

# Collective Agreement for Components One & Two

Hard copies of this agreement are available from your department or from Human Resources. For your convenience links to specific sections have been provided.

Please note this agreement expired August 31st, 2003. A new collective agreement is currently being negotiated. Please contact Sherwin Arnott at [sherwin@uvic.ca](mailto:sherwin@uvic.ca) for more details.

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**Collective Agreement  
between the  
University of Victoria  
and the  
Canadian Union of Public Employees Local 4163**

## Article 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union, so that efficient University operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to employees within the scope of the bargaining unit.

1.02 Both parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either party.

## Article 2 - UNION RECOGNITION

### 2.01 Union Recognition

The University recognizes the Canadian Union of Public Employees Local 4163 as the sole and exclusive bargaining agent for the Employees of the University of Victoria for whom they have been certified by the

## Labour Relations Board of British Columbia.

**2.02 Exclusions**

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

**2.03 No other Agreements**

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

**Article 3 - UNION DUES AND INFORMATION****3.01 Dues Check-off**

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

*[Note: It is understood that dues and assessments will be either a flat dollar amount or a percentage of salary, and that UVic will not deduct initiation fees for employees with an existing employee number at the time when dues come into effect - it will be assumed they have already paid. Employees who are new hires beginning March 7, 1999 will be deducted the initiation fee. The deduction method in Article 3.01 is subject to technical feasibility and the Union Constitution. It is recognized that some employee's deductions may be missed on their first payroll due to payroll deadlines. The University will make every effort to minimize this; however, the University will not be held responsible if some dues are missed in these circumstances. The Union will be provided the required information to recover missed dues directly from employees (see Article 3.04 and 3.07c). The parties agree to monitor the initial implementation of this method and if appropriate to consult on practical alternatives if there are serious problems.]*

All current employees as of the date of certification (March 31, 1998) will be deemed union members unless they opt out of union membership by written notice to the Union. The Employees who opt out of the Union will have an amount equal to dues deducted and remitted to the Union. All new Employees will be members of the Union.

### 3.02 Orientation

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

### 3.03 Notice of Changes

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

### 3.04 Forwarding Dues

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

### 3.05 T-4s

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

### 3.06 Indemnification

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

### 3.07 Information

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

- a. The University agrees to inform all applicants for employment in the bargaining unit (either verbally or on a posting) that the Union represents the Bargaining Unit and that a Collective Agreement is in effect.
- c. The University agrees to provide the Union, either prior to or by the fifth (5th) week of each academic term, (or upon reasonable request), with a listing alphabetically by department and by classification of the names and addresses of Bargaining Unit members. The University also agrees to provide employees with a copy of the Collective Agreement upon commencement of their employment. The cost of printing the Agreement will be shared equally between the University

## 3.07 - continued

and the Union. The number of copies printed will be determined through mutual agreement of the parties.

- d. The University will provide the Union no later than the fifteenth (15th) of each month with a report of employees paid by time sheet who have worked in the previous month, indicating name, hours worked, department and whether union dues were paid.
- e. The Union will provide the University with the name, department, EMail and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually, by October 31st, and such changes thereafter as they occur.
- f. The University will provide the Union with the names, departments, EMail and telephone numbers of the academic and/or administrative departmental contact for all members of the Bargaining unit by October 31st each year.

**3.09 Orientation Forms**

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

**Article 4 - UNION FACILITIES****4.01 Bulletin Boards**

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

**4.02 Campus Mail**

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

**4.03 Room Bookings**

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

**Article 5 - MANAGEMENT RIGHTS**

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

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

### **6.01 Discrimination Defined**

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

### **6.02 Sexual and Personal Harassment**

- a. The Union and the University recognize the right of bargaining unit members to work and learn in a work environment free from sexual and personal harassment.
- b. Any harassment complaint involving a member of the bargaining unit will be dealt with in a manner consistent with the provisions of the collective agreement.

### **6.03 Employment Equity**

The University and the Union hereby acknowledge, recognize and support the employment equity program at the University of Victoria. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.

### **6.04 Other Complaints**

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

## **Article 7 - LABOUR MANAGEMENT RELATIONS**

### **7.01 Labour Management**

- a. No employee or group of employees will undertake to represent the Union at meetings with the University

without the proper authorization of the Union. Neither will the University meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union will speak for the Union.

- b. The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee normally consisting of three or four and not more than six representatives from each party. The Committee will function in an advisory capacity only, making recommendations to the Union and/or the University with respect to its discussions and conclusions, and will not have the power to modify the terms of this Agreement. Such meetings will be held at a mutually agreeable time upon the request of either party.
- c. The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors to the Union when dealing or negotiating with the University .
- d. Representatives of the Union will have the right to attend meetings between the University and the Union held within working hours without loss of pay.

## 7.02 Collective Bargaining

For the purposes of negotiations, the number of representatives of the Union will not exceed three (3) for Component I and three (3) for Component II.

## Article 8 - DISCIPLINE

8.01 No employee will be disciplined or discharged without just cause.

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

8.03 Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an employee until the cause for discipline has been discussed with the employee by the Department Chair (or designate). An employee will be given at least twenty-four (24) hours notice of any meeting which may result in discipline beyond a verbal warning. The employee will be advised that he/she has the right to be accompanied by a Union representative, who will be present if so requested by the employee.

In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours notice may be waived. The supervisor will make a reasonable effort to have a Union representative present

at any initial meeting.

8.04 Any disciplinary action taken beyond a verbal warning will be documented and form part of the employee's personnel record maintained in the Department and at Human Resources. This written record of discipline will be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for discipline, and will be copied to Human Resources and the Union. The employee may also respond in writing, and this response will also be filed in the employee's personnel record.

8.05 An employee may request in writing that any formal written record of discipline issued in accordance with Article 8.01 be removed from the employee's Department and Human Resources personnel file after eighteen (18) months worked (or in the case of an employee registered in a full-time academic degree program, three academic terms worked), provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

## **Article 9 - SENIORITY**

### **9.01 Component I**

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

#### 9.01 - continued

- a. Seniority continues to accrue while on approved leaves of absence defined under Article 17 for a maximum period of twelve (12) consecutive months.
- b. Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff {see Article 26.03(b)}, absence without leave for more than three (3) consecutive work days, an acceptance by the employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months.

### **9.02 Component II - Seniority for Second Language Teachers**

- a. Seniority for Second Language Teachers holding one year term appointments or Second Language Teachers commencing the 4th successive twelve (12) week full-time appointment (within a thirteen {13} month period), will be defined as length of service from the date of appointment as a Second Language Teacher.
  - i. Such teachers who have not been reappointed to a twelve (12) week session at full-time within three (3) consecutive ELC sessions will have their seniority converted to hours at commencement of the fourth session (without reappointment).
  - ii. Such teachers who elect to work part-time at half-time or more for a period in excess of three (3) consecutive ELPI sessions, shall have their seniority pro-rated for part year service.

- iii. Such teachers who elect to work part-time at less than half-time for an accumulated period in excess of three (3) consecutive ELPI sessions will have their seniority converted to hours.
  - iv. It is understood that such teachers may not combine the provisions of Article 9.02 (a) ii) or (a) iii) and Articles 17.07 and/or 17.08 to avoid pro-rating seniority.
- a. Seniority for all other Second Language Teachers will be defined as amount of service measured in hours.
- c. Seniority continues to accrue while on approved leaves of absence defined under Article 17 for a maximum period of twelve (12) consecutive months.
  - d. Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff {see Article 26.05 (d)}, absence without leave for more than three (3) consecutive work days, an acceptance by the employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months.

## **Article 10 - COMPLAINTS AND GRIEVANCES**

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

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

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

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

### **10.03 Policy Grievance**

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

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

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

### **10.05 Carrying out Duties**



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

## 10.06 Grievance Procedure

The supervisor and employee are encouraged to resolve complaints informally. An employee should initiate discussion with their supervisor within ten (10) working days of the employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. The supervisor or employee may request assistance from others, including Human Resources and the Union. Any informal resolution of a

### 10.06 continued

complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

#### Step I

a. Where a complaint is not resolved informally within five (5) days after an informal attempt has been initiated, and the employee decides to grieve, the employee will immediately submit the complaint to the Union. If the Union decides to proceed with a grievance, the grievance will be stated in writing and will be submitted to the Department Chair (or equivalent) with a copy to the Supervisor and Human Resources within five (5) working days of receipt of the employees complaint. The written grievance will provide:

- i) A description of the grievance and the incident(s) from which the grievance arose.
- ii) The suggested remedy.

(b) The Department Chair (or equivalent) will meet with the employee within five (5) working days. The employee may be accompanied by his/her Steward or another Union representative. The Department Chair may be accompanied by another representative of the University .

(c) After receipt of a written grievance, the Department Chair will have a maximum of five (5) working days in which to present a written reply (via Human Resources) to the Union with a copy to the Grievor(s). Failing settlement, the grievance will proceed to the next step within a maximum of five (5) working days of the Department Chair's reply.

#### Step II

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

### **10.07 Time Limits**

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

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

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

### **10.09 Priorities**

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

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

The University will provide an appropriate room for grievance meetings.

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

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

## **Article 11 - ARBITRATION**

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

A single Arbitrator will be appointed by mutual agreement of the Parties within 10 days of notice by the Union under Step II of the grievance procedure, and will hear any unresolved grievance as soon as possible.

### **11.02 Failure to Appoint**

Should the Parties fail to agree on an Arbitrator, either party may request the Minister of Labour of the Province of British Columbia to appoint one.

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

Within twenty (20) working days following a hearing, the Arbitrator will report the decision on the grievance. Where the parties mutually agree, they may request an oral decision immediately following the hearing with written reasons to follow. The decision of the Arbitrator will be final, binding, and enforceable on all parties. The Arbitrator will not have the power to change this Agreement or alter,

modify or amend any of its provisions.

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

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for a clarification of the decision, which will be done within five (5) working days.

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

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

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

Whenever a stipulated time is mentioned in the procedure above, it may be extended by mutual consent of the parties.

### **Article 12 - PICKET LINES**

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

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

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

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

### **Article 13 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES**

(Note: implementation of this Article will take effect September 1, 1999)

#### **Component I**

##### **13.01 Postings**

- a. Each academic department will normally post (in the department) vacant University-funded academic, research, or scientific assistantships, laboratory instructor, and other bargaining unit Specialist Instructional positions which are designated primarily for students, twelve (12) weeks in advance. Non-academic departments will post positions for vacant Specialist Instructional positions open to competition for a minimum of seven (7) calendar days.

## 13.01- continued

- a. Positions designated primarily for students will contain the statement: "Priority will first be given to graduate (or undergraduate) students enrolled in the department's graduate (or undergraduate) program, in accordance with the department's Appointment Priority Policy." The department's Appointment Priority Policy must also be posted, and a copy sent to Human Resources and the Union.
- b. Normally, the stated deadline for application to positions in academic departments will be four (4) weeks prior to the commencement of the term. In the event of unanticipated funding or enrollment changes, or, where an applicant has registered late for an academic degree program with good reason, this deadline may be waived. Late applicants will lose their priority ranking under the department's Appointment Priority Policy. The deadline for all other competitions will be the closing date on the posting.
- c. Where a department has included the opportunity of a Specialist Instructional Assistantship (which may be conditional) in an offer of admission to a graduate program, the department will not post these positions but will include an application form in its offer of admission, to provide an opportunity for new graduate student applicants to express a preference.
- d. Departments may fill vacant positions with casual employees while the positions are being posted. A position need not be posted where it is required for less than one (1) month. Where practical, additional hours of work will first be offered to employees within the department who have indicated their availability for extra work. Offers will be made in rotational order of the department's Appointment Priority Policy, subject to the selection criteria in Article 13.02(b).
- f. All postings shall indicate the approximate number of positions available, and will outline the classification, a summary of the duties and responsibilities of the position, the education and experience required (including any other criteria in accordance with Article 13.02(b), the hourly rate, the maximum or average weekly hours of work, the total number of hours for the appointment, and the anticipated starting and completion date of the appointment. Space will be provided for applicants to indicate preferences where more than one position is available. Similar positions may be combined in one posting.
- g. The application form will specify the anticipated date by which employment decisions will be made, and that an application does not ensure employment. Every effort should be made to finalize appointments prior to the commencement of the academic term.
- h. The application form will identify the position(s) as CUPE 4163, Specialist Instructional, and will contain the following statement: "The University of Victoria is an equity employer and encourages applications from women, persons with disabilities, visible minorities, and aboriginal persons."

## 13.01 - continued

- a. Positions which are posted prior to confirmation of the operating budget or confirmation of course sections will be posted as "subject to funding availability and/or course cancellation".

**13.02 Appointment Procedures**

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

- a. In accordance with the department's Appointment Priority Policy, employment will first be offered to graduate students in their academic department, including any graduate students with conditional offers of employment included in an offer of Admission.

- b. Selection criteria for all positions will include the qualifications and ability of the candidate(s) based on academic merit and related experience, the career and/or pedagogical value that the experience in a particular position will provide the student, the student's preferences, and other sources of graduate student financial support being received.
- c. Where two or more employees are tied within an appointment priority category (e.g. 1st year graduate students), and where all other hiring factors considered under Article 13.02 (b) are equal, seniority will be the tie-breaker. If seniority dates are tied, the last four digits of the employee number will be used as a tie-breaker.
- d. Selection decisions will be the responsibility of the Department Chair or designate, and where applicable, in consultation with the supervisor of the position.
- e. In the event a student will be employed in a comparable appointment as a non-bargaining unit grant funded Research Assistant (or other grant funded position), or where a student will be receiving a major external grant or fellowship, appointment priority will be adjusted in accordance with the Appointment Priority Policy guidelines unless mutually agreed otherwise by the parties.
- f. Graduate students who complete one year in a Masters program and transfer to a Ph.D. in their second year will be considered to be in their second year of a Ph.D. program for the purposes of assigning priority.
- g. Hiring priority will be extended to graduate students in inter-disciplinary programs in accordance with their home department's Appointment Priority Policy.
- h. Where all available graduate students have been hired and positions remain unfilled that were designated for graduate student employment, departments will first reappoint in order of seniority, employees with prior service in those position(s) in that department, before hiring new employees.

#### 13.02 - continued

- a. Positions that are not designated by a department for graduate student employment will be filled first by reappointment in order of seniority, by employees with prior service in those position(s) in that department, before hiring new employees.

#### 13.03 Probation - Component I

- a. Employees who are registered in an academic degree program will be on probation during their first and second terms of appointment to positions of at least ten weeks duration.
- b. All other employees will be on probation during the first two terms of appointment, in positions of at least twelve (12) weeks duration.
- c. No employee will remain on probation for a period greater than twenty-eight (28) weeks of work without a break of more than twelve (12) months, unless probation is extended by mutual agreement of the parties.
- d. Employees who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours notice or pay in lieu of notice.

#### Component II

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

- a. All vacancies of more than one month duration (not filled through the Reappointment Process outlined below) shall normally be posted for at least ten (10) working days.
- b. The department may fill a position without a posting, provided that there are no employees available on the Reappointment Priority List (see below) and where undue delay may force cancellation of a program.
- c. Copies of all postings shall be sent to the Union. Postings will include the job classification, a summary of the duties and responsibilities of the position, the education and experience required, the hourly rate, the hours of work, and the anticipated starting and completion date of the appointment. In addition, a statement will be included to advise applicants that the University of Victoria is an equity employer, and encourages applications from women, persons with disabilities, visible minorities, and aboriginal persons.
- d. Normally, new appointments shall be confirmed in writing to the successful applicant in advance of the commencement of the course(s). New appointments may be cancelled within the first two (2) weeks of each term if enrollment is insufficient. After the first two (2) weeks, any termination of an appointment will be implemented in accordance with the layoff and/or termination procedures in Article 26.

### 13.05 Reappointment of Second Language Teachers

- a. Employees with seniority will be placed on a Reappointment Priority List. This list will be posted in the English Language Centre and will be copied to the Union.
- b. Employees appointed to one-year terms will have priority for reappointment to subsequent available one year term positions based on seniority and required qualifications.
- c. All other employees with seniority will have priority for reappointment to one year terms when they become available and/or to terms of less than one year, based on seniority and required qualifications.
- d. Normally, reappointments will be confirmed in writing to the employee in advance of the commencement of term. Reappointments may be cancelled within the first two weeks of each term if enrollment is insufficient. In such cases, the affected employee's seniority will be credited with service equivalent to the term that would have been worked, unless other employment of equal or longer duration is offered to compensate for the cancelled appointment. After the first two weeks, any termination of an appointment will be implemented in accordance with the layoff and/or termination procedures in Article 26.

### 13.06 Probation - Component II

- a. All Second Language Teachers appointed to positions will be on probation until they have completed twenty-six (26) weeks of time worked or nine hundred (900) hours worked, whichever is greater.
- b. Notwithstanding the above, those teachers appointed to other than one-year term positions who reach the second anniversary from the date of their initial appointment and who have accrued seven-hundred (700) hours of time worked will be considered to have successfully completed their probation. Those employees hired to other than one-year term positions who have not accrued seven-hundred (700) hours of time worked by their second anniversary will remain on probation for such further period as mutually agreed by the parties.
- c. The above probation periods may be extended or reduced by mutual agreement of the parties.
- d. Second Language Teachers who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours notice or pay in lieu of notice.

## **Article 14 - HOURS OF WORK, SCHEDULING, RESCHEDULING**

### **Component I**

#### **14.01 Work Week**

- a. The normal work week for a full-time appointment will average thirty-five (35) hours over the term of appointment.
- b. Employees registered in an academic degree program will normally be limited to a maximum of fourteen (14) hours of work per week on average over the term of appointment.
- c. Employees registered in an academic degree program will not be required to work in excess of twenty-one (21) hours in a given work week (excluding self-scheduled work) without their agreement. The Union must be notified in such cases.
  - (d) Scheduled work (excluding self-scheduled work) in excess of forty (40) hours in a week will be considered overtime.

#### **14.02 Work Schedule and Review**

- a. The work schedule (days and times) must be defined in writing (on a form to be provided by Human Resources) and a copy maintained by both the employee and supervisor, at the beginning of the term. The employee and supervisor have a joint responsibility to monitor the work schedule and adjust it where required, subject to the limitations in this Article, and subject to the right to appeal under Article 14.02(c).
- b. At or about the mid-point of the academic term, the employee and supervisor will review the work schedule to ensure that the required duties are consistent with the schedule defined above and that they may be completed within the schedule. This review will be documented on the form provided.
- c. If any problem arises that cannot be resolved by the employee and supervisor, the Department Chair and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution.

#### **14.03 Breaks**

- a. Employees who are teaching without interruption for more than two (2) consecutive hours will be entitled to a twenty (20) minute paid break every two (2) hours. This clause does not apply to laboratory classes, in which breaks will be scheduled at a mutually agreed time.
- b. Employees not covered by 14.03 (a) who work a full-time shift will be permitted a fifteen (15) minute paid break from work both during the first and second half of a shift. Employees working a part-time shift of three and one half (3.5) hours or more will be entitled to one fifteen (15) minute break during the shift.

#### **14.03 - continued**

- a. Employees will be entitled to an unpaid meal break of at least one half (1/2) hour during any shift of more

than five (5) hours.

#### 14.04 Limits on Split Shifts

- a. Within any twenty-four (24) hour period, the University will not require an employee's scheduled duties to span a period of more than nine (9) hours (including a meal break) without his/her agreement. Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of this clause.
- b. Due to the nature of the work, Cultural Assistants and employees participating in department field trips will be subject to different conditions which are outlined in a Letter of Understanding #6 in Appendix B of this Collective Agreement.

#### 14.05 Maximum Daily Hours

- a. Subject to Article 14.01(a), the University will endeavor not to require a full-time employee to perform teaching or other duties amounting to more than eight (8) hours per day.
- b. Subject to the other provisions of Article 14, the University will not require any employee registered in an academic degree program to perform teaching or other duties amounting to more than eight (8) hours per day (on average over the term of appointment) without his/her agreement.
- c. Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of Article 14.05 (a) and (b).

#### 14.06 Conflict with Employee's Academic Schedule

The University will make every reasonable effort not to schedule or reschedule work in such a way that it conflicts with scheduled course work where an employee is registered in an academic degree program. Where a conflict exists between a scheduled oral defense or an examination and scheduled work, the University will resolve the conflict in a manner least disruptive to the employee and the University.

### Component II

14.07 The standard work week for full-time Second Language Teachers in the English Language Centre is thirty-eight and one-half (38.5) hours, Monday to Friday. Teaching days may vary by program. Any temporary deviation from this standard (e.g. to work special assignments, to vary teaching assignments) will be by mutual agreement of the parties.

The standard work week for full-time Second Language Teachers in other programs within the Division of Continuing Studies is thirty-five (35) hours, Monday to Friday.

14.07 - continued

Scheduled work hours and breaks are addressed in a Letter of Understanding #5 in Appendix B of this Collective Agreement.

### Article 15 - TECHNOLOGICAL and/or ORGANIZATIONAL CHANGE

#### 15.01 Definition/Notice



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

### **15.02 Consultation**

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

### **15.03 Change Which Affects a Small Number of Employees**

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

## **Article 16 - HOLIDAYS, VACATIONS, AND BENEFITS**

### **16.01 Statutory Holidays**

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

New Year's Day Labour Day

Good Friday Thanksgiving Day

Easter Monday Remembrance Day

Victoria Day Christmas Day

Canada Day Boxing Day

BC Day

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

16.01 - continued

(b) Employees may request time off for religious observance for a day which is not provided by statute, and the University will take reasonable measures to accommodate such requests in accordance with University Policy 1525 on Accommodation for Employees on Days for Religious Observance.

### **16.02 Vacations**

Component I

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

Component II

- a. Second Language Teachers appointed to one (1) year terms to teach full-time in at least three (3) twelve (12) week (or more) programs, (or Second Language Teachers commencing the fourth (4th) successive twelve (12) week full-time appointment within a thirteen (13) month period) will be eligible for fifteen (15) days vacation at the commencement of their second one (1) year term (or at the commencement of their fourth (4th) successive term). Such employees will receive one (1) additional working day per year of vacation in the fifth (5th) through seventh (7th) calendar year of service; in the eighth (8th) calendar year of service, twenty (20) working days plus one (1) additional working day per subsequent calendar year of service to a maximum of five (5) such additional days. The above entitlements will be prorated if employment is less than twelve (12) months and/or less than thirty-eight and one-half (38.5) hours per week.
- b. All other appointments: 4% vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full- time vacation entitlement of two weeks.

**16.03 Group Benefit Plans**

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

**16.04 Staff Pension Plan**Component I

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

Component II

- a. Second Language Teachers appointed to one (1) year terms to teach in at least three (3), twelve (12 week) (or more) programs (or Second Language Teachers commencing the fourth (4th) successive twelve (12) week full-time appointment within a thirteen (13) month period) will be considered eligible for participation in the staff Pension Plan at the commencement of their second (2nd) one (1) year term (or

their fourth {4th} successive term).

## **Contributions**

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

### **16.05 Basic Group Life Insurance Plan**

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

### **16.06 Optional Group Life Insurance Plan**

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

### **16.07 Medical Services and Extended Health Benefit Plans**

#### Component I

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

#### Component II

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

### **16.08 Dental Plan**

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

### **16.09 Premiums**

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

## **Article 17 - LEAVE**

### **17.01 Leave Provisions**

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

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

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

#### **17.03 Compassionate Leave**

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

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

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

#### **17.05 Pregnancy/Parental Leave**

- a. In case of pregnancy or adoption, employees will be granted leave of absence without pay in accordance with the Pregnancy and/or Parental Leave provisions of the Employment Standards Act of British Columbia.
- b. Upon return from leave, employees will be placed in their original positions or, if such placement is not possible, in a comparable placement. It is understood that any such placement is not intended to create employment for which the employee would not have otherwise been eligible under Article 13.

#### **17.06 Sick Leave**

An employee who is prevented by sickness or injury not covered by Workers' Compensation, from

performing his/her normal assigned duties is, subject to providing a certificate from a qualified medical practitioner to the University on request, entitled to sick leave under the following terms:

- a. Based on one and one-quarter days per month of full-time service, provided the appointment is for a minimum of three (3) consecutive months and half-time or more. Part-time appointees who qualify as above shall be entitled to sick leave credits on a pro-rated basis. Employees who are reappointed may carry forward any accumulated sick leave up to a maximum of one hundred and thirty (130) days.
- b. Employees will turn over or cause to be turned over to the University any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party as a result of a claim for lost wages, where employees have used their sick benefit as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood that the amount an employee is required to repay to the University for a claim of lost wages will be net of verified expenses incurred by the employee to recover that claim.

#### 17.06 - continued

- a. A physician's certificate may be required by the University at any time in case of illness. Requests for physician's certificates for illnesses of less than five (5) days require the approval of the Executive Director of Human Resources (or designate). Such approval will only be granted where it is established that sick leave use is excessive and/or there is reasonable cause to suspect abuse of sick leave benefits. On submission of a physician's receipt, the University will reimburse the employee for the fee, if any, levied by a physician for providing such a certificate required by the University, for an absence of five (5) days or more.
- b. Employees in appointments of less than three (3) consecutive months and/or of less than half-time who become ill, may with the approval of their supervisor, arrange to exchange with another employee, or, may make up lost time, as an alternative to payroll deduction. Approval will not be unreasonably withheld. This may be limited to no more than five (5) working days each academic term.

#### 17.07 Long Term Leave Without Pay

- a. Employees who are registered in an academic degree program and who are approved for a leave of absence from employment for a period not to exceed one year, will not jeopardize their consideration for reappointment under Article 13, assuming the employees are eligible for reappointment and confirm their availability for reappointment within eight (8) weeks of the commencement of the academic term when they will return.
- b. All other employees who are approved for leave of absence will not jeopardize their consideration for reappointment under Article 13, assuming the employees are eligible for reappointment and confirm their availability for reappointment within eight (8) weeks of the commencement of the term when they will return.
- a. Applications for long term leave of absence must be made in writing, including a proposed return to work date, normally at least four (4) weeks in advance. Subject to operational considerations, such applications will not be unreasonably denied.

#### 17.08 Session Out for Second Language Teachers - Component II

- a. Second Language Teachers appointed to one (1) year terms may apply for a session (twelve {12} or more weeks) out without pay, without loss of seniority or reappointment rights under Article 13.
- b. Teachers must normally apply in writing for a session out at least four (4) weeks in advance, stating the reasons for the leave. The manager will normally respond within two (2) weeks of receipt of the application. Subject to operational considerations, such applications will not be unreasonably denied.

#### 17.08 - continued

- a. Where operational constraints limit the number of leaves available to teachers with one (1) year term appointments, as a general rule, applications for a session out under Article 17.08 will take precedence over applications under Article 17.07, unless the leave requested under Article 17.07 is for bona fide medical reasons. Where a conflict arises, the parties will consult and find a mutually agreeable resolution.

### **Article 18 - JOB CLASSIFICATIONS**

#### **18.01 Job Classification Descriptions**

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

### **Article 19 - HEALTH AND SAFETY**

#### **19.01 Cooperation on Safety**

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

#### **19.02 Safety Committee**

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

#### **19.03 Proper Training**

- a. No employee will be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction. Such safety training and instruction will be scheduled as time worked.

#### 19.03 - continued

- a. The University will provide First Aid coverage in accordance with Workers' Compensation Board regulations. Employees will be informed of the procedures for obtaining emergency first aid.

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

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

#### 19.05 **Work Hazards**

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

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

Employees who believe their work situation is unsafe will immediately notify their supervisor. The supervisor will immediately notify the Manager of Occupational Health and Safety and the Director of Human Resources. The employees may refuse to work in the situation until the safety problem has been corrected by the University, or until an investigation has determined that the situation is safe. Any investigation will be initiated by the Director of Human Resources and conducted by a committee of two (2) Union and two (2) University appointees. If it is the unanimous opinion of the investigating committee members that the work situation is safe, the employees will return to their normal work duties. Employees may be assigned alternate work during the investigation.

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

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

### **Article 20 - GENERAL CONDITIONS**

#### **20.01 Facilities**

Where applicable, and consistent with the facilities available to departments, the University will provide employees with an appropriate place for holding consultations with their students. The University will provide the required equipment, supplies, academic text(s) and facilities that, in the judgement of the

University, are necessary for the performance of the employee's duties which have been assigned under the provisions of Article 13. Such facilities will include access to an existing University telephone for work related use.

#### **20.02 Mailbox**

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

#### **20.03 Record of Employment**

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

### **Article 21 - CORRESPONDENCE**

#### **21.01 Procedures**

All correspondence between the parties, arising out of this Agreement or incidental thereto, will pass to and from the Executive Director of Human Resources of the University or his/her designates and the Business Agent of the Union or his/her designates. When designates correspond, copies of such correspondence will be sent to the Executive Director of Human Resources of the University and to the Secretary of the Union.

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

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

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

#### **22.01 Employee Files**

- a. An employment file for each appointed employee will be maintained in each Department, School, or Faculty where a member of the bargaining unit is employed, and in a central personnel file in the Human Resources department. The employment file will be separate from any file on the academic record of the

#### **22.01 - continued**

employee as a student. The Department employment file will include applications for positions, and performance reviews. Both the Department and Human Resources files will include any written records of discipline (including the employee's response, if any), and any correspondence with the employee or other documents relating to the employment relationship.

- a. An employee will have the right to inspect his/her employment files in either the Department and/or Human Resources upon three (3) working days written notice to the Department Chair and/or the Executive Director of Human Resources (or designates). At the request of the employee, copies of any material in the employee's file will be provided at the employee's expense. In addition, the employee will



have the right to respond to any document contained therein. Such reply will become part of the employee's file.

## **22.02 Performance Review**

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

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

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

## **Article 23 - INDEMNITY**

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

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

### **24.01 Schedules**

All employees will be paid in accordance with the wage and classification schedules set out in Schedule I (for Component I) and Schedule II (for Component II).

### **24.02 Deductions**

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

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

The University provides reimbursement to employees who have been authorized to use their personal

vehicle for University business in accordance with Policies 5700 (Automobile Insurance) and 5800 (Travel Policy) which are accessible on the Internet.

## **Article 25 - TRAINING**

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

## **Article 26 - TERMINATION AND LAYOFF**

### **Component I**

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

- a. Employees who are appointed to a term of at least ten (10) weeks will be entitled to two (2) weeks' notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term. Employees who are appointed to a term of less than ten (10) weeks but more than four (4) weeks will be entitled to one (1) week's notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term.
- b. Layoffs will be implemented within departments in reverse order of appointment preference as stated in the department Appointment Priority Policy (see Article 13).
- c. Where two or more employees are tied within an Appointment Priority Level and where all other selection criteria considered under Article 13.02 (b) are equal, seniority will be the tie-breaker. If seniority dates are tied, the last four (4) digits of the employee numbers will be used as a tie-breaker (the higher numerical value determining the senior employee).

#### 26.01 - continued

- a. Employees who are laid off will, where it is to their advantage, and for the next term of appointment to positions designated for students, be considered within the appointment priority category in which they were designated at the time of the layoff, in accordance with the Appointment Priority Policy in effect at the time of layoff.
- b. The calculation of pay in lieu of notice will be based on the average weekly hours to be worked over the term of employment.

#### **26.02 Layoff Of Employees In Positions That Are Not Designated For Students**

- a. Employees who are appointed to a term of appointment of at least twelve (12) weeks, will, after having worked the first two (2) weeks of the term, be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu. Employees who are appointed to a term of less than twelve (12) weeks but more than four (4) weeks will be entitled to one (1) week's notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two weeks of their term.
- b. Layoff of employees within a department will be in reverse order of seniority within job classification

provided employees possess the qualifications and ability to perform the work, and subject to Article 26.02 (c) and (d) below.

- c. Part-time employees who are laid off may not displace employees appointed in a position with a greater Full-Time Equivalency.
- d. For greater clarity, employees who are registered in an academic degree program and who were appointed under an Appointment Priority Policy (Article 13), are not subject to displacement by employees laid off from positions not designated for students.

### 26.03 Recall Period

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

## Component II

### 26.04 Appointments Cancelled During First Two Weeks Of Sessions Where Second Language Teachers Have Commenced Work

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

### 26.05 Layoff Following First Two weeks Of Session

- a. Second Language Teachers who are appointed to a term of appointment of at least twelve (12) weeks, will be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu after having worked the first two

- (2) weeks of a session. After three (3) consecutive years of service, such employees will be entitled to three (3) weeks notice, with one (1) additional week of notice for each subsequent year of completed service (full-time or part-time) up to a maximum of ten (10) weeks' notice (or pay in lieu), or the amount of notice to the end of the term, whichever is less.
- b. All other Second Language Teachers who are appointed to a term of appointment of less than twelve (12) weeks will be entitled to two (2) weeks' notice of layoff, or pay in lieu, after having worked the first two (2) weeks of a session.
- c. Second Language Teachers who are appointed to a term of appointment of less than twelve (12) weeks may only displace another teacher appointed to another program, if that other program has not yet commenced and the displaced teacher has less seniority.
- d. Recall will be made by written notice of recall delivered by registered mail or courier to the Second Language Teachers' current address. Teachers will be responsible for notifying their department heads of their current address. If

#### 26.05 continued

teachers fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the teachers' control.

#### 26.06 Severance Pay:

Where any Second Language Teachers with seniority under Article 9.02(a) are not reappointed in accordance with Article 13 or recalled from layoff under Article 26, for a period of twelve (12) consecutive months, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may at its discretion and with the Union's agreement, pay severance on the basis of one (1) week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

### Article 27 - TERM OF AGREEMENT

#### 27.01 Term of Agreement

This Agreement will be binding and remain in full force from the first day of September 1998, to the thirty-first day of August 2003, and will continue in force for that period of time required by any applicable Statute of the Province of British Columbia governing collective bargaining.

Signing Page

Salary Schedules

Salary Schedule

Salary Schedule

### Appendix A

#### Appointment Priority Policy for Specialist Instructional (CUPE 4163) Positions

##### Appointment Priority Policy - A

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

##### Appointment Priority Policy - Variance 1

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

##### Appointment Priority Policy - B

<b>Priority Group</b>	<b>Level</b>
Any qualified student within the (Academic) department	1

Any qualified student at the University	2
Others/non-students	3

### Interpretations and Guidelines:

- Year means the measure of time since the date of enrollment in a graduate degree program at the University of Victoria.
  - Students are defined to be students registered in an academic degree program at the University of Victoria.
- Selection within priority groups will be made on the basis of the following criteria (see Article 13.02(b) of CUPE 4163 Collective Agreement):
  - qualifications and ability, based on academic merit and experience;
  - the career and /or pedagogical value the experience in a particular position will provide the student;
    - the student's preferences;
    - and other sources of Graduate student financial support being received.
- The department will give due and thorough consideration to each of these criteria in making its selection decisions.
- Where two or more employees are tied within a priority group, and where all other factors above are considered equal (on balance), seniority will be the tie-breaker {see Article 13.02 c)}.
- Upon request, reasons for non-appointment will be given in writing, with copies to the Union, to priority level candidates who are not offered an appointment as well as to applicants who are bargaining unit members and who are not offered an appointment.
- In the event a student will be employed in a comparable appointment as a non bargaining unit grant funded Research Assistant (or other grant funded position), or where a student will be receiving a major external grant or fellowship, appointment priority will be adjusted to level 4 in **Policy A**, or to level 3 in **Variance 1**, unless mutually agreed otherwise by the parties.
  - Academic departments with graduate programs which employ bargaining unit employees to support undergraduate programs will follow **Appointment Priority Policy A** unless noted below, or unless a variance is mutually agreed by the University and the Union in accordance with the Letter of Understanding: Re Article 13.
  - The current practice will continue such that employees in level I of Appointment Priority Policy A will be

offered a similar term of appointment to that received in the previous year, before such appointments are offered in a lower priority level, subject to mutual agreement otherwise.

- Administrative Departments or Academic Departments that do not have an existing graduate program (e.g. Faculty of Law) will follow **Appointment Priority Policy B**.

- The following departments will follow Variance 1 above:

Political Science

Anthropology

Economics

Electrical and Computer Engineering

Mechanical Engineering

English

History

French

Faculty of Education

Faculty of Human and Social Development

(The School of Public Administration will follow Policy B)

School of Music

- Departments will continue to appoint to terms (for bargaining unit Specialist Instructional Academic, Research, or Scientific Assistantship or Laboratory Instructor positions) according to past practice, subject to Article 15. A term of appointment will, for employees registered in an academic degree program, normally be not more than 196 hours nor less than 98 hours over a period of one academic term (eg Fall Term, Winter Term). Where operational requirements and/or budgets limit the hours available in positions, an appointment may be offered with a minimum of 49 hours per term. Departments with requirements for less than 49 hours per term may hire casually in accordance with Article 13.01(e).

**APPENDIX B - LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING #1**

**Re: Work of the Bargaining Unit**

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

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163



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Mike Dumler, CUPE Representative

## **LETTER OF UNDERSTANDING #2**

### **Re: Guidelines for Processing Complaints under the University Harassment Policy**

The University Harassment Policy is accessible to all members of the University Community and the Office for the Prevention of Discrimination and Harassment is available to all employees in the bargaining unit.

Section 19 of the University Harassment Policy provides that "nothing in the {Harassment Policy} procedures bars {employees} from claiming their rights under other procedures whether available at law, under a collective agreement, or pursuant to other University policies". Furthermore, "the application of these (Harassment Policy) procedures may be modified in specific instances, as is reasonably necessary, by the terms of existing University employment policies and collective agreements".

For greater clarity, the parties agree to the following guidelines in the event of a harassment complaint affecting any employee in the bargaining unit:

- an employee will be informed by the Harassment Office that Union representation is available at the informal stage of the complaint process;
- where an employee has submitted a complaint, the employee must notify the Union and be represented by the

Union if the employee elects to proceed with a complaint to the completion of the investigation stage (Section 10) under the Harassment Policy;

- where an employee wishes to pursue a complaint of harassment beyond the informal or investigation stage of Section 10 of the Harassment Policy, the Union will process the complaint as a formal grievance under Article 10 of the Collective Agreement;
- 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;
- these guidelines may be modified as circumstances warrant by written agreement of the parties and the employee (s) involved in any complaint.

Signed this 22nd day of February 1999.

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

**LETTER OF UNDERSTANDING #3**

**Re: Article 13, Appointment Procedures for Component I**

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

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

The University and the Union will, upon request of either Party, establish a sub-committee of the Labour Management Committee. The purpose of such a committee would be to discuss and by mutual agreement make timely recommendations that would

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

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

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

Mike Dumler, CUPE Representative

## **LETTER OF UNDERSTANDING #4**

### **Re: Interpretation of Article 14.02**

#### **Component I**

It is the intent of the University to provide employees, particularly those registered in an academic degree program, with the flexibility to manage both their academic and employment responsibilities, by minimizing the times that the work schedule is fixed. This implies that the supervisor must clearly identify the job expectations and deadlines. The employee must ensure that the work that is self-scheduled (within the provisions of Article 14) is performed within stated deadlines, and that any unanticipated problems regarding the work schedule and/or deadlines are communicated to the supervisor in a timely way.

It is understood that the work schedule (particularly self-scheduled time), is only an approximation of the time required for completing the assigned duties, since the actual hours may be affected greatly by differences in the expertise and experience of the employee and even by the differences in style and approach to aspects of the work.

If, however, a supervisor proposes to add duties to the previously approved workload that will result in more hours worked requiring additional compensation, these hours must be mutually agreed upon by the employee and the supervisor, and approved by a higher level of authority in advance.

It is in the interest of both the supervisor and the employee to complete a mid-term review of the work schedule in order to identify any unanticipated problems in the work schedule. If the hours worked during the first half of the term are at variance with the approved schedule, then the schedule for the second half of the term should be adjusted accordingly.

Failure to complete the mid-term review may prejudice any claim that the schedule exceeded the total authorized hours to be worked during the term of appointment, and the hours worked in the first half of the term will be assumed to have been worked as scheduled.

If the work schedule can be monitored in a pragmatic manner, mid-term reviews of work schedules may be waived by mutual agreement for terms of appointment of less than eight (8) weeks.

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

### **LETTER OF UNDERSTANDING #5**

#### **Re: Second Language Teachers' Work Schedules and Breaks**

The University and the Union agree that the current practices in effect will be maintained during the term of this agreement unless bona fide operational reasons arise which the University believes warrant a change. In such event the University will advise the Union of any proposed changes and the reasons. The Union undertakes that it will not

unreasonably deny agreement to proposed changes.

For greater clarity, the current practices in effect for work schedules include the following:

### **ELPI**

An ELPI program term normally comprises 12.6 weeks (inclusive of any statutory holidays that may fall within a term). Full-time teachers instruct for eighteen (18) contact hours per week, Monday to Thursday, either in an AM block from 8:30 to 1:00 PM, or a PM block from 1:00 PM to 5:30 PM. There is a fifteen (15) minute break at the end of each of the two (2) classes in a teaching day (AM or PM). The remaining hours (other than contact hours) include associated duties as outlined in the classification description.

### **All Other ELC Programs**

Teachers instruct for twenty (20) contact hours per week, Monday to Friday. There is a twenty (20) minute break between classes at the midpoint of the teaching day (AM or PM). The remaining hours (other than contact hours) include associated duties as outlined in the classification description.

### **Other Programs**

Full-time Second Language Teachers in other programs within Continuing Studies instruct for twenty (20) contact hours per week, Monday to Friday. There is a twenty (20) minute break between classes at the midpoint of the teaching day. The remaining hours (other than contact hours) include associated duties as outlined in the classification description.

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

## **LETTER OF UNDERSTANDING #6**

**Re: Cultural Assistants (Monitors) and Field Trips**

The University and the Union recognize that the nature of the work for employees in Continuing Studies (Cultural Assistants (Monitors) and in departments conducting field trips, requires that they work intermittently throughout the day and/or evening in order to carry out their responsibilities.

The University undertakes to ensure that employees are provided sufficient breaks during the work period and that they are scheduled a minimum of ten (10) consecutive hours of rest during any 24 hour period.

Cultural Assistants may be scheduled to work on Statutory Holidays during which programs are operating. They will be compensated in accordance with the Employment Standards Act.

In the application of Article 14.01(d) only the hours spent performing the actual duties of the position will be counted towards the work week, and overtime will be considered to be time in excess of the total hours to be worked over the term of appointment. It is intended that overtime will only be authorized in rare circumstances, in order to maintain the viability of programs.

Due to the short term nature of Cultural Assistant Appointments, the requirement to conduct a formal mid-term review of the work schedule under Article 14.02 may be waived by mutual agreement.

Cultural Assistants will be compensated for scheduled hours of workshop preparation as part of the thirty-five (35) hour work week.

Cultural Assistants will be on probation for the lesser of two (2) terms of appointment or fourteen (14) weeks of work. In no case will Cultural Assistants remain on probation for more than fourteen (14) weeks (without a break in service of more than twelve (12) months), unless probation is extended by mutual agreement. Cultural Assistants who are assessed

as unsuitable may be released from employment with 48 hours notice or pay in lieu of notice.

Cultural Assistants will accrue seniority in hours by program areas (e.g. ELC, FLP), and will be reappointed by seniority to Cultural Assistant positions in accordance with Article 13.02 (i) (g).

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

### **LETTER OF UNDERSTANDING #7**

#### **Re Article 17.06 (c) - Sick Leave for Employees working in Appointments of less than three months and/or less than half-time.**

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

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

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

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria



Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

## **LETTER OF UNDERSTANDING #8**

### **Re: Procedure for Establishing Initial Job Classification Descriptions**

The parties agree to make their best efforts to complete the process below within three months of signing the Collective Agreement.

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

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

**LETTER OF UNDERSTANDING #9**

**Re: Employee Input**

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

Signed this 22nd day of February 1999

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Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

### **LETTER OF UNDERSTANDING # 10**

#### **Re: Long Service Employees in Component I**

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

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

Effective January 1, 1999, non-student employees except those identified in this Letter of Understanding (or those subsequently added by mutual agreement), shall be limited to a maximum period of two (2) years of employment (exclusive of any prior employment as a student).

The parties recognize that historically there are a number of non-student employees in Component I who have been reappointed beyond the period of time generally contemplated by pre-existing policy. In recognition of their longer service, for the duration of the Collective Agreement, the following employees will be entitled to the provisions outlined below:

	SENIORITY
<u>NAME</u>	<u>DATE</u>
BRIGHT, PATRICIA G	1/9/87
DOWN, HEATHER M	1/4/88
LISSON, PAUL A	1/1/89

MACKEY, SUSAN D	1/1/89
COSTANZO, BRENDA	1/5/89
SCHMID, ALEX	1/9/89
FANNING, GREGORY V	1/10/89
BUTTON, JOYCE A	1/8/90
ROE, GILLIAN M	1/9/91
WHITNEY, EOIN A	9/1/91
POUND, ANNE G A	1/1/92
CURRIE, BARBARA R	12/1/92
* THOMA, MARC E.	1/1/95
* LAING, ROSEMARY F.	1/1/95
* MITCHELL, STEPHEN	1/1/95
* CHAK, BECKY	1/1/95
* CHAN, ELSIE S. F	1/1/95
* CROSSLEY, BYRON	1/1/95

\* denotes employees with four years of service as of January 1, 1999 who will be eligible for the provisions below upon serving five years of unbroken service

### Provisions:

**Vacation:** The vacation entitlements below will be provided to the above named employees in addition to those provided under Article 16.02 (a) {note: entitlements will be prorated if employment is for less than twelve months and/or less than 35 hours per week}:

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

**Accrued Sick Leave:** Each of the above named employees will be credited with seven and one-half (7.5) days sick leave per year of service, prorated for part year service.

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

Signed this 22nd day of February 1999

Eric Gunnarsen, CUPE Local 4163 A Philip Reusing, University of Victoria

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Maia Tsurumi, CUPE Local 4163

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Mike Dumler, CUPE Representative

Anomoly Salary Schedule

### Appendix C - DEFINITIONS

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

#### 1. Organization and Management Structure

(subject to change in Accordance with Article 15)

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

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

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

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

2. **Academic term(s):** where the agreement refers to or implies an academic term, it will normally be understood to mean a period of approximately four (4) months (e.g. Fall term, or Spring Term). Where an appointment occurs during another academic period with compressed class schedules (e.g. Summer session), work schedules (Article 14), Probation periods (Article 13), Layoff Notice (Article 26) and other relevant time frames within the

agreement may be correspondingly adjusted to be consistent with the intent of the language.

3. **Appointment (or reappointment):** denotes a term of employment in a bargaining unit position, with designated start and end dates (see Article 13).
  
4. **Casual:** In Component I employees who are hired on an hourly basis (ie without appointment) for less than forty-nine (49) hours per term, except where mutually agreed otherwise. In Component II, employees who are hired without appointment, as substitutes on a day to day basis to cover a teachers absence.
  
5. **Employee registered in an academic degree program:** employees in bargaining unit positions who are students at the University of Victoria, registered full-or part-time in an undergraduate or graduate degree program.
  
6. **Full-time** appointments are defined in Article 14.01 and 14.07. **Part-time** appointments are those that are less than full-time (as defined in Article 14).
  
7. **Number and Gender:** The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.
  
8. **Post Doctoral Fellow, Research Associate, Research Fellow** - an individual employed under the direction of, or in collaboration with, a named faculty member(s) to conduct research, and whose salary is paid from an external research grant to the named faculty member(s).
  
9. **Scheduled vs. Unscheduled Work:** employees may be assigned duties that must be completed at specified times (scheduled), while other duties may be performed at the employees' choosing but within stated deadlines (unscheduled or self-scheduled). It is understood that for work to be considered unscheduled, it must be reasonably possible for employees to determine their schedule in a way that meets the required deadline, and is within the bounds of Article 14.
  
10. **Seniority:** as defined in Article 9. **Conversion of Seniority for Component II** Second Language Teachers transferring between short term and long term status {see Article 9.02 (a) and (b)} will be done on the basis of sixteen hundred (1600) hours worked equals one (1) year's service.
  
11. **Applications:** Email applications for employment under Article 13 will be acceptable where technically feasible and where a procedure has been mutually agreed between the University and the Union.

## Appendix D

### Appendix D - Orientation Form

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

**NOTICE OF MEETING**

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

Date:

Time:

Location of Meeting:

**"FOR INFORMATION ONLY"****CUPE LOCAL 4163 AND THE UNIVERSITY OF VICTORIA****PROPOSED BARGAINING PROTOCOL****PREAMBLE**

The Union and the University agree to adopt the following procedures, which together, shall be known as the bargaining Protocol. The purpose of the Bargaining Protocol shall be to facilitate Negotiations for a "First Collective Agreement" between the University of Victoria and CUPE Local 4163.

It is understood and agreed that the Parties, by mutual agreement, may amend the Protocol or any of its provisions as required to facilitate negotiations. Where either Party requests amendment, such request shall not be unreasonably denied.

**PROVISIONS****BARGAINING COMMITTEES**

The Bargaining Committees for the University and the Union shall meet jointly at mutually agreed times and locations. A caucus room shall be arranged so that either party may caucus as required.

For the duration of the bargaining of the first Collective Agreement, each Party's Bargaining Committee will be made up of not more than eight (8) members. The University will provide up to six (6) members of the Union Bargaining Committee release time from their normal duties without loss of pay, when they are required for negotiations. An additional two Union Committee members may be released without loss of pay at the Union's request, and the University will invoice the Union for the salary cost of the additional two Union Committee members. The Parties will schedule bargaining sessions to minimize operational impacts.

The University and the Union shall advise each other of the names of members of their respective committees, staff advisers, and any changes to either.

## **1. COMPONENTS / BARGAINING FORMAT**

Where mutually agreed, the Parties may establish sub-committees of the Bargaining Committees to address proposals which may be appropriate to one or more proposed components of the bargaining unit.

## **2. COMMUNICATIONS**

The Parties agree that communications between the committees shall be through the committee spokespersons or designated spokespersons.

Each Party may report to their respective principals on the status of bargaining throughout the Negotiation process.

Media releases, if any, while negotiations are progressing shall be done jointly. It is understood that if negotiations break off at any point, upon notice to the other party, this provision will cease to apply.

## **3. MEDIATION**

In the likely event negotiations reach an impasse, the parties' agree to make a joint application for mediation.

## **4. BARGAINING PROCEDURE**

Each Bargaining Committee will designate a Spokesperson.

Only the Spokesperson may make or receive offers.

Discussions during bargaining will normally be conducted between the two Spokespersons unless, by mutual agreement, the parties agree to have a without prejudice discussion between both Committees to facilitate bargaining.

Bargaining notes are for the purpose of facilitating recall of discussions only. If an interpretation note is made that is not part of the agreed upon language, both Spokespersons will initial a copy of the note.

The parties will table their initial proposals on May 22, 1998, and will discuss the Union's proposal to define and include Components in the Collective Agreement by June 12, 1998.

Each party will then table any remaining proposals in their entirety by July 3, 1998. No new proposals may be tabled after July 3, 1998 without mutual agreement.

Once an issue or Article is agreed and signed off by the Spokespersons it may not be reopened without mutual agreement.

The Parties agree to use a standard Contract Template, a draft to be provided by the Union (with a diskette). Agreement on the template and its use is on the understanding that the Numbering and Headings are for ease of identifying the Union's proposals and for tracking progress only. The final format and numbering of Articles in the Collective Agreement will be subject to mutual agreement.

The parties agree to use a standard Sign-off Template, a draft to be provided by the Union on the above



referenced diskette. This shall be used to record and sign-off agreements as they are reached on specific provisions. Copies of all sign-off sheets shall be distributed to each member of the University and Union Bargaining Committees.

The Parties agree that once negotiations are completed, a tentative First Collective Agreement shall be prepared based on the sign-off sheets. This agreement shall be proofed and initialed by a representative of each Party and presented to the respective principals for ratification.

**FOR INFORMATION ONLY**

**THE UNIVERSITY OF VICTORIA**

**AND**

**C.U.P.E. LOCAL 4163**

**Signing of Agreed Articles and Contract Provisions During Collective Bargaining**

When an Article or other provision is agreed at collective bargaining a representative(s) of each Party will sign and date the agreed document to indicate that the Negotiation Committees for the Union and the University will recommend ratification of the first collective agreement once agreement has been reached on all of the provisions to be included in the first contract.