

MAY 2026

Comprehensive Report

on the tentative agreement reached between the **Professional Employees Association (PEA)** and the **University of Victoria (UVic)**.

P|E|A

BC's Union for Professionals

This document encompasses the complete settlement package as reached on May 11, 2026, to be unanimously recommended by both bargaining committees to their respective principals for ratification. Unless previously agreed to, all other proposals by either the PEA or the University are deemed withdrawn on a without prejudice basis.

Bargaining Note: As a consequence of this housekeeping exercise, many references to article numbers in the Collective Agreement will need to be renumbered. The University and the PEA will work together at the time of production of the new Collective Agreement to ensure renumbering is captured correctly throughout each provision and letter of understanding (LOU).

Additions are identified in **bold**

Deletions are identified by ~~striketrough~~

Errors and omissions excepted

Minor amendments to reflect the intent of the parties may occur subject to good faith discussion

LAND ACKNOWLEDGEMENT

Add the University's updated Territory Acknowledgement into the new Collective Agreement, on a separate page immediately following the cover page, to read:

We acknowledge and respect the Lək'wəŋən (Songhees and X^wsepsəm/Esquimalt) Peoples on whose territory the university stands, and the Lək'wəŋən and WSÁNEĆ Peoples whose historical relationships with the land continue to this day.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

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, **a brief summary of the nature of the grievance** 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.

9.06 Appointment of Arbitrators

- (a) The parties ~~agree to maintain a list of not fewer than three (3)~~ **shall mutually acceptable agree to select** 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 **Appendix C** 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.

ARTICLE 10 - WORK SCHEDULING

10.01 (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, **they may formally request a rationale and shall receive a response from the supervisor in writing.** 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).

ARTICLE 12-VACATION

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. **When an employee scheduling request is denied, the employee may formally request a rationale in writing and shall receive a response from the supervisor in writing.**

When a staff member is hospitalized or has a severe illness or injury during their vacation, there shall be no deduction from the vacation entitlement. A staff member intending to claim displaced vacation leave must advise their supervisor as soon as possible.

ARTICLE 26- LAYOFF

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 **email** address **and they will be notified by telephone**. It shall be the responsibility of the staff member to keep the University's **Human Resources Department Associate Vice President of Human Resources** ~~(or designate)~~ informed of their current **email** address **and telephone number**. 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 **Human Resources Department 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.

Appendix 'C'

LIST OF ARBITRATORS

Jacqueline deAguayo

Corinn Bell

Toni Baharrel

James Dorsey

John Hall

Najeeb Hassan

~~Joan Gordon~~

KomlKandola

Alison Matacheskie

Brett Matthews

Julie Nichols

Randy Noonan

Arne Peltz

Ken Saunders

This originally Signed off on ~~April 1, 2022~~ {NEW DATE}.

LETTERS OF UNDERSTANDING

LOU#1 Clarification of Days of Holiday Closure - *Renew*

LOU#2 Patent and/or Copyright - *Renew*

LOU#3 Intent of the Language of Article 5.03 - *Renew*

LOU#4 Counselling and Animal Care Services During Labour Disputes - *Renew*

LOU#7 Job Evaluation and Salary Structure Update - *Renew*

~~LOU#9 Cost of living Adjustments~~ *Fall away*

~~LOU#10 Flexible Health Spending Account~~ - *Fall away*

~~LOU#11 Professional Development Expense Account~~ - *Fall away*

~~LOU#13 Alternative Dispute Resolution~~ - *Fall away*

Letter of Understanding #12

Between University of Victoria And the Professional Employees Association

Re: Right of Representative at Disciplinary Meetings

Further to Article 7.03 - Notice of Disciplinary Meeting/Right of Representation and the right of a staff member to have an Association Representative present in an investigation meeting that may result in discipline, the PEA may request to include a second PEA chapter executive member or a PEA local representative as an additional resource to better support equity, diversity, **accessibility**, and inclusion. Requests will not be unreasonably denied. No undue delay shall result from the unavailability of such representation. This additional representation shall be considered union leave and will be funded by the PEA and remitted to the department.

NEW Letter of Understanding #XX Between

University of Victoria And the Professional Employees Association

Re: Workload Consultation and Adjustment

The workload assigned to each staff member shall be reasonable and consistent with the normal requirements of the position, considering the complexity of tasks, deadlines, available resources and the flexibility in the hours of work as outlined in Article 10- Work Scheduling.

The University will honour its obligations under Article 21.06 Temporary Assignment. It is recognized that from time to time a staff member will be required to perform all, or the principal duties, of a position with a higher Ceiling if the work assigned is for twenty (20) working days or less.

If a staff member considers their workload to be excessive or unmanageable, the staff member may request a consultation meeting with their immediate supervisor to discuss workload issues. The staff member and supervisor will review work tasks, priorities, and goals with the intention of identifying relevant work adjustments and supports.

If the matter is not resolved, the Association may seek to resolve the issue through the grievance procedure under Article 9.

NEW Letter of Understanding #XX COUNTER PROPOSAL

Between University of Victoria And the Professional Employees Association

Re: Indigenous Citizenship Declaration

A staff member required to demonstrate their Indigenous citizenship under the University Indigenous Citizenship Declaration Policy or Procedures will receive reimbursement for reasonable costs incurred. Costs will be minimal and may include reasonable administrative fees for government-issued certificates, notarized documents, printing, or photos for status cards/citizenship card applications. If there is a demonstrated and reasonable need to be absent from work to fulfill the requirements of the Indigenous Citizenship Declaration, requests for time off with pay will be reviewed and/or approved by the supervisor.

University of Victoria Counter Proposal to Professional Employees Association (PEA)

ARTICLE 1.10 - Joint University/ Association Business

(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 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.

Subject to mutual agreement between the parties and with a reasonable amount of notice provided to the departmental leader, the Chairperson may be placed on partial or full leave of absence from their regular-job duties while they solely perform Association Business. All work performed on book off leave shall be considered time worked.

The Association will transfer to the University an amount equal to 50% of salary and benefits for the duration of the leave from their regular job duties on a monthly basis.

University of Victoria Counter Proposal to Professional Employees Association (PEA)

ARTICLE 18- PERSONNEL BENEFITS

18.01 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) **The University will make a one-time payment towards the Extended Health Plan deficit amounting to \$100,000 effective July 1, 2025. Followed by a second-time payment of \$250,000 effective July 1, 2026. Followed by a third-time payment of \$100,000 effective July 1, 2027.**
- e) **Effective July 1, 2026. the coverage for clinical psychology/counselling will increase from \$1,500 to \$1,750.**
- f) **Effective July 1, 2026, the coverage for Plan-C Orthodontics (85%) to a lifetime maximum will increase from \$5,000 to \$6,000.**
- g) **Effective July 1, 2026, the coverage for hearing aids will increase from \$900.00 per person, per five (5) calendar years to \$900.00 per person, per ear, per five (5) calendar years.**

University of Victoria Proposal to Professional Employees Association (PEA)

ARTICLE 21 - SALARY

21.01 Progression Adjustments **Effective July 1, 2028.**

Salary step progression adjustments are based on a combination of satisfactory performance and service

in a position:

- 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 salary step** Progression Adjustments ~~of 3.25% of actual salary~~, **but in no case will this result in a salary higher than the Ceiling.**
- ~~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 Progression Adjustment of 2.25%, but in no case will this result in a salary higher than the Ceiling.~~
- In cases of clearly documented unsatisfactory performance as outlined in Article 6.02, staff members may receive a **pro-rated-salary step** Progression Adjustment, or it may be withheld.

Effective July 1, 2026

- **New** staff members with less than a full year's service **at the University** in the preceding 12-months, ~~will~~ **may** receive pro-rated Progression Adjustments without prejudice to any probationary review or other performance assessments.
 - **New staff members hired between July 1 and October 31 will receive a full salary step Progression Adjustment the following July 1.**
 - **New staff members hired between November 1 and June 30 will receive a prorated step increase on their first July 1. The proration will be calculated as follows: number of months worked divided by 12 multiplied by 3.25%.**
 - **On the second July 1, based on satisfactory performance new staff members will receive a two-step, salary step Progression Adjustment but in no case will this result in a salary higher than the Ceiling.**

21.05 Salary Adjustment on Lateral Transfer

Effective July 1, 2027

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 **one step**~~3%~~ above the current salary, based on the University's assessment of the staff member's qualifications and experience, whichever is greater.

21.07 Salary Adjustment on Promotion or Position Re-evaluation

Effective July 1, 2027

When a staff member is appointed to a position upon promotion 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, the staff member's salary shall be adjusted as follows:

(a) ~~Effective January 1, 2023,~~ The staff member's salary shall be placed at the floor of the new range, **or the closest salary step to ten percent (10%)** above the staff member's present salary, whichever is greater, but in no case beyond the Ceiling of the new range.

~~(b) Upon position re-evaluation, under Article 19 - Job Evaluation resulting in a job rating at a higher salary range, the staff member's salary shall be adjusted as follows:~~

~~If the staff member's current salary is below the Job Rate of the higher range, they will be placed at the floor of the higher range or a minimum ten percent (10%) adjustment, whichever is greater. If the 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 the staff member's salary shall be increased by a minimum of three percent (3%), whichever is greater. If the staff member's current salary is at or 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.~~

~~Please also see LOU 6 Re: Job Evaluation and Salary Structure for when Article 21.07 b) does not apply.~~

b) Upon position re-evaluation, under Article 19 - Job Evaluation resulting in a job rating at a higher salary range, the staff member's salary shall be adjusted as follows:

i. Current salary is less than the Job Rate of the higher range

If the staff member's current salary is below the Job Rate of the higher range, they will be placed at the closest salary step to ten percent (10%) above the staff member's current salary.

If the 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 the staff

member's salary shall be increased to the closest salary step to three percent (3%), whichever is greater.

ii. Current salary is equal to or greater than the Job Rate of the higher range

If the staff member's current salary is at or above the Job Rate of the higher range, they will be placed at the closest salary step to three percent (3%) above the staff member's current salary, but in no case beyond the Ceiling of the higher range.

Please also see LOU 7 Re: Job Evaluation and Salary Structure Updates for when Article 21.07 b) does not

Bargaining explanation: The Article 21 terms ratified in 2022 will carry on unchanged until the established effective dates come into effect as outlined above.

University of Victoria Proposal to Professional Employees Association (PEA)

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, **2025** ~~2022~~ through June 30, **2029** - ~~2025~~. 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.

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

Re: Remote Hybrid Flex Work Arrangements

A Hybrid Flex work arrangement is a combination of working on campus and working from home (previously referred to as Remote Work Arrangements). Scheduling may be fixed or flexible depending on the operational needs of the department.

Staff members may request the option to work a **Hybrid Flex arrangement** remotely in accordance with the University's ~~Remote Work Framework~~ and **Flexibility Framework** Principles. The principles of ~~Remote Work Arrangements (RWA)~~ are as follows:

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

Decisions to approve ~~RWAs~~ **Hybrid Flex work arrangements** are made by the supervisor(s)/excluded manager in accordance with the **Flexibility Framework** and Principles and will not be made in a manner that is arbitrary, discriminatory or in bad faith and requests shall not be unreasonably denied. **The reason(s) for a denial will be provided to the staff member by request. Hybrid Flex Arrangements may end with 3 months' notice.**

If there is a dispute, 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).

Renew 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.

University of Victoria Counter Proposal to Professional Employees Association (PEA)
Letter of Understanding #XX

Re: Professional Development Expense Account

The University will make a one-time payment of \$250 into each regular appointment and term appointment who has completed one (1) continuous year of service, within the academic year of a term appointment, into each staff members Professional Development Expense Account, which is described in the Professional Development Expense Policy for PEA Staff. University Policy No: HR6420, effective July 1, 2025.

The University will increase the annual amount of the Professional Development Expense Policy from \$250 to \$500 effective July 1, 2026.

University of Victoria Proposal to Professional Employees Association (PEA)

Letter of Understanding #XX

Re: PEA Scholarship Endowment _____

The University will make a one-time payment of \$200,000 towards the PEA Scholarship Endowment effective the date of ratification.

Between University of Victoria And the Professional Employees Association

Letter of Understanding #XX

Re: Improvements to Service Delivery and Working Conditions

In alignment with the enhanced Balanced Measures Mandate the parties agree to apply supplemental funding to support service delivery improvements and improvement to working conditions.

The following PEA term positions will become regular positions effective July 1, 2026.

- **Manager, Scheduling & Assessment in OREM**
- **Coordinator, Accommodated Assessment in OREM**
- **Sexualized Violence Educator in OSL**
- **Supervisor, Assessment Program in CAL**
- **Coordinator, Interpreting and Transcribing Programs in CAL**

Staff positions established under this Letter of Understanding will result in a permanent gain to the bargaining unit. The University agrees to consult with the Association in good faith before any change to the status of these positions and recognize that any change must result in no loss to the bargaining unit.

University of Victoria Proposal to Professional Employees Association (PEA)

Appendix 'A' Salary Schedule

July 1, 2025	3.0% General Wage Increase (GWI)
July 1, 2026	3.0% GWI
July 1, 2027	3.0% GWI
July 1, 2028	3.0% GWI

The provisions of this Collective Agreement apply to current employees and those employees who retired during the period from July 1, 2025 to the date of ratification. GWIs will be retroactive to July 1, 2025.

**University of Victoria Counter Proposal to Professional Employees Association (PEA)
Letter of Understanding #XX**

Re: Appendix 'A' Salary Schedule Amendment

On July 1, 2027 the salary schedule listed in Appendix 'A' of this agreement will be amended to support the recruitment and retention of its staff members. The salary schedule will maintain the number of salary grades (1-22) and will include ten (10) salary steps for each salary grade with a Job Floor (Step 1), Job Rate (Step 4) and Job Ceiling (Step 10) of the salary range.

Each staff member will be placed at the closest salary step to their current base salary placement. effective July 1, 2027. No staff member will be placed at a lower salary level.

Bargaining explanation: The order in which salary adjustments will occur starting on July 1, 2025 up to July 1, 2028 is as follows:

- 1. July 1, 2025 a 3.0% GWI.**
- 2. July 1, 2026 a 3.0% GWI.**
- 3. July 1, 2027 a 3.0% GWI, followed by placement onto the amended Appendix 'A' Salary Schedule.**
- 4. July 1, 2028 a 3.0% GWI, followed by the implementation of NEW Article 21.01- Progression Adjustments.**

COMMITMENT LETTER - Artificial Intelligence (AI)

The University supports the use of AI in transparent, responsible, ethical and equitable ways to allow for improvements to workplace operations. The University's use of AI tools will align with existing policies, standards and professional expectations. As AI tools are gradually introduced into workplace practices, individual employees will continue to be recognized for their expertise and be responsible for their work.

The parties recognize the importance of building strong and clear policies to ensure the gradual introduction of AI into the workplace is responsible and transparent with regard to labour relations.

The University continues to honour its commitments made in Article 24-Technological Change and Article 23-Job Security and Contracting Out. In addition to these commitments the University will do the following:

1. **Govern Responsibly** - The University will consult with the Association when reviewing and updating existing and future AI policies and procedures to ensure the responsible and transparent use of AI.
2. **Protect Privacy Surveillance Monitoring Protections** - The University will conduct any required Privacy Impact Assessments and technical approval processes and disclose any future use of surveillance systems of staff member work to the Association. The University will seek agreement from the Association before AI, or any surveillance software, is used to evaluate work performance or work productivity.
3. **Safeguard Employment** - Staff members shall not be subject to Article 26 - Layoff due to the sole adoption of AI systems without prior negotiation of an adjustment plan agreement with the Association.

Due to the evolution of Artificial Intelligence and its potential impact on workplace practices, this commitment letter will expire with the July 1, 2025, to June 30, 2029, Collective Agreement. The parties agree to revisit and update this commitment letter in the next round of collective bargaining.

Agreed this 11th----- day of May, 2026.

For PEA

Stephen Portman

Sandra Guerreiro



Ori Grandt

Sonam Dema



Kalenne Heikkila

Emily Arvay

For the University:


Vanessa Cartwright


Laurie Mitchell



Garry Sagert



Andrea Giles



Rosemary Mccutcheon

Alan Jordan