

2019 AAPS Tentative Collective Agreement

SUMMARY OF CHANGES

Subject Matter	Summary of Change
Gender Neutral Language	<p><i>Language will be replaced with gender inclusive terms throughout the Collective Agreement. AAPS and UBC agree to use the term "employee/s" and where a pronoun is required, "they" or "their".</i></p> <p><i>Note that the term Maternity Leave will remain in the Collective Agreement as the term has a specific meaning in both federal and provincial legislation.</i></p>
Land Acknowledgement	<p><i>The following statement will be included on the title page:</i></p> <p>We acknowledge that UBC's two main campuses are located on the traditional, ancestral and unceded territories of the xwma0-kwafam (Musqueam) and Syilx (Okanagan) peoples, and that UBC's activities take place on Indigenous lands throughout British Columbia and beyond.</p>

Articles in the section Agreement on Conditions and Term of Employment (ACTE)

Article	Subject Matter	Summary of Change
2	University Rights	<p><i>The phrase "including the obligation of good faith and fair dealing" has been added to Article 2:</i></p> <p>Common law employment principles, including the obligation of good faith and fair dealing, apply to the employment relationship between the University and employees unless specifically modified by the terms of this Agreement.</p>
3.1.2	Term Employees	<p><i>Changes create a definition of what constitutes term employment</i></p> <p>A term employee is an employee hired with a stated period of employment that is:</p> <ul style="list-style-type: none"> • working on a specific project, in which case the stated period of employment shall be the anticipated duration of the project; and/or • replacing another employee on a leave, in which case the anticipated duration of the employment shall be the anticipated duration of the leave; and/or • the funding for the employee's position is provided for a limited term <p>In cases where an employee is working on a specific project or as a leave replacement that is funded, the stated period of employment</p>

		shall be the shorter period between the anticipated duration of the project/leave and the duration for which the funding is provided.
3.1.3	Term Employees With Three or More Years of Service	<p><i>Reflects the change to notice entitlements for employees on a Term appointment.</i></p> <p>A term employee who has accumulated three (3) years of service within a five (5) year period with the University shall receive the same benefits and entitlements as a regular employee with the exception of notice entitlements set out in Article 9.1. Notice will be in accordance with Article 9.2.</p>
5.4.1.1	Temporary Promotion	<i>The language regarding a 10% increase in salary for temporary promotions lasting 6 months or longer has been removed. The other language remains intact. This change does not preclude a member from negotiating a larger salary increase when offered a temporary promotion.</i>
5.4.5	Reclassification	<i>The language was changed to reflect current HR titles, now referring to the Managing Director of Total Compensation.</i>
6	Evaluation	<p>The parties to this Agreement recognize that all employees have a right to fair and equitable treatment, including candid feedback on their work performance and effectiveness. This is important for a number of purposes including: the trust in the relationship between a supervisor and their staff; job description updates and professional development opportunities; salary progression; and management of the employment relationship. In order to facilitate this and render it truly effective at the working unit level, each working unit will develop performance feedback mechanisms.</p> <p>The performance development and review process will provide for:</p> <ul style="list-style-type: none"> • The opportunity for a two-way conversation • The opportunity to reflect on the past • The opportunity to set realistic goals for the future • A career or professional development component
8.3	Right to Representation	<p><i>UBC agrees to AAPS' long-held position that members are entitled to representation at investigatory meetings</i></p> <p>An employee shall have the right to have a representative from AAPS present at any investigatory interview relating to potential misconduct and at any disciplinary meetings.</p> <p>When the University requires a staff member to attend an interview for a purpose which is known in advance by the University to be</p>

		<p>related to potential misconduct or of a disciplinary nature, the University shall advise the staff member in advance of the right to have an AAPS representative present.</p>
9.1.2	Authorization	<p><i>The language was changed to reflect current titles:</i></p> <p>The termination of employment of a regular employee who has successfully completed their appropriate probationary period must be authorized by the appropriate Vice President or Dean, as applicable; or in the Okanagan, the Deputy Vice Chancellor and Principal, the Provost and Vice President Academic, or Dean, as applicable.</p>
9.1.7	Notice Entitlements	<p><i>This change removes reference to notice for Term employees who have accumulated three (3) years of service within a five (5) year period. Notice for these employees is now addressed in Article 9.2.</i></p>
9.1.8	Duty to Mitigate	<p><i>Language changed to clarify Salary Continuance payments for members who have found other work.</i></p> <p><u><i>Within Three Months</i></u> <i>Payments will cease if within three months of termination a member finds ongoing alternative work or after three months if the member finds ongoing alternative employment with the University /BC public sector.</i></p> <p><u><i>Outside of Three Months</i></u></p> <p><i>If a member finds ongoing alternative employment outside the University/BC public sector, they will be paid 50% of the salary of the remaining notice period as a lump sum.</i></p> <p><i>If a member finds employment that is not ongoing alternative employment, they will have their salary continuance payments continue but with the new employment income deducted from their subsequent payments.</i></p>
9.1.10	Transition Counselling	<p><i>Change to expand options for transition counselling for regular employees who have been released under article 9 and have more than 5 years of continuous service.</i></p> <p><i>transition counselling for Term Employees is contained in Letter of Agreement 8.</i></p>
9.1.11	Resignation	<p><i>Amended to include the additional phrase:</i></p> <p>The amount of notice may be reduced by mutual agreement between an employee and their manager.</p>

9.2.2	Termination of Employment During the Term	<p><i>Please note that current Terms remain under the 2014-2019 Collective Agreement. For Term Employees beginning a new term as of June 1, 2020 and who, as per Article 3.1.3, have accumulated three (3) years of service within a five (5) year period:</i></p> <p>A term employee who has qualified under Article 3.1.3 will receive written notice or pay in lieu for the amount of time remaining in their term to a maximum of twelve (12) months. The minimum period of notice provided will be three (3) months.</p> <p><i>There is no change for term employees with less than three years service within a five-year period.</i></p>
12.3.3	Subrogation Clause	<p><i>Amended to clarify that ICBC payments are excluded from reimbursement to the University in the event that a member recovers wage losses from a third party due to an accident or incident for which the third party is liable.</i></p>
12.4	Bereavement Leave	<p><i>This article used to be called Compassionate Leave. The paid leave time has increased to 5 days from 3.</i></p>
12.6	Maternity and Parental Leave	<p><i>The language in this article has been updated to be gender inclusive. Please note that Maternity Leave is a term used by the federal government to define the parent that physically gives birth to the child. Parental leave refers to the parent who does not physically give birth to the child. They may be the biological parent or not.</i></p> <p><i>Language has been updated to reflect new legislation.</i></p> <p><i>Maternity Leave</i></p> <ul style="list-style-type: none"> • <i>Can be started 13 weeks before due date</i> • <i>Member who takes maternity leave can take up to 61 weeks parental leave without pay</i> <p><i>Parental Leave</i></p> <ul style="list-style-type: none"> • <i>Parents who did not take maternity leave and are not adoptive parents can take up to 62 consecutive weeks without pay from the University. This must begin no later than 78 weeks after the birth of the child</i> • <i>Parents who adopt a child can take up to 62 consecutive weeks without pay from the University. This must begin not later than 78 weeks after the child is placed with the parent</i>
12.6.3	Supplemental Employment Benefits Plan	<p><i>Please note that language regarding the duration of the Supplemental Employment Benefits Plan is contained in a Letter of Agreement.</i></p>

		<p>NEW:</p> <p><i>Parents who take both maternity and parental leave are eligible for both the University's Maternity Leave Supplemental Employment Benefit and the University's Parental Leave Supplemental Employment Benefits. Members must return to work at UBC for at least six months following the end of their parental leave or they will be required to pay back the SEBs.</i></p> <p><i>Parents who take parental leave are eligible for the University's Parental Leave Supplemental Employment Benefit. Members must return to work at UBC for at least six months following the end of their parental leave or they will be required to pay back the SEB.</i></p> <p><i>If a member is terminated under articles 9 within 6 months of returning to work after their leave, they will not be required to pay back the SEB(s).</i></p>
12.8	Leave of Absence	<p>Language has been added to this article to say that: Requests for leave under this article does not include a request for an employee to work elsewhere.</p>
12.8.1	Extension of Probationary Period	<p>New: Language has been added to reflect the current practice that: The probationary period will be frozen while a probationary employee is on a leave of absence in accordance with this Article. Upon return to work from such leave, a probationary employee will complete the remainder of their probationary period.</p>
12.9	Deferred Salary Leave	<p>REMOVED: <i>This article regarding a Deferred Salary Leave program administered by UBC has been removed. This program is no longer available, but members can still request leave under article 12.8.</i></p>
12.11	Domestic Violence Leave	<p>NEW: <i>This article allows for 5 days of paid leave per calendar year to address issues regarding domestic violence. The days do not need to be used consecutively.</i></p>
13.2	Medical Services Plan	<p>REMOVED: <i>With the elimination of the Medical Services Plan (MSP), this article has been deleted.</i></p>
14.3 & 14.3.1	Professional Rights and Standards of Practice	<p><i>Currently, when University requires an employee to have and to maintain registration or licensure with a professional regulatory body as a condition of employment, UBC pays the professional accreditation fee, pro-rated in accordance with the member's FTE.</i></p> <p><i>This clause amends the above obligation by requiring that the appointment must be for 1 year minimum.</i></p>

Letters of Agreement

Letter	Subject Matter	Change	Summary of Change
LOA #1	Pay Structure and Salary Administration Policy	Renewed: Change to Merit Pay	<p><i>Language on Salary Increases Beyond Midpoint (Merit) amended to address situation where some members were not being considered for a merit increase in their first year of eligibility:</i></p> <p>Increases to employees' salaries beyond the midpoint of the salary ranges will be on the basis of a performance-based merit pay model, and will be effective no later than the anniversary date in their current position within the first year of merit assessment. In subsequent years, the employee will be considered eligible for an increase on the standard university merit effective date (typically July 1) of each year.</p>
LOA #2	Benefit Coverage Beyond Age 65	Renewed: no changes	
LOA #3	Professional Development	Renewed: changes to total amount of fund	<p>The fund will increase by the following amounts on a cumulative basis:</p> <p>July 1, 2020 increase by \$500,000, to \$1,260,000</p> <p>July 1, 2021 increase by \$740,000 to \$2,000,000</p>
LOA #4	Search for Alternatives	Renewed with deferral	<i>The parties agree to refer discussions regarding the University obligations under 9.1.4 to ISIPS meetings. *</i>
LOA #5	Employee Classifications at UBCO	NEW	<i>The parties agree to refer discussion regarding the classification of employees at the Okanagan Campus to ISIPS meetings. * Discussions will include participation from individuals who work at Okanagan Campus</i>
LOA #6	Transit Affordability and Usage	NEW	<i>Both parties have agreed to discuss strategies to increase the use and affordability of public transportation at future ISIPS meetings. * The parties also recognize that the needs of employees based in Vancouver are different from employees based in the Okanagan and the discussion on transit affordability and usage will include representatives from both Vancouver and the Okanagan.</i>
LOA #7	Term Employees	NEW	<p>Employees in a term appointment on June 1, 2020, will receive notice entitlements if their employment is terminated during their term as set out below for their <u>current term appointment only</u>:</p> <ul style="list-style-type: none"> If the employee has less than the equivalent of three years of service within a five (5) year

			<p>period the employee will receive at least one (1) month's written notice of termination, or pay in lieu.</p> <ul style="list-style-type: none"> For those term employees with greater than the equivalent of three (3) years of service within a five (5) year period, notice will be as stated in 9.1. 7. <p>All term appointments <u>provided after June 1, 2020</u> will receive notice entitlement in accordance with Article 9.2.</p>
LOA #8	<p>Long Service Term Employees</p> <p>12 years of service or more</p>	NEW	<ul style="list-style-type: none"> University will create a fund to support term employees with 12 years of service or more and who must transition to new employment. Support would include services such as transition coaching, professional development, or other options that may assist the employee in obtaining new employment. The University will establish the fund and any associated criteria for applications by eligible employees within four (4) months of implementation of the revised Agreement on Conditions and Terms of Employment (ACTE).
LOA #9	Spiritual, Cultural & Religious Observances	NEW	<p><i>Members who require time away from work for religious, spiritual, and cultural observances may request to take the time off as an unpaid leave of absence, vacation, or by re-scheduling their work hours.</i></p> <p><i>Requests to take time away should be made with as much notice as possible. They should be made to your Manager or Administrative Head of Unit. These Managers or Heads will make every reasonable effort to approve any such requests.</i></p>
LOA #10	Personal Emergency Leave	NEW	An employee shall be granted up to one (1) full working day with pay each year to deal with a personal emergency.

Documents and Appendices

Type	Name	Summary of Changes
Appendix 1	Supplemental Employment Benefits	<ul style="list-style-type: none"> • The University will top up the salary through the Parental Leave SEB plan for a maximum of 10 weeks to 95% of the employees' pre-parental leave salary. In the event that an employee takes parental leave longer than 35 weeks, their Parental Leave SEB plan eligibility will be calculated based on a maximum parental leave of 35 weeks. • Employee must return to UBC for 6 months after their leave or they will be required to pay back the SEB(s). • In the event an employee's FTE is reduced upon their return to the University after the leave period, the six (6) months will be prorated to reflect their FTE prior to commencing their leave.
Appendix 2	Deferred Salary Leave Program	Removed
Document A	Classification Matrix and Salary Grid	<i>Will be updated and released by UBC HR. We will post on our website when the new matrixes are available.</i>
Document B	Benefits	Unchanged
Document C	Comparator Organizations	Unchanged

*ISIPS Meetings refers to the Information Sharing and Informal Problem Solving Meetings and are regular meetings held between UBC HR and AAPS Leadership.