 Essential**

Any information that may potentially influence a decision.

Signed this 13<sup>th</sup> day of November, 2019.

For the Employer:

  
\_\_\_\_\_

  
\_\_\_\_\_

For the Union:

  
\_\_\_\_\_

  
\_\_\_\_\_

## SCHEDULE A

Salaries will be determined based on the hourly rate. General Wage Increase (GWI) will be applied as stated below through the term of this Collective Agreement:

Effective Date	GWI	Hourly Rate
July 1, 2019	2%	\$23.68
July 1, 2020	2%	\$24.16
July 1, 2021	2%	\$24.64