

# **AGREEMENT BETWEEN**

**University Of Victoria**



And the

**Canadian Union of Public Employees  
LOCAL 4163 (Component 1 & 2)**



**September 1, 2019 - August 31, 2022**



## Table of Contents

### MASTER

ARTICLE 1 - PURPOSE.....	1
ARTICLE 2 - UNION RECOGNITION .....	1
2.01 Union Recognition .....	1
2.02 Exclusions .....	1
2.03 No other Agreements .....	1
2.04 Union Representation.....	2
ARTICLE 3 - UNION DUES AND INFORMATION .....	2
3.01 Dues Check-off.....	2
3.03 Notice of Changes .....	2
3.04 Forwarding Dues .....	2
3.05 T-4s .....	2
3.06 Indemnification .....	3
3.07 Information.....	3
ARTICLE 4 - UNION FACILITIES.....	4
4.01 Bulletin Boards .....	4
4.02 Campus Mail.....	4
4.03 Room Bookings .....	4
ARTICLE 5 - MANAGEMENT RIGHTS .....	4
ARTICLE 6 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY, AND OTHER COMPLAINTS .....	4
6.01 Discrimination Defined.....	4
6.02 Sexual and Personal Harassment .....	5
6.03 Employment Equity.....	6
6.04 Other Complaints or Concerns.....	6
ARTICLE 7 - LABOUR MANAGEMENT RELATIONS .....	6
7.01 Labour Management .....	6
7.02 Collective Bargaining.....	7
ARTICLE 8 – DISCIPLINE.....	7
8.01 Just Cause.....	7
8.02 Progressive Discipline .....	7
8.03 Union Representation.....	7
8.04 Disciplinary Record.....	8
ARTICLE 9 - SENIORITY .....	8
ARTICLE 10 - COMPLAINTS AND GRIEVANCES.....	9
10.01 Definition of a Grievance .....	9
10.02 Union May Institute Grievance .....	9
10.03 Policy Grievance.....	9
10.04 Recognition of Union Stewards, Representatives and Grievance Committee. .....	9
10.05 Carrying out Duties.....	9
10.06 Grievance Procedure.....	9
10.07 Time Limits .....	10
10.08 Employees May be Present.....	10
10.09 Priorities.....	11
10.10 Location of Grievance Meetings .....	11
10.11 Technical Objections to Grievance.....	11

ARTICLE 11 - ARBITRATION .....	11
11.01 Composition of Board of Arbitration.....	11
11.02 Failure to Appoint .....	11
11.03 Decision of the Arbitrator .....	11
11.04 Disagreement on Decision .....	11
11.05 Expenses of the Arbitrator .....	12
11.06 Amending of Time Limits .....	12
11.07 Witnesses .....	12
ARTICLE 12 - PICKET LINES .....	12
12.01 Right to Refuse .....	12
12.02 Work of Employees on Strike or Locked Out.....	12
ARTICLE 15 - TECHNOLOGICAL and/or ORGANIZATIONAL CHANGE .....	12
15.01 Definition/Notice .....	12
15.02 Consultation.....	13
15.03 Change Which Affects a Small Number of Employees.....	13
ARTICLE 16 - HOLIDAYS, VACATIONS, AND BENEFITS .....	13
16.01 Statutory Holidays .....	13
ARTICLE 17 – LEAVE [For Res Life staff, see instead the Res Life Appendix] .....	14
17.01 Leave Provisions .....	14
17.02 Short Term Leave ( <i>Four (4) Weeks or less</i> ) .....	14
17.03 Compassionate Leave.....	14
17.04 Leave for Court Appearances.....	14
17.05 Maternity/Parental Leave.....	14
17.12 Maternity/Parental Leave.....	15
17.13 Sick Leave .....	15
17.14 Long Term Leave Without Pay .....	16
17.16 Union Leaves.....	16
ARTICLE 18 - JOB CLASSIFICATIONS [For Res Life staff, see instead the Res Life Appendix]	
.....	17
18.01 Job Classification Descriptions.....	17
ARTICLE 19 - HEALTH AND SAFETY.....	17
19.01 Cooperation on Safety .....	17
19.02 Safety Committee .....	17
19.03 Proper Training .....	18
19.04 Protective Clothing and Equipment .....	18
19.05 Work Hazards .....	18
19.06 Investigation of Work Situations .....	18
19.07 Transportation of Accident Victims .....	18
ARTICLE 20 - GENERAL CONDITIONS.....	19
20.01 Facilities [For Res Life staff, with respect to 20.01 only, see instead the Res Life Appendix] .....	19
20.02 Mailbox .....	19
20.03 Record of Employment .....	19
ARTICLE 21 - CORRESPONDENCE.....	19
21.01 Procedures .....	19
21.02 Non-Binding Communications .....	19
ARTICLE 22 - EMPLOYEE RECORDS AND PERFORMANCE REVIEWS .....	20
22.01 Employee Files .....	20
22.02 Performance Review .....	20
ARTICLE 23 - INDEMNITY.....	20
ARTICLE 24 - WAGES, DEDUCTIONS AND REIMBURSEMENTS.....	21

24.01	Schedules.....	21
24.02	Deductions.....	21
24.03	Reimbursement for Use of Personal Vehicle on University Business .....	21
ARTICLE 25 – TRAINING [For Res Life staff, see instead the Res Life Appendix] .....		21
ARTICLE 29 - TERM OF AGREEMENT .....		21
29.01	Term of Agreement.....	21
LETTERS OF UNDERSTANDING .....		23
#1	Work of the Bargaining Unit .....	23
#2	Employee Input .....	23
#3	Article 2.02 Exclusions .....	23
#4	Article 17.13 (c) Sick Leave for Employees working in Appointments of less than three months and/or less than half-time.....	24
APPENDIX 'C' DEFINITIONS.....		25
<b>TA APPENDIX.....</b>		<b>27</b>
3.02	Orientation .....	27
3.08	Orientation Forms .....	27
6.05	Academic Harm .....	27
9.01	Seniority.....	27
13.01	Postings.....	27
13.02	Appointment Procedures .....	29
13.03	Probation .....	30
14.01	Hours of Work, Scheduling, Rescheduling Definitions .....	30
14.02	Work Week .....	31
14.03	Work Schedule and Review .....	31
14.04	Breaks .....	33
14.05	Limits on Split Shifts .....	33
14.06	Maximum Daily Hours .....	33
14.07	Conflict with Employee's Academic Schedule .....	33
16.02	Vacations.....	34
16.03	Group Benefit Plans .....	34
17.07	Parental (Including Adoption) Leave .....	35
17.14	Long Term Leave Without Pay .....	36
24.04	Pay Step Movement .....	36
26.01	Layoff of Employees from Positions Designated For Students.....	36
26.02	Layoff of Employees in Positions That Are Not Designated For Students..	37
26.03	Recall Period .....	37
	Salary Schedule.....	38
APPENDIX A .....		38
Appointment Priority Policy for Specialist Instructional (CUPE 4163) Positions .....		38
APPENDIX B - LETTERS OF UNDERSTANDING .....		41
#TA1	Article 13, Appointment Procedures .....	41
#TA2	Leave for Academic Requirements .....	42
#TA3	Conference Award Fund.....	42
#TA4	Article 13.01(j) Posting for Additional Positions .....	43
#TA5	Procedure for Establishing Initial Job Classification Descriptions .....	44
#TA6	Hardship Support Fund .....	44
#TA7	Prep Time .....	45
APPENDIX 'D' .....		46
Orientation Form.....		46
APPENDIX 'E'.....		46

Sample Checklist of Assigned Duties and Approved Work Schedule .....	46
<b>NON-STUDENT APPENDIX .....</b>	<b>48</b>
28.01 Preamble .....	48
3.02 Orientation .....	48
3.08 Orientation Forms .....	48
14.04 Breaks .....	48
14.05 Limits on Split Shifts .....	49
16.02 Vacations .....	49
26.02 Layoff of Employees in Positions that are Not Designated for Students ..	499
26.03 Recall Period .....	49
28.02 Long Service Non-Student Employees.....	49
28.03 Other Non-Student Employees.....	51
LETTERS OF UNDERSTANDING .....	51
#NS1 COUS non-student employees .....	51
<b>ELC and FLP APPENDIX .....</b>	<b>52</b>
3.02 Orientation .....	52
9.02 Employee Definitions and Seniority for Second Language Teachers.....	52
13.04 Postings of Vacant Second Language Teacher Positions.....	53
13.05 Reappointment of Second Language Teachers .....	54
13.06 Probation .....	56
14.08 Work Week .....	57
16.02 Vacations.....	58
16.04 Group Benefit Plans- Regular Sessional Employees .....	59
16.05 Group Benefit Plans –Term Employees .....	60
17.08 Maternity Leave .....	60
17.09 Parental (Including Adoption) Leave .....	61
17.10 Maternity/Parental Leave Supplementary Benefit .....	61
17.11 Maternity/Parental Leave – Other Conditions.....	62
17.14 Long Term Leave Without Pay .....	64
17.15 Session Out for Second Language Teachers.....	64
17.17 Seniority accrual and pay step advancement while on approved leaves ...	65
24.04 Pay Step Movement .....	65
25.02 Professional Development Funds for Second Language Teachers.....	65
26.04 Appointments Cancelled During First Two Weeks Of Program Where Second Language Teachers Have Commenced Work.....	66
26.05 Unanticipated Layoff Following First Two weeks Of Program .....	67
26.06 Pre-Layoff Canvass.....	67
26.07 Severance Pay .....	67
Salary Schedule .....	68
LETTERS OF UNDERSTANDING .....	69
#ELC1 Articles 16.03 (a); 16.04 (a) and (g).....	69
#ELC2 Substitute Teachers.....	69
#ELC3 Teacher Movement.....	70
#ELC4 Notice to Drop Programs .....	71
#ELC5 Preparation Time During Statutory Holidays .....	71
#ELC6 Part time work pre-retirement .....	72
#ELC7 Regular Sessional Teacher in the English Language Centre converting to Term Status (Article 9.02(b)).....	73
#ELC8 Regular Sessional Employees in the English Language Centre converting	

to Half-Time Status for up to 2 years (Article 13.05) .....	74
#ELC9 Conference Award Fund.....	75
<b>CULTURAL ASSISTANTS APPENDIX .....</b>	<b>76</b>
3.02 Orientation .....	76
16.02 Vacations Pay .....	76
24.04 Pay Step Movement .....	76
26.01 Layoff Of Employees From Positions Designated For Students .....	76
26.03 Recall Period.....	76
27.01 Work Scheduling, Breaks, & Overtime.....	77
27.02 Probationary Period .....	77
27.03 Mid-Term Review .....	78
27.04 Seniority .....	78
27.05 Cultural Assistant Movement Once a Program Has Begun .....	78
27.06 Cultural Assistants and Student Status.....	78
Salary Schedule.....	79
<b>LETTERS OF UNDERSTANDING .....</b>	<b>79</b>
#CA1 Sick Leave for Cultural Assistants.....	79
#CA2 Professional Development Awards for Cultural Assistants.....	80
<b>RESIDENCE LIFE APPENDIX.....</b>	<b>81</b>
<b>ARTICLE 13.....</b>	<b>81</b>
13.07 Returning Leaders/SCAs .....	81
13.08 Posting and Appointment.....	81
<b>ARTICLE 14.....</b>	<b>81</b>
14.09 Term/Breaks/Days of Rest.....	81
14.10 Hours of Work .....	82
14.11 Reading Breaks .....	82
<b>ARTICLE 17.....</b>	<b>82</b>
17.18 Academic Leave .....	82
17.19 Union Leaves .....	83
17.20 Pregnancy/Parental/Adoption Leaves.....	83
17.21 Sick Leave .....	83
17.22 Compassionate Leave .....	83
17.23 Short Term Leave without Pay (up to 4 weeks) .....	83
17.24 Leave for Court Appearances .....	84
17.25 Leave for Coop and Exchange.....	84
<b>ARTICLE 18.....</b>	<b>84</b>
18.02 Job Descriptions .....	84
<b>ARTICLE 20.....</b>	<b>85</b>
20.04 Consultation and Communication .....	85
<b>ARTICLE 25.....</b>	<b>85</b>
25.01 Summer Training Hours.....	85
<b>LETTER OF UNDERSTANDING.....</b>	<b>86</b>
#RL1 Residence Life Leaders.....	86

## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union, so that efficient University operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to employees within the scope of the bargaining unit.
- 1.02 Both parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either party.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01 Union Recognition**

The University recognizes the Canadian Union of Public Employees Local 4163 as the sole and exclusive bargaining agent and representative for the employees of the University of Victoria for whom they have been certified by the Labour Relations Board of British Columbia.

### **2.02 Exclusions**

- (a) Persons represented by other certified bargaining units.
- (b) Persons excluded by the Labour Relations Code of British Columbia (RSBC 1996, c. 244) or by written agreement of the Parties).
- (c) Consistent with the bargaining unit certification, all Post-Doctoral Fellows, Research Fellows and Research Associates whose positions are funded entirely from external research grants. Individuals whose salaries are paid in whole or in part from University operating funds will be also be excluded unless the number of such positions exceeds two percent of the bargaining unit membership. In that event, exceptions will require written agreement of the parties.
- (d) It is understood that persons working in positions within the scope of this bargaining unit who also perform work of an exclusionary nature as defined above (e.g. grant- funded Research Assistants, Post-Doctoral Fellows) are included in the bargaining unit for their work in a bargaining unit position only.
- (e) The University undertakes not to assign University work that is within the scope of the bargaining unit to grant-funded persons whose jobs are not in the bargaining unit, except in cases agreed on in writing between the Parties.

### **2.03 No other Agreements**

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



## 2.04 **Union Representation**

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors to the Union when dealing or negotiating with the University.

## **ARTICLE 3 - UNION DUES AND INFORMATION**

### 3.01 **Dues Check-off**

The Union, on behalf of all employees within the bargaining unit, authorizes the University to deduct and pay out of the wages and or salary due to the employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

It is understood that dues and assessments will be either a flat dollar amount or a percentage of salary, and that the University will not deduct initiation fees for employees with an existing employee number. Only employees hired for the first time in the bargaining unit will be deducted the initiation fee. The deduction methods set out in this article are subject to the Union Constitution.

It is recognized that some employee's deductions may be missed on their first payroll due to payroll deadlines. The University will make every effort to minimize this; however, the University will not be held responsible if some dues are missed in these circumstances. The Union will be provided the required information to recover missed dues directly from employees [see Article 3.03 and 3.06(c)]. All employees will be members of the Union.

### 3.03 **Notice of Changes**

The Union will inform the University in writing, with a minimum of two months' notice, of any change in the amount of initiation fees, regular dues and assessments to be deducted, and the University will deduct at the rate for which it has received most recent notice.

### 3.04 **Forwarding Dues**

Deductions will be forwarded to the Treasurer of the Union, or electronically transferred to the Union's account, not later than the fifteenth (15th) of the month following the month for which the deduction was made, accompanied by a detailed list of names of all employees in the bargaining unit and their employee numbers, job classification(s), department, amount of dues deducted and amount of earnings. Where technical problems arise and the University is unable to forward these deductions by the agreed date, the University will provide an interim payment so that the Union can meet the requirements of its Constitution. As soon as possible thereafter, the University will make the necessary adjustments and finalize the dues payment and report noted above.

### 3.05 **T-4s**

The University will indicate the monthly deduction of dues on each employee's pay notification and will report on the employee's T4 slip the total union dues deducted during the previous year.

### 3.06 **Indemnification**

The Union will indemnify and save the University harmless from all and any claims which may be made against it by an employee or employees, for amounts deducted from pay as provided in this Article.

### 3.07 **Information**

[Note: It is understood that where possible, reports in this article will be supplied electronically].

- (a) The University agrees to inform all applicants for employment in the bargaining unit (either in the written offer of employment or on a posting) that the Union represents the bargaining unit and that a Collective Agreement is in effect.
- (b) The University agrees to provide the Union, either prior to or by the fifth (5th) week of each academic term, (or upon reasonable request), with a listing alphabetically by department and by classification of the names, phone numbers, emails, mailing addresses and student status (graduate, undergraduate or none) of bargaining unit members, unless an employee specifically requests otherwise to be excluded from the listing. The listing will also include the appointment hours of the bargaining unit members. For Component 1 members this listing will include the hours of appointment.
- (c) The University also agrees to provide employees with a copy of this Agreement upon commencement of their employment. The cost of printing the Agreement will be shared equally between the University and the Union. The number of copies printed will be determined through mutual agreement of the parties.
- (d) The University will provide the Union, no later than the fifteenth (15th) of each month, with a report of employees paid by time sheet who have worked in the previous month, indicating name, hours worked, department and whether union dues were paid.
- (e) The Union will provide the University with the name, department, email and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually, by October 31st and such changes thereafter as they occur.
- (f) The University will provide the Union with the names, departments, email and telephone numbers of the academic and/or administrative departmental contact for all members of the bargaining unit by October 31st each year.

## **ARTICLE 4 - UNION FACILITIES**

### **4.01 Bulletin Boards**

The University will provide space on a bulletin board in each Department where members of the bargaining unit are employed and such space will be designated as CUPE 4163 space. The Union will have the exclusive right to use this space to convey information to employees.

### **4.02 Campus Mail**

The University agrees to permit the Union the use of Campus Mail facilities for business pertaining to the Union and in order that all members of the bargaining unit be kept well-informed of Union meetings. All postage for metered mail must be supplied by the Union. For purposes of greater certainty, the University agrees to distribute notification of Union meetings provided by the Union to members of the bargaining unit through Campus Mail.

### **4.03 Room Bookings**

The University will permit the Union to book University rooms through Non-Academic Bookings for business meetings of the Union at no cost.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The right to manage operations and to direct employees is retained exclusively by the University except as this Agreement otherwise specifies.

## **ARTICLE 6 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY, AND OTHER COMPLAINTS**

### **6.01 Discrimination Defined**

- (a) The Parties agree to abide by the Human Rights Code of British Columbia (RSBC 1996, c. 210), its spirit, and intent, as it relates to employment of members of the bargaining unit.
- (b) The University and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the bargaining unit in their employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the employee, or because that employee has been convicted of a criminal or summary conviction offence that is unrelated to their employment, or by reason of any other prohibited grounds contained in the British Columbia Human Rights Code, nor by reason of membership in a trade union. It is understood that “personnel benefit programs” may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

## 6.02 Sexual and Personal Harassment

- (a) The Union and the University recognize the right of bargaining unit members to work and learn in a work environment free from sexual and personal harassment.
  - (i) The University Harassment Policy and Procedures are accessible to all members of the university community and the Office of Equity and Human Rights is available to all employees in the bargaining unit. Nothing in the Harassment Policy and Procedures bars employees from claiming their rights under other procedures whether available at law or under this Agreement.
- (b) The parties agree to the following guidelines in the event of a harassment complaint affecting any employee in the bargaining unit:
  - (i) Complaints of harassment may be dealt with, in the strictest confidence permissible under the law, as an informal complaint under the University Discrimination and Harassment Policy or as a formal complaint through a grievance under Article 10 of the grievance procedure. Article 7 or any other procedures 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 grievance procedure under Article 10. The Equity & Human Rights Office will inform an employee that Union representation is available.
  - (ii) Where an employee wishes to pursue a formal complaint, the Union will process the complaint as a grievance under Article 10 of the Agreement. As an alternative, the formal complaint process of the University Discrimination and Harassment Policy or any other procedure acceptable to all concerned may be used and by agreeing to such an alternative, all parties agree to waive their right to file a grievance. All employees will be entitled to union representation during the process they have decided to use and the union will draft an advisory of such to the Equity Office to provide to the employee.
  - (iii) Where an employee is a respondent to a complaint of harassment beyond the informal stage of either the Harassment Policy or another collective agreement, the Union will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Union for representation throughout any proceedings.
  - (iv) These guidelines may be modified, as circumstances warrant by written agreement of the parties and the employee(s) involved in any complaint.

### 6.03 **Employment Equity**

- (a) The University and the Union hereby acknowledge, recognize and support the employment equity program at the University of Victoria. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with this Agreement unless mutually agreed between the parties.
- (b) Where a preferential or limited hiring is requested that affects employees covered by the certification of the Union, the request will be referred to the bargaining principals for approval.

### 6.04 **Other Complaints or Concerns**

The University and the Union agree to co-operate in a timely manner to resolve complaints of behaviour, including those under Articles 6.01 and 6.02, that involve or affect members of the bargaining unit and have an unreasonably detrimental effect on work performance.

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

## **ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

### 7.01 **Labour Management**

- (a) No employee or group of employees will undertake to represent the Union at meetings with the University without the proper authorization of the Union. Neither will the University meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union will speak for the Union.
- (b) The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee (LMC). The LMC will function in advisory capacity only, making recommendations to the Union and/or the University with respect to its discussions and conclusions, and will not have the power to modify the terms of this Agreement. Such meetings will be held at a mutually agreeable time upon the request of either party.
  - (i) Meetings will normally be scheduled on a regular, monthly basis. The date, time and location of each meeting will be set at the end of the prior meeting.
  - (ii) Agenda items will be exchanged between the LMC Union Co-Chair and the Human Resources representative no later than the day before the meetings.
  - (iii) The LMC will normally consist of three or four and not more than six representatives from each party. Quorum for meetings is four participants, two from each side, unless the parties agree otherwise prior to the meeting.

- (iv) All discussion will be without prejudice and precedent and there will be no limitation on agenda items.
  - (v) Should the parties agree in the meeting to a “with prejudice” statement or outcome, such agreements will only occur in accordance with the provisions of Article 21 of the Agreement.
- (c) Representatives of the Union will have the right to attend meetings between the University and the Union held within working hours without loss of pay.

## 7.02 **Collective Bargaining**

For the purposes of negotiations, the University will provide up to six (6) members of the Union Bargaining Committee release time from their normal duties, without loss of pay, when they are required for negotiations (three (3) from Component I, three (3) from Component II). An additional two Union Bargaining Committee members may be released without loss of pay at the Union’s request, and the University will invoice the Union for the salary cost of the additional two Union Bargaining Committee members. The parties will schedule bargaining sessions to minimize operational impacts.

## **ARTICLE 8 – DISCIPLINE**

### 8.01 **Just Cause**

No employee will be disciplined or discharged without just cause. In all cases of discipline and/or dismissal, the University bears the burden of proving just cause.

### 8.02 **Progressive Discipline**

Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will normally include a verbal warning, a written warning, and suspension prior to discharge. At each stage prior to discharge, the supervisor or administrative head will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the employee that failure to improve performance will result in further disciplinary action.

### 8.03 **Union Representation**

- (a) Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an employee until the cause for discipline has been discussed with the employee by the Department Chair (or designate). An employee and the Union will be given at least twenty-four (24) hours’ notice of any meeting which may result in discipline beyond a verbal warning. The employee will be advised that they have the right to be accompanied by a Union representative. A Union representative will be present at all disciplinary meetings except in a case of gross misconduct or serious insubordination where immediate action is warranted, or in a case where the Union notifies the University that the employee has decided not to be represented by the Union.
- (b) In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours’ notice may be waived. The supervisor will make a reasonable effort to have a Union representative present at any initial meeting, and in accordance with Article

8.03 (a), a Union representative will be present at all subsequent disciplinary meetings.

#### **Location**

- (c) Where an on-campus meeting is not practical because of the employee's work site, the parties agree that such a meeting could be conducted through other media such as teleconference or videoconference. Agreement will be by mutual consent, but will not be unreasonably withheld.

#### **8.04 Disciplinary Record**

- (a) Any disciplinary action taken beyond a verbal warning will be documented and form part of the employee's personnel record maintained in the Department and at Human Resources. This written record of discipline will be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for discipline, and will be copied to Human Resources and the Union. The employee may also respond in writing, and this response will also be filed in the employee's personnel record.
- (b) An employee may request in writing that any formal written record of discipline issued in accordance with Article 8.01 be removed from the employee's Department and Human Resources personnel file after eighteen (18) months worked (or in the case of an employee registered in a full-time academic degree program, three (3) academic terms worked), provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.
- (c) To establish a record of discipline, disciplinary letters to an employee must be copied to the central personnel file in the Human Resources Department and to the Union. [See also Article 22.01 (a)].

#### **ARTICLE 9 - SENIORITY**

Where more than one employee's seniority rights are (potentially) in conflict and the seniority dates of the affected employees are the same, the Union and the University will each designate a representative to mutually agree on a neutral third party to draw the names of the affected employees from a hat. The order in which the names are pulled from the hat will determine the seniority order of the members from the most senior to least senior. The designated representatives will observe the selection process.

## **ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

### **10.01 Definition of a Grievance**

A grievance will be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

### **10.02 Union May Institute Grievance**

The Union and its representatives will have the right to originate a grievance on behalf of an employee, or group of employees, and to seek resolution with the University in the manner provided in the Grievance Procedure.

### **10.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the University has a grievance, such dispute or grievance will be initiated at Step II.

### **10.04 Recognition of Union Stewards, Representatives and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the University acknowledges the role of Union Stewards, Representatives and the Union Grievance Committee in the grievance process. The Stewards will assist any employee represented by the Union in preparing and presenting their grievance in accordance with the Grievance Procedure.

### **10.05 Carrying out Duties**

The University agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. It is agreed that no Union official or Steward will leave their work without first obtaining permission from their Supervisor, which will not be unreasonably withheld. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an employee, whether as a Grievor, witness, or Union representative, who is required to be absent from work, will suffer no loss of pay and benefits to which they would otherwise be entitled as a bargaining unit employee.

### **10.06 Grievance Procedure**

The supervisor and employee are encouraged to resolve complaints informally. An employee should initiate discussion with their supervisor within ten (10) working days of the employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. The supervisor or employee may request assistance from others, including Human Resources and the Union. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:



### **Step I**

- (a) Where a complaint is not resolved informally within five (5) days after an informal attempt has been initiated, and the employee decides to grieve, the employee will immediately submit the complaint to the Union. If the Union decides to proceed with a grievance, the grievance will be stated in writing and will be submitted to the Department Chair (or equivalent) with a copy to the Supervisor and Human Resources within five (5) working days of receipt of the employee's complaint. The written grievance will provide:
  - (i) A description of the grievance and the incident(s) from which the grievance arose.
  - (ii) The suggested remedy.
- (b) The Department Chair (or equivalent) will meet with the employee within five (5) working days. The employee may be accompanied by their Steward or another Union representative. The Department Chair may be accompanied by another representative of the University.
- (c) After receipt of a written grievance, the Department Chair will have a maximum of five working days in which to present a written reply (via Human Resources) to the Union with a copy to the Grievor(s). Failing settlement, the grievance will proceed to the next step within a maximum of five (5) working days of the Department Chair's reply.

### **Step II**

- (a) Step II will commence upon written notice from the Union to the Department of Human Resources. The University Representatives and the Union Grievance Committee will then have ten (10) working days in which to meet and attempt to resolve the grievance.
- (b) If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the union will, not later than five (5) working days following the ten (10) working day time limit, signify in writing to the University its intention to invoke the arbitration procedure as set out in Article 11.

#### **10.07 Time Limits**

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent will not be unreasonably withheld.

#### **10.08 Employees May be Present**

Where required by the Union, the Grievor(s) will be permitted time off without loss of pay and benefits to attend to the resolution of a grievance and may take part at any step in the grievance procedure.

#### 10.09 **Priorities**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union. A grievance involving health and safety may also be initiated at Step II.

#### 10.10 **Location of Grievance Meetings**

The University will provide an appropriate room for grievance meetings.

Where an on-campus meeting is not practical because of the employee's work site, the parties agree that such a meeting could be conducted through other media such as teleconference or videoconference. Agreement will be by mutual consent, but will not be unreasonably withheld.

#### 10.11 **Technical Objections to Grievance**

No grievance will be defeated or denied by any minor technical objection.

### **ARTICLE 11 - ARBITRATION**

#### 11.01 **Composition of Board of Arbitration**

A single Arbitrator will be appointed by mutual agreement of the Parties. In the alternative, and upon mutual agreement, the parties may decide upon an arbitration board and in such case each party will notify the other party of its nominee. The parties' nominees shall then agree on the chair of the arbitration board.

#### 11.02 **Failure to Appoint**

Should the Parties fail to agree on an Arbitrator, or if the two nominees fail to agree upon a chair of the arbitration board, either party may request the Minister of Labour of the Province of British Columbia to appoint one.

#### 11.03 **Decision of the Arbitrator**

Where the parties mutually agree, they may request an oral decision immediately following the hearing with written reasons to follow. The decision of the Arbitrator will be final, binding, and enforceable on all parties. The Arbitrator will not have the power to change this Agreement or alter, modify or amend any of its provisions.

#### 11.04 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for a clarification of the decision, which will be done as expeditiously as practical.

#### **11.05 Expenses of the Arbitrator**

The expenses and compensation of the Arbitrator will be shared equally between the parties.

#### **11.06 Amending of Time Limits**

Whenever a stipulated time is mentioned in the procedure above, it may be extended by mutual consent of the parties. Technical errors or omissions that are not relevant to the substance of the grievance will not be grounds for an objection.

#### **11.07 Witnesses**

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

### **ARTICLE 12 - PICKET LINES**

#### **12.01 Right to Refuse**

The University agrees that no employee will be subject to discipline or dismissal for refusing to cross a lawful picket line within the meaning of the Labour Code of British Columbia. However, if such refusal results in the employee not being able to perform the employee's duties, they may immediately be taken off the payroll until once again able to perform the normal duties of the position.

#### **12.02 Work of Employees on Strike or Locked Out**

The University agrees that it will not request, require, or direct employees covered by the Agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those employees on strike or locked out.

### **ARTICLE 15 - TECHNOLOGICAL and/or ORGANIZATIONAL CHANGE**

#### **15.01 Definition/Notice**

The University agrees to provide the Union with not less than ten (10) weeks' notice in writing of its intention to introduce a measure, policy, practice or change that affects the terms and conditions, or the termination, or the renewal of the term of employment of a significant number of employees covered by this agreement.

## 15.02 Consultation

The University will consult with the Union representatives on the Labour/Management Committee as soon as reasonably possible with a view to minimizing the effect on employees in the bargaining unit.

## 15.03 Change Which Affects a Small Number of Employees

Where individual departments implement changes in their instruction, marking or other assignments between faculty, professional staff and CUPE 4163 positions, or reorganize programs or courses so that fewer employees are required, every effort will be made to implement the change after the end of the term of employment of the affected employee(s). If this is not possible, the employee(s) will either be offered reassignment to any available alternate employment (including grant-funded employment outside the bargaining unit), or provided with notice of layoff and/or termination in accordance with Article 26 of the TA, Non-Student, ELC or Cultural Assistant Appendices. An employee may elect layoff instead of alternate employment outside the bargaining unit.

# ARTICLE 16 - HOLIDAYS, VACATIONS, AND BENEFITS

## 16.01 Statutory Holidays

(a) No employee will be required to work on any of the following statutory and other holidays:

New Year's Day	Canada Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
BC Day	Boxing Day

nor on any day that the University declares as a day in lieu of any of the above holidays, nor on any day on which the University is closed according to the University Calendar.

(b) Employees may request time off for religious observance for a day which is not provided by statute, and the University will take reasonable measures to accommodate such requests in accordance with University Policy HR6115 Employment Accommodation.

## **ARTICLE 17 – LEAVE [For Res Life staff, see instead the Res Life Appendix]**

### **17.01 Leave Provisions**

The following kinds of leave are available to the employee under the conditions specified. For the purposes of this article, an appointment includes concurrent and/or contiguous appointments. Employees will not lose reappointment rights while on an approved leave.

### **17.02 Short Term Leave (*Four (4) Weeks or less*)**

- (a) An employee may arrange, subject to Supervisor's approval, to exchange duties with another employee or arrange substitution for short periods (no more than four (4) weeks) without prejudice to future reassignment or reappointment.
- (b) If any employee cannot arrange to exchange duties with another employee or arrange substitution as per Article 17.02 (a), the employee can make written application to their supervisor for leave of absence without pay, normally at least two (2) weeks prior to the requested leave. Leave will not be unreasonably denied or prejudice future assignment or reappointment.

### **17.03 Compassionate Leave**

- (a) An employee with an appointment requiring compassionate leave will, on request, be granted up to five (5) working days' leave without loss of pay in case of death of a close family member or close friend. Where extensive travelling time is required, up to two (2) additional working days will be granted on request.
- (b) Employees with appointments of less than half-time will, on request, be granted up to five (5) and no more than seven (7) calendar days' leave without loss of pay.
- (c) Compassionate leave without loss of pay may be granted by a Department Chair under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a severe injury or illness).

### **17.04 Leave for Court Appearances**

- (a) Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The employee concerned will deposit with the University any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.
- (b) In cases where an employee's private affairs have occasioned a court action, any leave of absence will be without pay.

### **17.05 Maternity/Parental Leave**

Employees are entitled to Maternity and Parental (including Adoption) Leave as specified in this Collective Agreement and under the Employment Standards Act of British Columbia (RSBC 1996, c. 113), as amended from time to time.

Upon return from leave, employees will be placed in their original positions or, if such placement is not possible, in a comparable placement. It is understood that any such placement is not intended to create employment for which the employee would not have otherwise been eligible under Article 13 of the TA and ELC Appendices.

#### 17.12 **Maternity/Parental Leave**

Upon request employees will be granted up to two (2) days' leave without pay at the time of the birth or adoption of their child.

#### 17.13 **Sick Leave**

An employee who is prevented, by sickness or injury not covered by Workers' Compensation, from performing their normal assigned duties is, subject to providing a certificate from a qualified medical practitioner to the University on request, entitled to sick leave under the following terms:

- (a) Based on one and one-quarter (1¼) days per month of full-time service, provided the appointment is for a minimum of three (3) consecutive months and half-time or more. Part-time appointees who qualify as above shall be entitled to sick leave credits on a pro-rated basis. Employees who are reappointed may carry forward any accumulated sick leave up to a maximum of one hundred and thirty (130) days.
- (b) Employees will turn over or cause to be turned over to the University any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party as a result of a claim for lost wages, where employees have used their sick benefit as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood that the amount an employee is required to repay to the University for a claim of lost wages will be net of verified expenses incurred by the employee to recover that claim.
- (c) A physician's certificate may be required by the University at any time in case of illness. Requests for physician's certificates for illnesses of less than five (5) days require the approval of the Associate Vice President of Human Resources (or designate). Such approval will only be granted where it is established that sick leave use is excessive and/or there is reasonable cause to suspect abuse of sick leave benefits. On submission of a physician's receipt, the University will reimburse the employee for the fee, if any, levied by a physician for providing such a certificate required by the University, for an absence of five (5) days or more.
- (d) Employees in appointments of less than three (3) consecutive months and/or of less than half-time who become ill, may, with the approval of their supervisor, arrange to exchange with another employee, or, may make up lost time, as an alternative to payroll deduction. Approval will not be unreasonably withheld. This may be limited to no more than five (5) working days each academic term.

(e) English Language Centre Term Teachers have a sick leave plan that provide to an employee who accrues eight hundred and fifty (850) hours of paid time in one calendar year, the accrual of sick leave entitlement in the following year based on one and one-quarter (1 1/4) days per month of full-time service. Part-time appointees who qualify as above shall be entitled to sick leave credits on a pro-rated basis. Employees who are reappointed may carry forward any accumulated sick leave up to a maximum of one hundred and thirty (130) days. This plan will provide entitlement effective the 2017 calendar year.

(f) Other Second Language Teachers – see Article 17.13 (a) for accrual provisions.

#### **17.14 Long Term Leave Without Pay**

All employees who are approved for leave of absence will not jeopardize their consideration for reappointment under Article 13 of the TA and ELC Appendices, assuming the employees are eligible for reappointment and confirm their availability for reappointment within eight (8) weeks of the commencement of the term when they will return.

#### **17.16 Union Leaves**

(a) Short-term occasional Leaves

The parties recognize that from time to time an employee may have to be released from regular duties to attend a union activity. Short-term occasional leaves will be granted provided the unit administrator:

(i) receives timely notification,

(ii) is satisfied that the employee has put arrangements in place that will ensure the absence will not have a negative effect on the adequacy of the learning experience or reduce the effectiveness of a probationary or qualifying period. When a qualified replacement is required, the Union will reimburse the unit for all of the replacement costs (salary and benefits).

(b) Extended Leaves

Where the nature of the leave is such that it is sufficiently frequent or extensive that the employee requires a release from a teaching assignment the Union will:

(i) provide a minimum of sixty (60) days' notice to the unit administrator with a copy to Human Resources,

(ii) ensure that the leave request will be for a minimum of one complete teaching assignment (for example, one section of a course for one term) and in additional increments of not less than one complete assignment.

On receipt of the leave request, the unit administrator will take reasonable steps to find a suitable replacement. This may require that the vacancy be filled without posting. Where a qualified replacement is found, the Union will reimburse the unit for all of the replacement costs incurred (salary and benefits). The employee replacing the employee on leave shall be entitled to salary and benefits as provided for in this agreement.

The University will provide, only to the employee on leave, the benefits of Articles 9, 16 and 24 (salary, benefits, job security and status) under this Master agreement and the TA, Non-Student, ELC and Cultural Assistant Appendices as if he or she had completed the teaching assignment(s). In no case shall the union leave provide an additional salary or benefit improvement under this agreement other than what that employee would have accrued if he or she had performed the work. The granting of an extended leave should not act so as to reduce a probationary or qualifying period.

## **ARTICLE 18 - JOB CLASSIFICATIONS [For Res Life staff, see instead the Res Life Appendix]**

### **18.01 Job Classification Descriptions**

- (a) Classification descriptions summarizing the general nature of the duties assigned by the University for positions in the bargaining unit will be copied to the Union and all relevant employees and supervisors.
- (b) When the University establishes a new classification, Human Resources will prepare an interim classification description and establish an interim rate, based on a position description filled out by the supervisor(s). No later than midway through the period of appointment to a new classification, the incumbent(s) shall review the job description and add their comments (if any). Adjustments to the interim job description and/or rate (if any) shall be made by mutual agreement between the University and the Union retroactive to the date of appointment.

## **ARTICLE 19 - HEALTH AND SAFETY**

### **19.01 Cooperation on Safety**

The University and Union will cooperate in the establishment and improvement of safety rules and practices which will afford adequate protection to employees engaged in hazardous areas.

### **19.02 Safety Committee**

It is agreed that employees will have a representative on any Joint Local Safety Committee where members of the bargaining unit are employed. The Union will have the right to have representation on any University committee which includes employee representatives and which deals with health and safety matters affecting members of the bargaining unit.



### 19.03 **Proper Training**

- (a) No employee will be required to work on any job or operate any piece of equipment until they have received proper training and instruction. Such safety training and instruction will be scheduled as time worked.
- (b) The University will provide First Aid coverage in accordance with Workers' Compensation Board regulations. Employees will be informed of the procedures for obtaining emergency first aid.

### 19.04 **Protective Clothing and Equipment**

The University will provide all necessary protective devices, clothing, or equipment to the employee to ensure a safe work environment, according to Workers' Compensation Board regulations. An employee who refuses to use or wear such devices or who fails to follow health and safety procedures will be subject to disciplinary procedures. The regulations with respect to the right to refuse unsafe work will be posted on the Internet, and copies will be provided to employees on request.

### 19.05 **Work Hazards**

The University will advise employees of hazards known to the University and associated with the work of the employee. Likewise, the employee will have the duty to make reasonable efforts to be informed of hazards known to the University and associated with the employee's work, and to report to the Supervisor the absence of or any defect in any protective devices, clothing or equipment, or of any hazard associated with the workplace of which they are aware. If prompt action does not ensue, the employee will inform the Joint Local Safety Committee through the Co-Chair or Department Head.

### 19.06 **Investigation of Work Situations**

Employees have the right to refuse unsafe work in accordance with regulations enacted by the Workers' Compensation Board of British Columbia which require a worker who believes work is unsafe to first raise the issue with their supervisor. If the issue cannot be resolved between them then the supervisor must jointly investigate the matter with a union safety representative before the work continues. If the issue still remains unresolved a Work Safe BC representative must be called. The University and the Union will work cooperatively to resolve these situations quickly and afterwards will take steps utilizing processes through the Joint Local Safety Committee and University Safety Committee to ensure that any unsafe working conditions that might be found do not reoccur. Employees may be assigned alternate work during the investigation.

### 19.07 **Transportation of Accident Victims**

Transportation to a physician or hospital for employees requiring medical care as a result of a work-place injury or occupational disease, while employed by the University and at work, will be at the expense of the University.

## **ARTICLE 20 - GENERAL CONDITIONS**

### **20.01 Facilities** [For Res Life staff, with respect to 20.01 only, see instead the Res Life Appendix]

Where applicable, and consistent with the facilities available to departments, the University will provide employees with an appropriate place for holding consultations with their students. The University will provide the required equipment, supplies, academic text(s) and facilities that, in the judgment of the University, are necessary for the performance of the employee's duties, including but not limited to consultation with students and secure storage of student materials, which have been assigned under the provisions of Article 13 of the TA and ELC Appendices. Such facilities will include access to an existing University telephone for work related use.

### **20.02 Mailbox**

The University will ensure that each employee will have access to a general mailbox located within the department of their employment.

### **20.03 Record of Employment**

At the conclusion of the appointment period, the University will provide a Record of Employment consisting of inclusive dates of appointment(s) and classification(s) if requested by the employee.

## **ARTICLE 21 - CORRESPONDENCE**

### **21.01 Procedures**

All correspondence between the parties, arising out of this Agreement or incidental thereto, will pass to and from the Associate Vice President of Human Resources of the University or their designates and the Business Manager of the Union or their designates. When designates correspond, copies of such correspondence will be sent to the Associate Vice-President of Human Resources of the University and to the Secretary of the Union.

### **21.02 Non-Binding Communications**

Section 21.01 will not preclude communication between officials of the University and officials of the Union. However, neither the University nor the Union will be bound to positions not set out in correspondence according to Section 21.01.

## **ARTICLE 22 - EMPLOYEE RECORDS AND PERFORMANCE REVIEWS**

### **22.01 Employee Files**

- (a) An employment file for each appointed employee will be maintained in each Department, School, or Faculty where a member of the bargaining unit is employed, and in a central personnel file in the Human Resources department. The employment file will be separate from any file on the academic record of the employee as a student. The Department employment file will include applications for positions, and performance reviews. To establish a record of discipline, disciplinary letters to an employee must be copied to the central personnel file in the Human Resources Department and to the Union. Both the Department and Human Resources files will include any correspondence with the employee or other documents relating to the employment relationship.
- (b) An employee will have the right to inspect their employment files in either the Department and/or Human Resources upon three (3) working days written notice to the Department Chair and/or the Associate Vice-President of Human Resources (or designates). At the request of the employee, copies of any material in the employee's file will be provided at the employee's expense. In addition, the employee will have the right to respond to any document contained therein. Such reply will become part of the employee's file.

### **22.02 Performance Review**

It is the responsibility of the supervisor to provide advice and guidance to assist each employee to achieve the objectives of the position. The purpose of the performance review is to identify and build on an employee's strengths, to point out areas for improvement or development, and to optimize performance. Performance review is intended to be a positive and productive process, to assist employees to further their career objectives, and to ensure that teaching and research standards are maintained at the highest possible levels.

Performance reviews should not be based solely on the written evaluations completed by students. Performance reviews will not be used to discipline an employee. Where it is necessary to implement disciplinary action in response to performance problems, this will be done in accordance with Article 8.

If a performance review is prepared, whether at the request of the University or the employee, it shall be dated and a copy provided to the employee within five (5) working days. A copy will be placed on the employee's departmental employment file.

## **ARTICLE 23 - INDEMNITY**

- 23.01 (a) The University indemnifies employees against legal actions brought by third parties in accordance with Policy 5770 (Defence, Indemnity and Liability Insurance), which is accessible on the internet.
- (b) The University will notify the Union in advance of any changes to the above policy.

## **ARTICLE 24 - WAGES, DEDUCTIONS AND REIMBURSEMENTS**

### **24.01 Schedules**

All employees will be paid in accordance with the wage and classification schedules set out in Schedule 1 (for Component 1) and Schedule 2 (for Component II). Pay will be by way of deposit to the credit of an employee's account in a savings institution identified by the employee. The pay statement will include: the employer's name and address, the hours worked by the employee, the employee's wage rate, whether paid hourly, on a salary basis, any money, allowance or other payment the employee is entitled to, the amount of each deduction from the employee's wages and the purpose of each deduction and the employee's gross and net wages.

### **24.02 Deductions**

The University will not make deductions from the salary unless authorized by statute, court order, arbitration order, this Agreement, or by agreement between the University and the employee.

### **24.03 Reimbursement for Use of Personal Vehicle on University Business**

The University provides reimbursement to employees who have been authorized to use their personal vehicle for University business in accordance with Policies 5700 (Automobile Insurance) and 5800 (Travel Policy) which are accessible on the internet.

## **ARTICLE 25 – TRAINING [For Res Life staff, see instead the Res Life Appendix]**

25.01 Each department will provide training for all employees appropriate to the duties required. Attendance at required training sessions shall be deemed time worked.

## **ARTICLE 29 - TERM OF AGREEMENT**

### **29.01 Term of Agreement**

This Agreement will be binding and remain in full force from the first (1<sup>st</sup>) day of September 2019 to the thirty-first (31<sup>st</sup>) day of August 2022 and will continue in force for that period of time required by any applicable Statute of the Province of British Columbia governing collective bargaining.

IN WITNESS WHEREOF the Corporate Seals of the parties hereto have been hereunto affixed in the presence of their officers thereunto duly authorized on the \_\_\_\_ day of \_\_\_\_\_, 2020.

The Corporate Seal of UNIVERSITY OF VICTORIA was here unto affixed in the presence of:

\_\_\_\_\_  
Jamie Cassels, President and Vice Chancellor  
University of Victoria

\_\_\_\_\_  
Gayle Gorrill, Vice-President, Finance & Operations  
University of Victoria

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

The Corporate Seal of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4163 (COMPONENT 3), was hereto affixed in the presence of:

\_\_\_\_\_  
Greg Melnechuk  
President, CUPE Local 4163

\_\_\_\_\_  
Micha Pesta  
CUPE National Representative

## **LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING #1 Re: Work of the Bargaining Unit**

Originally signed Feb. 22, 1999

The parties recognize that historically, work which has typically been performed by members of CUPE Local 4163, has also been performed by others in the University community (e.g. faculty and professional staff). The parties agree that these past practices will continue subject to the provisions of Article 15 and/or any other Article that specifically applies.

### **LETTER OF UNDERSTANDING #2 Re: Employee Input**

Originally signed Feb. 22, 1999

The Parties agree that every employee may, during the period of their appointment, indicate, in writing, constructive recommendations concerning the employment responsibilities of the position, without prejudice to either the employee or supervisor.

### **LETTER OF UNDERSTANDING #3 Re: Article 2.02 Exclusions**

Originally signed Mar. 31, 2016

The parties are agreed that the University will on an annual basis provide the Union with a list of individuals in the positions identified in Article 2.02. This University will make reasonable efforts to create a report in its appointment systems that allows the production of such list beginning in 2017.

## **LETTER OF UNDERSTANDING #4**

### **Re: Article 17.13 (c) Sick Leave for Employees working in Appointments of less than three months and/or less than half-time.**

Originally signed Feb. 22, 1999

The policy of the University with respect to graduate student employees (and others who are appointed on a similar basis) who are unable to work due to illness or injury has been, wherever possible, to provide employees the option of exchanging teaching assignments or of making up time, so as to avoid payroll deduction. This is consistent with the University's interest in providing financial support to graduate students. It has also been the University's practice to continue pay for these employees if, for valid reasons (i.e. the nature and length of the illness taken into consideration with the requirements of the work schedule), they have been unable to make up the time or to exchange working hours with other employees.

The intent is that a graduate student should maintain financial support if they suffer a short term illness which does not prevent them from continuing their academic studies, but may prevent them from attending to their part-time employment responsibilities for a brief period. This practice of continuing pay when absent due to illness may be affected by a department's budget for providing relief staffing, and by the number and length of absences in a department. It is understood that department heads must therefore exercise some discretion in administering the above practice, and that there is no defined sick leave entitlement for employees in appointments of less than three months and/or less than half-time.

The University and the Union agree that this practice will continue for the duration of the Collective Agreement. Where there is an alleged inconsistency in the application of this practice, the University undertakes to review the decision to ensure consistency with the general intent of the practice.

## APPENDIX 'C'

### Definitions

The following definitions are intended to assist employees and managers in the interpretation of the Collective Agreement. The definitive interpretation must be derived from the specific language of the Collective Agreement and the intent of the parties. If the reader has any question about the meaning or intent of a particular part of the Agreement, please refer to a designated Union representative or to the Human Resources Department.

#### 1. Organization and Management Structure

(subject to change in Accordance with Article 15)

**Faculty:** a group of departments offering academic degree programs (such as Sciences, Social Sciences, Humanities, Human and Social Development, Education, Engineering, Fine Arts), or a non-departmentalized Faculty (such as Business, Law, Graduate Studies), which is headed by a Dean. The Division of Continuing Studies is also headed by a Dean.

**Administrative Divisions:** typically one or more departments or other units headed by a Director.

**Department:** Academic units within Faculties are headed by a Chair (Departments) or Director (Schools and Centers). Administrative departments are headed by Managers. Departments may be organized into units or sections with a designated administrative staff or faculty member as unit head. The title of Chair is used in the Collective Agreement to represent any department or unit head designated by the University with the authority to make decisions appropriate to a Chair, Director, or Manager.

**Supervisor:** May be any of the following positions designated by the Chair, Director or Manager to supervise or assign work to employees: a faculty member, a PEA Administrative Officer, Sr. Lab Instructor, Sr. Academic Assistant, Sr. Scientific Assistant, Coordinator, Program Director, or other designated positions.

2. **Academic term(s):** where the Agreement refers to or implies an academic term, it will normally be understood to mean a period of approximately four (4) months (e.g. Fall term, or Spring Term). Where an appointment occurs during another academic period with compressed class schedules (e.g. Summer session), work schedules (Article 14), Probation periods (Article 13), Layoff Notice (Article 26) and other relevant time frames within the Agreement may be correspondingly adjusted to be consistent with the intent of the language.
3. **Appointment (or reappointment):** denotes a term of employment in a bargaining unit position, with designated start and end dates (see Article 13).
4. **Casual:** In Component I employees who are hired on an hourly basis (i.e., without appointment) for less than forty-nine (49) hours per term, except where mutually agreed otherwise. In Component II, employees who are hired without appointment, as substitutes on a day-to-day basis to cover a teachers absence.
5. **Employee registered in an academic degree program:** employees in bargaining unit positions who are students at the University of Victoria, registered full- or part-time in an



undergraduate or graduate degree program.

6. **Full-time** appointments are defined in Article 14.02 and 14.08. Part-time appointments are those that are less than full-time (as defined in Article 14).
7. **Number and Gender:** The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.
8. **Post Doctoral Fellow, Research Associate, Research Fellow:** an individual employed under the direction of, or in collaboration with, a named faculty member(s) to conduct research, and whose salary is paid from an external research grant to the named faculty member(s).
9. **Scheduled vs. Unscheduled Work:** employees may be assigned duties that must be completed at specified times (scheduled), while other duties may be performed at the employee's choosing but within stated deadlines (unscheduled or self-scheduled). It is understood that for work to be considered unscheduled, it must be reasonably possible for employees to determine their schedule in a way that meets the required deadline, and is within the bounds of Article 14.
10. **Seniority:** as defined in Article 9. Conversion of Seniority for Component II Second Language Teachers transferring between Term and Regular Sessional status [see Article 9.02 (a) and (b)] will be done on the basis of sixteen hundred (1600) hours worked equals one (1) year's service.
11. **Applications:** Email applications for employment under Article 13 will be acceptable where technically feasible and where a procedure has been mutually agreed between the University and the Union.

## TA APPENDIX

**Note: This Appendix contains collective agreement language that pertains specifically to Teaching Assistants. It is intended to be read in conjunction with the CUPE Local 4163 Master Agreement. The numbering of the Articles in this appendix is intended to match the numbering of the Articles in the Master Agreement that generally address the same topic.**

### 3.02 Orientation

During the period up to the fourth (4<sup>th</sup>) week of the first term of the Winter Session, the University will arrange and hold induction/orientation meetings of all members of the bargaining unit in each Department (or equivalent), as per Appendix D of this Appendix. During such meetings, up to one half hour will be provided for a representative of the Union to discuss the function of the Union. Departments which handle orientation on an individual basis will inform the Union. The Union may then arrange its own meeting and the Department will distribute to all employees in the Department written notices provided by the Union of any union-organized orientation meeting.

### 3.08 Orientation Forms

Forms notifying employees of the departmental orientation meetings will be consistent with the sample form set out in Appendix D of this Appendix.

### 6.05 Academic Harm

Any threat to harm an employee's academic standing or performance that is intended to prevent an employee from exercising their rights as provided for in this Agreement is a form of personal harassment. Employees have recourse to the grievance procedure to prevent such threats of academic harm from continuing.

### 9.01 Seniority

- (a) Seniority is defined as length of service from date of hire in an appointed position in the bargaining unit where there has been no break between appointments of more than twelve (12) consecutive months.

Seniority continues to accrue while on approved leaves of absence defined under Article 17 for a maximum period of twelve (12) consecutive months.

- (b) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff [see Article 26.03(b) below], absence without leave for more than three (3) consecutive work days, an acceptance by the employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months.

### 13.01 Postings

- (a) Each academic department will normally post (in the department) vacant University-funded academic, research, or scientific assistantships, laboratory instructor, and other bargaining unit Specialist Instructional positions which are designated primarily

- for students, no later than twelve (12) weeks in advance and normally for at least two (2) weeks. The department will provide notice of postings to all appointed bargaining unit members. Non-academic departments will post positions for vacant Specialist Instructional positions open to competition for a minimum of seven (7) calendar days.
- (b) Positions designated primarily for students will contain the statement: "Priority will first be given to graduate (or undergraduate) students enrolled in the department's graduate (or undergraduate) program, in accordance with Appendix A Appointment Priority Policy or LOU # TA 1
  - (c) Normally, the stated deadline for application to positions in academic departments will be four (4) weeks prior to the commencement of the term. In the event of unanticipated funding or enrollment changes, or, where an applicant has registered late for an academic degree program with good reason, this deadline may be waived. Late applicants will lose their priority ranking under the department's Appointment Priority Policy. The deadline for all other competitions will be the closing date on the posting.
  - (d) Where a department has included the opportunity of a Specialist Instructional Assistantship (which may be conditional) in an offer of admission to a graduate program, the department will not post these positions but will include an application form in its offer of admission, to provide an opportunity for new graduate student applicants to express a preference.
  - (e) Departments may fill vacant positions with casual employees while the positions are being posted. A position need not be posted where it is required for less than one (1) month. Where practical, additional hours of work will first be offered to employees within the department who have indicated their availability for extra work. Offers will be made in rotational order of the department's Appointment Priority Policy, subject to the selection criteria in Article 13.02(b) above.
  - (f) All postings shall indicate the approximate number of positions available, and will outline the classification, a summary of the duties and responsibilities of the position, the education and experience required [including any other criteria in accordance with Article 13.02(b) above, the hourly rate, the maximum or average weekly hours of work, the total number of hours for the appointment, and the anticipated starting and completion dates of the appointment. Space will be provided for applicants to indicate preferences where more than one position is available. Similar positions may be combined in one posting.
  - (g) The application form will specify the anticipated date by which employment decisions will be made, and that an application does not ensure employment. Every effort should be made to finalize appointments prior to the commencement of the academic term.
  - (h) The application form will identify the position(s) as CUPE 4163, Specialist Instructional, and will contain a statement: "that the University is committed to upholding the values of equity, diversity, and inclusion in our living, learning and work environments. In pursuit of our values, we seek members who will work respectfully and constructively with differences and across levels of power. We actively encourage applications from members of groups experiencing barriers to equity. The University's full equity statement is dated February 10, 2020.

- (i) Positions which are posted prior to confirmation of the operating budget or confirmation of course sections will be posted as “subject to funding availability and/or course cancellation”.
- (j) When additional positions become available after the original posting then these positions may be filled without a posting. When the academic unit fills these assignments, the provisions of Article 13.02 below will apply and the Dean, Director, Chair, or designate, will consider those who have previously done the work, or have submitted an application for this or similar work in response to the most recent posting.

### 13.02 Appointment Procedures

(see also TA Appointment Priority Policy, Interpretations and Guidelines - Appendix A)

- (a) In accordance with the department’s Appointment Priority Policy, employment will first be offered to graduate students in their academic department, including any graduate students with conditional offers of employment included in an offer of admission.
- (b) Assignment of graduate students (who have accepted offers of employment subject to 13.02 (a) above) and other employees to positions will be made in accordance with the selection criteria below:
  - (i) the qualifications and ability of the candidate(s) based on academic merit and related experience;
  - (ii) the career and/or pedagogical value that the experience in a particular position will provide the student;
  - (iii) the student’s preferences; and
  - (iv) other sources of graduate student financial support being received.
- (c) Where two or more employees are tied within an appointment priority category (e.g. 1<sup>st</sup> year graduate students), and where all other hiring factors considered under Article 13.02 (b) above are equal, seniority will be the tie-breaker.
- (d) Selection decisions will be the responsibility of the Department Chair or designate, and where applicable, in consultation with the supervisor of the position.
- (e) In the event a student will be employed in a major appointment as a non-bargaining unit grant-funded Research Assistant (or other grant-funded position), or where a student will be receiving a major grant or major fellowship, appointment priority will be adjusted in accordance with the Appointment Priority Policy guidelines [see Appendix A] unless mutually agreed otherwise by the parties.
- (f) Graduate students who complete one year in a Masters program and transfer to a Ph.D. in their second year will be considered to be in their second year of a Ph.D. program for the purposes of assigning priority.

- (g) Hiring priority will be extended to graduate students in inter-disciplinary programs in accordance with their home department's Appointment Priority Policy. The University will notify the inter-disciplinary student, in writing, of their home department designation solely for the purposes of this Agreement.
- (h) Where all qualified available students have been hired and positions remain unfilled that were designated for student employment, departments will first reappoint, in order of seniority, employees with prior service in those position(s) in that department, before hiring new employees.
- (i) Positions that are not designated by a department for student employment will be filled first by reappointment, in order of seniority, by employees with prior service in those position(s) in that department, before hiring new employees.
- (j) The following statement will be inserted on all confirmation of employment forms: "The terms and conditions of this position are covered by the CUPE Local 4163 (Components 1 and 2) Collective Agreement".
- (k) The department will provide to TAs in the department, the names of the appointees, the section to which they have been appointed, and the hours of the appointment. Upon request, reasons for non-appointment will be given in writing, with copies to the Union.

### 13.03 Probation

- (a) Employees who are registered in an academic degree program will be on probation during their first and second terms of appointment to positions of at least ten (10) weeks' duration.
- (b) All other employees will be on probation during the first two terms of appointment, in positions of at least twelve (12) weeks' duration.
- (c) No employee will remain on probation for a period greater than twenty-eight (28) weeks of work without a break of more than twelve (12) months, unless probation is extended by mutual agreement of the parties.
- (d) Employees who are assessed as unsuitable during probation may be released from employment with one week's hours' notice or pay in lieu of notice. The union will be notified of any employees who are released from employment.

### 14.01 Hours of Work, Scheduling, Rescheduling Definitions

- (a) Assigned Work or Work Assignment: work that is assigned by the University to be performed by an employee during the term of employment.
- (b) Work Schedule: the plan indicating the time and sequence of the assigned work to be performed during the term of employment. Elements of the schedule may be fixed in time and sequence (i.e. scheduled), and/or may be flexible (i.e. self-scheduled), allowing the employee to complete the assignment within certain timeframes.

- (c) Deadline: a time and date in the work schedule by which a specified work assignment is to be completed. Work assignments with deadlines may be scheduled or self-scheduled.

#### 14.02 **Work Week**

- (a) The normal work week for a full-time appointment will average thirty-five (35) hours over the term of appointment.
- (b) Employees registered in an academic degree program will normally be limited to a maximum of fourteen (14) hours of work per week on average over the term of appointment.
- (c) Employees registered in an academic degree program will not be required to work in excess of twenty-one (21) hours in a given work week (excluding self-scheduled work) without their agreement. The Union must be notified in such cases.
- (d) If more than forty (40) hours of assigned work is scheduled in a week, the hours in excess of forty (40) hours in a week will be considered overtime.
- (e) Further to 14.02 (d) above, if a deadline cannot be met without a combination of scheduled and self-scheduled work that exceeds forty (40) hours of work in a week, and the deadline is a result of an unexpected and recent change in the work schedule, then the hours in excess of forty (40) in the week will be considered overtime, unless there was a reasonable alternative open to the employee to complete the self-scheduled work prior to the week in question.

#### 14.03 **Work Schedule and Review**

- (a) It is the intent of the University to provide employees, particularly those registered in an academic degree program, with the flexibility to manage both their academic and employment responsibilities, by minimizing the time that the work schedule is fixed.
- (b) The supervisor must clearly identify the job expectations and deadlines. The employee must ensure that the work that is self-scheduled is performed within stated deadlines, and that any unanticipated problems regarding the work schedule and/or deadlines are communicated to the supervisor in a timely way.
- (c) While the hours of appointment will not differ substantially from the originally confirmed offer of employment contained in the offer letter they accepted as students coming into the program in their first year, it is understood that the work schedule (particularly self-scheduled time), is only an approximation of the time required for completing the assigned duties, since the actual hours may be affected greatly by differences in the expertise and experience of the employee and even by the differences in style and approach to aspects of the work.
- (d) The employee and supervisor have a joint responsibility to monitor the work schedule and adjust it where required, subject to the limitations in this Article, and subject to the right to appeal under Article 14.03(k) below.

- (e) The department must ensure that the work assignments and schedule are defined in writing no later than the fourth week of the term of appointment on the Checklist of Assigned Duties and Approved Work Schedule form [see sample in Appendix 'E'] to be provided by the University through Human Resources. Both the employee and the supervisor will maintain a copy of the Checklist.
- (f) At or about the mid-point of the academic term, the employee and supervisor will review the work schedule to ensure that the required duties are consistent with the schedule defined above and that they may be completed within the schedule. This review will be documented on the Checklist of Assigned Duties and Approved Work Schedule form provided [see sample in TA Appendix 'E']. It is the responsibility of the employer to notify the employee that the mid-term review checklist must be completed. This notification will be provided to the employee approximately half way between the start of the term and mid-term.
- (g) Employees will make every reasonable effort to work within the maximum hours. If at any point, the employee reasonably believes that the workload will exceed the hours assigned, they will consult with their employment supervisor to prioritize the duties so the maximum hours are not exceeded. An employee who, after consulting with the supervisor, still reasonably believes that the workload required by the supervisor will exceed, by semester end, the maximum hours assigned, may refer the matter to the Union. The Union may submit a grievance in accordance with Master Article 10.06.
- (h) It is in the interest of both the supervisor and the employee to complete a mid-term review of the work schedule in order to identify any unanticipated problems in the work schedule. If the total hours worked during the first half of the term is at variance with the approved schedule, then the schedule for the second half of the term should be adjusted accordingly.
- (i) If, however, a supervisor proposes to add duties to the previously approved workload that will result in more hours worked requiring additional compensation, these hours must be mutually agreed upon by the employee and the supervisor, noted on the Checklist of Assigned Duties and Approved Work Schedule form, and approved by a higher level of authority in advance.
- (j) At the end of the term, the employee and supervisor will review the work schedule to ensure that the duties assigned were consistent with the defined Checklist, that they were completed, and document this on the form. If the work schedule can be monitored in a pragmatic manner, mid-term reviews of work schedules may be waived by mutual agreement for terms of appointment of less than eight (8) weeks.
- (k) Any problems arising from a review will normally be resolved by the employee and the supervisor. Such a resolution may consist of a decrease in the duties or an increase in paid hours. If that is not possible, the Department Chair and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution.
- (l) Failure to complete the mid-term review by the employee or department may prejudice any claim, or denial, that the schedule exceeded the total authorized hours to be worked during the term of appointment.

#### 14.04 **Breaks**

- (a) Employees who are teaching without interruption for more than two (2) consecutive hours will be entitled to a twenty (20) minute paid break every two (2) hours. However, in laboratory classes, the twenty (20) minute paid breaks will be scheduled at a mutually agreed time.
- (b) Employees not covered by 14.04 (a) who work a full-time shift will be permitted a fifteen (15) minute paid break from work both during the first and second half of a shift. Employees working a part-time shift of three and one half (3.5) hours or more will be entitled to one fifteen (15) minute break during the shift.
- (c) Employees will be entitled to an unpaid meal break of at least one half (1/2) hour during any shift of more than five (5) hours.

#### 14.05 **Limits on Split Shifts**

Within any twenty-four (24) hour period, the University will not require an employee's scheduled duties to span a period of more than nine (9) hours (including a meal break) without their agreement. Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of this clause.

#### 14.06 **Maximum Daily Hours**

- (a) Subject to Article 14.02 (a) above, the University will endeavor not to require a full-time employee to perform teaching or other duties amounting to more than eight (8) hours per day.
- (b) Subject to the other provisions of TA Article 14, the University will not require any employee registered in an academic degree program to perform teaching or other duties amounting to more than eight (8) hours per day (on average over the term of appointment) without their agreement.
- (c) Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of Article 14.06 (a) and (b) above.

#### 14.07 **Conflict with Employee's Academic Schedule**

The University will make every reasonable effort not to schedule or reschedule work in such a way that it conflicts with an employee's University scheduled academic duties (e.g. classes, conferences, an oral defence or an examination) where an employee is registered in an academic degree program. Where a conflict exists between an employee's University scheduled academic duties and scheduled work, the employee and their supervisor will attempt to resolve the conflict in accordance with Article 14.03 above. If that is not possible, the Department Chair and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution, and the University will resolve the conflict in a manner least disruptive to the employee and the University.



## 16.02 Vacations

- (a) Full-time twelve (12) month appointments or contiguous appointments of twelve (12) or more months: ten (10) days' vacation, fifteen (15) days after one year.
- (b) Part-time twelve (12) month appointments or contiguous appointments of twelve (12) or more months: two (2) weeks' vacation; three (3) weeks after one (1) year.
- (c) All other appointments: four percent (4%) vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full-time vacation entitlement of two weeks.

## 16.03 Group Benefit Plans

Employees who are eligible under the terms of the following mutually accepted group benefit plans may participate under the qualifying conditions noted below. Employees who choose to enroll are required to maintain coverage under these plans until the end of their term or contiguous terms.

### (a) Staff Pension Plan

- (i) Full-time twelve (12) month appointments: voluntary after twelve (12) or more months of continuous full-time service.
- (ii) Part-time twelve (12) month appointees working half-time or more on a year round basis: voluntary after twelve (12) or more months of such continuous service.
- (iii) Contributions:

All eligible employees who elect to participate will contribute by payroll deduction in accordance with the requirements of the Staff Pension Plan.

### (b) Basic Group Life Insurance Plan

Voluntary participation upon becoming eligible for the Staff Pension Plan. Employees who initially decline this coverage will be required to provide evidence of insurability if they apply for coverage at a later date.

### (c) Optional Group Life Insurance Plan

Voluntary participation upon joining the Basic Group Life Insurance Plan and upon providing evidence of insurability.

### (d) Medical Services and Extended Health Benefit Plans

Voluntary participation provided appointment is for a minimum of three (3) consecutive months and half-time or more.

(e) Dental Plan

Voluntary participation upon becoming eligible for the Staff Pension Plan. Employees who initially decline this coverage will be required to provide evidence of insurability if they apply for coverage at a later date.

(f) Premiums

All eligible employees who elect to participate, will contribute 50% of the required total premiums for Medical (until the cessation of employee premium requirements), Extended Health, Basic Group Life, and Dental Plans by payroll deduction. Employees will contribute 100% of Optional Group Life premiums.

**17.06 Maternity Leave**

Employees who have given birth to a child are entitled to seventeen (17) consecutive weeks of maternity leave without pay. Further pregnancy leave without pay, of up to six consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner.

**17.07 Parental (Including Adoption) Leave**

Employees who meet the requirements of one of the following categories are entitled to parental leave without pay as outlined below:

- (a) (i) An employee who has given birth to a child is entitled to either thirty-five (35) consecutive weeks of standard parental leave without pay or sixty-one (61) consecutive weeks of extended parental leave without pay if maternity leave is taken. If maternity leave is not taken, an employee is entitled to thirty-seven (37) consecutive weeks of standard parental leave without pay or sixty-two (62) consecutive weeks of extended parental leave without pay.
- (ii) The total maternity and parental leave taken must not exceed seventy-eight (78) weeks unless further leave is granted under the provisions of Article 17.06 above and/or 17.07(e) below.
- (b) A co-parent of a child, or another person who is recognized by the child's birthing parent as their life partner, and who will act as a parent in relation to the child, is entitled to thirty-seven (37) consecutive weeks of unpaid leave for standard parental leave or sixty-two (62) consecutive weeks of unpaid leave for extended parental leave.
- (c) An employee who is the adoptive parent of a child is entitled to thirty-seven (37) consecutive weeks of unpaid leave for standard parental leave or sixty-two (62) consecutive weeks of unpaid leave for extended parental leave.

- (d) 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.
- (e) 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 which placed the child, to be suffering from a physical, psychological or emotional condition.

#### **17.14 Long Term Leave Without Pay**

Applications for long term leave of absence must be made in writing, including a proposed return to work date, normally at least four (4) weeks in advance. Subject to operational considerations, such applications will not be unreasonably denied.

#### **24.04 Pay Step Movement**

- (a) As of their second term of appointment Junior Assistants will move to the Post-Probationary rate in the TA Salary Schedule.

#### **26.01 Layoff of Employees from Positions Designated For Students**

- (a) Employees who are appointed to a term of at least ten (10) weeks will be entitled to two (2) weeks' notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term. Employees who are appointed to a term of less than ten (10) weeks but more than four (4) weeks will be entitled to one (1) week's notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term.
- (b) Layoffs will be implemented within departments in reverse order of appointment preference as stated in the department Appointment Priority Policy [see Article 13 above].
- (c) Where two or more employees are tied within an appointment priority level and where all other selection criteria considered under Article 13.02 (b) above are equal, seniority will be the tie-breaker.
- (d) Employees who are laid off will, where it is to their advantage, and for the next term of appointment to positions designated for students, be considered within the appointment priority category in which they were designated at the time of the layoff, in accordance with the Appointment Priority Policy in effect at the time of layoff.

- (e) The calculation of pay in lieu of notice will be based on the average weekly hours to be worked over the term of employment.

#### **26.02 Layoff of Employees in Positions That Are Not Designated For Students**

- (a) Employees who are appointed to a term of appointment of at least twelve (12) weeks, will, after having worked the first two (2) weeks of the term, be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu. Employees who are appointed to a term of less than twelve (12) weeks but more than four (4) weeks will be entitled to one (1) week's notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two weeks of their term.
- (b) Layoff of employees within a department will be in reverse order of seniority within job classification provided employees possess the qualifications and ability to perform the work, and subject to Article 26.02 (c) and (d) below.
- (c) Part-time employees who are laid off may not displace employees appointed in a position with a greater Full-Time Equivalency.
- (d) For greater clarity, employees who are registered in an academic degree program and who were appointed under an Appointment Priority Policy (TA Appendix Article 13 are not subject to displacement by employees laid off from positions not designated for students.

#### **26.03 Recall Period**

- (a) Employees with seniority who are laid off under Article 26.02 above will be recalled to positions of similar Full-Time Equivalency within their job classification and department, in order of seniority, for up to twelve (12) months from the date of layoff, providing they possess the required qualifications and abilities.
- (b) Recall will be made by written notice of recall delivered by registered mail or courier to the employee's current address. Employees will be responsible for notifying their department heads of their current address. If employees fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the employee's control.
- (c) Employees who have not been recalled to employment upon the expiration of the twelve (12) month recall period will be terminated from employment.

**Salary Schedule  
Academic & Scientific Assistants  
Component 1**

	April 1/20	June 1/20	Sept. 1/20	June 1/21	Sept. 1/21
Junior Assistants Probationary Rate	16.05		16.37		16.70
Post Probationary Rate	16.46		16.79		17.12
Senior Assistants	26.57		27.10		27.65
Program Resources Centre Assistants	14.38	14.60	14.89	15.20	15.50

Note: The monthly equivalent may be calculated by multiplying the hourly rate by 152.

**APPENDIX A**

**Appointment Priority Policy for Specialist Instructional (CUPE 4163) Positions  
Appointment Priority Policy - A**

<b>Priority Group</b>	<b>Level</b>
Graduate students previously appointed to bargaining unit positions as incoming students, and who will be in their 2 <sup>nd</sup> year of a Masters program or the 2 <sup>nd</sup> through 4 <sup>th</sup> year of a Ph.D. program	1
Masters Year 1 and Ph.D. Year 1	2
Ph.D. Year 2, 3, 4, or 5	3
Other graduate students (in other years, not previously appointed, or from other departments)	4
Undergraduates	5
Others/non-students	6

### Appointment Priority Policy - Variance 1

Priority Group	Level
Masters Year 1 and Ph.D. Year 1. Ph.D. Years 2 and 3 (where previously appointed to a bargaining unit position)	1
Where previously appointed to a bargaining unit position, Masters Year 2 and Ph.D. Year 4 or 5	2
Other graduate students (in other years, not previously appointed, or from other departments)	3
Undergraduates	4
Others/non-students	5

### Appointment Priority Policy - B

Priority Group	Level
Any qualified student within the (Academic) department	1
Any qualified student at the University	2
Others/non-students	3

#### Interpretations and Guidelines:

1. Year means the measure of time since the date of enrollment in a graduate degree program at the University of Victoria.
2. Students are defined to be students registered in an academic degree program at the University of Victoria.
3. Assignment of graduate students and other employees, within priority groups to positions will be made on the basis of the criteria in Article 13.02(b) of the TA Appendix.
4. The department will give due and thorough consideration to each of these criteria in making its selection decisions.

5. Where two (2) or more employees are tied within a priority group, and where all other factors above are considered equal (on balance), seniority will be the tie-breaker [see Article 13.02 (c) of the TA Appendix].
6. In the event a student will be employed in a major appointment as a non-bargaining unit grant-funded Research Assistant (or other grant-funded position), or where a student will be receiving a major grant or major fellowship, appointment priority will be adjusted to level 4 in Policy A, or to level 3 in Variance 1, unless mutually agreed otherwise by the parties. Where a non-appointment occurs in the first year of the graduate program as a result of a fellowship or grant that is limited to one year, the student will be considered Level 2 in Policy A in their second year.
7. Academic departments with graduate programs which employ bargaining unit employees to support undergraduate programs will follow Appointment Priority Policy A unless noted below, or unless a variance is mutually agreed by the University and the Union in accordance with the Letter of Understanding TA1: Re Article 13.
8. Employees in Level 1 of Appointment Priority Policy A will be offered a similar term of appointment to the offer of employment contained in the offer letter they accepted as students coming into the program in their first year, before such appointments are offered in a lower priority level, subject to mutual agreement otherwise.
9. Administrative Departments or Academic Departments that do not have an existing graduate program (e.g. Faculty of Law, Learning and Teaching Centre) will follow Appointment Priority Policy B.
10. Departments will continue to appoint to terms (for bargaining unit Specialist Instructional Academic, Research, or Scientific Assistantship or Laboratory Instructor positions) according to past practice, subject to Article 15. A full term of appointment will, for employees registered in an academic degree program, be one hundred ninety-six (196) hours over a period of one academic term (e.g., Fall Term, Winter Term). A term of appointment will, for employees registered in an academic degree program, normally be not less than ninety-eight (98) hours over a period of one academic term (e.g. Fall, Winter Term). Where operational requirements and/or budgets limit the hours available in positions, an appointment may be offered with a minimum of forty-nine (49) hours per term. Departments with requirements for less than forty- nine (49) hours per term may hire casually in accordance with Article 13.01(e) of the TA Appendix.
11. The list of departments that will follow Variance 1 will be amended from time to time by mutual agreement of the parties pursuant to the principles outlined under Letter of Understanding TA 1. Department administrators and/or employees are advised to consult with a Human Resources Officer or with a CUPE 4163 staff representative for information about the departments covered under Variance 1, and/or about any other variance from existing standards.
12. Reference may also be made to the most recent listing of departments following Variance Policy 1 on either the Human Resources or CUPE 4163 web sites or by contacting either office.

## **APPENDIX B - LETTERS OF UNDERSTANDING**

### **LETTER OF UNDERSTANDING #TA1 Re: Article 13, Appointment Procedures**

Originally signed February 22, 1999  
Modified September 24, 2012 & February 10, 2020

The University and the Union, in establishing the appointment/reappointment provisions in Article 13 of the first collective agreement have, to the degree practicable, standardized procedures and working conditions applicable to academic Component I members and positions.

Due to varying practices and procedures within and between faculties and departments, and also due to financial and pedagogical considerations, standardization has not been achieved. The Union understands that these considerations are based on departments' objectives both to attract quality graduate students by offering bargaining unit positions to incoming students, and to provide appropriate teaching support to the undergraduate programs within existing budgets. During the life of this Collective Agreement the University and the Union are committed to making every reasonable effort to ensure that variances from Appointment Priority Policy A and the terms of appointment as set out in Article 13 above, are limited to those departments where reasonable fiscal and/or pedagogical alternatives or constraints exist.

The University and the Union will, no later than November 1, 2020, establish a sub-committee of the Labour Management Committee. The purpose of such a committee would be to discuss and, by mutual agreement, make timely recommendations that would:

- (a) facilitate standardization, taking into consideration fiscal and/or pedagogical concerns, and/or
- (b) review proposals from departments for a variance from existing standards.

As a matter of principle, it is agreed that where there is a possibility continued support would not be provided, this must be clearly communicated in a timely manner to the student(s) concerned.

Notwithstanding the foregoing the parties agree that in order to ensure that existing Variances to the Appointment Procedures are current and still meet the standardizing criteria set out above, a committee of one Union person and one Human Resources person will meet to review variances more than three years old. The parties will continue to review variances on a three year rotation basis. Where the department no longer meets the criteria, the department will be given a date (normally the next un-committed assignment year) in which the department must revert to appointment procedures in accordance with the collective agreement.



**LETTER OF UNDERSTANDING #TA2**  
**Re: Leave for Academic Requirements**

Originally signed September 20, 2012

An employee shall be entitled to the opportunity to exchange teaching assignments with a colleague or to request up to three (3) days of unpaid leave immediately prior to a dissertation or thesis defence, or comprehensive exam. Any request must provide two (2) weeks' notice. Leave requests will not be unreasonably denied. All such requests will be copied to the Human Resources Department and CUPE Local 4163. The parties will conduct a review of all requests no later than May 30, 2014 to determine the efficacy of this Letter of Agreement.

**LETTER OF UNDERSTANDING #TA3**  
**Re: Conference Award Fund**

Originally signed November 2, 2012  
Modified February 10, 2020

The parties are agreed, for the life of the collective agreement, that a fund including:

- \$55,670 one-time funding (\$27,560 in 2012/13 contract year and \$28,110 in 2013/14 contract year) due to savings from implementing the general wage increase in four 1% increments on September 1, 2012, March 1, 2013, September 1, 2013 & March 1, 2014 and
- \$21,692 recurring funding due to savings from direct deposit agreement (effective September 1, 2013) and
- \$17,000 upon ratification of the 2019-2022 collective agreement, \$34,000 on September 1, 2020, and \$52,000 on September 1, 2021 – all from the Service Improvement Allocation.

will support Conference Travel awards that will be available to eligible CUPE Local 4163 Component 1 members for the purpose of attendance at academic or research related conferences, workshops or seminars that enhance currency in their field of study and their work in CUPE 4163 positions which support the academic achievement of undergraduate students.

The funds will be dispersed as determined by a joint committee of two representatives appointed by the Union and two representatives appointed by the University. The committee will follow these criteria in making their decisions:

1. Applications, available on the CUPE 4163 website, must be complete prior to consideration by the committee;
2. Applications will only be considered from those who have not received prior funding from this account in the current academic year (September to August);
3. Awards, normally of no more than \$450 will be distributed on a first come, first serve basis;

4. Eligible expenses will include:
  - conference, workshop or seminar fees;
  - travel (excluding travel to UVic) at standard fares;
  - accommodation at standard room rates;
  - meals up to the UVic per diem rate;
  - material costs associated with the event (e.g. creating a conference poster); or
  - other reasonable expenses as agreed to by the committee.
  
5. Equipment purchasing costs will not be considered for reimbursement.

Reimbursement will be through submission of an itemized UVic travel expense claim form (available on the CUPE 4163 website) with written approval from the committee and original receipts to Accounting.

The \$22,192 is available from savings accruing due to agreement to the move to direct deposit. While this LOU is for the life of the collective agreement, the funds are continuing in nature; therefore, if the parties do not extend this LOU in the next collective agreement, these funds will be redirected to another mutually agreed purpose.

**LETTER OF UNDERSTANDING #TA4**  
**Re: Article 13.01(j) Posting for Additional Positions**

Originally signed March 31, 2016  
Modified February 10, 2020

The parties are agreed that on or before October 1, 2020 2 Union and 2 University representatives will meet to review departmental data gathered by the University showing the number and nature of additional positions that came available in the time after the original posting closed and a month before the beginning of the term for the winter and fall terms in 2019 and 2020. Based on that data the parties will make a joint recommendation, if possible, to the 2022 bargaining committees with respect to the introduction of the following language into the 2022 collective agreement:

If additional positions become available after the original posting and before August 1 for the fall term and December 1 for the winter term then the department will post the positions for 5 days with a deadline for applications set for 2 days after the last day of the posting. When additional positions become available after August 1 or December 1 then these positions may be filled without a posting. When the academic unit fills these assignments, the provisions of article 13.02 will apply and the Dean, Director, Chair, or designate, will consider those who have previously done the work, or have submitted an application for this or similar work in response to the most recent posting.

**LETTER OF UNDERSTANDING #TA5**  
**Re: Procedure for Establishing Initial Job Classification Descriptions**

Originally signed February 22, 1999  
Modified February 10, 2020

The parties agree to make their best efforts to complete the process below by August 31, 2020.

- (a) Job Classification descriptions will be prepared describing the general nature of duties for all classifications within the bargaining unit.
- (b) The format of the job and classification description(s) will be developed by mutual agreement, taking into consideration the principle of gender neutrality.
- (c) Draft position descriptions will be completed by representative incumbent(s) in the classification, and submitted to the supervisor(s) for review and comment.
- (d) Completed draft descriptions shall be forwarded to the Human Resources Department. Human Resources will prepare a Classification Description in consultation with the Union.
- (e) The final agreed job classification description(s) will be forwarded to all relevant employees and supervisors.

**LETTER OF UNDERSTANDING #TA6**  
**Re: Hardship Support Fund**

Originally signed February 10, 2020

The parties are agreed, for the life of the collective agreement, that a fund including:

- \$90,885 in the Year 1 Component 1 (TA) wage increase on either March 1, 2020 or if that date is impractical for payroll, then April 1, 2020.

will support employees experiencing financial hardship. The fund will be available to eligible CUPE Local 4163 Component 1 members who have not already received funding from the Account in the current academic year (September 1 through August 31).

The funds will be dispersed as determined by a joint committee of two representatives appointed by the Union and two representatives appointed by the University. The committee will follow these criteria in making their decisions:

1. Application, available on the CUPE 4163 website, must be completed prior to consideration for approval of funding.
2. Funds will be distributed on a first come, first serve basis.

3. Reimbursement of up to \$500 is available for eligible expenses involving:
  - Rent or accommodation costs
  - Emergency Child Care expenses
  - Extreme household emergencies not covered by insurance
  - Other reasonable expenses as agreed by the committee
4. Reimbursement of up to \$250 is available for eligible expenses involving:
  - Groceries
  - Transportation Costs
  - Medical expenses
  - Other sundries for employee and/or dependants
  - Other reasonable expenses as agreed by the committee
5. Expenses eligible under the Conference Award Fund will not be considered for reimbursement.

Reimbursement will be through submission of an itemized expense claim form, paired with original receipts and the written approval of the committee.

### **LETTER OF UNDERSTANDING #TA7**

#### **Re: Prep Time**

Originally signed January 27, 2020

The parties are agreed that TA appointments which include assigned teaching (i.e. seminar, tutorial, laboratory, or studio session) will also include assigned prep time for such teaching. If the union wishes to discuss any questions or concerns they will schedule such through a meeting under Article 10.

**APPENDIX 'D'**  
**Orientation Form**

Each Department will give written notice to each of its employees and to CUPE 4163 of the orientation meeting to be held in accordance with Article 3.02 at least one (1) week in advance of the date of the orientation meeting. Such notice will be consistent with the sample form set out below.

**NOTICE OF MEETING**

In accordance with Article 3.02 above of the Collective Agreement between the University of Victoria and CUPE 4163, the University will arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties). All members of the bargaining unit are expected to attend. During this meeting, time will be provided for a representative of the Union to discuss the function of the Union.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location of Meeting: \_\_\_\_\_

**APPENDIX 'E'**  
**Sample Checklist of Assigned Duties and Approved Work Schedule**

<b>The work schedule must be defined in writing at the beginning of the term, and reviewed and adjusted, if necessary, at the mid-term to ensure the required duties are consistent with, and will be completed within, the defined schedule.</b>	
DEPARTMENT/SCHOOL:	DATE:
POSITION:	COURSE/PROJECT:
APPOINTMENT, From:                      To:	TOTAL HOURS:

**WORK SCHEDULE**

ASSIGNED RESPONSIBILITY (CHECK THOSE APPLICABLE)	HOURS <sup>(1)</sup> (per week or per term)		
	INITIAL	MID-TERM (2), (3), (4)	DAYS/ DATES <sup>(5)</sup>
Establishing Grading Criteria			
Grade Papers/Lab/Studio Assignments			
Lead Seminars/Tutorials, Laboratory/Studio Sessions			
Prepare Teaching Materials for Seminars/Tutorials, Laboratory/Studio Sessions			

Teach Courses in the Absence of a Lecturer				
Prepare for Teaching Courses				
Student Consultation, Deal with Grade Complaints				
Prepare for Student Consultations				
Assist to Design Laboratory/Studio Activities				
Prepare Laboratory/Studio Materials				
Attend Supervising Faculty Member's Lectures				
Attend Orientation/Information/Training Sessions				
Assist in Developing Course Outline				
Supervise mid-Term(s) and/or Final Exam				
Mark Mid-Term(s) and/or Final Exam				
Prepare Tests and other Assessment Instruments				
Keep Records				
Lead Field Trips				
OTHER:				
OTHER: (6):				

EMPLOYEE SUPERVISOR \_\_\_\_\_

CHAIR/DIRECTOR/DESIGNATE \_\_\_\_\_  
Name Signature

Mid-Term Review  
\_\_\_\_\_  
Employee's Signature Supervisor's Signature Date

1. Article 14.02 of the TA Appendix dictates the weekly limit for hours of work. The supervisor enters the expected values in the Initial Hours and Days/Dates columns at the onset of employment. The actual hours as of the mid-term are entered at the mid-term review.
2. This LOU does appear in the CA after 2003.
3. If any problem arises that cannot be resolved by the supervisor and employee, it should be referred to the Chair and Union.
4. A performance review may be completed in accordance with Article 22.02 (Performance Review). A copy will be provided to the employee.
5. List the day or days (e.g., M,T,W,R,F) that the duties are to be performed or the anticipated dates of concentrated work (e.g., marking). For self-scheduled work, use SS.
6. Attach additional sheet(s) if required.

**COPY TO SUPERVISOR, EMPLOYEE, AND ACADEMIC DEPARTMENT FILE**

## NON-STUDENT APPENDIX

**Note: This Appendix contains collective agreement language that pertains specifically to Non-Student employees. It is intended to be read in conjunction with the CUPE Local 4163 Master Agreement. The numbering of the Articles in this appendix is intended to match the numbering of the Articles in the Master Agreement that generally address the same topic.**

### 28.01 Preamble

The University has, as one of its principal mandates, the objective to provide a quality undergraduate education program. To fulfill this mandate the University requires adequate numbers of qualified teaching assistant staff. Within this context the parties recognize the value of employing graduate (and undergraduate) students for academic support positions, to provide experience to complement students' academic programs, and to assist with financial support while they are attending the University.

It is also recognized that in a few cases, it may be necessary to employ non-student employees in term positions where qualified students are not available to meet the requirements of a department's program.

### 3.02 Orientation

During the period up to the fourth (4<sup>th</sup>) week of the first term of the Winter Session, the University will arrange and hold induction/orientation meetings of all members of the bargaining unit in each Department (or equivalent), as per 'Appendix D' of the TA Appendix. During such meetings, up to one half hour will be provided for a representative of the Union to discuss the function of the Union. Departments which handle orientation on an individual basis will inform the Union. The Union may then arrange its own meeting and the Department will distribute to all employees in the Department written notices provided by the Union of any union-organized orientation meeting.

### 3.08 Orientation Forms

Forms notifying employees of the departmental orientation meetings will be consistent with the sample form set out in Appendix D of the TA Appendix.

### 14.04 Breaks

- (a) Employees who are teaching without interruption for more than two (2) consecutive hours will be entitled to a twenty (20) minute paid break every two (2) hours. However, in laboratory classes, the twenty (20) minute paid breaks will be scheduled at a mutually agreed time.
- (b) Employees not covered by 14.04 (a) who work a full-time shift will be permitted a fifteen (15) minute paid break from work both during the first and second half of a shift. Employees working a part-time shift of three and one half (3.5) hours or more will be entitled to one fifteen (15) minute break during the shift.
- (c) Employees will be entitled to an unpaid meal break of at least one half (1/2) hour during any shift of more than five (5) hours.

#### 14.05 **Limits on Split Shifts**

Within any twenty-four (24) hour period, the University will not require an employee's scheduled duties to span a period of more than nine (9) hours (including a meal break) without their agreement. Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of this clause.

#### 16.02 **Vacations**

- (a) Full-time twelve (12) month appointments or contiguous appointments of twelve (12) or more months: ten (10) days' vacation, fifteen (15) days after one year.
- (b) Part-time twelve (12) month appointments or contiguous appointments of twelve (12) or more months: two (2) weeks' vacation; three (3) weeks after one (1) year.
- (c) All other appointments: four percent (4%) vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full-time vacation entitlement of two weeks.

#### 26.02 **Layoff of Employees in Positions that are Not Designated for Students**

- (a) Employees who are appointed to a term of appointment of at least twelve (12) weeks, will, after having worked the first two (2) weeks of the term, be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu. Employees who are appointed to a term of less than twelve (12) weeks but more than four (4) weeks will be entitled to one (1) weeks' notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two weeks of their term.
- (b) Layoff of employees within a department will be in reverse order of seniority within job classification provided employees possess the qualifications and ability to perform the work, and subject to Article 26.02 (c) and (d) below.
- (c) Part-time employees who are laid off may not displace employees appointed in a position with a greater Full-Time Equivalency.
- (d) For greater clarity, employees who are registered in an academic degree program and who were appointed under an Appointment Priority Policy (TA Appendix Article 13) are not subject to displacement by employees laid off from positions not designated for students.

#### 26.03 **Recall Period**

- (a) Employees with seniority who are laid off under Article 26.02 above will be recalled to positions of similar Full-Time Equivalency within their job classification and department, in order of seniority, for up to twelve (12) months from the date of layoff, providing they possess the required qualifications and abilities.



- (b) Recall will be made by email and by written notice of recall delivered by registered mail or courier to the employee's current mailing address. Employees will be responsible for notifying their department heads of their current email and mailing addresses. If employees fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the employee's control.
- (c) Employees who have not been recalled to employment upon the expiration of the twelve (12) month recall period will be terminated from employment.

## 28.02 Long Service Non-Student Employees

Non-student employees whose appointments exceed 0.50 FTE for eight (8) of twelve (12) months in each of four (4) of the past five (5) years, upon agreement of both parties shall then be entitled to the provisions below:

### (a) Vacation

The vacation entitlements below will be provided to these employees in addition to those provided under Article 16.02 (a) above [note: entitlements will be pro-rated if employment is for less than twelve (12) months and/or less than thirty-five (35) hours per week]:

In the fifth (5th) through seventh (7th) calendar year of service, one (1) additional working day per year; in the eighth (8th) calendar year of service, twenty (20) working days plus one (1) additional working day per subsequent calendar year of service to a maximum of five (5) such additional days.

### (b) Severance

Where any of these employees are not re-appointed using the relevant language of TA Appendix Article 13 or recalled from layoff using the relevant language of TA Appendix Article 26, for a period of twelve (12) consecutive months, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may, at its discretion and with the Union's agreement, pay severance on the basis of one (1) week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

### 28.03 Other Non-Student Employees

All non-student employees who are not long service shall be limited to a maximum period of two (2) years of employment (exclusive of any prior employment as a student), except those the University declares exempt. The University will formally notify the Union of such employees who shall then be entitled to the below provisions:

#### (a) Classification

Declaration by the University does not preclude the parties reaching a Long Service Non-Student Employee agreement as noted in 28.02 above for these employees.

#### (b) Termination and Layoff

Where any of such employees are not re-appointed using the relevant language of TA Appendix Article 13 for a period of twelve (12) consecutive months or are laid off using the relevant language of TA Appendix Article 26, then employees will be recalled to positions of similar full-time equivalency within their job classification and department, in order of seniority, for up to twelve (12) months from the date of layoff, providing they possess the required qualifications and abilities and Articles 26.03 (b) and (c) of TA Appendix also apply.

#### (c) Severance

If employees are not recalled as per (b) above, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may, at its discretion and with the Union's agreement, pay severance on the basis of one week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

### **LETTERS OF UNDERSTANDING #NS1 Re: COUS non-student employees**

Originally signed October 20, 2010

Notwithstanding article 13.03 in the TA Appendix, the parties agree that the probation period for non-students appointed for duration of at least three (3) months at half time (0.50 FTE) or more will be three (3) months. The University may extend this probationary period to a maximum of three additional (3) months following consultation with the Union.

## ELC and FLP APPENDIX

**Note: This Appendix contains collective agreement language that pertains specifically to English Language Center and French Language Program Teachers. It is intended to be read in conjunction with the CUPE Local 4163 Master Agreement. The numbering of the Articles in this appendix is intended to match the numbering of the Articles in the Master Agreement that generally address the same topic.**

### 3.02 Orientation

Prior to the start of the Summer Programs, and to the start of any other program as necessary, the English Language Center will arrange and hold induction/orientation meetings of all members covered under this Appendix. During such meetings, up to one half hour will be provided for a representative of the Union to discuss the function of the Union.

### 9.02 Employee Definitions and Seniority for Second Language Teachers

#### (a) Employee Definitions

- (i) Second Language Teachers appointed to teach full-time will, commencing the fourth (4<sup>th</sup>) successive full-time appointment to teach a long term program of twelve (12) or more week's duration, without a break in service other than anticipated layoff period(s), be defined as Regular Sessional employees.
- (ii) All other Second Language Teachers will be defined as Term employees.
- (iii) Second Language Teachers who accept special rotating positions shall normally work in such positions for a maximum of two years. Following their term in such a position, a teacher must teach in regular programs for an equivalent time to their special position service before taking on another special position. If there is sufficient work to maintain a Regular Sessional Teacher's status for two (2) consecutive years, they will be converted to Term status at the beginning of the third (3<sup>rd</sup>) year. [See also Article 26.06 below].

#### (b) Seniority Definitions

- (i) Seniority for Regular Sessional Second Language Teachers will be defined as length of service from the date of appointment as a Second Language Teacher.
- (ii) Regular Sessional Second Language Teachers who elect to work part-time at half-time or more for a period in excess of three (3) consecutive long term programs, will have their seniority pro-rated for part year service.
- (iii) If there is insufficient work to maintain a Regular Sessional Teacher's status for two (2) consecutive years, they will be converted to Term status at the beginning of the third (3<sup>rd</sup>) year. [See also Article 26.06 below].

- (iv) Regular Sessional Second Language Teachers who elect to work part-time at less than half-time for an accumulated period in excess of three (3) consecutive long term programs will have their seniority converted to hours and revert to Term status.
  - (v) If an employee is approved for an extension to a leave of absence (either full or part-time) beyond one year and up to two years, their seniority will not be prorated per article 9.02 (b) (iii) above or converted per article 9.02 (b) (iv) above provided the leave is for bona fide equity or medical reasons or for purposes related to their education.
  - (vi) The parties agree that an end-tailing system for seniority will be used when ELC teachers move up from Term to Regular Sessional. A blending system will be used when teachers move from Regular Sessional to Term. For further clarification, this means that a teacher moving from Term to Regular Sessional will be automatically placed on the bottom of the Regular Sessional seniority list, regardless of their seniority date as determined under the Agreement. The seniority date will still be used for determining benefits. A teacher moving from Regular Sessional to Term will be placed on the list according to their accrued hours, as determined by the formula in Appendix C - Definitions: Seniority of the Master Agreement
  - (vii) It is understood that such teachers may not combine the provisions of Article 9.02 (b) (ii) or (b) (iv) above and Articles 17.14 and/or 17.15 below to avoid pro-rating seniority.
- (c) Seniority for all other Second Language Teachers will be defined as amount of service measured in hours, since their date of hire, subject to Article 9.02 (e) above.
  - (d) Seniority continues to accrue while on approved leaves of absence defined under Article 17 for a maximum period of twelve (12) consecutive months, or for the period of maternity or parental leave as defined in Articles 17.08 and 17.09.
  - (e) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff [see Article 26.05 (d) below], absence without leave for more than three (3) consecutive work days, an acceptance by the employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months (if no work has been available in the twelve (12) month period and they do not work in the first available program after twelve (12) months have elapsed).

#### **13.04 Postings of Vacant Second Language Teacher Positions**

- (a) All vacancies of more than one month duration (not filled through the reappointment process outlined in Article 13.05 below) shall normally be posted for at least ten (10) working days.
- (b) The department may fill a position without a posting, provided that there are no employees available on the Reappointment Priority List (see Article 13.05 below) and where undue delay may force cancellation of a program.

- (c) Copies of all postings shall be sent to the Union. Postings will include the job classification, a summary of the duties and responsibilities of the position, the education and experience required, the hourly rate, the hours of work, and the anticipated starting and completion date of the appointment. In addition, a statement will be included to advise applicants that the University is committed to upholding the values of equity, diversity, and inclusion in our living, learning and work environments. In pursuit of our values, we seek members who will work respectfully and constructively with differences and across levels of power. We actively encourage applications from members of groups experiencing barriers to equity. The University's full equity statement is located at [www.uvic.ca/equitystatement](http://www.uvic.ca/equitystatement).
- (d) Normally, new appointments shall be confirmed in writing to the successful applicant in advance of the commencement of the course(s). New appointments may be cancelled within the first two (2) weeks of each term if enrollment is insufficient. After the first two (2) weeks, any termination of an appointment will be implemented in accordance with the layoff and/or termination procedures in Article 26 below.

### 13.05 Reappointment of Second Language Teachers

- (a) All Regular and Term employees with seniority will be placed on a Reappointment Priority List in order of seniority. This list will be posted in the English Language Centre and will be copied to the Union.
- (b)
  - (i) Regular Sessional employees are expected to teach three (3) full-time long term programs or equivalent per year unless taking a session out once in every three (3) calendar years under Article 17.15 below. Regular Sessional employees will teach either September, January and April ELPI sessions or equivalent with summer as the layoff period, or September ELPI, January ELPI or equivalent and Summer ELPI with April ELPI session as the layoff period.
  - (ii) Regular Sessional employees may, subject to operational considerations and required qualifications, request to replace one (1) long term program each year with alternative short term programs of at least eleven (11) weeks' total duration, without loss of seniority, benefits, or ability to request leave under Article 17.14 and/or 17.15 below.
  - (iii) Regular Sessional employees may request to teach half-time for a period of up to two (2) years for equity or medical reasons without loss of seniority.
  - (iv) Regular Sessional employees who teach less than thirty-six (36) weeks in a year will have their seniority pro-rated pursuant to Article 9.02 above.
- (c)
  - (i) Regular Sessional employees will, following assignment to long term programs, and in the order in which each teacher appears on the Reappointment Priority List, have priority for additional appointment(s) to teach short term programs of less than twelve (12) weeks' duration during their anticipated layoff period(s) or develop materials. Additional appointments will be distributed equitably over time amongst such senior employees, are subject to operational considerations and required qualifications, and are not intended to result in excess of a full-time annual equivalent appointment inclusive of any paid vacation, holiday and professional development time.

- (ii) Regular Sessional employees must apply to teach additional short-term programs during the anticipated layoff period by November 15th of each preceding calendar year. Regular Sessional teachers with a layoff period in July and August will have until May 1st to add short term programs during the summer layoff period and until May 15th to drop short term programs during the summer layoff period. Notwithstanding Article 13.05(c)(i) above, Regular Sessional employees will be appointed to the summer program of their choice in order of seniority, subject to operational considerations as outlined in Article 13.05(d)(i) below, so long as the appointment does not result in an annual full-time equivalency of more than 1.00 FTE.
- (d) (i) Regular Sessional English Language Teachers will submit their work intentions and preferences for the upcoming calendar year, including their intention to replace a long term program with eleven (11) weeks of short term programs and/or their intention to teach additional short term programs during their anticipated layoff period, to ELC Management by November 15<sup>th</sup> of the preceding year. Work schedules will then be determined by Management by December 15<sup>th</sup>, based on work availability, seniority, required qualifications and operational considerations including teaching coverage requirements at peak enrollment periods, and, to the extent it is operationally possible, the employee's work intentions and preferences.
  - (ii) Each teacher will be appointed, based on their intended work schedule, from January 1st to December 31st at a Full-Time Equivalency (FTE) of no more than 1.00 FTE. The intent is that all vacation days will be included in the work schedule and there will be no vacation carry over to the following calendar year.
  - (iii) Any changes by a teacher to their intended work schedule must be made no later than May 1st, with the exception of drops of summer programs by Continuing Teachers which may be made up to May 15th. Such changes or drops may require a revised annual FTE that will result in a reconciliation of pay. Other events, (e.g. Leaves of Absence, Session Out) may also require a revised annual FTE that will result in a reconciliation of pay. In this event a revised appointment will be processed for the remainder of the year so that time worked over the calendar year equals time paid.
  - (iv) Should a revised appointment due to a Session Out or Leave of Absence result in a teacher no longer being eligible for benefit cost sharing, that teacher will be provided the opportunity to remain on the benefit plans provided they pay both their and the University's premium costs for the duration of the revised appointment.
  - (v) In the case of a teacher who is not working, should a reconciliation require a repayment of monies overpaid, the teacher will make such payment by way of post-dated cheque(s) as reasonably required by the University. Conversely, should a reconciliation require payment of wages owing to a teacher who is not working, the University will make payment as soon as reasonable.
- (e) All Term employees will then have priority for reappointment to long and short-term programs when positions become available, based on seniority and required qualifications.

- (f) Normally, reappointments will be confirmed in writing to the employee in advance of the commencement of term. Reappointments may be cancelled within the first two (2) weeks of each term if enrollment is insufficient. In such cases, the affected Term employee's seniority will be credited with service equivalent to the term that would have been worked, unless other employment of equal or longer duration is offered to compensate for the cancelled appointment. Where the affected employee's seniority is credited with service equivalent to the term that would have been worked, this is for the purpose of reappointment priority only and does not confer any other rights or benefits that would accrue if the equivalent time had been worked. After the first two (2) weeks, any termination of an appointment will be implemented in accordance with the layoff and/or termination procedures in Article 26 below.
- (g) When a Term Teacher substituting for a Second Language Teacher who has been sick for a number of days subsequently replaces the Teacher for the duration of the program due to continued illness, the substitute will be put on contract, and paid accordingly, retroactive to the first day of subbing. [Also see LOU #ELC2 on Substitute Teachers.]

#### 13.06 Probation

- (a) English Language Centre Term Teachers newly hired will have probation as follows:
  - (i) The probation period will be six hundred and fifty (650) contract contact hours.
  - (ii) Probation will include the following structures: HR support; observations done jointly by a director (or designate) and a peer teacher selected from an agreed on roster (should a probationary employee choose a specific peer Teacher such choice will not be unreasonably refused); written reviews approximately every two hundred and fifty (250) hours; and should a staff member not pass probation, an exit-meeting to explain reasons.
  - (iii) Probation will be passed upon completion of six hundred and fifty (650) contract contact hours unless extended by agreement of the parties. Upon passing probation, all hours, including any substitute teaching work, will be applied to seniority.
  - (iv) Decisions on non-successful conclusion to probation are not subject to the grievance procedure.
  - (v) The English Language Centre will provide the Union with copies of the probationary rankings list whenever changes to it occur.
  - (vi) The English Language Centre will not conduct routine observation of staff who have passed probation. Upon passing probation, there will be no numerical standards applied to student evaluations; should student evaluation comments or other complaints cause concern, Management will call a meeting with the teacher and Union to discuss the issue. Further observation will take the same form as the probation review.

(b) Other Second Language Teachers

- (i) All other Second Language Teachers will be on probation until they have completed nine hundred (900) hours worked (approximately four hundred fifty (450) classroom contact hours).
  - (ii) Notwithstanding the above, those other Second Language teachers who reach the second anniversary from the date of their initial appointment and who have accrued seven hundred (700) hours of time worked will be considered to have successfully completed their probation. Those Teachers who have not accrued seven hundred (700) hours of time worked by their second anniversary will remain on probation for such further period as mutually agreed by the parties.
  - (iii) The above probation periods may be extended or reduced by mutual agreement of the parties.
- (c) Second Language Teachers who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours' notice or pay in lieu of notice.

**14.08 Work Week**

(a) Long Term Programs

- (i) The standard work-week for full-time Regular Sessional and Term Second Language Teachers in the English Language Centre (ELC) teaching a program that is greater than twelve (12) weeks in duration, in the Division of Continuing Studies is thirty-eight and one-half (38.5) hours, Monday to Friday. Teaching days may vary by program. Any temporary deviation from this standard (e.g. to work special assignments, to vary teaching assignments) will be by mutual agreement of the parties.
- (ii) The standard work-week for full-time Second Language Teachers teaching other programs in the Division of Continuing Studies that are greater than twelve (12) weeks in duration is thirty-five (35) hours, Monday to Friday. Teaching days may vary by program. Any temporary deviation from this standard (e.g. to work special assignments, to vary teaching assignments) will be by mutual agreement of the parties.
- (iii) Full-time teachers in long-term programs in the ELC instruct for eighteen (18) contact hours per week, Monday to Thursday or Tuesday to Friday, either in an AM block from 8:30 to 1:00 PM, or a PM block from 1:00 PM to 5:30 PM. There is a fifteen (15) minute break at the end of each of the two (2) classes in a teaching day (AM or PM). The remaining hours (other than contact hours) include associated duties as outlined in the classification description.
- (iv) Teachers in other programs in the Division of Continuing Studies teach consistent with 14.08 (a) (iii) above, however, due to the nature of the programs most teaching appointments are part-time and many classes are taught in the evenings.



(b) Short Term Programs

- (i) The standard work-week for full-time Second Language Teachers teaching a short term program of less than twelve (12) weeks duration within the English Language Centre Studies and in the La Maison Francaise Summer Program is thirty-eight and one-half (38.5) hours Monday to Friday.
- (ii) The standard work-week for full-time Second Language Teachers teaching other short term program of less than twelve (12) weeks duration within the Division of Continuing Studies is thirty-five (35) hours, Monday to Friday.
- (iii) Teachers teaching a short term program in the ELC instruct for twenty (20) contact hours per week, Monday to Friday. There is a twenty (20) minute break between classes at the midpoint of the teaching day (AM or PM). The remaining hours (other than contact hours) include associated duties as outlined in the classification description.
- (iv) Teachers in other programs in the Division of Continuing Studies teach consistent with 14.08 (b) (iii) above, however, due to the nature of the programs most teaching appointments are part-time and many classes are taught in the evenings.

(c) Changes to Overall Work Scheduling of Second Language Teachers

In the event bona fide operational reasons arise which the University believes warrant a change from the scheduling standards defined above, the University will advise the Union of any proposed changes and the reasons. The Union undertakes that it will not unreasonably deny agreement to proposed changes.

**16.02 Vacations**

- (a) Full-time Regular Sessional Second Language Teachers will be eligible for fifteen (15) days' vacation at the commencement of their second year of service. Such employees will receive one (1) additional working day per year of service in the fifth (5th) through seventh (7th) calendar year of service; in the eighth (8th) calendar year of service, twenty (20) working days plus one (1) additional working day per subsequent calendar year of service to a maximum of five (5) such additional days. The above vacation entitlements will be pro-rated if employment is less than twelve (12) months and/or less than thirty-eight and one-half (38.5) hours per week.
- (b) The University may schedule the vacations of Regular Sessional Second Language Teachers during the shorter periods of time between the long-term programs that would otherwise be designated layoff periods.
- (c) (i) Term Teachers who have not reached the 5th anniversary of their seniority date and all Probationary Second Language Teachers will be entitled to four percent (4%) vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full-time vacation entitlement of two weeks.

- (ii) Term Teachers who have reached the 5th anniversary of their seniority date and have worked 4250 hours will, effective their next appointment, be paid six (6%) vacation pay.

#### 16.04 **Group Benefit Plans- Regular Sessional Employees**

All Regular Sessional Second Language Teachers who are appointed at half-time or more and are eligible under the terms of the following mutually accepted group benefit plans will, as a condition of employment, participate under the qualifying conditions noted below. Regular Sessional full-time Second Language Teachers who are subsequently reduced to part-time status at half-time or more due to disability accommodation/leave of absence requests will remain eligible for Group Benefit Plan participation.

##### (a) Staff Pension Plan

Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.

##### (b) Contributions

All eligible employees will contribute by payroll deduction in accordance with the requirements of the Staff Pension Plan.

##### (c) Basic Group Life Insurance Plan

Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.

##### (d) Optional Group Life Insurance Plan

Regular Sessional full-time Second Language Teachers become eligible upon joining the Basic Group Life Insurance Plan and upon providing evidence of insurability.

##### (e) Medical Services and Extended Health Benefit Plans

Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.

##### (f) Dental Plan

Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the commencement of appointment to a Regular Sessional Second Language Teacher position.

##### (g) Long Term Disability

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

In the event the LTD Plan benefits need to be altered in order to contain costs, the University will provide two (2) months' notice to CUPE Local 4163, and will consult

with CUPE Local 4163 through the President of CUPE Local 4163. All regular sessional employees who are eligible under the terms of the LTD Plan will, as condition of employment, participate in the plan the first day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position. For further information about the LTD Plan, reference should be made to the Benefits Handbook available from the Human Resources Department.

(h) Premiums

Regular Sessional Second Language Teachers will contribute twenty-five percent (25%) of the required total premiums for Medical, (until the cessation of employee premium requirements), Extended Health, Basic Group Life, and Dental Plans by payroll deduction. Employees will contribute 100% of Optional Group Life premiums.

#### 16.05 Group Benefit Plans –Term Employees

Term employees who are eligible under the terms of the following mutually accepted group benefit plans may participate under the qualifying conditions noted below. Term employees who choose to enroll are required to maintain coverage under these plans until the end of their term or contiguous terms.

(a) Medical Services and Extended Health Benefit Plans

Term Second Language Teachers, are eligible for voluntary participation provided their appointment is for a minimum of three (3) consecutive months and half time or more, or, employees who accumulate a minimum of eight hundred and fifty (850) hours worked in a calendar year, will be eligible to participate in the Medical Services and Extended Health Plans and will maintain eligibility unless they do not work for four (4) consecutive months, or they do not accumulate eight hundred and fifty (850) hours in successive calendar years. Employees will be responsible for the full premiums in any month that they work less than seventy-five (75) hours.

(b) Premiums

Term Second Language Teachers will contribute fifty percent (50%) of the required total premiums for Medical Services (until the cessation of employee premium requirements) and Extended Health plans by payroll deduction.

#### 17.08 Maternity Leave

(a) Employees who have given birth to a child are entitled to seventeen (17) consecutive weeks of maternity leave without pay.

(b) Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the employee is eligible to apply for sick leave under Article 17.13 of the Master Agreement.

## 17.09 Parental (Including Adoption) Leave

Employees who meet the requirements of one (1) of the following categories are entitled to parental leave without pay as outlined below:

- (a) (i) An employee who has given birth to a child is entitled to either thirty-five (35) consecutive weeks of standard parental leave without pay or sixty-one (61) consecutive weeks of extended parental leave without pay if maternity leave is taken. If maternity leave is not taken, an employee is entitled to either thirty-seven (37) consecutive weeks of standard parental leave without pay or sixty-two (62) consecutive weeks of extended parent leave without pay.
- (ii) The total maternity and parental leave taken must not exceed seventy-eight (78) weeks unless further leave is granted under the provisions of Article 17.08 (b) above and/or Article 17.09 (d) below.
- (b) A co-parent a child, or another person who is recognized by the child's birthing parent as their life partner, and who will act as a parent in relation to the child, is entitled to thirty-seven (37) consecutive weeks of unpaid leave for standard parental leave or sixty-two (62) consecutive weeks for extended parental leave.
- (c) An employee who is the adoptive parent of a child is entitled to thirty-seven (37) consecutive weeks of unpaid leave for standard parental leave or sixty-two (62) consecutive weeks for extended parental leave.
- (d) 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 parent benefit of sixty-one (61) weeks, such that the total parental leave is extended to sixty-nine (69) weeks.
- e) 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 which placed the child, to be suffering from a physical, psychological or emotional condition.

## 17.10 Maternity/Parental Leave Supplementary Benefit

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

- (a) Where an employee is required to serve a one (1) week waiting period for Employment Insurance maternity or parental benefits, the University will pay ninety-five percent (95%) of the employee's normal basic earnings for the first one (1) week. For the last week of parental leave, regardless of the length of parental leave chosen, the employee will receive from the University the equivalent of one (1) week at fifty-five percent (55%) of average weekly EI insurance earnings to reflect one (1) week reduction in the EI benefit waiting period.
- (i) During the next seventeen (17) weeks of maternity or parental leave, the employee will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
  - (ii) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 17.10 above, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 17.11 below.
- (b) Where a one (1) week waiting period for Employment Insurance maternity or parental benefits is not required, the University will pay the employee, for up to eighteen (18) weeks, a salary payment equal to the difference between ninety-five percent (95%) of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
- (i) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 17.10 above, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 17.11 below.
- (c) If both parents of a child are regular employees who are eligible for the Supplementary Benefit under this Article, then either parent may apply for the Supplementary Benefit in its entirety, or the Supplementary Benefit may be divided between them. In no case will the Supplementary Benefit be paid for a period or combined period in excess of eighteen (18) weeks.

#### **17.11 Maternity/Parental Leave – Other Conditions**

- (a) (i) Employees are required to contribute their share of the cost of the Personnel Benefits Programs in which they are enrolled while they are in receipt of Supplementary Benefits and the University will continue to contribute its share of the cost of the programs.

- (ii) If an employee is not eligible to receive Supplementary Benefits, or once Supplementary Benefits have been exhausted, or during any period of maternity or parental leave without pay, the University will continue to contribute its share of the cost to the Personnel Benefits Programs unless the employee elects in writing not to continue to pay the employee's share.
- (b) Vacation and sick leave entitlements will continue to accrue during a maternity or parental leave.
- (c) Applications for further leave without pay, special leave or sick leave, prior to or after the maternity or parental leave periods identified above, may be made in accordance with Article 17 as appropriate.
- (d) Employees who return to work from a period of maternity or parental leave will be returned to their original position without loss of rights or benefits. Where it is not possible to return an employee to their original position, following consultation with the Union, the employee will be placed in a comparable position without loss of rights or benefits.
- (e) Supplementary Benefits will be paid when eligible employees provide proof that they are receiving Employment Insurance maternity or parental benefits or that they are disqualified from receiving or continuing to receive such benefits either because they have worked an insufficient number of insurable weeks, or because such benefits have been exhausted, or because they are now in the waiting period for such benefits.
- (f) Such proof will not be made available by Employment Insurance until after the leave has commenced and hence the Supplementary Benefit payments will be retroactive.
- (g) Should the level of Employment Insurance maternity and parental benefits be reduced from the level of such benefits in effect as at April 1, 1995, the Supplementary Benefit paid to an employee under Article 17.10 above will be reduced accordingly.

### 17.13 Sick Leave

An employee who is prevented, by sickness or injury not covered by Workers' Compensation, from performing their normal assigned duties is, subject to providing a certificate from a qualified medical practitioner to the University on request, entitled to sick leave under the following terms:

- (a) Based on one and one-quarter (1¼) days per month of full-time service, provided the appointment is for a minimum of three (3) consecutive months and half-time or more. Part-time appointees who qualify as above shall be entitled to sick leave credits on a pro-rated basis. Employees who are reappointed may carry forward any accumulated sick leave up to a maximum of one hundred and thirty (130) days.

- (b) Employees will turn over or cause to be turned over to the University any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party as a result of a claim for lost wages, where employees have used their sick benefit as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood that the amount an employee is required to repay to the University for a claim of lost wages will be net of verified expenses incurred by the employee to recover that claim.
- (c) A physician's certificate may be required by the University at any time in case of illness. Requests for physician's certificates for illnesses of less than five (5) days require the approval of the Associate Vice President of Human Resources (or designate). Such approval will only be granted where it is established that sick leave use is excessive and/or there is reasonable cause to suspect abuse of sick leave benefits. On submission of a physician's receipt, the University will reimburse the employee for the fee, if any, levied by a physician for providing such a certificate required by the University, for an absence of five (5) days or more.
- (d) Employees in appointments of less than three (3) consecutive months and/or of less than half-time who become ill, may, with the approval of their supervisor, arrange to exchange with another employee, or, may make up lost time, as an alternative to payroll deduction. Approval will not be unreasonably withheld. This may be limited to no more than five (5) working days each academic term.
- (e) English Language Centre Term Teachers have a sick leave plan that provides to an employee who accrues eight hundred and fifty (850) hours of paid time in one calendar year, the accrual of sick leave entitlement in the following year based on one and one-quarter (1¼) days per month of full-time service. Part-time appointees who qualify as above shall be entitled to sick leave credits on a pro-rated basis. Employees who are reappointed may carry forward any accumulated sick leave up to a maximum of one hundred and thirty (130) days. This plan will provide entitlement effective the 2017 calendar year.
- (f) Other Second Language Teachers – see Article 17.13 (a) for accrual provisions.

#### **17.14 Long Term Leave Without Pay**

Applications for long term leave of absence must be made in writing, including a proposed return to work date, normally by November 15<sup>th</sup> of each preceding calendar year, unless precipitated by bona fide medical reasons or family emergency. Subject to operational considerations, such applications will not be unreasonably denied.

#### **17.15 Session Out for Second Language Teachers**

- (a) Regular Sessional Second Language Teachers may apply for a session out without pay once in every three (3) calendar years, without loss of seniority or reappointment rights under Article 13.05 above.

- (b) Preferably, Teachers will apply by November 15<sup>th</sup> of the preceding calendar year, but no later than one (1) month prior to the requested session out, stating the reasons for the leave. The manager will normally respond within two (2) weeks of receipt of the application. Subject to operational considerations, such applications will not be unreasonably denied.
- (c) Where operational constraints limit the number of leaves available to Regular Sessional teachers as a general rule, applications for a session out under Article 17.15 will take precedence over applications under Article 17.14 above, unless the leave requested under Article 17.14 above is for bona fide medical reasons. Where a conflict arises, the parties will consult and find a mutually agreeable resolution.

#### **17.17 Seniority accrual and pay step advancement while on approved leaves**

Regular sessional and term sessional instructors at the English Language Centre move up on the pay scale and continue to accrue seniority while on the following approved leaves of absence: Maternity, Parental, Sick, and Long Term Disability (LTD). Instructors will be credited with the pay and seniority increase that they would have obtained had they not been on an approved leave.

#### **24.04 Pay Step Movement**

- (i) Step increases will normally occur only on September 1<sup>st</sup> of each year;
- (ii) Regular Sessional second language instructors who teach two (2) long term programs (or an equivalent combination of long term and short term programs) in an academic year (Sept 1 through Aug 31) will move up one step on the pay scale in Schedule 2;
- (iii) FLP Instructors will advance to the next pay step upon completion of their probation period as outlined in Article 13.06(d) above;
- (iv) Term second language instructors who teach 900 hours in an academic year (Sept 1 through Aug 31) will move up one step on the pay scale in Schedule 2.

#### **25.02 Professional Development Funds for Second Language Teachers**

- (a) Commencing April 1, 2021, Regular Sessional Teachers will be entitled to two hundred and fifty dollars (\$250) each fiscal year (April to March) to use for professional development. Regular Sessional Teachers will be allowed to carry over any unused funds to a maximum of one thousand dollars (\$1,000).
- (b) Commencing April 1, 2021, Term Teachers in the English Language Centre and French Language Program who have worked a minimum of 4250 seniority hours and have worked a minimum of 900 hours in the previous calendar year will be entitled to two hundred and fifty dollars (\$250) each fiscal year (April to March) to use for professional development. Term Teachers will not be allowed to carry over any unused funds to a maximum of one thousand dollars (\$1,000) provided they remain qualified.



- (c) Professional development activities will include formal or online courses and programs, workshops, seminars, and conferences that contribute to enhancing student learning. Professional development funding may also be applied to purchasing approved educational equipment (e.g. software or apps) directly related to teaching. Any software purchase must be pre-approved by the Division of Continuing Studies for support.
- (d) Items and equipment purchased with Professional Development funds are the property of the University. Upon retirement or termination of employment, assets acquired with Professional Development funds must be returned to the department. If the University is unable to re-allocate the assets the employee may purchase the assets at its current fair market value by contacting Purchasing Services for an evaluation.
- (e) Funding is available from savings accruing due to Service Improvement Allocation funding. As the funding is continuing in nature, if the parties do not extend this article in the next collective, these funds will be redirected to another mutually agreed purpose.

**26.04 Appointments Cancelled During First Two Weeks Of Program Where Second Language Teachers Have Commenced Work**

- (a) Second Language Teachers who commence work and whose appointments are cancelled during the first two (2) weeks of a program [see Articles 13.04 (d) above and 13.05 (e) above] will be entitled to notice for the time remaining during the first two (2) weeks, or pay in lieu.
- (b) During the first two (2) weeks of a program, Regular Sessional Second Language Teachers who were appointed to teach a program of twelve (12) or more weeks, will be laid off in reverse order of seniority. Provided such teachers possess the qualifications and ability to perform another position, they may displace the least senior teacher within any other long-term program that commenced at the same time. Any layoff will be implemented with the minimum necessary number of displacements, to avoid disruption to programs.
- (c) During the first (1<sup>st</sup>) week of a program, Regular Sessional and Term Second Language Teachers who were appointed to a term of appointment of at least six (6) weeks but less than twelve (12) weeks, will be laid off in reverse order of seniority. Provided teachers possess the qualifications and ability to perform another position, they may displace the least senior teacher within any other program that commenced either at the same time or at a later date. Any layoff will be implemented with the minimum necessary number of displacements, to avoid disruption to programs.

## 26.05 Unanticipated Layoff Following First Two weeks Of Program

- (a) Regular Sessional and/or Term Second Language Teachers teaching a long term program will be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu after having worked the first two (2) weeks of a program. After three (3) consecutive years of service, Regular Sessional employees will be entitled to three (3) weeks notice, with one (1) additional week of notice for each subsequent year of completed service (full-time or part-time) up to a maximum of ten (10) weeks' notice (or pay in lieu), or the amount of notice to the end of the term, whichever is less.
- (b) All Second Language Teachers who are appointed to a term of appointment of less than twelve (12) weeks will be entitled to two (2) weeks' notice of layoff, or pay in lieu, after having worked the first two (2) weeks of a session.
- (c) Second Language Teachers who are appointed to a term of appointment of less than twelve (12) weeks may only displace another teacher appointed to another program if that other program has not yet commenced and the displaced teacher has less seniority.
- (d) Recall will be made by email and by written notice of recall delivered by registered mail or courier to the Second Language Teacher's current mailing address. Teachers will be responsible for notifying their department heads of their current email and mailing addresses. If teachers fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the teacher's control.

## 26.06 Pre-Layoff Canvass

Where Management identifies a need to proceed with a layoff of Regular Sessional Second Language Teachers, Management shall, prior to issuing a layoff notice under Article 26.05, notify the Union that they will be canvassing all Regular Second Language Teachers to explore possible viable alternatives to the layoff. The ability of Management to implement any viable alternative is limited, in part, by meeting ELC program commitments, budgetary considerations and the applicable sections of the Collective Agreement.

## 26.07 Severance Pay

Where any Regular Sessional Second Language Teachers with seniority under Article 9.02(b) (i) above are not assigned to long term programs in accordance with Article 13.05(b) above, or are not recalled from an unanticipated layoff under Article 26.05(a) above, for a period of twelve (12) consecutive months, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may, at its discretion and with the Union's agreement, pay severance on the basis of one (1) week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

## Salary Schedule

### Second Language Teachers Component 2

Steps	Sept 1/19	Sept 1/20	Sept 1/21
1	27.51	28.06	28.63
2	28.33	28.89	29.47
3	29.14	29.72	30.31
4	29.85	30.45	31.05
5	30.48	31.09	31.72
6	31.12	31.74	32.38
7	31.77	32.40	33.05
8	32.40	33.05	33.71
9	33.06	33.72	34.40
10	33.71	34.38	35.07
11	34.41	35.10	35.80
12	35.12	35.82	36.54
13	35.86	36.57	37.30

### Substitute Teachers

Steps	Sept 1/19	Sept 1/20	Sept 1/21
Sub Rate	38.77	39.55	40.34

**LETTERS OF UNDERSTANDING #ELC1**  
**Re: Articles 16.03 (a); 16.04 (a) and (g)**

Originally signed March 18, 2004

Changes to Staff Pension and LTD Plans

The Canadian Union Of Public Employees Local No. 4163 (Re: The Component I & II Collective Agreement) and the University of Victoria (the parties) reached agreement in principle in the 2003 to 2006 Collective Agreement to include CUPE Local 4163 Component II Regular Sessional employees (subject to eligibility) in the Long Term Disability Plan (the LTD Plan) available to CUPE Local 951 employees, subject to conditions that were outlined under the former LOU#2 in that agreement.

In the 2006 to 2010 Collective Agreements between CUPE Locals 917 and 951, the LTD Plan was extended to cover CUPE 917 employees. CUPE Locals 917 and 951 also agreed to certain changes to the Staff Pension Plan and to improvements in the LTD Plan.

The improvements to the LTD Plan apply to all eligible CUPE 4163 Component II Regular Sessional employees. The increase in the cap limit has been incorporated into Article 16.04(g).

The parties agree that CUPE Local 917 and 951 members will have majority voice in relation to CUPE Local 4163 with respect to the administration of the Long Term Disability Plan between the Locals and the University.

**LETTER OF UNDERSTANDING #ELC2**  
**Re: Substitute Teachers**

Originally signed March 18, 2004  
Modified February 10, 2020

The following conditions will apply when a substitute teacher is required:

1. In so much as practical, teachers and head teachers will make a good faith effort to call substitutes on the basis of their place on the substitute call list. The teacher requiring a substitute is responsible for calling potential substitutes in accordance with the Centre's guidelines for substitutes. If the teacher requiring the substitute is too ill to find a substitute or cannot otherwise find one, that responsibility falls to the Head Teacher/Program Coordinator.
2. Term teachers will accrue hours teaching as a substitute and such hours will count for seniority purposes after the teacher has passed probation.
3. Substitutes receive an hourly rate, as noted in Schedule 2, in recognition of the fact that they are often required to do some preparation. This hourly rate will increase consistent with the percent and timing of the general wage increases applied to Term Second Language Teachers.

4. On the fourth (4<sup>th</sup>) consecutive day of substituting for an absent instructor, unless the absent instructor is still preparing lessons, the substitute teacher will be paid for contact and preparation time in accordance with the pay scale step for their normal assignment. If the Substitute Teacher has no previous ELC assignments she/he will be paid in accordance with Step 1 of wage schedule 2.

**LETTER OF UNDERSTANDING #ELC3**  
**Re: Teacher Movement**

Originally signed November 21, 2006  
Modified November 27, 2019

**1. Elective Teachers**

Elective teachers may not move between ELC programs after the second (2<sup>nd</sup>) week of classes except in the case of taking a contract to replace a teacher on sick leave. In this case, the elective teacher, if they choose, will be permitted to drop the elective schedule to take over the core teacher's schedule. The elective teacher is responsible for meeting with the replacement teacher and preparing them to take over the class(es). This includes transferring the marks to date in a readable and concise format. The teacher must also make him/herself available to the students (in particular at the end of a program) either in person or via email to explain marks or answer other questions students may have about their class progress. The elective teacher, to replace a core teacher on sick leave, will be called in order of seniority and not restricted by how many elective classes he/she is currently teaching.

**2. Short Term Program Teachers**

Teachers in the short term programs will not be eligible to take the contract of a twelve (12) week teacher if the short term program has already been in session for one week or longer, with the following exception: up to one such teacher may transfer from a Monthly English to a 12 week program each time a 12 week program is offered before the end of the second week of the Monthly English program. It is the intent of both parties that this exception should not continue if there are two (2) separate instances where student input indicates that such a transfer and replacement are adverse to the interests of the Centre. When the Director determines there is such an adverse interest s/he will notify the union and convene a meeting to review the student input and the determination on a case-by-case basis. Should there be reasonable grounds to change this determination, such a change will not be unreasonably withheld.

**LETTER OF UNDERSTANDING #ELC4**  
**Re: Notice to Drop Programs**

Originally signed June 15, 2011

If a term instructor wishes to drop a program, they must give:

- (a) 6 weeks written notice before the start dates of the August programs but no later than June 15,
- (b) 4 weeks written notice before the start dates of the January and July programs,
- (c) 3 weeks written notice before the start dates of all other programs.

**LETTER OF UNDERSTANDING #ELC5**  
**Re: Preparation Time During Statutory Holidays**

Originally signed September 20, 2012  
Modified November 27, 2019

The parties acknowledge that there is a need to compensate teachers in the ELPI Programs for the time they use over the Statutory Holidays to prepare for their courses. For this purpose, the parties agree that:

- (a) The practice of the parties under Article 14.08 (a) (iii) with respect to preparation time for contact hours is to attach such time to a specific day of the week. For the teachers on a Monday to Thursday cycle, the Friday of each week is designated as the preparation day. For the teachers on the Tuesday to Friday cycle, the Monday of each week is designated as the preparation day.
- (b) When a designated preparation day falls on a statutory holiday and teachers cannot be given an alternate day in lieu, teachers will receive regular pay to compensate them for their preparation work.

**LETTER OF UNDERSTANDING #ELC6**  
**Re: Part time work pre-retirement**

Originally signed March 31, 2016  
Modified December 18, 2019

In cases where a teacher signs an agreement to accept retirement up to a maximum of two years hence, that teacher will be permitted to accept less than fulltime work without it affecting their Continuing status or seniority. This opportunity will apply to no more than two teachers at any given time. The teacher must submit their work schedule request by no later than November 15<sup>th</sup> of the preceding year.

Part time work may be comprised of existing programs (Monthly English, electives, etc.) and/or may include teaching a single class section in the long term programs. It may also include working full-time for half (½) of the year. Under no circumstances will a teacher be permitted to teach only a portion of a class. Teachers accepting part time work will not be permitted to resume full time work. Professional development will be pro-rated.

Accepting part time work may require a teacher to attend additional duties outside the part-time schedule (e.g. field trips, orientations tests and professional development). Such duties will be considered as “other duties as required” and will not accrue additional pay. Similarly, teachers working only one class section in long term programs will be required to perform within the scope of their normal appointment, duties such as:

- Work the full placement speaking test day, administer late speaking tests, and perform final speaking tests at the end of the program. For the final speaking test, the Head Teacher will make an effort to divide the work proportionately but in cases where the schedule cannot accommodate part time testers, the teachers will be required to administer the test for the full schedule.
- Attend both start up and end of session all teachers (mass) meeting as well as one of the first two and the third Core meeting each term.
- Attend half the field trips, in the event there is only one field trip, both teachers will attend.
- Meet within the first two weeks of the program to agree upon how the above meetings and field trips will be divided as well as the division of guest speakers so that everything is shared equitably and present the written plan to the Head Teacher. In cases where agreement cannot be reached, the Head Teacher will decide.

**LETTER OF UNDERSTANDING #ELC7**

**Re: Regular Sessional Teachers in the English Language Centre converting to Term Status (Article 9.02(b) )**

Originally signed February 10, 2020

Notwithstanding the provisions of Article 9.02(b), the parties are agreed to the following conditions, to be applied on a trial basis commencing the start of the 2021 calendar year through to the end of the 2022 calendar year:

1. Regular Sessional Second Language Teachers may request to have their seniority converted to hours and revert to Term status.
2. Requests to revert to Term status effective the upcoming calendar year must be submitted to Management by November 15<sup>th</sup> of the preceding year.
3. Such conversions to Term status will be capped to a maximum of one (1) per calendar year based on seniority.
4. The Teacher who has reverted to Term status will not be eligible for Regular Sessional status for a period of three (3) calendar years from the date of reverting to Term status.
5. The University will review the impact such changes to Term status has on:
  - (a) the English Language Centre meeting its operational considerations, including teaching coverage requirements at peak enrollment periods, and
  - (b) Term employees seeking to gain Regular Sessional employee status.

Such review will occur no later than two (2) months before the end of the current agreement.



## LETTER OF UNDERSTANDING #ELC8

### Re: Regular Sessional Employees in the English Language Centre converting to Half-Time Status for up to 2 years (Article 13.05)

Originally signed February 10, 2020

Notwithstanding the provisions of Article 13.05, the parties are agreed to the following conditions, to be applied on a trial basis commencing the start of the 2021 calendar year through to the end of the 2022 calendar year:

- (a) Regular Sessional employees may request to teach less than the required full time workload, which is three (3) full time long term programs or equivalent, but not less than half-time (0.50 FTE) in a calendar year for a period of up to two (2) years without any adverse effects upon seniority or benefits.
- (b) Regular Sessional employees will submit their request to teach a lesser workload, as noted above, for the upcoming calendar year along with their work intentions and preferences to Management by November 15<sup>th</sup> of the preceding year.
- (c) Approval of such reduced teaching requests will be capped to a maximum of two (2) Regular Sessional employees at any given time.
- (d) Approval of reduced teaching schedules will then be determined by Management by December 15<sup>th</sup>, based on work availability, seniority, required qualifications and operational considerations, and to the extent its operationally possible the employee's work intentions and preferences.
- (e) Once approved, teachers will not be permitted to alter the determined work schedule and are excluded from the provisions of Article 13.05(d)(iii).
- (f) Term teachers who are assigned the teaching work made available as a result of the reduced workload will not have said teaching assignment count towards the requirements to gain Regular Sessional Teacher status.
- (g) The University will review the impact that reduced teaching has on:
  - (i) the English Language Centre meeting its operational considerations, including teaching coverage requirements at peak enrollment periods, and
  - (ii) Term employees seeking to gain Regular Sessional employee status.

Such review will occur no later than two (2) months before the end of the current agreement.

**LETTER OF UNDERSTANDING #ELC9**  
**Re: Conference Award Fund**

Originally signed February 10, 2020

Effective the signing date of this agreement, the Parties are agreed, for the life of the collective agreement, to create a fund to support conference awards that will be available to eligible CUPE Local 4163, Component 2 Teachers in the English Language Centre. The purpose of the awards will be to attend conferences that enhance the work of Teachers in the English Language Centre in their positions which supports the academic achievement of English Language Centre students.

- (a) The annual fund, based on a fiscal year (April to March), will be in the amount of:
- (i) \$14,300 on April 1, 2021 for fiscal 2021-22, and
  - (ii) \$14,000 on April 1, 2022 for fiscal 2022-23 and thereafter.
- (b) Applications must be completed prior to consideration. Teachers will be required to exhaust their professional development funds under Article 25.02 prior to consideration under the conference award funds. Priority will be given to Teachers who have not received prior conference award funds.
- (c) Administration and disbursement of the funds will be as determined by the English Language Centre. Any unused funds will not carry over into the next fiscal year.
- (d) Eligible conference expenses, in accordance with University and Divisional policies, will include:
- conference fees;
  - travel (excluding travel to UVic) at standard fares;
  - accommodation at standard room rates;
  - meals up to the UVic per diem rate;
  - other reasonable expenses;
- (e) Reimbursement for eligible expenses will be through submission of an itemized University Expense Reimbursement form with written approval from the English Language Centre and original receipts to Accounting.

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

## CULTURAL ASSISTANTS APPENDIX

**Note: This Appendix contains collective agreement language that pertains specifically to Cultural Assistants. It is intended to be read in conjunction with the CUPE Local 4163 Master Agreement. The numbering of the Articles in this appendix is intended to match the numbering of the Articles in the Master Agreement that generally address the same topic.**

### 3.02 Orientation

Prior to the start of the Summer Programs, and to the start of any other program as necessary, the Division of Continuing Studies will arrange and hold induction/orientation meetings of all members covered under this Appendix. During such meetings, up to one half hour will be provided for a representative of the Union to discuss the function of the Union.

### 16.02 Vacations Pay

Cultural Assistants receive four percent (4%) vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full-time vacation entitlement of two weeks.

### 24.04 Pay Step Movement

(a) As of their second term of appointment, Cultural Assistants will move to the Post-Probationary rate of the Cultural Assistant's Salary Schedule.

### 26.01 Layoff Of Employees From Positions Designated For Students

(a) Employees who are appointed to a term of at least ten (10) weeks will be entitled to two (2) weeks' notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term. Employees who are appointed to a term of less than ten (10) weeks but more than four (4) weeks will be entitled to one (1) weeks' notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term.

(b) The calculation of pay in lieu of notice will be based on the average weekly hours to be worked over the term of employment.

### 26.03 Recall Period

(a) Employees with seniority who are laid off will be recalled to positions of similar Full-Time Equivalency within their job classification and department, in order of seniority, for up to twelve (12) months from the date of layoff, providing they possess the required qualifications and abilities.

- (b) Recall will be made by email and by written notice of recall delivered by registered mail or courier to the employee's current mailing address. Employees will be responsible for notifying their department heads of their current email and mailing addresses. If employees fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the employee's control.
- (c) Employees who have not been recalled to employment upon the expiration of the twelve (12) month recall period will be terminated from employment.

#### **27.01 Work Scheduling, Breaks, & Overtime**

- (a) The University and the Union recognize that the nature of Cultural Assistant work requires that they work intermittently throughout the day and/or evening in order to carry out their responsibilities.
- (b) Cultural Assistants may be required to work up to twelve (12) hours in a day, averaging forty (40) hours in a week over a two (2) to four (4) week period, without being paid overtime.
- (c) Cultural Assistants will be scheduled a minimum of ten (10) consecutive hours of rest during any twenty-four (24) hour period and will be provided sufficient breaks during their work period.
- (d) When Cultural Assistants are scheduled to work on Statutory Holidays during which programs are operating, they will be compensated in accordance with the Employment Standards Act.
- (e) Cultural Assistants will be compensated for scheduled hours of workshop preparation as part of the forty (40) hour work-week.
- (f) In the application of Article 14.02(e), only the hours spent performing the actual duties of the position will be counted towards the work week, and overtime will be considered to be time in excess of the total hours to be worked over the term of the appointment. It is intended that overtime will only be authorized in rare circumstances, in order to maintain the viability of programs.

#### **27.02 Probationary Period**

- (a) Cultural Assistants will be on probation for the lesser of two (2) terms of appointment or fourteen (14) weeks of work.
- (b) In no case will Cultural Assistants remain on probation for more than fourteen (14) weeks (without a break in service of more than twelve (12) months), unless probation is extended by mutual agreement.
- (c) Cultural Assistants who are assessed as unsuitable may be released from employment with forty-eight (48) hours' notice or pay in lieu of notice.

### 27.03 **Mid-Term Review**

Due to the short-term nature of Cultural Assistant appointments, the requirement to conduct a formal mid-term review of the work schedule under Article 14.03 may be waived by mutual agreement.

### 27.04 **Seniority**

- (a) Cultural Assistants will accrue seniority in hours by program areas in the Division of Continuing Studies (e.g. English Language Centre, French Language Programs), and will be reappointed by seniority to Cultural Assistant positions in accordance with this principle: Positions that are not designated by a department for student employment will be filled first by reappointment, in order of seniority, by employees with prior service in those position(s) in that department, before hiring new employees. (TA Appendix 13.02(i)).
- (b) Cultural Assistants who are on the seniority list will accrue seniority for hours of casual work outside of their appointments.

### 27.05 **Cultural Assistant Movement Once a Program Has Begun**

- (a) Cultural Assistants who are working fewer than twenty-one (21) hours per week may move between ELC programs as outlined below:
  - (i) for programs of six (6) weeks or less - up until one (1) week after their program has begun; or
  - (ii) for programs of more than six (6) weeks - up until two (2) weeks after their program has begun.
- (b) Those in specialized Cultural Assistant positions (e.g. Chief CA, Learning Centre CA, etc.) may not move between programs.

### 27.06 **Cultural Assistants and Student Status**

Notwithstanding Appendix C ('Definitions') point #5, the parties agree that for the purposes of hiring and reappointing Cultural Assistants in the English Language Centre the term "student" will include those registered in a diploma program at the University of Victoria or as otherwise agreed by the parties.

**Salary Schedule  
Cultural Assistants  
Component 2**

	<b>Sept. 1/19</b>	<b>Sept. 1/20</b>	<b>Sept. 1/21</b>
<b>Cultural Assistants Probationary Rate</b>	15.73	16.04	16.36
<b>Post-Probationary Rate</b>	16.13	16.45	16.78
<b>Chief Cultural Assistant</b>	21.55	21.98	22.42

**LETTERS OF UNDERSTANDING #CA1  
Re: Sick Leave for Cultural Assistants**

Originally signed November 2, 2012  
Modified February 10, 2020

As those appointed in the Cultural Assistant classification routinely and annually work very close to the duration necessary to qualify for paid sick leave consistent with the intent of LOU #7 Re:17.13 (a) up to \$2,000 per year (September to August each year) will be made available to support paid sick leave for persons in such positions.

- Cultural Assistants appointed to a workload of no less than half-time (0.5 FTE at 20 hours per week) on an appointment of four (4) weeks or more in duration who are not eligible for sick leave accrual under Article 17.13(a) will be eligible to access the CA sick leave fund.
- A Cultural Assistant with an eligible appointment as noted above can access the CA sick leave fund for paid time off due to illness based on one (1) day in a four (4) or five (5) week program or two (2) days in two (2) such contiguous programs to a maximum of four (4) days per academic year.

The Employer will provide to Cultural Assistants that have accrued sick time under Article 17.13(a) a record of the number of sick days they have accrued to date upon request.

\$1,500 of the \$2000 is available from savings accruing due to agreement to the move to direct deposit. While this LOU is for the life of the collective agreement, the \$1500 in funding is continuing in nature; therefore, if the parties do not extend this LOU in the next collective agreement, the \$1500 will be redirected to another mutually agreed purpose.

**LETTER OF UNDERSTANDING #CA2**  
**Re: Professional Development Awards for Cultural Assistants**

Originally signed February 10, 2020

Effective the signing date of this agreement, the Parties are agreed, for the life of the collective agreement, to create a fund for professional development awards that will be available to eligible CUPE Local 4163, Component 2 Post-Probationary Cultural Assistants in the English Language Centre. The purpose of the awards will be to attend workshops, courses or seminars that enhance the work of the Cultural Assistants in their positions with the English Language Centre which supports the academic achievement of English Language Centre students.

- (a) The annual fund, based on a fiscal year (April to March) will be in the amount of:
- (i) \$1,200 on April 1, 2020 for fiscal 2020-21,
  - (ii) \$2,400 on April 1, 2021 for fiscal 2021-22, and
  - (iii) \$3,600 on April 1, 2022 for fiscal 2022-23 and thereafter.
- (b) Administration and disbursement of the funds will be as determined by the English Language Centre. Any unused funds will not carry over into the next fiscal year.
- (c) Awards, normally of no more than two hundred dollars (\$200) per Cultural Assistant, will be distributed on a first come, first serve basis.
- (d) Applications must be completed prior to consideration. Applications will only be considered from those who have not received prior funding from this fund in the current fiscal year (April to March).
- (e) Eligible expenses, in accordance with University and Divisional policies, will include:
- workshops, courses or seminar fees;
  - travel (excluding travel to UVic) at standard fares;
  - accommodation at standard room rates;
  - meals up to the UVic per diem rate;
  - other reasonable expenses;
  - the purchase of equipment is not eligible for reimbursement.
- (f) Reimbursement for eligible expenses will be through submission of an itemized University Expense Reimbursement form with written approval from the English Language Centre and original receipts to Accounting.

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

## RESIDENCE LIFE APPENDIX

**Note: This Appendix contains collective agreement language that pertains specifically to Residence Life Leaders. It is intended to be read in conjunction with the CUPE Local 4163 Master Agreement. The language in this appendix under each identified Article replaces the language of that article in the Master Agreement in its entirety. If an Article is not specifically referenced in this appendix then the language of the Master Agreement applies.**

### ARTICLE 13

#### 13.07 Returning Leaders/SCAs

Any currently employed CLs/SCAs/ PRCAs/ RECL/SCLs having expressed an intention to return to the same role, and having received a satisfactory recommendation from their supervisor {based on the mid-year evaluation process and subsequent performance will be re-hired.

The supervisor will ensure that the employee is aware of the reasons for an unsatisfactory recommendation prior to giving the recommendation to the hiring committee.

If it appears that, in any given year, too many current employees want to return to their role the parties will meet to discuss how that concern will be addressed.

#### 13.08 Posting and Appointment

The number and nature of positions required for each academic year will be determined by the employer.

Positions available for the next academic year will be posted no later than the end of the third week of December with an application closing date no earlier than 6 weeks following the postings.

Position appointments will be announced no later than the end of the third week of March.

Vacancies arising outside of the above posting period shall be posted for a minimum of seven days.

### ARTICLE 14

#### 14.09 Term/Breaks/Days of Rest

Residence Life Leaders (CLs, SCLs, RECLs, PRCAs) will normally be appointed from mid- August to the end of April (Winter Session). Summer Community Assistants (SCAs) will normally be appointed from the last week of April to the last week of August (Summer Term).



Leaders and SCAs will carry out their responsibilities intermittently throughout the day and/or night. The shift schedule will be issued to Leaders monthly and will define shift times and dates. Shifts required by the employer will go no later than 2 am unless mutually agreed upon by the employee and their supervisor.

Recognizing that Leaders and SCAs will, within the limits identified on the Hours Reporting Form, self-schedule to a large extent, they will be provided with sufficient opportunity for breaks (during training and in night shifts that exceed 4 hours). Unless self-scheduled, Leaders and SCAs will have 10 consecutive hours free from work following an employer-scheduled shift.

The parties intend that Leaders and SCAs will have two days within a week (Sunday to Saturday) without employer scheduled shifts. Employer-scheduled shifts are identified in the Hours Reporting Form.

#### **14.10 Hours of Work**

CL appointments are for 590 hours. Senior CL appointments are for 690 hours. RECL appointments are for 650 hours. PRCA appointments are for 380 hours. Employees and their supervisor will review hours approximately halfway through the appointment (e.g. End of fall term) to ensure they are tracking assigned responsibilities and expectations. Any adjustments to responsibilities and expectations will be done by the supervisor. The Union will represent employees in any claim for recognition of University required and scheduled responsibilities beyond those assigned or expected.

#### **14.11 Reading Breaks**

During the Winter Session an employee required to work the reading break in one term will not be required to work the reading break in the other term.

The University will provide Community Leaders, RECLs, SCAs and Senior Community Leaders with an appropriate place for holding consultations with the residents; a land line in their rooms for work related use; and access to shared "on call" and support cell phones when on an in-night shift

### **ARTICLE 17**

#### **17.18 Academic Leave**

The University will make every reasonable effort not to schedule or reschedule employer-scheduled shifts in such a way that it conflicts with an employee's University scheduled academic duties (e.g. classes, conferences or an examination). Where a conflict exists between an employee's University scheduled academic duties and the employer-scheduled shifts, the employee and their supervisor will attempt to resolve the conflict. If that is not possible, the Manager of Residence Life and Education and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution, and the University will resolve the conflict in a manner least disruptive to the employee and the University.

#### **17.19 Union Leaves**

An employee will be granted short-term union leave from employer-scheduled shifts provided the employer's supervisor receives sufficient notice. Union leave of a week or more must be made to the employee's supervisor in writing at least 2 weeks in advance. The leave will be granted subject to operational requirements. The Union will reimburse the University for replacement costs if a replacement is required.

#### **17.20 Pregnancy/Parental/Adoption Leaves**

Employees are entitled to Pregnancy and Parental (including Adoption) Leave as specified under the Employment Standards Act of British Columbia in force on February 3, 2015. The employee will be returned to their original position if their appointment has not expired, and they are registered as a full-time student. If the term has expired, and the employee is registered as a full-time student, the employee remains eligible for rehire under the "Returning Employees" clause.

Upon request employees will be granted up to 2 days leave without pay at the time of the birth or adoption of their child.

#### **17.21 Sick Leave**

Employees who become ill will advise their Supervisor. At a mutually convenient time, the employee and the Supervisor will discuss if and how those employer-scheduled shifts are to be made up. Employees also have the option of exchanging shifts with another employee or asking the Supervisor to be involved in making an exchange possible.

If an illness continues beyond seven days, or is expected at the outset to be more than seven days, the employee will advise their supervisor of their anticipated return date. The Supervisor will arrange for interim coverage, and may request a physician's certificate. The cost for a requested certificate will be borne by the employer.

#### **17.22 Compassionate Leave**

Employees will, on request to the Manager of Residence Life and-Education, be granted up to five days compassionate leave without loss of pay in the case of death or serious illness of close family member or close friend. Where extensive travelling time is required up to 2 additional days without loss of pay for compassionate leave will be granted.

#### **17.23 Short Term Leave without Pay (up to 4 weeks)**

- (a) An employee may arrange to exchange employer-scheduled shifts with another employee or employees for short periods (up to and including 7 days). The employees involved agree to self-schedule the shifts, ensuring that the required shifts are fully covered.
- (b) An employee needing a leave without pay for between 8 days and 4 weeks must make the request in writing to their supervisor at least two weeks in advance. The request will not be unreasonably denied. If the request is approved, the supervisor may be involved in arranging the exchange of shifts with another employee or employees.

#### **17.24 Leave for Court Appearances**

- (a) Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The employee concerned will deposit with the University any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.
- (b) In cases where an employee's private affairs have occasioned a court action, any leave of absence will be without pay.

#### **17.25 Leave for Coop and Exchange**

Residence Life employees shall apply for leaves for the purpose of Co-ops or exchanges as early as possible, but no later than March 31<sup>st</sup> for the following Fall term and no later than October 15<sup>th</sup> for the following Spring term. Requests for leave in the first year of employment cannot include the mandatory August training period. Requests will not be unreasonably denied and will not prejudice recommendations or evaluations related to returning employees per Article 13 of the Residence Life Appendix.

A leave during the fall term will result in a first right of refusal for available employment opportunities in the Spring term. If the employee withdraws their request for leave prior to the start of the leave, they will have the right of first refusal for available employment opportunities. The right of first refusal in both circumstances will be based on date of initial hire, and will not act as a guarantee of work.

### **ARTICLE 18**

#### **18.02 Job Descriptions**

- (a) Existing and new job descriptions summarizing the general nature of the duties assigned by the University for CUPE 4163 positions within Residence Services will be copied to the Union and all relevant employees and supervisors.
- (b) Interim Rates for new job descriptions will be determined by the University. Adjustments to the new job description and the interim rate will be discussed after the position has been in place for 7 months. Changes (if any) to the job description or the rate shall be made by mutual agreement between the University and Union and will be applied retroactively to the date of appointment.

## ARTICLE 20

### 20.04 Consultation and Communication

The University will provide Community Leaders, RECLs, SCAs, and Senior Community Leaders with an appropriate place for holding consultations with the residents; a land line in their rooms for work related use; and access to a shared "on call" and support cell phones when on an in-night shift.

## ARTICLE 25

25.01 **Summer Training Hours** (also replaces '3.02: Orientation' from the 2010- 2014 Agreement on the understanding that CUPE 4163 will have a half hour time slot in the training schedule).

The educational development of leadership skills is central to the existence and strength of the Residence Life and Education program. For that reason, in addition to ongoing training throughout the academic year, there will be a training program held in August immediately before the commencement of the fall term. This training program will consist of mandatory and optional workshops and events. Training days will not exceed 8.0 hours of mandatory time.

The training schedule for CLs will not exceed 62 hours and will be held within the two weeks immediately prior to resident's move-in day for the fall term. CLs must have one day of rest within that two week block and one day immediately prior to resident's move-in day.

The training schedule for RECLs will not exceed 70 hours and will start within two days prior to the CL training, with days of rest in accordance with the CL training schedule above.

The training schedule for SCLs will not exceed 85 hours and will start within the five days prior to the CL schedule. One day of rest for the SCLs will be the CL's move-in day, a second day of rest will be during the subsequent training schedule, followed by a third day of rest immediately prior to resident's move-in day.

The training schedule for PRCAs shall not exceed 20 hours with one day off immediately prior to resident's move- in day.

Any changes to the August training schedule that increase the number of days of training, the number of hours per day, or decrease the number of rest days will be mutually agreed by both parties.

**LETTER OF UNDERSTANDING #RL1**  
**Re: Residence Life Leaders**

Originally signed March 31, 2016  
Modified December 9, 2019

Residence Life Leaders will be compensated as outlined below, effective September 01, 2015. They will, subject to Article 12 of the Master Agreement, not participate in any job action for a period to end no earlier than August 31, 2024. However, they are entitled to bargain collectively with respect to all non-monetary issues for the renewal of August 31, 2019-2022 collective agreement.

- (1) Community Leaders will be compensated by receiving full room and board for a single dorm room while they are employed as such during the Winter Sessions.
- (2) Residence Education Community Leaders will be compensated by receiving full room and board for a single dorm room and an annual \$800 stipend while they are employed as such during the Winter Sessions.
- (3) Senior Community Leaders will be compensated by receiving full room and board for a one-bedroom apartment and an annual \$4,000 stipend while they are employed as such during August and the Winter Sessions.
- (4) Summer Community Assistants will be compensated by continuing the 15% room discount and receiving 50% of the cost of a single dorm room.

The stipends will increase at the rates identified in the TA Appendix Salary Schedule until 2022 and will continue at such rates as agreed by the parties for the GWI for the period 2022 – 2024.

All Letters of Understanding attached to the Master Agreement and each of the Appendices are agreed to by the parties.