COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY OF VICTORIA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 917

Effective April 1, 2019 - March 31, 2022

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THIS AGREEMENT made and entered into by and between:

UNIVERSITY OF VICTORIA in the Province of British Columbia, hereinafter referred to as the "University"

PARTY OF THE FIRST PART

and THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 917

representing the employees of the University who are affected by this Agreement and for whom it has been certified as the sole bargaining agency, hereinafter referred to as the "Union"

PARTY OF THE SECOND PART

WHEREAS it is obligatory upon the University and its employees that efficient operation of the University be maintained and to effect this, it is important that harmonious relations be continued between the University and its employees, and

WHEREAS the Union is a "trade union" formed by and including certain employees of the University, and

WHEREAS the general purpose of this Agreement is to establish and maintain collective bargaining relations between the University and the Union and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours, wages and benefits for all employees who are subject to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of this mutual covenant hereinafter contained agree each with the other as follows:

ARTICLE 1 - DEFINITIONS

1.01 Number and Gender

The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any Article. When in doubt on that issue, the language of the 1991/93 Agreement will apply. 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.

1.02 Regular Employees

(a) Regular Employees

All employees appointed to continuing positions on a regular weekly basis with no termination dates other than as a result of layoffs as defined in Article 17 or as a result of retirement under Article 28.09.

(b) Regular Employees Subject to Intermittent Layoff

All employees appointed to continuing positions on a regular weekly basis with no termination dates other than intermittent layoffs implemented in accordance with Article 17.03 or as a result of layoffs as defined in Article 17 or as a result of retirement under Article 28.09. Appointment letters will be updated to remove “subject to intermittent layoffs” when an employee has not been laid off for three consecutive years.

(c) Regular Sessional Employees

All employees appointed to continuing positions on a regular weekly basis which the University anticipates will recur annually for periods of at least seven (7) months with no termination dates other than sessional layoffs implemented in accordance with Article 17.04 or as a result of layoffs as defined in Article 17 or as a result of retirement under Article 28.09.

A sessional employee who works beyond eleven (11) months in a calendar year for any three (3) years in a five (5) year period, shall be converted to a regular employee as defined in 1.02 (a). The Employee’s letter of appointment will be updated to reflect their status at the time of conversion. If that employee declines the conversion the parties shall meet to discuss how the 1.02 (a) position shall be filled.

1.03 **Temporary Employees**

All employees filling positions on a regular weekly basis for less than seven (7) months. Temporary employees with appointments as set out in Article 28.07 shall be entitled to the benefits as further described in that article. If a temporary position is extended beyond seven (7) months the University will provide the Union with written notice within seven (7) working days of the extension. If a temporary position is extended beyond seven (7) months in any three (3) years within a five (5) year period, the position shall become a regular sessional position and filled between the end of the third (3rd) extension and the beginning of the sessional position through a posting unless there is no further funding for the position or the University determines that the position is no longer required.

1.04 **Part and Full-Time**

Regular and Temporary employees will be either:

(a) Full-time - working a regularly scheduled work week of thirty-seven and one-half (37 1/2) hours or,

(b) Part-time - working less than a regular work week but for at least twenty (20) hours per week on a regularly scheduled basis. When regularly scheduled hours increase over three (3) months the University and the Union shall meet to determine if an adjustment to the appointment status is necessary and, if so, to make the appropriate adjustment.

1.05 **Casual Employees**

(a) All employees who do not qualify as regular or temporary as defined above, or who fill positions anticipated to involve less than twenty-two (22) working days without renewal pursuant to Article 16.02.

(b) Students registered in a University of Victoria academic program working a maximum of twenty (20) hours a week and for whom the minimum shift on a day of classes is no less than two (2) hours. Students covering positions other than those identified as “Student” in Schedules A & B shall be paid provisional pay per Article 25.07.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Management of the University and the direction of the working force is vested exclusively in the University, except as in this Agreement otherwise specified.

ARTICLE 3 - RECOGNITION

3.01 The University agrees to recognize the Union as the exclusive bargaining agent for those employees who are covered by this Union's certification.

3.02 No individual employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be carried out, the Union will supply the University with the names of those so authorized.

3.03 No employee shall be required or permitted to make a verbal or written agreement with the University which conflicts with the terms of this Agreement.

3.04 Time spent during the employee's regular working hours in serving as a Union representative to a University committee or a joint University/Union committee will be considered as time worked. Permission to leave work for such purposes must first be obtained from the supervisor: such permission will not be unreasonably withheld.

3.05 When an employee serving as a Union representative to a joint University/Union committee attends an education course or conference directly related to the committee's work on the recommendation of the co-chairs of the joint committee, then this will be considered part of the work of the committee and will, subject to operational requirements, be scheduled as such. Employees attending such education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits. Employees attending these courses or conferences on a normal day off work will be granted a day off in lieu on a straight time basis. In the event that a department must provisionally appoint or hire an employee to cover the absence of the Union representative, the Union will be responsible for the wage cost of the replacement employee, not to exceed the cost of the employee being replaced.

3.06 The Union will notify the University of any changes in the Union Officers, Union Stewards, or joint committee members. Subsequently the University will notify in writing, the relevant supervisor(s) with a copy to the Secretary of the Union. The notice will refer to the employee's contractual rights and obligations with reference to the appropriate articles.

3.07 (a) Union members, except Security Officers, will be able to wear one of CUPE's official lapel pins while at work.

(b) The Union will be able to display the official CUPE sticker on the window or door of its union office.

(c) The parties agree that the lapel pins noted in (a) above will be unobtrusive and not be a safety hazard.

ARTICLE 4 - DISCRIMINATION, CONFLICT RESOLUTION AND HARRASSMENT

Section A - Discrimination

4.01 The University and the Union, and their servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee, and without limiting the generality of the foregoing, in the matter of wage rates, training, upgrading, promotions, layoffs, discipline, discharge, transfer, recall, classification, personnel benefits or otherwise because of the, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of the employee or because that employee has been convicted of a criminal or summary conviction offence that is unrelated to his or her employment or by reason of any other prohibited grounds contained in the British Columbia Human Rights Act as it may be amended from time to time.

4.02 The provisions of Article 4.01 do not apply as they relate to age, to any bona fide scheme based on seniority, or as they relate to marital status, physical or mental disability, sex or age, to the operation of any bona fide retirement, superannuation or pension plan or to a bona fide group or employee insurance plan.

4.03 Articles 4.01 and 4.02 do not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

4.04 The University and the Union, and their servants and agents, agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee, and without limiting the generality of the foregoing, in the matters of wage rates, training, upgrading, promotions, layoffs, discipline, discharge, transfer, recall, classification, personnel benefits or otherwise by reason of membership in a trade union.

Section B - Conflict Resolution

4.05 (a) All employees have the right to work in an environment where there is mutual respect and where the early identification and positive resolution of workplace conflicts will be encouraged and supported by the University.

Where employees, the University or the Union identify that a workplace conflict exists and where the University and the Union agree that a joint intervention strategy should apply, the parties will jointly support the employees in developing a conflict resolution model appropriate to the situation. Where appropriate, the University will provide mutually agreed upon facilitation support to assist the employees in developing a conflict resolution model and/or facilitating the resolution of the conflict.

The University and the Union will work jointly in resolving conflict and will promote consistent and successful practices.

An effective conflict resolution model will incorporate the following elements:

(i) a process which provides a safe environment enabling the employee(s) experiencing the conflict to initiate informal resolution discussions with the other employee(s) and for the co-worker(s) receiving the complaint to respond in a

respectful manner;

(ii) demonstrated commitment to the process by all affected employees in the work unit(s);

(iii) clearly defined and effective communication strategies;

(iv) confidentiality guidelines.

Where the Union and the University have agreed that a joint intervention strategy should apply and where a conflict resolution model is in place, it is the expectation of the parties that employees will attempt to resolve the conflict using that model. Where either party determines that the conflict resolution model is not acceptable or that the conflict resolution process has been unsuccessful, they will advise the other party in writing and the model and process will not proceed. Participation in this process will not be used to prevent the Union from filing a grievance and the time lines referred to will be extended in all such cases.

(b) The University and the Union recognize that domestic violence is a significant social problem that can affect the health and well-being of employees and their families. The parties also acknowledge that domestic violence may impact employees' attendance or performance at work.

The University and Union agree to co-operate to resolve complaints of behaviour, including those under Article 4 Sections A, B, and C 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.

The parties agree to abide by the Employment Standards Act Domestic Violence Leave.

Section C - Harassment

4.06 The University and the Union do not condone personal harassment or sexual harassment (which is defined as unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature).

4.07 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 will normally be first dealt with, in the strictest confidence permissible under the law, as an informal complaint under the University Discrimination and Harassment Policy. Article 9 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 12. 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 formal grievance under Article 12 of the Collective 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.

(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.

ARTICLE 5 - UNION SECURITY

5.01 Any employee appointed to a position within the bargaining unit shall be required as a condition of employment to apply for membership in the Union.

5.02 The Union shall not without good and sufficient cause refuse an employee applying for admission as a member nor suspend or expel from membership an employee without cause as aforesaid; the University may, in its sole discretion, consider such refusal or expulsion as cause for termination of employment.

5.03 (a) If employees are away from work as the result of a legal strike or lockout, the University will continue to make the premium payments to the benefit providers, (other than pension contributions), and will continue administration of personnel benefits normally provided directly or indirectly by the University.

(b) The Union will tender to the University payment of full cost of benefits for employees who are not designated essential services, sufficient to continue employees' entitlement to the benefits, on or before the regular due date of that payment. Following the employees' return to work, the parties will reconcile the amount paid and payable for the period of interruption and provide a refund to the Union or University as appropriate.

5.04 In recognition of the joint interest in maintaining positive labour relations, the University acknowledges that Union Officers, Stewards and committee members have legitimate duties to carry out on behalf of the Union and the right to carry out these duties in an environment of mutual respect without the threat of discipline, except for just and reasonable cause.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 The University covenants and agrees that it shall be a condition of employment of all employees within the bargaining unit that every such employee shall pay to the Union in each month or as often as the monthly or other periodical dues ordinarily become payable by the members of the Union a service assessment equal to the amount of such monthly or periodical dues and the University shall deduct the amount of such assessment from the wages or salary payable to every such employee as and when such dues become due and payable by the members of the Union.

ARTICLE 7 - NOTICE TO NEW EMPLOYEES

7.01 The University agrees to acquaint new employees with the fact that an Agreement between the parties is in effect, and with the conditions of employment set out in Articles 5 and 6 dealing with Union security and the deduction of Union dues.

7.02 New employees, except those hired for less than twenty-two (22) working days, shall be presented with a copy of the Agreement by the University on commencement of employment.

7.03 For the purpose of acquainting all new appointed employees with matters pertaining to the Union and its relationship to the University, a representative of the Union will, without loss of pay, attend an orientation program for new employees and distribute the Union's literature relevant to such matters. When an employee is unable to attend such an orientation during the first six (6) weeks of the employee's probationary period, a Union representative will be entitled to meet with the employee during regular working hours at a time when the operational impact on the unit is minimized. Time spent by any employee at an orientation meeting will be considered time worked.

7.04 The University will provide the Union electronically with:

(a) a monthly report of
  (i) new employees who were hired for more than 22 days
  (ii) the name, hours worked, department and unit of casual employees who worked in the previous month;
  (iii) all employees who worked more than 12 hours' overtime
  (iv) transfers and terminations of employment other than those involving employees hired for less than twenty-two (22) working days.

(b) an annual report in January of
  (i) the date each employee's service commenced;
  (ii) updated employee information.

The information about employees will include name, home address, email address, telephone number, position, department and unit unless the employee specifically requests otherwise and will also be available to the Union within a reasonable period of time upon request.

ARTICLE 8 - CORRESPONDENCE

8.01 All and any correspondence between the parties hereto arising out of this Agreement or incidental thereto shall pass to and from the Secretary of the Union and a delegate as appointed by the Associate Vice President of Human Resources.

8.02 Correspondence initiated by Human Resources and/or a Department head to an employee that affects terms and conditions of employment will be copied to the Union.

8.03 Correspondence between the University and members of CUPE Local 917 on University and Joint University/Union Committees need to also be copied to the Union (i.e. meeting notices, minutes, etc.).

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS

9.01 A Labour Management Committee shall consist of not more than four (4) representatives of the University, and not more than four (4) representatives of the Union. The Committee shall convene at the request of either party. The date, time and place of such meeting shall be by agreement of the parties and be held within seven (7) days of the said request. The purpose of such meetings shall be to discuss and settle, if possible, all matters of concern pertaining to the performance of work, conditions of employment, technological change, rates of pay for new classifications, job descriptions, hours of work, filling of vacancies, differences, disputes, grievances or any other matter of concern raised by either of the parties. All discussions will be without prejudice or precedent and there will be no limitations on the agenda items.

ARTICLE 10 - COLLECTIVE BARGAINING

10.01 Pursuant to the provisions of Article 38, collective bargaining shall be undertaken by authorized representatives of the University and of the Union.

10.02 A Union Bargaining Committee shall consist of not more than six(6) members of the Union.

10.03 The Union shall have the right to be assisted by a representative of the Canadian Union of Public Employees.

10.04 The University and the Union agree to make available to each other sufficient technical information to permit each party to estimate the cost of the other party's contract proposals. Additional information required for collective bargaining shall also be exchanged as mutually agreed.

ARTICLE 11 - RESOLUTIONS OF THE BOARD OF GOVERNORS

11.01 Resolutions of the Board of Governors involving the application of the terms of this Collective Agreement shall be forwarded to the Union, except where such resolutions are concerned with matters which are the subject of arbitration procedures and/or collective bargaining.

11.02 New and amended policies approved by the Board of Governors will be provided to the Union in a timely manner. The University’s completed annual budget will be provided to the Union after final review by the Board of Governors.

11.03 The University will post the completed annual budget as well as all new and amended policies approved by the Board of Governors on its website and will advise the Union of such postings in a timely manner.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURES

Section A - Grievance Procedure

12.01 The University acknowledges the right of the Union to appoint or elect Union Stewards and the right of a Steward to investigate and process grievances or potential grievances during regular working hours without loss of pay.

12.02 The Union acknowledges that Stewards have duties to perform for the University and that a Steward will not absent herself or himself unreasonably in order to attend to the grievances of employees. A Steward shall obtain the permission of her/his supervisor before leaving work to perform duties as a Steward; such permission shall not be unreasonably withheld. On resuming normal duties, the Steward shall notify her/his supervisor.

12.03 It is agreed and understood that either party to this Agreement may request a meeting of the parties and/or authorized representatives for the purpose of discussing informally any matter which could result in resolving or implementing the grievance procedure. Such meeting shall in no way prejudice the employee's right to invoke the grievance procedure as provided herein.

12.04 It is also agreed and understood that the Union may institute the grievance procedure at the appropriate step listed below on matters which may affect one (1) or more employees.

12.05 In the event that any difference arises between the persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof including any disagreement of matters under Article 9 and including any questions as to whether any matter can be arbitrated, there shall be no stoppage of work, and the difference shall be finally and conclusively settled as follows:

(a) Any employee or dismissed employee having a potential grievance shall submit the matter to his/her Shop Steward as soon as possible (normally within five (5) working days) and in any case within (10) working days from the occurrence of the matter at issue. The Shop Steward and the employee shall meet with the employee’s immediate supervisor and shall endeavour to settle the dispute.

(b) Should no settlement ensue within five (5) working days, a grievance shall be referred, in writing, to the Department Head or Manager with a copy to Human Resources.

(c) Within five (5) working days the Department Head or Manager (and, at the discretion of the University, a representative of Human Resources) shall meet with the Shop Steward and the employee and endeavour to settle the grievance.

(d) Should no settlement ensure within five (5) working days the matter shall be referred to the Labour Management Committee who shall endeavour to settle the dispute.

(e) Should the foregoing processes fail to settle the differences conclusively within five (5) working days of the Labour Management Committee, then the matter may, in accordance with Section B, be submitted by either party to a single arbitrator. By agreement of the parties, an Arbitration Board of three (3) persons may be appointed in lieu of a single arbitrator.

Section B - Arbitration Procedure

12.06 The party desiring arbitration will notify the other party in writing of its nominee(s) for single arbitrator and provide particulars of the matter in dispute at the time of notice under Article 12.05 (e). The party receiving the notice will within five (5) working days thereafter notify the other party of its nominee(s) for single arbitrator and particulars of the matter in dispute.

A single arbitrator will be selected by mutual agreement of the parties within five (5) working days of notice in writing by the party responding to notice under Article 12.05 (e). Failing agreement on the selection of an arbitrator within ten (10) working days of written notice, either party may apply to the Minster of Labour to appoint the arbitrator.

12.07 The arbitrator will sit, hear the parties, settle the terms of the question to be arbitrated, and produce an award within a reasonable time period.

12.08 The arbitrator will deliver an award in writing to each of the parties that will be final and binding upon the parties and they will implement it forthwith.

12.09 Where the parties agree to an Arbitration Board of three (3) persons following written notice under Article 12.05 (e), the party desiring arbitration will appoint a member for the Arbitration Board and will notify the other party in writing of its appointment and particulars of the matter in dispute.

12.10 The party receiving the notice will within five (5) working days thereafter appoint a member for the Board and notify the other party of its appointment and particulars of the matter.

12.11 The two (2) arbitrators so appointed will confer to select by mutual agreement a third person willing to act as Chair. Failing agreement on the selection of the Chair after five (5) working days of the appointment of the second arbitrator, either party may apply to the Minister of Labour to appoint the Chair.

12.12 Each party will pay its own expenses and costs of the arbitration and the remuneration and disbursements of its appointee to the Board and 1/2 the compensation and expenses of the Chair and of stenographic and other expenses of the Arbitration Board.

Section C - Time Limits and Effective Dates

12.13 The time limits in this Article may be extended by mutual agreement of the parties. Agreement will not be unreasonably withheld.

12.14 Settlements reached at any stage of the grievance procedure will be effective on such date as reached by mutual agreement or on such date as set by a Board of Arbitration.

ARTICLE 14 - DISCHARGE, SUSPENSION, DISCIPLINE AND TERMINATION

Section A - General

14.01 (a) Regular employees shall be entitled to receive one (1) month's notice or pay in lieu of notice in the event of termination of employment, except for cause. Except at normal retirement, regular employees shall give one (1) month's notice of their termination from the University, failing which the employee's vacation entitlement will be no more than the statutory minimum provided for in a case of resignation by the Employment Standards Act. Temporary employees other than those noted in 14.01 (b), (c), and (d) below, and employees in their initial probation period shall be entitled to receive forty-eight (48) hours' notice or pay in lieu of notice except for cause or except in the case of those temporary employees who are hired for less than twenty-two (22) working days.

(b) Temporary employees with appointments whose positions are eliminated prior to the end of their stated termination date will be entitled to receive either one (1) month written notice of termination or pay in lieu of notice, or the balance of the appointment in notice or pay in lieu, if it is less than one (1) month. Article 14.01 (d) will apply where an employee is replacing an employee as a result of an approved leave.

(c) Employees on leave under Article 24, Sections A, F, G, and H will give written notice to their manager with copies to Human Resources and the Union of an intent to return to their position at a date earlier than originally planned. Where this occurs a specific return date will be mutually agreed to by the parties but will not be any later than four (4) weeks from receipt of the written notice.

(d) In such cases, temporary employees with appointments who are replacing an employee on leave will be entitled to receive two (2) weeks' notice of termination or pay in lieu of notice where they do not have a position to return to.

14.02 Any employee may, for cause, be dismissed without notice provided, however, that any employee so dismissed shall have the right within ten (10) working days to proceed under Articles 9 and 12.

14.03 Any employee may be subject to immediate suspension for cause, subject to established Article 12 grievance procedure as outlined above. The employee will normally be suspended with pay pending investigation except in cases of alleged gross misconduct in which case the employee may be suspended without pay.

14.04 When an employee is dismissed or suspended for cause, the Union shall be so notified.

14.05 In cases of discipline or of discharge for cause, the burden of proof shall rest with the University. Upon written request of the employee concerned, the University shall, through the Director of Human Resources, provide a written statement of the grounds for its action. Any written reply by the employee shall become part of the employee's record.

14.06 Discharge and discipline grievances may be settled by confirming the management's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of both parties or of the Arbitration Board, if one is appointed.

14.07 When a supervisor intends to interview an employee for a purpose that may result in discipline, the employee and the Union will be notified at least twenty-four (24) hours in advance. The employee will be informed by the supervisor that the employee has the right to be accompanied by a Union Steward or Union Officer. A Union representative will be present at all disciplinary meetings except in a case of serious employment misconduct where immediate action is warranted (see Article 14.04) or in a case where the employee contacts the Union prior to the meeting to request otherwise.

14.08 (a) Effective from February 19, 1996, a written letter of advice and guidance (expectations) will be removed from an employee's central personnel file if twenty-four (24) months have passed since the letter was written and the employee has not continued to exhibit the problem which led to the letter.

(b) Effective from February 19, 1996, the written reasons informing an employee of discipline which has been imposed, will be removed from the employee's central personnel file if twenty-four (24) months have passed since the discipline was imposed and the employee has not committed a further disciplinary offence during that time, unless the original offence was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, a request may be submitted in writing by the employee and will be considered on its merits by the University and, if denied, may be resubmitted annually.

Section B - Picket Lines

14.09 Employees shall not be paid for days away from work because of refusal to cross picket lines. Cause for discipline shall not include the refusal of an employee to cross the picket line of a legal strike.

Section C - Labour Disputes

14.10 The University agrees not to request or direct employees within the bargaining unit to perform work, resulting from legal strikes, that would normally have been carried out by those on strike.

ARTICLE 15 - SENIORITY

15.01 Both parties recognize that job opportunities should increase with length of service as a regular employee and that security of employment shall increase with length of service as a regular employee.

15.02 (a) Seniority shall be determined on the basis of an employee's length of service as a regular employee with the University and shall include transferability between Locals 917 and 951 of the Canadian Union of Public Employees. Employees who accept a regular position in another employee group at the University will retain their seniority in CUPE 917 for the duration of their probationary period. Employees who do not successfully complete the probationary period have the right to be placed on the CUPE 917 recall list, as per Article 17.06 (a) and retain their CUPE 917 seniority.

(b) CUPE 951 employees who obtain a regular position in CUPE 917 will have their CUPE 951 seniority transferred when they have successfully completed their probationary period.

(c) In the case of a temporary employee who becomes a regular employee without a break in service of more than six (6) months, seniority shall be determined on a pro rata basis from the appointment date prior to the most recent date of hire.

(d) For the purpose of applying for other positions, temporary employees who hold or have held appointments during the preceding twenty four (24) months, will be credited with seniority defined as length of service from the most recent date of appointment or contiguous appointments. It is the responsibility of the employee to indicate that they have this service on the University's job application form.

15.03 An employee shall not lose seniority rights if that employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the University.

ARTICLE 16 - PROMOTIONS AND STAFF VACANCIES

Section A - Posting of Vacancies

16.01 In the release, transfer or promotion of employees, due and thorough consideration shall be given to each of seniority, work performance and qualifications pertinent to the requirements of the position.

16.02 (a) Excepting vacancies for positions which are excluded from the Union's certification and casual positions the University agrees that, when a newly created or a vacant position is to be filled, notice thereof, outlining the position, salary range and qualifications required, shall be posted in such conspicuous places as agreed by both parties for at least seven (7) calendar days, in order that any employee may have the opportunity to apply for the said position.

(b) If a casual position is unexpectedly required to be extended beyond twenty-one (21) working days, it shall be posted unless such extension is for not more than ten (10) working days, in which case the Union will be notified in writing of the reasons for the extension. Any further extension without posting will only be by agreement of the parties.

16.03 (a) All positions permanently vacated by a regular employee will be posted within one (1) month of becoming vacant or the Union will be advised otherwise. The University will endeavor to fill such posted vacancies expeditiously.

(b) Applicants for posted positions who are unsuccessful shall be so notified. In addition, internal applicants and the Union shall be notified of the name of the successful applicant, normally within ten (10) working days of the date that the Department of Human Resources is notified in writing of the appointment recommendation. Unsuccessful internal applicants who have been interviewed may request a post-decision interview with the person responsible for making the selection decision during which shortcomings and recommendations regarding future applications will be discussed.

Section B - Provisional and Temporary Appointments

16.04 An employee may be provisionally appointed to fill a higher position on a temporary basis to replace an employee on approved leave or to temporarily fill a vacant position. Such appointments shall not exceed sixty (60) days unless agreed to by both parties to this Agreement.

16.05 (a) An employee appointed to a provisional position shall, in the event of returning to her/his former position, either during the time when the position continues or when the position is discontinued, return without loss of seniority.

(b) Regular employees who apply for temporary positions for career development purposes may also request (in writing to their own supervisor with a copy to Human Resources) the opportunity to return to their original positions without loss of rights or benefits. The opportunity will be granted if, in the opinion of the University, the arrangement does not create bona fide operational difficulties. The University may then decide to replace the employee on a temporary basis by posting or by making a provisional appointment. If return to the regular position is not possible due to operational difficulties, the employee will be advised in writing and, if the employee decides to accept the temporary position on that basis, the employee's regular position may be filled in the normal manner.

Section C - Probationary Period

16.06 (a) Except as mutually agreed between the parties and as set out in Article 15.02 (b), the initial three (3) months of employment as a temporary and/or regular employee will be a probationary period.

(b) Security Officers considered suitable and competent to continue in the training program after completing three (3) months of the six (6) month probationary period will be eligible for participation in the benefits outlined in Articles 28.04 and 28.05. Successful completion of the full six (6) month training program shall constitute successful completion of the six (6) month probationary period.

(c) During the probationary period, newly hired employees shall be entitled to all rights and privileges of this Agreement. The employment of such employees may be terminated at any time during the probationary period in accordance with the notice provisions of Article 14.

(d) It is the expectation that newly hired employees will normally remain in their initial position for the first six (6) months.

(e) After completion of the probationary period, seniority shall be effective from the original date of employment.

(f) Probation performance appraisal shall be carried out for each employee and discussed with that employee prior to the completion of the probation period.

Section D - Trial Period

16.07 (a) All employees who voluntarily transfer to any other bargaining unit position (whether by promotion, lateral transfer or demotion) will serve a three (3) month trial period, and, if during this period regular employees return to positions previously held, they shall retain their seniority.

(b) If in exceptional circumstances it is not practical to return a regular employee to her/his previously held University position and the employee wishes to continue in the employ of the University, she/he shall be placed in an alternate position at no less pay than that which was received in that previously held position. Such rate of pay shall not be subject to any further increases until the rate of pay for the alternate position becomes at least equal to the pay received in that previously held position.

Section E - Transfer Outside the Bargaining Unit

16.08 No employee shall be transferred to a position outside the bargaining unit without that employee's consent. If an employee who has been transferred outside of the bargaining unit, other than on a provisional basis, subsequently returns to the bargaining unit, that employee shall not displace another regular employee, nor shall any time spent outside the bargaining unit count toward seniority for promotion purposes.

Section F - On Job Training

16.09 (a) In order to provide employees with improved opportunities for promotion or transfer to higher-paid positions, the University shall endeavour to make available on job training, provided that such training does not interfere with the normal functions of the University.

(b) On job training records to be kept for all employees who receive such training, with copies in the employees' personnel files.

(c) Labour management meetings will be scheduled twice yearly to address the issue of on job training, including identification and assessment of opportunities.

Section G - Apprenticeship Training

16.10 Where the University initiates an apprenticeship position, the parties will develop a mutually agreed to plan, including the degree to which the University will provide financial support.

Conditions of employment for apprentices shall be those provided for in apprenticeship agreements between the University and apprentices as registered with the appropriate regulatory body.

ARTICLE 17 - LAYOFF AND RECALL OF REGULAR EMPLOYEES

17.01 A layoff of a regular employee is defined as a separation from employment as a result of the elimination of the employee's position, or a reduction in the working hours of the employee's position.

17.02 (a) Layoffs within a job classification in a department will be in reverse order of seniority.

(b) Where positions identified for elimination are occupied by senior employees in a classification in a department, then the University will reassign duties so as to result in the most junior employees in the classification in the department receiving notice of layoff.

17.03 Regular employees who are subject to intermittent layoff during a period(s) specified in an appointment notice, will be laid off in reverse order of seniority within their job classification, provided they are qualified and capable of doing the work of the positions for which they would otherwise be eligible. Subject to operational requirements intermittently laid off employees shall be allowed to use accrued vacation time and/or accrued time off in lieu (TOIL) during the layoff period.

17.04 Regular sessional employees appointed to positions of less than twelve (12) months annually will be laid off in reverse order of seniority within their job classification, provided they are qualified and capable of doing the work of the positions for which they would otherwise be eligible and provided that they will not displace regular employees appointed to twelve (12) month positions in the same job classification. Any change in the established recall date of a sessional appointment will be made with a minimum of one (1) month's notice, except by mutual agreement of the parties.

17.05 Regular employees to be laid off for other than layoff periods anticipated at the time of their appointment will notify Human Resources, within five (5) working days of receipt of their notice of layoff, of their intent to exercise their rights to have their employment continued.

(a) (i) The University will identify eligible positions which most closely approximate the current annual hours worked by such employees.

(ii) The employees must possess the required qualifications and required abilities to perform the work of the identified positions and must be senior to any employee displaced.

17.05 (b) The University will consult with the employees and the Union before determining the appropriate placement, as follows:

(i) consideration will first be given to placing the employee in any vacant position in the same classification or pay group; and

(ii) failing that, the least senior employee in the bargaining unit in the same classification or pay group will be displaced; and

(iii) failing that, the employee will be placed in a position at the highest of successively lower classifications or pay groups, firstly in a vacant position or alternatively in an encumbered position, in which case the least senior employee in the bargaining unit in the respective classification or pay group will be displaced.

(c) During the placement process described in (b) above, the General Worker II classification and General Worker Heavy classification shall be treated as one (1) classification.

(d) If during the placement process described in (b) above, an eligible position is identified which will not become vacant during the notice period set out in Article 17.10 below, then the employees may, at the discretion of the University, be assigned to any temporary employment and paid their current rate of pay, for up to one (1) month, as an alternative to short term displacement. Any temporary placement proposed beyond one (1) month will be subject to mutual agreement of the parties.

(e) If during the three (3) month period following a placement under Article 17.05 (b) (c) and (d) the employee is unable to meet the position requirements, the University will determine an appropriate alternate placement in accordance with Article 17.05 (b) (c) and (d). If the employee is subsequently unable to meet the requirements of the alternate position then the employee will be placed on the recall list for a period of six (6) months from the date they are laid off from the alternate position.

(f) Employees who refuse to accept placement in a regular position for which they possess the required qualifications and required abilities may opt for layoff and recall rights in accordance with Articles 17.05 through 17.09 or for termination with notice in accordance with Article 14.01.

17.06 (a) Employees laid off in accordance with Article l7.05 will be placed on a recall list and, in order of seniority, will be given an opportunity to accept recall to a regular vacant position, or to a temporary vacant position which will be filled for more than twenty-one (21) days, provided they possess the required qualifications and required abilities to perform the job, and provided they are senior to any other employee who has been given notice of layoff.

(b) Employees recalled to temporary positions will maintain their recall status until the recall period defined in Article 17.09 has expired. No new employees will be hired to fill any vacancy greater than twenty-one (21) days without first giving laid off employees in order of seniority an opportunity to accept the position, provided they possess the required qualifications and abilities to perform the job.

(c) If laid off employees have their employment continued in other existing positions, and their previous positions are re-established, the employees have the right of recall to those positions during the twelve (12) month period following the notice of layoff.

17.07 (a) Recall of laid off regular employees will be made by written notice of recall delivered by registered mail to the employees' current address. If employees fail, within five (5) working days of receipt of the notice of recall, to agree to return to work on a specified or mutually agreed upon date, they cease to be employees and the notice provisions of Article 14 do not apply unless such failure to return is owing to illness, injury or other exceptional circumstances beyond the employee's control.

(b) The University may temporarily fill any position during the period that employees are being provided notice of recall and until all employees entitled to notice of recall have responded to such notice. If none of the eligible employees respond to a recall notice to a vacant position, the position will be posted in accordance with Article 16.02.

17.08 It will be the responsibility of laid off regular employees to keep Human Resources informed of their current address.

17.09 While the University will make every effort to recall laid off regular employees, a layoff period extending beyond twelve (12) months will constitute termination of employment and will be subject to the notice provisions of Article 14.

17.10 Except where the date of layoff is established by the appointment notice, the University will give three (3) weeks' notice in the event of layoff. After the completion of a period of employment of three (3) consecutive years, employees will receive four (4) weeks' notice, and for each subsequent completed year of continuous employment, an additional week's notice up to a maximum of ten (10) weeks' notice.

17.11 Where employees elect to terminate their employment at the conclusion of the notice period described in 17.10, the employee will be entitled to severance wages at the employee's current (prior to layoff) regular rate of pay on the basis of two (2) weeks wages per year for each year of service to a maximum of fifty-two (52) weeks.

17.12 Upon being terminated by the University, except for cause or on normal retirement, a regular employee who has completed eight (8) years of continuous service with the University shall receive severance pay at the employee's current regular rate of pay on the basis of one (1) week's pay for each full year of service.

17.13 In cases where intermittent layoff and recall are anticipated during a period specified in an appointment notice, forty-eight (48) hours' notice of layoff will be given except when the layoff date is specified at the time of recall.

ARTICLE 18 - HOURS OF WORK AND SHIFTS

Section A - Work Week

18.01 The hours of work for full-time employees will be seven and one-half (7 1/2) hours in a day and thirty-seven and one-half (37 1/2) hours in a week. The scheduled work week will be from Monday to Friday inclusive, not to exceed thirty-seven and one-half (37 1/2) hours. However, in order to operate and maintain University facilities on weekends when necessary, the scheduled work week may be varied to include Saturday and Sunday on a five (5) day consecutive work schedule within seven (7) days. Such schedule or schedules shall be on a rotational basis except where classification or staffing requirements prohibit rotation or where employees volunteer for such schedule. In order to rotate shifts to the satisfaction of employees concerned, it is recognized that some swinging of shifts may be necessary. Shifts shall not be split. The hours and days or work of each regular employee working on rotating shifts shall be posted in an appropriate place at least two (2) weeks in advance.

Section B - Hours of Work

18.02 Regular hours of work shall not exceed seven and one-half (7-1/2) hours per day including a fifteen (15) minute work break during the first four (4) hours of a shift, and, where the shift extends to seven (7) hours or more, a further fifteen (15) minutes during the next three (3) hours of the shift. The minimum hours of work in a shift for employees (with the exception of student employees who work casual hours as defined in Article 1.05) will be four (4) hours in a day.

Shifts shall be scheduled within the periods shown below except as mutually agreed upon:

Days: 6:00 a.m. to 6:00 p.m. - normally starting at 8:00 a.m.

Provided the University's work requirements can be met, and subject to Section C (18.05), the shift for regular day shift employees working Monday to Friday shall be from 8:00 a.m. to 4:00 p.m.

Afternoons: 2:00 p.m. to 2:00 a.m. - normally starting at 4:00 p.m. Nights: 10:00 p.m. to 10:00 a.m. - normally starting at midnight.

18.03 Employees working more than four (4) hours per day shall be permitted a one-half (1/2) hour period for meals, which time shall not be included in the hours of work.

Section C - Shift Changes

18.04 Normally, forty-eight (48) hours' notice shall be given before change of a non-rotating shift and two (2) weeks' notice shall be given before change of a rotating shift. In cases of unexpected scheduling problems (e.g. sick leave or operational emergencies) these notice periods shall not apply. In the event notice is less than twenty-four (24) hours, it shall result in payment of overtime at established rates for any hours worked during the first shift. Failure to provide at least sixteen (16) hours' rest between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal rest period.

18.05 A change in the hours worked within a shift period does not constitute a shift change. Normally, forty-eight (48) hours' notice shall be given when the normal starting time of a non-rotating shift is to be changed more than one (1) hour, and two (2) weeks' notice shall be given when the normal starting time of a rotational shift is changed by more than one (1) hour. In cases of unexpected scheduling problems (e.g. sick leave or operational emergencies), these notice periods shall not apply. In the event the notice is less than twenty-four (24) hours, it shall result in payment of overtime at established rates for any hours worked during the first shift.

18.06 Employees may exchange shifts with the approval of their Department Head provided that sufficient notice is given, there is no increase in cost to the University, and the work requirements can be met.

Section D - Weekend Differential

18.07 With the exception of Food Service employees, Houseworkers and Senior Houseworkers and Auditorium employees who shall not receive any weekend differential, each shift shall receive a fifteen percent (15%) differential for each Saturday and/or Sunday shift worked.

Section E - Notification of Absence from Work

18.08 An employee shall not be absent from work without prior authorization. Should circumstances arise where an absence is unavoidable and authorization has not been obtained, an employee shall make every reasonable effort to inform the supervisor as soon as possible.

Section F - Varied Work Schedules

18.09 (a) The provisions of Articles 18 and 19 shall be varied in accordance with the varied work schedules as agreed to by the parties for Security Officers, Food Service workers and the Mechanical Shift Engineer component of the Mechanical Tradesworker classification.

(b) The University and the Union agree that, where twelve (12) hour shifts are scheduled in Campus Security Services, the following will apply:

<u>SHIFT CYCLES</u>: Twelve (12) hour shifts rotate over an eight (8) week cycle - normally based on two (2) days on, two (2) nights on, and four (4) days off.

<u>HOURS OF WORK</u>: A twelve (12) hour shift includes: eleven and one-quarter (11- 1/4) hours worked and a three-quarter (3/4) hour meal break.

Over an eight (8) week cycle employees work an average of thirty-seven and one-half (37-1/2) hours per week.

[Note: In order to average a thirty-seven and one-half (37-1/2) hour work week, an extra shift of eleven and one-quarter (11-1/4) hours is scheduled off during the eight (8) week cycle, and the employee may apply this “Floater Day Off to any shift within the eight (8) week block subject to reasonable notice and operational requirements, and three and three-quarter (3-3/4) hours is credited to accumulated leave].

OVERTIME: Any hours worked beyond a twelve (12) hour shift, or on a scheduled day off are paid at double time.

STATUTORY HOLIDAYS: An employee will be considered to have worked on a statutory holiday if the employee's scheduled shift starts on the statutory holiday.

Where employees work a full shift on a statutory holiday, they receive their regular pay, and in addition receive pay or time off equivalent to eighteen and three-quarter (18-3/4) hours (one (1) extra shift of eleven and one-quarter (11-1/4) hours plus seven and one-half (7-1/2) hours in lieu of a regular stat).

If the statutory holiday falls on a day off they receive their regular pay plus have seven and one-half (7-1/2) hours credited to accumulated leave.

18.09 (c) SHIFT AND WEEKEND DIFFERENTIAL: Shift differential will be paid at night shift premium at the following rates:

$1.57 per hour without first aid
$1.66 per hour with first aid
$1.83 per hour for Team Leaders

This hourly differential shall increase at the same percentage as any general wage increase.

Weekend differential of fifteen percent (15%) per shift. All differential paid out at end of the following month.

BREAKS: Each twelve (12) hour shift includes eleven and one-quarter (11-1/4) paid hours, plus a three-quarter (3/4) hour unpaid meal break, and two (2) paid coffee breaks. There is no requirement for Security Officers to be on call during unpaid breaks.

SICK LEAVE AND VACATION ENTITLEMENTS:

Sick leave entitlements are based on one and one-quarter (1-1/4) days per month and converted to hours [e.g. fifteen (15) days per annum x seven and one-half (7-1/2) hours per day = one hundred twelve and one-half (112-1/2) hours per annum].

Vacation entitlement is based on years of service as per Article 22.02, and converted to hours [e.g. twenty (20) days per annum x seven and one-half (7-/12) hours per day = one hundred and fifty (150) hours per annum].

Sick leave and vacation taken are deducted in hours [e.g. if sick one (1) shift would be deducted eleven and one-quarter (11-1/4) hours from allotment].

(d) The University and the Union agree that, where twelve (12) hour shifts are scheduled in the Mechanical Shift Engineer component of the Mechanical Tradesworker classification, the following will apply:

SHIFT CYCLES: Twelve (12) hour shifts rotate over an eight (8) week cycle - normally based on two (2) days on, two (2) nights on, and four (4) days off.

HOURS OF WORK: A twelve (12) hour shift includes: eleven and one-quarter (11- 1/4) hours worked and a three-quarter (3/4) hour meal break. Over an eight (8) week cycle employees work an average of thirty-seven and one-half (37-1/2) hours per week.

[Note: In order to average a thirty-seven and one-half (37-1/2) hour work week, an extra shift of eleven and one-quarter (11-1/4) hours is scheduled off during the eight (8) week cycle, and three and three-quarter (3-3/4) hours is credited to accumulated leave].

18.09 OVERTIME: Any hours worked beyond a twelve (12) hour shift, or on a scheduled day off are paid at double time.

STATUTORY HOLIDAYS: An employee will be considered to have worked on a statutory holiday if the employee's scheduled shift starts on the statutory holiday. Where employees work a full shift on a statutory holiday, they receive their regular pay, and in addition receive pay or time off equivalent to eighteen and three-quarter (18-3/4) hours (one extra shift of eleven and one-quarter (11-1/4) hours plus seven and one-half (7-1/2) hours in lieu of a regular stat).

If the statutory holiday falls on a day off they receive their regular pay plus have seven and one-half (7-1/2) hours credited to accumulated leave.

SHIFT AND WEEKEND DIFFERENTIAL: Shift differential will be paid at night shift premium per Schedule 'A'.

Weekend differential of fifteen percent (15%) per shift. All differential paid out at end of the following month.

BREAKS: Each twelve (12) hour shift includes eleven and one-quarter (11-1/4) paid hours, plus a three-quarter (3/4) hour unpaid meal break, and two (2) paid coffee breaks. There is no requirement for Mechanical Shift Engineers to be on call during unpaid breaks.

SICK LEAVE AND VACATION ENTITLEMENTS:

Sick leave entitlements are based on one and one-quarter (1-1/4) days per month and converted to hours [e.g. fifteen (15) days per annum x seven and one-half (7-1/2) hours per day = one hundred twelve and one-half (112-1/2) hours per annum].

Vacation entitlement is based on years of service as per Article 22.02, and converted to hours [e.g. twenty (20) days per annum x seven and one-half (7-/12) hours per day = one hundred and fifty (150) hours per annum].

Sick leave and vacation taken are deducted in hours [e.g. if sick one (1) shift would be deducted eleven and one-quarter (11-1/4) hours from allotment].

Section G - Modified Work Schedule

18.10 The parties (the University and the Union) may institute, on a trial basis, a modified work schedule in a limited number of areas where it is agreed that such a schedule may be of mutual benefit. Such trial period shall not be subject to the limitations of Article 18 (18.01 and 18.02). All modified work schedule proposals endorsed by management shall be forwarded to Human Resources for review and subsequent consultation with the Union. Where, after a trial period in an area, it has been agreed between the parties that a modified work schedule has produced and will likely continue to produce mutual benefits, such schedule may be instituted in that area on terms approved by the parties and shall not be subject to the limitations of Article 18 (18.01 and 18.02).

Section H - Accommodation of Requests to Vary Work Schedules for Equity or Medical Reasons

18.11 The University and the Union will make every reasonable effort to accommodate regular employees' requests to vary their existing work schedules for bona fide equity (e.g. child care, eldercare, or medical reasons, and, where applicable, with the appropriate adjustment to pay and benefits. Any request to vary scheduled hours and/or days of work will be initiated in writing by the employee, forwarded to the employee's supervisor for comments, then to Human Resources and the Union. The University will meet with the Union to discuss what, if any, variance in scheduled hours and/or days of work it may be able to offer the employee. The University will consider any comments made by the Union during this meeting when deciding what, if any, variance in scheduled hours and/or days of work to offer the employee. Any variation from the existing terms of the agreement will require the approval of the parties.

Example of accommodation may include:

(a) Job Sharing - two (2) employees voluntarily share the work, salary and (prorated) benefits of one (1) job.

(b) Shorter work week - employees work a standard number of hours each day but fewer than five (5) days.

(c) Shorter work day - employees work five (5) days but fewer than the established normal number of hours each day.

(d) Flextime - employees work a standard number of hours each day but are able to vary the start and finish times.

(e) Flexible work breaks - additional or longer work breaks.

(f) Change of Shift Schedules – such as changing from afternoon to day shift.

Each case will be dealt with on its individual merits and may be time limited. In all cases employees involved must work a minimum of fourteen (14) hours per week to maintain eligibility for benefits.

Section I - Job Sharing

18.12 (a) Job sharing is defined as two (2) employees voluntarily sharing the work, salary and pro-rated benefits of one (1) job. When the parties mutually agree the specific terms of each job share will be set out in a Letter of Agreement which will include notice periods for renewal or cancellation and the duration of the job share.

(b) Job sharing is available for bona fide equity or medical reasons as set out in Article 18.11 or for an employee to pursue an education program through a Leave of Absence under Article 24.01.

(c) Priority will be given to job share requests based on equity or medical reasons.

(d) Renewal of job share agreements beyond one (1) year will be subject to mutual agreement of the parties.

Section J - Additional Temporary Hours

18.13 Where additional temporary hours of work (more than 1 hour) which do not require posting are available in a unit or department, where practical, the University will offer these hours on a rotational basis to qualified part time regular employees working in the building (Janitorial and Housing), outlet (Food Services), unit, or department, as applicable.

ARTICLE 19 - OVERTIME AND CALL OUT

Section A – Overtime

19.01 (a) Overtime is defined as time worked in excess of a regular shift of seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37-1/2) hours per week. No overtime shall be worked except under special circumstances. If overtime is essential and approved, payment for overtime shall be made at the rate of double time after seven and one-half (7-1/2) hours per day or thirty-seven and one-half (37- 1/2) hours per week or time worked in excess of a regularly scheduled five (5) consecutive day work week. All overtime worked on an employee's first or second day of rest and on holidays shall be paid for at double time rates.

(b) The option to bank time off in lieu of payment of overtime (TOIL) is available to employees. When the TOIL is taken shall be determined by mutual agreement between the employee and their Section Head subject to operational requirements. If the Section Head must deny a request for TOIL the employee will be provided with written reasons for the denial.

19.02 In January of each year, the University shall review the accumulated banked overtime for individual employees and shall have the option of paying out all or a portion of the hours in excess of one hundred (100), subject to operational requirements.

19.03 For the purpose of computing the hourly rates for monthly rated employees, the monthly salary rate shall be divided by one hundred and sixty-three (163), this being the average number of hours worked per month, and multiplied by the overtime rates.

19.04 The University shall endeavor to equalize overtime opportunities amongst employees.

19.05 The University shall endeavor to keep overtime to a minimum and to meet requirements on a voluntary basis.

19.06 An employee required to work a minimum of two (2) hours' overtime before or after but joined to her/his regular shift shall be reimbursed up to twelve dollars ($12.00) on submission of a claim for the cost of a meal (no receipt required) unless a meal is provided.

19.07 (a) Employees called out two (2) hours or less prior to their normal start time shall receive two (2) hours at overtime rates, except where the call out is prior to 5:00 a.m. in which case (b) applies.

(b) Employees called out more than two (2) hours prior to their normal start time and between the hours of midnight and 6:00 a.m. shall receive two (2) hours at their overtime rate or for the number of hours worked before their normal start time, whichever is greater. Such employees will be permitted a minimum of six (6) hours' rest time prior to assuming their regular duties and not lose any regular pay as a result, or where required, continue working through their normal shift, in which case they will be provided shift change notice per Article 18.04.

Section B - Call Out Pay

19.08 Employees called out for emergency work after having completed a full shift on that day shall be paid at double time rates and for a period of not less than two (2) hours.

19.09 Any employees, other than student employees (working Monday through Friday) and employees covered under Article 19.08 above, who are called out and commence work shall receive pay at their regular rate for the greater of the actual hours worked or four (4) hours. If such employees are not required to commence work they shall receive pay at their regular rate for two (2) hours.

ARTICLE 20 - UNIVERSITY CLOSURE

20.01 Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of employees, except in the circumstances contemplated under Article 14.09 and the entitlement set out in Article 22.11 then:

(a) employees will continue to receive full wages, rights and benefits during the closure or in the case of an area of the University being closed, and;

(b) employees who are required to continue necessary operational, maintenance or security functions will be expected to make their best effort to report to work, and will be informed of their assigned shift, or;

(c) where alternate work is available in another area or department of the University, employees will be informed if they are to be temporarily reassigned to that area or department.

ARTICLE 21 - HOLIDAYS

21.01 All regular employees being paid by the month shall be entitled to the following holidays with pay, namely:

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

as well as any other day proclaimed as a general holiday by the Government of Canada or by the Government of British Columbia, or any day observed by the University in lieu of such a day. All regular employees paid by the hour shall receive, in lieu of the above paid holidays 4.8% of earnings for regular hours worked.

21.02 All temporary employees will be entitled to the above holidays with pay in accordance with the provisions of the Employment Standards Act in existence as of March 10, 1999, except when such a holiday occurs during the first thirty (30) days of employment.

21.03 When the day observed by the University as a paid holiday falls on an employee's regular day of rest, the employee shall be granted an alternate day off at a time mutually agreed upon between the employee and the Section Head. The University shall make every reasonable effort to give the employee the alternate day off on the first regularly scheduled work day following the day of rest so affected.

ARTICLE 22 – VACATIONS

22.01 Vacation entitlements shall be computed from January 1 each year. In the case of regular employees subject to anticipated layoff periods, vacations shall be computed to the anticipated date of layoff and from the date the employee returns from layoff to December 31st and shall be credited on January 1st and the date the employee returns from layoff respectively.

22.02 Regular employees shall have the following annual vacation entitlements, to be calculated on a pro rata basis if employment is for less than twelve (12) months and/or less than thirty-seven and one-half (37-1/2) hours per week:

(a) In the first calendar year of service, ten (10) working days or four percent (4%) of pay up to December 31st to be paid not later than the next following January 15;

(b) In the second calendar year of service, fifteen (15) working days or six percent (6%) of pay;

(c) In the third through the seventeenth calendar years, one (1) additional working day per calendar year of service to a maximum of thirty (30) working days in the seventeenth calendar year of service and thereafter;

(d) .Appointed hourly paid employees may take the vacation they earn on additional hours in time off after the middle of the month following the month in which the vacation was earned after obtaining approval from the departmental manager.

22.03 In addition to the above vacations, a regular employee who has completed at least fifteen (15) years of continuous full-time service, inclusive of service credited per Article 15.02 (c), shall be entitled to a single special vacation of twenty-two (22) consecutive working days, to be taken all at one time and prior to retirement. A regular employee who has completed at least fifteen (15) years of continuous service, which includes part- time service, shall be entitled to the special vacation on a prorated basis. When an employee meets the eligibility requirements for the special vacation she/he may request that it be scheduled. The calculation of the entitlement, inclusive of any pro-rating, will be as of the date the special vacation is scheduled to begin. Rather than taking the special vacation entitlement in a single period, when an employee makes a request to schedule the special vacation entitlement in blocks of one (1) week or greater, or as days rather than a prescribed block of time, such a request will be approved by the University, subject to bona fide operational requirements. Where eligibility for such special vacation occurs within six (6) months of normal retirement, the special vacation entitlement may be taken as pay in lieu thereof on retirement.

22.04 Temporary employees shall have a vacation entitlement prorated on the basis of an annual full-time entitlement of ten (10) days or vacation pay computed at four percent (4%) of earnings. Temporary employees who have received appointments for the equivalent of seven (7) months of full-time employment in the preceding twenty-four (24) month period, shall have their vacation entitlement prorated on the basis of an annual full-time entitlement of fifteen (15) days or vacation pay computed at six percent (6%) of earnings effective January 1st of the following year.

22.05 For those regular employees appointed for less than ten (10) months per year, vacation will be considered on a case-by-case basis and will be granted if work requirements permit.

22.06 Regular employees in their first calendar year of service may, with the approval of their Department Heads, carry over a vacation entitlement of up to four (4) days. Other regular employees must take a minimum of ten (10) day's vacation, and, with the prior approval of their Department Heads, may carry over any portion of an annual vacation entitlement in excess of ten (10) days from one (1) calendar year to the next. No carry over of unused vacation entitlement may exceed fifteen (15) days, except by agreement of the parties in unusual circumstances. Applications for such carry over must be submitted in writing by employees to their Department Head, with a copy to the Director of Human Resources, who will make every effort to ensure that all such applications receive equitable treatment throughout the University.

22.07 In the year of retirement, full annual vacation shall be granted according to service as above to employees who are at least sixty (60) years of age.

22.08 Employees who leave the service of the University shall be required to pay back any vacation time they have used in excess of the amount to which they were entitled.

22.09 The University shall endeavour to schedule vacations at times which are agreeable to the employee. However, the University reserves the right to specify vacation periods in order to meet work requirements. Vacation schedules shall normally be arranged in order of seniority for each group of employees. Commencing in 1980 the two (2) most senior employees in each group shall have first choice; in 1981 these two (2) employees shall revert to the bottom of the list; in each succeeding year the same procedure shall follow.

22.10 (a) Annual vacation pay shall be calculated on the basis of the vacation entitlement set out in Article 22 and the employee's regular rate of pay.

(b) When an employee has received additional premiums or allowances during a calendar year, the annual vacation pay will be recalculated at the end of December, based on the employee's total wages for the calendar year at a rate of two percent (2%) for each week of annual vacation to which the employee is entitled under the Employment Standards Act [two (2) weeks for the first five (5) years; three (3) weeks after five (5) years].

Where the recalculated vacation pay is more than the vacation pay calculated in (a) above, the employee shall receive the difference at the end of January following that calendar year.

22.11 Leave of Absence With Pay Between Boxing Day & New Year's Day

(a) All regular employees shall be granted three (3) days' leave of absence with pay in addition to all other vacation entitlements, to be taken between Boxing Day and New Year's Day. Where, due to operational requirements, an employee is required to work between Boxing Day and New Year's Day, these days shall be added to the employee's annual vacation entitlement.

(b) Guidelines with respect to 22.11 (a) shall be those used for the 1992 Christmas period, amended to reflect contract language and as further amended from time to time by mutual agreement of the Parties.

ARTICLE 23 - SICK BENEFIT PROVISIONS

Regular employees shall be subject to the provisions of Sections A, B, C, D and E below:

Section A - Sick Benefit

23.01 (a) In any full calendar year of employment a full-time regular employee may be absent from work for reasons of personal illness for up to fifteen (15) days, less any Sick Benefit Bank assessments, without loss of pay. To comply with subsection 21(b) of the Employment Insurance Regulations, at least one (1) day per month must be available for use only in the case of the employee's personal illness or injury. In any partial calendar year of employment, an employee may be absent from work for reasons of personal illness for up to one and one-quarter (1-1/4) days per month, less any Sick Benefit Bank assessments, without loss of pay. This provision shall apply on a prorated basis to regular employees working less than full time. Subject to Article 25, Section E (Termination Pay), unused sick benefit provision shall be accumulated annually.

(b) Employees may use up to three (3) personal sick leave days per year for illness of a dependent. This provision is subject to the employee maintaining a personal annual accumulation of sick leave in excess of twelve (12) days to comply with the Employment Insurance Regulations.

(c) Employees must make every reasonable effort to contact their supervisor (or manager) directly at the earliest opportunity, and must notify the supervisor that they are unable to work due to illness or injury, and provide an expected date of return to work.

23.02 The provision for sick benefit for regular employees shall be computed from the date of appointment, posted annually on January 1st, and submitted to the Union by January 31st. Employees who leave the service of the University shall be required to pay back any sick benefit taken in excess of their accumulated sick benefit as at December 31st of the previous year plus one and one-quarter (1-1/4) days per month worked during the current calendar year. For regular employees subject to anticipated layoff periods, the provision for annual sick benefit shall be computed from January 1st to the anticipated date of layoff and from the date the employee returns from layoff to December 31st. Any recoveries from an employee made up to the date of layoff will be repaid to the employee on return from layoff up to the limit of the employee's then unused provision.

23.03 No provision for sick benefit shall be made in respect of a period of layoff or leave of absence without pay, but the employee shall retain any provision for sick benefit which existed prior to such layoff or leave.

23.04 During an employee's normal vacation, an injury or illness which would have prevented her/him from working for more than five (5) working days shall, at the request of the employee and confirmed by a physician's certificate, be deemed sick benefit from the second working day of such injury or illness.

23.05 Wherever possible, it is expected that employees will try to schedule medical or dental appointments outside of their normal working hours, but when this is not possible, daily absences totaling two (2) hours or less due to such appointments or to illness or injury shall not be charged as sick benefits. Daily absences totaling more than two (2) hours shall be charged as sick benefits at the minimum rate of one-half (1/2) day.

23.06 A physician's certificate shall be required by the University for any absence of five (5) days or more. After consultation with the Sick Benefit Bank Committee, including written documentation, the University may require a physician's certificate for periods of less than five (5) days. On submission of a physician's receipt, the University shall reimburse the employee for the fee, if any, levied by a physician for providing such a certificate.

Section B - Workers' Compensation and ICBC Compensation

23.07 (a) Employees shall turn over or cause to be turned over to the University any monies paid or payable to them by the Workers' Compensation Board as a result of a claim and upon doing so, shall receive their regular pay for the first thirty (30) working days of the period covered by the claim. Subsequently, where employees have accumulated sick benefit provision, there shall be a deduction from that provision of one-quarter (1/4) of the time the employee is absent or to the expiry of the sick benefit provision whichever is sooner. If there is no sick benefit provision, employees shall retain their Workers' Compensation Board cheques. During the period that employees are receiving the one-quarter (1/4) day sick benefits they will continue to receive their regular pay. At the end of the calendar year, the Payroll Department will adjust the employees' T-4 supplementary forms to reflect the reduced gross earnings equal to the amount of the Workers' Compensation Board benefits received during the year. Employees receiving the Workers' Compensation Board Benefits will continue to receive all rights and benefits.

(b) Employees shall 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 or sick bank allotments 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 and/or the sick bank will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

Section C - Sick Benefit Bank

23.08 A Sick Benefit Bank is established to assist in absences due to extended sickness or disability.

Sick Benefit Bank replenishment will be assisted by credits derived from lowered annual average individual usage of sick benefits.

The following procedures shall apply:

(a) The average individual usage of sick benefits, excluding Sick Benefit Bank and W.C.B. claims, will be compared with the previous lowest year's usage.
(b) If such usage is less than that of the previous lowest year, then the product of the difference in usage multiplied by the average number of employees expressed in credit days will be applied to the Sick Benefit Bank to restore its balance to five hundred (500) days.
(c) Should there be more credit days than are required to restore the Sick Benefit Bank, such days will be available for use in subsequent years.
(d) For the purpose of calculating credit days, the previous lowest year's average individual usage of sick benefit shall not be less than 7.90 days.
(e) If the average individual sick benefit usage is more than that of the previous lowest year, no credit days shall be earned.

The Sick Bank contribution requirement will be calculated as follows:

(i) Calculate Sick Bank balance as of year end (December 31st).
(ii) Add contributions of employees in their first and second year of service per Article 23.10
(iii) Add any credit days earned as result of the above formula.
(iv) Any contributions, required to bring the total in Sick Bank to five hundred (500) days will then be taken from employees in their third and subsequent calendar years of service, in accordance with Article 23.10.

23.09 A Sick Benefit Bank Committee shall be established by the Union to give direction to the University regarding disbursements from the Sick Benefit Bank.

23.10 Each employee shall contribute three (3) days on January 1st of the employee's first year of service. On January 1 of the second year of service each employee shall contribute two (2) working days in addition to the general sick benefit bank assessment, up to a maximum total contribution of three (3) working days. For employees working a regular schedule of less than twelve (12) months, the initial contribution shall be at the rate of one-half (1/2) day for each month scheduled for work in the first year of employment up to a maximum of three (3) days. Eligibility to apply to the Sick Benefit Bank shall commence on completion of an employee's first year of service. When an employee's initial contribution has been made and the employee terminates employment before becoming eligible to apply to the Sick Benefit Bank, that contribution shall be prorated as one-half (1/2) day per month worked up to a maximum of three (3) days. In each successive year, a further number of days up to a maximum of three (3) shall be contributed in order to achieve and/or maintain the Bank at a level of five hundred (500) days.

23.11 Payments from the Sick Benefit Bank shall only be made by the University upon receipt of written direction from the Sick Benefit Bank Committee and only within the limits of the following schedule:

Service	Working Days
after 12 months	22
after 24 months	44
after 36 months	66

23.12 No payment from the Sick Benefit Bank shall be approved unless and until the employee concerned has exhausted her/his entire sick benefit provision and, with respect to the period of the relevant illness, has drawn down at least five (5) days of vacation entitlement or has taken at least five (5) days of leave of absence without pay.

23.13 An employee who is ill or disabled and has exhausted all available benefits (W.C.B., sick leave, Sick Benefit Bank) may opt to draw down her/his termination account to cover periods of illness or disability.

Section D - Return to Work Program

23.14 (a) The University and the Union are committed to facilitating the reintegration of employees to the workplace in a fair and consistent manner, as soon as is reasonably possible. The University will administer a comprehensive Return to Work Program in consultation with the Union that includes early intervention and accommodation to assist employees in returning to work following extended absences due to illness or injury.

(b) The Return to Work Program may be initiated by the University, the Union, the employee, or by a third party such as WCB, or ICBC. Specific services offered will depend on each employee's' situation and needs. Each situation will be evaluated, and where appropriate, an individualized return to work plan will be developed in consultation with the employee, the designated Union Official, the department, a designate of the Associate Vice President of Human Resources, and health professionals as appropriate.

(c) For further information about the Return to Work Program reference should be made to the Benefits Information Handbook available from the Human Resources Department.

Section E - Long Term Disability Plan

23.15 (a) The University provides a Long Term Disability (LTD) Plan at a maximum cost of three point zero eight percent (3.08%) of basic salary.

In the event that the LTD Plan benefits need to be altered in order to contain costs, the University will provide two (2) months' notice to CUPE Local 917, and will consult with CUPE Local 917 through the Personnel Benefits Committee and the President of CUPE Local 917. All regular employees who are eligible under the terms of the Long Term Disability (LTD) Plan will, as a condition of employment, participate in the Plan.

(b) For further information about the LTD Plan reference should be made to the Benefits Information Handbook available from the Human Resources Department.

Section F - Temporary Employees

23.16 Temporary employees working regular shifts of half-time or more each week, and who have completed one (1) full month of service working such a schedule, may be absent from work for reasons of personal illness for up to one and one-quarter (1-1/4) days per subsequent month worked on a prorated basis without loss of pay.

ARTICLE 24 - LEAVE OF ABSENCE

Section A - Personal Leave of Absence

24.01 (a) Requests for leave without pay will be submitted in writing by employees to their Department Head. Subject to operational requirements those requests will be approved. If the Department Head must deny a request for personal leave the employee and the Union will be provided with written reasons for the denial.

(b) The University will make every reasonable effort to accommodate employees' requests for personal leave for bona fide equity or medical reasons (e.g. an extension to a maternity or medical leave) or, for employees with a minimum of two (2) years of service, educational purposes related to their career development at the University Employees may additionally apply for personal leaves of absence without pay under Article 24.01 for providing care or support to gravely ill family members at risk of dying. For information only, employees who are granted such leave may be eligible to apply for Employment Insurance (EI) Compassionate Care benefits.

Section B – Bereavement and Compassionate Leave

24.02 (a) An employee requiring bereavement leave will, on request, be granted up to five (5) days' leave without deduction of pay, sick benefit or vacation entitlement in the case of death of a close family member or individual permanently residing in the employee's household. Where extensive travelling time is required or the employee is the executor of the estate, up to two (2) additional days shall be granted on request.

(b) The University will allow an employee time off with pay, up to one (1) day to attend the funeral or memorial service of a close personal friend.

(c) The University will, subject to operational constraints and within reason, allow an employee time off with pay, up to one (1) day to attend the funeral or memorial service of a University employee.

(d) Compassionate leave with pay may be granted by a department head under other reasonable circumstances (e.g. to attend to a family member or a close personal friend who has suffered a life-threatening injury or illness). Employees may additionally apply for personal leaves of absence without pay under Article 24.01 (see Article 24.01 (b).

Section C - Emergency Leave

24.03 An employee may be granted time off up to a maximum of one (1) day without deduction of pay or sick benefit for a serious household or domestic emergency. Applications for such leave shall be submitted in writing, after the absence, by the employee to her/his Department Head, with a copy to Human Resources. Every effort shall be made to ensure that all such applications receive equitable treatment throughout the University.

Section D - Jury and Witness Service

24.04 Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Providing that the employee concerned deposits with the University any pay received, other than expenses, no deduction in salary shall be made for such absence.

Section E - Leave of Absence for Union Business

24.05 (a) Time off with pay shall be granted to not more than six (6) representatives of the Union to caucus concerning collective bargaining during working hours at times negotiations are not in session. Such representatives shall receive time off without penalty to caucus provided that the total combined time does not exceed one hundred and twelve and one-half (112-1/2) hours per calendar year.

(b) Leave of absence without pay may be granted to designated representatives of the Union when it becomes necessary for such representatives to transact other Union business, including attendance at executive and committee meetings of CUPE. Such leave of absence shall not exceed five (5) working days for any one (1) employee at one time nor shall it exceed ten (10) working days for any one (1) employee within a calendar year except by mutual agreement of the parties. In the case of the President and Chief Shop Steward only, the limit of ten (10) working days leave of absence without pay within a calendar year shall be extended to twenty (20) working days.

(c) The University shall be given ten (10) days' advance notice in writing of Union employees for whom the Union wishes leave of absence for the above purposes, excepting for an employee who is elected or appointed to CUPE National, CUPE BC, the CLC or the BC Federation of Labour, and who must attend emergency meetings, in which case 48 hours notice shall be required. It is understood that such leave of absence must not interfere with the normal functions of the University.

Section F - Leave for Union Duties

24.06 An employee who is elected to full-time Union office shall be granted leave of absence without pay for a period of up to one (1) year. Such leave may be extended by agreement of the parties.

Section G - Leave for Political Office

24.07 The principles embodied in the University's Policy on Leave for Political Office, as amended from time to time, shall apply to regular employees.

Section H - Maternity, Parental (including Adoption) Leave

24.08 Employees are entitled to Maternity and Parental (including Adoption) Leave as specified in this Collective Agreement and under the Employment Standards Act, as amended from time to time.

A. Maternity Leave

1. (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 23.

B. 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 pregnancy leave is taken. If pregnancy 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 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 24.08 A 1(b) or 24.08 B (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 weeks where the member has elected to receive the standard parental benefit of 35 weeks, such that the total parental leave is extended to 40 weeks; or

ii. eight weeks where the member has elected to receive the extended parental benefit of 61 weeks, such that thte total parental leave is extended to 69 weeks.

(b) A birth father of a child, or another person who is recognized by the child's birth mother as her 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) for extended parental leave.

(c) An employee who is the adoptive parent of a child is entitled to thirty- seven (37) consecutive weeks for standard parental leave or sixty-two (62) for extended parental leave.

(d) Further parental leave without pay, of up to five (5) additional weeks, will be granted

where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition.

C. Supplementary Benefit

Regular employees not on layoff or leave of absence 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 week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

(i) During the next sixteen (16) 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 Section C, 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 Section D. 5.

(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 Section C., 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 Section D. 5.

(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.

D. Other Conditions

1. (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 to the Personnel Benefits Programs unless the employee elects in writing not to continue to pay the employee's share.

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

3. Applications for further leave without salary, special leave or sick leave prior to or after the maternity or parental leave periods identified above may be made in accordance with Articles 23 or 24 as appropriate.

4. 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.

5. (a) 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.

   (b) 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. To avoid delays in qualifying for benefits, employees should obtain the Record of Employment (ROE) form from the Payroll Section in Accounting Services on their last working day before the leave and present it as soon as possible at the Employment Insurance Office.

6. 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 Benefits paid to an employee under Section C will be reduced accordingly.

Parental Leave

24.09 Upon request employees will be granted up to five (5) days' leave without pay at the time of the birth or adoption of their child.

Section I - Education and Training Leave

24.10 When the University, on the recommendation of the Department Head, requests in writing that an employee take a course or participate in some other form of job-related and/or health and safety related training activity (orientation, conference, seminar, workshop), the employee will be granted the necessary time off with pay and will be reimbursed by the University for the required fees and other approved costs. No employee shall suffer undue financial hardship as a result of the University's reimbursement policy. The Department Head may authorize a request for a travel advance where appropriate. When an employee's participation occurs on a normal day off work she/he will be granted equivalent time off on a straight time basis.

24.11 (a) Subject to the prior approval of the employee's Department Head, a regular employee shall be reimbursed for all or some agreed portion of the course fees or similar costs upon successful completion of other job-related and/or health and safety related courses or training taken to upgrade job skills and/or health and safety knowledge. In addition, the employee shall be granted time off without pay to take such courses or training provided such time off does not interfere with the normal functions of the University. With the prior approval of the Department Head, the employee shall be permitted to make up the time required on any basis mutually agreeable to the employee and the Department Head.

(b) A request under Article 24.11 (a) will be submitted in writing by the employee to the Department Head, with a copy to the President of the Union and Human Resources. Every reasonable effort will be made to ensure that all requests receive equitable treatment throughout the University. If a department head indicates that the time off cannot be granted, the employee must be advised in writing, normally within ten (10) working days of receipt of the employee's request, with a copy to the President of the Union and Human Resources.

Section J - Leave For Hearings

24.12 (a) An employee whose attendance is required at a Workers' Compensation Board hearing, Human Rights hearing, or other hearing (excepting arbitration hearings between the parties), directly related to their employment at the University, will be entitled to attend without loss of pay. When the employee requests a Union representative, the representative will be able to attend the hearing without loss of pay.

(b) 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 Collective 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 25 - PAYMENT OF WAGES AND ALLOWANCES

Section A - Rates of Pay

25.01 Wages shall be paid in accordance with Schedules A and B hereto attached.

Section B - Vacation Pay

25.02 Employees may, upon giving at least fifteen (15) working days' notice, receive on the last office working day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

Section C – Allowances

25.03 (a) The University shall provide meals on shift and laundered working apparel for Food Service workers and footwear for employees working in dishwashing and pot washing areas, in shower areas, and in pool deck areas.

(b) The University shall have available appropriate rain gear for employees required to work outside in inclement weather.

(c) Every two (2) years, employees will be reimbursed, on submission of a receipt, up to two hundred and twenty-five dollars ($225.00) for a pair of safety boots.

Section C - Allowances

This provision applies only to regular employees in the following categories:

Group 10 Groundsworker I
Group 12 Groundsworker II
Group 12 Waste Reduction Driver
Group 14 Equipment Operator
Group 15 Gardener
Group 15 Waste Transfer Station Attendant

25.04 The University shall provide laundered coveralls for all employees of the Mechanical, Plumbing and Grounds Shops, and for Equipment Operators. Smocks shall be provided for Service Workers (Light) in the Facilities Management Department.

25.05 In all instances where the University requires an employee to wear a uniform or other special article of wearing apparel, the University will supply such items and shall undertake, either directly or by reimbursement, to launder, dry clean, repair and upkeep such items as required by the University at no cost to the employee.

25.06 Where the University initiates an apprenticeship position, the parties will develop a mutually agreed to plan, including the degree to which the University will provide financial support.

Section D - Provisional Job Payment

25.07 An employee relieving in a higher position shall be paid at the rate of the higher position for the time worked in that position. Employees coming under this clause shall do so when they have been instructed to assume the higher position. Where the higher position is outside the bargaining unit, the rate of provisional pay shall be a minimum of ten percent (10%) above the employee's regular rate.

25.08 The employee shall retain the rights and privileges of her/his regular position under this Collective Agreement during any period of temporary assignment to a position outside the bargaining unit.

Section E - Termination Pay

25.09 Any employee who has accumulated at least twenty-six (26) days of sick benefit provision may opt, in each subsequent year in which that employee's account is equal to at least twenty-six (26) days, to place any number of days of unused annual sick benefit provision in excess of ten (10) days in a special termination account.

25.10 Any employee who has accumulated at least forty-four (44) days of sick benefit provision may opt, in each subsequent year in which that employee's account is equal to at least forty-four (44) days, to place any number of days of unused annual sick benefit provision in excess of five (5) days in such termination account.

25.11 Any employee who has accumulated at least one hundred and thirty (130) days of sick benefit provision may opt, in each subsequent year in which that employee's account is equal to at least one hundred and thirty (130) days, to place any days of unused annual sick benefit provision in such termination account.

25.12 Upon termination of employment except for cause, the days in an employee's special termination account to a maximum of two hundred and sixty (260) days shall be paid to the employee at the rate of the average per diem rate of pay for the employee's five (5) highest paid years of service. Upon transfer to a position outside the CUPE Locals and successful completion of probation in the new position, the special termination account shall be paid out in full. Where the termination results from the death of an employee, the account shall be paid to her/his estate.

Section F - Certification Costs

25.13 An employee who needs recertification to maintain a license or certificate which is a requirement of their position will have all associated costs covered by the University. When an employee’s participation occurs on a normal day off work she/he will be granted equivalent time off on a straight time basis.

ARTICLE 27 - JOB DESCRIPTIONS AND NEW CLASSIFICATIONS

27.01 The University shall provide the Union with a copy of the recognized classification description for each group of employees in respect of whom the Union is certified as a bargaining agent.

27.02 The University shall provide the Union with any proposed new classification description or with any proposed change in a classification description. This description when agreed to by the parties shall become the recognized classification description. If agreement is not reached within thirty (30) days, the matter shall be dealt with under Article 9. No existing classification shall be eliminated without the agreement of the Union.

27.03 Any new classifications created by the University shall have the rates of pay set by mutual agreement of the parties to be jointly negotiated before any position within such a classification is filled. Where a revision to a classification involves a substantial change in the level of skill and/or responsibility, the rate of pay shall be reviewed by the parties and, if required, a new rate including effective date shall be jointly negotiated. If the parties fail to reach agreement on a rate of pay within thirty (30) days, the University may proceed with its proposed rate, subject to arbitration by a single arbitrator appointed pursuant to Article 12.05 (d).

27.04 Should an employee feel that her/his duties are not encompassed by her/his present classification description she/he may, after consultation with her/his supervisor, request Human Resources to undertake a review of her/his position. The Union may also initiate such a request on behalf of the employee. The request shall include a list of duties which are felt to be outside the present classification, together with such other supporting documentation as is considered appropriate. The results of any such review are subject to the provisions of Article 9 if either party so desires. Should the review result in a change of classification, the effective date of the change shall be the date on which the employee files with her/his supervisor the completed Job Description Form as provided and requested by the Department of Human Resources.

ARTICLE 28 - PERSONNEL BENEFITS

28.01 Personnel Benefits Committee

A Personnel Benefits Committee consisting of not more than eleven (11) members, three (3) of whom shall be appointed by the Union, shall be established. The Committee shall meet at least semi-annually to review, discuss and make recommendations on matters of mutual interest concerning the benefits under the Staff Pension Plan, the Group Life Insurance Plan, the Medical Insurance Plan, and the Dental Plan. Two (2) of the Union members of the Personnel Benefits Committee shall be members of the Staff Pension Plan Committee. The existence of the Personnel Benefits Committee shall not preclude either party from proposing changes in these benefits at the time of collective bargaining.

28.02 Pension Plan

Section A - Pension Plan Participation and Contributions

(a) All regular employees who, at the time of the regular appointment, are eligible under the terms of the mutually accepted Staff Pension Plan will, as a condition of employment, participate in the Plan. All such employees will contribute the following minimum percentages of basic salary by payroll deduction (inclusive of the 0.25% the employees contribute to the mutually acceptable fund for pension supplements:

Salary up to the "year's maximum pensionable earnings"	4.78%
Salary in excess of the "year's maximum pensionable earnings"	6.53%

(b) Effective April 1, 2006 The University will contribute a minimum of 10.5% of basic salary inclusive of the 0.25% the University contributes to the mutually acceptable fund for pension supplements.

Section B - Modifications to the Pension Plan

The Pension Plan has been modified in previous Collective Agreements to reflect the following changes:

(a) There will be no actuarial reductions for early retirement for employees retiring at or after the age of 60. The early retirement penalty for employees will be three percent (3%) per year from age 59 to a maximum of fifteen percent (15%) at age 55. Early retirement with this penalty provision may commence no earlier than the employee's 55th birthday.

(b) Credit will be granted for each year of pensionable service prior to January 1, 1990 at the rate of 1.65% per year of pensionable earnings up to the average Years Maximum Pensionable Earnings (YMPE) (as defined in the Plan).

(c) Credit will be granted for pensionable service during 1990 and 1991 at the rate of 1.3% per year of pensionable earnings up to the average YMPE (as defined in the Plan).

(d) Credit will be granted for each year of pensionable service after January 1, 1992 at the rate of 1.5% per year of pensionable earnings up to the average YMPE (as defined in the Plan).

(e) Credit will be granted for each year of pensionable service after January 1, 2000 at the rate of 1.70% per year of pensionable earnings up to the average YMPE (as defined in the plan).

(f) Effective January 1, 2000, the averaging of the YMPE will be over five (5) years.

Section C - Modifications and Transition for the Total Disability Benefit

Prior to April 1, 2006 the pension plan provided for total disability benefits. As of April 1, 2006, the plan no longer provides for total disability benefits.

Employees who were in receipt of total disability benefits prior to April 1, 2006 will continue to receive these benefits under the same terms and conditions that applied prior to April 1, 2006.

28.03 Medical Plan

(a) All regular employees who are eligible under the terms of the mutually accepted Extended Health Benefits Plan shall, as a condition of employment, participate in the Plan from the first day of the month following commencement of employment. All temporary employees appointed for a minimum of three (3) months half-time or more are eligible to apply for coverage under the Extended Health Benefits Plan.

The parties are agreed to the below changes to the plan:

- Effective July 1, 2020, lifetime maximum, no limit and Dental plan A to 90% coverage
- Effective April 1, 2021, Dental plan B to 70% and Dental plan C to 60%

28.04 Group Life Insurance Plans

(a) All regular employees who are eligible under the terms of the mutually accepted Basic Group Life Insurance Plan shall, as a condition of employment, participate in the Plan from the first day of the month following satisfactory completion of the probationary period.

(b) Participation in the Optional Group Life Insurance Plan is voluntary upon joining the Basic Group Life Insurance Plan subject to providing satisfactory evidence of insurability.

28.05 Dental Plan

All regular employees who are eligible under the terms of the mutually accepted Dental Plan will, as a condition of employment, participate in the plan from the first day of the month following satisfactory completion of the probationary period.

The University and the Union agree that the University will permit coordination of Dental Plan Benefits under the following conditions:

(a) Prior to January 1, 1994, all employees who qualified at that time for Dental Plan Benefits were offered a one-time opportunity to opt in or out of the Plan.

(b) At the time of enrollment employees will have the option of covering dependents. No further additions or deletions of dependents will be permitted without satisfactory proof of a change in family or dependent status.

(c) If employees choose to coordinate their University of Victoria Dental Plan coverage with another plan, they must advise the dentist performing the eligible services that claims must be coordinated to ensure that total benefits payable do not exceed one hundred per cent (100%) of the eligible expenses.

28.06 Premiums

All eligible employees will contribute twenty-five percent (25%) of the required total premiums for the Medical, Basic Group Life, and Dental Plans by payroll deduction.

28.07 Benefits for Temporary Employees

(a) Temporary employees appointed for a minimum of three (3) months on a regular weekly basis of half-time or more are eligible to apply for coverage under the Extended Health Benefits Plan (EHB) on the same cost sharing basis as regular employees.

(b) A payment in lieu of dental, group life and pension benefits will be made to Temporary employees in the following circumstances:

(i) Temporary employees appointed to positions of half-time or more for greater than seven (7) months, by mutual agreement of the parties under Article 1.03, will receive a monthly payment in lieu of dental, group life and pension benefits from the date of hire and will continue to receive the payment for the duration of the temporary appointment.

(ii) Temporary employees extended in appointed positions of half-time or more beyond seven (7) months, by mutual agreement of the parties under Article 1.03, will receive a retroactive payment in lieu of dental, group life and pension benefits for the initial seven (7) month period. Thereafter, they will continue to receive a monthly payment in lieu of these benefits for the duration of the temporary appointment.

(iii) This payment referred to above will be the percentage of the employee's base earnings which is equivalent to the University's average percentage contribution to the cost of dental, group life and pension plans calculated annually.

28.08 (a) For further information about the Staff Pension Plan and other Benefits described in this Article, reference should be made to the Benefits Information Handbook available from the Human Resources Department.

(b) Retiring employees should contact the Human Resources Department for information concerning benefit plans which may be available to them, at their own expense, directly from one (1) or more insurance carriers.

28.09 Retirement

The normal retirement date of an employee shall be the final working day of the month in which the employee reaches age sixty-five (65). The University may ask an employee to continue in employment after the employee's normal retirement date. The University must notify the Union of all such requests.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

Section A - Cooperation on Safety

29.01 The Union and the University recognize a joint responsibility for the maintenance of safety in work practices and in the working environment, and shall cooperate in the establishment and improvement of safety rules and practices including any training which might be necessary with respect to the safe operation of tools and equipment.

Section B - Occupational Health and Safety Committee

29.02 An Occupational Health and Safety Committee shall be established and be composed of a minimum of four (4) representatives appointed by the Union, and an equal number appointed by the University, including designates of the Associate Vice-President of Human Resources and the Executive Director of Facilities Management.. The Committee shall fulfill the requirements of an Accident Prevention Committee as required by the Workers' Compensation Board for the areas of employment of the members of the Union.

Section C - Meetings

29.03 The Occupational Health and Safety Committee shall meet on a regular monthly basis, and as requested by the Union or the University to deal with specific unsafe, hazardous, or dangerous conditions. The Committee shall be notified of each industrial accident or injury involving members of the Union and shall investigate and/or discuss the nature and cause of each such accident or injury as soon as possible after the occurrence. Copies of all minutes of Committee meetings or investigations shall be sent to the University, the Union, and the Workers' Compensation Board.

29.04 Employees shall suffer no loss of pay for time required to attend the Committee meetings.

Section D - Safety Measures

29.05 When employees are required to work in unusual conditions of danger, contamination or health hazard, they shall be provided with the special tools, equipment or clothing necessary for their protection as specified by the Occupational Health and Safety Committee. The Committee may also recommend training as appropriate.

29.06 An employee who believes her/his work situation is unsafe shall immediately notify the supervisor and her/his Shop Steward. The supervisor shall immediately inform the Director of Occupational Health and Safety and Human Resources. The employee may refuse to work in the situation until the safety problem has been corrected by the University, or until an investigation by representatives of the University and the Union or, failing which, by a WorkSafe Officer who has agreed to review the situation has determined that the situation is safe. Any investigation shall be initiated by Human Resources and conducted by an equal number of Union and University appointees to the Occupational Health and Safety Committee. If it is the unanimous opinion of the investigating Occupational Health and Safety Committee members that the work situation is safe, the employee shall be subject to discipline upon refusal to return to normal duties after having been so advised. An employee may be assigned alternate duties while the investigation is in progress.

Section E - Ergonomics

29.07 The parties agree to cooperate in developing an effective Ergonomics Program, which may include the following elements:

(a) Identification of ergonomics hazards and control and prevention methods.

(b) Early recognition and treatment of ergonomics related injuries.

(c) Return to work programs.

(d) Training and education of employees and their supervisors.

29.08 The Department Head shall provide affected employees with the opportunity for input prior to major equipment purchases or making significant changes to the structure or layout of the work place. The opportunity for input shall not unduly delay the necessary purchase.

ARTICLE 30 - TECHNOLOGICAL CHANGE

30.01 The University agrees to provide the Union with not less than three (3) months' notice in writing of its intention to introduce technological change which affects the terms and conditions or security of employment of employees covered by this Agreement.

30.02 The Union may within thirty (30) days of such notification request a meeting of the Labour Management Committee in accordance with Article 9 to discuss and resolve, if possible, all matters pertaining to the proposed change.

30.03 Should the introduction of such a change result in employees becoming redundant, the University agrees to provide opportunities for retraining or to make every effort to place employees in alternate positions, or to provide severance wages at the employee's regular rate of pay on the basis of one (1) week's wages per year of service to a maximum of twenty-six (26) weeks.

30.04 Except by mutual agreement or in an emergency, new probationary employees shall not be hired during the three (3) month period referred to in Article 30.01 above to fill any position for which the redundant employee could reasonably be expected to qualify.

ARTICLE 31 - JOB SECURITY

Section A - Contracting Out Of Bargaining Unit Work

31.01 The University will not contract out bargaining unit work, presently performed by members of the bargaining unit, which will result in the layoff or termination of any regular employee.

31.02 The University shall annually notify the Union of contracted-out services which are within the scope of the jobs performed in University service departments by regular members of the bargaining unit and provide the Union with the opportunity to present alternatives. The University shall meet quarterly with the Union to review contracting out decisions and shall review contracting in issues pursuant to the Letter of Agreement.

31.03 In the event of any position or positions being discontinued for any reason, the University undertakes to assure regular employees affected that all reasonable means will be employed to provide alternate employment within the University.

Section B - Organizational Change

31.04 (a) The University agrees to provide the Union with at least two (2) month's notice in writing of its intention to introduce an organizational change which affects the terms and conditions or security of employment of employees covered by this Agreement.

(b) The University will consult with the Union prior to implementing such an organizational change and will provide the Union with the opportunity to discuss alternatives to the change.

(c) Should the introduction of organizational change result in substantial changes in an employee's procedures or position and/or increased skills and abilities required, then the University will provide training and equipment as required.

(d) Should the introduction of organizational change result in the employee's position becoming redundant, the University will give notice of layoff under Article 17. The employee may, within five (5) working days of such notice, elect to accept severance wages at the employee's current regular rate of pay on the basis of one (1) week's wages per year of service for the first ten (10) years of service and two (2) weeks' wages per year of service thereafter, in which case the provisions of Article 25.13 and Article 17 do not apply.

ARTICLE 33 - EMPLOYEES WITH DISABILITIES

Section A – General

33.01 (a) Where an regular employee is unable to perform any or all the substantive duties and responsibilities of the employee's position due to disability, the University, in consultation with the Union, will make every reasonable accommodation up to the point of undue hardship to enable the employee to continue to perform the substantive duties and responsibilities of the employee's position. Prior to making a formal request for accommodation, the employee and manager may resolve the matter at the departmental level.

(b) It is the responsibility of the employee to establish in writing the need for accommodation and document the functional impacts of the disability.

(c) In order to accommodate the employee, the University will, within reason up to the point of undue hardship, make any necessary modifications to buildings, structures and/or equipment, purchase special equipment, alter job duties and procedures, and provide training and/or education to enable the employee with a disability to remain employed by the University.

(d) The employee seeking the accommodation will make every reasonable effort to cooperate in facilitating the accommodation.

(e) The Union will make every reasonable effort to accommodate up to the point of undue hardship.

(f) For the Return to Work Program see Article 23.14. In the event an employee is totally disabled, see Article 23.15.

Section B - Process

33.01 Where the employee has established the need for accommodation and is fit to work:

(a) The University in consultation with the Union and the employee will develop an accommodation plan.

(b) Every reasonable effort up to the point of undue hardship will be made to accommodate employees in their existing positions. Where the University is unable to accommodate an employee in their original position the University will advise the Union of this fact in writing.

(c) For regular employees: Only where it is not possible to accommodate an employee in their existing position will vacancies be considered, first within the unit or department and where that is not possible, other vacancies in the bargaining unit or other mutually agreeable alternatives.

(d) For regular employees: The University will make every effort, up to the point of undue hardship, to place the employee in a suitable alternate position, with the rights and benefits of the employee's previous position. However, where a position is found that is lower in salary ranking than the employee's current position, the rate of pay will be no less than ten percent (10%) below the rate of the position from which the employee is transferred (at the time of transfer), and will be paid at that level until the rate for the new position equals or exceeds that rate. In no case will the combined salary rate in the new position and any Workers' Compensation Board benefit be greater than the rate of the current position.

(e) The University will maintain wages, rights and benefits for regular employees until such time as the employee is placed in a position or put on the accommodation list.

Section C - Accommodation List for Regular Employees

33.02 (a) Where a suitable vacancy cannot be found within sixty (60) days of the University advising the Union in writing that the employee cannot be accommodated in their original position, the employee will be placed on the accommodation list. The University may assign duties as appropriate given the nature of the disability and/or provide training during the sixty (60) day period.

(b) An employee will be placed on the accommodation list until an accommodation is found or until such time as it has been determined whether the employee qualifies for disability benefits through the Canada Pension Plan. Employees on the accommodation list will continue to accrue seniority and be entitled to representation and grievance rights. An employee on the accommodation list will continue on all benefits provided the employee contributes the employee share of the premium costs.

(c) An employee on the accommodation list may opt to terminate their employment with the University and receive severance pay as per Article 17.11.

Section D - Joint Committee

33.03 The parties agree to a joint labour/management committee to consult extensively and make recommendations to the University regarding the development and maintenance of a consistent process which enables employees with disabilities to maintain their employment at the University.

ARTICLE 34 - TRADESWORKERS' TOOLS

34.01 Where the provision of tools by tradesworkers is a job requirement, the University shall undertake to insure such tools against loss by fire or burglary, when said tools are stored on University premises. It is understood that an employee will not submit a claim to the University if she/he intends to claim under her/his private insurance carrier.

34.02 In addition, the University shall undertake to provide for the replacement of tools which are rendered unserviceable due to normal wear and tear associated with use in the performance of duties required by the University.

ARTICLE 35 - EMPLOYMENT EQUITY

35.01 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 the selection, hiring, training and promotion of women, aboriginal peoples, persons with disabilities and visible minorities. In addition, the Parties agree to cooperate in the identification and implementation of steps to improve the opportunities, employment status and participation rates of these designated groups. It is understood that none of these actions will be at variance with the Collective Agreement unless mutually agreed upon between the Parties.

ARTICLE 38 - TERM OF AGREEMENT

38.01 This Agreement shall be binding and remain in full force and effect from the first day of April, 2019, to the thirty-first day of March, 2022. This Agreement shall continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statute of the Province of British Columbia.

38.02 All provisions of this Agreement are subject to applicable laws, proclamations and regulations. If any law, proclamation or regulation subsequently invalidates or disallows any provision(s) of this Agreement, all other provisions shall remain in effect but the invalid or disallowed provision(s) shall be re-negotiated if required.

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 hereunto 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 THE UNIVERSITY OF VICTORIA EMPLOYEES' ASSOCIATION LOCAL 917 was hereunto affixed in the presence of:

Byron Spiers
President, CUPE Local 917

APPENDIX 'A'
University Centre Auditorium

September 1, 2013

The following articles outline the variances in the Collective Agreement with respect to the Auditorium Staff employees only. All other sections of articles in the Collective Agreement apply unless there is a variance specified below.

Article 1

Article 1.04 (b) – Does not apply.

When regularly scheduled hours increase over twelve (12) months the University and the Union shall meet to determine if an adjustment to the appointment status is necessary and, if so, to make the appropriate adjustment.

Article 16

Article 16.06 (a) – Does not apply.

Except as mutually agreed between the parties and as set out in Article 15.02 (b), the first 200 hours worked as either a temporary and/or regular employee will be a probationary period.

Article 18

Articles 18.01, 18.02, 18.04 and 18.05 – Do not apply.

Hours of work and work schedules will depend on the operational and scheduling requirements of the Auditorium. Employees shall be notified of their hours and days of work at least seven (7) days in advance.

For appointed employees, the total hours worked by an employee over the course of a calendar year will, as a minimum, average out to the applicable FTE appointment for that employee. Any necessary adjustments will be made by January 30 of the following year.

The minimum hours of work in a shift for employees (with the exception of student employees who work casual hours as defined in Article 1.05) will be four (4) hours in a day.

Shifts may be split. An employee who works beyond 7.5 hours in one day due to a requirement by management to work a split shift (e.g., a break between shifts of more than two (2) hours) shall receive one hour additional pay.

Article 18.03 – Does not apply.

Employees who work five (5) consecutive hours without a meal break and are required to work without a meal break shall receive an additional one-half (1/2) of their straight time hourly rate for all time worked beyond the fifth (5th) consecutive hour until their meal break.

Article 18.07 – Does apply.

Auditorium employees shall not receive any weekend differential.

Article 19

Article 19.01 – Does not apply.

Overtime is defined as time worked in excess of 7.5 hours per day or 37.5 hours per week (Monday to Sunday inclusive).

At a minimum, hours worked in excess of 7.5 hours per day or 37.5 hours per week will be compensated at one and a half (1½) times the employee's straight time hourly rate. Additional premiums will apply as follows:

(a) After Ten hours: Pay for the tenth (10th) and subsequent hours worked shall be paid at two (2) times the employee's straight time hourly rate.

(b) After Midnight: For any hours worked between midnight and 8:00 am, employees shall be paid another one-half (½) of their straight time hourly rate on top of the rate they are earning at the time.

(c) Seventh consecutive day: All hours an employee is required to work on any seventh (7th) consecutive day will be paid at two (2) times the employee's straight time hourly rate regardless of what day of the week that seventh consecutive day of work falls on.

Under any circumstance the maximum rate is two-and-a-half (2½) times the employee's regular hourly rate.

Eligibility for statutory holidays is determined in accordance with the Employment Standards Act. An eligible employee who is required to work on a holiday as defined in article 21.01 will be paid at three (3) times the employee's straight time hourly rate for the first twelve (12) hours worked and three-and-a-half (3½) times the employee's straight time hourly rate for any work over 12 hours.

Employees who are provided the opportunity to self-schedule and, as a result of this self-scheduling, work more than one shift for front of house or call for production and work beyond 7.5 hours a day or 37.5 hours a week shall not receive overtime for such work.

Article 19.04 and 19.05 – Do not apply.

Scheduled employees may be required to work overtime in order to meet the operational requirements of the Auditorium. Overtime will be scheduled in advance wherever possible, and as operationally necessary.

Article 19.06 – Does not apply.

Article 19.07 – Does not apply.

The University will provide food for staff when client requirements and operational needs dictate that the timing and scheduling of meal breaks will be uncertain.

Article 19.08 – Does not apply.

Employees who are affected by work schedule changes with less than 24 hours' notice where the work day starts more than one hour earlier than the original start time shall be paid at double time for those additional hours.

Employees who are affected by work schedule changes with less than 24 hours' notice where the work day starts more than one hour later than the original start time shall be paid at their regular hourly rate from the time they were originally scheduled to commence work. Any unworked hours will not be included for the purpose of calculating overtime.

Employees whose shift is cancelled with less than 24 hours' notice shall be paid at their regular hourly rate for the hours they were originally scheduled to work.

Student Employment Programs

Where for employment equity or work experience program purposes the University intends to establish a position within the scope of the bargaining unit, there must be mutual agreement regarding the creation and terms of the assignment including rates of pay before it can proceed. Student Employment will be classified as a casual assignment under the terms of this agreement. The Union will not unreasonably withhold agreement to the appointment of Student Employment positions.

Student Employment positions will be in addition to the Auditorium's existing positions. In no case will such hiring's result in the termination, layoff, or reduction of hours of an employee. Such hiring's are time limited and/or subject to the availability of specific grant funding.

Letter of Understanding # 1

Re: University Centre Auditorium Bargaining Unit Work

To confirm prior discussions and common understanding of the parties that the past practice with respect to the Auditorium Director, Administrator and Technical Director performing work that falls within the scope of the bargaining unit will continue, but that such will not result in a reduction in the amount of work that is performed by members of the bargaining unit.

(Original signed by Rob Park and Peter Sanderson – March 19, 2002)

Byron Spiers
President, CUPE Local 917

Eric Mayes
Manager, Employee Relations

APPENDIX 'B'

PAY EQUITY PLAN

Original LOU #21 - January 30, 2000
Revised - April 10, 2002
Resigned 2006

DEVELOPMENT

The University and the Union agreed to negotiate a Pay Equity Plan ("the Plan") within ninety (90) days following the date of ratification of the 1999-2002 Collective Agreement. The resultant Pay Equity Plan was based on the following principles and objectives:

1. The parties agree to the principles and concept of pay equity and will endeavour to attain pay equity through wage adjustments in accordance with guidelines.

2. The Pay Equity Plan will address historical gender wage gap issues based on comparators within CUPE Local 917.

3. There will be no reduction of pay rates as a result of implementation of this Plan.

4. All pay equity funds resulting from the development of the Plan that are received from government will be used for wage adjustments targeted to achieve pay equity.

5. The parties agree that the Pay Equity Plan shall be fully government funded and maintained for both GPOF and non-GPOF employees, retroactive to April 1, 1995.

6. The Plan is to be fully implemented by March 31, 2003, contingent upon full funding by government.

7. The University and the Union will develop a maintenance procedure for the Plan.

8. If the parties are unable to agree to terms of implementation of the Plan within this ninety (90) day period, either party will have the right to refer outstanding issues to Stephen Kelleher, as mediator/arbitrator, for binding resolution.

9. The completed Pay Equity Plan shall not prejudice either party's position on the 35-hour work week, now or at any time in the future.

10. The parties agree that the total funding required from government to complete pay equity shall be up to the maximum stipulated in the Accord.

MAINTENANCE

Further to the above the parties agree to the following pay equity maintenance plan:

1. The parties agree to implement the Joint Job Evaluation Plan (the Plan) dated January 16, 2001 to apply to the classifications in Housing, Food and Conference Services identified in the attached.

APPENDIX 'B'
Pay Equity (continued)

Schedule B as well as the Houseworker, Senior Houseworker and Lifeguard classifications in Schedule A.

2. The Plan consists of the following:

- the modified gender neutral point factor CUPE plan adopted by the parties (11 factors with definition and raters notes)
- the benchmark questionnaires and classification descriptions
- the rating sheets maintained by the joint job evaluation committee;
- the appeal request procedure and joint job evaluation committee appeal decision;
- the final ratings as recommended by the joint job evaluation committee and agreed to by the parties.

3. A joint job evaluation committee (the Committee) will be established consisting of three representatives from the Union and three representatives from the University, with responsibility for maintenance of the Plan. The Committee will be responsible for:

   i. establishing meeting schedules, procedures, and for reporting periodically to the parties;
   ii. completing job evaluations of new classifications in Housing, Food and Conference Services in accordance with paragraph 7 below;
   iii. conducting an audit (evaluation of each position covered by the Plan) of the Plan no later than March 31, 2004, and providing recommendations to the parties (note: the Houseworker classification to be audited by end of August 2001);
   iv. monitoring the effectiveness of the Plan following implementation and making recommendations to the parties for improvement;
   v. meeting within seven working days at the request of either party.

4. The Plan may be revised from time to time on the recommendation of the Committee and by mutual agreement of the parties.

5. The parties undertake to maintain the pay relationships established between male benchmark classifications within CUPE 917 and the classifications covered by the Plan, in accordance with the Public Sector Pay Equity Guidelines.

6. Article 27 (Job Descriptions and New Classifications)

   (a) The administration of Article 27 will remain in full force and effect with the qualifications below. Positions covered under the Plan will be classified and/or reclassified according to the procedures set out in Article 27.04.

(b) The Committee will, as soon as reasonably possible following implementation of the Plan, revise all classification descriptions rated under the Plan, taking account of the employee questionnaires and the managers' comments received during the rating process, and, ultimately, the project Committee's rating decision. The revisions are intended to reflect the minor changes to update the descriptions, consistent with the classification description format. The revisions must be approved by the University and agreed to by the Parties. There will be no reclassifications initiated as a result of the revised classification descriptions.

7. When the University creates any new classifications within the Housing, Food and Conferences Services Department, within thirty (30) days, the Committee will evaluate the classification by using the Plan. The University may establish an interim pay rate during this period, and will provide any appropriate retroactive adjustments following the evaluation process. The Committee will forward its rating recommendation to the parties for approval.

   If the recommended rating is higher than the interim rating, the University will adjust the pay rate to the higher pay rate retroactive to the date of hire in the position on the first available payroll.

   If the recommended rating is lower than the interim rating, the University will adjust the pay rate to the lower pay rate on the first available payroll (with no retroactive adjustment).

8. If a new job rating is determined that does not fall within a pay group with an established rate, the parties will meet under Article 9 to negotiate a rate that is appropriate to the structure of Schedule B.

9. Any dispute arising from the joint job evaluation process will be referred to Article 9 and may be ultimately resolved by arbitration under Article 12.

   The parties agree that the Lifeguard classification in the Athletics and Recreation Services department is a historically female classification, and as such, should be included in the Pay Equity Plan for pay equity purposes although it has not been rated under the Joint Job Evaluation Plan.

   The rate of pay for Lifeguards will be recommended to be increased by the average increase to the female jobs in Housing, Food and Conference Services (20%), subject to government funding. The parties also agree that there is no intent to change the historical practice of hiring students in casual Lifeguard positions as a consequence of increasing the rate of pay for Lifeguards.

   The parties further agree that upon implementation of this agreement, that pay equity has been achieved for CUPE Local 917.

Steve Gorham
Director, Labour Relations
University of Victoria

Byron Spiers
President, CUPE 917

APPENDIX 'C'

Pension Plan

The parties agree to recommend the following to their respective principals in full and final settlement of all outstanding disputes and grievances related to the pension plan and the LTD plan, including Braidwood hearing and all Laing grievances (LTD, SRB, pension, etc.)

Effective no later than October 1, 2011

1. Joint Trusteeship

The parties agree to not pursue joint trusteeship. All references to the Joint Trust will be removed from the collective agreement.

2. Contributions

	Employee	**Employer**
Consistent margins valuation basis	4.84 (blended)	12.0*

*Note – precise rate to be confirmed as per final valuation

3. Operation of the pension plan

a) If a future valuation requires contribution changes (up or down) as a result of normal coast changes, then the increase or decrease will be shared on a one-for- one basis between the university and plan members.

b) In the event that there is sufficient surplus in the plan and the university decides to take a contribution holiday, the parties will negotiate one-time benefit improvements and/or a contribution holiday for plan members. For every one dollar ($1.00) in contribution holiday for the university, one dollar ($1.00) will be spent on one-time benefit improvement and/or an employee contribution holiday for plan members.

c) The employee blended contribution rate will be no less that 4.84% and the university contribution rate will be no less than ten point five percent (10.5%) except at the time when the plan has excess surplus as defined by Canada Revenue Agency (CRA).

d) In the event there is excess surplus in the plan as defined by the CRA, and the university decides to take a contribution holiday, the parties will negotiate one-time benefit improvements and/or contribution holiday for plan members. For every one dollar ($1.00) of contribution holiday for the university, one dollar ($1.00) will be spent on one-time benefit improvement and/or an employee contribution holiday plan for members. No excess surplus valuation will be filed. Should the parties be unable to reach agreement on benefit improvement, the members' share of excess surplus will be applied as a prospective accrual formula improvement. Article 28.02 (c) will be deleted from both Collective Agreements

APPENDIX 'C'
Pension Plan (continued)

e) The University will be entitled to reasonable compensation for administrative services of the plan.

f) The supplemental retirement benefit arrangement will be included as part of the plan assets for valuation purposes.

4. Solvency and Special Payments

a) The parties agree to pursue exemption from solvency legislation for the UVic staff pension plan from the Province of British Columbia.

b) Should the university be require to make contributions as a result of solvency and/or going concern deficiency, the university will contribute one hundred percent (100%) of the cost and the university will then, notwithstanding 3 (b) and 3 (d) above, be entitled to one hundred percent (100%) of future surplus until the amount contributed is fully recovered.

This letter shall form part of and be enforceable under the CUPE Locals 917 and 951 Collective Agreements with the university. Any conflict between this letter and the Collective Agreements, this language prevails.

Signed on this 7th day of January, 2016

Kristi Simpson
AVP, Financial Planning and Operations

Kara White
President, CUPE Local 951

Kane Kilbey
AVP, Human Resources

Byron Spiers
President, CUPE Local 917

Steve Gorham
Director, Labour Relations & HR Consulting

Loree Wilcox
CUPE National Representative

Letter of Understanding - #1

APPRENTICESHIPS

April 3, 2002

The University and the Union agree that the terms and conditions of employment during the period of their indenture to the University shall be those specified in the Collective Agreement for Regular employees with the following exceptions:

1. There shall normally be no commitment of employment with the University beyond the period of indenture.

2. An apprentice shall accumulate seniority as an apprentice, which will only have full effect if employment continues beyond the expiry of the indenture and becomes Regular at that time; or, the apprentice is a Regular employee at the time of indenture.

3. An apprentice shall be entitled to participate in the University's benefit plans on a voluntary basis according to normal eligibility rules.

Letter of Understanding - #2

EMPLOYEE ASSISTANCE

February 13, 2002

The University and the Union agree that whenever possible they will cooperate in employing existing Counselling, Health, and other appropriate services at the University to provide professional assessment and referral for troubled employees. It is understood that assistance will be limited to available resources and will not result in increased cost to the University.

Letter of Understanding - #3

EMPLOYMENT INSURANCE PREMIUM REDUCTIONS

January 22, 2003

The Union in recognition of the personnel benefits provided under Article 28 agrees that the University retain the 5/12 portion of the E.I. premium reduction referred to in the E.I. Act and Regulations.

The University agrees to report annually on the E.I. premium reduction benefit and cost of personnel benefits pursuant to Article 28.

Letter of Understanding - #4

Re: FACILITIES MANAGEMENT - CALL OUT PAY PROCEDURES
(In accordance with the provisions of Article 19.07)

May 5, 2003

The University and the Union agree that where an employee is called at home to effect some work and such call causes him real inconvenience (i.e. a call at home at 4:00 a.m. which wakes him up and requires he in turn call other staff out to work), he will receive the relevant call out pay in Article 19. When the employee is called at home to effect some work and such call does not cause him real inconvenience (i.e. a call at 10:00 a.m. on a weekend to an employee on the call list which requires a small amount of his time to deal with over the phone), he will not be eligible for call out pay.

Management will endeavour to keep such calls to a minimum; however, in recognition of the fact that there are a variety of calls that can occur, the parties agree that the discretion lies with the relevant manager (or designate) as to whether call out pay applies and that the relevant manager will act reasonably in exercising this discretion.

Letter of Agreement - #5

FILLING OF SECURITY OFFICER POSITIONS

February 13, 2002

Where the University elects to establish a list of selected candidates for Security Officer positions that exceed the number of regular vacancies available at the time of posting, the University will, after filling the existing vacancies fill future Security Officer vacancies from the list of selected candidates for a period of up to two (2) years without having to initiate a subsequent posting. Where such a list is established the vacancies which occur after the initial posting shall, subject to final reference and criminal records checks, be filled by first offering these positions to:

(a) internal applicants selected to the list, in seniority order and then;

(b) external candidates selected to the list.

Letter of Understanding - #6

FOOD SERVICES DEPARTMENT

ANTICIPATED LAYOFF AND RECALL PROCEDURES
(In accordance with the provisions of Article 17)

May 5, 2003

Employees who are to be laid off (including a reduction of hours) for a period anticipated at the time of appointment (e.g. Christmas, study breaks, summer period) shall receive one (1) week notice of layoff, where intermittent recalls are anticipated, unless the layoff date is specified at the time of recall.

It is understood that employees whose appointed hours are part-time cannot displace an employee whose appointed hours are full-time.

The University commits for the term of the Collective Agreement that the two senior full-time employees who would otherwise be laid off or have their hours reduced and who so desire, and are capable after a familiarization period during the winter, will be continued on as if they were in regular full-time positions through the summer.

The two employees will be selected from qualified applicants through a posting put up within thirty (30) days after ratification of the Collective Agreement. The parties recognize that in order to operationally effect this full-time work the selected employees may be required to perform any and all work at or below their current classification, on any shift, in any work. They will be paid the applicable rate in the Collective Agreement for each position they perform.

Where the Department requires staff for a limited time during an anticipated layoff period, the following procedures shall apply:

1. The senior regular employee in the appropriate job classification will be offered the opportunity to work first.
2. If the senior employee declines the opportunity, the Department will offer the opportunity to each successively less senior regular employee within the job classification.
3. If these employees decline, the Department will attempt to schedule a qualified regular or temporary employee from a list of those indicating a commitment to recall from layoff.
4. If the Department is unable to meet operational requirements after exhausting Items 1 through 3, the most junior available qualified employee shall be required to work, and may be disciplined for a refusal that is not due to illness, injury or other legitimate reasons.

Employees will inform by the 25th of each month as to their availability for recall for the following month. Failing to do so will result in them not being called for work in that month. The Department will make a reasonable effort to contact each employee who has indicated on the appropriate form their interest in alternate employment or recall. This will normally include at least one phone call, subject to the urgency of staffing requirements.

Employees should be aware that failure to be available for, or to accept work may jeopardize Employment Insurance entitlement.

For the purposes of this Letter of Understanding, the General Worker II classification and General Worker Heavy classification shall be treated as one classification.

Letter of Understanding #7

CONTRACTING REVIEW

With regard to the reference in Article 31.02 to the establishment of quarterly meetings between the Union and the University to review contracting out decisions, the parties agree that for the duration of this collective agreement these meetings should be held by the 15th day in each of the following months: March, May, August and October. At least one week prior to the meeting the Union shall be provided with information regarding the scope of the projects or services being contracted out. The Union will then inform the Employer in a timely manner of the information and the related departments they wish to meet about and the meeting will be attended by a University representative who is part of the decision making process for contracting decisions.

Letter of Understanding - #8

PERSONNEL BENEFITS COMMITTEE

January 22, 2003

Pursuant to Article 28 of the parties' respective Collective Agreements, the parties agree that this letter clarifies the terms of reference of the existing Personnel Benefits Committee as defined in Article 28.01(i.e. to review, discuss and make recommendations on matters of mutual interest concerning the benefits under the Staff Pension Plan, the Group Life Insurance Plan, the Medical Insurance Plan and the Dental Plan).

Membership will remain consistent with the current provisions of Article 28.01.

Mandate: For the purposes of the Group Life Insurance Plan, the Medical Insurance Plan and the Dental Plan the Committee mandate will be:

(a) to act as a liaison between CUPE Local 917, CUPE Local 951, the University (and the Exempt group) on health and welfare benefits;
(b) to examine and make recommendations with respect to innovations and economies of scale that will result in cost savings while maintaining or enhancing existing coverage;
(c) to be consulted prior to any rate adjustment;
(d) to be consulted with respect to a decision to take a benefit plan(s) to tender;
(e) to be consulted on the choice of plan carrier.

For the purposes of timely implementation of this LOA, the committee will meet within sixty (60) days of ratification of the Collective Agreements and will determine a suitable schedule to meet its mandate in the first year, particularly with respect to (a), (b) and (c) above. Thereafter, the Committee will meet quarterly, or as required on seven (7) days' notice by any of the parties.

Letter of Understanding - #9

SICK LEAVE USAGE

February 13, 2002

The University agrees to share information regarding sick leave usage with the Union.

The parties agree to monitor sick leave usage and to undertake, through labour-management, an education process regarding sick leave.

The education process must be jointly agreed to before implementation.

Letter of Understanding - #10

TEMPORARY EMPLOYEES

June 26, 2002

Temporary employees who have held two (2) temporary appointments of six (6) or more months each in the same classification and department in the preceding two (2) years, may apply to their Department Head to be advised within the next twelve (12) months if a position in their classification and department is posted.

Letter of Understanding - #11

EXPEDITED DISPUTE RESOLUTION PROCESS

The parties agree the following dispute resolution process shall apply to differences relating to cases involving accommodations and return-to-work.

1. Chris Sullivan will be appointed, except where he is not available in 1 week, the parties agree that Judi Korbin will be appointed and if she is not available in 1 week, Chris Sullivan will be appointed. If any of the above retires or is not available for appointments the parties will agree on another name.

2. The dispute resolution process will take place in Victoria, unless otherwise agreed to by the parties. The hearing may be convened by teleconference.

3. The process is intended to be non-legal. No lawyers will be used by either party. The parties are limited to 2 persons each plus the National Union Representative if necessary.

4. All presentations will be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

5. Prior to rendering a decision the arbitrator may assist in mediating a resolution to the issue. Where mediation fails or is not appropriate the arbitrator may, in her or his discretion, make recommendations to resolve the dispute or issue a final and binding determination, in a manner consistent with the applicable law in force at that time.

6. The decision or recommendations will be given to the parties within 3 working days of the hearing/teleconference.

7. All decisions/recommendations of the arbitrators will be limited in application to that particular dispute and are without prejudice. These decisions/recommendations will have no precedential value and will not be referred to by either party in any subsequent proceeding except that the parties may refer to this process and its outcomes in any process that may arise related to the matter.

8. All settlements of proposed cases made prior to hearing will be without prejudice.

9. The parties will equally share the costs of the fees and expenses of the arbitrator.

10. Where mutually agreed by the parties, other complaints and grievances may be referred to this expedited dispute resolution process.

Letter of Understanding # 12

CUPE SUPPLEMENTAL FUND

Effective the signing date of this agreement, and subject to similar agreement with CUPE Local 951, the parties agree to create a Supplemental Fund for CUPE 917 and 951 members.

The University will allocate six thousand dollars ($6,000) each year (pro-rated in 2015/16) to a joint union administrator identified by CUPE 917 and 951 who will distribute the fund according to the decisions of a committee established by each of CUPE 917 and CUPE 951. The committee will make decisions with respect to allocations of the fund to applicants.

The joint union administrator will make available, annually, in a statement acceptable to the University's auditors indicating how these funds are distributed and the University will note these distributions on annual T4's.

Letter of Understanding #13

MARKET ADJUSTMENT POSITIONS

March 26, 2020

The parties will establish a joint Labour Market Adjustment Committee of two (2) CUPE, Local 917 members and two (2) UVic members to jointly identify and recommend positions which may qualify for a Labour Market Adjustment based on the following principles:

(a) rationale linked to competitive labour market factors;

(b) inability to attract and/or retain individuals who meet the requirements of such positions; and

(c) service improvement to students.

The total amount of funding over 3 years is $63,000 in year 1, $49,000 in year 2, and $51,000 in year 3, for wages and associated wage-impacted benefits. It will apply for the term of the collective agreement and be supported through Service Improvement Allocation funding. The actual positions allocated market adjustments, and the size of the adjustments themselves will be in line with operational needs and prevailing labour market forces, but will remain consistent with the approval for funding and the above principles.

Funding is available from Service Improvement Allocation. 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 that supports Service Improvement.

Letter of Understanding #14

EMPLOYEE WELLNESS, INNOVATION & TRAINING

March 26, 2020

UVic and CUPE Local 971 commit to fund employee wellness programs, innovation and education and training initiatives. Healthy employees are able to better engage, and support students and innovation and training will assist in improving service delivery throughout the campus. The goal of these programs is to provide programs, education and training that will build employee capacity, skills and knowledge, which will improve service delivery of the University.

The parties will establish a joint committee with two (2) UVic and two (2) CUPE, Local 917 representatives, who will make recommendations to the University on goals and priorities to support wellness, innovation and training of staff and services. It is understood that the amounts reflected below will be used to provide staffing and resourcing, programs, delivery and materials to improve service delivery for students and stakeholders. The total amount of funding available is $15,000 in each year two and year three.

This agreement takes effect on April 1, 2019. On March 31, 2022 the parties will review service delivery improvements to ensure goals and priorities are being met.

Funding is available from Service Improvement Allocation. 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 that supports Service Improvement.

Letter of Understanding #15

ARTICLE 27 REVIEW

March 26, 2020

In recognition that the parties have been unable to reach consensus on changes proposed by the University to Article 27 due to the urgent need to turn attention to the COVID-19 crisis, the parties are agreed to renew discussions 3 months after the crisis has passed. The union may engage the assistance of the National Representative. Should the parties be unable to reach consensus within a further 6 months, the matter will be referred to Chris Sullivan who will attempt to mediate an agreement. Should the parties remain unable to reach consensus, Mr. Sullivan will present non-binding recommendations which the parties will consider fully and in good faith.

CUPE Local 917
Salary Schedule 'A'
Effective April 1, 2019

Group	Classification	Step 1 Monthly	Step 2 Monthly	Step 1 Hourly	Step 1 Double time	Step 2 Hourly	Step 2 Double Time
1	Houseworker			13.37	26.74		
2	Senior Houseworker			14.48	28.96		
3	Facility Equip.Room Attendant I (Student) Auditorium Front of House Staff			14.11	28.22	14.26	28.52
4	Lifeguard (Student) Climbing Wall Monitor			16.90	33.80		
5	Parking Attendant	2871	2909	17.62	35.24	17.85	35.70
5d	Supervisor, Front of House Services	2937	2969	18.01	36.02	18.21	36.42
6	Laundry/Fabric Worker	3119	3162	19.14	38.28	19.40	38.80
7	Service Worker I Labourer Facility Equip.Room Attendant II Facility Assistant	3311	3352	20.31	40.62	20.56	41.12
8	Service Worker II Window Washer Auditorium Production Trainee	3384	3424	20.77	41.54	21.01	42.02
10	Groundsworker I Utility Driver Parking Compliance Officer	3459	3502	21.22	42.44	21.48	42.96
11	Facility Attendant I	3566	3610	21.88	43.76	22.15	44.30
12	Groundsworker II Collection Worker I	3783	3832	23.21	46.42	23.51	47.02
13	Security Officer (without First Aid) Maintenance Worker Art Collection Technician	3810	3853	23.37	46.74	23.64	47.28
14	Equipment Operator Facility Attendant II Collection Worker II	3991	4041	24.49	48.98	24.79	49.58
15	Security Officer (with First Aid) Transfer Station Operator Irrigation Technician	4043	4092	24.81	49.62	25.10	50.20
15b	Auditorium Production Staff	4140	4193	25.40	50.80	25.72	51.44
15e	Supervisor, Custodial Services	4190	4240	25.70	51.40	26.01	52.02
16a	Grounds Lead Hand	4270	4323	26.19	52.38	26.52	53.04
16b	Grounds Supervisor	4568	4626	28.02	56.04	28.38	56.76
17	Painter Plasterer/Bricklayer Carpenter	4838	4900	29.68	59.36	30.06	60.12
18	Mechanical Tradesworker Plumber Instrumentation Controls Technician Carpenter/Locksmith Carpenter/Engraver Electrician Painter/Signmaker	5051	5116	30.99	61.98	31.39	62.78
19	Trades Shop Lead Hand	5403	5475	33.15	66.30	33.59	67.18
20	Trades Shop Supervisor	5783	5858	35.49	70.98	35.94	71.88

- Step 1 is for casual and temporary employees who do not participate in the Staff Pension Plan.
- Step 2 is for regular employees who participate in the Staff Pension Plan.
- Rates of pay for Section Heads, other than those defined in the salary schedule, will be thirteen percent (13%) above the highest rate supervised.
- Rate of pay for Auditorium supervisors will be thirteen percent (13%) above the highest rate supervised.
- A premium of 4.5% of the Painter basic hourly rate will be paid to Painters in a paint spray booth. A premium of 4.5% of the Groundsworker II basic hourly rate will be paid to employees spraying pesticides.
- Shift differential for time worked are 4.5% of basic hourly rate for afternoons and 8.4% of basic hourly rate for nights.
- Service Workers working afternoon shifts which extend beyond 12:00 midnight shall receive the hourly differential for night shifts for the actual hours worked after 12:00 midnight.

- Service Workers working day shifts which commence before 6:00 am shall receive the night shift hourly differential for the actual hours worked before 6:00 a.m.

CUPE Local 917
Salary Schedule 'B'
Effective April 1, 2019

Group	Classification	Step 1 $ Hourly	Step 1 $ Double Time	Step 2 $ Hourly	Step 2 $ Double time
3	**General Worker I (Student)**	14.11	28.22	14.26	28.52
8	**General Worker II**	20.77	41.54	21.04	42.08
	General Worker Heavy I				
9	**Cashier**	20.93	41.86	21.19	42.38
	Cook I				
	General Worker Heavy II				
	Food Srv Attendt/Booster Juice				
11	**Cook II**	21.85	43.70	22.15	44.30
12	**Bartender I**	22.31	44.62	22.59	45.18
	Food Service Supervisor I				
	Cook III				
	Storekeeper - Foods				
13	**Art Collection Technician**	23.36	46.72	23.64	47.28
14	**Food Services Supervisor II**	23.53	47.06	23.84	47.68
15	**Cook IV**	23.85	47.70	24.14	48.28
16	**Lead Cook**	28.71	57.42	29.07	58.14

General Worker Heavy differential when operating a light vehicle in support of Typical Duty #4 is sixty cents ($0.60) per hour.

CUPE Local 917
Salary Schedule 'A'
Effective April 1, 2020

		Step 1	Step 2	Step 1	Step 1	Step 2	Step 2
Group	**Classification**	**Monthly**	**Monthly**	**Hourly**	**Double time**	**Hourly**	**Double Time**
1	**Houseworker**			14.13	28.26		
2	**Senior Houseworker**			14.77	29.54		
3	**Facility Equip.Room Attendant I (Student)** **Auditorium Front of House Staff**			14.39	28.78	14.55	29.10
4	**Lifeguard (Student)** **Climbing Wall Monitor**			17.24	34.48		
5	**Parking Attendant**	2928	2967	17.97	35.94	18.21	36.42
5d	**Supervisor, Front of House Services**	2996	3028	18.37	36.74	18.57	37.14
6	**Laundry/Fabric Worker**	3181	3225	19.52	39.04	19.79	39.58
7	**Service Worker I** **Labourer** **Facility Equip.Room Attendant II** **Facility Assistant**	3377	3419	20.72	41.44	20.97	41.94
8	**Service Worker II** **Window Washer** **Auditorium Production Trainee**	3452	3492	21.19	42.38	21.43	42.86
10	**Groundsworker I** **Utility Driver** **Parking Compliance Officer**	3528	3572	21.64	43.28	21.91	43.82
11	**Facility Attendant I**	3637	3682	22.32	44.64	22.59	45.18
12	**Groundsworker II** **Collection Worker I**	3859	3909	23.67	47.34	23.98	47.96
13	**Security Officer (without First Aid)** **Maintenance Worker** **Art Collection Technician**	3886	3930	23.84	47.68	24.11	48.22
14	**Equipment Operator** **Facility Attendant II** **Collection Worker II**	4071	4122	24.98	49.96	25.29	50.58
15	**Security Officer (with First Aid)** **Transfer Station Operator** **Irrigation Technician**	4124	4174	25.31	50.62	25.60	51.20
15b	**Auditorium Production Staff**	4223	4277	25.91	51.82	26.23	52.46
15e	**Supervisor, Custodial Services**	4274	4325	26.21	52.42	26.53	53.06
16a	**Grounds Lead Hand**	4355	4409	26.71	53.42	27.05	54.10
16b	**Grounds Supervisor**	4659	4719	28.58	57.16	28.95	57.90
17	**Painter** **Plasterer/Bricklayer** **Carpenter**	4935	4998	30.27	60.54	30.66	61.32
18	**Mechanical Tradesworker** **Plumber** **Instrumentation Controls Technician** **Carpenter/Locksmith** **Carpenter/Engraver** **Electrician** **Painter/Signmaker**	5152	5218	31.61	63.22	32.02	64.04
19	**Trades Shop Lead Hand**	5511	5585	33.81	67.62	34.26	68.52
20	**Trades Shop Supervisor**	5899	5975	36.20	72.40	36.66	73.32

- Step 1 is for casual and temporary employees who do not participate in the Staff Pension Plan.
- Step 2 is for regular employees who participate in the Staff Pension Plan.
- Rates of pay for Section Heads, other than those defined in the salary schedule, will be thirteen percent (13%) above the highest rate supervised.
- Rate of pay for Auditorium supervisors will be thirteen percent (13%) above the highest rate supervised.
- A premium of 4.5% of the Painter basic hourly rate will be paid to Painters in a paint spray booth. A premium of 4.5% of the Groundsworker II basic hourly rate will be paid to employees spraying pesticides.
- Shift differential for time worked are 4.5% of basic hourly rate for afternoons and 8.4% of basic hourly rate for nights.
- Service Workers working afternoon shifts which extend beyond 12:00 midnight shall receive the hourly differential for night shifts for the actual hours worked after 12:00 midnight.
- Service Workers working day shifts which commence before 6:00 am shall receive the night shift hourly differential for the actual hours worked before 6:00 a.m.

CUPE Local 917
Salary Schedule 'B'
Effective April 1, 2020

Group	Classification	Step 1 $ Hourly	Step 1 $ Double Time	Step 2 $ Hourly	Step 2 $ Double time
3	**General Worker I (Student)**	14.39	28.78	14.55	29.10
8	**General Worker II**	21.19	42.38	21.46	42.92
	General Worker Heavy I				
9	**Cashier**	21.35	42.70	21.61	43.22
	Cook I				
	General Worker Heavy II				
	Food Srv Attendt/Booster Juice				
11	**Cook II**	22.29	44.58	22.59	45.18
12	**Bartender I**	22.76	45.52	23.04	46.08
	Food Service Supervisor I				
	Cook III				
	Storekeeper - Foods				
13	**Art Collection Technician**	23.83	47.66	24.11	48.22
14	**Food Services Supervisor II**	24.00	48.00	24.32	48.64
15	**Cook IV**	24.33	48.66	24.62	49.24
16	**Lead Cook**	29.28	58.56	29.65	59.30

General Worker Heavy differential when operating a light vehicle in support of Typical Duty #4 is sixty cents ($0.60) per hour.

CUPE Local 917
Salary Schedule 'A'
Effective April 1, 2021

Group	Classification	Step 1 Monthly	Step 2 Monthly	Step 1 Hourly	Step 1 Double time	Step 2 Hourly	Step 2 Double Time
1	**Houseworker**			14.89	29.78		
2	**Senior Houseworker**			15.07	30.14		
3	**Facility Equip.Room Attendant I (Student)** **Auditorium Front of House Staff**			14.89	29.78	15.06	30.12
4	**Lifeguard (Student)** **Climbing Wall Monitor**			17.58	35.16		
5	**Parking Attendant**	2987	3026	18.33	36.66	18.57	37.14
5d	**Supervisor, Front of House Services**	3056	3089	18.74	37.48	18.94	37.88
6	**Laundry/Fabric Worker**	3245	3290	19.91	39.82	20.19	40.38
7	**Service Worker I** **Labourer** **Facility Equip.Room Attendant II** **Facility Assistant**	3445	3487	21.13	42.26	21.39	42.78
8	**Service Worker II** **Window Washer** **Auditorium Production Trainee**	3521	3562	21.61	43.22	21.86	43.72
10	**Groundsworker I** **Utility Driver** **Parking Compliance Officer**	3599	3643	22.07	44.14	22.35	44.70
11	**Facility Attendant I**	3710	3756	22.77	45.54	23.04	46.08
12	**Groundsworker II** **Collection Worker I**	3936	3987	24.14	48.28	24.46	48.92
13	**Security Officer (without First Aid)** **Maintenance Worker** **Art Collection Technician**	3964	4009	24.32	48.64	24.59	49.18
14	**Equipment Operator** **Facility Attendant II** **Collection Worker II**	4152	4204	25.48	50.96	25.80	51.60
15	**Security Officer (with First Aid)** **Transfer Station Operator** **Irrigation Technician**	4206	4257	25.82	51.64	26.11	52.22
15b	**Auditorium Production Staff**	4307	4363	26.43	52.86	26.75	53.50
15e	**Supervisor, Custodial Services**	4359	4412	26.73	53.46	27.06	54.12
16a	**Grounds Lead Hand**	4442	4497	27.24	54.48	27.59	55.18
16b	**Grounds Supervisor**	4752	4813	29.15	58.30	29.53	59.06
17	**Painter** **Plasterer/Bricklayer** **Carpenter**	5034	5098	30.88	61.76	31.27	62.54
18	**Mechanical Tradesworker** **Plumber** **Instrumentation Controls Technician** **Carpenter/Locksmith** **Carpenter/Engraver** **Electrician** **Painter/Signmaker**	5255	5322	32.24	64.48	32.66	65.32
19	**Trades Shop Lead Hand**	5621	5697	34.49	68.98	34.95	69.90
20	**Trades Shop Supervisor**	6017	6095	36.92	73.84	37.39	74.78

- Step 1 is for casual and temporary employees who do not participate in the Staff Pension Plan.
- Step 2 is for regular employees who participate in the Staff Pension Plan.
- Rates of pay for Section Heads, other than those defined in the salary schedule, will be thirteen percent (13%) above the highest rate supervised.
- Rate of pay for Auditorium supervisors will be thirteen percent (13%) above the highest rate supervised.
- A premium of 4.5% of the Painter basic hourly rate will be paid to Painters in a paint spray booth. A premium of 4.5% of the Groundsworker II basic hourly rate will be paid to employees spraying pesticides.
- Shift differential for time worked are 4.5% of basic hourly rate for afternoons and 8.4% of basic hourly rate for nights.

- Service Workers working afternoon shifts which extend beyond 12:00 midnight shall receive the hourly differential for night shifts for the actual hours worked after 12:00 midnight.
- Service Workers working day shifts which commence before 6:00 am shall receive the night shift hourly differential for the actual hours worked before 6:00 a.m.

CUPE Local 917
Salary Schedule 'B'
Effective April 1, 2021

Group	Classification	Step 1 $ Hourly	Step 1 $ Double Time	Step 2 $ Hourly	Step 2 $ Double time
3	**General Worker I (Student)**	14.89	29.78	15.06	30.12
8	**General Worker II**	21.61	43.22	21.89	43.78
	General Worker Heavy I				
9	**Cashier**	21.78	43.56	22.04	44.08
	Cook I				
	General Worker Heavy II				
	Food Srv Attendt/Booster Juice				
11	**Cook II**	22.74	45.48	23.04	46.08
12	**Bartender I**	23.22	46.44	23.50	47.00
	Food Service Supervisor I				
	Cook III				
	Storekeeper - Foods				
13	**Art Collection Technician**	24.31	48.62	24.59	49.18
14	**Food Services Supervisor II**	24.48	48.96	24.81	49.62
15	**Cook IV**	24.82	49.64	25.11	50.22
16	**Lead Cook**	29.87	59.74	30.24	60.48

General Worker Heavy differential when operating a light vehicle in support of Typical Duty #4 is sixty cents ($0.60) per hour.

APPENDIX 'B'
Pay Equity (continued)

(b) The Committee will, as soon as reasonably possible following implementation of the Plan, revise all classification descriptions rated under the Plan, taking account of the employee questionnaires and the managers comments received during the rating process, and, ultimately, the project Committee's rating decision. The revisions are intended to reflect the minor changes to update the descriptions, consistent with the classification description format. The revisions must be approved by the University and agreed to by the Parties. There will be no reclassifications initiated as a result of the revised classification descriptions.

7. When the University creates any new classifications within the Housing, Food and Conferences Services Department, within thirty (30) days, the Committee will evaluate the classification by using the Plan. The University may establish an interim pay rate during this period, and will provide any appropriate retroactive adjustments following the evaluation process. The Committee will forward its rating recommendation to the parties for approval.

   If the recommended rating is higher than the interim rating, the University will adjust the pay rate to the higher pay rate retroactive to the date of hire in the position on the first available payroll.

   If the recommended rating is lower than the interim rating, the University will adjust the pay rate to the lower pay rate on the first available payroll (with no retroactive adjustment).

8. If a new job rating is determined that does not fall within a pay group with an established rate, the parties will meet under Article 9 to negotiate a rate that is appropriate to the structure of Schedule B.

9. Any dispute arising from the joint job evaluation process will be referred to Article 9 and may be ultimately resolved by arbitration under Article 12.

The parties agree that the Lifeguard classification in the Athletics and Recreation Services department is a historically female classification, and as such, should be included in the Pay Equity Plan for pay equity purposes although it has not been rated under the Joint Job Evaluation Plan.

The rate of pay for Lifeguards will be recommended to be increased by the average increase to the female jobs in Housing, Food and Conference Services (20%), subject to government funding. The parties also agree that there is no intent to change the historical practice of hiring students in casual Lifeguard positions as a consequence of increasing the rate of pay for Lifeguards.

The parties further agree that upon implementation of this agreement, that pay equity has been achieved for CUPE Local 917.

Byron Spiers,
President, CUPE Local 917

Eric Mayes
Manager, Employee Relations