

# **AGREEMENT BETWEEN**

**University Of Victoria**



And the

**Canadian Union of Public Employees  
LOCAL 951**



**April 1, 2022 - March 31, 2025**

The parties recognize and acknowledge with respect the *ləkʷəŋən* peoples on whose traditional territory the University of Victoria is located and the *Songhees and Xwsepsum/Kosapsam [Esquimalt], WSÁNEĆ (STÁUTW/Tsawout, WJOLELP/Tsartlip, BOKÉĆEN/Pauquachin, WSIKEM/Tseycum)* peoples whose historical relationships with the land continue to this day.

May we build strong working relationships with all local nations and walk the path towards reconciliation together, with trust, humility, kindness, and respect. Our work will reflect the intention of peace, friendship, and understanding, while we continue to walk softly on these ancestral lands.

**2022/2025**

**AGREEMENT BETWEEN**

**UNIVERSITY OF VICTORIA**

**AND THE**

**CANADIAN UNION OF  
PUBLIC EMPLOYEES  
LOCAL 951**

**2022/2025 BARGAINING COMMITTEE MEMBERS**

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THIS AGREEMENT made and entered into by and between:  
UNIVERSITY OF VICTORIA in the Province of British Columbia, hereinafter referred  
to as the "University"

PARTY OF THE FIRST PART

and CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 951  
representing office, technicians, animal care assistants and child care employees of  
the University who are affected by this agreement and for whom it has been certified  
as the sole bargaining agent, hereinafter referred to as the "Union"

PARTY OF THE SECOND PART

WHEREAS it is obligatory upon the University and its employees that efficient operation of  
the University be maintained and to effect this, it is fundamental that harmonious relations  
be continued between the University and its employees, and

WHEREAS the University is an employer within the meaning of the Labour Code of British  
Columbia, and

WHEREAS the parties hereto have carried on collective bargaining under the terms of the  
said Code and have reached agreement as hereinafter expressed,

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each with the other  
as follows:

## ARTICLE 1 - DEFINITIONS

### 1.01 General Definitions

(a) The provisions of this Agreement are intended to be gender inclusive and gender neutral wherever possible, and will be interpreted on that basis. Changes to create gender inclusive and gender neutral language in this Agreement are not intended to change the substantive meaning of any article. When in doubt on that issue, the language of the 1991/93 Agreement will apply. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.

(b) Where in this contract “will” is used it means the same as “shall”.

### 1.02 Regular Employees

All employees appointed to continuing positions for periods of at least 7 months annually on a regular weekly basis with no termination date other than as the result of a layoff as defined in Article 17. Such employees are either:

(a) Full-Time Working a regular work week of 35 hours or, for those on a modified work schedule, an average of 70 hours over a 2 week period:

(b) Part-Time Working less than a regular work week but more than 15 hours per week, or 14 hours or more per week for the purposes of implementing a job share agreement or accommodation, subject to Articles 18.10 and 18.11(a).

(c) Sessional Working less than 12 months annually on a full-time or part-time basis as defined in (a) or (b) above, subject to Article 17.13 Sessional Layoffs.

### 1.03 Temporary Employees

(a) All employees appointed to positions who do not qualify as regular employees, working more than 21 working days or more than 15 hours per week on a regular weekly basis. Such employees will not hold appointments for more than 1 year except by mutual agreement of the parties. Agreement to appoint or extend temporary employees beyond 1 year will not be unreasonably withheld by the Union.

(b) Employees who work 14 hours or more per week for the purposes of implementing an accommodation or job share agreement pursuant to Article 18.10 and/or 18.11(a) will be appointed and receive, on a pro-rated basis as appropriate, all the rights and benefits of half-time temporary employees.

(c) Employees appointed for less than 2 years will be subject to the same provisions as regular employees except where specifically stated elsewhere in this Agreement. Where an employee’s temporary appointment in a position is extended beyond 2 years the employee will have all the rights and benefits of a regular employee.

#### 1.04 Casual Employees

All employees who do not qualify as regular, special or temporary and who work an average of 15 hours or less per week or who fill an unposted temporary position pursuant to Article 16.06. Student employees who work casual hours on a day of classes will be scheduled for shifts of no less than 2 hours.

- 1.05 (a) Each department that hires casual employees will establish and maintain an on-call availability list of casual employees. Copies of the list will be provided to Human Resources and the Union pursuant to Article 7.05.
- (b) Those casual employees who have worked 135 hours in that department will be considered experienced casual employees. Where there are casual hours beyond those covered under Article 18.09, such casual hours will first be offered to such experienced casual employees before any other casual employee, provided that this would not result in overtime.
- (c) Where an experienced casual employee is not regularly available for work, they will be contacted by the supervisor to determine their future availability. If this does not resolve the issue they may be removed from the list.

#### 1.06 Special Employees

- (a) All employees whose salaries are paid from grants to the University (other than those made to, or for the use of, named University employees) which are designated for specific purposes and which do not form part of the University's general operating budget will be designated as special employees.
- (b) Notwithstanding Article 1.06(a), where there are positions funded from grants made to, or for the use of, named University employees and the core duties of the positions are general departmental support that fall within the scope of bargaining unit positions, consistent with the Union's certification, and are not directly related to research grant(s) activities, then these positions will be included in the bargaining unit and the employees will be designated as special employees.
- (c) Appointments of special employees are time limited and/or subject to availability of specific grant funding. Any dispute as to the bargaining unit status of a position may be referred to the grievance procedure for final and binding resolution.
- (d) The University will notify the Union of all CUPE 951 special employees on a monthly basis.

- 1.07 Special employees appointed initially for at least 7 months on a regular weekly basis of more than 15 hours per week will be subject to the same provisions of this Agreement as regular employees except for Articles 15.02, 15.06, 16.12(c), and 17. Special employees who complete 3 continuous years of service without a break (other than sessional layoffs) will be granted all the rights and benefits of a regular employee. All other special employees will be subject to the same provisions of this Agreement as temporary employees.

1.08 A Central Hiring Pool

Human Resources will continue to maintain a central hiring pool to fill departmental requests for clerical and secretarial staff.

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 Subject to the grievance procedure, any rights of management which are not specifically mentioned in this Agreement will continue in full force and effect for the duration of this contract.

**ARTICLE 3 - UNION RECOGNITION**

3.01 The Union is the sole bargaining agent for all employees of the University covered by this Union's certification.

3.02 No employee will be required or permitted to make a verbal or written agreement with the University which conflicts with the terms of this Agreement.

3.03 No individual employee or group of employees will undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be carried out, the Union will supply the University with the names of those so authorized.

3.04 The Union will have the right to have the assistance of representative(s) of the Canadian Union of Public Employees when dealing or negotiating with the University. Such representative(s) will have access to the University's premises in order to deal with any matters arising out of this Agreement.

3.05 The University recognizes that it may not be possible for the Union to complete the business of its regular monthly General and Executive meetings within the normal noon-hour period. In such event, the University agrees that any employee who attends any such meeting will not be penalized for a late return to work which does not exceed ½ hour.

Similarly any employee working a modified work schedule who normally take a ½ hour lunch break and who attends such meetings for a one hour period during the normal noon hour period, will not be penalized for a late return which does not exceed 1/2 hour however the employee will be required to make-up time for any late return in excess of their normal lunch break plus ½ hour.

The Union agrees to provide the University with an attendance record of such meetings on request. Union or Executive members who do not have a scheduled lunch break at the time of such meetings may apply to have their lunch break rescheduled. Such requests will not be unreasonably denied.

3.06 Employees who are invited to a meeting, the content and/or resolve of which they believe may affect the terms and conditions of their employment, will have the right to be accompanied by a Union Steward or Union Officer.

- 3.07 The Union will notify the University of any changes to the list of Union Officers, Union Stewards, or joint committee members. Subsequently, the University will notify, in writing, the relevant supervisor(s) with a copy to the Secretary of the Union. The notice will refer to the employee's contractual rights and obligations with reference to the appropriate articles.
- 3.08 Union members may wear official Union pins or buttons and may display official Union posters, in keeping with past practice and consistent with the University's policies and guidelines.

## **ARTICLE 4 - DISCRIMINATION, CONFLICT RESOLUTION, HARASSMENT, DOMESTIC OR SEXUAL VIOLENCE, SAFE DISCLOSURE AND PRIVACY RIGHTS**

### ***Section A - Discrimination***

- 4.01 The University and the Union agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee, and without limiting the generality of the foregoing, including the matter of wage rates, training, upgrading, promotions, layoffs, discipline, discharge, transfer, recall, classification, personnel benefits or otherwise because of:

Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age, or because that employee has been convicted of a criminal or summary conviction offence that is unrelated to their employment, or by reason of any other prohibited grounds contained in the British Columbia Human Rights Code, nor by reason of membership in a labour union or activity on behalf of the Union.

Personnel benefits programs outlined in the Collective Agreement will be applied in a manner consistent with the B.C. Human Rights Code.

### ***Section B - Conflict Resolution***

- 4.02 All employees have the right to work in an environment where there is mutual respect and where the early identification and positive resolution of workplace conflicts will be encouraged and supported by the University.

Where employees, the University or the Union identify that a workplace conflict exists and where the University and the Union agree that a joint intervention strategy should apply, the parties will jointly support the employees in developing a conflict resolution model appropriate to the situation. Where appropriate, the University will provide mutually agreed upon facilitation support to assist the employees in developing a conflict resolution model and/or facilitating the resolution of the conflict.

The University and the Union will work jointly in resolving conflict and will promote consistent and successful practices.

An effective conflict resolution model will incorporate the following elements:

- (a) a process which provides a safe environment enabling the employee(s) experiencing the conflict to initiate informal resolution discussions with the other employee(s) and for the co-worker(s) receiving the complaint to respond in a respectful manner.
  - (b) demonstrated commitment to the process by all affected employees in the work unit(s).
  - (c) clearly defined and effective communication strategies.
  - (d) confidentiality guidelines.
- 4.02 Where the Union and the University have agreed that a joint intervention strategy should apply and where a conflict resolution model is in place, it is the expectation of the parties that employees will attempt to resolve the conflict using that model. Where either party determines that the conflict resolution model is not acceptable or that the conflict resolution process has been unsuccessful, they will advise the other party in writing and the model and process will not proceed. Participation in this process will not be used to prevent the Union from filing a grievance and the time limits referred to will be extended in all such cases.

### ***Section C - Harassment***

- 4.03 The University and the Union do not condone and seek to prevent what may be reasonably perceived as either personal harassment in the form of verbal or non- verbal abuse or sexual harassment (which is defined as unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature) when:
- (a) submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - (b) submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting that employee; or
  - (c) such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- 4.04 Complaints of harassment will normally be first dealt with, in the strictest confidence permissible under the law, as an informal complaint under the University Discrimination and Harassment Policy, under Article 9 or through any other procedures acceptable to all parties. Participation in such procedures will be without prejudice to all parties and will not prejudice the rights of employees to invoke the grievance procedure under Article 12. The Equity & Human Rights Office will inform complainant(s) and respondent(s) that Union representation is available.

- 4.05 Where an employee and the Union wish to pursue a formal complaint of discrimination or harassment, the grievance procedure under Article 12 will apply. Where the complaint is being pursued beyond the informal or investigation stage the time limits referred to will be extended in all such cases. As an alternative, the formal complaint process of the University Discrimination and Harassment Policy or any other procedure acceptable to all parties may be used and by agreeing to such an alternative, all parties agree to waive their right to file a grievance. All employees will be entitled to union representation during the process they have decided to use.
- 4.06 Where an employee is a respondent to a complaint of harassment beyond the informal stage of either the University Discrimination and Harassment Policy or another collective agreement, the Union will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Union for representation throughout any proceedings.

#### ***Section D - Domestic or Sexual Violence***

- 4.07 The University and the Union recognize that domestic or sexual violence is a significant social problem that can affect the health and well-being of employees and their families. The parties also acknowledge that domestic or sexual violence may impact employees' attendance or performance at work.

On a case-by-case basis, the parties agree to work collaboratively to make allowances (e.g. leaves of absence) for those facing violence or abuse in their personal lives, while maintaining confidentiality.

The parties agree to abide by the Employment Standards Act Domestic or Sexual Violence Leave as reflected in Article 24 Section K of this Agreement.

#### ***Section E – Performance***

- 4.08 The University and the Union agree to co-operate to resolve complaints of behavior or work performance, including those in Article 4 Sections A, B, C and D, that involve or affect members of the bargaining unit and have an unreasonably detrimental effect on work performance.

#### ***Section F – Privacy Rights***

- 4.09 The University agrees to protect the security of employees' personal data gathered and maintained by the University, in accordance with the Freedom of Information and Protection of Privacy Act or other similar applicable legislation. Upon hire employees will have the option to elect whether their name and work contact information is publicly posted on the University website.

**Section G – Safe Disclosure (Whistleblower)**

- 4.10 The University encourages the reporting of significant matters, such as financial irregularities, conflicts of interest and any other matters that an employee may not feel comfortable reporting through other University mechanisms. The University Safe Disclosure process provides a confidential and safe means to speak out about these types of concerns.

The parties agree that protection from retaliation is integral to the process through which suspected significant matters are reported regardless of the outcome of any investigation. An employee who feels they have been subject to retaliation in any form following a Safe Disclosure should notify Internal Audit and the Union to initiate an investigation into the matter.

**ARTICLE 5 - UNION SECURITY**

- 5.01 Any employee appointed to a position within the bargaining unit will be required as a condition of employment to apply for membership in the Union.
- 5.02 The Union will not without good and sufficient cause refuse an employee applying for admission as a member nor suspend or expel from membership an employee without cause as aforesaid; the University may, in its sole discretion, consider such refusal or expulsion as cause for termination of employment.
- 5.03 Employees have the right to refuse to cross legal picket lines and will not be disciplined, however such employees will not be paid for such days away from work.
- 5.04 (a) If employees are away from work as the result of a legal strike or lockout, or if the employee exercises their rights under Article 5.03, the University will continue to make the premium payments to benefit providers, (other than pension contributions), and will continue administration of personnel benefits normally provided directly or indirectly by the University.
- (b) The Union must tender to the University payment of the full cost of benefits for employees who are not designated essential services, sufficient to continue employees' entitlement to the benefits, on or before the regular due date of that payment. Following the employees' return to work, the parties will reconcile the amount paid and payable for the period of interruption and provide a refund to the Union or University as appropriate.
- 5.05 The University will not request, require or direct employees to perform work, resulting from legal strikes, that would normally have been carried out by those on strike.
- 5.06 In recognition of the joint interest in maintaining positive labour relations, the University acknowledges that Union Officers, Stewards and committee members have legitimate duties to carry out on behalf of the Union and the right to carry out these duties in an environment of mutual respect without the threat of discipline, except for just and reasonable cause.

## **ARTICLE 6 - CHECK-OFF OF UNION DUES**

- 6.01 (a) It will be a condition of employment of all Union members, and all employees within the bargaining unit, that every such employee will pay to the Union in each month or as often as the monthly or other periodic dues ordinarily become payable by the members of the Union, a service assessment equal to the amount of such monthly or periodic dues.
- (b) The University will deduct the amount of such dues or assessment from the wages or salary payable to every such member as and when such dues become due and payable by the members of the Union and remit to the Union on a monthly basis the amount deducted from all members of the Union. The University will forward to the Union, on a monthly basis, a copy of the Deduction Control Register.
- (c) All new employees, by the end of the first pay period, will be required to provide written authorization to the University to deduct the monthly Union dues and assessments and initiation fee.

## **ARTICLE 7 - NEW EMPLOYEES**

- 7.01 The University agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Articles 5 and 6 dealing with Union security and deduction of Union dues.
- 7.02 New employees with appointments will be presented with a copy of the Collective Agreement by the University on commencement of employment. All other new employees will be provided with written information regarding their rights, benefits and obligations under this Collective Agreement.
- 7.03 The University will notify the Union of the name, home address, email address, telephone number, position and department location of each new employee, with appointment, within 1 calendar month of their date of employment, unless the employee specifically requests otherwise, and will provide the Union with an updated report of this information in January of each year and at such other times as requested by the Union upon reasonable notice.
- 7.04 For the purpose of acquainting new members with matters pertaining to the Union and its relationship to the University, a representative of the Union will attend the orientation program for new employees and distribute the Union's literature relevant to such matters. When an employee is unable to attend such an orientation during the first 6 weeks of the employee's probationary period, a Union representative will be entitled to meet with the employee during regular working hours at a time when the operational impact on the unit is minimized. Time spent by any employee at an orientation meeting will be considered time worked.
- 7.05 The University will provide the Union, no later than the 15th of each month, a report of all casual employees who have worked in the previous month, indicating name, home address, email address, telephone number, hours worked, department and whether union dues were paid.

## **ARTICLE 8 - CHANNELS OF COMMUNICATION**

- 8.01 All correspondence between the parties will pass to and from the President of the Union and the Director of Labour Relations of the University or designated Human Resources Consultant, with a copy to the Head Steward and General Office of the Union and to other individuals directly concerned in the matter.
- 8.02 Correspondence initiated by Human Resources and/or a Department head to an employee that affects terms and conditions of employment will be copied to the Union.

## **ARTICLE 9 - LABOUR MANAGEMENT RELATIONS**

- 9.01 A Labour Management Committee will be established to consist of not more than 4 representatives of the University and not more than 4 representatives of the Union.
- 9.02 The committee will meet at the request of either party at a mutually acceptable time and place, within 7 calendar days of said request.
- 9.03 Each party will designate the minimum number of its representatives authorized to attend such meetings.
- 9.04 The purpose of such meetings will be to discuss and resolve, if possible, all matters of concern pertaining to the performance of work, conditions of employment, technological change, rates of pay for new classifications, reclassifications, job descriptions, withholding of increments, hours of work, filling of vacancies, promotions, staff changes, suspensions or discharge of employees, benefits, concessions, contract interpretations, differences, disputes, grievances, or any other matter of concern raised by either of the parties.
- 9.05 All discussions at such meetings are without prejudice or precedent and will not be cited by either party at any arbitration.

## **ARTICLE 10 - COLLECTIVE BARGAINING**

- 10.01 Pursuant to the provisions of Article 39, collective bargaining will be undertaken by authorized representatives of the University and of the Union.
- 10.02 A Union Negotiating Committee will consist of not more than 8 members of the Union.
- 10.03 The Union will have the right to be assisted by a representative of the Canadian Union of Public Employees.
- 10.04 The University and the Union agree to make available to each other sufficient technical information to permit each party to estimate the cost of the other party's contract proposals. Additional information required for collective bargaining will also be exchanged as mutually agreed.

## **ARTICLE 11 - RESOLUTIONS OF THE BOARD OF GOVERNORS AND OF THE UNION**

- 11.01 The University will post on its website resolutions of the Board of Governors involving the interpretation and/or application of the terms of this Collective Agreement and will advise the Union of such postings, except where such resolutions are concerned with matters which are the subject of arbitration procedures and/or collective bargaining.
- 11.02 The University will post on its website the completed annual budget after final review by the Board of Governors as well as all new and amended policies approved by the Board of Governors and will provide advice of such postings to the Union in a timely manner.

## **ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES**

### ***Section A - Grievance Procedure***

- 12.01 The University acknowledges the right of the Union to appoint or elect Union Stewards and Union Officers and that they have the right to investigate and process grievances or potential grievances during regular working hours without loss of pay.
- 12.02 The University acknowledges the right of the Union to make use of Union Stewards and Union Officers to assist an employee in preparing and presenting a grievance.
- 12.03 The Union acknowledges that Union Stewards and Union Officers have duties to perform for the University and that they will not absent themselves unreasonably in order to attend to the grievances of employees. Union Stewards or Union Officers will obtain the permission of their supervisor(s) before leaving their work to perform their Union duties; such permission will not be unreasonably withheld. On resuming their normal duties, the Union Stewards or Union Officers will notify their supervisor(s).
- 12.04 Either party may request a meeting for the purpose of discussing informally any matter which could result in resolving or implementing the grievance procedure. Such meeting will in no way prejudice the Union's right to invoke the grievance procedure as provided herein on behalf of any employee or group of employees.
- 12.05 It is also agreed and understood that the Union may institute the grievance procedure on matters which may affect 1 or more employees.
- 12.06 In the event that any difference arises between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including where an employee feels unjustly treated and also including any disagreement of matters under Article 9, and including any question as to whether any matter can be arbitrated, there will be no stoppage of work, and the difference will be finally and conclusively settled as follows:
- (a) Any employee or dismissed employee having a potential grievance will submit the complaint to the Union within 10 working days of the employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. The Union will decide whether to proceed with a formal grievance in writing under Stage I of the grievance procedure.

- (b) Stage I. Where the Union decides to proceed to this stage, a formal grievance, stating the provisions of the Collective Agreement which are alleged to have been violated, will be submitted to the Director of Labour Relations, with a copy to the department head, within 5 working days of receipt of the employee's complaint under Article 12.06(a). Within 5 working days of receiving the formal grievance a representative of the Human Resources Department and/or the department head will meet with 1 or 2 representative(s) designated by the Union in an effort to settle the grievance. In all cases of suspension or dismissal, or, where the parties have been unsuccessful in agreeing to the need for, or the means of, accommodating an employee with a disability, the Union may elect to omit Stage I of the grievance procedure in accordance with Article 14.09.
- (c) Stage II. Should no settlement ensue within 5 working days of the meeting under Stage I, the matter will be referred to a joint committee consisting of not more than 6 representatives of the University and not more than 6 representatives of the Union who will meet within 5 working days to endeavour to settle the grievance.
- (d) Stage III. Should no settlement ensue within 5 working days of the final meeting under Stage II, the matter may, in accordance with Section B, be submitted by either party to a single arbitrator. By agreement of the parties, an Arbitration Board of 3 persons may be appointed in lieu of a single arbitrator.

12.07 Technical errors or omissions that are not relevant to the substance of the grievance will not be grounds for an objection.

### ***Section B - Arbitration Procedure***

12.08 The party desiring arbitration will notify the other party in writing of its nominee(s) for single arbitrator and provide particulars of the matter in dispute at the time of notice under Article 12.06 (d). The party receiving the notice will within 5 working days thereafter notify the other party of its nominee(s) for single arbitrator and particulars of the matter in dispute.

A single arbitrator will be selected by mutual agreement of the parties within 5 working days of notice in writing by the party responding to the notice under Article 12.06 (d). Failing agreement on the selection of an arbitrator within 10 working days of written notice, either party may apply to the Minister of Labour to appoint the arbitrator.

12.09 The arbitrator will sit, hear the parties, settle the terms of the question to be arbitrated, and make an award within 10 working days.

12.10 The arbitrator will deliver an award in writing to each of the parties that will be final and binding upon the parties and they will implement it forthwith.

12.11 Where the parties agree to an Arbitration Board of 3 persons following written notice under Article 12.06 (d), the party desiring arbitration will appoint a member for the Arbitration Board and will notify the other party in writing of its appointment and particulars of the matter in dispute.

12.12 The party receiving the notice will within 5 working days thereafter appoint a member for the Board and notify the other party of its appointment and particulars of the matter.

- 12.13 The 2 arbitrators so appointed will confer to select by mutual agreement a third person willing to act as Chair. Failing agreement on the selection of the Chair after 5 working days of the appointment of the second arbitrator, either party may apply to the Minister of Labour to appoint the Chair.
- 12.14 Each party will pay its own expenses and costs of the arbitration and the remuneration and disbursements of its appointee to the Board and 1/2 the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.

### ***Section C - Time Limits and Effective Dates***

- 12.15 The time limits in this Article may be extended by written (including email) mutual agreement of the parties. Agreement will not be unreasonably withheld.
- 12.16 Settlements reached at any stage of the grievance procedure will be effective on such date as reached by mutual agreement or on such date as set by a Board of Arbitration.

## **ARTICLE 13 - DIRECTION, GUIDANCE AND ADVICE**

- 13.01 Employees are entitled to receive from their supervisors, and supervisors are entitled to give direction, guidance and advice in achieving or maintaining satisfactory performance.
- 13.02 (a) The parties agree that the purpose of letters of expectation is to provide advice and guidance, and clarity of expectations to assist employees in achieving or maintaining satisfactory performance. Letters of expectation will not be punitive. When expectations are successfully met, this will be noted in writing and attached to the letter of expectation.
- (b) Letters of expectation will be placed only in an employee's department file and will not be relied on by the University as disciplinary records.
- (c) Letters of expectation will be removed from an employee's department file if twenty-four (24) months have passed since the letter was written and there have been no further letter(s) of expectation or discipline.
- 13.03 A verbal warning will precede discipline.

## **ARTICLE 14 - DISCIPLINE, DISMISSAL, AND TERMINATION**

### ***Section A - Just Cause***

- 14.01 The University may discipline or dismiss an employee only for just cause. In all cases of discipline and/or dismissal, the University bears the burden of proving just cause.

**Section B - Representation Rights and Procedures**

- 14.02 When a supervisor intends to investigate an employee for a purpose that may result in discipline, the employee and the Union will be notified at least 24 hours in advance. The employee will be informed by the supervisor that, in accordance with Article 3.06, the employee has the right to be accompanied by a Union Steward or Union Officer. A Union representative will be present at all disciplinary meetings except in a case of serious employment misconduct where immediate action is warranted (see Article 14.03).
- 14.03 In the event of serious employee misconduct where immediate action is warranted, the requirement for 24 hours' notice may be waived. In this event, the supervisor will make a reasonable effort to have a Union Steward or Union Officer present at any initial meeting. See also Article 14.07.
- 14.04 In any case of employee discipline, if an alleged breach of an employee's representational rights is advanced to arbitration the arbitrator will decide:
- (a) whether or not a breach of the employee's representational rights has occurred; and if so
  - (b) whether or not the breach is sufficiently serious to prevent the University from relying on the incident(s) that gave rise to the discipline to prove just cause for discipline; or
  - (c) if the breach of the employee's representational rights is not sufficiently serious to prevent the University from relying on the incident(s) that gave rise to the discipline to prove just cause for discipline, whether or not the breach is relevant to the penalty imposed by the University and, if so, whether or not in all the circumstances a lesser penalty should be imposed.

**Section C - Progressive Discipline**

- 14.05 (a) The University will follow a progressive discipline model. This model requires (except in cases of serious misconduct where the University determines that immediate lengthy suspension and/or other appropriate discipline or dismissal is warranted) that the employee be given a reasonable opportunity to correct the unacceptable conduct before the University progressively increases the discipline imposed.
- (b) All forms of discipline up to and including 5 working day suspensions may be imposed by a department head. (A department head may include a manager, chair, director, dean and/or vice-president.)
  - (c) Whenever possible, a department head should consult with the Director of Labour Relations or designate prior to the imposition of discipline under Article 14.05(b). In any event a department head must report the imposition of a suspension under Article 14.05(b) to the Director of Labour Relations or designate within 3 working days of imposing the suspension.
  - (d) Discipline in excess of a 5 working day suspension and/or dismissal may be imposed by a department head only after the department head consults with and obtains the agreement of the department head's supervisor and the Director or Labour Relations or designate.

- 14.06 An employee must be given reasons for any discipline and/or dismissal imposed on the employee.
- 14.07 Whenever possible, written reasons must be provided to the employee at the time of notification of discipline or dismissal. In accordance with Article 3.06 and whenever possible, the reasons for discipline or dismissal must be given to the employee in the presence of a Union Steward or Union Officer. If it is not possible to provide written reasons to an employee at the time of notification of discipline or dismissal, they must be provided within 3 working days of the notification. The Department of Human Resources must provide a copy of the written reasons to the Union as soon as reasonably possible.
- 14.08 In any particular case of discipline and/or dismissal, the University will be limited to the grounds stated in its written reasons for discipline and/or dismissal, unless additional related grounds not previously known to the University are discovered following the imposition of discipline and/or dismissal, and the grievor and the Union are notified of same as soon as reasonably possible.
- 14.09 In all cases of suspension or dismissal, the Union may elect to omit Stage I of the grievance procedure. When the Union elects to omit Stage I of the grievance procedure, it must notify the University in writing. Where the Union considers an employee to have been wrongfully or unjustly dismissed or suspended, it will be entitled to a meeting under Article 12.06(c).

***Section D - Personnel Files***

- 14.10 (a) To establish or further a record of discipline, disciplinary letters to an employee must be copied to the central personnel file in the Human Resources Department and to the Union. All disciplinary letters are subject to the grievance procedure under Article 12.
- (b) An employee, or an employee's Union representative who has been given authorization in writing by the employee, will be granted access to the employee's central and/or departmental personnel files and provided with copies of any documents on the file(s) upon reasonable notice.
- (c) An employee may request in writing that disciplinary letters be removed from the central personnel file. On receipt of such a request, the University must remove the disciplinary letters if 18 months have passed since the discipline was imposed and the employee has not committed a further disciplinary offence during that time, unless the original offence was of such a serious nature as to warrant a lengthy suspension (more than 5 working days). In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

***Section E - Notice of Termination, Resignation & Return to Work***

- 14.11 (a) Regular employees, who have completed their initial probation period will not be terminated by the University prior to normal retirement except for just cause or under the circumstances described in Article 17.

- (b) Except at normal retirement, and unless otherwise agreed by the parties, regular employees must give 2 weeks' notice of their resignation from the University, failing which the employee's vacation entitlements will be no more than the statutory minimum provided for in a case of resignation by the Employment Standards Act.
- (c) Regular employees holding temporary appointments whose temporary positions are eliminated prior to their stated end date will be entitled to receive either one month written notice or pay in lieu of notice, or the balance of the appointment in notice or pay in lieu, if it is less than one month, and will be entitled to return to their regular position no later than the end of the notice period.
- (d) Temporary employees with appointments whose positions are eliminated prior to the end of their stated termination date will be entitled to receive either one month written notice of termination or pay in lieu of notice, or the balance of the appointment in notice or pay in lieu, if it is less than one month. Article 14.11 (f) will apply where a temporary employee is replacing an employee as a result of an approved leave.
- (e) Employees on leave under Article 24, Sections A, G, or H will give written notice to their department head with copies to Human Resources and the Union of an intent to return to their position at a date earlier than originally planned. Where this occurs a specific return date will be mutually agreed to by the parties but will not be any later than 4 weeks from receipt of the written notice.
- (f) Temporary employees with appointments who are replacing such employees on leave will be entitled to receive 2 weeks' notice of termination or pay in lieu of notice where they do not have a position to return to.
- (g) Employees in their initial probation period will be entitled to receive 2 weeks' notice of termination or pay in lieu of notice except for just cause.

## **ARTICLE 15 – SENIORITY**

- 15.01 Both parties recognize that job opportunities should increase with length of service as an appointed employee and that security of employment will increase with length of service as a regular employee.
- 15.02 Seniority of regular employees is defined as an employee's length of service within the bargaining unit from the original hire date in a regular position except as specified in Article 15.03. Seniority applies on a bargaining unit wide basis unless otherwise stated and will include transferability between Locals 951 and 917 of the Canadian Union of Public Employees.
  - (a) Employees who accept a regular position in another employee group at the University will retain their seniority in CUPE 951 for the duration of their probationary period. Employees who do not successfully complete the probationary period have the right to be placed on the CUPE 951 recall list, as per Article 17.07(a) and retain their CUPE 951 seniority.

- (b) CUPE 917 employees who obtain a regular position in CUPE 951 will have their CUPE 917 seniority transferred when they have successfully completed their probationary period.
- 15.03 In the case of a special or temporary employee who becomes a regular employee without a break in service of more than 6 months, seniority will be determined on a pro rata basis from the appointment date prior to the most recent date of hire.
- 15.04 For the purposes of applying for a posted position under Article 16.02, seniority will be granted to special and temporary employees as follows:
  - (a) Special employees will be credited with seniority defined as length of service as a special and/or regular employee (assuming no break in service of more than 6 months).
  - (b) Temporary employees with appointments will be credited with seniority defined as length of service from the most recent date of appointment.
- 15.05 An employee will not lose seniority rights if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the University except in the case of a temporary employee or a special time limited employee whose term of appointment has expired.
- 15.06 The University will send an up-to-date seniority list of regular employees to the Union in January each year.

## **ARTICLE 16 - APPOINTMENTS, TRANSFERS AND PROMOTIONS**

- 16.01 (a) In the appointment, transfer or promotion of employees, due and thorough consideration will be given to each of seniority, work performance, and qualifications pertinent to the requirements of the position.
  - (b) No employee will be transferred to a position outside the bargaining unit involuntarily.

### ***Section A - Posting of Vacancies***

- 16.02 (a) Excepting positions excluded from the Union's certification and vacancies for temporary positions expected to involve less than 22 working days, the University agrees that, when a newly created or a vacant position is to be filled, notice thereof will be posted using the University's job management system for at least 7 calendar days before applicant selection is made in order that any employee may have the opportunity to apply for the position. The Human Resources Department will consult with the Union before changing the procedures regarding the time limits for posting vacancies
- (b) Before a position is posted, the Human Resources Department, in consultation with the manager and the Union, will determine whether there is any eligible regular employee who must be considered for the position under Articles 16.12, 17, or 33 or in other situations mutually agreed upon. Where such an employee is eligible for a position it will not be posted until the employee has been considered for the position.

- 16.03 The notice will outline the nature of the position, including its classification and rate of pay, typical duties, qualifications, and scheduled working hours, and will include a statement that the University offers equal opportunities to qualified applicants. Qualifications for posted positions will not be established in an arbitrary or discriminatory manner.
- 16.04 (a) Employees (including temporary and special employees who identify themselves as such) may apply for a posted position as an internal applicant by completing and filing an electronic application through the University online job management system.
- (b) Temporary and special employees whose appointments have ended within the previous 20 working days, and casual employees who have worked in a bargaining unit position any time within the previous 20 working days, are eligible to apply as an internal applicant.
- 16.05 (a) All internal applicants who appear to possess the minimum required qualifications are entitled to an interview for each competition for a posted vacancy.
- (b) In the event of a reposting, a department head may decide an applicant does not possess the required qualifications based on an interview following the initial posting, and will so notify the applicant.
- (c) Internal applicants who do not appear to possess the required qualifications will be so notified by phone or email, and given the opportunity to correct an incomplete or incorrect record of qualifications.
- (d) All internal applicants and the Union will be advised in writing of the name of the successful applicant as soon as possible. Where the Union has filed a grievance, a list of all internal applicants for a posted vacancy will be provided by the University.
- (e) Unsuccessful internal applicants who have been interviewed may request a post-decision interview with the person responsible for making the selection decision during which shortcomings and recommendations regarding future applications will be discussed. Should the Union request in writing the reasons for a selection decision, the University will meet with the Union as soon as practical to investigate the facts. The parties agree to full disclosure of the facts for this purpose.
- 16.06 If an unposted temporary position is to be extended beyond 21 working days, it will be posted unless such extension is for not more than 10 working days. Any further extension without posting will only be by agreement of the parties.

***Section B - Probationary Period***

- 16.07 Except as mutually agreed upon by the parties, the initial 3 months of employment as a regular employee will be a probationary period. In extenuating circumstances the probationary period may be extended by a maximum of a further 3 months and the Union so notified, it being understood that the matter may subsequently be subject to Article 9.
- 16.08 Probationary employees will be subject to all the provisions of the Collective Agreement. The employment of such employees may be terminated at any time during the probationary period in accordance with the notice provisions of Article 14.11(g) and, in the case of termination for cause, the discharge provisions of Article 14.01.

- 16.09 It is the expectation that newly hired employees will normally remain in their initial position for the first 6 months.
- 16.10 After completion of the probationary period, seniority will be effective from the original date of employment.

***Section C - Provisional and Temporary Appointments***

- 16.11 (a) An employee may be provisionally appointed from within a department to fill a higher position, or with the agreement of the employee, a lower or equal position, on a temporary basis. Such appointments will be made on the basis of seniority, work performance and qualifications pertinent to the requirements of the position and, other than provisional appointments to replace an employee on leave (excepting maternity/parental leave), will not exceed 3 months unless agreed to by the parties. (Payment of wages for provisional appointments will be made under Articles 25.02 - 25.06 and in all cases will be at the rate of the position).
- (b) Employees who are provisionally appointed to any position inside or outside the bargaining unit are entitled to return to their former position without loss of seniority or benefits.
- (c) (i) Regular employees who apply for temporary or time limited grant funded "special" positions for career development purposes may also request (in writing to their own supervisor with a copy to the Director of Labour Relations) the opportunity to return to their original positions without the loss of the wages, rights or benefits of the original position.
- (ii) The opportunity will be granted if the arrangement does not create bona fide operational difficulties and, where granted, an employee will retain their regular appointment status for the duration of the career development appointment. The University may then decide to replace the employee on a temporary basis by posting or by making a provisional appointment.
- (iii) If return to the original position is not possible due to operational difficulties, the employee will be advised in writing and, if the employee decides to accept the temporary position on that basis, the employee's regular position may be filled in the normal manner.

***Section D - Trial Period***

- 16.12 (a) When regular employees change position of their own volition, there will be a trial period of not more than 3 months unless extended by mutual agreement of the parties.
- (b) If during the first month of the trial period the employee finds the job unsatisfactory or is unable to meet the position requirements, the employee will either be returned to their previous position or placed in a vacant position, with no loss of wages, rights and benefits of their previous position.

- (c) If during the remainder of the trial period the employee is unable to meet the position requirements, the employee will either be returned to their previous position or placed in a vacant position, with no loss of wages, rights and benefits of their previous position.
- (d) Any regular employee affected by another employee returning to their previous position will either be returned to their previous position or placed in a vacant position, with no loss of wages, rights and benefits of their previous position. Where the employee was not previously a regular employee and there is no previous position to return to, the employee will be placed on the recall list.
- (e) To facilitate the placement of employees under Article 16.12, the parties agree that the provisions of Article 16.02 (b) will apply, and that the requirement to post a vacancy under Articles 16.01 through 16.06 may be waived by the University.

### ***Section E - Union Notification***

16.13 Except for those casual employees (see Article 7.05), the University will notify the Union by the 15th of the following month of all appointments, promotions, staff changes, and retirements which occurred in the previous month. The University will notify the Union on a weekly basis of all terminations received in the Human Resources Department. Time limits for grievances initiated by the Union arising from this article will commence from the date of receipt of such notification.

### ***Section F - Performance Review***

- 16.14 (a) Following the attainment of the maximum step in any Pay Band there may be ongoing review of the employee's performance which may be documented in writing at the request of either the employee or the supervisor. Such documentation will be filed with the Department of Human Resources.
- (b) The purpose of a performance review will be to recognize employees' abilities in meeting job objectives and performing job responsibilities, and to identify career development opportunities.
- (c) Performance reviews will not be used to discipline, discharge or layoff. Any dispute about a performance review may be dealt with under Articles 9 and/or 12. Where it is necessary to implement disciplinary action in response to performance problems, this will be done in accordance with Article 14.

## **ARTICLE 17 - LAYOFF AND RECALL OF REGULAR EMPLOYEES**

### ***Section A - Layoff***

- 17.01 (a) A layoff of a regular employee is defined as a separation from employment as a result of the elimination of the employee's position or a reduction in the working hours of the employee's position.
- (b) A reduction in the working hours of an employee's position for less than 1 month, on a non-recurring basis and for no greater than 1 hour per working day, does not constitute a layoff.

(c) Where an employee elects to be laid off under the provisions of Articles 17.13 (e) or 30.03 (b), all of the provisions of Article 17.02 (a) through 17.12 (b) will apply.

17.02 (a) Layoffs within a job classification in a department will be in reverse order of seniority.

(b) Where positions identified for elimination are occupied by senior employees in a classification in a department, then the University will reassign duties so as to result in the most junior employees in the classification in the department receiving notice of layoff.

### ***Section B - Pre-Layoff Consultation***

17.03 Unless notice has been previously served in accordance with Article 30.01 - Technological and/or Organizational Change, the University will schedule a meeting with the Union at least 5 working days prior to the serving of layoff notice. The purpose of this meeting will be to review and clarify the options available to employees and to review the available vacancies.

### ***Section C - Notice***

17.04 Except where the date of layoff is established by the appointment notice, the University will give 4 weeks' notice in the event of layoff. After the completion of a period of employment of 4 consecutive years, employees will receive 4 weeks' notice, and for each subsequent completed year of continuous employment, an additional week's notice up to a maximum of 10 weeks' notice. The notice period will not coincide with the employee's scheduled vacation.

### ***Section D - Layoff Procedures, Consultation and Employee Options***

17.05 (a) The layoff notice will list the options available to the employee and when possible the position(s) available for placement. At the time layoff notice is served the employee will be entitled to meet with a Union and University representative. This meeting will occur as soon as possible after the layoff notice has been served and in any event no later than 5 working days from date of notice. The purpose of this meeting will be to clarify the options available to the employee.

(b) Within 2 working days of this meeting the employee will advise the Department Head and Director of Labour Relations of the option(s) selected. The University will first place the employee in an appropriate vacancy. Other options will be acted on only in the event an appropriate vacancy does not become available.

(c) An appropriate vacancy is a regular vacant position which is at the same classification level or Pay Band as the employee's current (prior to layoff) position, which most closely approximates the employee's current (prior to layoff) annual salary and hours worked and for which the employee possesses the required qualifications and required abilities.

(d) Employees who exercise their rights to have their employment continued will not suffer any loss of wages, rights or benefits during the placement process up to the point when the employee is placed on the recall list.

17.06 (a) In determining the list of options available to the employee:

- (i) The University will identify eligible regular positions at the same classification level or Pay Band as the employee's current (prior to layoff) position, which most closely approximate the current (prior to layoff) annual salary and hours worked by the employee.
- (ii) The employee must possess the required qualifications and required abilities to perform the work of the identified positions and must be senior to any employee displaced for the position to be considered an option.

(b) The options offered to the employee will be as follows:

- (i) to be placed in an eligible encumbered position held by the least senior employee in the bargaining unit in the same classification level or Pay Band in which case that employee will be displaced; or
- (ii) to be placed in a position at the highest of successively lower classification levels or Pay Bands, firstly in a vacant regular position or alternatively in an encumbered position, in which case the least senior employee in the bargaining unit in the respective classification level or Pay Band will be displaced; or
- (iii) to be placed in a temporary vacant position of more than 21 working days during which time the employee will be deemed to have the right of recall to a regular position. At the end of the temporary position the employee will be placed on the recall list for a period of 12 months in accordance with Articles 17.07 through 17.10; or
- (iv) to opt for recall rights in accordance with Articles 17.07 through 17.10; or
- (v) to terminate employment with the University forfeiting all seniority rights, with severance pay in accordance with Article 17.11.

(c) Where mutual benefit is identified, the University and the Union may mutually agree to vary the options offered to the employee.

(d) If during the placement process described in Article 17.06(b) above, an eligible position is identified which will not become vacant during the notice period set out in Article 17.04 above, then the employee may, at the discretion of the University, be assigned to any temporary employment and paid their current (prior to layoff) rate of pay, for up to 1 month, as an alternative to short term displacement. Any temporary placement proposed beyond 1 month will be subject to mutual agreement of the parties.

- (e) If during the 3 month orientation period following a placement in a regular position under Article 17.06(b) and (c) the employee is unable to meet the position requirements, the University will determine an appropriate alternate placement in accordance with Article 17.06(b) and (c). If the employee is subsequently unable to meet the requirements of the alternate position during the 3 month orientation period for the alternate position then the employee will be placed on the recall list for a period of 6 months from the date they are laid off from the alternate position. Employees are entitled to receive from their supervisor direction, guidance and advice in achieving satisfactory performance during the 3 month period.
- (f) Employees who refuse to accept placement in a regular encumbered position for which they possess the required qualifications and required abilities may opt for layoff and recall rights in accordance with Articles 17.07 through 17.10 or to terminate with severance in accordance with Article 17.12.

### ***Section E - Recall***

- 17.07 (a) Employees placed on the recall list in accordance with Article 17.06 (b) or (e) will, in order of seniority, be given an opportunity to accept recall to a regular vacant position, or to a temporary vacant position which will be filled for more than 21 working days, provided they possess the required qualifications and required abilities to perform the job, and provided they are senior to any other employee who has been given notice of layoff. In order to be recalled to temporary positions or to regular positions at a lower Pay Band/classification level or with fewer hours, employees will advise the Director of Labour Relations in writing that they wish to have recall rights to these positions.
  - (b) Employees recalled to temporary positions will continue to be eligible for recall to a regular vacant position for which the employee has recall rights, for the duration of the temporary appointment and will maintain their recall status until the recall period defined in Article 17.10 has expired. No new employees will be hired to fill any vacancy greater than 21 working days without first giving laid off employees in order of seniority an opportunity to accept the position, provided they possess the required qualifications and abilities to perform the job.
  - (c) If laid off employees have their employment continued in other existing positions, and their previous positions are re-established, the employees have the right of recall to those positions during the 12-month period following the notice of layoff.
- 17.08 (a) Recall of laid off regular employees will be made by written notice of recall delivered by registered mail or courier to the employees' current address. If employees fail, within 5 working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy as defined in Article 17.05 (c), on a specified or mutually agreed upon date, they cease to be employees unless such failure to respond is owing to illness, injury, or other exceptional circumstances beyond the employee's control.
  - (b) Employees recalled to temporary positions or regular positions at a lower Pay Band/classification level or with fewer hours who fail to accept a placement within 5 working days will only retain recall rights to an appropriate vacancy, unless the failure to accept is owing to illness, injury or other exceptional circumstances beyond the employees' control.

- (c) The University may temporarily fill any position during the period that employees are being provided notice of recall and until all employees entitled to notice of recall have responded to such notice. If none of the eligible employees respond to a recall notice to a vacant position, the position will be posted in accordance with Article 16.02.

17.09 It will be the responsibility of laid off regular employees to keep the Director of Labour Relations informed of their current address.

17.10 While the University will make every effort to recall laid off regular employees, a recall period extending beyond 12 months, which may include up to 6 months spent during trial periods under Article 17.06(e), will constitute termination of employment with severance paid in accordance with Article 17.12.

### ***Section F - Severance***

17.11 Where employees elect to terminate their employment at the conclusion of the notice period described in Article 17.04, the employees will be entitled to severance wages at the employees' current (prior to layoff) regular rate of pay.

- (a) Employees will receive one week's wages per year for the first 5 years of service and 2 week's wages per year of service thereafter.
- (b) Employees classified as Printing Operators or Technicians will receive 3 week's wages per year of service.

17.12 (a) Where an employee is placed on the recall list and has not been recalled to a regular position during the 12 month recall period, employment will be terminated and the employee will be entitled to 1 month's pay.

- (b) In addition, employees who have completed 4 years without a break in service (i.e. resignation or termination) with the University will receive severance pay at the employee's current (prior to layoff) regular rate of pay on the basis of 1 week's pay for each full year of service.

### ***Section G - Sessional Layoffs***

17.13 (a) Regular employees, as defined in Article 1.02(c), who are appointed for less than 12 months of the year will have their start and end date specified on their appointment notice. A layoff which is anticipated at the time of appointment and specified in the employee's appointment notice will be defined as a sessional layoff.

- (b) Employees on such sessional layoff will be given an opportunity to return to their own position when it is reopened, before another laid off employee is recalled or a new employee is hired. Any change in the established recall start date of a sessional appointment will be made with a minimum of 1 months' notice, except by mutual agreement of the parties.

- (c) Employees on such sessional layoff may, 2 months prior to the commencement of their layoff period, identify to their supervisor an interest in working in their department during their layoff. Such employees will be offered additional work by their department in the following priority order, provided they are available for the duration of the assignment:
  - (i) sessional employees within the departmental unit who have most recently done the work of the position;
  - (ii) sessional employees within the departmental unit in seniority order provided they possess the required qualifications and abilities;
  - (iii) sessional employees within the department in seniority order provided they possess the required qualifications and abilities.
- (d) Employees must be able to complete the full assignment offered and have taken their vacation entitlement or pay in lieu pursuant to Article 22.04 prior to their normal recall date.
- (e) Notwithstanding Article 17.01(a), where a sessional position is permanently extended by 1 month or more, an employee who does not wish to accept the new position may elect that this be treated as a layoff pursuant to Article 17.02(a) through 17.12(b) inclusive.
- (f) Notwithstanding Article 17.01(b), any reduction in the established end date of a sessional appointment by 1 week or less will be made with a minimum of 2 weeks' notice, except by mutual agreement of the parties. In any case, reduction of greater than 1 week in the end date of an appointment on a recurring basis will be considered a layoff under Article 17.

## **ARTICLE 18 - HOURS OF WORK AND SHIFT DIFFERENTIALS**

### ***Section A - Normal Hours***

- 18.01 (a) Normal hours of work for full time employees will be 7 hours in a working day or 35 in a week. Normal hours will be from 8:30 a.m. to 4:30 p.m., Monday to Friday.
  - (b) The minimum hours of work in a shift for employees (with the exception of student employees who work casual hours as defined in Article 1.04) will be 4 hours in a working day.
- 18.02 Employees will be permitted a 15 minute break from work both in the first and the second half of a full 7 hour shift. Employees working a minimum shift of 4 hours will be permitted a 15 minute break from work during the second half of the shift.
- 18.03 No 7 hour shift will be spread over a period longer than 8 hours with 1 hour off for a meal break.

**Section B - Varied Hours**

18.04 (a) In order to operate and maintain certain University facilities, the scheduled work- week may be varied to include Saturday, Sunday and other than normal day hours on a 5 consecutive day work schedule within 7 calendar days. Where varied hours are worked, employees are entitled to 2 consecutive days off. Such schedule or schedules will be on a rotational basis except where classifications prohibit rotation or where employees volunteer for such schedule.

(b) Where a department or unit intends to introduce varied hours, notice will be served in accordance with Article 30.01. Where an existing employee is unable to work varied hours due to a medical or equity reason the provisions of Articles 18.10 and 30.03(b) will apply.

(c) Where such varied schedules are necessary, working hours will fall within the following periods and will include a 1 hour meal break.

Days: Any work period consistent with Section A above from 8:00 am to 6:00 pm

Afternoons: Any work period consistent with Section A above from 2:00 pm to 1:00 am.

Nights: Any work period consistent with Section A above from 11:00 pm to 9:00 am.

(d) Where varied hours are worked, shift schedules will be posted 15 working days in advance.

(e) The provisions of Articles 18.01 (b), 18.02 and 18.03 apply to varied hours.

18.05 Except as provided in Article 18.10, it is the University's intent that variations from normal hours under Section A of Article 18 or from the hours or schedules established for each appointment will be minimized subject to bona fide operational requirements and that regular shifts will not be split.

**Section C - Modified Work Schedules**

18.06 The University and the Union will institute, on a trial basis, a modified work schedule in areas where it is agreed that such a schedule may be of mutual benefit. Such trial period will not be subject to the limitations of Article 18.01 and 18.03.

(a) A proposal to implement a trial period may be initiated by employees and/or the department head, and must be forwarded to the Director of Labour Relations for review and subsequent consultation with the Union. The review of a proposal will include consideration of the views of both the employees and the department head.

- (b) Where, after a trial period in an area, it has been agreed by the parties that a modified work schedule has not resulted in bona fide operational difficulties (including additional costs), such schedule may be instituted in that area on terms approved by the parties and will not be subject to the limitations of Articles 18.01 and 18.03.
- (c) Other than anticipated temporary changes to a modified work schedule, there may be no change in an approved schedule unless bona fide operational difficulties occur, in which case the University agrees to provide the Union with not less than 3 months' notice prior to cancellation of the schedule.

**Section D - Shift Differential**

- 18.07 (a) Pursuant to Article 18.04, shift differential for afternoon shift and night shift will be 10% of basic hourly rate for time worked.
- (b) Appointed employees on regular schedules which require work on a day shift immediately following an afternoon shift will receive a shift differential of 10% of basic hourly rate for time worked on the day shift.
  - (c) Refer to Appendix D for examples of shifts and hours of shift differential.

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- 18.08 (a) Normally, 48 hours' notice will be given before change of a non-rotating shift and 2 weeks' notice will be given before change of a rotating shift. In cases of unexpected scheduling problems (e.g. sick leave or operational emergencies) these notice periods will not apply. In the event notice is less than 24 hours, it will result in payment of overtime at established rates for any hours worked during the first shift. Failure to provide at least 16 hours' rest between shifts which are being changed will result in payment of overtime at established rates for any hours worked during such normal rest period.
- (b) A change in the hours worked within a shift period does not constitute a shift change. Normally, 48 hours' notice will be given when the normal starting time of a non- rotating shift is to be changed more than 1 hour, and 2 weeks' notice will be given when the normal starting time of a rotational shift is changed by more than 1 hour. In cases of unexpected scheduling problems (e.g. sick leave or operational emergencies), these notice periods will not apply. In the event the notice is less than 24 hours, it will result in payment of overtime at established rates for any hours worked during the first shift.
  - (c) The provisions of Article 18.08 (a) and (b) will not apply:
    - (i) where additional temporary hours of work are added pursuant to section E, Article 18.09 or
    - (ii) where the change results from an employee's request to participate in training under Article 26.02.

**Section E - Additional Hours of Work For Part-Time Employees**

- 18.09 (a) Where additional temporary hours of work which do not require posting are available in a unit or department, the University will first offer these hours to qualified employees working in the unit or department, provided that these hours do not result in overtime payments. Should the hours result in 1.0 FTE, following 6 months, the University and the Union shall meet to determine if an adjustment to the appointment status is necessary.
- (b) Before hiring any new employee, such hours will be offered to employees working in the same classification or Pay Band (first to regular part-time employees and then to temporary part-time employees) in the unit or department, and then to other qualified part-time employees within the unit or department. The rate paid for these additional hours will be appropriate to the level of the work.
- (c) Where more than one employee is able to work the hours, they will be offered on a rotational basis by seniority to employees possessing the required qualifications.

**Section F - Accommodation of Requests To Vary Work Schedules For Equity or Medical Reasons**

- 18.10 The University and the Union will make every reasonable effort to accommodate regular employees' requests to vary their existing work schedules for bona fide equity or medical reasons (e.g. child care, eldercare, or medical reasons), and, where applicable, with the appropriate adjustment to pay and benefits. Any request to vary scheduled hours and/or days of work will be initiated in writing by the employee, forwarded to the employee's supervisor for comments, then to the Director Total Compensation and Recruitment and the Union for review and/or approval of the parties for any variation from the existing terms of the collective agreement.

Examples of accommodation may include:

- (a) Job Sharing - 2 employees voluntarily share the work, salary and (prorated) benefits of 1 job.
- (b) Shorter work week - employees work a standard number of hours each day but fewer than 5 days.
- (c) Shorter work day - employees work 5 days but fewer than the established normal number of hours each day.
- (d) Flextime - employees work a standard number of hours each day but are able to vary the start and finish times.
- (e) Flexible work breaks - additional or longer work breaks.
- (f) Change of Shift Schedules - such as changing from afternoon to day shift.

Each case will be dealt with on its individual merits and may be time limited. In all cases employees involved must work a minimum of 14 hours per week to maintain eligibility for benefits.

### **Section G - Job Sharing**

- 18.11 (a) Job Sharing is defined as 2 employees voluntarily sharing the work, salary and (pro-rated) benefits of 1 job. The terms of each job share will be set out in a Letter of Agreement which will include notice periods for renewal or cancellation and the duration of the job share.
- (b) Job sharing is available for bona fide equity or medical reasons as set out in Article 18.10 or for an employee to pursue an education program under Article 24.02(c).
- (c) Priority will be given to job share requests based on equity or medical reasons.
- (d) Renewal of job share agreements for educational program purposes beyond one year will be subject to mutual agreement of the parties.

## **ARTICLE 19 - OVERTIME AND CALL OUT**

### **Section A - Overtime**

- 19.01 Overtime is defined as time worked in excess of a regular shift or regular work week. The University will endeavour to keep overtime to a minimum.
- 19.02 Overtime will be voluntary except where the time must be worked in order to protect the health and safety of the University's students, employees and members of the public, to ensure that students are not exposed to real hardship, and that the University's infrastructure remains operational and safe.
- 19.03 The University will ensure that overtime is offered on a fair and equitable basis within a unit or department, applying the principles of seniority and rotation within a classification. Where overtime is necessary pursuant to Article 19.02 and no one volunteers, it will be assigned, where possible, to the least senior qualified employee on the shift. The University will make every reasonable effort to accommodate regular employees' requests to refuse overtime for bona fide equity or medical reasons.
- 19.04 If overtime is essential and approved, payment for overtime will be made as follows:
- (a) On a normal 7 hour work day, once regularly scheduled straight time hours have been worked in an employee's normal work day, all overtime on that work day will be paid at double time.
- (b) Once regularly scheduled straight time hours have been worked in a work week of 5 consecutive days, all hours worked on a 6th or 7th day will be paid at double time.
- (c) If time off is to be taken in lieu of payment for overtime it will be at the appropriate overtime rates and it must be agreed to prior to the overtime being worked. The time off will be scheduled at a time selected by the employee and acceptable to the department head or accumulated to a maximum of 35 banked hours. In the event that the employee and the department head are unable to agree on a schedule for time off, the provisions of Article 9 or Article 12 will apply.

(d) Notwithstanding the above, the University will review the accumulated banked overtime for individual employees every 6 months, and will pay out all unscheduled lieu time hours.

19.05 Statistics for overtime worked, payments made, and time off taken in lieu will be recorded in each department and will be made available to the Union within 1 month of a request to the Human Resources Department. The University will report to the Union, at the end of each calendar year, summary statistics of all overtime worked in each department.

### ***Section B - Trouble Calls and Call Out***

19.06 A trouble call at home will be defined as a call to an employee outside of the employee's scheduled hours for information or advice regarding a problem at the workplace. Trouble calls must be authorized by a supervisor or manager. Employees receiving a trouble call that does not require the employee to come to the University will receive overtime rates for the greater of the actual hours worked or 1 hours pay at overtime rates. If a second call is required within a half hour period on the same issue it will be deemed to be one call.

19.07 Any employee called out for work after having completed a full shift of not less than 7 hours on that day or not less than 35 hours in that week, will be paid at the overtime rate for the greater of the actual hours worked or for 2 hours.

19.08 Any employees other than in Article 19.07 above who are called out and commence work will receive pay at their regular rate for the greater of the actual hours worked or 4 hours. If such employees are not required to commence work they will receive pay at their regular rate for 2 hours.

### ***Section C - Overtime Meal Allowance***

19.09 Employees required to work a minimum of 2 hours' overtime before or after but joined to their regular shift will be reimbursed up to \$12.00 on submission of a claim for the cost of a meal (no receipt required) unless a meal is provided.

## **ARTICLE 20 - UNIVERSITY CLOSURE**

20.01 Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of employees, except in the circumstances contemplated under Article 5.03, and the entitlement set out in Article 22.10 then:

(a) employees will continue to receive full wages, rights and benefits during the closure; or

(b) in the case of an area of the University being closed, and where alternate work is available in another area or department of the University, the employee will be informed if they are to be temporarily reassigned to that area or department.

## ARTICLE 21 - HOLIDAYS

21.01 The following days are designated as paid holidays:

New Year's Day	B.C. Day
Family Day	Labour Day
Good Friday	Day of Truth and Reconciliation
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

as well as any other day proclaimed as a general holiday by the Government of Canada or by the Government of British Columbia, or, after consultation with the Union, any day observed by the University in lieu of such a day.

Notwithstanding Article 21.01 above, should the Government of British Columbia introduce a statutory holiday to honour Indigenous culture / history / experiences / reconciliation (even if not titled "Day of Truth and Reconciliation") on a date other than September 30, employees shall be entitled to the new Provincial holiday but not the Federal holiday. For clarity, the Federal National Day of Truth and Reconciliation on September 30 would not constitute a paid holiday pursuant to Article 21.01.

21.02 Regular full-time employees will be entitled to the above holidays with pay at their regular rates of pay for their normal number of daily working hours. Regular part-time employees will be entitled to the above holidays with pay at their regular rates of pay for their average normal number of daily working hours during the preceding 22 working days.

21.03 Temporary, casual and laid off regular employees will be entitled to the above paid holidays, except when such a holiday occurs during the first 30 calendar days of employment. The following will apply:

- (a) Employees working a regular schedule of hours on at least 15 of the 30 calendar days prior to a paid holiday will be eligible for a regular day's pay for the holiday.
- (b) Employees working an irregular schedule of hours on at least 15 of the 30 calendar days prior to a paid holiday will be eligible for an average day's pay for the holiday.
- (c) Employees working fewer than 15 of the 30 calendar days prior to a paid holiday are eligible for pro-rated pay for the holiday.

21.04 When the day observed by the University as a paid holiday falls on an employee's regular day of rest, the employee will be granted an alternate day off at a time mutually agreed upon between the employee and the department head.

- 21.05 When an employee is on annual vacation and a paid holiday occurs during that period, the paid holiday will not count as a day of vacation.

When employees are required to work on a day observed by the University as a paid holiday, they will be entitled to pay at the rate of time and 1/2 plus regular pay for the paid holiday. At the option of the employee, such entitlement may be as pay or as equivalent time off; when time off is chosen, it will be taken at a time mutually agreed upon between employees and their department head.

## **ARTICLE 22 - VACATIONS**

- 22.01 Vacation entitlements will be computed from January 1 each year. In the case of regular employees subject to anticipated layoff periods, vacations will be computed to the anticipated date of layoff and from the date the employee returns from layoff to December 31 and will be credited on January 1 and the date the employee returns from layoff respectively.
- 22.02 Regular employees will have the following annual vacation entitlements, to be calculated on a pro rata basis if employment is for less than 12 months and/or less than 35 hours per week:
- (a) in the first calendar year of service, 10 working days or 4% of pay up to December 31 to be paid not later than the next following January 15;
  - (b) in the second through the fourth calendar years of service, 15 working days per year;
  - (c) in the fifth through seventh calendar years of service, 1 additional working day per year;
  - (d) in the eighth calendar year of service, 20 working days plus 1 additional working day per subsequent calendar year of service;
  - (e) in the twelfth through nineteenth calendar years of service, 24 working days per year.
  - (f) in the twentieth calendar year of service and beyond, 30 working days per year.
- 22.03 (a) Casual employees and temporary employees in their first calendar year will have a vacation entitlement prorated on the basis of an annual full-time entitlement of 10 working days or vacation pay computed at 4% of earnings.
- (b) Temporary employees with appointments will have a vacation entitlement prorated on the basis of an annual full-time entitlement of 15 working days or vacation pay computed at 6% of earnings beginning in the second calendar year.
- 22.04 (a) For those regular full-time employees working less than 12 months, any vacation entitlement of 5 working days or less may, at the discretion of the University, be granted as vacation pay rather than vacation days. Provided it is specified in the job posting, any vacation entitlement or portion thereof may, at the discretion of the University, be granted as vacation pay rather than vacation days for those regular employees appointed for less than 10 months per year.

- (b) Regular sessional employees who would otherwise be granted vacation pay rather than days pursuant to Article 22.04(a), may request up to a maximum of 10 days of vacation entitlements to be scheduled during their work term each year subject to the following:
  - (i) The conditions of Article 22.09(a) have been met with respect to bona fide operational requirements and,
  - (ii) previously approved vacation requests will be given priority and,
  - (iii) the Union will waive the provisions of Articles 1.05 and 16.06 when a casual is scheduled to replace the sessional employee on vacation.

The conditions above do not preclude a department from granting additional vacation days to a sessional employee, upon request, in accordance with Articles 22.04(a) and 22.09.

- 22.05 Regular employees in their first calendar year of service may, with the approval of their department heads, carry over a vacation entitlement of up to 4 working days. Other regular employees must take a minimum of 10 working days' vacation, and, with the prior approval of their department heads, may carry over any portion of an annual vacation entitlement in excess of 10 working days from 1 calendar year to the next. No carryover of unused vacation entitlement may exceed 15 working days, except by agreement of the parties in unusual circumstances. Applications for such carry over must be submitted in writing by employees to their department head, with a copy to the Manager of Benefits who will make every effort to ensure that all such applications receive equitable treatment throughout the University.
- 22.06 In the year of retirement, full annual vacation will be granted according to service as above to employees who are at least 60 years of age.
- 22.07 Employees who leave the service of the University will be required to pay back any vacation time they have used in excess of the amount to which they were entitled.
- 22.08
  - (a) In addition to the above vacations, a regular employee who has completed at least 15 years of service (prorated for personal leaves of 1 month or more) will be entitled to a single special vacation of 22 working days (prorated for part-time service), to be taken prior to retirement.
  - (b) When an employee meets the service requirements as set out in Article 22.08 (a), the employee will be notified, and will then be eligible to request the scheduling of the special vacation entitlement. The calculation of the entitlement, inclusive of any pro-rating, will be as of the date the special vacation is scheduled to begin.
  - (c) Where an employee qualifies for the special vacation entitlement under Article 22.08(a) and where eligibility for such special vacation occurs within 6 months of normal retirement, or the employee resigns or is terminated by the University and has not yet taken the special vacation, the employee will receive a payment equivalent to the value of the special vacation at the employee's current rate of pay.

(d) Rather than taking the special vacation entitlement in a single period, when an employee makes a request to schedule the special vacation entitlement in blocks of 1 week or greater or as days rather than a prescribed block of time, such a request will be approved by the University, subject to bona fide operational requirements.

22.09 (a) Subject to bona fide operational requirements, the University will make every reasonable effort to approve vacations at times which are requested by employees.

(b) Within a unit or department, where more than 1 employee has requested the same vacation period and it is not possible to approve all such requests, then approval will be granted on a rotational basis by seniority. Previously approved vacations will have priority over late or amended requests for vacation. For the purposes of this Article, rotation does not necessarily mean on an annual basis. Where there is a conflict between two or more employees within a unit or department regarding a vacation request, each conflict will be decided by giving the preference to the senior employee on that particular occasion. The next time there is a conflict, the next senior employee will be given the preference.

22.10 Leave of Absence with Pay between Boxing Day and New Year's Day

(a) All regular employees will be granted 3 working days leave of absence with pay in addition to all other vacation entitlements, to be taken between Boxing Day and New Year's Day. Where, due to operational requirements, an employee is required to work between Boxing Day and New Year's Day, these days will be added to the employees' annual vacation entitlement.

(b) Guidelines with respect to Article 22.10(a) will be those used for the 1992 Christmas period, amended to reflect contract language and as further amended from time to time by mutual agreement of the Parties.

## **ARTICLE 23 - SICK BENEFIT PROVISIONS**

### ***I. Regular Employees***

#### ***Section A - Sick Benefits***

23.01 A regular employee may apply for sick benefits as a result of absence from work due to personal illness or injury, or the illness or injury of a dependent.

(a) Subject to Article 23, Section F (Termination Pay), the maximum number of working days for which such sick benefits may be drawn will increase at the rate of 15 working days per full calendar year of employment, less any sick benefits used and less any Sick Benefit Bank assessment. The rate of accumulation will be 1- 1/4 working days per month worked in any partial calendar year of employment, less any sick benefits used and less any Sick Benefit Bank assessment.

- (b) Employees may use up to 3 personal sick leave days per year for illness of a dependent. This provision is subject to the employee maintaining a personal annual accumulation of sick leave in excess of 12 sick leave days to comply with the Employment Insurance Regulations.
  - (c) Regular employees working less than full-time will have prorated benefits. Sick benefits will be paid at the employee's regular rate of pay.
- 23.02 Sick benefits for regular employees will be computed from the date of appointment, posted annually on January 1, and submitted to the Union by January 31 of each year. Employees who leave the service of the University will be required to repay any sick benefits used in excess of their total eligibility. For regular employees subject to anticipated layoff periods, sick benefits will be computed from January 1 to the anticipated date of layoff and from the date the employee returns from layoff to December 31. Any recoveries from an employee made up to the date of layoff will be repaid on return from layoff to the limit of the employee's then unused benefits.
- 23.03 Sick benefits may only be drawn for working days of absence owing to personal illness or injury, or the illness or injury of a dependent as provided for under Article 23.01, and will be drawn on the basis of the employee's normal work week. Applications for sick benefits will be made on the prescribed forms.
- 23.04 Sick benefits will not be granted with respect of any period of layoff or of leave of absence without pay (other than as specified in Article 24.11) but the employee will retain any benefits which existed prior to such layoff or leave.
- 23.05 A medical requirement for confinement of more than 5 working days due to personal illness or injury during the normal vacation period may, at the request of the employee, be charged as sick benefits from the second working day of such confinement.
- 23.06 Wherever possible, employees will try to schedule medical or dental appointments outside of their normal working hours, but when this is not possible absences totaling 2 hours in a day due to such appointments or to illness or injury will not be charged as sick benefits. Where such absences are in excess of 2 hours but less than 3 1/2 hours in a day, the time in excess of 2 hours may subsequently be made up at a time mutually agreeable to the employee and the department head. Where the employee chooses not to make up the time it will be charged as sick benefits at the minimum rate of 1/2 day. Absences of 3 1/2 hours or more in a day due to such appointments or to illness or injury will be charged as sick benefits at the minimum rate of 1/2 day.
- 23.07 (a) A physician's certificate or note may be required by the University at any time in case of illness or injury. Requests for physician's certificates or notes for illnesses of less than 5 working days require the approval of the Director of Labour Relations. Such approval will only be granted where it is established that sick leave use is excessive and/or there is reasonable cause to suspect abuse of sick leave benefits.
- (b) Requests for physician's certificates will be made by Human Resources on the prescribed University form. Information provided will include confirmation of an absence due to illness or injury, the functional impact of the illness or injury where applicable, and a prognosis for return to work. Where the illness or injury requires an accommodation, the provisions of Article 33 will be followed.

- (c) When an employee is away from work due to illness or injury, they should make every reasonable effort to contact their supervisor prior to commencement of their regular work day. Managers and/or supervisors will not request from an employee information regarding the nature of the illness or injury.
- (d) On submission of a physician's receipt, the University will reimburse the employee for the fee, if any, levied by a physician for providing such a certificate or note required by the University.

**Section B - Workers' Compensation and ICBC Compensation**

- 23.08 (a) Employees will turn over or cause to be turned over to the University any monies paid or payable to them by the Workers' Compensation Board as a result of a claim and upon doing so will receive their regular pay for the first 30 working days of the period covered by the claim. Subsequently, where employees have sick benefits or approved allotments from the Sick Benefit Bank, there will be a deduction from those benefits or allotments of 1/4 of the time the employee is absent, or to the expiry of those benefits or allotments, whichever is sooner. If there are no such benefits or approved allotments, employees will retain their Workers' Compensation Board cheques. During the period that employees are receiving the 1/4 day sick benefits or Sick Benefit Bank allotments, they will continue to receive their regular pay. At the end of the calendar year the Payroll Department will adjust the employees' T-4 supplementary forms to reflect the reduced gross earnings equal to the amount of the Workers' Compensation Board benefits received during the year. Employees receiving Workers' Compensation Board benefits will continue to receive all rights and benefits.
- (b) Employees will turn over or cause to be turned over to the University any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party as a result of a claim for lost wages, where employees have used (their) sick benefits or approved allotments from the Sick Benefit Bank as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrongdoing of a third party. Sick leave benefits and/or the Sick Benefit Bank will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages will be net of verified expenses incurred by the employee to recover that claim.

**Section C - Sick Benefit Bank**

- 23.09 A Sick Benefit Bank is established to assist in absences due to extended illness or disability for absences 5 days or longer and supported by a Physician's Certificate. Sick Benefit Bank applications may only be approved after the employee's sick benefits have been exhausted. It may include full day or partial day coverage for those employees returning from an extended illness or disability and those on a gradual return to work schedule.
- 23.10 A Sick Benefit Bank Committee will be appointed by the Union to establish the validity of claims and to make recommendations to the University regarding disbursements from the Sick Benefit Bank.

- 23.11 An employee will submit an application to the Union's Sick Benefit Bank Committee and copy the University's Benefits Office at [benefits@uvic.ca](mailto:benefits@uvic.ca). The review of the application will be done expeditiously to ensure the employee is informed of their Sick Benefit Bank eligibility. Sick Benefit Bank Committee will send approvals to the University's Benefits Office.
- 23.12 On January 1 of the first and second full calendar years of employment, each regular employee will contribute a number of non-returnable sick leave days equal to 1/4 day for each month of employment in that year. In each succeeding year a further number of non-returnable sick leave days up to a maximum of 3 days will be contributed by all regular employees. If the 3 days maximum is exceeded, the parties will meet to reach a resolve. The calculation to determine the collection of employee sick leave will be based on a minimum threshold of 500 working days. The Sick Benefit Bank will be fully replenished using employee sick leave day contributions on January 1 according to the prior year usage.
- 23.13 Payments from the Sick Benefit Bank will be made by the University upon receipt of written recommendation from the Sick Benefit Bank Committee that benefits be granted within the limits of the following allotment schedule. Benefits for employees working a regular schedule of less than 12 months annually will be prorated.

	<u>Benefits</u>
after 12 calendar months	22 normal working days
after 24 calendar months	44 normal working days
after 36 calendar months	66 normal working days

- 23.14 Where an employee has received an allotment from the Sick Benefit Bank, the employee may receive from the Bank a special allotment not to exceed 1-1/4 days per month for each month remaining in that year. Such special allotment will be repaid into the Sick Benefit Bank as a special assessment in the next calendar year.
- 23.15 Employees who are ill or disabled and have exhausted all available sick benefits (sick leave, Sick Benefit Bank, special allotment), may opt to draw down their personal sick leave surplus account /or vacation leave, to cover periods of illness or disability.

**Section D - Return to Work Program**

- 23.16 (a) The University and the Union are committed to facilitating the reintegration of employees to the workplace in a fair and consistent manner, as soon as is reasonably possible. The University will administer a comprehensive Return to Work Program in consultation with the Union that includes early intervention and accommodation to assist employees in returning to work following extended absences due to illness or injury.

- (b) The Return to Work Program may be initiated by the University, the Union, the employee, or by a third party such as WCB, ICBC or the LTD Carrier. Specific services offered will depend on each employee's situation and needs. Each situation will be evaluated, and where appropriate, an individualized return to work plan will be developed in consultation with the employee, the designated Union Official, the department, the Work Life Consultant or the WorkSafe Consultant as applicable, and health professionals as appropriate.
- (c) For further information about the Return to Work Program reference should be made to the Employment Accommodation Guidelines for employees with a Disability – CUPE 917 and CUPE 951. Refer to Articles 18.10, 18.11 and 33 for accommodation provisions.

**Section E - Long Term Disability Plan**

- 23.17 (a) The University provides a Long Term Disability (LTD) Plan at a maximum cost of 3.08% of basic salary.

In the event that the LTD Plan benefits need to be altered in order to contain costs, the University will provide 2 month's notice to CUPE Local 951, and will consult with CUPE Local 951 through the Personnel Benefits Committee and the President of CUPE Local 951. All regular employees who are eligible under the terms of the Long Term Disability (LTD) Plan will, as a condition of employment, participate in the Plan.

- (b) For further information about the LTD Plan reference should be made to the Benefits Information Handbook for Office, Technical and Child Care Employees available from the Human Resources Department.

**Section F - Personal Sick Leave Surplus Account**

- 23.18 Employees who have accumulated at least 26 working days of sick benefit provision may opt, in each subsequent year in which their account is equal to at least 26 working days, to place any number of days of unused annual sick benefit provision in excess of 10 working days in a special personal sick leave surplus account
- 23.19 Employees who have accumulated at least 44 working days of sick benefit provision may opt, in each subsequent year in which their account is equal to at least 44 days, to place any number of days of unused annual sick benefit provision in excess of 5 days in such personal sick leave surplus account
- 23.20 Employees who have accumulated at least 130 working days of sick benefit provision may opt, in each subsequent year in which their account is equal to at least 130 days, to place any days of unused annual sick benefit provision in such personal sick leave surplus account.
- 23.21 The provisions of Article 23.18, 23.19 and 23.20 as the case may be will apply on a pro rata basis in the year of termination.

- 23.22 (a) The University and the Union agree that when regular employees are eligible to transfer sick benefit days to their personal sick leave surplus account as set out in each January notice the employee may choose a lump sum payout instead of transferring the days to their personal sick leave surplus account. Any payout will be deducted from a maximum contribution room of 260 days.

An employee choosing a lump sum payout option must notify Human Resources in writing within 15 calendar days of receipt of the notice.

Eligible Regular part-time employees may opt for a prorated amount based on their FTE. Employees who are limited in the amount they can transfer to their termination account as a result of having approached or reached the maximum 260 days, will nonetheless be eligible to choose a lump sum payout, subject to pro-rating, of the amount they would have otherwise had, but for having approached or reached the maximum, been eligible to transfer to their personal sick leave surplus account.

Unused amounts will not be carried forward from year to year. Should demand for payouts exceed \$125,000 in any one year, the parties will agree on a prorated amount based on the total number of days that employees are eligible to transfer to their personal sick leave surplus account in that year (the more days that can be transferred the higher the payout). Any days which cannot be paid out as a result of prorating will be transferred to the employee's personal sick leave surplus account .

- (b) Upon termination of employment except for cause, the working days in an employee's special personal sick leave surplus account, to a maximum of 260 working days, will be paid to the employee at the rate of the average per diem rate of pay for the employee's 5 highest paid years of service. Upon transfer to a position outside the CUPE Locals and successful completion of probation in the new position, the special personal sick leave surplus account will be paid out in full. Where the termination results from the death of an employee, the account will be paid to the employee's estate.

The maximum sick days for which an employee can receive pay is 260 regardless of whether they take the payout through 23.21 (a) or (b).

## **II. Temporary Employees**

- 23.23 Temporary employees working regular shifts of more than 15 hours per week, and who have completed 1 full month of service working such a schedule, will be eligible for sick benefits of up to 1-1/4 days per subsequent month worked on a prorated basis.

Furthermore, temporary employees are entitled to five (5) days of paid sick leave after ninety (90) consecutive days of employment and up to three (3) days of unpaid leave. For each day of the paid sick leave, employees are entitled to an average day's pay based on the *Employment Standards Act* – Section 49.1 Illness or Injury Leave formula.

- 23.24 A physician's certificate may be required by the University at any time in case of illness. Requests for physician's certificates for illnesses of less than 5 working days require the approval of Human Resources.

23.25 Wherever possible, temporary employees will try to schedule medical or dental appointments outside of their normal working hours, but when this is not possible absences totaling 2 hours in a day due to such appointments or to illness or injury will not be charged as sick benefits. Where such absences are in excess of 2 hours but less than 3 1/2 hours in a day, the time in excess of 2 hours may subsequently be made up at a time mutually agreeable to the employee and the department head or will be charged as sick benefits at the minimum rate of 1/2 day where the employee chooses not to make up the time. Absences of 3 1/2 hours or more in a day due to such appointments or to illness or injury will be charged as sick benefits at the minimum rate of 1/2 day.

### **III. Casual and Special Employees**

23.26 Casual and special employees are entitled to five (5) days of paid sick leave after ninety (90) consecutive days of employment and up to three (3) days of unpaid leave. For each day of the paid sick leave, employees are entitled to an average day's pay based on the *Employment Standards Act – Section 49.1* Illness or Injury Leave formula.

23.27 Requests for physician's certificates for illnesses of less than 5 working days require the approval of Human Resources.

## **ARTICLE 24 - LEAVE OF ABSENCE**

### **Section A - Personal Leave of Absence Without Pay**

24.01 A department head may grant an employee's request for leave without pay for personal reasons.

24.02 (a) Applications for such leave without pay will be submitted in writing by employees to their department head, with copies to the Union and to the Director of Labour Relations who will make every effort to ensure that all such applications receive equitable treatment throughout the University.

(b) The University will make every reasonable effort to accommodate employees' requests for personal leave for bona fide equity or medical reasons (e.g. an extension to a maternity or medical leave).

(c) In recognition of the commitment to career development by the University and the Union, the University will make every reasonable effort to approve employees' requests for personal leave for educational opportunities or requests for job sharing under Article 18.11 to pursue educational programs. In either case an employee must have a minimum of 2 years of service at the University in order to be eligible.

(d) Where the University grants a personal leave for bona fide equity, medical, or educational reasons the Union agrees that, if a temporary appointment in excess of 7 months is required, it may be made in accordance with Article 1.03.

- 24.03 Given adequate notice, the University will allow an employee time off to accommodate unavoidable personal business appointments, including medical and dental appointments for dependent persons. Such time off will subsequently be made up at a time mutually agreeable to the department head and the employee.

***Section B - Bereavement and Compassionate Leave***

- 24.04 (a) An employee requiring Bereavement leave will, on request, be granted up to 5 working days' leave without deduction of pay or sick benefit in the case of death of a close family member or individual permanently residing in the employee's household. For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or their community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g. aunt or uncle).
- (b) Where extensive travelling time is required or the employee is the executor of the estate, or to attend Indigenous ceremonial responsibilities, up to 2 additional working days will be granted on request.
- (c) The University will allow an employee time off with pay, up to 1 working day, to attend the funeral or memorial service of a close personal friend.
- (d) The University will, subject to operational constraint and within reason, allow an employee time off with pay, up to 1 working day, to attend the funeral or memorial service of a University employee.
- (e) Compassionate leave with pay may be granted by a department head under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a life-threatening injury or illness).

***Section C - Emergency Leave***

- 24.05 (a) Employees will on request be granted time off up to a maximum of 1 working day without deduction of pay or sick benefit for a serious household or domestic emergency, including any unscheduled medical emergency involving a dependent.
- (b) In other emergency situations beyond the control of the employee, when an employee is unavoidably delayed for a period of up to 1 day, there will be no loss of pay or benefits and such time off will subsequently be made up at a time mutually agreeable to the department head and the employee.

***Section D - Leave for Court Appearances***

- 24.06 An employee who is required by law to serve as a juror or witness in any court action will be granted leave of absence for this purpose.

- 24.07 Except when such court action is occasioned by the employee's private affairs, the leave of absence will be with pay, providing that the employee deposits with the University any pay received for such service, other than expenses.
- 24.08 In cases where an employee's private affairs have occasioned a court action, any leave of absence will be without pay.
- 24.09 In the event an employee is jailed, awaiting a court appearance, the employee will be entitled to leave of absence without pay.

***Section E - Leave of Absence for Collective Bargaining***

- 24.10 (a) Time off with pay will be granted to not more than 4 representatives of the Union Negotiating Committee during Collective Bargaining.
- (b) Time off without pay will be granted to an additional 4 representatives of the Union Negotiating Committee during Collective Bargaining and the Union will be charged back the cost of wages for these representatives, where applicable.
- (c) Time off with pay will be granted to not more than 8 representatives of the Union Negotiating Committee to caucus concerning Collective Bargaining during working hours at times negotiations are not in session, provided that the total combined time for all such representatives does not exceed 126 hours per calendar year.

***Section F - Leave of Absence for Other Union Business***

- 24.11 Representatives designated by the Union will be granted Leave of Absence without pay for Union business, subject to reasonable notice and operational requirements. Such leave will not be construed as personal leave.

Time off with pay will be granted to the President of CUPE Local 951 for the term of the elected appointment, amounting to 1.00 FTE union time, at pay band 14 B. The salary-based benefits for the appointment such as LTD, Group Life Insurance and Pension will be based on the employee's base position. The cost for the time off will be equally shared between the union and the employer. The Union will transfer to the University an amount equal to 50% of pay and benefits on a monthly basis. Such time served will be considered pensionable service.

- 24.12 An employee who is elected or appointed to full-time union office will be granted leave of absence without pay for a period of up to 2 years. Such leave may be extended by agreement of the parties.

***Section G - Maternity, Parental (including Adoption) Leave***

- 24.13 Employees are entitled to Maternity and Parental (including Adoption) Leave as specified in this Collective Agreement and under the Employment Standards Act, as amended from time to time.

**A. Maternity Leave**

- 24.14 (a) Employees who have given birth to a child are entitled to 17 consecutive weeks of maternity leave without pay.
- (b) Further maternity leave without pay, of up to 6 consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the employee is eligible to apply for sick leave under Article 23.

**B. Parental (including Adoption) Leave**

- 24.15 Employees who meet the requirements of one of the following categories are entitled to parental leave without pay as outlined below:
- (a) An employee who has given birth to a child is entitled to either 35 consecutive weeks of standard parental leave without pay or 61 consecutive weeks of extended parental leave without pay if maternity leave is taken. If maternity leave is not taken, an employee is entitled to either 37 consecutive weeks of standard parental leave without pay or 62 consecutive weeks of extended parental leave without pay.
- (b) Where an employee is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by
- (i) 5 weeks where the employee has elected to receive the standard parental benefit of 35 weeks, such that the total parent leave is extended to 40 weeks; or
- (ii) 8 weeks where the employee has elected to receive the extended parental benefit of 61 weeks, such that the total parental leave is extended to 69 weeks.
- (c) The total maternity and parental leave taken must not exceed 78 weeks unless further leave is granted under the provisions of Article 24.14 (b) and/or Article 24.15 (f).
- (d) A biological birth parent or life partner of the parent who has given birth, and who will act as a parent in relation to the child, is entitled to 37 consecutive weeks of unpaid leave for standard parental leave or 62 consecutive weeks for extended parental leave.
- (e) An employee who is the adoptive parent of a child is entitled to 37 consecutive weeks of unpaid leave for standard parental leave or 62 consecutive weeks for extended parental leave.
- (f) Further parental leave without pay, of up to 5 additional weeks, will be granted where the child is certified by a medical practitioner or the agency which placed the child, to be suffering from a physical, psychological or emotional condition.

### **C. Supplementary Benefit**

24.16 Regular employees excluding regular employees who are either on layoff or leave of absence without pay, unless that leave of absence is for medical reasons associated with the pregnancy, are entitled to receive up to 18 weeks of Supplementary Benefit, provided they have applied for and are eligible to receive at least 18 weeks of Employment Insurance maternity or parental benefits. The Supplementary Benefit will be paid as follows:

- (a) Where an employee is required to serve a 1-week waiting period for Employment Insurance maternity or parental benefits, the University will pay 95% of the employee's normal basic earnings for the first 1 week. For the last week of parental leave, regardless of the length of parental leave chosen, the employee will receive from the University the equivalent of 1 week at 55% of average weekly Employment Insurance insurable earnings to reflect the 1-week reduction in the Employment Insurance benefit waiting period.
  - (i) During the next 17 weeks of maternity or parental leave, the employee will receive from the University a salary payment equal to the difference between 95% of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
  - (ii) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 24.16, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 24.18.
- (b) Where a 1-week waiting period for Employment Insurance maternity or parental benefits is not required, the University will pay the employee, for up to 18 weeks, a salary payment equal to the difference between 95% of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
  - (i) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 24.16, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 24.18.
- (c) If both parents of a child are regular employees who are eligible for the Supplementary Benefit under this Article, then they may apply for the Supplementary Benefit in its entirety,. In no case will the Supplementary Benefit be paid for a period in excess of 18 weeks per parent.

#### **D. Other Conditions**

- 24.17 (a) (i) Employees are required to contribute their share of the cost of the Personnel Benefits Programs in which they are enrolled while they are in receipt of Supplementary Benefits and the University will continue to contribute its share of the cost of the programs.
- (ii) If an employee is not eligible to receive Supplementary Benefits, or once Supplementary Benefits have been exhausted, or during any period of maternity or parental leave without pay, the University will continue to contribute its share of the cost to the Personnel Benefits Programs unless the employee elects in writing not to continue to pay the employee's share.
- (b) Vacation and sick leave entitlements will continue to accrue during a maternity or parental leave.
- (c) Applications for further leave without pay, special leave or sick leave prior to or after the maternity or parental leave periods identified above may be made in accordance with Articles 23 or 24 as appropriate.
- (d) Employees who return to work from a period of maternity or parental leave will be returned to their original position without loss of rights or benefits. Where it is not possible to return an employee to their original position, following consultation with the Union, the employee will be placed in a comparable position without loss of rights or benefits.
- 24.18 (a) Supplementary Benefits will be paid when eligible employees provide proof that they are receiving Employment Insurance maternity or parental benefits or that they are disqualified from receiving or continuing to receive such benefits either because they have worked an insufficient number of insurable weeks, or because such benefits have been exhausted, or because they are now in the waiting period for such benefits.
- (b) Such proof will not be made available by Employment Insurance until after the leave has commenced and hence the Supplementary Benefit payments will be retroactive. To avoid delays in qualifying for benefits, employees should obtain the Record of Employment (ROE) form from the Payroll Section in Accounting Services on their last working day before the leave and present it as soon as possible at the Employment Insurance Office.
- 24.19 Should the level of Employment Insurance maternity and parental benefits be reduced from the level of such benefits in effect as at April 1, 1995, the Supplementary Benefit paid to an employee under Article 24.16 will be reduced accordingly.
- 24.20 Upon request employees will be granted up to 2 working days' leave without pay at the time of the birth or adoption of their child.

**Section H - Leave for Political Office**

24.21 The principles embodied in the University's Policy on Leave for Political Office, as amended from time to time, will apply to regular employees.

**Section I - Leave for Hearings**

24.22 (a) An employee whose attendance is required at a Worker's Compensation Board hearing, Human Rights hearing, or other hearing (excepting arbitration hearings between the parties), directly related to their employment at the University, will be entitled to attend without loss of pay. When the employee requests a Union representative, the representative will be able to attend the hearing without loss of pay.

(b) When the University requires an employee to attend a hearing or review process the employee will be entitled to attend without loss of pay. When such a hearing or review process occurs outside the employee's normal working hours, pay and benefits will be as per the Collective Agreement. When the employee requests a Union representative, the representative will be able to attend the hearing or review process without loss of pay, and where such a hearing or review process occurs outside the Union representative's normal working hours the representative will be entitled to straight time off in lieu or, where this is not possible, will be paid the hours at straight time.

**Section J – Cultural Leave for Indigenous Employees**

24.23 The University will allow an Indigenous employee a reasonable leave of absence with pay, up to two (2) days per calendar year (pro-rated for part-time status), to attend an Indigenous ceremonial gathering or cultural activity. The employee will apply for the leave in writing to the supervisor or designate, and the leave request will not be unreasonably denied.

**Section K – Leave Respecting Domestic or Sexual Violence**

24.24 If an employee or their child is a victim of domestic or sexual violence then a leave request will be granted under the *Employment Standards Act*, Part 6, Section 52.5. The employee is entitled to up to 5 days of paid leave, and up to 5 days of unpaid leave, and up to 15 weeks of additional unpaid leave during each calendar year. The University shall continue to pay its portion of benefits coverage. This leave may be used to seek medical, psychological or legal assistance; relocate; access victims' services; or any other related services. The leave may be taken in intermittent hours, partial or full days.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

### ***Section A - Rates of Pay***

25.01 The rates of pay to be paid by the University during the term of this Agreement will be those set forth in the hereto attached schedules.

### ***Section B - Provisional Payment***

25.02 Any employee who is requested to assume temporarily the substantial responsibilities and duties of a higher classification than that normally held, must be so designated in writing by the department head within 5 working days from the assumption of such duties and responsibilities (See Article 16.11 regarding provisional appointments).

25.03 An employee so designated will be paid in accordance with Article 25.04 for any period of 1 or more working days.

25.04 The rate of pay for an employee so designated will be 5% above the employee's regular rate of pay, provided that rate is not less than the minimum rate nor more than the maximum rate, in the pay range for the higher classification. Where the higher classification is outside the bargaining unit, the rate of pay will be a minimum of 10% above the employee's regular rate.

25.05 Employees will retain the rights and privileges of their regular position under this Collective Agreement during any period of temporary assignment to a position outside the bargaining unit.

25.06 When an employee is provisionally appointed for an extended period of time to another bargaining unit position the employee will be entitled to the pay step progression set out in Article 25.08 and Article 25.09.

### ***Section C - Rate of Pay on Promotion***

25.07 Regular employees promoted to a higher Pay Band will receive the following rate of pay:

- (a) Step 2 of the new Pay Band, in which case the employee will be eligible to move to Step 4 on successful completion of the trial period; or,
- (b) Step 4 of the new Pay Band, if the Step 2 rate is lower than the employee's current rate.

### ***Section D - Increment Progression***

25.08 Step 1 will be the probationary rate for temporary employees with appointments. Step 2 will be the probationary rate for regular employees with appointments. On successful completion of the probationary period, temporary employees with appointments will move to Step 3, and regular employees with appointments will move to Step 4.

- 25.09 Progression from Step 1 to Step 3 for temporary employees, or from Step 2 to Step 4 for regular employees will be awarded subject to satisfactory performance as evidenced by a formal appraisal. A similar appraisal will also be made prior to the completion of a trial period. The form used in such appraisals will be established by mutual agreement of the parties.
- 25.10 Casual employees will normally be paid at Step 1 of the appropriate salary range.

***Section E - Allowances***

- 25.11 In all instances where the University requires an employee to wear a uniform or other special article of wearing apparel, the University will supply such items and will undertake, either directly or by reimbursement, to launder, dry-clean, repair and upkeep such items as required by the University, at no cost to the employee.
- 25.12 Employees required to work at a location outside of Greater Victoria will be reimbursed for their expenses in accordance with normal University policy and will have their travel time counted as time worked.

**ARTICLE 26 - TRAINING AND DEVELOPMENT**

***Section A - Job-Related Training***

- 26.01 The University will provide on-the-job training to enable employees to meet and maintain the requirements of their positions.
- 26.02 Where employees take a course or participate in some other form of job-related training or development activity (orientation, conference, seminar, workshop) at the written request of the department head, such employees will be granted the necessary time off with pay and will be reimbursed by the University for the required fees and other approved costs. When employees' participation occurs on a normal day off work they will be granted equivalent time off on a straight time basis.
- 26.03 Where a regular employee requests job-related training or development and participation is approved by the department head, the employee will be reimbursed for all or some agreed portion of the course fees or similar costs upon successful completion. In such cases the provisions of Article 18.08 will not apply. In addition, at the discretion of the department head, the employee may be granted time off with pay to take such courses or training provided such time off does not create bona fide operational difficulties. In the event that the department head is unable to approve leave with pay, the employee will be permitted to make up the time required on any basis mutually agreeable to the employee and the department head.

***Section B - Training, Development and Committee Work***

**University Committees**

- 26.04 A University Committee is one established by the University where the University appoints or requests the Union to appoint representative(s).

- (a) Time spent during regular working hours by employees serving as a Union representative to a University Committee will be considered as time worked. Permission to leave work for such purposes will first be obtained from the supervisor; such permission will not be unreasonably withheld.
- (b) When a University Committee requests that an employee attend education courses or conferences related to the Committee function, a department head may approve leave with pay. In the event that leave is denied, the Director of Labour Relations will review the requests and make a recommendation. If approved, an employee attending such education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits.

#### Joint University/Union Committees

26.05 A joint committee is one created under the terms of this Collective Agreement where each party appoints their own representative(s).

- (a) Time spent during regular working hours by employees serving as a Union representative to a joint University/Union Committee will be considered as time worked. Permission to leave work for such purposes will first be obtained from the supervisor; such permission will not be unreasonably withheld.
- (b) The parties will advise each other of their respective representatives and agree to schedule meetings at a time when operational impacts are minimized. Unresolved scheduling difficulties will be referred to a labour management meeting under Article 9 for resolution.
- (c) When an employee serving as a Union representative to a joint University/Union committee attends an education course or conference directly related to the committee's work on the recommendation of the co-chairs of the joint committee, then this will be considered part of the work of the committee and will, subject to operational requirements, be scheduled as such. Employees attending such education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits. In the event that a department must provisionally appoint or hire an employee to cover the absence of the Union representative, the Union will be responsible for the wage cost of the replacement employee, not to exceed the cost of the employee being replaced.
- (d) The University and the Union will be responsible for any costs incurred by their representatives on joint University/Union committees in attending education courses and conferences.

#### ***Section C - Employee Development***

26.06 A department head may grant an employee's request to attend a course, seminar, workshop, or conference for employee development, submitted in advance of registration, which may include:

- (a) time off without pay to attend a non-credit course, seminar, workshop or conference, provided that the time off does not create bona fide operational difficulties;

- (b) time off without pay to take a University of Victoria credit course to a maximum value of one and one-half (1.5) units over a full four-month term, provided that the time off does not create bona fide operational difficulties;
- (c) reimbursement of all or some agreed portion of the registration fees;
- (d) permission to make up time on any basis mutually agreeable to the employee and the department head, in lieu of taking time off without pay. Such permission will not be unreasonably denied.

26.07 (a) A request under Article 26.06 will be submitted in writing by the employee to the department head, with a copy to the President of the Union, and to the Director of Labour Relations who will make every effort to ensure that all such requests receive equitable treatment throughout the University.

- (b) If a department head indicates that time off cannot be granted, the employee must be so advised in writing, normally within 10 working days of receipt of the employee's request, with a copy to the President of the Union and the Director of Labour Relations

#### ***Section D - Career Development Fund***

26.08 (a) The parties recognize that it is desirable to provide regular employees with opportunities for career development within the University's work force that are not directly related to their employment in their existing department. The parties also recognize that the provision of such opportunities, as well as their successful implementation, is a shared responsibility of the Union, the University, and the employee.

- (b) A joint committee of 4 members, 2 to be appointed by each party, will consider and deal with specific funding requests and proposals from individual employees for their career development, submitted in advance of registration.

- (c) A career development fund will be administered by the University and the Union, to cover approved costs on the recommendation of the Committee. The parties agree that each will contribute to the fund at a rate of \$1.00 per month per regular employee. Disbursements from the fund for approved courses will be made according to the policies established by the parties. Any changes to the policies must be mutually agreed to by the parties.

### **ARTICLE 27 - JOINT JOB EVALUATION PLAN**

#### ***Section A - Joint Job Evaluation Plan***

27.01 The University and the Union implemented the gender neutral Joint Job Evaluation Plan in January 1998 in recognition of a joint commitment to pay equity (equal pay for work of equal value.) The Plan consists of the Joint Job Evaluation Questionnaire (January 2012), job ratings guidelines, and job ratings data developed during the Joint Job Evaluation Project and maintained by the committee described in Article 27.02. Any changes to the Plan must be mutually agreed to by the parties. Refer to Appendices 'B' and 'C'.

**Section B - Joint Job Evaluation Committee**

27.02 A Joint Job Evaluation Committee (JJEC) will consist of 3 representatives designated by each party. A quorum will be 2 members each for the Union and the University. Each party will designate one of its representatives to act as co-chairperson and the co-chairs will have equal standing in all matters. Decisions will be made by consensus. When consensus cannot be reached on a job rating appeal decision, the matter will be referred to the parties under Article 27.11.

27.03 The Joint Job Evaluation Committee will:

- (a) monitor the effectiveness of the Joint Job Evaluation Plan and make recommendations to the parties for improvements to the Plan;
- (b) review any requests for appeal of a job rating initiated by an employee or manager or the Union following the procedures outlined in Articles 27.04, 27.05 and 27.06 (see Article 27.07).

**Section C - Job Evaluation of Single Positions or Groups of Positions**

27.04 Whenever the University changes the duties and responsibilities of a position or group of like positions and a manager and/or an incumbent or group of incumbents and/or the Union considers that the job rating may not reflect the appropriate value of the required skill, effort, responsibility and working conditions as a result of the changes to the duties and responsibilities of the position(s), the following procedures will be followed:

- (a) The incumbent(s) and/or the Union or the supervisor or manager and/or the University may initiate a job evaluation review by identifying the significant changes in duties and responsibilities which have occurred since the position(s) was last rated. Human Resources will provide the existing rating for the position(s) under review and the previous JEQ on request
- (b) A Job Evaluation Questionnaire will be completed by the incumbent on work time, and will be reviewed by the supervisor and the manager in a timely manner, normally within a maximum of three months. The questionnaire will be forwarded to Human Resources. Where further information is required, Human Resources will interview incumbent(s) and/or supervisor(s) and/or conduct visits to the job site. Human Resources will then rate the position(s) using the Plan and forward its rating decision to the manager and the incumbent(s), and to the supervisor and the Union for information. Where the incumbent(s) or the supervisor or manager do not agree with the rating decision, they may, within 25 working days of notice of rating, request appeal of the job rating under Article 27.07 by the JJEC.

**Section D - Joint Audits of All Jobs**

27.05 (a) To maintain the integrity of the Plan, Human Resources, in consultation with the JJEC, will develop and maintain a process to audit a maximum of 100 positions each year, inclusive of job evaluations under Articles 27.04 and 27.06. The Union may make recommendations with respect to audits (primarily regarding Departments undergoing technological or organizational change). It is intended that all positions or groups of positions be audited no less than once every 5 years.

- (b) When Human Resources requests an audit, the position description(s) will be completed in a timely manner normally within 30 calendar days, by the incumbent(s) and their supervisor and forwarded to Human Resources.
- (c) Where further information is required, Human Resources will interview incumbent(s) and/or supervisor(s) and/or conduct visits to the job site. Human Resources will then rate the position(s) using the Plan and forward its rating decision to the manager and the incumbent(s), and to the supervisor and the Union for information. Where the incumbent(s) or the supervisor or manager do not agree with the rating decision, they may, within 25 working days of notice of rating, request appeal of the job rating under Article 27.07 by the JJEC.

### ***Section E - Joint Job Evaluation of New and Vacant Positions***

27.06 When the University establishes a new regular or temporary position or when a vacant regular position is submitted for re-evaluation, the following will apply:

- (a) The manager of the administrative unit will complete a draft job evaluation questionnaire and position description.
- (b) Human Resources will rate the position using the Plan to establish a temporary job rating and Pay Band for the job, and will provide the manager and the Union with the ratings 2 working days prior to posting the position.
- (c) Should the Union have any concerns they will first discuss them with Human Resources. If this does not resolve the issue the position will be referred to the JJEC for temporary rating. This will not prevent the timely posting of the position or placement of any eligible employee in accordance with Article 16.02.
- (d) The job will be posted (under review) and any person appointed to the position will be paid the temporary Pay Band.
- (e) After 6 months from the appointment of an incumbent to a regular position, the incumbent will complete a Job Evaluation Questionnaire on work time and sign it. The supervisor and manager will review the completed questionnaire in a timely manner normally within a maximum of three months and add comments as appropriate, then submit the completed questionnaire to Human Resources for rating under Article 27.04.

### ***Section F - Request for Appeal of a Job Rating***

27.07 (a) Following the procedures established in Articles 27.04, 27.05, and 27.06, either the incumbent(s), the supervisor the manager, or the Union may request appeal of the job rating by the JJEC. The request must state the reason(s) for the disagreement and must include any additional information relevant to the evaluation of the job. The incumbent, supervisor and manager will be informed that they are entitled to meet with the JJEC.

- (b) The JJEC will be provided with all of the relevant documents by Human Resources, and will consider the request. Before assigning a rating the JJEC will invite appellants to meet with the committee and will determine whether to subsequently interview incumbent(s) and/or supervisor(s) and/or conduct visits to the job site. The JJEC will then rate the position(s) using the Plan and, where consensus is reached, will inform the manager and incumbent(s) of the final rating decision. Where consensus is reached on the final rating decision it is final and binding. Where consensus is not reached the matter will be referred to the parties for settlement of the disagreement under Article 27.11.

### **Section G - Salary Adjustments**

27.08 Should the review of a position result in a change to the job rating and a new higher Pay Band, the incumbent(s)' salary will be placed at the job rate of the new Pay Band retroactive to:

- (a) the date on which the incumbent(s) filed with their supervisor the completed questionnaire(s) if the evaluation was initiated under Article 27.04; or,
- (b) the date the parties agree that the substantive change of job duties occurred where the evaluation request arose from notice of Technological and/or Organizational Change (Article 30.01) as provided by the University to the Union; or,
- (c) the effective date of the change will be the date that the audit of the position was initiated by Human Resources under Article 27.05, or
- (d) the original date of appointment of the incumbent to the (new) position evaluated under Article 27.06.
- (e) Where the incumbent and manager agree on an effective date of up to 6 months prior to the above, such date will replace the date noted in (a), (b) or (c).

27.09 Should a review result in a recommendation for a higher job rating and a manager does not grant budget approval, then the incumbent(s) will be paid a salary adjustment retroactive to the appropriate date specified in Article 27.08. The retroactive payment will be processed on the first available month-end payroll following notification of the final rating decision under Article 27.

The new salary will be effective until either:

- (a) the date the manager notifies the employee in writing, with a copy to the Union, that the position responsibilities have reverted to what they were before the changes which resulted in the re-evaluation, or the date a questionnaire is completed and authorized by the manager and both the employee and the Union are notified of the changes.

- (b) Further to Article 27.09 (a), the evaluation and Pay Band will revert to the level that existed prior to the higher job rating, effective upon notification to the employee and the Union. Where the Union is concerned that the reverted responsibilities of the position are inconsistent with the level and Pay Band that existed prior to the re- evaluation, the Union will first meet with the University under Article 9. If this does not resolve the issue, the position will be referred to Human Resources for rating in accordance with the process under Article 27.04.
  - (c) Further to Article 27.09 (b) Human Resources will rate the position using the Plan and establish a job rating and Pay Band effective the date both the employee and the Union are notified of the changes. After 6 months of the manager completing and authorizing the new questionnaire, the incumbent will complete a JE questionnaire and submit it to Human Resources for a rating in accordance with the process under Article 27.04.
  - (d) Should a review by Human Resources or an appeal to the JJEC result in a new higher rating decision, the incumbent(s) will be paid a salary adjustment retroactive to the relevant date in Article 27.09 (a) or (b). The final rating decision is subject to Article 27.09.
- 27.10 Should a review result in a lower job rating, the incumbent's salary will be maintained at its current level until such time as the maximum salary in the new Pay Band surpasses the incumbent's current salary. No incumbent will have their wages reduced as the result of a job evaluation review.

#### ***Section H - Disagreements Regarding Job Rating Decisions***

- 27.11 (a) Following the procedures in Articles 27.07, if the parties are unable to conclude a job rating decision, either party may, within 10 working days of the last meeting on the matter, and by written notice to the other party, refer the dispute to a single arbitrator. Within 60 calendar days of the signing of the Collective Agreement, the parties will agree to 2 named arbitrators to be called upon alternately (assuming they are reasonably available) during the term of the agreement.
- (b) The arbitrator will review the submissions from both parties and will decide the job rating upon which the parties have been unable to agree. The arbitrator's decision will be final and binding on the Union, the University, and all affected employees.
  - (c) The arbitrator will be bound by the Joint Job Evaluation Plan, and the Collective Agreement and will not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator will be limited to the matter in dispute, as submitted by the parties.
  - (d) The Union and the University will be the parties to the arbitration hearing and will have the right to present evidence and argument concerning the matter in dispute. The arbitrator will have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, will have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.

- (e) The arbitrator's fees and expenses will be borne equally between the parties.
- (f) The time limits contained in this article may be extended by mutual agreement of the parties.

### ***Section I - Position Descriptions***

- 27.12 (a) Human Resources will develop and maintain position descriptions for all jobs postings on the Human Resources web site. For re-rated positions under Articles 27.04, 27.05 and 27.06 or the appeal process under Article 27.07 Human Resources will integrate the questionnaire responses with the position description prepared by the incumbent to produce a new position description. The appropriate copies of the new position description will be placed on the Human Resources web site as it is updated by departments and received and integrated by Human Resources and will be distributed to each administrative unit, and incumbent in the department, and to the Union.
- (b) The position description may be used as information for recruitment, training, performance review and planning purposes. The format of the position descriptions will not be changed except by mutual agreement of the parties. Human Resources, will provide sample position descriptions as a resource to managers and staff. The University will twice yearly and upon reasonable request, provide the Union full data reports of the Job Evaluation ratings for all positions and will continue to provide copies of changes to ratings as they are completed by Human Resources and/or the JJEC.
- 27.13 Nothing in this Article in any way alters the University's residual rights to establish or eliminate positions, to assign or change the duties and responsibilities of position incumbents.

## **ARTICLE 28 - PERSONNEL BENEFITS**

### **28.01 Personnel Benefits Committee**

A Personnel Benefits Committee consisting of not more than 11 members, 3 of whom will be appointed by the Union, will be established. The Committee will meet at least semi-annually to review, discuss and make recommendations on matters of mutual interest concerning the benefits under the Staff Pension Plan, the Group Life Insurance Plan, the Medical Insurance Plan and the Dental Plan. Two of the Union members of the Personnel Benefits Committee will be members of the Staff Pension Plan Committee. The existence of the Personnel Benefits Committee will not preclude either party from proposing changes in these benefits at the time of collective bargaining.

28.02 Pension Plan

**Section A - Pension Plan Participation and Contributions**

- (a) All regular employees who, at the time of their regular appointment, are eligible under the terms of the mutually accepted Staff Pension Plan will, as a condition of employment, participate in the Plan. All such employees will contribute the following minimum percentages of basic salary by payroll deduction (inclusive of the 0.25% the employees contribute to the mutually acceptable fund for pension supplements:

Salary up to the "year's maximum earnings" 4.78%

Salary in excess of the "year's maximum pensionable earnings" 6.53%

- (b) Effective April 1, 2006 the University will contribute a minimum of 10.5% of basic salary inclusive of the 0.25% the University contributes to the mutually acceptable fund for pension supplements.

**Section B - Modifications to the Pension Plan**

The Pension Plan has been modified in previous Collective Agreements to reflect the following changes:

- (a) There will be no actuarial reductions for early retirement for employees retiring at or after the age of 60. The early retirement penalty for employees will be 3% per year from age 59 to a maximum of 15% at age 55. Early retirement with this penalty provision may commence no earlier than the employee's 55th birthday.
- (b) Credit will be granted for each year of pensionable service prior to January 1, 1990 at the rate of 1.65% per year of pensionable earnings up to the average Years Maximum Pensionable Earnings (YMPE) (as defined in the Plan).
- (c) Credit will be granted for pensionable service during 1990 and 1991 at the rate of 1.3% per year of pensionable earnings up to the average YMPE (as defined in the Plan).
- (d) Credit will be granted for each year of pensionable service after January 1, 1992 at the rate of 1.5% per year of pensionable earnings up to the average YMPE (as defined in the Plan).
- (e) Credit will be granted for each year of pensionable service after January 1, 2000 at the rate of 1.70% per year of pensionable earnings up to the average YMPE (as defined in the plan).
- (f) Effective January 1, 2000, the averaging g of the YMPE will be over five years.

*Modifications and Transition for the Total Disability Benefit*

Prior to April 1, 2006 the pension plan provided for total disability benefits. As of April 1, 2006, the plan no longer provides for total disability benefits.

Employees who were in receipt of total disability benefits prior to April 1, 2006 will continue to receive these benefits under the same terms and conditions that applied prior to April 1, 2006.

### **Section C - Medical, Group Life Insurance and Dental Plans**

#### 28.03 Extended Health Plan

The parties are agreed, subject to similar agreement with CUPE Local 917, to the below changes to the plan:

- Increase physiotherapy, massage therapy and naturopathic services from \$30 per visit to \$50 per visit effective April 1, 2023, within the existing combined maximum per calendar year.

All regular employees who are eligible under the terms of the mutually accepted Extended Health Benefits Plan will, as a condition of employment, participate in the Plan from the first calendar day of the month following commencement of employment. All temporary employees appointed for a minimum of 3 months half-time or more are eligible to apply for coverage under the Extended Health Benefits Plan.

#### 28.04 Group Life Insurance Plan

- (a) All regular employees who are eligible under the terms of the mutually accepted Basic Group Life Insurance Plan will, as a condition of employment, participate in the Plan from the first calendar day of the month following satisfactory completion of the probationary period.
- (b) Participation in the Optional Group Life Insurance Plan is voluntary upon joining the Basic Group Life Insurance Plan, subject to providing satisfactory evidence of insurability.

#### 28.05 Dental Plan

All regular employees who are eligible under the terms of the mutually accepted Dental Plan will, as a condition of employment, participate in the Plan from the first calendar day of the month following satisfactory completion of the probationary period.

The University and the Union agree that the University will permit coordination of Dental Plan Benefits under the following conditions:

- (a) Prior to January 1, 1994, all employees who qualified at that time for Dental Plan Benefits were offered a one-time opportunity to opt in or out of the Plan.
- (b) At that time of enrollment employees will have the option of covering dependents. No further additions or deletions of dependents will be permitted without satisfactory proof of a change in family or dependent status.
- (c) If employees choose to coordinate their University of Victoria Dental Plan coverage with another plan, they must advise the dentist performing the eligible services that claims must be coordinated to ensure that total benefits payable do not exceed one hundred percent (100%) of the eligible expenses.
- (d) Increase Plan C from 60% to 80% of the B.C. Dental Fee Schedule and increase the lifetime maximum from \$2,000 to \$4,000 effective April 1, 2023.

#### 28.06 Premiums

- (a) All eligible employees will contribute 25% of the required total premiums for the Medical, Basic Group Life, and Dental Plans by payroll deduction.
- (b) The University will continue to pay its portion of the premiums during an employee's leave of absence approved by the University, unless the employee elects in writing not to continue to pay the employee's share. An employee on personal leave, leave for union office or political office, under Articles 24.01, 24.12 or 24.21, will be notified by the University that all benefits may be continued if the employee contributes the total premium costs.
- (c) Employees who are placed on the recall list in accordance with Article 17 will be advised at the same time that they may elect to remain on all benefits for the period they are on the recall list, provided they contribute both the employer and the employee share of the premium costs.
- (d) Employees who are placed on the accommodation list should refer to Article 33.03 (b) regarding benefits coverage.

#### 28.07 Benefit Information and Coverage

- (a) Where the University has agreed to provide personnel benefits under the Extended Health, Dental, Group Life Insurance, and Pension Plans and where the amount of the coverage for a particular benefit was in effect as of April 1, 1999 or is subsequently negotiated by the parties, these benefits and amount of the coverage will not be changed except by mutual agreement, or as required by Pension legislation.
- (b) The University will provide to the Personnel Benefits Committee and the Union current copies and updates of the University's contracts with its benefit carriers.
- (c) For further information about the Staff Pension Plan and other Benefits described in Article 28, reference should be made to the Benefits Information Handbook for Office, Technical & Child Care Employees available from Human Resources.

### ***Section D - Retirement***

- 28.08 The normal retirement date of an employee will be the final working day of the month in which the employee reaches age 65. Employees will notify the University in writing of their intention to work past age 65.
- 28.09 The University agrees to continue to offer, in consultation and co-operation with the Union and others, a pre-retirement financial planning and counselling program, open to any employee, with priority given to employees who are closest to retirement age.
- 28.10 Retiring employees should contact the Human Resources Department for information concerning benefit plans which may be available to them, at their own expense, directly from 1 or more insurance carriers.

**Section E - Temporary Employees With Appointments - Payment In Lieu of Dental, Group Life and Pension Benefits**

- 28.11 (a) Temporary employees appointed to positions of half-time or more for greater than 7 months will receive a monthly payment in lieu of dental, group life and pension benefits from the date of hire and will continue to receive the payment for the duration of the temporary appointment.
- (b) Temporary employees extended in appointed positions of half-time or more beyond 7 months will receive a retroactive payment in lieu of dental, group life and pension benefits for the initial 7 month period. Thereafter, they will continue to receive a monthly payment in lieu of these benefits for the duration of the temporary appointment.
- (c) This payment referred to above will be the percentage of the employee's base earnings which is equivalent to the University's average percentage contribution to the cost of dental, group life and pension plans calculated annually.

**ARTICLE 29 – SAFETY**

**Section A - Cooperation on Safety**

- 29.01 The Union and the University recognize a joint responsibility for the maintenance of safety in work practices and in the working environment, and will cooperate in the establishment and improvement of safety rules and practices, and will monitor compliance with all applicable federal, provincial and municipal health and safety legislation and/or regulations.
- 29.02 Union Officers, Union Stewards, and/or Health and Safety Committee members may request leave to investigate safety and/or health related complaints during working hours without loss of pay, in accordance with the principles and procedures of Article 12.03.

**Section B - Occupational Health and Safety Committee**

- 29.03 (a) A joint CUPE 951/University Occupational Health and Safety Committee will be established and be composed of 4 representatives appointed by the Union and 4 representatives appointed by the University, one of whom will be a designate of the Director of Labour Relations. A designate of the Director of Occupational Health and Safety will be a non-voting ex-officio member, and will report to the Committee's meetings on employee accidents and other matters pertaining to the health and safety of members of the bargaining unit.
- (b) The University will provide at least 1 working day of training per calendar year for Committee members. The areas of training will be jointly determined by the Committee with priority given to worksite inspection and accident investigation training. The Committee will offer to provide similar training to members of building safety committees.

(c) Safety issues identified by the Committee will be referred to the University with recommendations by the Committee for actions to be taken. Committee recommendations will be made by consensus. When the Committee cannot reach consensus, or if a recommendation is not accepted by the University, the matter will be referred to the parties.

29.04 The Occupational Health and Safety Committee will normally meet on a regular monthly basis, or as requested by the Union or the University, to deal with specific unsafe, hazardous, or dangerous conditions. The Union will have the right to have representation on any other University committees, including building safety committees, which deal with health or safety matters which affect employees covered by this Collective Agreement.

29.05 The Committee will determine that a regular inspection program is in place as required by the Industrial Health and Safety Regulations of the Workers' Compensation Act. Where feasible, at least 1 Union member of the Committee, or designate, and 1 University member of the Committee, or designate, will participate in such inspections.

29.06 The Committee will be notified of any industrial accident, injury or occupational disease involving a member of the Union and will determine that investigations are taking place as required and/or discuss the nature and cause of each such accident or injury as soon as possible after the occurrence, and make recommendations to the appropriate University authorities. The Committee will be provided with copies of all completed internal University Accident Investigation Reports in the month following the occurrence of each injury, unsafe incident, or occupational disease involving a member of the Union. Information about individuals who are not University employees or about employees outside the bargaining unit may be redacted as appropriate under the Freedom of Information and Protection of Privacy Act. Copies of all minutes of Committee meetings, investigations, and recommendations will be sent to the University, the Union, and the Workers' Compensation Board of British Columbia.

29.07 Employees will suffer no loss of pay for time required to attend the Committee meetings or training sessions in accordance with Article 26.05.

### ***Section C - Ergonomics***

29.08 The term musculoskeletal injuries (MSI) includes cumulative trauma disorders, repetitive strain injuries and other similar injuries.

29.09 To prevent or limit the occurrence of MSI, the University will, in consultation with the joint Occupational Health and Safety Committee, develop and maintain an effective Ergonomics Program which includes early recognition and intervention strategies. The program will include the following elements:

(a) identification of ergonomics hazards in the workplace that expose employees to a risk of MSI;

- (b) assessment of the risk of MSI including the following risk factors where applicable;
  - (i) the physical demands of work activities, including force required, repetition, duration, work postures, and local contact stresses
  - (ii) appropriate aspects of the layout and condition of the workplace or workstation, including working reaches, working heights, and seating
  - (iii) characteristics of objects handled
  - (iv) environmental conditions
  - (v) characteristics of the organization of work, including work-recovery cycles, task variability, and work rate.
- (c) training and education of supervisors, and employees who are exposed to a risk of MSI, including the identification for new employees of all such risks in their job, training in how to reduce those risks, and further training if needed when there are changes in risk factors as outlined in Article 29.09(b).
- (d) a system of annual review to monitor the effectiveness of the Ergonomics Program, including identification of deficiencies and a plan for correction without delay.

29.10 Where risk factors have been identified, the University must eliminate or, if that is not possible, minimize the risk of MSI. Where a permanent control measure is delayed the University agrees to implement an interim control measure without delay for the employee who is at risk.

29.11 The University will ensure that the work schedules of employees are arranged with sufficient task variation, which may include alternate work assignments or breaks as appropriate to the task, to minimize the risk of MSI.

#### ***Section D - Safety Measures***

29.12 When employees are required to work in conditions of danger, contamination or health hazard, they will be provided with the special tools, equipment or clothing necessary for their protection as specified by the Occupational Health and Safety Committee. These will be maintained and replaced, where necessary, by the University. Where the Committee recommends training in the usage of the equipment and/or clothing, or recommends corrective measures to the workplace to reduce or eliminate the safety risk the University will give serious consideration to implementing those recommendations, or will take alternate corrective measures to reduce or eliminate the safety risk.

29.13 (a) Employees who believe their work situation is unsafe will immediately notify their supervisor. The supervisor will immediately inform the Director of Occupational Health, Safety and Environment, and the Director of Labour Relations who will inform the President of the Union. The employees may refuse to work in this situation until the safety problem has been corrected by the University or until an investigation has determined that the situation is safe in accordance with Section 3.12 of the BC Occupational Health and Safety Regulation.

- (b) Employees will not lose any rights or benefits as the result of reporting what they believe to be an unsafe work situation. Such employees may be assigned alternate duties while the investigation is in progress.

- (c) The refused work must not be reassigned to other employees unless the matter is resolved or the other employees have been notified in writing of the refusal, in accordance with Section 3.12.1 of the BC OHS Regulation.
- (d) An investigation of each work situation believed to be unsafe will be initiated by the Director of Occupational Health, Safety and Environment and/or the President of the Union and conducted by an equal number of Union members of the Safety Committee and University representative(s), and in the presence of the employee(s) that refused the work.. If it is the unanimous opinion of the Union, University, and employee that the work situation is safe, the employees will return to their normal duties. If the investigation does not resolve the matter and the employee(s) continue to refuse the work, both the University and the employee(s) must immediately notify Work Safe BC who will investigate and make a final decision on the matter. The University will respond to a refusal to return to work consistent with Article 14.

29.14 An employee who suffers from a workplace injury, or occupational disease, will complete all necessary forms. The employee is entitled to have the assistance of a Union representative (Union member of the Joint CUPE 951/University Occupational Health and Safety Committee) to complete the necessary forms.

29.15 A pregnant employee upon their request will not be required to operate a video display terminal. Alternate work, if available, will be offered by the University at the employee's regular rate of pay. If alternate work is not available at the employee's regular rate of pay, the University will then offer the employee alternate work in the next available position for which the employee is qualified and capable, at the rate of pay of the alternate position. If alternate work is not available, the employee may decide to continue in their position or to take a leave of absence without pay until alternate work becomes available or for the time remaining to the commencement of the maternity leave.

### ***Section E - Working Alone***

- 29.16 (a) The University, in consultation with the joint Occupational Health and Safety Committee, must develop and maintain a written procedure for checking the well-being of an employee assigned to work alone or in isolation under conditions which present an apparent risk of injury or assault or other misfortune. An employee required to work in such circumstances and any person assigned to check on the employee must be trained in such procedures.
- (b) The procedure for checking an employee's well-being must be reviewed at least annually, or more frequently if there is a report that the procedure is not working effectively or if there is a change in work arrangements which could adversely affect the employee's well-being.

### ***Section F - Allowances***

29.17 Transportation for employees requiring immediate medical care from a physician or hospital as a result of a workplace injury or occupational disease is the responsibility of the University.

## **ARTICLE 30 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

- 30.01 The University agrees to provide the Union with not less than 10 weeks' notice in writing of its intention to introduce technological change in material, equipment or process, or organizational change, which may include changes in hours of work under Article 18.04, when the anticipated effects of the change on the terms and conditions or security of employment of employees covered by this Agreement will be negative. In determining whether an anticipated effect is negative, an objective test will apply. The official notice will provide the substance of the change and its predicted impact on employees.
- 30.02 At the time of serving notice of technological and/or organizational change, the University will identify a meeting time within 5 working days when the employer is available for a meeting under Article 9. The parties will establish a Labour Management Committee to discuss and resolve all matters pertaining to the proposed change, including discussion of alternatives to the change.
- 30.03 (a) Should the introduction of technological and/or organizational change result in changes to an employee's procedures or position, and/or the need for increased skills and abilities, the University will provide training and equipment to enable the employee to meet the requirements of the position. Where there are changes to the duties and responsibilities of an employee's position, the provisions of Articles 27.04 or 27.06 will apply.
- (b) Should an existing employee be unable to work varied hours in the changed position due to a medical or equity reason and they cannot be accommodated under Article 18.10, then the employee will be accommodated in an alternate position or may elect that this be treated as a layoff pursuant to Article 17.02(a) through 17.12(b) inclusive.
- (c) Should the introduction of technological and/or organizational change result in the employee's position becoming redundant, the University will give notice of layoff in accordance with Article 17 and provide opportunities for retraining.
- (d) Where a job evaluation request arises from an organizational or a technological change and results in an increase in pay, the date of retroactivity will be the date on which the additional duties or responsibilities were assigned.
- 30.04 Except by mutual agreement or in an emergency, new regular employees will not be hired during the notice period specified in Article 30.01 above to fill any position for which the redundant employee could reasonably be expected to qualify.
- 30.05 When Article 30 does not apply, but the anticipated effects of the intended organizational or technological change(s) are likely to have a significant effect on a member or members of the bargaining unit, Human Resources will send an email to the Head Steward with a copy to the Union President, or their designate, providing notice of the intended change(s). If the Union requests a meeting, after receiving the email, the Head Steward and the President and Human Resources will meet within 7 calendar days to discuss the anticipated effects of the intended change(s). Such discussions will include consideration of the personal circumstances of the affected employee(s).

## **ARTICLE 31 - JOB SECURITY**

### ***Section A - Scope of the Bargaining Unit***

31.01 The scope of the bargaining unit is defined as the work performed by the office employees, technicians, animal care assistants and child care workers of the University. The University agrees that bargaining unit jobs will not be performed by members of the other employee groups except as mutually agreed between the University and the Union.

### ***Section B - Contracting Out of Bargaining Unit Work***

31.02 The University will not contract out bargaining unit work, performed by members of this bargaining unit, which will result in the layoff or termination of any regular employee.

31.03 When the University is considering contracting out work which is presently performed by bargaining unit members, the University will provide the relevant service departments with the opportunity to bid on the contracts.

### ***Section C - Contracting In***

31.04 Within the scope of the jobs performed in University departments by regular members of the bargaining unit:

- (a) the Union will notify the University at the beginning of a quarterly period of the types of contracted out work that is within the scope of the bargaining unit that the union would like to review. These requests will be sufficiently defined so as to allow the data collection process to proceed efficiently and without undue resource expenditure;
- (b) the University will meet quarterly with the Union to review the information provided and discuss alternatives to the contracting out of work within the scope of the bargaining unit, including discussions of whether this work could be performed by members of the bargaining unit. The parties will exchange agenda items 30 calendar days prior to the meeting.

## **ARTICLE 32 - EMPLOYMENT EQUITY**

32.01 The University and the Union hereby acknowledge, recognize and support employment equity, diversity and inclusion at the University of Victoria. 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 upon between the Parties.

## **ARTICLE 33 - EMPLOYEES WITH DISABILITIES**

### ***Section A - General***

- 33.01 (a) Where an employee is unable to perform any or all the substantive duties and responsibilities of the employee's position due to disability, the University, in consultation with the Union, will make every reasonable accommodation up to the point of undue hardship to enable the employee to continue to perform the substantive duties and responsibilities of the employee's position. Prior to making a formal request for accommodation, the employee and manager may resolve the matter at the departmental level.
- (b) It is the responsibility of the employee to establish in writing the need for accommodation and document the functional impacts of the disability.
- (c) In order to accommodate the employee, the University will, within reason up to the point of undue hardship, make any necessary modifications to buildings, structures and/or equipment, purchase special equipment, alter job duties and procedures, temporarily allow remote work where suitable for the nature of the position, and provide training and/or education to enable the employee with a disability to remain employed by the University.
- (d) The employee seeking the accommodation will make every reasonable effort to cooperate in facilitating the accommodation.
- (e) The Union will make every reasonable effort to accommodate up to the point of undue hardship.
- (f) For information regarding the Return to Work Program and Long Term Disability Plan see Article 23, Sections D and E.

### ***Section B – Process***

- 33.02 Where the employee has established the need for accommodation and is fit to work:
- (a) The University in consultation with the Union and the employee will develop an accommodation plan.
- (b) Every reasonable effort up to the point of undue hardship will be made to accommodate employees in their existing positions. Where the University is unable to accommodate an employee in their original position the University will advise the Union of this fact in writing.
- (c) Only where it is not possible to accommodate an employee in their existing position will vacancies be considered, pursuant to Article 16.02 (b), first within the unit or department and where that is not possible, other vacancies in the bargaining unit or other mutually agreeable alternatives.

- (d) The University will make every reasonable effort, up to the point of undue hardship, to place the employee in a suitable alternate position, with all the rights and benefits of the employee's previous position. However, where a position is found that is lower in salary ranking than the employee's current position, the rate of pay will be no less than 2 Pay Bands below the rate of the position from which the employee is transferred (at the time of transfer), and will be paid at that level until the rate for the new position equals or exceeds that rate. In no case will the combined salary rate in the new position and any Workers' Compensation Board benefit be greater than the rate of the current position.
- (e) The University will maintain wages, rights and benefits for employees until such time as the employee is placed in a position or put on the accommodation list.

**Section C - Accommodation List for Regular Employees**

- 33.03 (a) Where a suitable vacancy cannot be found within 3 months of the University advising the Union in writing that the employee cannot be accommodated in their original position, the employee will be placed on the accommodation list. The University may assign duties as appropriate given the nature of the disability and/or provide training during the 3 month period.
- (b) An employee will be placed on the accommodation list until an accommodation is found or until such time as it has been determined whether the employee qualifies for disability benefits through the Canada Pension Plan. Employees on the accommodation list will continue to accrue seniority and be entitled to representation and grievance rights. An employee on the accommodation list will continue on all benefits provided the employee contributes the employee share of the premium costs.
  - (c) Should an employee elect to terminate their employment with the University within twelve months of being placed on the accommodation list, the employee will be entitled to receive severance pay under Article 17.11. Should an employee elect to terminate their employment with the University at a later date, the employee will be entitled to receive severance pay as per Article 17.12.

**Section D - Joint Committee**

- 33.04 The parties agree to establish a joint labour/management committee to consult extensively and make recommendations to the University regarding the development and maintenance of a consistent process which enables employees with disabilities to maintain their employment at the University. The committee will normally meet quarterly to review the guidelines for employees with a disability.

## **ARTICLE 34 - EMPLOYMENT PROGRAMS**

### **34.01 Student Employment Programs**

Student employment occurs where students of the University are employed through programs where there is a government wage subsidy such as Work Study, Canada Youth Employment and Summer Career Placement. Where students in these programs receive a work assignment and the core duties they perform fall within the scope of bargaining unit positions then:

- (a) These students will become members of the bargaining unit.
- (b) The salary paid will be as determined by mutual agreement and as set out in the salary schedule established for student employment programs pursuant to this agreement. Should new programs occur during the term of the agreement the parties agree to establish a wage rate and will be guided in reaching these wage rates by the rates established for the above programs.
- (c) For all other terms and conditions of employment these students will be treated as casual employees under the terms of the agreement. The Union agrees to extend the time limits set out in Articles 16.02(a) and 16.06 in order for the students to be able to complete the full work term.
- (d) Student positions will be in addition to the department or unit's existing regular full time and part time positions. In no case will the hiring of a student employee result in the termination, layoff, or reduction of scheduled hours of a regular employee. Appointments of student employees are time limited and/or subject to the availability of specific grant funding.
- (e) This language will apply to program applications and renewals made by the University after date of ratification i.e., year 2000 applications.

## **ARTICLE 35 - PAY EQUITY PLAN**

- 35.01 Further to Article 27.01 and following the completion of the University of Victoria/CUPE 951 Pay Equity Plan in February 2000, the parties agree that pay equity is achieved for CUPE Local 951.
- 35.02 The parties agree to modify the existing gender neutral pay line to incorporate the comparison between the CUPE 917 Service Worker II classification and Pay Band 3. The Service Worker II rate that will be used will be the rate that was in effect at midnight March 31, 1999.
- 35.03 The parties agree to the establishment of the Early Childhood Educator and Special Needs Educator at the equivalent of Pay Band 6 and the Early Childhood Educator Supervisor at Pay Band 8. These positions will continue to be separate from the Joint Job Evaluation Plan.

- 35.04 The parties agree to supplement the existing maintenance procedures for the Joint Job Evaluation Plan, as outlined in Article 27, to ensure pay equity is maintained.
- (a) Any change to the Service Worker II rate will take into account total compensation (wages and benefits) as part of the pay equity maintenance plan.
  - (b) A bona fide reclassification of the Service Worker II classification under the CUPE 917 pay equity plan, will not trigger any impact on CUPE 951's pay line.
  - (c) The maintenance plan review of comparisons with the Service Worker II classification may be conducted no earlier than the expiration of the 1999-2002 collective agreement and any subsequent changes to the pay line will not be retroactive.
  - (d) The relationship of the new pay line to trades positions is coincidental and will not form part of the ongoing maintenance plan.

#### **ARTICLE 37 - CHILD CARE CENTRE**

- 37.01 Appendix 'A' - Child Care outlining the variances in the Collective Agreement with respect to Child Care Centre employees is deemed to be binding and remain in full force until such time as the parties mutually agree to amend any article(s) subject to the provisions of Article 39.

#### **ARTICLE 38 - LETTERS OF AGREEMENT/UNDERSTANDING**

- 38.01 All Letters of Agreement/Understanding will be deemed in effect only when they are updated, signed, and attached to and forming part of this Collective Agreement. This will not apply to letters that have been agreed to and signed during the life of this Agreement.

#### **ARTICLE 39 - TERM OF AGREEMENT**

- 39.01 This Agreement will be binding and remain in full force from the first day of April, 2022, to the thirty-first day of March, 2025. This Agreement will continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.
- 39.02 All provisions of this Agreement are subject to applicable laws, proclamations and regulations. If any law, proclamation or regulation subsequently invalidates or disallows any provision(s) of this Agreement, all other provisions will remain in effect but the invalid or disallowed provision(s) will be re-negotiated if required.
- 39.03 If negotiations extend beyond the anniversary date of the Agreement, both parties will adhere fully to the provisions of this Agreement, during the period of bona fide collective bargaining.
- 39.04 All revisions to the Collective Agreement mutually agreed upon will, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the Corporate Seals of the parties hereto have been hereunto affixed in the presence of their officers thereunto duly authorized on the \_\_\_\_ day of \_\_\_\_, 2023.

The Corporate Seal of UNIVERSITY OF VICTORIA hereunto affixed in the presence of:

\_\_\_\_\_  
Kevin Hall, President  
University of Victoria

\_\_\_\_\_  
Kristi Simpson, Vice-President, Finance & Operations  
University of Victoria

\_\_\_\_\_  
Kane Kilbey, Associate Vice-President, Human Resources  
University of Victoria

The Corporate Seal of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 951, was hereto affixed in the presence of:

\_\_\_\_\_  
Kirk Mercer  
President, CUPE Local 951

\_\_\_\_\_  
Page DeWolfe, 1<sup>st</sup> Vice President, CUPE Local 951

\_\_\_\_\_  
Stephen Leckie, Head Steward, CUPE Local 951

**CUPE LOCAL 951  
LETTERS OF AGREEMENT**

**#1- ADMINISTRATION OF PERFORMANCE ADJUSTMENTS TO SALARY  
SCHEDULE AT OR ABOVE PAY BAND 6**

The University and the Union agree to cooperate and consult as the University introduces, trains and encourages managers and staff to use a Performance Planning and Development program over a period of time.

The University of Victoria will maintain a performance based increment system for positions in the bargaining unit at or above Pay Band (PB) 6. Eligibility will be on the following basis:

1. Employees appointed in positions at PB 6 or above will be eligible for a performance adjustment to Step 5 after completion of 9 months of satisfactory service following attainment of the Step 4.
2. Term employees who have worked beyond 12 consecutive months in an appointment or contiguous appointments at or above PB 6 will be eligible to progress to the Step 5 level.
3. Performance adjustments to Step 5 will be awarded except in cases of clearly documented unsatisfactory performance.
4. Satisfactory performance will not require written confirmation during the period of time that the University is training and coaching managers and supervisors to conduct performance planning and development. A procedure of exception reporting will be established to administer Step 5 adjustments.

Regular employees will start at Step 2 (Probation), progress to Step 4 after 3 months' satisfactory performance in accordance with Article 25.09, and, for those employees in positions at or above Pay Band 6, to Step 5 after nine months' satisfactory performance in accordance with the procedures outlined above.

The values of the Step 5 adjustments are listed for PB's 6 through 14 in Salary Schedule A and for PB's 10B through 14B in Salary Schedule B.

***Bargaining note:***

*Effective April 1, 2022: Regular employees at PB6, PB7, PB8 will receive Step 5 if completed 9 months of satisfactory performance following attainment of Step 4. Standard procedure will apply to all other regular employees new to PB6, PB7, PB8 as noted in LOA #1.*

*Term employees who have worked beyond 12 consecutive months in an appointment or contiguous appointments at PB6, PB7, PB8 will be eligible to progress to Step 5.*

## **#2 - APPRENTICESHIP POSITIONS**

The parties agree during the term of the Collective Agreement to review the possibilities of introducing apprenticeship positions.

Where the University initiates an apprenticeship position, the parties will develop a mutually agreed to plan, including the degree to which the University will provide financial support.

The terms and conditions of employment during the period of their apprenticeship to the University shall be those specified in the Collective Agreement for Regular employees with the following exceptions:

1. There shall be no commitment of employment with the University beyond the period of apprenticeship.
2. An apprentice shall accumulate seniority as an apprentice, which will only have full effect if employment continues beyond the expiry of the apprenticeship and becomes Regular at that time; or, the apprenticeship is a Regular employee at the time of apprenticeship.
3. An apprentice shall be entitled to participate in the University's benefit plans on a voluntary basis according to normal eligibility rules.

## **#3 - CASUAL HOURS**

In recognition of the Union's concern about the reduction in regular positions through attrition and layoffs, the University agrees to meet, using the Article 9 Labour Management forum, to discuss the Union's issues with respect to the consolidation of casual hours. The parties agree to review data available through reports per Articles 7.03 and 7.05 in order to come to a common understanding of the matter and any related operational or organizational dynamics. The parties will then use this common understanding to attempt to meet both the Union's interest regarding regular or temporary appointments and the University's interest in operational efficiency and providing support to students.

## **#5 - EMPLOYMENT INSURANCE PREMIUM REDUCTIONS**

The Union in recognition of the personnel benefits provided under Article 28 agrees that the University retain the 5/12 portion of the Employment Insurance premium reduction referred to in the Employment Insurance Act and Regulations.

The University agrees to report annually on the E.I. premium reduction benefit and cost of personnel benefits pursuant to Article 28.

## **#6 - INTERNAL STATUS FOR APPLICATION PURPOSES**

CUPE Local 951 and the University of Victoria agree that for the purposes of applying for posted positions in the jurisdiction of CUPE Local 951 under Article 16.04 of the Collective Agreement, employees from CUPE Local 917 and those in the Exempt Support group will be entitled to apply as an internal applicant.

This will include casual employees who have worked in either employee group within the previous 10 working days.

This agreement will confirm the current practice regarding applications from these 2 employee groups.

## **#7 - INTERNSHIP PROGRAMS**

Where for employment equity or work experience program purposes the University intends to establish a position within the scope of the bargaining unit, there must be mutual agreement regarding the creation and terms of the assignment including rates of pay before it can proceed. The internship will be classified as either a casual or temporary assignment under the terms of this agreement.

Internship positions will be in addition to the department or unit's existing regular full time and part time positions. In no case will the hiring of a intern result in the termination, layoff, or reduction of scheduled hours of a regular employee. Appointments of interns are time limited and/or subject to the availability of specific grant funding.

## **#8 - PERFORMANCE FEEDBACK AND COACHING**

The University agrees to consult with the Union in the maintenance of the training program on how to provide effective performance feedback and coaching. The training program will be made available to Managers, Human Resource Consultants, Supervisors, Union Stewards and Union Officers.

This training will include, but not be limited to, advice concerning the importance of an employee having access to a Union representative should there be issues of a sufficiently serious nature to be discussed, such that it could be reasonably believed the manager/supervisor will have concerns about an employee's ability to meet performance standards. This does not detract from the parties understanding that supervisors and managers need to be able to communicate openly and fairly with employees.

## **#9 - PERSONNEL BENEFITS COMMITTEE**

The parties agree that this letter clarifies the terms of reference of the existing personnel benefits committee as defined in Article 28.01 to review, discuss and make recommendations on matters of mutual interest concerning the benefits under the Staff Pension Plan, the Group Life Insurance Plan, the Medical Insurance Plan, the Dental Plan (and the Long Term Disability when implemented).

Membership will remain consistent with the current provisions of Article 28.01.

Mandate: For the purposes of the Group Life Insurance Plan, the Medical Insurance Plan and the Dental Plan the Committee mandate will be:

- (a) To act as a liaison between CUPE Local 917, CUPE Local 951, the University (and the Exempt group) on health and welfare benefits
- (b) To examine and make recommendations with respect to innovations and economies of scale that will result in cost savings while maintaining or enhancing existing coverage
- (c) To be consulted prior to any rate adjustment
- (d) To be consulted with respect to a decision to take a benefit plan(s) to tender
- (e) To be consulted on the choice of plan carrier

For the purposes of timely implementation of this LOA, the committee will meet within 60 days of ratification of the Collective Agreements and will determine a suitable schedule to meet its mandate in the first year, particularly with respect to a), b) and c) above. Thereafter, the Committee will meet quarterly, or as required on 7 days' notice by any of the parties.

## **#10 - WORKLOAD, ARTICLE 29**

The parties agree that though workload may be inconsistent in terms of volume and urgency the University has an obligation to ensure sound management practices are adopted which ensure that work demands are not unreasonable and that no one is required to work in harmful job conditions which are possible to avoid.

Where employees identify that their workload is causing, or is likely to cause them to work under conditions that are harmful to their health, they will first discuss the issue with their supervisor. The issue will be dealt with in good faith at the supervisory level but if it remains unresolved it may be referred to Labour Management under Article 9 for resolution.

If the Labour Management process is exhausted and the issue is not resolved then the matter may be referred to the grievance/arbitration procedure in accordance with Article 12. The Union must be able to demonstrate that the workload is unreasonable, such that by a reasonable standard it is causing unhealthy working conditions.

This Letter of Agreement is not intended to be used to address issues which are compensable under the Joint Job Evaluation Plan.

## #11 - EXPEDITED DISPUTE RESOLUTION PROCESS

The parties agree the following dispute resolution process shall apply to differences relating to cases involving accommodations, return-to-work and technological and/or organizational change.

1. For disputes relating to cases involving accommodations and return-to-work, Chris Sullivan will be appointed, except where they are not available in 1 week, the parties agree that Amanda Rogers will be appointed and if they are not available in 1 week, Chris Sullivan will be appointed. If any of the above retires or is not available for appointments the parties will agree on another name.
2. For disputes relating to cases involving technological and/or organizational change, Amanda Rogers will be appointed. For this purpose, Amanda Rogers will convene a hearing by conference call after which they will issue a decision by email within 72 hours. If Amanda Rogers retires or is not available for appointments the parties will agree on another name.
3. The dispute resolution process will take place in Victoria, unless otherwise agreed to by the parties. The hearing may be convened by teleconference.
4. The process is intended to be non-legal. No lawyers will be used by either party. The parties are limited to 2 persons each plus the National Union Representative if necessary.
5. All presentations will be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
6. Prior to rendering a decision, the arbitrator may assist in mediating a resolution to the issue. Where mediation fails or is not appropriate the arbitrator may, in their discretion, make recommendations to resolve the dispute or issue a final and binding determination, in a manner consistent with the applicable law in force at that time.
7. The decision or recommendations will be given to the parties within 3 working days of the hearing/teleconference.
8. All decisions/recommendations of the arbitrators will be limited in application to that particular dispute and are without prejudice. These decisions/recommendations will have no precedential value and will not be referred to by either party in any subsequent proceeding except that the parties may refer to this process and its outcomes in any process that may arise related to the matter.
9. All settlements of proposed cases made prior to hearing will be without prejudice.
10. The parties will equally share the costs of the fees and expenses of the arbitrator.
11. Where mutually agreed by the parties, other complaints and grievances may be referred to this expedited dispute resolution process.

## **#12 – REMOTE WORK ARRANGEMENTS**

Employees may request the option to work remotely in accordance with the university's Remote Work Framework and principles. The principles of Remote Work Arrangements (RWA) are as follows:

- RWAs support organizational effectiveness.
- RWAs build engagement and satisfaction through trust and flexibility.
- RWAs are voluntary, with shared responsibility.
- RWAs consider equity, but not necessarily equality.
- RWAs maintain connection and collaboration.

Decisions to approve RWAs are made by the supervisor(s)/excluded manager in accordance with the framework and principles and will not be made in a manner that is arbitrary, discriminatory or in bad faith and requests shall not be unreasonably denied.

If there is a dispute, the Union may seek to resolve the matter first through Article 9 (Labour Management Relations) and then, if the matter remains unresolved, through Article 12 (Grievance and Arbitration).

## **#13 - CUPE SUPPLEMENTAL FUND**

Effective the signing date of this agreement, and subject to similar agreement with CUPE Local 917, the Parties agree to create a Fund for CUPE 951 and CUPE 917 members.

The University will allocate six thousand dollars (\$6,000) each year (pro-rated in 2015/16) to a joint union administrator identified by CUPE 951 and CUPE 917 who will distribute the Fund according to the decisions of a committee established by each of CUPE 951 and CUPE 917. The committee will make decisions with respect to allocations of the Fund to applicants.

Effective April 1, 2023 the University will allocate one time funding of fifteen thousand dollars (\$15,000) to the CUPE Supplemental Fund.

The joint union administrator will make available, annually, in a statement acceptable to the University's auditors indicating how these funds are distributed and the University will note these distributions on annual T4s.

## **#14 - MARKET ADJUSTMENTS POSITIONS**

The parties will establish a joint Labour Market Adjustment Committee of 2 CUPE Local 951 members and 2 University members to jointly identify and recommend positions which may qualify for a Labour Market Adjustment based on the following principles:

- a) rationale linked to competitive labour market factors;
- b) inability to attract and/or retain individuals who meet the requirements of such positions; and,
- c) service improvements to students.

The total amount of funding over 3 years is \$102,000 in year 1, \$74,000 in year 2, and \$76,000 in year 3, for wages and associated wage-impacted benefits. It will apply for the term of the collective agreement and be supported through Service Improvement Allocation funding. The actual positions allocated market adjustments, and the size of the adjustments themselves will be in line with operational needs and prevailing labour market forces, but will remain consistent with the approval for funding and the above principles.

Funding is available from Service Improvement Allocation. While this LOA is for the life of the collective agreement, the funds are continuing in nature; therefore, if the parties do not extend this LOA in the next collective agreement, these funds will be redirected to another mutually agreed purpose that supports Service Improvement.

The parties agree to further invest \$11,300 of on-going funding in year 2 (April 1, 2023 to March 31, 2024) and in year 3 (April 1, 2024 to March 31, 2025) from the flexibility allocation for wages and associated wage-impacted benefits.

## **#15 – CAREER DEVELOPMENT FUND**

The parties agree to commit additional funding for Article 26 – Training and Development, Section D, Career Development Fund. The funding will be transferred from the previous Letter of Agreement #15 – Employee Wellness, Innovation and Training. The available amount is \$90,000 which is representative of funding from years 2020, 2021 and 2022. The annual funding is continuing in nature and amounts to \$30,000 per year.

The parties agree that on April 1<sup>st</sup> of each calendar year \$30,000 will be directed to the Career Development Fund, in support of service delivery improvements.

## **#16 – BUSINESS PROCESS REVIEW OF SICK LEAVE ADMINISTRATION**

The parties agree to work together to review and document the various business process steps associated with sick leave administration, ranging from five (5) days of injury or illness up to and including long term disability. The purpose of this work is for both parties to understand the entire process and identify ways in which administrative processes could be more streamlined and/or efficient.

The parties will also develop updated communications materials to support employees and their managers with understanding the various stages of sick leave administration and the benefit provisions that are available.

## **#17 – ARTICLE 12 – SECTION A – GRIEVANCE PROCEDURE AND SUPPORT FOR EQUITY, DIVERSITY AND INCLUSION**

Further to Article 12, Section A – Grievance Procedure, specifically clause 12.02, in addition to the right of Union representation, the Union may request to include an additional union representative to better support employees with equity, diversity, and inclusion. Requests will not be unreasonably denied. No undue delay shall result from the unavailability of such representation.

## **#18 – REVIEW OF PENSION PLAN MODIFICATIONS**

The parties agree to work together starting in 2023 and continuing through the term of the agreement, to explore options to ensure the long-term sustainability of the Staff Pension Plan while ensuring affordability of the defined benefit plan for its members, and the members income levels at retirement. Options for pension plan modifications may include:

- Changes to the accrual rate.
- Equity considerations within the plan, including changes to early retirement reductions and rules.
- Associated changes to Employee and University contributions rates.

Staff Pension Plan options will be prepared, costed, and explained to the parties by the Plan's actuary.

## #19 – LIVING WAGE

The parties agree to work towards establishing a living wage for CUPE 951 employees. It is recognized that paying a living wage constitutes a critical investment in the long-term prosperity of the local community. As a result of this commitment Pay Band 1 and 2 will be eliminated from Schedule A. Also, the Joint Job Evaluation Plan will be amended to allow the point band range for Pay Band 3 to be inclusive of Pay Band 1 and 2. The parties agree to monitor the living wage rates for the City of Victoria and agree to address necessary living wage rate adjustments during times of collective bargaining.

## #20 – COST OF LIVING ADJUSTMENTS

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after April 1, 2023 and April 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Appendix 'A' of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

Employees impacted due to the University's 2023/2024 fiscal year base budget reductions and have signed departure agreements will receive the April 1, 2022 and April 1, 2023 salary increases outlined in this agreement.

## **#21 – SCHEDULE ‘A’ SALARY STRUCTURE AMENDMENT**

On April 1, 2022 the salary structure listed in Schedule ‘A’ of this agreement will be amended to support recruitment and retention of its employees. Pay bands 6 through 8 will be amended to include a Step 5 representing a 0.72% increase from Step 4.

*Bargaining note: The order in which salary adjustments will occur-are as follows:*

1. April 1, 2022 a \$0.25/hour increase to all wage grids.
2. April 1, 2022 a 3.24% GWI.
3. April 1, 2022 introduction of Step 5 for pay bands 6 through 8 – LOA#1.
4. April 1, 2023 a 5.5% GWI and Contingent Cost of Living Adjustment (COLA) of up to 1.25% in accordance with LOA #19 re COLA.
5. April 1, 2024 a 2.0% GWI and Contingent Cost of Living Adjustment (COLA) of up to 1% in accordance with LOA #19 re COLA.

## **#22 – STOREKEEPERS – FACULTY OF SCIENCE**

The Storekeeper (pay band 10) and Supervisor, Storekeeper (pay band 13) will move from Salary Schedule ‘A’ to Salary Schedule ‘B’ effective April 1, 2023.

The preceding Letters of Agreement are herewith agreed to by the parties.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kirk Mercer, President  
CUPE Local 951

\_\_\_\_\_  
Kane Kilbey, Associate Vice-President,  
Human Resources

\_\_\_\_\_  
Stephen Leckie, Head Steward  
CUPE Local 951

\_\_\_\_\_  
Vanessa cartwright, Director, Labour  
Relations & Human Resources Consulting

## **APPENDIX 'A' - CHILD CARE APPENDIX**

The following articles outline the variances in the Collective Agreement with respect to the Child Care Centre employees only. Unless there is a specific variance all other sections of all articles in the Collective Agreement apply.

### **ARTICLE 3 - UNION RECOGNITION**

3.05 In order to maintain staffing ratios consistent with the BC Child Care Licensing Regulation and meet operational requirements, attendance by Child Care employees at regular monthly general meetings may be limited to one hour.

### **ARTICLE 16 - APPOINTMENTS, TRANSFERS AND PROMOTIONS**

#### ***Section D - Trial Period***

16.12 (a) (i) When regular employees change position of their own volition, moving from staff to a supervisor position within the Child Care Centre, there will be a trial period of not more than 3 months unless extended by mutual agreement of the parties.

(ii) When regular employees change position from one Centre to another within the same classification there will be a 1 month trial period.

### **ARTICLE 17 - LAYOFF AND RECALL OF REGULAR EMPLOYEES**

For the purposes of the Child Care Centre, references in Article 17 to Pay Bands for placement or displacement are understood to refer to positions at the same approximate annual salary.

### **ARTICLE 18 - HOURS OF WORK AND SHIFT DIFFERENTIALS**

#### ***Section A - Normal Hours***

18.02 Employees will be permitted a fifteen minute break from work both in the first and second half of the shift. Such breaks may be taken on site if necessary to maintain child/staff ratios. Breaks will be coordinated by the supervisor.

#### ***Section C - Modified Work Schedules***

18.06 The University and the Union agree that there will be no modified work schedule instituted in the Child Care Centre.

**Section F - Accommodation of Requests To Vary Work Schedules for Equity or Medical Reasons.**

18.10 The University and the Union will make every reasonable effort to accommodate the requests of regular employees in the Child Care Centre to vary their existing work schedules for bona fide equity or medical reasons (e.g. child care, elder care, or medical reasons). Where these requests cannot be met for bona fide operational reasons, the University will make every effort to accommodate those employees in appropriate vacant positions elsewhere in the bargaining unit and backfill the Child Care position on a temporary basis.

**Section G - Job Sharing**

18.11 The University and the Union agree that there will be no job shares in the Child Care Centre. Where there are requests to job share based on equity or medical reasons, the University will make every reasonable effort to accommodate the requests of regular employees in an appropriate vacant position elsewhere in the bargaining unit and backfill the Child Care position on a temporary basis.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

**Section D - Increment Progression**

25.08/09 There will not be a two-step increment progression for Child Care Centre Supervisors.

25.10 Casual/substitute employees in the Child Care Centre will be paid at the rate designated in the Salary Schedule.

**LETTER OF AGREEMENT #1**

**SPECIAL LEAVE DAYS**

In acknowledgement of the unique operational requirements and the existing practice in the Child Care Centres all appointed employees will be granted 5 special leave days with pay per year, prorated where appropriate.

Child Care Centre employees will have the right to, but not be limited to, use these days to cover absences under Articles 24.03 unavoidable personal business appointments and dependent appointments; article 23.01 dependent illness; and 23.06 medical and dental appointments as these Articles do not otherwise apply.

Days off must be scheduled with the prior approval of the Manager in order to meet bona fide operational requirements. In the event that the employee and the manager are unable to agree on a schedule for the time off, the provisions of Article 9 or Article 12 will apply.

## **LETTER OF AGREEMENT #2**

### **VOLUNTEERS**

For the purposes of the Child Care Centre, volunteers are not employees and will be excluded from the terms and conditions of this collective agreement. Volunteers may, from time to time, include parents, practicum and observing students, members of the local community and individuals completing their required volunteer hours for entry into the Early Childhood Educators training program.

Volunteers will not be used to perform the child care responsibilities within the scope of the bargaining unit or to replace any University employee in the Child Care Centre.

## **LETTER OF AGREEMENT #3**

### **CHILD CARE TRAINING**

Pursuant to Articles 26.01, 26.02 and 26.03, the University and the Union agree that all appointed employees in Child Care Services who need First Aid recertification to maintain a license or certificate which is a requirement of their Child Care position will have all associated costs covered by the University. When an employee's participation occurs on a normal day off work, the employee will be granted equivalent time off on a straight time basis.

## APPENDIX 'B' - JOINT JOB EVALUATION FACTORS

### FACTOR/SUBFACTOR

#### Skill

1. Practical Knowledge and Skill
2. Dexterity
3. Human Relations Knowledge and Skill
4. Organization Knowledge and Skill
5. Problem Solving

#### Effort

6. Physical Effort
7. Mental & Sensory Effort

#### Responsibility

8. Responsibility for the Work of Others
9. Responsibility for Service to Users
10. Responsibility and Decision Making
  - Financial resources
  - Material resources
  - Information processing
  - Personnel practices, procedures & policies
11. Accountability: Impact of Actions and Decisions

#### Working Conditions

12. Physical Environment
13. Job Environment

**APPENDIX 'C'**

**JOINT JOB EVALUATION RANGES BY PAY BAND AND JOB TITLE**

**Pay Band 3 (1-197 Points)**

- Clerk
- Library Assistant
- Secretary

**Pay Band 4 (198-227 Points)**

- Clerk
- Library Assistant
- Mail Clerk
- Secretary

**Pay Band 5 (228-257 Points)**

- Clerk
- Library Assistant
- Operator-Switchboard
- Secretary

**Pay Band 6 (258-287 Points)**

- Clerk
- Library Assistant
- Secretary

**Pay Band 7 (288-317 Points)**

- Buyer
- Clerk
- Driver Clerk
- Library Assistant
- Operator - Computing
- Secretary

**Pay Band 8 (318-347 Points)**

- Clerk
- Library Assistant
- Operator-Printing
- Secretary

**Pay Band 9 (348-377 Points)**

- Clerk
- Library Assistant
- Operator-Printing
- Secretary
- Technician
- Telephone Supervisor

**Pay Band 10 (378-407 Points)**

- Buyer
- Clerk
- Library Assistant
- Operator - Computing
- Secretary
- Storekeeper
- Storekeeper - Sciences
- Technician - Drafting
- Technician-Graphics

**Pay Band 11 (408-437 Points)**

- Buyer
- Clerk
- Library Assistant
- Mail Supervisor
- Technician-Photographic

**Pay Band 12 (438-467 Points)**

- Clerk
- Library Assistant
- Technician - Cartographic
- Technician - Drafting
- Technician - Electronics
- Technician - Graphics
- Technician - Scientific Machinist

**Pay Band 13 (468-497 Points)**

- Library Assistant
- Storekeeper - Sciences
- Technician - Electronics
- Technician - Glassblower
- Technician - Scientific Machinist

**Pay Band 14 (498 and Over)**

- Technician Supervisor - Electronics
- Technician Supervisor - Scientific Machinist

**Please Note:** For a detailed listing of positions in each Pay Band, contact Human Resources.

### APPENDIX 'D' - EXAMPLES OF SHIFT DIFFERENTIAL PAY

**Examples of Shifts and Hours of Shift Differential to be Paid according to Article 18.07**

<b>Shift</b>	<b>Hours Paid Day Shift (No Differential)</b>	<b>Hours Paid With Shift Differential</b>
6 am to 2 pm	5	2
7 am to 3 pm	6	1
8 am to 4 pm	7	0
9 am to 5 pm	7	0
10 am to 6 pm	7	0
11 am to 7 pm	3	4
12 noon to 8 pm	2	5
1 pm to 9 pm	1	6
Any full 7 hour shift worked between 2 pm and 9 am		7
2 am to 10 am	2	5
3 am to 11 am	3	4
4 am to 12 noon	3	4
5 am to 1 pm	4	3

**Note: The differential for shifts which commence on the half hour should be adjusted accordingly**

## **ATTACHMENT 'A' - EXEMPT SUPPORT STAFF POSITIONS**

### **President's Office**

- Executive Administrative Assistant
- Administrative Assistant

### **Vice-President Academic and Provost's Office**

- Administrative Assistant
- Secretary/Legal Secretaries to the AVPs
- Secretary, Vice-President Academic & Provost's Office
- Coordinator, Academic Appointments
- Assistant to Advisory, Equity & Diversity

### **Associate Vice-President Student Affairs**

- Assistant to AVP, Student Affairs
- Assistant to Director, Campus Services
- Assistant to Exec Director, Student Services
- Assistant to Director, Enrollment

### **Vice-President Finance and Operations**

- Administrative Assistant
- Secretary to the Vice-President Finance and Operations
- Secretary, Vice-President Finance and Operations Office
- Internal Audit Administrative Assistant

### **Associate Vice-President Financial Planning & Operations**

- Budget Clerk

### **Associate Vice President Human Resources**

- Administrative Assistants
- Benefits Clerks
- Human Resources Assistant
- Receptionist/Employment Clerk

### **Director Occupational Health, Safety and Environment**

- OHSE Claims Administrator

### **Executive Director, Financial Services**

- Secretary to Executive Director of Finance

### **Vice-President External Relations Office**

- Administrative Assistant to VP External Relations
- Assistant to Director, Operations
- Assistant to Director, UVic Communications
- Assistant to Director, Community & Government Relations

### **Associate Vice-President Development**

- Assistant to AVP, Development
- Assistant to Director, Alumni Relations
- Assistant to Director, Fundraising

**Vice-President Research**

- Executive Assistant to VP Research
- Secretary to VP Research
- Assistant to AVP Research Operations
- Assistant to AVP Research

**Office of the University Secretary**

- Secretary to the University Secretary
- Administrative Assistants

**Human Rights Office**

- Administrative Assistant
- Case Management Assistant

*Once per year or upon reasonable request, the University will provide the Union with a list of all exempt positions at the University. The University will consult the Union before making a Union position exempt or creating a new exempt position. The Union reserves the right to file a grievance or file a complaint of such exemption through the BC Labour Relations Board.*

## ATTACHMENT 'B' - PENSION PLAN

### 1. Joint Trusteeship

The parties agree to not pursue joint trusteeship. All references to the Joint Trust will be removed from the collective agreement.

### 2. Contributions

	<b>Employee</b>	<b>Employer</b>
Consistent margins valuation basis	4.84 (blended)	12.0*

\* Note - precise rate to be confirmed as per final valuation

### 3. Operation of the pension plan

- a) If a future valuation requires contribution changes (up or down) as a result of normal cost changes, then the increase or decrease will be shared on a one-for-one basis between the university and plan members.
- b) In the event that there is sufficient surplus in the plan and the university decides to take a contribution holiday, the parties will negotiate one-time benefit improvements and/or a contribution holiday for plan members. For every \$1 in contribution holiday for the university, \$1 will be spent on one-time benefit improvement and/or an employee contribution holiday for plan members.
- c) The employee blended contribution rate will be no less than 4.84% and the university contribution rate will be no less than 10.5% except at the time when the plan has excess surplus as defined by Canada Revenue Agency (CRA).
- d) In the event there is excess surplus in the plan as defined by the CRA, and the university decides to take a contribution holiday, the parties will negotiate one-time benefit improvements and/or contribution holiday for plan members. For every \$1 of contribution holiday for the university, \$1 will be spent on one-time benefit improvement and/or an employee contribution holiday for plan members. No excess surplus valuation will be filed. Should the parties be unable to reach agreement on benefit improvement, the members' share of excess surplus will be applied as a prospective accrual formula improvement. Article 28.02c) will be deleted from both Collective Agreements.
- e) The University will be entitled to reasonable compensation for administrative services of the plan.
- f) The supplemental retirement benefit arrangement will be included as part of the plan assets for valuation purposes.

4. Solvency and Special Payments

- a) The parties agree to pursue exemption from solvency legislation for the UVic staff pension plan from the Province of B.C.
- b) Should the university be required to make contributions as a result of solvency and/or going concern deficiency, the university will contribute 100% of the cost and the university will then, notwithstanding 3b) and 3d) above, be entitled to 100% of future surplus until the amount contributed is fully recovered .

This letter shall form part of and be enforceable under the CUPE Locals 917 and 951 Collective Agreements with the university. Any conflict between this letter and the Collective Agreements, this language prevails.

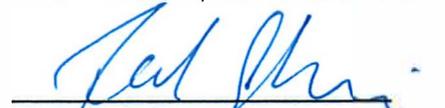
  
Kane Kilbey  
AVP Human Resources

  
Kirk Mercer  
President, CUPE Local 951

\_\_\_\_\_  
Kristi Simpson  
AVP, Financial Planning

  
Pat Shade  
Vice President, CUPE Local 951

  
Steve Gorham  
Director, Labour Relations & Human  
Resources Consulting

  
Ted Godwin  
Chief Steward, CUPE Local 951

## SALARY SCHEDULES

### Schedule 'A' Schedule 'B' Child Care Salary Schedules

- April 1, 2022 A flat **\$0.25/hour** increase to all pay bands or classifications, including Step 1 through Step 5 (if Step 5 is applicable).  
**3.24% GWI** added on top of the flat increase
- April 1, 2023 **5.5% GWI**  
Contingent Cost of Living Adjustment (COLA) of up to 1.25%  
in accordance with LOA #19 re COLA
- April 1, 2024 **2.0% GWI**  
Contingent Cost of Living Adjustment (COLA) of up to 1.0%  
in accordance with LOA #19 re COLA

**CUPE 951**  
**Schedule 'A'**  
**Effective April 1, 2022**

<b>Pay Band</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3315	3359	3419	3462	
<b>4</b>	3459	3499	3565	3606	
<b>5</b>	3604	3653	3713	3763	
<b>6</b>	3760	3806	3872	3922	3950
<b>7</b>	3916	3968	4037	4086	4115
<b>8</b>	4084	4139	4211	4262	4293
<b>9</b>	4257	4311	4391	4444	4599
<b>10</b>	4438	4496	4576	4634	4786
<b>11</b>	4629	4687	4770	4831	4984
<b>12</b>	4826	4890	4976	5037	5194
<b>13</b>	5031	5095	5188	5250	5404
<b>14</b>	5247	5316	5408	5477	5630

**Explanatory Note:**

- Step 1** is the probation rate for all employees who do not participate in the Staff Pension Plan and for Casual Employees under Article 25.10
- Step 2** is the probation rate for all appointed employees who participate in the Staff Pension Plan
- Step 3** is the post probation/trial period rate for appointed employees who do not participate in the Staff Pension Plan
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan.
- Step 5** see Letter of Agreement #1 for eligibility criteria

**CUPE 951  
Schedule 'A'  
Effective April 1, 2023**

<b>Pay Band</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3539	3586	3650	3696	
<b>4</b>	3692	3735	3806	3849	
<b>5</b>	3847	3900	3964	4017	
<b>6</b>	4014	4063	4133	4187	4217
<b>7</b>	4180	4236	4309	4362	4393
<b>8</b>	4360	4418	4495	4550	4583
<b>9</b>	4544	4602	4687	4744	4909
<b>10</b>	4738	4799	4885	4947	5109
<b>11</b>	4941	5003	5092	5157	5320
<b>12</b>	5152	5220	5312	5377	5545
<b>13</b>	5371	5439	5538	5604	5769
<b>14</b>	5601	5675	5773	5847	6010

**Explanatory Note:**

- Step 1** is the probation rate for all employees who do not participate in the Staff Pension Plan and for Casual Employees under Article 25.10
- Step 2** is the probation rate for all appointed employees who participate in the Staff Pension Plan
- Step 3** is the post probation/trial period rate for appointed employees who do not participate in the Staff Pension Plan
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan.
- Step 5** see Letter of Agreement #1 for eligibility criteria

**CUPE 951**  
**Schedule 'A'**  
**Effective April 1, 2024 (RV to reflect COLA)**

<b>Pay Band</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>3</b>	3645	3694	3760	3807	
<b>4</b>	3803	3847	3920	3964	
<b>5</b>	3962	4017	4083	4138	
<b>6</b>	4134	4185	4257	4313	4344
<b>7</b>	4305	4363	4438	4493	4525
<b>8</b>	4491	4551	4630	4687	4720
<b>9</b>	4680	4740	4828	4886	5056
<b>10</b>	4880	4943	5032	5095	5262
<b>11</b>	5089	5153	5245	5312	5480
<b>12</b>	5307	5377	5471	5538	5711
<b>13</b>	5532	5602	5704	5772	5942
<b>14</b>	5769	5845	5946	6022	6190

**Explanatory Note:**

- Step 1** is the probation rate for all employees who do not participate in the Staff Pension Plan and for Casual Employees under Article 25.10
- Step 2** is the probation rate for all appointed employees who participate in the Staff Pension Plan
- Step 3** is the post probation/trial period rate for appointed employees who do not participate in the Staff Pension Plan
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan.
- Step 5** see Letter of Agreement #1 for eligibility criteria

**CUPE 951**  
**Schedule 'A' Equivalent Hourly Rates**  
**Effective April 1, 2022**

<b>Monthly</b>	<b>Hourly Rate</b>	<b>Double Time</b>
3315	21.81	43.62
3359	22.10	44.20
3419	22.49	44.98
3459	22.76	45.52
3462	22.78	45.56
3499	23.02	46.04
3565	23.45	46.90
3604	23.71	47.42
3606	23.72	47.44
3653	24.03	48.06
3713	24.43	48.86
3760	24.74	49.48
3763	24.76	49.52
3806	25.04	50.08
3872	25.47	50.94
3916	25.76	51.52
3922	25.80	51.60
3950	25.99	51.98
3968	26.11	52.22
4037	26.56	53.12
4084	26.87	53.74
4086	26.88	53.76
4115	27.07	54.14
4139	27.23	54.46
4211	27.70	55.40
4257	28.01	56.02
4262	28.04	56.08
4293	28.24	56.48
4311	28.36	56.72

<b>Monthly</b>	<b>Hourly Rate</b>	<b>Double Time</b>
4391	28.89	57.78
4438	29.20	58.40
4444	29.24	58.48
4496	29.58	59.16
4576	30.11	60.22
4599	30.26	60.52
4629	30.45	60.90
4634	30.49	60.98
4687	30.84	61.68
4770	31.38	62.76
4786	31.49	62.98
4826	31.75	63.50
4831	31.78	63.56
4890	32.17	64.34
4976	32.74	65.48
4984	32.79	65.58
5031	33.10	66.20
5037	33.14	66.28
5095	33.52	67.04
5188	34.13	68.26
5194	34.17	68.34
5247	34.52	69.04
5250	34.54	69.08
5316	34.97	69.94
5404	35.55	71.10
5408	35.58	71.16
5477	36.03	72.06
5630	37.04	74.08

**CUPE 951  
Schedule 'A'  
Equivalent Hourly Rates  
Effective April 1, 2023**

<b>Monthly</b>	<b>Hourly Rate</b>	<b>Double Time</b>
3539	23.28	46.56
3586	23.59	47.18
3650	24.01	48.02
3692	24.29	48.58
3696	24.32	48.64
3735	24.57	49.14
3806	25.04	50.08
3847	25.31	50.62
3849	25.32	50.64
3900	25.66	51.32
3964	26.08	52.16
4014	26.41	52.82
4017	26.43	52.86
4063	26.73	53.46
4133	27.19	54.38
4180	27.50	55.00
4187	27.55	55.10
4217	27.74	55.48
4236	27.87	55.74
4309	28.35	56.70
4360	28.68	57.36
4362	28.70	57.40
4393	28.90	57.80
4418	29.07	58.14
4495	29.57	59.14
4544	29.89	59.78
4550	29.93	59.86
4583	30.15	60.30
4602	30.28	60.56

<b>Monthly</b>	<b>Hourly Rate</b>	<b>Double Time</b>
4687	30.84	61.68
4738	31.17	62.34
4744	31.21	62.42
4799	31.57	63.14
4885	32.14	64.28
4909	32.30	64.60
4941	32.51	65.02
4947	32.55	65.10
5003	32.91	65.82
5092	33.50	67.00
5109	33.61	67.22
5152	33.89	67.78
5157	33.93	67.86
5220	34.34	68.68
5312	34.95	69.90
5320	35.00	70.00
5371	35.34	70.68
5377	35.38	70.76
5439	35.78	71.56
5538	36.43	72.86
5545	36.48	72.96
5601	36.85	73.70
5604	36.87	73.74
5675	37.34	74.68
5769	37.95	75.90
5773	37.98	75.96
5847	38.47	76.94
6010	39.54	79.08

**CUPE 951**  
**Schedule A**  
**Equivalent Hourly Rates**  
**Effective April 1, 2024 (RV to reflect COLA)**

<b>Monthly</b>	<b>Hourly Rate</b>	<b>Double Time</b>
3645	23.98	47.96
3694	24.30	48.60
3760	24.74	49.48
3803	25.02	50.04
3807	25.05	50.10
3847	25.31	50.62
3920	25.79	51.58
3962	26.07	52.14
3964	26.08	52.16
4017	26.43	52.86
4083	26.86	53.72
4134	27.20	54.40
4138	27.22	54.44
4185	27.53	55.06
4257	28.01	56.02
4305	28.32	56.64
4313	28.38	56.76
4344	28.58	57.16
4363	28.70	57.40
4438	29.20	58.40
4491	29.55	59.10
4493	29.56	59.12
4525	29.77	59.54
4551	29.94	59.88
4630	30.46	60.92
4680	30.79	61.58
4687	30.84	61.68
4720	31.05	62.10
4740	31.18	62.36

<b>Monthly</b>	<b>Hourly Rate</b>	<b>Double Time</b>
4828	31.76	63.52
4880	32.11	64.22
4886	32.14	64.28
4943	32.52	65.04
5032	33.11	66.22
5056	33.26	66.52
5089	33.48	66.96
5095	33.52	67.04
5153	33.90	67.80
5245	34.51	69.02
5262	34.62	69.24
5307	34.91	69.82
5312	34.95	69.90
5377	35.38	70.76
5471	35.99	71.98
5480	36.05	72.10
5532	36.39	72.78
5538	36.43	72.86
5602	36.86	73.72
5704	37.53	75.06
5711	37.57	75.14
5769	37.95	75.90
5772	37.97	75.94
5845	38.45	76.90
5942	39.09	78.18
5946	39.12	78.24
6022	39.62	79.24
6190	40.72	81.44

**CUPE 951**  
**Schedule 'B'**  
**Effective April 1, 2022**  
**Market Adjusted Rates Applicable to Technician Positions**  
**in Pay Bands 10B to 14B Only**

<b>Pay Band</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>10B</b>	4850	4912	4999	5063	5217
<b>11B</b>	5093	5157	5248	5317	5470
<b>12B</b>	5345	5413	5509	5578	5733
<b>13B</b>	6298	6370	6471	6544	6699
<b>14B</b>	6575	6649	6753	6832	6987

**Explanatory Note:**

- Step 1** is the probation rate for all employees who do not participate in the Staff Pension Plan and for Casual Employees under Article 25.10
- Step 2** is the probation rate for all appointed employees who participate in the Staff Pension Plan.
- Step 3** is the post probation/trial period rate for appointed employees who do not participate in the Staff Pension Plan.
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan.
- Step 5** see Letter of Agreement #1 for eligibility criteria

<b>Equivalent Hourly Rates</b>		
<b>Monthly Salary</b>	<b>Hourly Rate</b>	<b>Double Time</b>
4850	31.91	63.82
4912	32.32	64.64
4999	32.89	65.78
5063	33.31	66.62
5093	33.51	67.02
5157	33.93	67.86
5217	34.32	68.64
5248	34.53	69.06
5317	34.98	69.96
5345	35.16	70.32
5413	35.61	71.22
5470	35.99	71.98
5509	36.24	72.48
5578	36.70	73.40
5733	37.72	75.44
6298	41.43	82.86
6370	41.91	83.82
6471	42.57	85.14
6544	43.05	86.10
6575	43.26	86.52
6649	43.74	87.48
6699	44.07	88.14
6753	44.43	88.86
6832	44.95	89.90
6987	45.97	91.94

**CUPE 951**  
**Schedule 'B'**  
**Effective April 1, 2023**  
**Market Adjusted Rates Applicable to Technician Positions**  
**in Pay Bands 10B to 14B Only**

<b>Pay Band</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>10B</b>	5177	5244	5336	5405	5569
<b>11B</b>	5437	5505	5602	5676	5839
<b>12B</b>	5706	5778	5881	5955	6120
<b>13B</b>	6723	6800	6908	6986	7151
<b>14B</b>	7019	7098	7209	7293	7459

**Explanatory Note:**

- Step 1** is the probation rate for all employees who do not participate in the Staff Pension Plan and for Casual Employees under Article 25.10
- Step 2** is the probation rate for all appointed employees who participate in the Staff Pension Plan.
- Step 3** is the post probation/trial period rate for appointed employees who do not participate in the Staff Pension Plan.
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan.
- Step 5** see Letter of Agreement #1 for eligibility criteria

<b>Equivalent Hourly Rates</b>		
<b>Monthly Salary</b>	<b>Hourly Rate</b>	<b>Double Time</b>
5177	34.06	68.12
5244	34.50	69.00
5336	35.11	70.22
5405	35.56	71.12
5437	35.77	71.54
5505	36.22	72.44
5569	36.64	73.28
5602	36.86	73.72
5676	37.34	74.68
5706	37.54	75.08
5778	38.01	76.02
5839	38.41	76.82
5881	38.69	77.38
5955	39.18	78.36
6120	40.26	80.52
6723	44.23	88.46
6800	44.74	89.48
6908	45.45	90.90
6986	45.96	91.92
7019	46.18	92.36
7098	46.70	93.40
7151	47.05	94.10
7209	47.43	94.86
7293	47.98	95.96
7459	49.07	98.14

**CUPE 951  
Schedule 'B'**

**Effective April 1, 2024 (RV to reflect COLA)  
Market Adjusted Rates Applicable to Technician Positions  
in Pay Bands 10B to 14B Only**

<b>Pay Band</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>10B</b>	5332	5401	5496	5567	5736
<b>11B</b>	5600	5670	5770	5846	6014
<b>12B</b>	5877	5951	6057	6134	6304
<b>13B</b>	6925	7004	7115	7196	7366
<b>14B</b>	7230	7311	7425	7512	7683

**Explanatory Note:**

- Step 1** is the probation rate for all employees who do not participate in the Staff Pension Plan and for Casual Employees under Article 25.10
- Step 2** is the probation rate for all appointed employees who participate in the Staff Pension Plan.
- Step 3** is the post probation/trial period rate for appointed employees who do not participate in the Staff Pension Plan.
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan.
- Step 5** see Letter of Agreement #1 for eligibility criteria

<b>Equivalent Hourly Rates</b>		
<b>Monthly Salary</b>	<b>Hourly Rate</b>	<b>Double Time</b>
5332	35.08	70.16
5401	35.53	71.06
5496	36.16	72.32
5567	36.63	73.26
5600	36.84	73.68
5670	37.30	74.60
5736	37.74	75.48
5770	37.96	75.92
5846	38.46	76.92
5877	38.66	77.32
5951	39.15	78.30
6014	39.57	79.14
6057	39.85	79.70
6134	40.36	80.72
6304	41.47	82.94
6925	45.56	91.12
7004	46.08	92.16
7115	46.81	93.62
7196	47.34	94.68
7230	47.57	95.14
7311	48.10	96.20
7366	48.46	96.92
7425	48.85	97.70
7512	49.42	98.84
7683	50.55	101.10

## Child Care Salary Schedules

**Effective April 1, 2022**

Classification	Step 1		Step 2		Step 3		Step 4	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Supervisor					30.54	4642	30.87	4692
Early Childhood Educator Special Needs Educator Out of School Staff	26.41	4014	26.71	4060	27.16	4128	27.47	4176
Casual/Substitutes	26.41							

**Effective April 1, 2023**

Classification	Step 1		Step 2		Step 3		Step 4	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Supervisor					32.60	4955	32.95	5009
Early Childhood Educator Special Needs Educator Out of School Staff	28.19	4285	28.51	4334	28.99	4407	29.33	4458
Casual/Substitutes	28.19							

**Effective April 1, 2024  
(RV to reflect COLA)**

Classification	Step 1		Step 2		Step 3		Step 4	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Supervisor					33.58	5104	33.94	5159
Early Childhood Educator Special Needs Educator Out of School Staff	29.04	4414	29.37	4464	29.86	4539	30.21	4592
Casual/Substitutes	29.04							

**Explanatory Note:**

- Step 1** is the salary rate for appointed temporary employees who are not eligible to Participate in the Staff Pension Plan
- Step 2** is the probationary rate for employees who are participating in the Staff Pension Plan
- Step 3** is the post probation/trial period rate for appointed employees who do not participate In the Staff Pension Plan
- Step 4** is the post probation/trial period rate for employees participating in the Staff Pension Plan

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**Volunteers:** Child Care Appendix A LOA#2

**Wage schedule:** *see salary schedule at back of collective agreement*

**Wages:** *payment of* 25.01-25.12

**Warnings:** *for unsatisfactory performance or misconduct* 14.02

**Whistle Blower:** 4.10

**Witness duty:** 24.06-24.07

**Work jurisdiction:** 31.01 *scope of the bargaining unit*

**Work performance:** *appointments and promotions* 16.01, 16.11

**Work study:** 34.01

**Workers' Compensation Board (WCB):** *benefits information handbook* 28.07;  
*completion of forms* 29.14; *employees with disabilities* 33.01, 23.08; *leave for hearings*  
24.22; *return to work program* 23.16; *WCB claims and sick benefits*  
*entitlements* 23.08; *workplace inspection program* 29.05

**Working alone:** 29.16

**Workload:** LOA#10

**Workplace injury:** 29.06, 29.14, 29.17

**Workplace conflicts:** *see conflict resolution*

**Year's maximum pensionable earnings (YMPE):** 28.02

## **UVIC Human Resources**

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## **CUPE 951**

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President Fax	250-721-8742

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