Letter of Agreement
Between
The University of Victoria (UVic)
And
CUPE, Local 4163, Component 2

Re: COVID-19 related workforce adjustments for Regular Sessional English Language Teachers

The parties share the desire to work collaboratively with other employee associations and entities at UVic, the Ministry of Advanced Education, UPSEA, PSEC, granting agencies, our students, faculty and other stakeholders in considering several key factors to address staffing, including service delivery, fiscal stability, and business continuity with an eye to contemplating the resumption of operations consistent with the PHO guidelines.

The terms of this Agreement represent a one-time alteration of the Collective Agreement arising from the unique challenges presented by the COVID-19 pandemic. This Agreement is made without prejudice and with precedent reflective of these circumstances and does not constitute a modification of the terms and conditions of the Collective Agreement.

Consistent with these principles, the parties agree to the following exceptions to the collective agreement on a without prejudice and precedent basis:

1. All Regular Sessional English Language Teachers will, effective no earlier than June 15, 2020 be moved off their amortized appointment and, subject to qualifications and seniority, either be appointed to a) or b) below:
   a) temporary contract, specific to project requirements, for online course development (full-time workload);
   b) temporary contract, specific to length of program, to deliver second language teaching through work share (e.g. 50-50 workload of 1 full-time appointment) consistent with, and subject to approval of, the Federal Work-Sharing – COVID-19 Program and as operational demands (e.g. time zones related to synchronous teaching) require. (Note: If Government approval is not received, teaching will normally be at a full-time workload unless number of classes offered or program design [e.g. synchronous part time customized] does not allow.) or be placed on temporary layoff. Should UVic deem it necessary to issue notice of temporary layoff, within a department or unit, the University shall first canvass Regular employees for voluntary layoff prior to implementing the layoff of a Regular employee, subject to operational requirements and for a period no later than September 26, 2020. For greater clarification, voluntary layoff occurs where the University identifies a shortage of work and employees agree to accept layoff out of seniority order. In such circumstances, the University shall issue an ROE indicating “Shortage of Work” as the reason for the layoff. Should no such employee agree to accept a voluntary layoff, the junior employee or employees will be temporarily laid off effective no earlier than June 15, 2020. The temporary layoff will provide for a recall period of up to twelve (12) consecutive months.

2. Any temporarily laid off Regular Sessional English Language Teacher who is in receipt of the Canada Emergency Response Benefit (CERB) program will receive top up of up to $950.00 per month (pro-rated for part-time service and subject to no employee receiving more than their regular wage), or who is, alternatively, in receipt of regular EI will receive Supplementary Unemployment Benefit plan top up, both of which in order to provide for continuance on pension and benefit plans (i.e. EHB, dental, Life Insurance and LTD) through payroll deduction of the normal premiums. UVic will continue its premium payments for any such employee.
3. Any employee who is temporarily laid off and in receipt of such top up agrees to provide current and updated contact information for recall purposes and to return to work within 1 week of notice of recall. Temporary recall may be to:
   a) temporary contract, specific to project requirements, for online course development; or
   b) temporary contract, specific to length of program, to deliver second language teaching, either full time, or part-time consistent with, and subject to approval of, the Federal Work-Sharing –, and as operational demands (e.g. time zones related to synchronous teaching) require; or
   c) other work at UVic; or
   d) on a voluntary basis, as secondment to other public sector employers, for which the employee is qualified for and capable of performing. Continuing recall will be to the employee’s own classification. In all instances of recall pay will be at the employee’s regular wage, or the rate of the new classification, whichever is higher. Refusals of recall without a compelling reason, such as lack of suitability, will be deemed resignations from UVic.

4. If, in the case of an employee refusing recall, the University and the Union disagree on what constitutes a compelling reason for said refusal, the parties agree to submit to an expedited dispute resolution process.

5. If an employee is seconded on a voluntary basis, their employer shall remain UVic and the terms and conditions of the Collective Agreement between CUPE Local 4163 and UVic shall apply, except where temporarily varied by this LOA.

6. Employees who have been temporarily laid off pursuant to 1 above who have outstanding vacation balances, prorated to the effective date of such layoff, will be required to exhaust their vacation before their period of layoff begins.

7. Neither temporary layoff nor work sharing will negatively affect Regular Sessional English Language teachers’ status or position on the seniority list.

8. All University policies and the Collective Agreement provisions between the parties apply unless modified by this LOA.

9. For the purposes of this LOA the recall period under article 26.07 will be extended to September 30, 2021. As such, this LOA remains in full force and effect until the end of the extended recall period for affected employees or upon provision of two (2) months written notice by either the University or the Union.

Signed the 15th day of June, 2021.

For CUPE, Local 4163, Component 2:        For UVic:

[Signature]
Greg Melnechuk                         [Signature]
President                               Steve Gorham
                                      Director, Labour Relations