

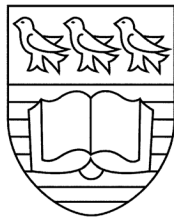
# Collective Agreement

between



**Professional  
Employees  
Association**

and



**University  
of Victoria**

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

# TABLE OF CONTENTS

Article Number and Title	Page
<b>1. Association Recognition and Security</b>	
<i>Part A - Bargaining Agent</i>	
1.01 Exclusive Bargaining Agent.....	1
1.02 Recognition of Representatives .....	1
<i>Part B - Association Security</i>	
1.03 Membership in the Association .....	1
1.04 Picket Lines .....	1
1.05 Strike by Other Bargaining Unit.....	1
1.06 Bargaining Unit Information.....	1
<i>Part C - Check-Off Of Association Dues</i>	
1.07 Payment of Dues .....	2
1.08 T4 Statements.....	2
<i>Part D - Leave for Association Business</i>	
1.09 Occasional Attendance To Association Business.....	2
1.10 Joint University/Association Business .....	2
1.11 Notice to Supervisor.....	3
1.12 Processing of Grievances .....	3
1.13 Unpaid Leave.....	3
<b>2 Management Rights</b>	
2.01 Management Rights.....	3
<b>3 Association/University Relations</b>	
3.01 Association/University (A/U) Committee.....	3
3.02 Association/University Committee Meetings.....	4
3.03 Quorum/Chairing/Agendas/Minutes .....	4
3.04 Appointments to Presidential and University Committees.....	4
3.05 Other Committee Participation .....	4
3.06 Selection Processes .....	4
<b>4 Discrimination and Harassment</b>	
4.01 Human Rights .....	5
4.02 Harassment .....	5
4.03 Discrimination or Harassment Complaints.....	5
<b>5 Appointment and Promotion</b>	
<i>Part A - Types of Appointments</i>	
5.01 Appointment Categories.....	6
5.02 Probation .....	6
5.03 Establishment of Regular Positions.....	6
5.04 Temporary Assignment of Duties .....	7
<i>Part B - Appointment and Promotion Procedures</i>	
5.05 Advertisement of Vacancies.....	7
5.06 Selection of Candidates .....	7
5.07 Elapsed Time.....	8
5.08 Arbitration .....	8

<b>6</b>	<b>Professional Standards and Performance Review, Freedom of Expression, Ethics and Obligations</b>	
	<i>Part A - Professional Standards and Performance Review</i>	
6.01	Duties and Performance Standards .....	8
6.02	Ongoing Guidance and Performance Review.....	8
6.03	Performance Review Objectives .....	9
6.04	Personnel Record .....	9
6.05	No Reliance on Undisclosed Record.....	9
6.06	Additions to Personnel Record.....	9
	<i>Part B - Freedom of Expression</i>	
6.07	Freedom of Expression, Ethics and Obligations .....	10
6.08	Articles for Publication.....	10
6.09	Patents and Copyrights/Legal Indemnity .....	10
<b>7</b>	<b>Discipline and Dismissal</b>	
7.01	Just and Reasonable Cause .....	10
7.02	Culpability .....	10
7.03	Notice of Disciplinary Meeting/Right Of Representation .....	11
7.04	Culpable Conduct .....	11
7.05	Non-Culpable Conduct.....	12
7.06	Failure to Report For Duty.....	12
7.07	Removal of Documents.....	12
<b>8</b>	<b>Termination of Probationary Staff Members</b>	
8.01	Termination of Probationary Staff Members .....	13
<b>9</b>	<b>Grievance and Arbitration</b>	
9.01	Informal Resolution .....	14
	<i>Part A - Grievance Procedure</i>	
9.02	Definition.....	14
9.03	Formal Grievance .....	14
9.04	Grievance Consultation.....	14
	<i>Part B - Arbitration Procedure</i>	
9.05	Arbitration .....	14
9.06	Appointment of Arbitrators.....	15
9.07	Arbitration Board .....	15
9.08	Arbitrator's Authority.....	15
9.09	Costs.....	15
	<i>Part C - General</i>	
9.10	Time Limits .....	15
9.11	Deviation from Grievance Procedure .....	16
9.12	Supervisory Staff Member's Responsibility.....	16
9.13	Procedural Errors.....	16
<b>10</b>	<b>Work Scheduling</b>	
10.01	Work Scheduling.....	16
10.02	Average Work Week .....	17
10.03	Work Schedule Adjustments .....	17
10.04	Scheduling of CTO.....	18
10.05	Committee Work/Travel Time/Work At Remote Locations .....	18
10.06	Standby .....	18

Article Number and Title	Page
10.07	Callout ..... 18
10.08	Job Sharing..... 19
10.09	University Closure..... 19
10.10	Hours of Work Notices, Meal Breaks, Split Shifts, Hours Free from Work ..... 19
<b>11</b>	<b>Holidays</b>
11.01	Designated Holidays ..... 20
11.02	Entitlement..... 20
11.03	Holiday on Scheduled Day Off ..... 20
11.04	Holiday during Vacation ..... 20
11.05	Working on a Designated Holiday ..... 20
<b>12</b>	<b>Vacation</b>
12.01	Basic Vacation Entitlement ..... 21
12.02	Maximum Accumulation of Vacation Days ..... 22
12.03	Scheduling of Vacation ..... 22
<b>13</b>	<b>Maternity and Parental Leave</b>
13.01	Entitlement..... 22
<i>Part A - Maternity and Parental Leave - Birth Mother</i>	
13.02	Maternity Leave Entitlement..... 22
13.03	Parental Leave Entitlement ..... 22
13.04	Maximum Leave for the Birth Mother..... 23
13.05	UVic Supplementary Benefits for the Birth Mother ..... 23
13.06	Sharing EI and Supplementary Parental Benefits with the Birth Father..... 23
<i>Part B - Parental Leave - Birth Father</i>	
13.07	Parental Leave Entitlement ..... 24
13.08	Employment Insurance ..... 24
13.09	UVic Supplementary Benefits for the Birth Father ..... 24
<i>Part C - Parental Leave - Adoptive Parents</i>	
13.10	Parental Leave Entitlement ..... 25
13.11	Employment Insurance ..... 25
13.12	UVic Supplementary Benefits..... 26
<i>Part D - Other Conditions</i>	
13.13	Personnel Benefits..... 26
13.14	Vacation, Sick Leave, Professional Development Leave Accrual..... 26
13.15	Other Unpaid Leave ..... 26
13.16	Return to Work..... 27
13.17	Employment Insurance Top-Up..... 27
13.18	Reduction in Employment Insurance Benefit..... 27
<b>14</b>	<b>Personal Leave</b>
14.01	Absence for Unavoidable Personal Business ..... 27
14.02	Notice to Supervisor..... 27
14.03	Compassionate Leave ..... 27
14.04	Compassionate Care Leave..... 28
14.05	Absence without Salary..... 28

Article Number and Title	Page
<b>15 Leave for Court and Tribunal Appearances</b>	
15.01 Jury and Witness Leave .....	28
15.02 Remittance of Payments .....	28
15.03 Court Actions Arising From Private Affairs.....	28
15.04 Incarceration .....	28
15.05 Notice .....	28
<b>16 Maintenance of Benefits</b>	
16.01 Maintenance of Benefits.....	29
<b>17 Sick Leave</b>	
<i>Part A - Full-Time Confirmed Regular Staff Members</i>	
17.01 Illness up to One Month .....	29
17.02 Illness up to Three Months .....	29
17.03 Illness beyond Three Months .....	29
17.04 New and recurrence of medical conditions.....	29
<i>Part B - Part-Time Confirmed Regular Staff Members.....</i>	29
<i>Part C - Probationary Regular Staff Members.....</i>	30
17.06 Initial Probationary Appointment.....	30
<i>Part D - Term Staff Members</i>	
17.07 Full-Time Term Staff Members.....	30
17.08 Part-Time Term Staff Members.....	30
17.09 Term Appointments Exceeding Three Years .....	30
<i>Part E - Medical Reports</i>	
17.10 Physician's Certificate .....	30
17.11 Second Medical Opinion .....	30
<i>Part F - Application Requirements for Long Term Disability</i>	
17.12 Application Requirements for Long Term Disability .....	30
<b>18 Personnel Benefits</b>	
<i>Part A - Medical, Extended and Dental Care Plans</i>	
18.01 Medical Plan .....	31
18.02 Extended Health and Dental Care Plans .....	31
18.03 Health Care Premiums.....	31
<i>Part B - Group Life Insurance and Long Term Disability Insurance</i>	
18.04 Basic Group Life Insurance .....	31
18.05 Optional Group Life Insurance .....	31
18.06 Long Term Disability Insurance .....	31
18.07 Group Life Insurance and Long Term Disability Premiums .....	32
<i>Part C - University Pension Plan</i>	
18.08 Pension Plan Participation and Contributions (Regular Full-Time) .....	32
18.09 Pension Plan Participation and Contributions (Regular Part-Time) .....	33
<i>Part D - Benefits for Staff Members with Term Appointments</i>	
18.10 Voluntary Participation - Term Staff Members .....	33
<b>19 Job Evaluation</b>	
19.01 Definition.....	33
19.02 Joint Job Evaluation Pan.....	33
19.03 Joint Job Evaluation Committee .....	33
19.04 Job Re-Evaluation.....	33

Article Number and Title	Page
19.05 Evaluation of New Positions .....	34
19.06 Reconsideration of Rating Decision .....	34
<b>20 Professional Development</b>	
<i>Part A - Professional Development Leave</i>	
20.01 Professional Development Leave.....	35
20.02 Secondment.....	35
<i>Part B - Professional Development Expense Account</i>	
20.03 Professional Development Expense Account.....	35
<b>21 Salary</b>	
21.01 Progression Adjustments .....	35
21.02 Performance Adjustments .....	35
21.03 General Salary Adjustments.....	35
21.04 Salary Ranges .....	36
21.05 Salary Protection and Decrease in Job Rating (“Red Circling”).....	36
21.06 Salary Adjustment on Lateral Transfer .....	36
21.07 Temporary Assignment.....	36
21.08 Salary Adjustment on Promotion or Position Re-evaluation.....	37
21.09 Direct Deposit .....	37
<b>22 Workplace Safety</b>	
22.01 Cooperation on Occupational Health and Safety.....	37
22.02 Compliance with Occupational Health And Safety Regulations and Legislation.....	37
22.03 PEA Participation in Safety Committees.....	37
22.04 Occupational Health and Safety Programs.....	38
22.05 Safety Related Training and Personal Protective Equipment.....	38
22.06 Resolving Concerns Regarding Unsafe Working Conditions .....	38
22.07 Pregnant Staff Member .....	38
<b>23 Job Security and Contracting Out</b>	
23.01 Notice of Organizational Change.....	39
23.02 Contracting Out.....	39
23.03 Request for Proposals.....	39
<b>24 Technological Change</b>	
24.01 Notice .....	39
24.02 Referral to Association/University Committee.....	39
24.03 Training.....	39
24.04 No New Staff Members .....	39
<b>25 Resignation and Retirement</b>	
25.01 Resignation.....	40
25.02 Retirement .....	40
<b>26 Layoff</b>	
26.01 Notice of Redundancy.....	40
26.02 Layoff of Staff Members Holding Regular Appointments .....	40
26.03 Placement in a Vacant Position.....	40
26.04 Recall.....	41
26.05 Termination of Term Appointments .....	42

Article Number and Title	Page
26.06 Change in full-time Equivalency of Appointments .....	42
26.07 Severance.....	42
26.08 Pay In Lieu of Notice .....	42
<b>27 Legislative Change</b>	
27.01 Legislative Change .....	43
<b>28 Term of Agreement</b>	
28.01 Term of Agreement .....	43
28.02 Effective Date.....	43
<b>Letters of Understanding</b>	
#1 Clarification of Days of Holiday Closure .....	45
#2 Patent and/or Copyright .....	45
#3 Intent of the language of Article 5.03.....	46
#4 Critical Skills Adjustment.....	47
#5 Counselling and Animal Care Services During Labour Disputes .....	48
#6 Market Adjustments .....	49
#7 Teleworking .....	50
#8 Market Adjustment positions .....	51
#9 Staff Training Initiatives.....	52
<b>Appendices</b>	
Appendix 'A' Salary Schedule	
➤ July 1, 2019 .....	53
➤ July 1, 2020 .....	53
➤ July 1, 2021 .....	54
Appendix 'B' Management and Confidential Exclusions .....	55
Appendix 'C' List of Arbitrators .....	55
Appendix 'D' Definitions .....	56

## **ARTICLE 1 - ASSOCIATION RECOGNITION AND SECURITY**

### *Part A - Bargaining Agent*

#### 1.01 Exclusive Bargaining Agent

The University of Victoria ("the University") recognizes the Professional Employees Association ("the Association") as the exclusive bargaining agent for all staff members for whom the Association has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated September 7, 1995, or as subsequently amended by the Board or by mutual consent of the parties.

#### 1.02 Recognition of Representatives

The University recognizes the following Association Representatives for purposes of conducting formal relations with the Association: Members of the Association's Chapter Executive; Local Representatives; and staff or counsel as the Association may see fit to retain. Members of the Chapter Executive have jurisdiction throughout the bargaining unit. The Association shall notify the University of the names and jurisdiction of all Association Representatives and members of joint committees, and any changes thereto. Association staff and counsel shall have access to the University's premises in order to deal with any matters arising out of this Agreement.

### *Part B - Association Security*

#### 1.03 Membership in the Association

Except as provided for under Section 17 of the *Labour Relations Code*, staff members appointed to a position within the bargaining unit, shall be required, as a condition of employment, to apply for membership in the Association.

Nothing in this agreement shall require the University to terminate the employment of a staff member because of an Association decision to deny or terminate membership in the Association.

#### 1.04 Picket Lines

The University recognizes the right of a staff member, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in applicable labour legislation. Such absence shall be without salary.

#### 1.05 Strike By Other Bargaining Unit

In accordance with Section 68(2) of the *Labour Relations Code*, the University shall not require a staff member to perform any work of an employee in any bargaining unit of University employees that is on a legal strike or that is locked out, or who is honouring a legal picket line.

#### 1.06 Bargaining Unit Information

The University agrees to provide the Association with such information that is normally available relating to staff members in the bargaining unit, as may be required by the Association for collective bargaining purposes. The Association agrees that the University will not be expected to provide information that is not compiled in the University's normal course of business, nor to breach the



confidentiality of the personnel records of individual staff members.

*Part C - Check-Off Of Association Dues*

1.07 Payment of Dues

Subject to the provisions of Section 17 of the *Labour Relations Code*, it is a condition of employment for all members of the bargaining unit to complete an authorization form providing for the deduction from salary of such fees, dues, and assessments as the Association may require. Upon receipt of written authorization signed by the staff member, the University shall deduct monthly the amount of such fees, dues, and assessments from the salary payable to staff members and remit such fees, dues, and assessments to the Association within ten (10) days of the end of each month.

1.08 T4 Statements

The University shall indicate on the staff member's Statement of Remuneration Paid (T4) the eligible deductions paid to the Association, subject to the provisions of the *Income Tax Act* and applicable regulations as periodically revised.

*Part D - Leave for Association Business*

1.09 Occasional Attendance To Association Business

It is expected that all Association business, including, but not limited to, general membership meetings, Executive, local representative meetings, and other committee meetings, will be scheduled to avoid conflict with the participants' normal work schedules. Provided, however, that there is no interference with the University's operation or with the performance of the staff member's duties, the University agrees that an Association Representative shall not be penalized for occasional attendance to Association business during University operating hours. Time spent on occasional Association business during regular business hours shall be considered time worked.

1.10 Joint University/Association Business

- a) To a maximum of six (6) persons per committee, staff members who are members of the Association Chapter Executive Committee, or a University/Association joint committee shall, without loss of salary or benefits, be allowed reasonable flexibility in their work schedule to conduct joint University/Association business, subject to satisfactory performance of University duties. Time spent on University/Association joint committee during regular business hours shall be considered time worked.
- b) To a maximum of six (6) persons, the University agrees to provide sufficient flexibility in work schedules and work priorities in accordance with Article 10.01, to permit members representing the Association on the Association's Bargaining Committee to participate in the collective bargaining process without loss of salary or benefits. Time spent on the collective bargaining process during regular business hours shall be considered time worked.
- c) The University recognizes that the Association's Chapter Chairperson's duties may require flexibility in their work schedules and work priorities in accordance with Article 10.01. The University will ensure that there is sufficient flexibility, so that the Chairperson can be made available to carry out the required functions of the position. Time spent performing the required functions of the Chapter

Chairperson during regular business hours shall be considered time worked. The Association undertakes to take the necessary steps to ensure that the activities of the Chairperson are scheduled in such a way as to minimize operational difficulties for the University.

1.11 Notice to Supervisor

Staff members wishing to leave their normal place of work to engage in joint University/Association business shall inform their supervisor as soon as possible. The absence shall be approved if, in the supervisor's reasonable judgement, such absence would not interfere with the satisfactory and timely performance of the staff member's normal University duties.

1.12 Processing of Grievances

The University acknowledges the right of Association Representatives to assist in investigation, processing and settlement of grievance and potential grievances without loss of salary, subject to satisfactory performance of University duties. Time spent by staff members appearing before an arbitration hearing arising from this agreement shall be without loss of salary.

1.13 Unpaid Leave

Leave of absence without salary may be granted to designated representatives of the Association to transact Association business which cannot be accommodated within the provisions of Articles 1.09 to 1.12, inclusive. The Association will provide reasonable notice of any request pursuant to this section. Such requests will normally be granted unless, in the reasonable opinion of the staff member's supervisor, the absence would interfere with the satisfactory and timely performance of the staff member's duties. When unsalaried leave is granted under this Article, the University shall maintain the staff member's normal salary and related benefits and the Association shall reimburse the University for such salary and benefit costs.

**ARTICLE 2 - MANAGEMENT RIGHTS**

2.01 The right to manage operations and to direct staff members is retained by the University except as this Agreement otherwise specifies.

**ARTICLE 3 - ASSOCIATION/UNIVERSITY RELATIONS**

3.01 Association/University (A/U) Committee

An Association/University Committee shall be established comprising of not more than four (4) representatives from each of the parties. The purposes of the committee will be:

- a) to foster good relations between the parties; and
- b) to discuss and attempt to resolve any issue relating to the administration of the Agreement that is not currently the subject of a grievance pursuant to Article 9.

Thirty (30) days after referral to the A/U Committee either party may proceed under Article 9 (Grievance and Arbitration) with respect to any issue which remains

unresolved and is grievable under Article 9.02.

3.02 Association/University Committee Meetings

Meetings shall be held at least once in each calendar month, at a time and place to be determined by mutual consent, unless there is agreement between the parties to cancel or postpone a meeting. Copies of meeting notice, agenda, and supporting documents shall be delivered at least two (2) working days prior to the meeting. Matters for which the required notice was not given may be considered by unanimous consent of the Committee.

3.03 Quorum /Chairing/ Agendas/ Minutes

A quorum for a meeting shall consist of two (2) representatives of each party. The chairing of meetings shall alternate between co-chairs designated by each of the parties. The agenda will be prepared by the co-chair responsible for chairing the meeting. Minutes shall be prepared by the alternate co-chair and distributed to each of the parties.

3.04 Appointments to Presidential And University Committees

The Association shall be entitled to appoint one (1) voting representative to:

- a) Presidential and University Committees comprised, in whole or in part, of representatives of each of CUPE Local 951, CUPE Local 917, and the Faculty Association; and
- b) The Personnel Benefits Committee for Faculty and Administrative and Academic Professional Staff and other such committees directly concerned with the terms and conditions of employment of staff members.

3.05 Other Committee Participation

The University recognizes that the knowledge, skills and abilities of staff members enable them to make positive contributions to the development of the University. The University, therefore, acknowledges the desirability of providing, wherever possible, opportunities for individual staff members to participate in and contribute to senior University and Presidential Committees responsible for recommending University policies and procedures. Time spent on such committees during regular business hours shall be considered time worked.

3.06 Selection Processes

The University will ensure that the views of staff members in the unit for which the position is responsible will be considered in recommending appointments for director or the administrative equivalent and more senior administrative positions.

## ARTICLE 4 - DISCRIMINATION AND HARASSMENT

### 4.01 Human Rights

- a) The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any staff member because of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, or sexual orientation of the staff member, or because the staff member has been convicted of a criminal or summary conviction offence that is unrelated to the staff member's employment, or by reason of any other prohibited grounds stipulated in the *British Columbia Human Rights Code*. This Article shall not apply to any personnel benefits that have been mutually accepted by the parties or which make actuarial distinctions on the basis of age, or to appointments or any accommodation made under a mutually agreed employment equity program.
- b) The University agrees that there shall be no discrimination against any staff member for lawful activities on behalf of the Association.

### 4.02 Harassment

The University and the Association share a mutual desire to prevent harassment in the workplace. "Harassment" shall include conduct in the forms listed in the University's Harassment Policy. That policy shall not be altered without consultation with the Association. Harassment does not include actions occasioned through the exercise, in good faith, of the University's managerial/supervisory rights and responsibilities.

### 4.03 Discrimination or Harassment Complaints

A staff member shall normally seek confidential consultation or make an informal complaint of personal harassment or discrimination to the University's Equity and Human Rights Office ("the Office") under the University Discrimination and Harassment Policy. The informal resolution of the grievance procedure set out under Article 9.01 or any other procedure acceptable to all concerned may be used instead. Participation in such procedures will be without prejudice to all parties and will not prejudice the rights of employees to invoke the formal grievance procedure under Article 9. The matter may not be grieved once a formal complaint has been filed under the Policy, nor may the matter be formally referred to the Office under the Policy once a grievance is filed under Article 9.

For greater clarity, the parties agree to the following guidelines in the event of a harassment complaint affecting any staff member in the PEA bargaining unit:

- a) A staff member will be informed through this collective agreement that PEA representation is available during the procedures for either informal or formal complaints made under the Policy.
- b) Where a staff member wishes to make a formal complaint under the Harassment Policy, the Association will normally process the complaint as a formal grievance under Article 9 of the Collective Agreement. As an alternative, a formal complaint may be made under the Policy or any other procedure acceptable to all concerned, including the Association, and by agreeing to an alternative the right to file a grievance is waived.

## ARTICLE 5 - APPOINTMENT AND PROMOTION

### *Part A - Types of Appointments*

#### 5.01 Appointment Categories

Appointments held by members of the bargaining unit shall be specified as being either a regular appointment or a term appointment, and may be either full-time or part-time. A regular appointment normally carries the expectation of continuation of employment until retirement, subject to the provisions of Article 7 and 26, and provided the staff member's competence and performance continue to meet appropriate evaluation criteria. Subject to Article 5.03, term appointments carry no expectation of employment subsequent to the expiry of the stated term.

#### 5.02 Probation

- a) Appointments will normally be subject to a probationary period of eight (8) months. Probationary staff members shall be entitled to a formal written evaluation at the midpoint of their probation. The University, at its sole discretion, may reduce or waive the prescribed probation period. The University may extend a probationary period to a maximum of four (4) additional months following consultation with the Association.
- b) Where a probationary staff member is granted leave exceeding one (1) month, the probationary period may be extended by an equal period. Completion of a probationary appointment will normally result in either a regular or term appointment, unless the staff member is terminated as provided for in Article 7 or Article 26.

#### 5.03 Establishment of Regular Positions

- a) As a general practice, term appointments shall not be used to supplant regular appointments for work of a continuing rather than a term-certain nature. Where a position has been established on a single or recurring term basis for a period of three (3) years, the position shall become a regular position and filled with a regular appointment at the end of the three (3) year period unless there is no further funding for the position or the University determines that the position is no longer required. This provision will not apply where a staff member is replacing a regular staff member on an approved absence.
- b) Where the work is a term certain project or where a person is employed in a sequence of differentiated term certain projects, the University may approach the Association to have the provisions of this article waived and this waiver shall not be unreasonably withheld by the Association.
- c) The University will provide the PEA an annual list of all term positions that includes: position numbers and start and end date, incumbents' names, and start date of the incumbents in the position and at the University. This will be provided in an electronic format.
- d) The University and the Association will, each May, review all term positions.

5.04 Temporary Assignment of Duties

When a University employee is formally assigned the substantial responsibilities and duties of a PEA position, to the exclusion of the substantial responsibilities and duties of the employee's regular position, for forty (40) consecutive working days or more, but for no more than seven (7) months, or in the case of leave replacements no more than fourteen (14) months (or twenty-two (22) months in the case of maternity/paternal leaves), the employee shall be an Association member. Benefit coverage may vary from the provisions of this agreement where the employee is covered by other terms and conditions of employment.

*Part B - Appointment and Promotion Procedures*

5.05 Advertisement of Vacancies

All vacant positions anticipated to be of more than seven (7) months duration, excepting leave replacements of 14 months or less (or twenty-two (22) months in the case of maternity/parental leaves), shall be posted on campus for a minimum of five (5) working days before being filled. Posted vacancies may be subject to concurrent and additional off-campus advertising or search procedures, at the University's discretion. Vacant term positions may be designated secondment opportunities for staff members and other University employees, and, if so, shall be posted as such. All postings shall indicate the position's title, duties, qualifications, and salary range (or, if applicable, salary under review).

Notice of position vacancies shall be by a method which provides staff members with reasonable access to such notices.

Posting obligations stipulated in this Article shall not apply to re-evaluation of staff members' positions within career development structures. A staff member employed on a term basis may be re-appointed to the same position without competition.

5.06 Selection of Candidates

- a) Except where appointments are made pursuant to an employment equity policy approved under Section 42 of the Human Rights Code or under the placement provisions stipulated in Article 26, selection of candidates for bargaining unit positions shall be on the basis of qualifications and on the principle that the candidate whose qualifications best meet the requirements of the position shall be selected for appointment.
- b) The University shall establish an advisory selection committee to make recommendations with respect to the candidates' qualifications for posted positions. The University will ensure that at least one PEA member, normally from the department, is a member of the advisory selection panels for PEA positions.
- c) The advisory selection committee shall ensure that candidates are evaluated against the criteria established for each posted position, and that fair and appropriate procedures are established and followed in the conduct of candidate interviews and evaluation of qualifications.
- d) The University recognizes that full consideration should be given to staff members who apply for posted positions. To that end, the University will interview, within reason, all qualified staff members who apply.

- e) Staff members who are not selected for interviews shall be notified in writing, and shall be entitled to reasons on request.
- f) The University may accept or reject any recommendation of an advisory selection committee. If the University does not accept the recommendation of the committee, it will provide reasons to the members of the committee. On request the Association shall be entitled to a copy of such reasons.
- g) Where all other factors are equal, internal candidates will be preferred over external candidates.
- h) Every unsuccessful internal candidate shall be informed of the name of the successful candidate.
- i) No member of an advisory selection committee shall be permitted to be a candidate for the position for which the selection committee is making a recommendation.

5.07 Elapsed Time

The University will make every reasonable effort to ensure that competitions are concluded in timely fashion.

5.08 Arbitration

The power of an arbitrator to review a University appointment decision shall be limited to the application of the principles and procedures established under this Article. The arbitrator will not be entitled to order the appointment of any individual to the position. The arbitrator's remedial power is limited to ordering that an appointment decision be reconsidered and, if necessary, that the competition be repeated. Successful candidates for appointment to bargaining unit positions shall be informed that the appointment decision may be subject to a challenge under Article 9.

**ARTICLE 6 - PROFESSIONAL STANDARDS AND PERFORMANCE REVIEW, FREEDOM OF EXPRESSION, ETHICS AND OBLIGATIONS**

*Part A - Professional Standards and Performance Review*

6.01 Duties and Performance Standards

The Association acknowledges the University has the authority and responsibility to define the duties of a position and to set performance standards and is the final judge of the staff member's performance.

6.02 Ongoing Guidance and Performance Review

To promote the achievement and maintenance of satisfactory work performance by staff members, supervisors are responsible for providing regular, on-going review of their performance throughout the year. In addition, staff members shall be entitled to a formal, written, annual review consistent with the objectives stated in Article 6.03.

6.03 Performance Review Objectives

The parties agree that performance reviews should bear the following principal objectives:

- evaluating and improving performance
- facilitating mutual feed-back and communication between staff members and supervisors
- developing or modifying objectives
- planning professional development and training, and,
- providing a basis for determining salary recommendations pursuant to Article 21.

6.04 Personnel Record

- a) Documents relevant to the employment of staff members at the University shall be included in the staff member's personnel record.
- b) Each staff member or, with the staff member's prior written consent, an Association Representative shall, upon request, have reasonable access to a staff member's personnel record during normal University business hours. A staff member shall, on written request, be provided with copies of documents contained in the staff member's personnel record.
- c) Subject to Article 6.04 (b) above, or the order of any competent judicial or quasi-judicial body having appropriate jurisdiction, the personnel record of a staff member may not be revealed to anyone, without the staff member's express written consent, except direct line supervisors (and their Managers, Directors, Chairs, Deans and Vice-Presidents), members of an advisory selection committee before which the staff member appears, University Human Resources staff, legal and medical counsel, and members of joint University/Association committees engaged in legitimate personnel functions related to the staff member's employment.

6.05 No Reliance on Undisclosed Record

In any grievance or arbitration related to a staff member's discipline the parties agree that they will not rely on any record whose existence has not been disclosed to the other party.

6.06 Additions to Personnel Record

Staff members shall be copied on any documents relating to their performance which are placed in their personnel record including those maintained by departmental offices and Human Resources. Letters of expectation will be placed only in a staff member's departmental office personnel record. When expectations are successfully met, this will be noted in writing and attached to the letter of expectation or the letter of expectation will be destroyed.



## *Part B - Freedom of Expression*

### 6.07 Freedom of Expression, Ethics And Obligations

- a) The University and the Association agree that staff members shall be assured of freedom of expression without jeopardy to their position or status. Staff members are assured of academic freedom for any research or teaching activities authorized by the University consistent with University policies and procedures which apply to those involved in teaching and research activities.
- b) The University recognizes that any staff member required to maintain professional standing with a professional regulatory body must work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by that body. No staff member will be disciplined for refusal to follow a University-instructed course of action which, in the staff member's opinion, conflicts with such standards, provided that the staff member shall, on request, be required to prove the violation of the relevant professional standard.
- c) It is understood that in their activities in the community at large, staff members do not represent the University except when specifically authorized to do so.

### 6.08 Articles for Publication

The University agrees that a staff member may prepare and publish articles and technical papers in professional (including learned) journals, provided only that such publication activities shall not conflict or interfere with the staff member's responsibilities and duties.

### 6.09 Patents and Copyrights / Legal Indemnity

- a) The University will inform staff members of their rights and obligations under the University's policies relating to:
  - (i) ownership of patents or copyrights arising out of technological improvements or inventions developed by staff members, and
  - (ii) indemnification of staff members against legal actions brought by third parties.
- b) The University agrees to consult the Association of any changes in the policies referenced in paragraph (a).

## **ARTICLE 7 - DISCIPLINE AND DISMISSAL**

### **7.01 Just and Reasonable Cause**

The University may discipline or dismiss a staff member for just and reasonable cause. The University bears the burden of proving just and reasonable cause in every case.

### **7.02 Culpability**

The University and the Association agree that a staff member's performance problems may be culpable (with blame) or non-culpable (without blame) in nature or may involve both culpable and non-culpable elements.

### **7.03 Notice of Disciplinary Meeting / Right of Representation**

Where the University intends to investigate a staff member for a purpose that may result in discipline, it shall notify the staff member of that intent, provide advance notice of at least one (1) working day, and advise the staff member of the right to have an Association Representative present. The staff member and the Association bear the responsibility of ensuring that a representative is available to attend the scheduled meeting. No undue delay shall result from unavailability of such representation.

An Association Representative will be present at all disciplinary meetings except in the case of serious employment misconduct where immediate action is warranted, (or in a case where the staff member contacts the PEA prior to the meeting to request otherwise). In the event of serious misconduct the notice requirements of this Article shall not apply if immediate action is required to respond to the misconduct, however, the University will make a reasonable effort to have a PEA representative present at any initial meeting.

### **7.04 Culpable Conduct**

In a case where the University assesses a staff member's unsatisfactory performance or misconduct as culpable, the University shall follow a progressive disciplinary 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 staff member be given some inducement and incentive to correct the unacceptable conduct by progressively increasing the severity of the discipline imposed. The progressive disciplinary responses include, but are not limited to the following steps:

- a) Written warnings or reprimands, with reasons, may be administered by the staff member's immediate supervisor. Such warnings shall specify the remedial action to be taken by the staff member.
- b) The immediate supervisor may suspend a staff member, with or without pay, following consultation with the Associate Vice-President of Human Resources or designate. The University will provide the staff member with written reasons for the suspension.
- c) A Dean, Director, or Director-equivalent may dismiss a staff member for cause following consultation with the Associate Vice-President of Human Resources or designate. The University will ensure that the staff member is given written reasons for the dismissal.

- d) All disciplinary documents will be copied to the Association, and placed on the staff member's personnel record. Staff members are entitled to prepare a written response to any disciplinary documents, and to have the response placed in their personnel record.

7.05 Non-Culpable Conduct

In a case of unsatisfactory performance which is assessed as non-culpable by the University, the University shall take the following steps:

- a) The University shall ensure that the nature of the work to be performed and the standard of performance expected have been communicated to the staff member and that the staff member has been given a reasonable amount of time to meet that standard of performance, and
- b) The University shall ensure that it has provided reasonable supervisory direction to the staff member to assist in achieving the expected performance standards, and, if (a) and (b) are not effective.
- c) The University, in consultation with the Association, shall take reasonable steps to move the staff member into a suitable vacant position within the bargaining unit which is within the staff member's qualifications and competence and which does not result in the termination, layoff, demotion, or other unreasonable impact on any other regular staff member in the bargaining unit, and
- d) The University shall advise the staff member in writing with a copy to the Association that the staff member's performance is unsatisfactory and that dismissal may result from a continued failure or inability to meet the expected standard. As an alternative to immediate dismissal, the University may grant the staff member leave of absence with pay for ten (10) weeks and without pay for a period of up to six (6) months to give additional time to find a suitable alternate position pursuant to Article 7.05(c). If at the end of the leave period the University has been unable to locate a suitable position, the staff member may be dismissed.

Where the non-culpable aspect of the staff member's unsatisfactory performance is due to illness or to physical or mental disability, the University's obligation under Article 7.05(c) will be to make every reasonable effort to accommodate the staff member to the point of undue hardship. Where the efforts to accommodate the staff member have not been successful, the University may proceed under Article 7.05(d) unless the staff member is eligible for sick leave or long term disability under Article 17.

7.06 Failure to Report for Duty

Failing to report for duty for five (5) consecutive working days without providing the University promptly with adequate reasons for the absence may be cause for immediate dismissal.

7.07 Removal of Documents

A staff member may request in writing that documentation of discipline imposed against the staff member shall be destroyed. On receipt of such a request, the University shall remove such documentation provided that:

- a) Eighteen (18) months have passed since the discipline was imposed, and

- b) the staff member has not committed a further disciplinary offence during that time, and
- c) the offence did not result in suspension of five (5) days or more.

For offenses resulting in suspension of five (5) days or more, the request would be considered on its merits and, if denied, may be resubmitted annually.

## **ARTICLE 8 - TERMINATION OF PROBATIONARY STAFF MEMBERS**

### **8.01 Termination of Probationary Staff Members**

- a) The University may terminate a probationary staff member on the basis of unsuitability for continued employment in the position, provided that the factors involved can reasonably be expected to affect work performance. The University will give one (1) months' notice of termination of a probationary staff member. Termination of a probationary staff member in accordance with this Article shall not be regarded as discipline or dismissal for the purposes of Article 7.
- b) In the case of a staff member who has previously completed probation in another PEA position and who has not had a break in service, the University will assess whether it is possible to return the staff member to their formerly held position. Where, in the University's judgement, this is not possible, the University will provide the staff member with recall rights in accordance with Article 26.04 (excluding Article 26.04 (d)). The maximum eligible lump sum severance payment at the end of the twelve (12) month recall period will be one-half (1/2) the normal severance entitlement under Article 26.07 (based on years of service prior to placement on recall status). The salary rate for severance pay will be that of the staff member's position prior to the probationary appointment. The staff member may elect to receive severance in lieu of recall rights with the agreement of the University.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION**

### **9.01 Informal Resolution**

The parties agree that disputes can frequently be resolved by informal discussion between the parties or between staff members and their immediate supervisors. Before a grievance is initiated, a staff member shall seek an informal resolution of the dispute with the immediate supervisor, with or without an Association Representative in attendance. An informal resolution of a dispute shall not be used as a precedent by either party.

#### *Part A - Grievance Procedure*

### **9.02 Definition**

The University and the Association recognize that grievances may arise from:

- a) differences between the parties about the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether or not a matter is arbitrable; or
- b) the dismissal or discipline of a staff member.

For the purposes of this Agreement, such disputes constitute grievances.

### **9.03 Formal Grievance**

If an informal resolution of a grievance is not possible, the Association may submit the grievance in writing to the representative designated by the University to receive grievances. The grievance shall specify the Article(s) of the Agreement on which the grievance relies, and the remedy sought. A copy of the grievance must be filed within fifteen (15) working days after the date:

- a) on which the staff member was notified orally or in writing of the action(s) or circumstance(s) giving rise to the grievance, or,
- b) on which the staff member first became aware of the action(s) or circumstance(s) giving rise to the grievance.

Within fifteen (15) working days of receipt of the grievance, a representative designated by the University shall respond in writing.

### **9.04 Grievance Consultation**

The parties agree to make every effort to settle grievances prior to arbitration.

#### *Part B - Arbitration Procedure*

### **9.05 Arbitration**

If the Association is dissatisfied with the response provided under Article 9.03, or the outcome under Article 9.04, the Association may notify the University, in writing, within fifteen (15) days of the University's response under Article 9.03 that it wishes to submit the grievance to binding arbitration.

9.06 Appointment of Arbitrators

- a) The parties agree to maintain a list of not fewer than three (3) mutually acceptable persons to act as arbitrators of grievances as defined in Article 9.02. The list of arbitrators shall form Appendix C of this Agreement.
- b) When arbitration is requested under Article 9.05, representatives of the parties shall meet within five (5) working days to select by mutual agreement, an arbitrator from Appendix C, or another arbitrator acceptable to both parties. Failure to reach agreement on a suitable arbitrator will result in the parties choosing an arbitrator from the existing list by random selection.
- c) If the arbitrator is unable to begin hearing the grievance within a reasonable period, another arbitrator shall be selected in the same manner as described in b) above.

9.07 Arbitration Board

Notwithstanding the agreed procedures for the appointment of a single arbitrator, either party may, prior to the selection of a single arbitrator, inform the other party that it wishes to have the matter heard by a three (3) person board. Within five (5) working days of receipt of such notice each party shall name its appointee to this board. The appointees shall select a neutral chairperson. Should the appointees fail to agree on a chairperson they shall select a chairperson by lot from Appendix C of this Agreement. Each party will be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the chairperson.

9.08 Arbitrator's Authority

An arbitrator or arbitration board shall not have the power to alter, modify, or amend any of the provisions of this Agreement. The decision of an arbitrator or arbitration board shall be final and binding on both parties and on staff member(s) affected by it.

9.09 Costs

Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

*Part C - General*

9.10 Time Limits

The University and the Association agree that timely resolution of grievances is in the best interest of all parties. In the spirit of this Agreement, each party undertakes to notify the other promptly if it expects difficulty in meeting prescribed time limits. If necessary, time limits stipulated in this Article may be waived or extended by mutual written consent.

9.11 Deviation from Grievance Procedure

- a) The University agrees that after a grievance is filed by the Association under Article 9.03, University representatives will not enter into discussions or negotiations with the aggrieved staff member(s) about the grievance without the Association's consent.
- b) If, having initiated a grievance under Article 9.03, a staff member endeavors to pursue the same grievance through any other channel, the Association agrees that the grievance shall be considered to have been abandoned, and may not be resubmitted.

9.12 Supervisory Staff Member's Responsibility

If a grievance arises from the exercise of managerial or supervisory authority by any staff member, the Association agrees both that the staff member's first responsibility is to the University and that it will not attempt in any way to influence the staff member.

9.13 Procedural Errors

The parties intend that a grievance will not necessarily be invalidated due only to one (1) or more procedural errors, always provided that such errors have no bearing on the substance of the grievance. Time limits, however, may only be waived or extended by the mutual written consent of the parties.

## **ARTICLE 10 - WORK SCHEDULING**

10.01 Work Scheduling

a) Introductory Principles

- (i) The parties have collectively bargained the following Article with the intent that when the provisions for hours of work and overtime are considered together, they meet or exceed the requirements of the relevant sections of the Employment Standards Act
- (ii) In particular, the parties recognize that the nature of both the work environment and the responsibilities of the position for most staff members provides for a high degree of self-direction in setting work priorities and establishing work schedules. Consistent with the professional nature of the work of staff members, it is also recognized that staff members may from time to time be expected to work in excess of an average work schedule (see Article 10.02) to carry out the responsibilities of their positions in a satisfactory manner.
- (iii) The provisions in this Article are established to provide a balance, to both the mutually valued independent nature of the work of professional staff, and the requirement at times to work excess hours to meet operational or program demands. This is described in Article 10.03 (b) (i) below.
- (iv) The parties, however, also recognize that a staff member should not be required to work a substantial number of hours in excess of the hours contemplated in their work schedule without receiving compensation for such hours in addition to that compensation described in 10.03 (b) (i). This is described in Articles 10.03 (b) (ii) and (b) (iii) below.

b) Work Scheduling Principles

Work schedules shall be determined by mutual agreement between staff members and their supervisors. Determination of work schedules will be designed to accommodate both the University's operational needs and the staff members' right to a reasonable and flexible work schedule.

Where a staff member and a supervisor are not able to agree on a work schedule, the supervisor has the right and the responsibility to implement a reasonable schedule. If the staff member finds the schedule unacceptable, the Association may seek to resolve the matter first through Article 3 (Association/University Relations) and then, if the matter remains unresolved, through Article 9 (Grievance and Arbitration).

10.02 Average Work Week

The parties recognize that the nature of staff members' duties frequently requires considerable flexibility to accommodate varying workloads and operational needs. Staff members are normally expected to be self-directing with respect to their job function, and may sometimes find it necessary to work considerably more than an average work week in order to perform their duties satisfactorily. If a staff member believes that they have accumulated more than 21 hours over the average at some point in the 26 week period, this will trigger a discussion with their Dean, Director or designate in order to bring hours worked in line with the average. However, in the twenty-six (26) week period as established by a department, a reasonable work schedule for full-time staff members shall average thirty-five (35) hours per week.

10.03 Work Schedule Adjustments

- a) Work schedules may be altered at any time by mutual consent.
- b) When a staff member is required by their Dean, Director or designate to work in excess of the thirty-five (35) hours per week on average by the end of the twenty-six (26) week period as established by a department, then the staff member will receive compensatory time off (CTO) during the subsequent twenty-six (26) week period in the following manner:
  - i. Any outstanding CTO hours up to and including one hundred and thirty (130) hours will be scheduled off and compensated at straight time;
  - ii. Any outstanding CTO hours greater than one hundred and thirty (130) hours and up to and including three hundred and thirty eight (338) hours will be scheduled off and compensated at one and one-half (1.5X) times;
  - iii. Any outstanding CTO hours greater than three hundred thirty eight (338) hours will be scheduled off and compensated at double (2X) time.



#### 10.04 Scheduling of CTO

- a) Any time worked that has been required by the supervisor and has the approval of the Dean, Director or equivalent in accordance with Article 10.03 shall be recorded on a regular basis.
- b) To promote a healthy work environment, the responsible supervisor will ensure that such CTO accruing in the twenty-six (26) week period referenced in Article 10.03 is taken as soon as possible and is scheduled in consultation with the staff member in a fair and reasonable manner. In any case, all CTO accrued during the twenty-six (26) week period referenced in Article 10.03 must be scheduled by the supervisor (in consultation with the staff member) to be taken by the staff member by the end of the subsequent twenty-six (26) week period.
- c) In exceptional circumstances, if the accumulated CTO has not been scheduled to be taken as time off by the end of the subsequent twenty-six (26) week period, the dean, director or equivalent will authorize the monetary value of a staff member's accumulated CTO to be paid out except in a case where an unanticipated leave of absence of the staff member was greater than 15 days and had interrupted the taking of the remaining accumulated CTO. In such cases, the time period for taking the CTO will be extended by mutual agreement of the parties. Such extension shall not exceed three months or the length of the unanticipated leave, whichever is greater.

#### 10.05 Committee Work / Travel Time / Work at Remote Locations

Time spent working on University or joint University/Association Committees, or working at approved off-campus locations, shall be considered as time worked. Subject to approval in advance, regular travel time will be recognized as part of work schedules. "Travel time" means time spent travelling from point to point. The University may determine the means of such travel.

#### 10.06 Standby

Staff members whose job function requires them occasionally to stand by to be called to duty under conditions which restrict normal off-duty activities shall be entitled to have this requirement taken into consideration in establishing their work schedule. If reasonable accommodation cannot be made in this way the staff member shall be entitled to one (1) hour compensatory time off for each three (3) hours on standby. Staff members must be formally assigned to standby duty to qualify and when designated shall be immediately available for duty at a known telephone number.

#### 10.07 Callout

To compensate for disruption of personal time, staff members who are called in to work during normal off-duty periods shall be provided CTO of one-half (1/2) day plus an amount equivalent to the duration of the callout. CTO allocated for callout under Article 10.07 shall not be considered for work schedule adjustments or further CTO under Article 10.03.

#### 10.08 Job Sharing

The purpose of job sharing is to allow regular staff members the ability to adjust working schedules to the mutual advantage of the staff member and the University, or where the parties have agreed to a job share to prevent a lay-off pursuant to Article 26.03 (b). Job sharing is subject to operational requirements. Staff members who wish to participate in job sharing arrangements must apply in writing to the Dean or Director with a copy to Human Resources and the Association. A written agreement signed by the Association, the University and the participants setting out the terms and conditions governing the job share must be concluded in order for the job share to proceed. In all cases, staff members must work the minimum number of hours required to qualify for benefits. A job share may be for a limited term or trial period.

#### 10.09 University Closure

Should the University, or an area of the University, be officially and temporarily closed due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of staff members, except in the circumstances contemplated under Article 1.04, then:

- a) Staff members will continue to receive full wages, rights and benefits during the closure;
- 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, staff members will be informed if they are to be temporarily reassigned to that area or department.

It is understood that nothing in this clause precludes staff members from carrying out duties consistent with their positions and professional responsibilities that will ensure the University, or area of the University, re- opens as quickly as possible.

#### 10.10 Hours of Work Notices, Meal Breaks, Split Shifts, Hours Free From Work

- a) Work schedules will not normally be posted due to the considerable flexibility accorded to staff members to accommodate varying workloads and operational needs, and due to the self-directing nature of staff members with respect to their job function. Full-time staff members will, unless other arrangements are made in accordance with Article 10.01, take an unpaid meal break of at least one half hour during a normal workday. Work schedules will not normally include split shifts that span more than a twelve (12) hour period unless mutually agreed in accordance with Article 10.01. If a staff member has teaching or instructional responsibilities assigned as part of their regular position's duties, and elects to withdraw from a mutually agreed split shift arrangement that spans more than a period of twelve (12) hours, the member will provide the department written notice of one academic term.
- b) Staff Members and supervisors should ensure that the work schedule determined by mutual agreement in accordance with Article 10.01 normally has at least eight (8) consecutive hours free from work between shifts, and at least thirty-two (32) consecutive hours free from work each week.

## ARTICLE 11 - HOLIDAYS

### 11.01 Designated Holidays

The following days are designated as paid holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada 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 Association, any day observed by the University in lieu of such a day.

### 11.02 Entitlement

Full-time staff members shall be entitled to the above holidays at their regular salary. Part-time staff members shall be paid for the above holidays at their regular salary for their average daily rate during the preceding twenty-two (22) working days.

### 11.03 Holiday on Scheduled Day Off

When the day observed by the University as a paid holiday falls on a staff member's regular scheduled day off, the staff member will be granted an alternate day off, within six months after the date of the general holiday, at a time to be mutually agreed between the staff member and the supervisor.

### 11.04 Holiday during Vacation

When a staff member is on annual vacation and a paid holiday occurs during that period, the paid holiday shall not count as a day of vacation.

### 11.05 Working on a Designated Holiday

If a staff member is required by their Dean, Director, or designate to work on any of the designated holidays referred to in 11.01, the member will, in addition to being paid for the day, be provided with CTO equal to one and one-half (1.5) multiplied by the hours worked. CTO, which accrues in this circumstance, will be taken at a time mutually agreed between the staff member and the supervisor, and in any event within six (6) months after the date of the holiday.

## ARTICLE 12 - VACATION

### 12.01 Basic Vacation Entitlement

a) The vacation entitlement for regular staff members is:

First year	prorated based on 22 days per year
2 through 5 years	22 working days
6 through 10 years	24 working days
11 through 15 years	27 working days
16 through 20 years	28 working days
21 years onward	29 working days

These entitlements will be pro-rated for part-time and/or part-year service.

***Bargaining Note:*** *To reduce scheduling problems, the long service vacation which previously existed for service after 10, 15, or 20 years and every five years thereafter, will be incorporated into the annual vacation allotment, and from January 1, 2020 will be granted yearly as earned. Long service vacation earned prior to January 1, 2020 is not affected by these changes and will continue to be available per article 12.03. Long service vacation entitlement accrued up to December 31, 2019, but not yet credited will be deemed earned and available to be taken per article 12.03 but no later than the term of the renewed collective agreement (e.g. June 30, 2022). Saving from this change is 0.01% of big base. This originally signed off November 30, 2018.*

- b) The vacation entitlement for term staff members is fifteen (15) working days per year. Term staff members who work continuously for more than one (1) year will earn, and will be credited with, vacation as outlined in Article 12.01 after completion of the first (1st) continuous year of service. These entitlements will be pro-rated for part-time and/or part-year service. Where a term staff member is appointed as a regular staff member without a break in service, the vacation entitlement will be calculated from the starting date of service.
- c) Vacation credits should be accrued monthly from January first (1st) of each calendar year. The accrued total at the end of each calendar year (less any vacation days taken during the calendar year) will be carried forward to January 1 of the next calendar year subject to 12.02. The amount paid out upon termination of employment will be the amount carried forward to January 1 (if any) plus the total monthly accrual to the date of termination (less any vacation days taken during the calendar year).
- d) Normally, vacation should be taken after it has been earned. Where vacation has been approved to be taken in advance of being earned and staff members subsequently terminate their employment, they must pay back any vacation time they have used in excess of the amount to which they were entitled.

## 12.02 Maximum Accumulation of Vacation Days

Normally staff members will take their earned vacation entitlement by December 31 of the year following the year in which it was earned. Total accumulated vacation days at December 31 of each calendar year may not exceed forty (40) days (excluding Long Service Vacation as per Article 12.03). Any unused vacation of more than 40 days shall be paid out annually, providing that the procedures in Article 12.04 were followed and the staff member was unable to schedule vacation due to operational reasons.

## 12.03 Scheduling of Vacation

Staff members shall schedule their vacations after consultation and approval by their supervisors, who shall ensure that a monthly vacation credit and debit record for each staff member is maintained. Approval shall not be unreasonably withheld.

# **ARTICLE 13 – MATERNITY AND PARENTAL LEAVE**

## 13.01 Entitlement

Staff members are entitled to Maternity and Parental Leave as specified in this Collective Agreement and under the provisions and regulations of the *Employment Standards Act* of British Columbia, as amended from time to time.

UVic supplementary top-up benefits for regular staff members described in this Article are contingent on the staff member applying for the maximum Employment Insurance (“EI”) benefits available to the staff member under the Canada Employment Insurance Act.

### *Part A – Maternity and Parental Leave – Birthing parent*

## 13.02 Maternity Leave Entitlement

- a) A staff member who is the birthing parent of a newborn child is entitled to seventeen (17) consecutive weeks of maternity leave without pay, beginning no earlier than twelve (12) weeks before the expected birth date, and no later than the actual week of the birth.
- b) Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the staff member is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the staff member is eligible to apply for sick leave under Article 17.

## 13.03 Parental Leave Entitlement

- a) A birthing parent who does not take maternity leave is entitled to thirty-seven or sixty-two (62) consecutive weeks of parental leave of absence without pay from the University. Otherwise, a birthing parent is entitled to thirty-five (35) or sixty-one (61) consecutive weeks of parental leave of absence without pay from the University, beginning immediately after the end of the maternity leave.
- b) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.
- c) Where a member is eligible for the Employment Insurance (EI) Parental Sharing

Benefit, the duration of the parental leave available under this article is extended by:

- i) five (5) weeks where the member has elected to receive the standard parental benefit of thirty-five (35) weeks, such that the total parental leave is extended to forty (40) weeks; or
- ii) eight (8) weeks where the member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total parental leave is extended to sixty-nine (69) weeks.

#### 13.04 Maximum Leave for the Birthing parent

The total number of weeks of maternity and parental leave for a birthing parent is limited to eighty-six (86) weeks, plus any additional leave under Articles 13.02 (b) and 13.03 (b).

#### 13.05 UVic Supplementary Benefits for the Birthing parent

A birthing parent, who is a regular staff member not on layoff or leave of absence, is entitled to the following supplementary benefits:

- a) During the first one (1) week of leave (which is the waiting period for Employment Insurance benefits), the University will pay a supplementary top-up benefit equal to 95% of the staff member's normal basic salary, providing the staff member has made application for EI maternity benefits.
- b) During the next seventeen (17) weeks, the staff member will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the staff member's normal basic earnings and the amount of Employment Insurance Maternity Benefit the staff member is receiving or that which the staff member would be expected to receive if the staff member qualified for benefits.
- c) For the last week of parental leave, regardless of the length of parental leave chosen, the staff member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

#### 13.06 Sharing EI and Supplementary Parental Benefits with the Co-Parent

- a) Employment Insurance pays a total of sixty-one (61) weeks of EI parental benefits, which may be taken by either the birthing parent or co-parent, or can be shared between them.
- b) Where the co-parent is also a regular staff member, the birthing parent may assign one or more weeks of the eighteen (18) week University supplementary top-up benefits to the co-parent, as outlined in Article 13.09, providing the co-parent applies for EI parental benefits during this period.
- c) Where a member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by:
  - i) five (5) weeks where the member has elected to receive the standard parental benefit of 35 weeks, such that the total parental leave is extended to forty (40) weeks; or

- ii) eight (8) weeks where the member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total parental leave is extended to sixty-nine (69) weeks.

*Part B - Parental Leave - Co-Parent*

13.07 Parental Leave Entitlement

- a) A staff member who is the co-parent (or the birthing parent's partner) of a newborn child is entitled to sixty-two (62) consecutive weeks of parental leave without pay that may be taken anytime within eighteen (18) months of the birth.
- b) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.
- c) Where a member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by:
  - i) five (5) weeks where the member has elected to receive the standard parental benefit of 35 weeks, such that the total parental leave is extended to forty (40) weeks; or
  - ii) eight (8) weeks where the member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total parental leave is extended to sixty-nine (69) weeks.

13.08 Employment Insurance

Employment Insurance (EI) pays a total of sixty-one (61) weeks of EI parental benefits, which may be taken by either the birthing parent or the co-parent, or can be shared between them. Where EI benefits are shared, in most instances, only one waiting period is required to be served.

13.09 UVic Supplementary Benefits for the Co-Parent

Where the co-parent is a regular staff member not on layoff or leave of absence, and where the birthing parent is not an eligible staff member, or where the birthing parent is an eligible staff member and has assigned all or a portion of her University supplementary top-up benefits to the co-parent under Articles 13.05 and 13.06, then during a period not exceeding the first eighteen (18) weeks of parental leave, the co-parent will receive from the University a supplementary top-up benefit equal to the difference between ninety-five percent 95% of his regular earnings and the amount of Employment Insurance Parental Benefits the co-parent is receiving or that which the co-parent would be expected to receive if the co-parent qualified for benefits at the rate of fifty-five percent (55%) of average weekly EI insurable earnings. The remaining weeks of parental leave are without salary from the University.

- a) Where a staff member is required to serve the one-week waiting period for Employment Insurance parental benefits, the University will pay a supplementary top-up benefit equal to 95% of the staff member's normal basic salary, providing the staff member has made application for EI parental benefits.
- b) Where a staff member is required to serve the one-week waiting period for Employment Insurance parental benefits, during the last week of parental leave,

regardless of the length of parental leave chosen, the staff member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

### *Part C - Parental Leave - Adoptive Parents*

#### 13.10 Parental Leave Entitlement

- a). A staff member who is a parent (or the adopting parent's partner) of a newly adopted child is entitled to sixty-two (62) consecutive weeks parental leave of absence without pay from the University that may be taken anytime within one year after the child is placed with the parent.
- b) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition.
- c) Where a member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by:
  - i) five (5) weeks where the member has elected to receive the standard parental benefit of 35 weeks, such that the total parental leave is extended to forty (40) weeks; or
  - ii) eight (8) weeks where the member has elected to receive the extended parental benefit of sixty-one (61) weeks, such that the total parental leave is extended to sixty-nine (69) weeks.

#### 13.11 Employment Insurance

Employment Insurance (EI) pays a total of sixty-one (61) weeks of EI parental benefits, which may be taken by either adoptive parent, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.



### 13.12 UVic Supplementary Benefits

An adoptive parent, who is a regular staff member not on layoff or leave of absence, is entitled to the following supplementary benefits while on parental leave:

- a) Where a staff member is required to serve the (1) one-week waiting period for Employment Insurance maternity or parental benefits, the University will pay a supplementary top- up benefit equal to 95% of the staff member's normal basic salary, providing the staff member has made application for EI parental benefits.
- b) During the next seventeen (17) weeks, the staff member will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the staff member's normal basic earnings and the amount of Employment Insurance Parental Benefit at the rate of fifty-five percent (55%) of average weekly EI insurable earnings that the staff member is receiving or that which the staff member would be expected to receive if the staff member qualified for benefits.
- c) The remaining forty-three (43) weeks, plus any additional leave under 13.10 (b), are without salary from the University.
- d) Where a staff member is required to serve the one-week waiting period for Employment Insurance parental benefits, during the last week of parental leave, regardless of the length of parental leave chosen, the staff member will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

Where both adoptive parents are regular staff members, the supplementary top- up benefit may be taken by one or the other, or shared between them, to a maximum of eighteen (18) weeks.

#### *Part D – Other Conditions*

### 13.13 Personnel Benefits

Staff members are required to contribute their share of the cost of the Personnel Benefits Programs in which they are enrolled for the full term of any maternity or parental leave in which they are receiving supplementary benefits, and the University will continue to contribute its share of the cost of the programs. During other periods of maternity or parental leave without pay, the University will continue to contribute its share to the Personnel Benefits Programs unless the staff member elects in writing not to continue to pay the staff member's share.

### 13.14 Vacation, Sick Leave, Professional Development Leave Accrual

Vacation, sick leave entitlements, and professional development leave eligibility will continue to accrue during a maternity or parental leave.

### 13.15 Other Unpaid Leave

Applications for further leave without salary, special leave or sick leave prior to or after the maternity or parental leaves identified above may be made in accordance with Articles 17 (Sick Leave) or 14 (Personal Leave of Absence) as appropriate.

13.16 Return to Work

Staff Members 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, due to elimination of the staff member's position, it is not possible to return a staff member to her or his original position, following consultation with the Association, the staff member's circumstances will be addressed consistent with the provisions of Article 26 of this Agreement.

13.17 Employment Insurance Top-Up

Salary payments made by the University to regular staff members for maternity or parental leave will commence when staff members provide proof that they are receiving Employment Insurance Benefits or that they are disqualified from EI benefits because of an insufficient number of insurable weeks.

Such proof will not be made available by EI until after the leave has commenced and hence University payments will be retroactive.

13.18 Reduction in Employment Insurance Benefit

- a). Should the level of Employment Insurance Benefits be reduced from the level of benefits in effect as at the effective date of this Collective Agreement, the University's contribution to the supplementary benefits paid to staff members under Articles 13.05(b), 13.09, and 13.12(b) will not be increased to compensate.
- b) If any of the amount of any EI benefits received is subsequently reassessed under either the Employment Insurance Act or the Income Tax Act, there is no recourse to the University with regard to any amount required to be repaid by the Member.

**ARTICLE 14 - PERSONAL LEAVE**

14.01 Absence for Unavoidable Personal Business

In keeping with the understanding that staff members have considerable flexibility in arranging their work schedules, as described in Article 10, the University acknowledges that they may absent themselves from the workplace for short periods of time to attend to unavoidable personal business. Provided that there is no negative impact on the timely and effective performance of the staff members' University duties, such absences will be with pay.

14.02 Notice to Supervisor

The University and the Association expect staff members to use this flexibility responsibly. Whenever possible, staff members will inform their supervisors in advance of the absence and keep the absence as short as is necessary to deal with the circumstances requiring the absence.

14.03 Compassionate Leave

The University will allow a staff member reasonable leave of absence with pay for compassionate reasons. Compassionate leave shall include, but not be limited to, death or severe illness or injury of a close family member, partner, spouse or close friend.

14.04 Compassionate Care Leave

The University will allow a staff member leave of absence without pay, but will continue to make payment to pension and benefits (as applicable) if the employee chooses to continue their share of the cost, of up to twenty-seven (27) weeks for the purpose of providing care or support to a gravely ill family member, partner, spouse or close friend at risk of dying. For information only, employees who are granted such leave may be eligible to apply for Employment Insurance (EI) Compassionate Care benefits.

14.05 Absence without Salary

Staff members may apply for personal leave of absence without salary. Granting of such leave of absence is subject to operational requirements, but shall not be unreasonably denied. Applications for personal leave without pay shall be made in writing to the staff member's Dean or Director through the normal administrative channels. Staff members shall receive a reply to their requests for unpaid leave within thirty (30) calendar days (except in unusual circumstances) of such application.

**ARTICLE 15 - LEAVE FOR COURT AND TRIBUNAL APPEARANCES**

15.01 Jury and Witness Leave

The University shall grant paid leave to staff members, other than those on leave without salary, who are required by law to serve as jurors or witnesses in a court action or statutorily-established tribunal, provided such action is not occasioned by the staff member's private affairs.

15.02 Remittance of Payments

Staff members who receive paid leave under Article 15.01 shall remit to the University all monies paid by the court, less expenses.

15.03 Court Actions Arising from Private Affairs

In cases where staff members' private affairs result in court appearances, leave to attend at court shall be granted. Such leave shall be without salary.

15.04 Incarceration

Staff members who are incarcerated pending a court appearance shall be entitled to leave without salary.

15.05 Notice

Staff members shall advise their supervisor when leave under Articles 15.01 through 15.04 is required.

## **ARTICLE 16 - MAINTENANCE OF BENEFITS**

### **16.01 Maintenance of Benefits**

During any period of unsalaried leave granted under Articles 14 and 15 for less than half the working days in a month, the University shall maintain the benefits on the normal cost sharing basis. Otherwise, staff members shall have the right to maintain any or all of their personnel benefits by assuming the total cost of monthly contributions.

## **ARTICLE 17 - SICK LEAVE**

### ***Part A - Full-Time Confirmed Regular Staff Members***

#### **17.01 Illness up to One Month**

A full-time confirmed regular staff member (i.e., a regular staff member who has successfully completed the probationary period for their initial appointment) who is unable to work due to personal illness shall inform the supervisor or designate immediately and, upon approval, will be granted paid sick leave of up to one (1) month. Such approval will not be unreasonably denied.

#### **17.02 Illness up to Three Months**

If a confirmed regular staff member's inability to work due to personal illness extends beyond one (1) month, such staff member shall inform the supervisor or designate immediately and, subject to a medical report(s) confirming the staff member's inability to work due to personal illness, will, upon approval, be granted paid sick leave of up to two (2) additional months. Such approval will not be unreasonably denied.

#### **17.03 Illness beyond Three Months**

If a confirmed regular staff member's inability to work due to personal illness extends beyond three (3) months, such staff member shall inform the supervisor or designate immediately and, subject to a medical report(s) confirming the staff member's inability to work due to personal illness, will, upon approval, be granted paid sick leave of up to three (3) additional months. Such approval will not be unreasonably denied.

#### **17.04 New and recurrence of medical conditions**

A regular staff member is eligible to be paid sick leave for a new medical condition if, but for the new condition, the staff member would be able to work. A regular staff member is eligible to be paid sick leave for a recurrence of the same medical condition if they had returned to work from LTD for a year or more.

### ***Part B - Part-Time Confirmed Regular Staff Members***

17.05 Part-Time regular staff members are entitled on a pro-rated basis to the same benefits and subject to the same conditions as set out in Section A for full-time regular staff members.

*Part C - Probationary Regular Staff Members*

17.06 Initial Probationary Appointment

Staff Members in the probationary period of their initial appointment are entitled to one and one-half (1-1/2) days of paid sick leave per month for personal illness (pro-rated for part-time).

*Part D - Term Staff Members*

17.07 Full-Time Term Staff Members

Subject to Article 17.08, full-time term staff members are entitled to one and one-half (1-1/2) days of paid sick leave per month. Accumulated sick leave may not be carried over from term to term unless the terms are contiguous.

17.08 Part-Time Term Staff Members

Subject to Article 17.08, part-time term staff members working at least half-time are entitled to sick leave pro-rated on the basis on one and one-half (1-1/2) days per month. Accumulated sick leave may not be carried over from term to term unless the terms are contiguous.

17.09 Term Appointments Exceeding Three Years

A staff member who has been employed on the basis of more than three (3) years of contiguous term appointments, shall be entitled to sick leave on the same basis as set out for regular staff members in Articles 17.01, 17.02 and 17.03 to a maximum of six (6) months or the period remaining to the end of the term, whichever is less.

*Part E - Medical Reports*

17.10 Physician's Certificate

A physician's certificate may be required by the University at any time in case of illness. Where a staff member is required to pay a fee for a certificate provided at the University's request, the University shall reimburse the cost of the fee.

17.11 Second Medical Opinion

Where a sick leave extends beyond one (1) month or where it is anticipated at the outset that the duration of the leave will be uncertain or will last beyond one month, the University has the right to and may require a second medical opinion. The University may select either the Staff Member's nominee, or another practitioner to be mutually agreed upon between the staff member and the University.

*Part F - Application Requirements for Long Term Disability*

17.12 Application Requirements for Long Term Disability

Where after three (3) months' absence due to illness, a regular staff member's physician considers recovery from illness not likely or uncertain by the end of a total of six (6) months' sick leave, the staff member shall also make an application for Long Term Disability Insurance Benefits (see Article 18.06) at the end of a total of three (3) months' absence. This application shall be made by the staff member through the Benefits Office in the Human Resources Department.

## **ARTICLE 18 - PERSONNEL BENEFITS**

### *Part A - Medical, Extended and Dental Care Plans*

#### 18.01 Medical Plan

All regular staff members who are eligible under the terms of the Medical Services Plan will, as a condition of employment, participate in the Plan from the first day of the month coinciding with or following commencement of employment, unless covered under a spousal plan.

#### 18.02 Extended Health and Dental Care Plans

- a) All regular staff members who are eligible under the terms of the Extended Health Benefits and Dental Care Plans will, as a condition of employment, participate in the Plan from the first day of the month coinciding with or following commencement of employment.
- b) At the time of enrollment staff members will have the option of covering dependents. Additions or deletions of dependents will be permitted with satisfactory proof of a change in married or dependent status.
- c) If staff members choose to coordinate their University of Victoria Dental and/or Extended Health Plan coverage with another plan, claims must be coordinated to ensure that total benefits payable do not exceed one hundred percent (100%) of the eligible expenses.
- d) Effective July 1, 2019 Dental Plan A will be covered at 90%, effective July 1, 2020 Dental Plan B will be covered at 70%, and Massage Therapy annual maximum will be increased to \$750 and effective July 1, 2021 Dental Plan C will be covered at 85% with a per person maximum of \$5,000.

#### 18.03 Health Care Premiums

All eligible staff members will contribute twenty-five percent (25%) of the required total premiums for the Medical (until the cessation of employee premium requirements), Extended and Dental and Basic Group Life Insurance Plans by payroll deduction.

### *Part B - Group Life Insurance and Long Term Disability Insurance*

#### 18.04 Basic Group Life Insurance

All regular staff members who are eligible under the terms of the Basic Group Life Insurance Plan will, as a condition of employment, participate in the Plan from the first day of the month following commencement of employment.

#### 18.05 Optional Group Life Insurance

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.

#### 18.06 Long Term Disability Insurance

All regular staff members who are eligible under the terms of the Long Term Disability Insurance Plan will, as a condition of employment, participate in the Plan from the first day of the month following employment.

18.07 Group Life Insurance and Long Term Disability Premiums

Staff members pay the full premium for the Long Term Disability and the Optional Group Life Insurance Plans by payroll deduction.

*Part C - University Pension Plan*

18.08 Pension Plan Participation and Contributions (Regular Full-Time)

All regular full-time staff members who are eligible under the terms of the University of Victoria Combination Pension Plan (“the Plan”) will, as a condition of employment, participate in the Plan from the date of eligibility.

Contribution rates are set pursuant to the Combination Pension Plan Trust Agreement and Schedule A to the Trust Agreement which is legally binding upon the University and the Board of Pension Trustees. Information about the Plan is available at the Vice-President Finance and Operations website under *Pensions and Investments*.

Rates continue until either a regulator requires a change or the Plan actuary recommends a change. Ordinarily that change would result from a regularly scheduled actuarial valuation which may occur during the life of the collective agreement. Decisions about the actuary’s recommendations are made by the Board of Pension Trustees.

For information purposes only, contribution rates as of July 2014 are as follows: the staff member will contribute 4.35% of basic regular salary up to the Canada Pension Plan’s Yearly Maximum Pensionable Earnings (YMPE), and 6.35% of basic regular salary in excess of the YMPE. The University will contribute 6.02% of basic regular salary up to the YMPE, and 7.65% of basic regular salary in excess of the YMPE, and 5.05% of basic regular salary to the Defined Retirement Benefit Account.

18.09 Pension Plan Participation and Contributions (Regular Part-Time)

All regular part-time staff members who are eligible under the terms of the University of Victoria Money-Purchase Pension Plan (“Money Purchase Pension Plan”) will, as a condition of employment, participate in the Money Purchase Pension Plan from the date of eligibility.

Staff members will contribute 3% of basic regular salary up to the Canada Pension Plan’s Yearly Maximum Pensionable Earnings (YMPE), and 5% of basic regular salary in excess of the YMPE. The University will contribute 8.37% of basic regular salary up to the YMPE and 10% of basic regular salary in excess of the YMPE.

*Part D - Benefits for Staff Members with Term Appointments*

18.10 Voluntary Participation - Term Staff Members

A staff member holding a term appointment for a minimum of three (3) months at 0.50 FTE or more is eligible, on a voluntary basis at the time of appointment to enroll in the Medical and Extended Health Benefits Plans effective from the first of the month following appointment. A staff member holding a term appointment for a minimum of twelve (12) months at 0.50 FTE or more is eligible, on a voluntary basis at the time of appointment, to enroll in the Dental, Basic Group Life and Optional Group Life. A staff member holding a term appointment at 0.50 FTE or more is eligible to enroll in the Money Purchase Pension Plans after twelve (12) months of continuous service. Term staff members who choose to enroll are required to stay in these Plans until the end of their term or contiguous terms on the same cost sharing basis as regular staff members.

**ARTICLE 19 - JOB EVALUATION**

19.01 Definition

Job evaluation is the process of measuring the relative worth of jobs. Fair and equitable job evaluation is based on the bona fide job requirements of skill, effort, responsibility and working conditions.

19.02 Joint Job Evaluation Plan

The University and the Association have jointly established a gender-inclusive job evaluation plan (JJE) to facilitate the objectives of equal pay for work of equal value and the University's competitiveness with respect to recruitment and retention of staff members.

This JJE plan fully and finally extinguishes the University's funding obligations for Job Evaluation and Pay Equity.

19.03 Joint Job Evaluation Committee

A Joint Job Evaluation Committee (JJEC) consisting of three (3) representatives designated by each party, including co-chairs, will rate positions under the plan in accordance with the procedures outlined in Article 19.04 and 19.05 below.

19.04 Job Re-Evaluation

The following procedure shall apply whenever the University significantly changes the duties and responsibilities of a position:

- a) The University, the Association or the staff member may request a re- evaluation of the position's job rating.
- b) The re-evaluation request shall contain a revised job evaluation questionnaire (JEQ) completed in full by the incumbent which highlights the significant changes to the position, and may include any other supporting documentation considered relevant.



- c) The re-evaluation request shall be submitted for review to the JJEC along with the acknowledgement and written comments of the staff member's immediate supervisor and confirmation of the authorized duties by the appropriate Dean, Director or equivalent. The JJEC shall acknowledge receipt of the request and, on inquiry, indicate the date on which a response is anticipated.
- d) The JJEC shall notify the staff member, the supervisor and the appropriate Dean, Director or equivalent of the recommended rating results.
- e) Should the review result in a change to the job rating, the effective date of the change shall be the date that the completed questionnaire was filed with the staff member's supervisor for comment under Article 19.04(c).
- f) Should a review submitted under Article 19.04 result in a recommendation for a higher job rating, the incumbent will be paid a salary adjustment retroactive to the date the request for a review was submitted to the staff member's supervisor for as long as the University defines the duties of the position at the level of the higher job rating in accordance with Article 6.01.

19.05 Evaluation of New Positions

- a) When the University establishes a new position that has not previously been evaluated, the Human Resources Department will rate the position and advise the JJEC and the PEA at the time the position is posted and/or filled.
- b) The new incumbent may complete a job evaluation questionnaire between six months and not later than twelve months after assuming the position, at which time the position will be rated by the JJEC in accordance with the procedure under Article 19.04. Any change in the rating level will, if appropriate, result in a retroactive salary adjustment to the date the incumbent was hired into the position.
- c) Should a JEQ be submitted by the new incumbent after the six to twelve month period referenced in b) above, but prior to the end of 18 months after the incumbent assumed the position, the maximum retroactive salary adjustment, if appropriate, will be for the 12 months prior to the date on which the JEQ was submitted to the supervisor. Any JEQ submissions by new incumbents after the end of the 18 month period following commencement in the position will be governed by Article 19.04 f) above.

19.06 Reconsideration of Rating Decision

- a) An incumbent, supervisor and/or excluded manager may request a reconsideration of the rating decision arising from Article 19.04 or 19.05, within the time period indicated by the JJEC in its notice of ratings. This request shall be in writing and shall detail the reason(s) for disagreement and must include any new information relevant to the evaluation of the job. The final reconsideration request must be signed by the incumbent, supervisor and excluded manager.
- b) The Joint Job Evaluation Committee (JJEC) shall review any request for reconsideration of the rating decision under Articles 19.04 or 19.05. Where the committee does not reach consensus on a job rating decision, either party may refer the matter for final resolution as provided under Article 9.

## **ARTICLE 20 - PROFESSIONAL DEVELOPMENT**

### *Part A - Professional Development Leave*

#### 20.01 Professional Development Leave

The University shall inform staff members of their rights and obligations under the University's policy for Professional Development Leave. The University agrees that the policy will not be changed without consultation with the Association. The Association/University Committee will periodically review the guidelines and/or consider suggestions of the Joint Committee, and make recommendations to the University to revise the guidelines covering the administration of Professional Development Leave.

#### 20.02 Secondment

The University may approve secondment of staff members to external institutions and agencies or to other positions within the University. Staff members may apply for such secondments.

### *Part B - Professional Development Expense Account*

#### 20.03 Professional Development Expense Accounts

The University shall inform staff members of their rights and obligations under the University's policy for Professional Development Expense Accounts and the Central Pro-D fund. The University agrees that the policy will not be changed without consultation with the Association. The Association/University Committee will periodically review the guidelines and/or consider suggestions of the Joint Committee, and make recommendations to the University to revise the guidelines covering the administration of the Central Pro-D fund.

## **ARTICLE 21 – SALARY**

#### 21.01 Progression Adjustments

- a) On each July 1, staff members whose salaries are at the Floor or between the Floor and the Job Rate will, subject to satisfactory performance, be entitled to annual Progression Adjustments of 3% of actual salary.
- b) Except in cases of clearly documented unsatisfactory performance, staff members with less than a full year's service will receive pro-rated Progression Adjustments without prejudice to any probationary review or other performance assessments.

#### 21.02 Performance Adjustments

On each July 1, staff members whose salaries are at the Job Rate or between the Job Rate and the Ceiling shall, based on satisfactory performance, be entitled to an annual performance adjustment of 2%, but in no case will this result in a salary higher than the Ceiling.

21.03 General Salary Adjustments

The parties will negotiate any general adjustments to salaries and/or salary ranges in each round of collective bargaining. Unless otherwise agreed, general adjustments will be effective July 1 of the applicable year.

21.04 Salary Ranges

Effective July 1, 2001 salary ranges will have a Floor, Job Rate, and Ceiling as defined below:

- a) The Floor is the minimum salary of each salary range.
- b) The Job Rate is the salary staff members may expect to achieve through Progression Adjustments, normally over a period of four (4) years in a position, subject to placement on hiring, or promotion, or job evaluation, and satisfactory progress towards their fully qualified and competent level of performance.
- c) The Ceiling is the highest salary to which staff members who have reached the Job Rate may advance through Performance Adjustments, based on satisfactory performance.

21.05 Salary Protection and Decrease in Job Rating ("Red Circling")

- a) A staff member's salary shall not be reduced as a result of job evaluation or by reason of placement into a position with a lower maximum salary (i.e. the ceiling), unless the placement is the result of the staff member's inability to perform the duties of the original position or is in response to a lay-off.
- b) When a staff member's salary is above the Ceiling for the new position, the staff member's salary shall be frozen until the Ceiling for the new position equals or exceeds the staff member's present salary (the "red circled" salary). When the Ceiling for the staff member's new position equals or exceeds the "red circled" salary, the staff member shall receive any further negotiated salary increases.

21.06 Salary Adjustment on Lateral Transfer

In the case of a staff member successfully applying for a position in their current salary grade (lateral move), the staff member may be placed at their current salary, or at an appropriate salary between the floor and the ceiling that is no more than 3% above the current salary, based on the University's assessment of the staff member's qualifications and experience, whichever is greater.

21.07 Temporary Assignment

A staff member assigned by the University for twenty (20) working days or more to perform all, or the principal duties, of a position with a higher Ceiling shall receive a salary adjustment in accordance with article 21.08. Such acting pay is not payable to a staff member whose position requires the staff member to perform periodically the principal duties of the higher position.

A staff member's salary shall not be reduced as a result of temporary assignment by the University to a position with a lower ceiling.

21.08 Salary Adjustment on Promotion or Position Re-evaluation

When a staff member is appointed to a position at a salary range with a higher ceiling, or assigned by the University for twenty (20) working days or more to perform all, or the principal duties, of a position with a higher ceiling, or should a review under Article 19 result in a job rating at a higher salary range, the staff member's salary shall be adjusted as follows:

- a) If the staff member's current salary is below the Job Rate of the higher range, the staff member's salary shall be placed at the floor of the new range, or the point in the new range between the floor and the Job Rate that is ten percent (10%) above the staff member's present salary, or an appropriate salary between the floor and the Job Rate based on the University's assessment of the staff member's qualifications and experience, whichever is greater; or
- b) If the staff member's current salary is above the Job Rate of the higher range, the staff member's salary shall be increased by three percent (3%), but in no case beyond the Ceiling of the higher range; or
- c) If the staff member's current salary is below the Job Rate of the higher range and a ten percent (10%) adjustment would result in placement above the Job Rate of the higher range, the staff member's salary shall be increased to the Job Rate, or by a minimum of three percent (3%).

21.09 Direct Deposit

Pay will be by way of deposit to the credit of a staff member's account in a savings institution identified by the staff member.

**ARTICLE 22 -WORKPLACE SAFETY**

22.01 Cooperation on Occupational Health and Safety

The Association and the University share a mutual desire to establish and maintain a safe, secure and healthy workplace.

22.02 Compliance with Occupational Health and Safety Regulations and Legislation

The University and the Association agree to cooperate to comply with all applicable federal, provincial and municipal occupational health and safety legislation and regulations, including those enacted under the *Workers' Compensation Act* of British Columbia.

22.03 PEA Participation in Safety Committees

The PEA has the right to have representation on any University committee which includes employee representatives and which deals with occupational health and safety matters affecting members of the bargaining unit.

- a) The PEA will participate on the University Safety Committee (USC) in accordance with the terms of reference of the committee. This committee meets the requirements of a joint occupational health and safety committee under the terms of the *Workers Compensation Act of British Columbia*. A copy of the minutes of all USC meetings will be forwarded to the Association.

- b) The PEA will also have a representative on the Local Safety Committees (LSC) in the buildings where they are employed.

22.04 Occupational Health and Safety Programs

The University and the Association recognize the value of effective Occupational Health and Safety Programs, including such programs as Ergonomics, WHMIS, Emergency Planning, Working Alone and others. The Association and the University also recognize the risk management approach used in occupational health and safety programs, and agree to work cooperatively in the process of risk identification, risk assessment, risk mitigation including education and training, and program monitoring.

22.05 Safety Related Training and Personal Protective Equipment

- a). All members of the USC as well as members of LSC's are eligible for eight hours of training per year provided by the University.
- b). The University shall undertake a risk assessment and shall provide appropriate training, and personal protective equipment, to staff members who are required to undertake hazardous work.

22.06 Resolving Concerns Regarding Unsafe Working Conditions

Staff members have the right to refuse unsafe work in accordance with regulations enacted by the Workers' Compensation Board of British Columbia. The University and the Association will work cooperatively to resolve these situations quickly, utilizing processes through the University Safety Committee. If issues are unresolved, they will be referred to the Labour Management process.

22.07 Pregnant Staff Member

A pregnant staff member, upon their request, will not be required to undertake work which they believe is hazardous to their pregnancy. Alternate work will be offered by the University, if available. Staff members for whom an alternate position is found will be paid at the rate of salary of the alternate position. If alternate work is not available, the staff member may decide to continue in their position or to take a leave of absence without salary for the time remaining to the commencement of the maternity leave.

## **ARTICLE 23 - JOB SECURITY AND CONTRACTING OUT**

### 23.01 Notice of Organizational Change

The University agrees to provide the Association with at least three (3) months' notice in writing of its intention to introduce any organizational change which will adversely affect the security of employment of any staff member covered by this Agreement.

### 23.02 Contracting Out

The Association acknowledges that the University's right and responsibility to manage its affairs in the most effective and efficient manner possible may occasionally require the contracting out of services. The University agrees not to contract out any work presently performed by staff members which would directly result in the layoff of a staff member.

### 23.03 Request for Proposals

Where the University issues a request for proposals for work presently performed by bargaining unit members, the University will provide the Department(s) normally doing that type of work with an opportunity to submit a proposal.

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

### 24.01 Notice

The University agrees to provide the Association with not less than three (3) months' notice in writing of its intention to introduce any technological change in material, equipment or process affecting the security of employment of staff members covered by this Agreement.

### 24.02 Referral to Association/University Committee

The Association or the University may within thirty (30) days of such notification request a meeting of the Association/University Committee established under Article 3 to discuss and attempt to resolve all matters pertaining to the proposed change.

### 24.03 Training

Should the introduction of technological change result in substantial changes in a staff member's defined duties the University shall provide training and equipment as required.

### 24.04 No New Staff Members

New staff members shall not be appointed during the three (3) month period referred to in Article 24.01 to fill any position for which a staff member whose security of employment is or may be affected by the technological change is qualified and capable of doing the work. This provision may be varied by mutual agreement or in an emergency.

## **ARTICLE 25 - RESIGNATION AND RETIREMENT**

### 25.01 Resignation

Staff members shall give at least one (1) months' notice of their resignation. Staff members are expected to use all vacation entitlement prior to the effective date of resignation. However, the University retains the sole discretion to provide pay in lieu of some or all of a staff member's vacation entitlement on resignation, or to schedule the balance of the vacation prior to the effective date of resignation.

### 25.02 Retirement

The Normal Retirement Date of a staff member is July first (1st) following the staff member's sixty-fifth (65th) birthday. A staff member whose sixty-fifth (65th) birthday occurs between June thirtieth (30th) and January first (1st) may elect to retire on January first (1st) following the staff member's sixty-fifth (65th) birthday and if the staff member does so elect, such day will be known as the staff member's Normal Retirement Date. Staff members are expected to use all vacation entitlement prior to the effective date of retirement. However, the University retains the sole discretion to provide pay in lieu of some or all of a staff member's vacation entitlement on retirement, or to schedule the balance of such vacation prior to the effective date of retirement.

## **ARTICLE 26 - LAYOFF**

### 26.01 Notice of Redundancy

The parties recognize that changing priorities and/or financial constraint may require the University to eliminate positions and lay off or terminate the employment of staff members. The University shall provide the Association with as much advance notice as possible when bargaining unit work is designated for reduction or elimination which will result in a layoff, and shall consult with the Association with a view to minimizing negative effects on staff members. In this agreement "layoff" shall mean termination of a regular (see Article 5.01) staff member's employment due to elimination of work or any forced reduction of such staff member's full-time or part-time appointment which results in a corresponding reduction in salary.

### 26.02 Layoff of Staff Members Holding Regular Appointments

The University shall provide staff members holding regular appointments with ten (10) weeks' notice of layoff. Except where otherwise determined by bona fide operational requirements, where one of two or more similar positions doing substantially the same work at the same salary grade within a department is being eliminated, layoff shall be in reverse order of service, (see Definitions section) provided the staff members to be retained are qualified and capable of doing the available work after a reasonable period of familiarization.

### 26.03 Placement in a Vacant Position

The University will make reasonable efforts during the notice of layoff period to place the staff member in a vacant regular or term position at the same or lower salary grade provided only that the staff member is qualified and capable of doing the work after a reasonable period of familiarization.

- a). Where a staff member is offered a position that is at a lower salary grade, reduced FTE, or is a term position, the staff member may decline the offer and elect severance under Article 26.07. Where the staff member accepts a term position the staff member can elect severance under Article 26.07 at the expiry of the term appointment in which case the severance pay will be calculated based on the service and salary of the staff member at the time of initial layoff.
- b) Where placement into a vacancy at the same salary, FTE and status is not possible pursuant to Article 26.03(a) then the parties shall consider the following additional options during the ten week layoff notice period where the implementation of these options would eliminate the need for a layoff.
  - (i) Establish job sharing agreements in accordance with Article 10.08 between the person whose position has been identified for layoff and another staff member in the department.
  - (ii) Canvas other members of the department to determine if there is a staff member who will voluntarily resign. Where a person resigns under this section they shall be paid the severance available to them pursuant to Article 26.07.
  - (iii) Voluntary placement into other vacancies by mutual agreement. Nothing in this Article shall be interpreted or applied so as to extend the length of notice period.

#### 26.04 Recall

- a) Right of Recall - Laid-off staff members shall retain a right of recall, for a period of twelve (12) months after layoff, to term or regular positions at the same or lower salary grade for which they are qualified and capable of doing the work after a reasonable period of familiarization. Subject to the foregoing and bona fide operational requirements, recall shall be offered first in order of service to positions doing substantially the same work at the same salary grade and then if the position remains unfilled, on the basis of service.
  - (i) A staff member may only decline recall to a position at a lower salary grade, a reduced FTE, or to a term position and remain on the recall list.
  - (ii) Where the staff member accepts a term position the staff member can elect severance under Article 26.07 at the expiry of the term appointment in which case the severance pay will be calculated based on the service and salary of the staff member at the time of initial layoff.
  - (iii) A staff member recalled to a term position may elect, upon the expiry of the term appointment, to remain on the recall list. Time spent working in a term position will not be counted as time on the recall list.
- b) Offer of Recall - An offer of recall shall be made by written notice delivered personally or by registered mail to the staff member's current address. It shall be the responsibility of the staff member to keep the University's Associate Vice-President of Human Resources (or designate) informed of their current address. The right of recall is subject to the requirement that the staff member shall, within five (5) working days of the delivery of the offer of recall, respond to the Associate Vice President, Human Resources.



- c) Expiry - While the University will make reasonable efforts to recall laid off staff members, after a period of twelve (12) months the staff member will be considered terminated and eligible for severance payments in accordance with Article 26.07.
- d) Right of First Refusal - Should any deleted position be reopened within two (2) years of its deletion the regular staff member who last occupied the position shall have the right of first refusal, provided the staff member is currently employed by the University or is eligible for recall.

26.05 Termination of Term Appointments

The University may, in its sole discretion, terminate a term appointment prior to the end of the stated term, with two (2) months written notice.

26.06 Change in Full-Time Equivalency of Appointments

The University may implement a change in the full-time equivalency (FTE) of a staff member's appointment. The staff member and the Association shall be given at least one (1) months' notice of such change. Prior to implementing such change the University will consult with the Association and the staff member to see whether the University's objectives can reasonably be met by other voluntary means. As an alternative to a change in FTE, a regular staff member may elect layoff and a term staff member may elect termination under this Article.

26.07 Severance

Staff members whose employment is terminated pursuant to Articles 26.04(c) shall be eligible for a lump sum severance payment in accordance with the following formula:

- for the first twelve (12) years' service -- one (1) month's pay for each year of service.
- for the thirteenth (13th) and subsequent years of service - three (3) week's pay for each year of service.

Notwithstanding the above, the maximum lump sum payment will be limited to 24 month's pay.

Severance pay shall be pro-rated for partial years of service.

A staff member may elect, in writing, to receive severance pay in lieu of recall rights under Article 26.04.

26.08 Pay in Lieu of Notice

If notice of layoff or termination is required the University will take into account the staff member's preference in exercising its discretion to provide pay in lieu of all or part of the required notice.

## **ARTICLE 27 - LEGISLATIVE CHANGE**

### 27.01 Legislative Change

The parties agree that in the event new legislation or any change in existing legislation affects a provision of this Agreement, the matter may be referred by either party to the Association/University Committee for resolution under Article

## **ARTICLE 28 - TERM OF AGREEMENT**

### 28.01 Term of Agreement

Unless otherwise provided, this Agreement shall be binding and remain in full force from July 1, 2019 through June 30, 2022. This Agreement shall 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. 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.

### 28.02 Effective Date

Except as otherwise stipulated in individual Articles, this Agreement shall come into effect on the date of signing.

Agreed this 19<sup>th</sup> day of December, 2018.

**Signed on Behalf of the  
Professional Employees Association:**

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Kristen Ficke  
Systems

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Al Gallupe  
PEA LR Officer

---

Adam Gaudes  
Systems

---

Ori Granot  
Chemistry

---

Sandra Guerreiro  
Theatre

---

Sheryl Karras  
Business

---

Jesse Oshanek  
Student Recruitment and Global Engagement

**Signed on Behalf of the  
University of Victoria:**

---

Jamie Cassels  
President & Vice Chancellor

---

Gayle Gorrill  
Vice-President Finance & Operations

---

Kane Kilbey  
Associate Vice-President,  
Human Resources

**Letter of Understanding #1  
Between  
University of Victoria And the  
Professional Employees Association**

**Re: Clarification of Days of Holiday Closure**

The Holiday Closure period (following December 25 and 26 each year) has three days that are not compensated days off. It is understood that PEA staff members will offset these days off by incorporating the time into their work schedule.

In cases where departments record hours worked (e.g. for billing or charge back purposes), the time to offset the unpaid Holiday Closure days should not be recorded as a debit to CTO or vacation, or as hours worked. The governing principle is that professional staff will employ the honour system to ensure that this time is made up within their average work week schedule (see Article 10.02) as close as possible either before or after the holiday period.

*This originally signed off October 11, 2006*

**Letter of Understanding #2  
Between  
University of Victoria  
And the  
Professional Employees**

**Association Re: Patent and/or  
Copyright**

The parties agree to discussions during the term of this agreement with respect to Patent and/or Copyright issues as they relate to PEA members. The parties agree that the existing University policies and procedures will not be changed with respect to Patent and/or Copyright issues during the term of this agreement except by the mutual agreement of the parties.

*This originally signed off December 21, 1998.*

**Letter of Understanding #3  
Between  
University of Victoria  
And the  
Professional Employees Association**

**Re: Intent of the Language of Article 5.03**

The Human Resources department will take the following steps to ensure that the University is complying with the intent of the language of Article 5.03:

On the requisition for appointment of a position with a term greater than one year in duration, the Human Resources Department will review the reasons for the appointment with the department, to ensure that the work is of a term-certain rather than of a continuing nature.

Upon the re-appointment of a term position beyond one year, the Human Resources Department will review the reasons for the re-appointment with the department, to ensure that the work is of a term-certain rather than of a continuing nature.

When a position is converted from term to regular as result of this review the University will post the position.

Where the Human Resources Department identifies an exception to general practice, the University will advise the PEA as to the reasons for filling the position with a term appointment.

*This originally signed off December 8, 2004.*

**Letter of Understanding #4  
Between  
University of Victoria  
And the  
Professional Employees Association**

**Re: Critical Skill Adjustments**

Subsequent to specified staff moving from Critical Skill Adjustments (CSAs) per LOU # 6, all remaining staff receiving a CSA at the ratification of the Memorandum of Agreement extending the Collective Agreement through to June 30, 2022 will continue to receive that adjustment, further adjusted to account for “red circling” as described below, for the term of the agreement as long as they remain in the position they encumbered at the ratification. Red circling for the purpose of this LOU means that a GWI, Progression, Performance, reclassification or promotional increase will be applied to a staff member who is receiving a CSA and the CSA will, at the same time, decrease by an equal amount. Effective June 30, 2022 any remaining CSAs will cease.

This Letter of Understanding is without prejudice to the interpretation or application of the Collective Agreement and will not be considered a precedent in any other related circumstance that may arise during the term of the Collective Agreement or in future.

*This originally signed off October 11, 2006.*

**Letter of Understanding #5  
Between  
University of Victoria  
And the  
Professional Employees Association**

**Re: Counselling and Animal Care Services During Labour Disputes**

The University of Victoria and the Professional Employees Association (the PEA), (the parties) agree that in the event of a strike or lockout as defined in labour legislation affecting University of Victoria operations (including a strike or lockout where the PEA or any other bargaining unit has erected picket lines), the parties will cooperate to ensure that:

1. At least two PEA staff Counsellors (representing more than one gender) are available as per the guidelines in place at all other times throughout the period of any such labour dispute, to respond to bona fide personal crises involving students attending the University of Victoria.
2. Sufficient PEA staff are available to provide continuous proper care of all research animals in all Animal Care facilities at the University of Victoria during the strike or lockout as follows:

At least seven days before a strike or lockout, the University will designate and notify the PEA of the required PEA staff for formal agreement. The list will include the Manager of Animal Care Services, and a minimum of 3 Sr. and/or Scientific Assistant staff.

Proper care implies provision of appropriate temperatures, humidity, light cycles, ventilation, food, water and cleaning, as well as exercise, nursing and veterinary medical care where appropriate.

This letter will become effective on the date of signing and will remain in force beyond the expiry of Article 28.01 in the event of a labour dispute involving the PEA.

*This originally signed off December 8, 2004.*

**Letter of Understanding #6  
Between  
University of Victoria And the  
Professional Employees Association**

**Re: Market Adjustments**

General Intention

The parties are agreed that the University may establish a limited number of positions to which a market adjustment will be applied. The market adjustment will be supported by rationale lined to competitive labour market factors and inability to attract and/or retain individuals who meet the requirements of such positions.

Binding Process

1. The University will present any intentions to implement market adjustments to the PEA and should either party wish, the parties will discuss the application of an intended market adjustment at a special A/U meeting. Should the parties not agree to an adjustment either party may refer the matter for binding decision.
2. "Person A" will be appointed, except where they are not available in 1 week, the parties agree that "Person B" will be appointed and if they are not available in 1 week, "Person C" will be appointed.
3. The dispute resolution process will take place at UVic, unless otherwise agreed to by the parties. The hearing may be convened by teleconference.
4. The process is intended to be non-legal. No legal counsel will be used by either party. The parties are limited to 3 persons each.
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.

Other Conditions

Each position will otherwise be covered by all other terms and conditions of the Collective Agreement, including the opportunity for annual progression and/or performance adjustments.

This Letter of Understanding is without prejudice to the interpretation or application of the Collective Agreement and will not be considered a precedent in any other related circumstance that may arise during the term of the Collective Agreement or in future.

*This originally signed off September 10, 2014.*

**Letter of Understanding #7**

**Between  
University of Victoria  
And the  
Professional Employees Association**

**Re: Teleworking**

The parties agree to the implementation of a pilot teleworking program in a focused number of units as determined by the university and where the nature of the work enables implementation of teleworking with zero net impact on the effectiveness of the department operation and deliverables. The specifics of each department program may vary depending on the circumstances in that department, but in no circumstance will teleworking act as a support to dependent care or other interests extraneous to UVic operational needs. The parties agree that the effectiveness of the pilot will be reviewed prior to the expiry of this collective agreement.

*This originally signed off December 03, 2018.*

**Letter of Understanding #8**  
**Between**  
**University of Victoria**  
**And the**  
**Professional Employees Association**

**Re: Market Adjustment positions**

The following positions will, effective July 1, 2019 and for the term of the collective agreement be provided Market Adjustments consistent with LOU #6 and supported through Service Improvement Allocation funding. The actual positions allocated Market Adjustments, and the size of the adjustments themselves will fluctuate in line with operational needs and prevailing labour market forces, but will remain consistent with the approval for funding and LOU #6.

<b>Unit</b>	<b>Position Title</b>	<b>Salary Grade</b>	<b>Amount</b>
ADSV	Manager, Prospect Research	13	3,150
ADSV	Senior Development Officer	12	3,500
ADSV	Donor Relations Manager	13	3,500
ADSV	Annual Giving Manager	14	3,500
ADSV	Manager, Gift Processing	13	3,500
ADSV	Senior Development Officer	13	3,500
ADSV	Mngr,Pland Giving/Estate Admn	14	3,500
Systems	Senior Software Developer	13	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Network Analyst	14	5,700
Systems	Senior Systems Analyst	13	5,700
Systems	Team Lead, Development Services	14	5,700
Systems	Senior Technical Analyst	13	5,700
Systems	Sr Tech Analyst-Info Security	13	5,700
Systems	Sr Tech Architect & Tech Supvr	16	5,700
Systems	Senior Database Administrator	15	5,700
Systems	Senior Software Developer	13	5,700
Systems	Network Analyst	13	5,700
Systems	Senior Database Administrator	15	5,700
Systems	Senior Systems Analyst	13	5,700
Administration	Technical Manager	13	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Sr Tech/Info Security Analyst	13	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Software Developer	13	5,700
Systems	Senior Software Developer	13	5,700
Systems	Computing Technical Specialist	13	5,700
Systems	Senior Systems Analyst	13	5,700
Systems	Senior Systems Administrator	14	5,700

Systems	Senior Systems Analyst	13	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Database Administrator	15	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Media Analyst	13	5,700
Systems	Sr. Network Security Analyst	14	5,700
Systems	Team Leader - Network Services	14	5,700
Systems	Senior Systems Administrator	14	5,700
Systems	Senior Systems Analyst	13	5,700
Systems	Network Architect	14	5,700

**Letter of Understanding #9**


**Between  
University of Victoria  
And the  
Professional Employees Association**

**Re: Staff Training Initiatives**

The parties agree to a training and development program to the extent deemed necessary by the University to set up career pathing opportunities for junior staff to achieve training and skills that would allow them to transition over a period to senior Database Administrator positions and System Administrators. Necessary funds for this program will be via Service Improvement Allocation funds available after Market Adjustments have been supported.

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

Dated this 19<sup>th</sup> day of December, 2018.

  
Sam Montgomery  
Professional Employees Association

  
Steve Gorham  
University of Victoria

## Appendix 'A'

### July 1, 2019 to June 30, 2020

Grade	Floor	Job Rate	Ceiling
1	41,188	46,356	53,838
2	44,149	49,692	57,714
3	45,137	50,802	59,002
4	47,257	53,187	61,771
5	47,978	53,999	62,716
6	49,466	55,672	64,659
7	51,849	58,359	67,776
8	54,232	61,038	70,889
9	56,881	64,020	74,351
10	59,529	67,002	77,817
11	62,447	70,284	81,631
12	65,451	73,664	85,556
13	68,538	77,142	89,593
14	71,810	80,821	93,865
15	75,343	84,797	98,486
16	78,961	88,869	103,218
17	82,762	93,148	108,182
18	86,824	97,721	113,494
19	90,974	102,389	118,918
20	95,392	107,363	124,689
21	100,075	112,630	130,811
22	104,987	118,163	137,238

### July 1, 2020 to June 30, 2021

Grade	Floor	Job Rate	Ceiling
1	42,012	47,284	54,915
2	45,032	50,686	58,869
3	46,040	51,819	60,183
4	48,203	54,251	63,007
5	48,938	55,079	63,971
6	50,456	56,786	65,953
7	52,886	59,527	69,132
8	55,317	62,259	72,307
9	58,019	65,301	75,839
10	60,720	68,343	79,374
11	63,696	71,690	83,264
12	66,761	75,138	87,268
13	69,909	78,685	91,385
14	73,247	82,438	95,743
15	76,850	86,493	100,456
16	80,541	90,647	105,283
17	84,418	95,011	110,346
18	88,561	99,676	115,764
19	92,794	104,437	121,297
20	97,300	109,511	127,183
21	102,077	114,883	133,428
22	107,087	120,527	139,983

**July 1, 2021**

<b>Grade</b>	<b>Floor</b>	<b>Job Rate</b>	<b>Ceiling</b>
<b>1</b>	42,853	48,230	56,014
<b>2</b>	45,933	51,700	60,047
<b>3</b>	46,961	52,856	61,387
<b>4</b>	49,168	55,337	64,268
<b>5</b>	49,917	56,181	65,251
<b>6</b>	51,466	57,922	67,273
<b>7</b>	53,944	60,718	70,515
<b>8</b>	56,424	63,505	73,754
<b>9</b>	59,180	66,608	77,356
<b>10</b>	61,935	69,710	80,962
<b>11</b>	64,970	73,124	84,930
<b>12</b>	68,097	76,641	89,014
<b>13</b>	71,308	80,259	93,213
<b>14</b>	74,712	84,087	97,658
<b>15</b>	78,387	88,223	102,466
<b>16</b>	82,152	92,460	107,389
<b>17</b>	86,107	96,912	112,553
<b>18</b>	90,333	101,670	118,080
<b>19</b>	94,650	106,526	123,723
<b>20</b>	99,246	111,702	129,727
<b>21</b>	104,119	117,181	136,097
<b>22</b>	109,229	122,938	142,783

## Appendix 'B'

### **MANAGEMENT AND CONFIDENTIAL EXCLUSIONS**

Please refer to the Human Resources website: <https://www.uvic.ca/hr> or the Professional Employees Association website <https://www.pea.org> for an up-to-date listing of Management Excluded positions.

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

## Appendix 'C'

### **LIST OF ARBITRATORS**

Colin Taylor  
Judy Korbin  
John Hall  
Joan Gordon

*This originally signed off November 21, 2018.*

## **Appendix 'D'**

### **DEFINITIONS**

#### **Service**

Service of a staff member is defined as continuous service as an employee of the University, including contiguous term appointments, contiguous term and regular appointments, and appointments to positions other than Administrative and Academic Professional. Leave of absence with pay or partial pay shall be counted as service. Leave of absence without pay and any time during which a staff member is subject to recall pursuant to Article 26.04 shall not be counted as service but shall not break the continuity of the service record. Except for vacation, service for part-time staff members shall be pro-rated on the basis of full-time equivalency. Contiguous appointments shall include regular appointments interrupted by scheduled layoffs.

#### **Staff Member**

For the purposes of this agreement a staff member is a member of the PEA bargaining unit.

#### **Regular Staff Member**

A Regular staff member is a staff member who holds a regular appointment as set out in Article 5.01.

#### **Term Staff Member**

A term staff member is a staff member who holds a term appointment as set out in Article 5.01.

#### **Probationary Staff Member**

A probationary staff member is a staff member who holds either a term or a regular appointment subject to probation as set out in Article 5.02.

#### **Full-Time Staff Member**

A full-time staff member is a staff member who holds a full-time term or regular appointment and whose work schedule shall average thirty-five (35) hours per week over the course of a year as set out in Articles 5.01 and 10.02.

#### **Part-Time Staff Member**

A part-time staff member is a staff member who holds a part-time term or regular appointment and whose work schedule averages less than thirty-five (35) hours per week over the course of a year as set out in Articles 5.01 and 10.02.