

University of Victoria Settlement Proposal to CUPE 917

This document encompasses the complete settlement package to be unanimously recommended by both bargaining committees to their respective principals for ratification. Unless previously agreed to, all other proposals by either CUPE 917 or the University are deemed withdrawn on a without prejudice basis.

September 25, 2026

ARTICLE 1 - DEFINITIONS**Art 1.02 Regular Employees****(c) Regular ~~Sessional~~ Seasonal 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~~ **seasonal** 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~~ **seasonal** 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.

ARTICLE 3 – RECOGNITION

- 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 14 – DISCHARGE, SUSPENSION, DISCIPLINE AND TERMINATION

- 14.07 When a ~~supervisor~~ **manager** 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~~ **manager** 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.

ARTICLE 16 - DEFINITIONS

Section A - Posting of Vacancies

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 ~~on-campus in a visible location~~ **on the University's job management system** as agreed to by both parties and on the University's job management system 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.

(c) Where there are existing employees that are qualified and capable within a department, the department may restrict eligibility for postings to within the department with mutual agreement from the union.

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.
- (d) **Where an employee identifies a training opportunity that may be beneficial for their position they may request approval from their manager to attend, as per Article 24.11.**

ARTICLE 17 – LAYOFF & RECALL OF REGULAR EMPLOYEES

17.07 (a) Recall of laid off regular employees will be **made by a previous mutually agreed mode of electronic communication (eg. phone, email, or text) or** 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.

ARTICLE 18 – HOURS OF WORK AND SHIFTS

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 **or medical reasons** (e.g. child care or eldercare), 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 **the Director, Total Compensation and Recruitment Human Resources** and the Union **for review and/or approval of the parties for any variation from the existing terms of the collective agreement.** ~~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.~~

Examples 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 workday - 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. ~~The 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 **for educational program purposes** 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 **Custodial** and Housing), outlet (Food Services), unit, or department, as applicable.

ARTICLE 22 – VACATIONS

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. **Departments will schedule based upon a seniority rotation principle that will ensure equitable access for the most senior and most junior employees. For example only, in year 1** Commencing in 1980 the two (2) most senior employees in each group shall have first choice; in **year 2** 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~~ **four** percent (**24%**) 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.

ARTICLE 23 – SICK BENEFIT PROVISIONS

Article 23.06

A physician's certificate ~~or reasonably sufficient proof of illness or injury shall be required by the University for any absence of five (5) days or more~~ **may be requested for the third or subsequent short-term absence, or when leave exceeds five (5) consecutive days. A physician's certificate may be requested to assess employee fitness to return to work or determine if accommodation is required.**

~~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.~~

Article 23.15**Section D – Return to Work Program**

- (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~~ **or the LTD Carrier**. 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, **the Work Life Consultant or the WorkSafe Consultant as applicable**, ~~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~~ **Employment Accommodation Guidelines for Employees with a Disability – CUPE 917 and CUPE 951** ~~available from the Human Resources Department. Refer to Articles 18.11, 18.12 and 33 for accommodation provisions.~~

Section E – Long Term Disability Plan

- 23.16 (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.
- (c) **On submission of a physician's receipt, the University will reimburse the employee for the fee, if any, levied by the physician for providing a certificate, note, or supporting document required by the University or by the benefit provider.**

Bargaining Note – This amounts to .01% of Big Base.

ARTICLE 24 – LEAVE OF ABSENCE**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 **they will be paid at straight time for the time spent in training** and they will be granted equivalent time off on a straight time basis; **or Article 19 shall apply.**

24.15 Section M - Leave to Attend Canadian Citizenship Ceremony

An employee who is required to be absent from work during their normal working hours for the purpose of attending their Canadian Citizenship Ceremony shall be granted one (1) day's leave of absence with pay. An employee requesting to take leave to attend their Canadian Citizenship Ceremony must inform their manager

or supervisor at least 14 days before the ceremony or, if 14 days is not possible, as much notice as is reasonable based on the circumstances.

24.16

Section N – Compassionate Care Leave

Employees are entitled to Compassionate Care Leave under the *Employment Standards Act*, Part 6, Section 52.1 as amended from time to time.

- a) **An employee is eligible for up to 27 weeks of unpaid leave to provide care or support to a family member (including the expanded definition of family) if a medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death. The leave may be taken in units of one or more weeks, within a 52-week period.**
- b) **The leave ends on the last day of the week in which one of the following occurs:**
 - i) **The family member passes away; or**
 - ii) **The expiration of 52 weeks from the date the leave began.**
- c) **The University will continue to contribute its share of the cost to the Personnel Benefits Programs unless the employee elects in writing not to continue to pay the employee's share.**
- d) **Vacation entitlements will continue to accrue during a Compassionate Care Leave.**

Employees who are granted Compassionate Care Leave may be eligible to apply for Employment Insurance (EI) Compassionate Care Benefits.

ARTICLE 28 – PERSONNEL BENEFITS

Section C – Modifications and Transition for the Total Disability Benefit

28.03 Extended Health 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:

- **Increase vision care from \$500 to \$600 effective April 1, 2027.**
- **Increase eye exams from \$75 to \$125 effective April 1, 2027.**
- **Increase to clinical psychology/counselling services from \$1,200 to \$1,750 effective April 1, 2027.**
- **Increase to chiropractic services from \$30 per visit to \$50 per visit (for the first 12 visits) effective April 1, 2027.**
- **Increase annual combined chiropractic services and naturopathic services from \$700 to \$1000 effective April 1, 2027.**
- **Increase annual combined physiotherapy and massage therapy services from \$750 to \$1000 effective April 1, 2027.**

Bargaining Note: This amounts to .26% of Big Base.

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 calendar 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 that 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 percent (100%) of the eligible expenses.

(d) Increase Plan C from 80% to 85% effective April 1, 2027.

Bargaining Note: This amounts to .01% of Big Base.

ARTICLE 29 – OCCUPATIONAL HEALTH AND SAFETY

Art 29.06 (paragraph to be added)

An employee who suffers from a workplace injury, or occupational disease, will complete all necessary forms. The employee is entitled to have the assistance of a Union representative (Union member of the Joint CUPE 917/University Occupational Health and Safety Committee) to complete the necessary forms. This employee entitlement will be communicated on the University Occupational Health, Safety & Environment website and on the Department Incident & Investigation Report form.

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 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 **information regarding** the Return to Work Program see Article 23.1~~54~~. In the event an employee is totally disabled, see Article 23.1~~65~~.

Section B - Process

33.02

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.

ARTICLE 38 - TERM OF AGREEMENT

38.01 This Agreement will be binding and remain in full force from the first day of April, ~~2025~~ 2022, to the thirty-first day of March, ~~2029~~ 2025. This Agreement will continue from year to year thereafter unless either party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

LETTERS OF UNDERSTANDING

RENEW:

Appendix A - LOU #1 - University Centre Auditorium Bargaining Unit Work

LOU #1 - Apprenticeships

LOU #2 - Employee and Family Assistance

LOU #3 - Employment Insurance Premium Reductions

LOU #4 - Filling Security Officer Positions

LOU #5 - Food Services Department

LOU #6 - Contracting Review

LOU #7 - Personnel Benefits Committee

LOU#8 - Sick Leave Usage

LOU #9 - Temporary Employees

LOU#10 - Expedited Dispute Resolution Process

LOU #13 - Grievance Procedure and Support for Equity, Diversity and Inclusion

LOU #14 - Business Process Review of Sick Leave Administration

LOU#15 - Apprenticeship Positions

LOU#18 - Premium Pay for Working Conditions (linked to LOU#16)

AMEND:

LOU #11 - CUPE Supplemental Fund (NEW Apprenticeship and Career Development Fund)

LOU#16 - Job Evaluation

LOU#19 - Leave of Absence for Union Business

LOU #21 - Schedule 'A' Salary Structure Amendment

LOU #22 - Schedule 'B' Salary Structure Amendment

NEW:

LOU #XX - NEW Modified Work Schedule

LOU #XX - NEW Enhanced Recovery Program

LOU #XX - NEW Workload

LOU #XX - NEW Food Services Meal Allowance

LOU #XX - NEW Casual Hours Worked

LOU #XX - NEW Continuation of Benefits in Food Services

LOU #XX - NEW Standby Pay

LOU #XX - NEW Power Engineer Varied Work Schedules

FALL AWAY:

LOU #12 - Market Adjustment Positions (moved money from Supplemental Fund) - HISTORICAL

LOU #17 - Review of Pension Plan Modifications

LOU #20 - Cost of Living Adjustments

Letter of Understanding #11 (AMENDED)**CUPE 917 SUPPLEMENTAL and APPRENTICESHIP AND LEARNING FUND****a. Supplement Fund**

The parties agree to maintain a Supplemental Fund for CUPE 917 which will include the funding previously redirected from the former LOU #14 “Employee Wellness, Innovation and Training Fund.” The Supplemental Fund will be used to support physical health, mental health and wellness initiatives.

The parties agree that the contribution amounts on April 1st of each calendar year of \$33,000 will be directed to the CUPE 917 Supplemental Fund.

The Union will distribute the fund according to the decisions of a committee established by CUPE 917. The Union committee will make decisions with respect to allocations of the fund to applicants.

The Supplemental Fund will receive a one-time contribution from the University of \$19,000 in the fiscal year 2025/26 and \$100,000 which will be available in fiscal year 2026/27.

The union administrator will make available, quarterly, in a statement acceptable to the University indicating how these funds are distributed. The University will note these distributions on annual T4s.

b. Apprenticeship and Learning Fund

In addition to the Supplemental Fund, and in alignment with the Balanced Measures Mandate and the University of Victoria’s Equity Action Plan, the parties agree to apply one-time funding of \$50,000 in year 1 and a one time \$100,000 in year 2 of the collective agreement to support apprenticeship and career development opportunities. These opportunities are for career development within the University’s work force that may not be directly related to their employment in their existing department but will support a career goal connected to employment at the University.

Employees may apply directly for reimbursement of tuition or fees for the costs of training that are not provided by the University. A department may apply on behalf of an employee for reimbursement for such expenses incurred on an employee’s behalf. Employees are required to obtain supervisory approval for apprenticeship and career development courses prior to registration, and requests for funding must be submitted in advance of registration for a course of study. Funds may also be used to

provide journeyman mentors with a stipend for periods of time when they are so designated.

The process for approval and disbursement of the Apprenticeship and Learning Fund will be consistent with the Supplemental Fund.

The union administrator will make available, quarterly, in a statement acceptable to the University indicating how these funds are distributed. The University will note these distributions on annual T4s.

Bargaining Note: This amounts to 0.34% for supplemental and 0.42% of big base (one time)

Letter of Understanding #16

Re: JOB EVALUATION

The Parties agree to jointly negotiate, implement, and maintain a Joint Job Evaluation Plan (JE Plan) which can be described as a universal, point weighted, pay equity plan. The governance structure and principles are set out as follows for the Joint Job Evaluation Steering Committee (Steering Committee) and the Joint Job Evaluation Committee (Job Evaluation Committee):

Steering Committee

Each Party will appoint up to three (3) members to the Steering Committee to guide discussions and make recommendations regarding the JE Plan design, process and communications. The responsibilities include the:

- Development of a Terms of Reference for the Joint Job Evaluation Committee (JJEC) and oversight of their work.
- Selection of a point weighted, pay equity, JE Plan to suit the work of the bargaining unit. The JE Plan will include the pay equity factors of skill, effort, responsibility and working conditions.
- Development of any necessary modifications to the JE Plan and factor weights to ensure applicability.
- Establishment of benchmark positions or specific Rater's Guide examples to support the application of the JE Plan and the establishment of a hierarchy of jobs.
- Confirmation of the process for the collection of job analysis (i.e. job evaluation questionnaire).
- Review and approval process to ensure a JE Plan is fully adopted, implemented and maintained.
- Development of comprehensive communications to educate and promote the value of the JE Plan to union members and business leaders.

- Resolution of disputes or uncertainties stemming from the work of the Job Evaluation Committee.

Each party will appoint a minimum of one Job Evaluation Specialist to support the work of the Steering Committee.

Job Evaluation Committee

Each Party will appoint up to three (3) members to the Job Evaluation Committee to implement the new JE Plan. The responsibilities include:

- The evaluation of all bargaining unit jobs according to the JE Plan.
- Request support or resolution of disputes to the Steering Committee.
- To recommend to the Steering Committee job evaluation plan enhancements or changes.

Salary Protection

As a result of implementing the JE Plan, if a position's Group Level is downgraded the incumbent's base salary, and any applicable market adjustment, will be fully salary protected. The incumbent will also continue to receive future negotiated general wage increases (GWIs) while they remain in that position. The new Group Level with its corresponding base salary will be fully implemented when the position is vacant.

Union Participation

Members of the Steering Committee or Job Evaluation Committee will be granted the necessary paid time during normal working hours to conduct their work.

Timelines

~~The Parties will commence the work of the Steering Committee post ratification of the April 1, 2022 to March 31, 2025 Collective Agreement.~~

The Parties will aim to conclude their work by **December 31, 2026** ~~June 28, 2024~~, following which the work of these parties will transition to ongoing maintenance and implementation of a Joint Job Evaluation Plan.

Letter of Understanding #19**Re: Leave of Absence for Union Business (AMENDED)**

On a trial basis, there will be a temporary amendment to Article 24, Leave of Absence, Section E – Leave of Absence for Union Business. **Clause b) will be amended and clause e) will be added, as outlined below. Article 24.05, clause a), c) and d) remain in effect without any change. These amendments will remain in effect until the expiry of the current Collective Agreement, at which time they will expire unless otherwise agreed to by the parties.**

The amended temporary language is as follows:

- a) Representatives designated by the Union will be granted Leave of Absence without pay for Union business subject to operational requirements. Such leave will not be construed as personal leave.**
- b) Time off with pay will be granted to the Head Steward of CUPE Local 917 for the term of the elected appointment, up to three (3) days per week, at the employee's base rate of pay. The cost for the time-off will be equally shared between the Union and the employer. The Union will transfer to the University an amount equal to 50% of pay and benefits on a monthly basis. Such time served shall be considered pensionable service.**

Letter of Understanding #21**Re: SCHEDULE 'A' SALARY STRUCTURE AMENDMENT**

Effective April 1, 2027 the salary structure for the following Schedule A groups will increase by \$0.75/hour for Step 1 and Step 2.

Bargaining note: The order in which salary adjustments will occur is as follows:

1. April 1, 2025 a 3.0% General Wage Increase (GWI)
2. April 1, 2026 a 3.0% GWI
3. April 1, 2027 the salary structure for the following Schedule A classifications will increase by \$0.75/hour for Step 1 and 2.
4. April 1, 2027 a 3.0% GWI
5. April 1, 2028 a 3.0% GWI

Schedule A

Group	Classification	Increase Step 1	Increase Step 2
8	Service Worker II Window Washer Auditorium Production Trainee	\$0.75	\$0.75
10ma	Groundswoker I	\$0.75	\$0.75
12	Groundswoker II Collection Worker I	\$0.75	\$0.75
13ma	Maintenance Worker	\$0.75	\$0.75
14ma	Equipment Operator Collection Worker II	\$0.75	\$0.75
15ma	Irrigation Technician	\$0.75	\$0.75
15e	Lead Hand Electrical Lighting	\$0.75	\$0.75
16a	Grounds Lead Hand	\$0.75	\$0.75
16b	Grounds Supervisor	\$0.75	\$0.75
17	Painter Carpenter Plasterer/Bricklayer	\$0.75	\$0.75
18	Mechanical Tradesworker Plumber Instrumentation Controls Technician Carpenter/Locksmith Carpenter/Engraver Electrician Painter/Signmaker	\$0.75	\$0.75

19	Trades Shop Lead Hand	\$0.75	\$0.75
20	Trades Shop Supervisor	\$0.75	\$0.75

Bargaining Note: This amounts to 1.36% of big base

Letter Of Understanding #22

Re: SCHEDULE 'B' SALARY STRUCTURE AMENDMENT

Bargaining note: The order in which salary adjustments will occur is as follows:

April 1, 2025 a 3.0% General Wage Increase (GWI)

April 1, 2026 a 3.0% GWI

April 1, 2027 a 3.0% GWI

April 1, 2028 a 3.0% GWI

Letter of Understanding NEW #XX

Re: ALLOWANCES (Meal)

The parties agree that effective April 1, 2027 the meal provided in accordance with Article 25.03(a) Allowances will move from a \$12.00 value to a \$16.00 value.

Bargaining Note: This amounts to 0.24% of big base.

Letter of Understanding NEW #XX

Re: CASUAL HOURS WORKED

The parties agree that during the term of the Collective Agreement, where hours worked by casual employees indicate an ongoing operational need that may support regular continuous work, the matter shall be discussed through Article 9 Labour Management Relations.

Such discussions will include consideration of opportunities to consolidate casual hours into regular continuous positions, where operationally feasible and appropriate.

Letter of Understanding NEW #XX**Re: Art 18.10 Modified Work Schedule for Facilities Maintenance staff****A. Introduction**

Pursuant to Article 18.10, the Employer and the Union agree to the following terms governing a modified work schedule for Facilities Management staff in the work units listed in Appendix item 1.

B. Terms

1. Regular and temporary full-time Facilities Management employees in the work units identified in the Appendix Item 1 are eligible to participate in the modified work schedule upon successful completion of their probationary period.
2. An employee's normally scheduled workday is eight (8) hours per day, including two fifteen (15) minute paid breaks and one thirty (30) minute unpaid meal break, for a total of seven (7) hours worked per day. Appendix Item 2.
3. An employee's schedule under this modified work agreement is eight and a half (8.5) hours per day, including two fifteen (15) minute paid breaks, one thirty (30) minute unpaid meal break, plus an additional thirty (30) minutes worked unpaid, for a total of seven and half (7.5) hours worked per day. Appendix Item 2.
4. Employees will work an additional thirty (30) minutes per day for fifteen (15) worked shifts to accumulate one (1) modified day off equivalent to seven and a half (7.5) hours.
5. The majority of employees participating in the modified work schedule will work between 7:30 a.m. to 4:00 p.m. The university has flexibility to implement modified work schedules within the hours defined under the CUPE Local 917 Collective Agreement and *Article 18.02- Hours of Work* and to determine whether the additional thirty (30) minutes are worked at the start or end of the shift.
6. Modified time will only be earned when an employee works a full eight and half (8.5) hour shift. Modified time will not be accrued during any period of paid leave, including statutory holidays, vacation, sick leave, personal leave, union leave, or when working partial days, ~~including partial days due to medical appointments~~, **with the exception of leave taken under Article 23.05 for medical or dental appointments totaling two (2) hours or less.**

7. Modified days must be taken in full-day increments. Modified time may not be used in partial-day increments. **Unless mutually agreed upon** modified days will not be used to augment or supplant Article 24 *Leaves of Absence* or Article 23.05 leaves for medical or dental appointments.
8. ~~Modified time may not be banked and must be used within the subsequent pay period. Where a modified day is not taken within that period, the employee will not be eligible to earn additional modified time until the modified day earned has been taken.~~

Modified time may be banked up to three (3) days.

9. Employees participating in the modified work schedule ~~will be assigned~~ **may request** days off ~~in accordance with operational requirements~~. **which shall be scheduled by mutual agreement, subject to operational requirements.**
10. The University may require an employee to reschedule a modified day off due to operational requirements with notice provided during the preceding work week of the scheduled modified day.
11. Employees on a modified work schedule who receive provisional pay will have the additional thirty (30) minutes worked accumulated towards a modified day off and not paid out at the provisional rate of pay.
12. Except for temporary adjustments, approved modified work schedules will remain in effect unless bona fide operational requirements necessitate a change. In such circumstances, the Employer will provide the Union with three (3) months' notice of the cancellation of the schedule.
13. The parties agree that this Letter of Agreement is entered into on a without prejudice and without precedent basis for the duration of the collective agreement.
14. This Letter of Agreement expires with the term of the collective agreement.

Re: Modified Work Schedule for Facilities Maintenance Staff Part B

1. **Employees with existing modified time banks exceeding three days as of 30 days after ratification shall revert to the standard schedule outlined in Term 2 and will not accumulate modified time. These employees will be required to reduce their accrued modified time bank to three (3) days or fewer within one (1)**

year of ratification before becoming eligible to participate in this Modified Work Schedule arrangement.

Employees with existing modified time banks may also elect to have their accrued earned time paid out, following which they will become eligible to participate in the Modified Work Schedule arrangement.

Letter of Understanding NEW #XX

RE: STANDBY PAY

The University of Victoria has over 140 buildings on 400 acres of land. The Facilities Management Department (FMGT) is responsible for providing 24/7 maintenance support for these buildings. FMGT receives approximately 150 after-hours service calls annually, with the majority involving three shops. In fiscal year 2025/26, FMGT responded to 152 after-hours calls, including 62 Electrical, 45 Carpenter/Locksmith, and 37 Plumbing calls. The remaining eight calls were distributed among other shops.

Currently, the FMGT provides Campus Security with a list of employees who have volunteered to respond to after-hours incidents. Employees who are called out receive compensation in accordance with the ‘call out pay’ as detailed in Article 19 of the collective agreement.

On a trial basis, the University and CUPE 917 agree to establish a standby program for Facilities Management employees in the Electrical, Carpentry /Lock Shop and Plumbing Shop to improve the certainty and predictability of after-hours response. Participation in the program will be voluntary, and employees will be compensated in accordance with the terms outlined below.

Employees in the aforementioned shops who volunteer to participate in the standby program will be scheduled for an on-call assignment, which will normally run on a weekly basis (i.e. from Monday 07:30hrs to the following Monday at 07:30hrs, or Wednesday 07:30hrs to the following Wednesday at 07:30hrs). Only employees assigned to a standby rotation will be eligible for standby pay. Employees who are on standby will be provided with a “duty phone” and information binders with contact information with the expectation that those employees on standby will respond promptly to after-hours incidents. Following the first incident in the evening, they may attend any further calls at their discretion.

The standby schedule will be coordinated with employees’ approved vacation and leave requests. To provide maximum flexibility, schedules will be developed collaboratively between management and CUPE supervisors on a quarterly basis, with new schedules finalized one month before the start of the new quarter. In the event of

unforeseen circumstances requiring changes to the standby schedule (i.e. employee illness), the employer may request other employees to volunteer.

Employees who are scheduled for standby duty will receive a premium equal to one (1-1/2) hour of regular pay for each 24-hour period which is in addition to overtime and call out parameters outlined in Article 19 of the collective agreement. The Parties commit to discussing and resolving issues which may arise in the implementation of this LOU. This Letter of Understanding will expire on March 31, 2029.

The Parties agree to have periodic discussions at the Article 9 *Labour Management Committee* on the success and challenges of the program.

Funding is available from the Enhanced Mandate's Flexibility Allocation and Supplemental Funding. While this LOU is for the life of the collective agreement, the funds are continuing in nature; therefore, if the Parties do not extend this LOU in the next collective agreement, any unused funds will be redirected to another mutually agreed purpose that supports Service Improvement.

Bargaining Note: This amounts to 0.18% of big base

Letter of Understanding NEW #XX

Re: ENHANCED RECOVERY PROGRAM

The parties will establish a joint Enhanced Recovery Program Committee consisting of no more than 2 (two) CUPE Local 917 members and no more than 2 (two) University members with the intended purpose to adopt and apply an Enhanced Recovery Program in partnership with Pacific Blue Cross.

The Committee will explore the opportunity of an Enhanced Recovery Program that improves employee support during medical leave. The goal is to help employees navigate the health care system more effectively, connect them with timely care and resources, and support their recovery and well-being. This approach also aims to reduce preventable long-term disability (LTD) claims and improve overall disability management outcomes.

Costs associated with this program will be funded through the LTD program. Currently the LTD program is 100% employer funded, and employer contributions are capped at 2.65% of basic salary.

Letter of Understanding NEW #XX**Re: WORKLOAD**

The parties agree that though workload may be inconsistent in terms of volume and urgency the University has an obligation to ensure sound management practices are adopted which ensure that work demands are not unreasonable.

Where employees identify that their workload is unreasonably heavy due to staff shortages, recruitment issues, or retention issues, they will first discuss the workload issues with their supervisor. The employee and manager will review work tasks, priorities, and goals with the intention of identifying relevant work adjustments and supports. The issue will be dealt with in good faith at the supervisory level but if it remains unresolved it may be referred to Labour Management under Article 9 for resolution.

If the Labour Management process is exhausted and the issue is not resolved, then the matter may be referred to the grievance/arbitration procedure in accordance with Article 12. The Union must be able to demonstrate that the workload is unreasonable.

This Letter of Agreement is not intended to be used to address issues which are compensable under the Joint Job Evaluation Plan.

Letter of Understanding NEW #XX**Re: Continuation of benefit cost sharing during December seasonal layoffs**

The parties agree that, notwithstanding any past practice relating to seasonal layoffs occurring in December, the following provisions shall apply:

- **Employees who are placed on a seasonal layoff during the month of December shall remain eligible for benefit coverage through December 31 of that year, regardless of the effective date of the layoff within the month.**
- **The Employer shall continue its normal share of benefit premium contributions for the month of December for employees subject to a seasonal layoff during that month.**
- **Employees shall continue to be responsible for their normal share of benefit premium contributions for the month of December only, and shall not be required to pay both the employee and employer portions of the premium in order to maintain coverage through December 31.**
- **This Letter of Understanding replaces the current practice whereby employees laid off during the first half of December are required to pay both the employee and employer portions of benefit premiums in order to maintain coverage for the month of December.**
- **All other terms and conditions relating to benefit coverage remain unchanged unless specifically modified by this Letter of Understanding.**

This Letter of Understanding shall take effect on [effective date] and shall remain in force unless amended by mutual agreement of the parties.

Bargaining Note – This amounts to 0.00% of Big Base (cost item but did not register as % of Big Base).

Letter of Understanding NEW #XX**Re: ~~Mechanical Trades workers~~ Power Engineer Varied Work Schedules**

Further to the LOU signed on June 28, 2023, the parties agreed to the following:

- A. Whereas the CUPE 917 and the University of Victoria signed a Letter of Understanding on June 28, 2023 intended to account for mutual responsibilities under the *Safety Standard Act*, Power Engineers, Boiler, Pressure Vessel and Refrigeration Safety Regulation (BC Reg 104/2004 and the *Employment Standards Act*, Meal Breaks, Part 4, Section 32. The operationalization of that LOU resulted in unintended scheduling challenges which impacted existing collective agreement language entitlements as they relate to the eight (8) week averaging.
- B. For clarity, the responsibilities of the ~~Mechanical Shift~~ Power Engineers include responding to critical and emergency alarms, trouble calls and other situations that may arise at any time during their shift. These requirements are not only applicable during evening shifts; operational and regulatory requirements mean ~~Mechanical Shift~~ Power Engineers need to be available during their meal breaks on all shifts, and as such they shall be paid for that time.
- C. In consideration of the above, and in accordance with Article 18.09 (d) of the Collective Agreement, the following will apply as of July 1, 2023.

Shift Cycles: A twelve (12) hour shifts rotate over an eight (8) week cycle – normally based upon two (2) days on, two (2) nights on, and four (4) days off. All changes to the eight (8) week cycle shall be subject to the approval of the Chief Engineer.

Hours of Work: A twelve (12) hour shift shall include: eleven and one-quarter (11 1/4) hours worked, and a statutorily required paid three-quarter (3/4) hour meal break. As a result, over an eight (8) week cycle the agreed to 37.5-hour averaging results in an extra 12-hour shift that shall be scheduled off and tracked through the leave system during the 8-week cycle, three (3) hours shall be credited to accumulated leave, and workers will receive credit for twenty-one (21) hours paid out at normal rate.

Statutory Holidays: An employee will be considered to have worked 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 will receive their regular pay, and in addition receive pay or

time off equivalent to nineteen and one half (19 ½) hours (one extra shift of twelve (12) hours plays seven and one half (7 ½) hours in lieu of a regular stat)

If the statutory holiday falls on a day off, they receive their regular pay plus seven and one-half (7 ½) hours credited to accumulated leave.

~~D. The parties acknowledge that the employees have been working hours, including meal breaks, in accordance with “C”, but the appropriate application to weekday shift, weekend shifts, stat holidays and overtime have varied by employee. In some cases, there was more money paid than should have been; in some cases there was money that should not have been paid. As a result, each impacted employee has a balance which is set out in SCHEDULE A. This Schedule is an accounting balance from July 1, 2023 (the pay period starts of the previous LOU) to May 31, 2025 by impacted employee. Balances in SCHEDULE A shall be taken as time in lieu and will be scheduled within 30 days of the signing of this LOU and shall be subject to operational requirements.~~

**COMMITMENT LETTER – Re: Artificial Intelligence (AI)
(NOT TO BE EMBEDDED IN CA)**

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

The University continues to honour its commitments made in Article 30 – Technological and/or Organizational Change. In addition to these commitments the University will do the following:

1. Govern Responsibly - The University will consult with the Union when reviewing and updating existing and future AI policies and procedures to ensure the responsible and transparent use of AI.
2. Protect Privacy Surveillance Monitoring Protections - The University will conduct any required Privacy Impact Assessments and technical approval processes and disclose any existing or future use of surveillance systems of staff member work to the Union. The University will seek agreement from the Union before AI, or any surveillance software, is used for to evaluate work performance or work productivity.

- 3. Safeguard Employment - Bargaining unit members shall not be subject to Article 17 due to the sole adoption of AI systems without prior negotiation of an adjustment plan agreement with the Union.**

Due to the evolution of Artificial Intelligence and its potential impact on workplace practices, this commitment letter will expire with the April 1, 2025, to March 31, 2029, Collective Agreement. The parties agree to revisit and update this commitment letter in the next round of collective bargaining.

**COMMITMENT LETTER - Re: Hazardous working conditions and Joint Job Evaluation
(NOT TO BE EMBEDDED IN CA)**

Further to discussions in bargaining regarding the consideration of hazardous working conditions by the Parties' Joint Job Evaluation Plan. The Parties work on the Joint Job Evaluation Plan is very advanced. The plan is based upon a 'weighted point method'. This method is widely used in CUPE job evaluation plans.

Disagreeable working conditions is one of the factors the parties have agreed to as a key consideration in the Joint Job Evaluation Plan and is a distinct sub-factor. This factor includes the extent and frequency of exposure to adverse physical and non-physical working conditions in the role. The term disagreeable working conditions is intended to capture a very broad range of working conditions including, but not limited to, exposure to chemicals, biohazards, sharp instruments, hazardous materials, human body waste, dangerous situations involving physical aggression, radiation, electricity, hand and power tools, etc.

The University remains committed to the Joint Job Evaluation Plan and based upon our bargaining discussions the union is as well. Part of our commitment resides in the knowledge that disagreeable working conditions will be appropriately considered in the Joint Job Evaluation Plan, which is one of the compensable factors in the plan.

Salary Schedule 'A' and Salary Schedule 'B'

April 1, 2025 3.0% General Wage Increase (GWI)

April 1, 2026 3.0% GWI

April 1, 2027 3.0% GWI

April 1, 2028 3.0% GWI

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

Agreed this 25th day of September, 2026.

For CUPE 917

Shane Randall

Byron Spiers

Jason Insley

Jeff Wood

Kristen Sernoski

Kristofer Pantazis

Bradley Tikk (Alternate)

Lynne Johnson (Alternate)

For the University:

Michael Lancaster

Christie Jeklin

Chad Dalrymple

Jim Forbes

Patrick Seward

Ron Granados

Cordelia Horsburgh