

**Letter of Agreement  
Between  
The University of Victoria (UVic)  
And  
The Professional Employees Association (PEA)**

**Re COVID-19 related workforce adjustments**

The parties recognize that the wage and employment continuity period expired on April 30, 2020 and that units are endeavouring to develop staffing plans that support the evolving academic delivery model, address their budget challenges, and position the University to seamlessly resume on-campus programming, when it is safe to do so, and that allow for either employment continuity or a continued employment relationship with regular continuing staff members.

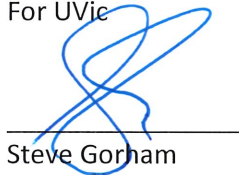
Consistent with these principles, the parties agree to recommend to their principles, subject to ratification, the following exceptions to the Collective Agreement on a without prejudice and precedent basis:

1. As an alternative to a temporary layoff and/or consistent with PHO guidelines, UVic may reassign staff members to work outside their normal classification at UVic, or second the staff member, on a voluntary basis, to work at other public sector employers, for work which the staff member is qualified. Such work will be at the staff member's regular wage, or that of the new classification, whichever is higher.
2. As a further alternative to a temporary layoff, UVic may offer two or more staff members in a department the opportunity to work share consistent with , and subject to the approval of, the Federal Work-sharing program – COVID-19.
3. The parties recognize that in some departments, reduced hours may be necessary for some positions on a temporary basis. This shall constitute a temporary layoff under this agreement and the terms of this agreement shall apply.
4. Should UVic deem it necessary to issue notice of temporary layoff, staff members in the applicable classification in a department will be canvassed for voluntary layoff, subject to operational needs as determined by UVic. Should no such staff member in the classification agree to accept a voluntary layoff, the junior staff member or staff members in the classification will be temporarily laid off.
5. Staff members who have been laid off pursuant to 3 or 4 above who have outstanding vacation or CTO balances will be required to exhaust their vacation (except for up to 2 weeks that can be carried forward) and CTO before their period of layoff begins. Long service vacation shall be exempt from this provision.
6. Any staff member temporarily laid off pursuant to 3 or 4 above will not have the right to claim severance.

7. Consistent with the service definition in Appendix 'D' of the Collective Agreement, temporary layoff and/or work sharing under this LOA will be counted as service.
8. Any staff member temporarily laid off will, consistent with the Canada Emergency Response Benefit (CERB) program or at its completion, for an eligible staff member on approved Employment Insurance SUB program, receive up to \$950.00/month, (pro-rated for part-time service and subject to no staff member receiving more than their regular wage), in order to provide for continuance on pension and benefit plans (i.e. EHB, dental, life insurance and LTD) through payroll deduction of the normal premiums. UVic will continue its premium payments for any such staff member.
9. Any staff member who is temporarily laid off agrees to provide current and updated contact information for recall purposes and to return to work within 1 week of notice of recall. Temporary recall may be to the staff member's own classification or to any other work at UVic or, on a voluntary basis, to a seconded position with another public sector employer for work for which the staff member is qualified. Continuing recall will be to the staff member's own classification. In all instances of recall the staff member will be paid their regular wage or the wage of the new classification, whichever is higher. Refusals of recall to one's own classification will be deemed resignations from UVic. Refusals of recall internal to UVic without a compelling reason such as lack of suitability shall place the staff member outside this LOA and on a twelve (12) month recall period effective immediately under Article 26.04 of the Collective Agreement.
10. All University policies and the Collective Agreement provisions between the parties apply unless modified by this LOA. For instance, permanent layoffs are subject to Article 26, not this LOA and any time under notice of such layoff will be at the staff member's regular wages. This means that, at the expiry of the period of temporary layoff, staff members who have not been recalled will be entitled to their full rights under the collective agreement including their rights under Article 26 (including notice and severance).
11. This LOA remains in full force and effect until the earlier of the end of recall of affected staff members or upon provision of two months written notice by the University or the Union.

Signed the 12<sup>th</sup> day of June, 2020.

For UVic



Steve Gorham  
Director, Labour Relations & HR Consulting

For the PEA



Sam Montgomery  
Labour Relations Officer