

**Letter of Agreement
Between
The University of Victoria (UVic)
And
CUPE, Local 917**

Re: COVID-19 related workforce adjustments

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

The terms of this Agreement represent a one-time alteration of the Collective Agreement arising from the unique challenges presented by the COVID-19 pandemic. This Agreement is made without prejudice and with precedent reflective of these circumstances and does not constitute a modification of the terms and conditions of the Collective Agreement.

Consistent with these principles, the parties agree to unanimously recommend the following exceptions to the collective agreement to their respective principles:

1. As an alternative to a temporary layoff and/or consistent with PHO guidelines, UVic may reassign employees to work outside their normal classification at UVic, or second the employee, on a voluntary basis, to work at other public sector employers, for work which the employee is qualified. Such work will be at the employee's regular wage, or that of the new classification, whichever is higher. If an employee is seconded on a voluntary basis, their employer shall remain UVic and the terms and conditions of the Collective Agreement between CUPE Local 917 and UVic shall apply, except where temporarily varied by this LOA.
2. As a further alternative to a temporary layoff, UVic may offer two or more employees in a department the opportunity to work share consistent with, and subject to the approval of, the Federal Work-sharing – COVID-19 Program. Any discussions and agreements regarding work share arrangements shall be made with the Union.
3. The parties recognize that in some departments, reduced hours may be necessary for some positions on a temporary basis. This shall constitute a temporary layoff under this agreement and the terms of this agreement shall apply.
4. Should UVic deem it necessary to issue notice of temporary layoff within a classification in a department or unit, the University shall first canvass Regular employees for voluntary layoff prior to implementing the layoff of a Regular employee, subject to operational requirements. For greater clarification, voluntary layoff occurs where the University identifies a shortage of work and employees agree to accept layoff out of seniority order. In such circumstances, the University shall issue an ROE indicating "Shortage of Work" as the reason for the layoff. Should no such employee in the classification agree to accept a voluntary layoff, the junior employee or employees in the classification will be temporarily laid off.
5. Employees who have been laid off pursuant to 3 or 4 above who have outstanding vacation or overtime balances, accumulated under Article 19 and Article 22, will be required to exhaust their vacation and overtime before their period of layoff begins. Article 22.03 (special vacation) shall be exempt from this provision.

6. Any employee laid off pursuant to 3 or 4 above will not have the right to bump another employee or claim severance during the term of this LOA.
7. Neither temporary layoff nor work sharing will negatively affect Regular employees' status or position on the seniority list. Seniority shall continue to accrue as if they were working their regular hours.
8. Any employee temporarily laid off will, consistent with the Canada Emergency Response Benefit (CERB) program or at its completion, for an eligible employee on approved Employment Insurance SUB program, receive up to \$950.00, (pro-rated for part-time service and subject to no employee receiving more than their regular wage), in order to provide for continuance on pension and benefit plans (i.e. EHB, dental, life insurance and LTD) through payroll deduction of the normal premiums. UVic will continue its premium payments for any such employee.
9. Any employee who is temporarily laid off agrees to provide current and updated contact information for recall purposes and to return to work within 1 week of notice of recall. Temporary recall may be to the employee's own classification or to any other work at UVic or, on a voluntary basis, to a seconded position with another public sector employer for work for which the employee is qualified. Continuing recall will be to the employee's own classification. In all instances of recall the employee will be paid their regular wage, or the rate of the new classification, whichever is higher. Refusals of recall to one's own position will be deemed a resignation. Refusals of recall internal to UVic without a compelling reason such as lack of suitability shall place the employee outside this LOA and on a twelve (12) month recall period effectively immediately under Article 17.06 of the Collective Agreement. Should such employee be, but for this recall status, subject to a normal layoff, that employee will be entitled to their full rights under the collective agreement including their rights under Article 17 (including notice, bumping, severance).
10. Any dispute about the application, interpretation, or operation of this Agreement may be referred to Step 2 of the Grievance Procedure with a requirement that the timelines set out in the Collective Agreement be treated as peremptory for the purposes of resolving disputes specific to this Agreement. Should the matter not be resolved at Step 2, the matter may be referred to LOA #11 – Expedited Dispute Resolution Process.
11. All University policies and the Collective Agreement provisions between the parties apply unless modified by this LOA. For instance, permanent layoffs are subject to article 17 and/or the Labour Adjustment Agreement, not this LOA and any time under notice of such layoff will be at the employee's regular wages. This means that, at the expiry of the period of temporary layoff, employees who have not been recalled will be entitled to their full rights under the collective agreement including their rights under Article 17 (including notice, bumping, severance).
12. This LOA remains in full force and effect until the earlier of the end of recall of affected employees or upon provision of two months written notice by the University or the Union.

Signed the 10th day of June, 2020.

For UVic

For CUPE, Local 917

 Steve Gorham
 Director, Labour Relations

 Byron Spiers
 President

 Jim Forbes
 Director, Campus Services

 Steve Nixon
 Vice-President