

COLLECTIVE AGREEMENT

between the



University of Victoria
Faculty Association

UNIVERSITY OF VICTORIA
Faculty Association
(the Employer)

and the



(the Union)

Effective June 21, 2020 – July 1, 2021

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ARTICLE 1 - PURPOSE AND UNION RECOGNITION

1.1 Purpose

The purpose of this Agreement is to establish an orderly collective bargaining relationship between the University of Victoria Faculty Association and its Employees represented by the Union, so that efficient Employer 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.

1.2 Union Recognition

The University of Victoria Faculty Association (the Employer) recognizes BCUWU (the Union) as the sole and exclusive bargaining agent for all Employees of the UVIC Faculty Association.

1.3 No Other Agreements

No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement. This Collective Agreement overrides all prior written and verbal agreements.

1.4 Recognition Of Representatives

The Union shall notify the Employer of the names and jurisdiction of all union representatives and members of joint committees, and any changes thereto. Union staff and counsel shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

1.5 Employee Attendance at Meetings

Employees who are requested to attend a meeting, the content and/or resolve, of which they believe may affect the terms and conditions of their employment, will have the right to be accompanied by a Union Steward or Representative.

1.6 Union Pins and Materials

Employees may wear official Union pins or buttons and may display official Union posters in their workplace.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Management Rights

The right to manage operations and to direct Employees is retained exclusively by the Employer except as this Collective Agreement otherwise specifies. In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably and in good faith.

ARTICLE 3 - CHECK-OFF OF UNION DUES

3.1 Dues Check-Off-Payment

Because of the unique circumstances that exist at the University of Victoria Payroll and Accounting departments, as they relate to agency staff employees, the Parties agree that members of the bargaining unit be required to pay their own dues directly to the Financial Secretary of the Union. The Employer will

ensure that such dues are collected and remitted as per agreement with the Financial Secretary of the Union.

3.2 T-4 Slips-Dues Receipts

Because of the unique circumstances as set out in Article 3.1 above, the issuing of T-4 Slips to directly account for dues payment is not possible at this time. However, the Financial Secretary of the Union will issue an annual receipt for the dues remitted directly by member of the bargaining unit at years' end.

ARTICLE 4 - UNION INFORMATION

4.1 Union Information

The Employer will provide a binder for each bargaining unit member that will contain up-to-date information as distributed by the Union and such a binder may be kept anywhere at the member's workstation or office. The Union reserves the right to mail, email or fax any and all such information using the worksite as the delivery point.

ARTICLE 5 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY AND PRIVACY

5.1 Discrimination Defined

The Parties agree to abide by the *Human Rights Code* of British Columbia, its spirit, and intent, as it relates to employment of members of the bargaining unit. The Employer and the Union agree that Employees are entitled to a respectful workplace and will not be subject to systemic or personal discrimination, interference, restriction, or coercion exercised or practiced with respect to the 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 the Employee's employment, or by reason of any other prohibited grounds contained in the *British Columbia Human Rights Code*, nor by reason of membership in a trade union.

It is understood that "personnel benefit programs" may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

5.2 Sexual and Personal Harassment & Bullying

The Employer and the Union recognize the right of bargaining unit members to work in an environment free from discrimination and harassment, including sexualized violence. The Parties agree that all Members of the Faculty Association, and all Employees of the Association are subject to the policies and procedures of the University of Victoria's *Discrimination and Harassment Policy and Procedures* (GV0205) and UVic's *Sexualized Violence Prevention and Response Policy* (GV0245). In the case of an official investigation and findings of wrong-doing stemming from an allegation subject to these policies, the procedures followed will be consistent with the policies and relevant collective agreements.

5.3 Employment Equity

- (a) The Employer and the Union hereby acknowledge, recognize and support employment equity. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion.
- (b) It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the Parties.
- (c) The Employer and the Union acknowledge that where preferential hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

5.4 Privacy

The Employer agrees to protect the security of Employee's personal data gathered and maintained by University of Victoria Faculty Association, in accordance with the *Personal Information Protection Act* or other similar applicable legislation.

ARTICLE 6 - JOINT LABOUR RELATIONS COMMITTEE

6.1 Labour Relations Committee

- (a) The Parties shall establish a Joint Labour Relations Committee, composed of no more than two (2) employees, and no more than two (2) representatives of the Employer.
- (b) Where there are more than two (2) employees desiring to serve on the labour relations committee, an election shall be held.
- (c) The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The time and place of meetings shall be at the convenience of both parties. The Committee will be convened at least once per calendar year.
- (d) Employees will have the right at any time to have the assistance of representatives of BCUWU or any other advisors to the Union when dealing or negotiating with the Employer.
- (e) Employees representing the Union will have the right to attend meetings between the Employer and the Union held within working hours without loss of pay.

6.2 Collective Bargaining

- (a) For the purposes of negotiations, the Union bargaining committee will be comprised of no more than two (2) employees. The Employer bargaining committee will not exceed two (2) representatives.
- (b) Employees representing the Union will not suffer loss of wages or benefits for the duration of the collective bargaining process, except in cases of job action.
- (c) Employees representing the Union will have the right to be assisted by a properly appointed or elected official representative of BCUWU.

ARTICLE 7 - DISCIPLINE

7.1 Just and Reasonable Cause

No Employee will be disciplined or dismissed without just and reasonable cause. The burden of proof of just cause lies with the Employer.

7.2 Confidentiality

The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved, except when disclosure of the complaint is required to protect the business interests of the Employer.

7.3 Progressive Discipline

- (a) Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will include a verbal warning, written warnings, suspensions with or without pay prior to discharge.
- (b) At each stage prior to discharge, the Employer will explain the behaviour at issue in detail, outline the standards that are expected, and warn the Employee that failure to improve performance will result in further disciplinary action.
- (c) One written warning is sufficient before possible suspension.
- (d) Suspensions with pay are at the discretion of the Employer and would be implemented during investigation periods where holding an Employee out of service during an investigation is appropriate or in other situations or circumstances where such suspension is deemed appropriate by the Employer.
- (e) No Employee shall be responsible for carrying out disciplinary actions.

7.4 Pre-Discipline Discussions

- (a) Except in cases of gross misconduct, or serious insubordination, where the business interests of the Employer will be jeopardized, there will be no decision to discipline an Employee until the cause for discipline has been discussed with the Employee by the Employer.
- (b) A decision to discipline an Employee beyond a verbal warning shall be made by the named Officers of the Association. A decision to terminate an Employee shall be made by the Executive Committee as a whole. An Employee will be given at least twenty-four (24) hour notice of any meeting which may result in discipline beyond a verbal warning. The Employee will be advised that the Employee has the right to be accompanied by a Union Representative, who will be present if so requested by the Employee.
- (c) In the event of gross misconduct, or serious insubordination, the requirement for twenty-four (24) hour notice may be waived.

7.5 Personnel File

Any disciplinary action taken beyond a verbal warning will be documented and will form part of the Employee's confidential personnel record by the Employer. 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 the Union.

The Employee may also respond in writing, and this response will also be filed in the Employee's confidential personnel record.

7.6 Removal of Discipline

- (a) An Employee may request, in writing, that any formal written record of discipline issued in accordance with Article 7.1 be removed from the Employee's confidential personnel file after eighteen (18) months worked, provided no other disciplinary offense was committed during that period that resulted in a written record of discipline. The Employer shall not unreasonably withhold their consent to comply with this request.
- (b) If an offense was of a serious nature and warranted a lengthy suspension (more than five (5) days), then any request to remove the record from the Employee's file will be considered on the basis of its merits. If the request to remove it has been denied, it may be resubmitted annually.
- (c) In any event, no disciplinary record shall remain on file longer than three (3) calendar years, and if any record is left on file through inadvertence, it cannot be relied upon for the purposes of future progressive discipline.

ARTICLE 8 - SENIORITY

8.1 Seniority Defined

Seniority is defined as length of service from date of hire, where there has been no break in service of more than twelve (12) consecutive months.

- (a) Seniority continues to accrue while on approved leaves of absence defined under Article 18 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, absence without leave for more than five (5) consecutive workdays, 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 9 - COMPLAINTS AND GRIEVANCES

9.1 Definition of a Grievance

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

9.2 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 Employer in the manner provided in the grievance procedure.

9.3 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 Employer has a grievance, such dispute or grievance will be initiated at Step 2 in Article 9.6.

9.4 Recognition of Stewards, Representatives and Grievance Committee

- (a) In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the Employer acknowledges the role of the Union Steward and BCUWU Representatives in the grievance process.
- (b) The Union Steward and Representatives will assist any Employee represented by the Union in preparing and presenting the Employee's grievance in accordance with the grievance procedure.

9.5 Carrying Out Duties

- (a) The Employer agrees that a Union Steward will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions.
- (b) 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 the Employee would otherwise be entitled as a bargaining unit Employee.

9.6 Grievance Procedure

The Employer and Employee are encouraged to resolve complaints informally. An Employee shall initiate discussion with the Employer within sixteen (16) calendar days of the Employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a 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, within 32 (thirty-two) calendar days of the Employee becoming aware of the occurrence or recurrence of the event.

Step 1

- (a) The grievance shall be stated in writing and shall be submitted to the President of the Faculty Association or their designate with a copy to the BCUWU Representative. The written grievance shall provide:
 - (1) a description of the incident(s) in dispute, if any, from which the grievance arose; and Article (or Articles) of the Collective Agreement that is (are) alleged to have been violated,
 - (2) a requested remedy.
- (b) The President of the Faculty Association or their designate shall meet with the Employee within sixteen (16) calendar days. The Employee may be accompanied by a Union Representative of the Employee's choice; the President of the Faculty Association or their designate may be accompanied by another member of the Executive Committee.

- (c) After receipt of a written grievance, the Employer shall have a maximum of sixteen (16) calendar days in which to present a written response to the Employee. Failing settlement, the grievance shall proceed to Step 2 within a maximum of sixteen (16) calendar days.

Step 2

- (a) Step 2 will commence upon written notice from the Union to the Employer. The Employer Representatives and the Union Representatives will then have sixteen (16) calendar days in which to meet and attempt to resolve the grievance.
- (b) If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the Union will, not later than sixteen (16) calendar days following the sixteen (16) calendar day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article 10.

9.7 Time Limits

- (a) For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both Parties in writing. Such consent will not be unreasonably withheld.
- (b) The Union recognizes that, due to the nature of the Employer's business activities, the time limits may have to be regularly extended during the summer months of April to September inclusive.

9.8 Employees May be Present

Where required by the Union or Employer, the grievor will be permitted time off without loss of pay and benefits to attend meetings with the Employer at a mutually agreeable time to resolve a grievance. The grievor may take part at any step in the grievance procedure as required by the Union or the Employer.

9.9 Priorities

Any grievance involving harassment may be initiated at Step 2, at the discretion of the Union, no later than 6 (six) months of the Employee becoming aware of the occurrence or recurrence of the issue. Any grievance involving suspension or dismissal may be initiated at Step 2, at the discretion of the Union, no later than twelve (12) working days after the suspension or dismissal.

9.10 Location of Grievance Meetings

The Employer will provide an appropriate room for grievance meetings.

9.11 Technical Objections to Grievance

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

ARTICLE 10 - ARBITRATION

10.1 Single Arbitrator

A single Arbitrator will be appointed by mutual agreement of the Parties within ten (10) calendar days of notice by the Union that it wishes to refer the matter to arbitration, under Step 2 of the grievance procedure, and will hear any unresolved grievance as soon as possible.

10.2 Failure to Appoint

Should the Parties fail to agree on an Arbitrator, the appointment shall be made by the Minister of Labour, or their designate, upon request of either party.

10.3 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply, within ten (10) calendar days, to the Arbitrator for a clarification of the decision.

10.4 Expenses of the Arbitrator

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

10.5 Amending of Time Limits

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

ARTICLE 11 - PICKET LINES**11.1 Right to Refuse**

The Employer agrees that no Employee will be subject to discipline or dismissal for refusing to cross a picket line.

11.2 Work of Employees on Strike or Locked Out

The Employer 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 12 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES**12.1 Postings**

- (a) The Employer will post any vacancy for a continuing or temporary position for a maximum of three (3) months, or ninety (90) calendar days. The Parties agree that the employer has the ability to hire casual employees for terms of less than 90 calendar days without the requirement for posting.
- (b) Internal applicants who possess the necessary skills, qualifications and abilities will be given preference in the hiring process.
- (c) The Union understands that some new hires may be brought on to work at the Association on limited terms.

12.2 Probation

- (a) A new Employee shall be on probation for a period of ninety (90) calendar days from the date of hire, at the end of which a performance review will be conducted by the Employer. If the Employer finds upon this review that the Employee is not suitable, then the Employee may be released from employment with forty-eight (48) hour notice, or pay in lieu of notice. The probation period may be extended by mutual agreement, in writing.

- (b) At the end of the probationary period, an Employee shall be considered a permanent Employee and shall be eligible for benefits and pension (subject to any benefit plan waiting period).

ARTICLE 13 - HOURS OF WORK AND SCHEDULING

13.1 Work Week Defined

The work week for full-time continuing or temporary employees shall be deemed to be thirty-five (35) hours; and will normally consist of five (5) seven (7) hour days. The work week for part-time or casual employees shall be as mutually agreed between the Parties.

13.2 Operating Hours of the Association

The general operating hours of the University of Victoria Faculty Association are between 8:00 a.m. and 5:30 p.m., Monday to Friday. The Union acknowledges that the Office must be effectively staffed between 9:00 a.m. and 4:30 p.m.

13.3 Regular Working Hours and Overtime

- (a) The Parties agree that hours of work will vary and may be irregular given the nature of the Employees' duties and responsibilities. Overtime shall not be paid. The Employees shall balance periods worked in excess of their work-week with periods of reduced hours.
- (b) Employees shall have a limited right to refuse overtime. While this right shall be considered limited in nature and subject to operational requirements, such refusal shall not be unreasonably withheld.
- (c) Employees are entitled to one lunch break period of thirty (30) minutes and two smaller breaks of fifteen (15) minutes during the day.
- (d) Time spent in travel to/from an out-of-town location to Employer-approved activities shall be included as hours of work.
- (e) Days, including weekend or statutory holiday days, spent by Employees at an Employer-approved required conference, training or course shall be included as hours of work.

13.4 Scheduled Time Off in Compensation for Overtime

Scheduling of compensatory time-off for any work-hours over thirty-five (35) per week is to be approved in advance by the President of the Association.

ARTICLE 14 - GENERAL CONDITIONS

14.1 Indemnity

Except where there has been flagrant or willful negligence on the part of an Employee in the performance of her/his official duties, the Employer agrees:

- (a) Not to seek indemnity against an Employee whose actions in the performance of her/his official duties result in a judgment against the Employer;
- (b) To pay any judgment against an Employee, or former Employee, arising out of the performance of her/his duties with the Employer;

- (c) To provide legal services and/or to pay approved legal costs incurred in the civil proceeding arising out of b) above. Wherever practical the Employer will consult with the Employee on the naming of legal counsel.

In order that the above provisions shall be binding upon the Employer, the Employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him or her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) When the Employee is first approached by any person or organization notifying her/him of intended legal action against her/him; or
- (2) When the Employee retains counsel in regard to the incident or course of events; or
- (3) Where any investigative body or authority first notifies the Employee of an investigation or other proceeding which might lead to legal action against the Employee;
- (4) When information first becomes known to the Employee in the light of which it is a reasonable assumption that the Employee would conclude that he or she might be the object of legal action.

14.2 Professional Development

- (a) The Employer and the Union recognize the need for ongoing professional and career development. Applications for professional development leave will not be unreasonably refused. At hire, the Employee will have indicated in their job description whether or not professional development and funds shall be granted.
- (b) The Employer shall provide professional development leave, unpaid or paid, to meet the Employer's operational requirements and the Employee's development needs. Such leave may be initiated by either the Employee or the Employer and must be approved by the Employer.
- (c) The Employer shall pay registration fees, travel, hotel and meal expenses for Employees whose attendance at professional development courses, workshops and meetings is approved. Travel and meal expenses shall be in accordance with the rates established in the Association's Travel Policies and in this Collective Agreement.
- (d) The standard annual allowance shall be up to fifteen hundred dollars (\$1500.00) for continuing Employees.
- (e) The cost of any mandatory training shall be borne by the Employer.

ARTICLE 15 - RATES OF PAY

15.1 Pay Day Schedule

Employee(s) shall be paid on a semi-monthly basis.

15.2 Pay Schedule and Annual Increases

Employees shall be paid according to the salary grid as provided in the salary grid in Appendix A.

15.3 Substitution Pay

In the event that an Employee is required to perform all or a substantial proportion of the primary duties of a higher-paid Employee, and is not working on a backfill or temporary contract, that Employee shall be paid an additional ten percent (10%) of their daily rate of pay, or the pay rate of the higher-paid Employee, whichever is lower, for every full day of coverage provide beyond a three (3) day period.

15.4 Travel and Meal Expenses

- (a) The Employer shall reimburse expenses incurred by an Employee travelling on Employer business. It is understood and agreed that the reimbursement for such travel shall be governed in accordance with the Employer's travel policies. All such travel must be approved in advance by the President of the Association.
- (b) Employees, required to work in excess of two (2) hours past normal office hours attending meetings in their local area, are eligible for the dinner allowance.
- (c) An Employee is eligible to claim expenses in addition to the items listed for reimbursement in the travel policy, provided the expenses are reasonable, and they seek pre-approval for such expenses. Approval of expenses shall not be unreasonably denied.

15.5 Promotion

- (a) Once an Employee has progressed through all steps in the salary grid within their current position, the Employer may consider inviting the Employee to apply for advancement to a more senior position.
- (b) The recommendation to advance an Employee will be made by the Officers of the Association, following a performance review. The decision to advance an Employee must be confirmed by the Executive Committee of the Association.
- (c) An Employee may apply to be considered early for advancement. Such an application will be considered by the Officers of the Association, who will make a recommendation to the Executive Committee. The decision to advance an Employee must be confirmed by the Executive Committee of the Association.
- (d) A recommendation for advancement will be made in consideration of the Employee's past performance and an assessment of the Employee's ability to take on the tasks associated with a more senior position.
- (e) The first ninety (90) calendar days after advancement shall be considered as a probationary appointment, with the same terms as outlined in Article 12.2 with the exception that the Employee will retain all access to benefit plans as before as well as vacation and sick day accrual.
- (f) Following a performance review, the Employer will either confirm the Employee in their new appointment, or offer the Employee a return to their previous appointment.

ARTICLE 16 - HOLIDAYS, VACATIONS, AND BENEFITS

16.1 Statutory Holidays

- (a) No Employee will be required to work on any statutory holiday.
- (b) If an Employee agrees to a request to work on a statutory holiday, he or she shall receive a day off in lieu at a mutually agreed time

- (c) Any day that the Local, Provincial or the Federal Government, or the Employer declares as a holiday, or any day that the Employer declares in lieu of any of the above holidays.
- (d) Employees may request time off without pay for religious observance for a day which is not provided by statute, and the Employer will take reasonable measures to accommodate such requests.

16.2 Holiday Closure

The Faculty Association Office will be closed between December 23rd and New Year's Day, inclusive. During the period of closure, any normal working days during that period that are not statutory holidays, or days in lieu of statutory holidays, will be classified as leave with pay. When December 23rd falls on a Tuesday, December 22nd shall also be granted as an additional day's leave with pay. When New Year's Day falls on a Thursday, January 2nd shall also be granted as an additional day's leave with pay. Additional time off before or after the December office closure may be taken as vacation days under the Vacation Leave Article 16.4.

16.3 Official Office Closure

Should the Faculty Association office be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the Employees covered by this Agreement, Employees shall not forfeit their regular salary during the closure. However, an Employee who is not scheduled to work at that time will not secure extra compensation.

16.4 Vacations

- (a) Vacation entitlements will be based on a calendar year.
- (b) Continuing full-time Employees will have the following annual vacation entitlements, to be calculated on a pro-rated basis if employment is for less than twelve (12) months:
 - (1) From the first (1st) year of employment to the end of the third (3rd) year of employment, Employees will be entitled to fifteen (15) working days' vacation.
 - (2) From the fourth (4th) year of employment to the end of the fifth (5th) year of employment, Employees will be entitled to twenty (20) working days' vacation.
 - (3) From the sixth (6th) year of employment to the end of the fifteenth (15th) year of employment, Employees will be entitled to twenty-five (25) working days' vacation.
 - (4) From the sixteenth (16th) year of employment, Employees will be entitled to twenty-five (25) working days' vacation, plus an additional five (5) vacation days to be used once every five years thereafter.
- (c) Employees are expected to take their vacation each year. Employees may carry forward maximum of five (5) vacation days from a previous year to the following calendar year.

16.5 Pension Plan

Pension benefits shall be paid jointly by both the Employee and Employer as laid out in Appendix B.

16.6 Health and Welfare Plans

Health and Welfare Plans shall be in accordance with those offered by the Chamber of Commerce healthcare and benefits plan, unless an alternate benefits plan is mutually agreed upon by the Employer and the Union by way of a Memorandum of Understanding. The current provisions of these plans are given in Appendix B.

16.7 Tuition Benefit

- (a) Full-time Employees, dependents and spouses of all full-time employees, who have been employed by the Association for at least four (4) consecutive years, are eligible to receive a tuition benefit to be applied towards the payment of tuition at any post secondary institution in the Greater Victoria area approved by the President of the Faculty Association. This is a taxable benefit. The maximum entitlement per dependent or spouse shall be \$1,000.00 per year, and \$2000 per year for employees to a maximum of \$4,000.00 per dependent or spouse and \$6,000 per Employee.
- (b) For the purpose of this article, a dependent is any child, whether biological or adoptive, or any step-child who has resided within the residence of the Employee throughout the past three (3) years on a 50% or more basis.

ARTICLE 17 - LAYOFF AND RECALL**17.1 Layoff**

When layoffs occur, or where an Employee suffers a loss in his/her regular working hours during the life of this Collective Agreement, layoffs shall take place in reverse order of seniority in the classification where there is a shortage of work subject to the bumping Employee having the skills, qualifications and ability to perform the duties of the position to which he/she is bumping into.

17.2 Bumping

Where there is work available in another classification and the Employee being laid off has the qualifications to perform the work in the other classification, the Employee being laid off or having suffered a reduction in his/her normal working hours may bump into the other classification provided he/she is the senior Employee. Bumping shall continue amongst the bargaining unit until the junior Employee is subject to layoff.

17.3 Severance Pay

- (a) An Employee subject to layoff or bumping as set out in Article 7.1 or 7.2 above may elect to take severance pay as an alternative to bumping. When an Employee chooses to take severance as opposed to exercising his/her bumping rights, severance pay shall be based on three (3) weeks of pay for each year of completed service to a maximum of 6 months' pay. Partial years of service shall be pro-rated.
- (b) Employees choosing to take severance pay shall not have a right to recall.
- (c) The Employer may elect to provide notice in lieu of severance.

17.4 Definition of a Layoff

A layoff is defined as any case where an Employee's hours have been cut from that Employee's agreed to hours of work due to any circumstance beyond the control of the Employee.

17.5 Recall

Where an Employee does not take severance pay as set out in Article 17.3 above and is laid off, that Employee shall retain his/her seniority for twenty-four (24) months and must be called back to work when there is any work available. No new Employees can be hired to perform the duties of any job in the classification where there are laid off Employees awaiting recall within the twenty-four (24) month period from the date of the layoff.

ARTICLE 18 - LEAVES

18.1 Leave of Absence Without Pay

An Employee may make a written application to the Employer for a leave of absence without pay for up to one (1) year, with the possibility of an extension, without loss of seniority or employment security. Such application shall normally be made at least eight (8) weeks prior to the requested leave. Leave will not be unreasonably denied or prejudice future assignment or reappointment.

18.2 Compassionate Leave

(a) An Employee requiring compassionate leave will, on request, be granted up to five (5) working days leave without loss of pay in case of the death of an immediate family member, or individual permanently residing in the Employee's household. Where extensive traveling time is required, up to two (2) additional working days will be granted on request.

(b) An Employee requiring compassionate leave to attend an out-of-town service or gathering for a close personal friend or family member shall be granted up to two (2) working days to attend. An Employee may claim this benefit only once per calendar year. Any additional time required for such arrangements shall be taken as vacation or leave without pay.

(c) Compassionate leave without loss of pay may be granted by the Employer under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a serious injury or illness).

(d) Employees are entitled to take compassionate care leave in accordance with the *Employment Standards Act*, s. 52.1, or any successor legislation. If a member of an Employee's immediate family member, or individual as prescribed by the legislation, is gravely ill and a medical certificate is issued stating that the individual is at significant risk of death within 26 weeks, the Employee is eligible to take up to twenty-seven (27) weeks unpaid leave.

(e) In the case that a leave is granted under Article 18.2, the Employer shall agree to provide a compassionate care leave allowance amounting to 100% of salary for the first two (2) weeks.

18.3 Leave for Jury Selection, Jury Duty, Crown Witness or Coroner's Inquest

(a) An Employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest or who is subpoenaed to serve as a Crown Witness in a court action, save and except actions involving the Employer unless subpoenaed by the Crown, on a day on which they would normally have worked, will not suffer any loss in wages and/or benefits to which they would have normally been entitled to.

(b) In cases where an Employee has initiated a court action, any leave of absence will be without pay.

18.4 Union or Public Office Leave

The Employer agrees to grant leave without pay to Employees who have been elected or appointed to temporary office in the Union, or who have been nominated, elected or appointed to a full-time Federal, Provincial, Municipal or Aboriginal office for the duration or period of the office. If the election or appointment is part time, the Parties may agree to a reduced position for the period of office.

18.5 Maternity, Parental and Adoption Leave

All top-up benefits payable by the Association to its Employees under this Article must be in accordance with *Employment Insurance Act* regulations.

(a) Maternity Leave

- (1) An Employee is entitled to maternity leave of up to fifteen (15) weeks without pay.
- (2) An Employee shall notify the Employer in writing of the expected date of the birth. Such notice will be given at least ten (10) weeks prior to the expected date of the birth.
- (3) Maternity leave shall commence no later than the date of birth.

(b) Parental Leave

- (1) Upon written request an Employee shall be entitled to parental leave of up to sixty-one (61) consecutive weeks without pay pursuant to the *Employment Standards Act*. The leave period may be extended for compassionate reasons.
- (2) A written request, pursuant to (a), above must be made at least four (4) weeks prior to the proposed leave commencement date for a non-birth parent.
- (3) Leave taken under this Article shall commence:
 - (i) In the case of a birth mother, immediately following the conclusion of leave taken pursuant to Article 18.5(a); or
 - (ii) In the case of the other parent, no later than twelve (12) months after the birth of the child or placement of the adoptive child;
 - (iii) The leave must conclude within the seventy-six (76) week period after the date of birth or the sixty-one (61) weeks following the placement of the adoptive child.

Such leave request must be supported by appropriate documentation.

(c) Benefit Waiting Period allowance

Where an Employee is entitled to and takes leave pursuant to Article 18.5(a) and/or 18.5(b) and is required by Employment Insurance to serve a one (1) week waiting period for Employment Insurance Maternity/Parental benefits, the Employee will be entitled to a leave of one (1) week with pay immediately before leaves pursuant to Article 18.5(a) or 18.5(b) as the case may be.

This allowance is for the express purpose of covering the Employment Insurance benefit waiting period.

(d) Maternity Leave Top-up Benefits

- (1) An Employee who qualifies for maternity leave pursuant to Article 18.5(a) shall be paid a maternity leave allowance. In order to receive this allowance, the Employee must provide to the Employer proof that the Employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An Employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.
- (2) The maternity leave allowance will consist of fifteen (15) weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the Employee and 95% of the Employee's basic pay.

(e) Parental Leave Top-up Benefits

- (1) An Employee who qualifies for parental leave pursuant to Article 18.5(b), shall be paid a parental leave allowance. In order to receive this allowance, the Employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant

to the *Employment Insurance Act*. An Employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(2) Employees who have elected to take a standard parental leave of forty (40) weeks pursuant to the *Employment Insurance Act* shall be eligible to receive a top-up benefit of a maximum of eighteen (18) weekly payments, equivalent to 95% of the Employee's basic pay, less the amount of Employment Insurance the Employee is receiving.

(3) Employees who have elected to take an extended parental leave pursuant to the *Employment Insurance Act* shall be eligible to receive a top-up benefit of a maximum of eighteen(18) weekly payments equivalent to 95% of the Employee's basic pay, less the amount of Employment Insurance the Employee would have received if they qualified for EI benefits at the rate of 55% of insurable earnings.

(f) Pre-Placement Adoption Leave

Upon request, and with appropriate documentation, an Employee is entitled to pre-adoption leave without pay of up to seven (7) weeks per calendar year with an allowance of 95% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (1) attending mandatory pre -placement visits with the prospective adoptive child;
- (2) to complete the legal process required by the child's or children's country for an international adoption while the Employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an Employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (1) adoptions by a family member
- (2) adoptions by the partner of a birth parent;
- (3) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

(g) Benefits Continuation

For leaves taken pursuant to Articles 18.5(a), (b), (c) and (g), the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.

(h) Deemed Resignation

An Employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 18.5(a), (b), (c) and (g) commenced unless the Employee advised the Employer of the intent to return to work one (1) month prior to the expiration of the leave taken pursuant to Article 18.5-Maternity, Parental and Adoption Leave or if the Employee does not return to work after having given such advice.

Notwithstanding the articles above, should an Employee be deemed to have resigned in accordance with Article 18.5(i) or fail to remain in the employ of the employer for at least six (6) months or a period equivalent to the leave allowance provided above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this Article, on a pro-rata basis.

(i) Entitlements Upon Return to Work

(1) An Employee who returns to work after the expiration of maternity, parental or pre-adoption leaves shall retain the seniority the Employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(2) On return from maternity, parental, adoption or pre-adoption leaves, an Employee shall be placed in the Employee's former position or in a position of equal rank and basic pay.

(j) Maternity and/or Parental and/or Pre-Adoption Leave Allowance

(1) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to Articles 18.5(a), (b), (c) and (g), an Employee must sign an agreement that the Employee will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after returning to work.

(2) Should the Employee fail to return to work and remain in the employ of the Employer for the return to work period in a) above, the Employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Articles 18.5(d), (e), (f) and/or 18.5(g) above on a pro-rata basis.

(3) Nothing in Article 18.5(k) or any other articles shall compel an Employee to reimburse the Employer for any allowance received under Articles 18.5(d), (e), (f) and/or (g) if the Employee is terminated from employment or laid off by the Employer.

(k) Benefits Upon Layoff

Regular Employees who have completed three (3) months of service and are receiving an allowance pursuant to Articles 18.5(d), (e) and/or (f) shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

18.6 Sick Leave

(a) Employees are entitled to fifteen (15) days per calendar year sick leave with full pay. Such sick leave will be cumulative from year to year, up to a maximum of sixty (60) days.

(b) Employees who commence their employment during the calendar year shall have the sick leave outlined in a) above pro-rated by their date of employment.

(c) A physician's certificate may be required by the Employer at any time in case of any illness lasting longer than three (3) working days. Where such a certificate is required and on submission of a physician's receipt, the Employer will reimburse the Employee for the fee, if any, levied by a physician for providing such a certificate. Wherever possible, Employees will try to schedule medical or dental appointments outside his/her normal working hours. However, when this is not possible, absences totalling less than three (3) hours in a day, due to such appointments will not be charged as sick leave. Where such absences are in excess of three (3) hours in a day due to such appointments, they shall be charged as sick leave at the minimum rate of 1/2 day.

(d) Family responsibility leave, as defined in the *Employment Standards Act*, can be taken with pay through use of the sick leave days allotted in Article 18.6.

(e) It is expressly recognized by both the Employee and the Employer that unused sick leave shall not be paid out to an Employee. Furthermore, sick leave cannot be used toward time to retirement. Sick leave days are to be used only for the purposes as defined in this Article.

18.7 Bereavement Leave.

(a) In the case of death in the immediate family, an Employee shall be entitled to up to five (5) full working days with pay upon notification to the President of the Association.

(b) Employees working less than one hundred percent (100%) time shall receive pay pro-rated bereavement leave.

(c) Immediate family shall include an Employee's parent, grandparent, spouse or equivalent, child or ward, sibling, parent-in-law, grandchild, or persons living in the same household as the Employee.

(d) In special circumstances, additional time off may be granted as leave without pay or vacation time if available.

18.8 Allowance while on Short or Long Term Disability

(a) If an Employee qualifies for a period of Short Term Disability leave through the Plan provided in Appendix B, then for the duration of the qualifying period of leave the Employee will be entitled to an allowance that comprises the difference between 75% of their basic pay during the leave period and the benefit paid by the Plan.

(b) If an Employee is required as a condition of eligibility for Long Term Disability to demonstrate inability to work for a fixed period and the Employee will exhaust their accrued sick leave days before the expiration of the waiting period, and is not collecting Short Term Disability, the Employee will be placed on leave without salary and will be entitled to an allowance until the commencement of Long Term Disability benefits equal to 75% of their basic pay during the leave period.

ARTICLE 19 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE

19.1 Definition/Notice

(a) The Employer agrees to provide the Union with not less than sixteen (16) weeks' notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms and conditions, or the termination of Employees covered by this agreement.

(b) The Union and the Employer may choose to waive the sixteen (16) weeks' notice by mutual consent.

19.2 Consultation

The Employer will consult with the Union representatives on the Labour Relations Committee as soon as reasonably possible with a view to minimizing the effect on Employees in the bargaining unit.

19.3 Training

When the Employer introduces a technological change, the Employer shall provide proper training to the Employees.

ARTICLE 20 - BARGAINING UNIT WORK

20.1 Bargaining Unit Work

- (a) The Employer and the Union agree that work that is normally performed by members of the bargaining unit will not be assigned to contractors outside the bargaining unit. This does not restrict the employer from using outside resources to perform work for the employer when either workload or lack of expertise of existing staff makes the assignment necessary.
- (b) The Employer agrees that members of the Faculty Association will not be assigned or permitted to perform work normally performed by members of the Union which would cause displacement or lay-off of a bargaining unit member.

ARTICLE 21 - HEALTH AND SAFETY

21.1 Health & Safety

Employees who reasonably believe that their work situation is unsafe may refuse to work in the situation until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe.

ARTICLE 22 - TERM OF AGREEMENT

22.1 Term of Agreement

Unless otherwise provided, this Collective Agreement shall be binding and remain in full force and effect from June 21, 2020 through July 1, 2021. This Collective Agreement shall continue from year to year thereafter unless either Party exercises its right to commence collective bargaining as provided for in the Statutes of the Province of British Columbia. If negotiations extend beyond the anniversary date of this Collective Agreement, both Parties will adhere fully to the provisions of this Collective Agreement, during the period of bona fide collective bargaining.

22.2 Commencement of Collective Bargaining

- (a) This Collective Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after March 1, 2021, but in any event not later than midnight, April 15, 2021.
- (b) Where no notice is given by either Party prior to March 1, 2021, both Parties shall be deemed to have given notice under this clause on March 1, 2021.
- (c) All notices on behalf of the Union shall be given by the President of the BC Union Workers' Union and similar notices on behalf of the Employer shall be given by the President of the University of Victoria Faculty Association.
- (d) The Parties agree that full collective bargaining shall commence no later than May 1, 2021.

ARTICLE 23 - PERFORMANCE EVALUATION

The Employer and the Union recognize that a regular series of performance evaluations creates a positive dialogue between an Employee and the FA President and Vice President. Accordingly, once each year, between May 1st and May 31st, a formal review shall be undertaken between the Employee and the FA President and Vice President. The performance review shall include both positive and constructive feedback to the Employee, and shall include potential ratings of "meets expectations," or "does not meet expectations." All performance evaluations shall remain confidential to the FA President and Vice President and the Employee concerned. The Employee and FA President and Vice President may meet more often for a performance evaluation by mutual agreement.

23.1 Evaluations in Writing

The evaluations shall be in writing and the Employee shall have the right to include their own comments. A copy of the review shall be made available to the Employee.

23.2 Employee Resource on Evaluations

In the event that an Employee feels that the evaluation amounts to a reprimand and the review is not changed to the satisfaction of the Employee, they will have the right to recourse through the grievance procedure.

23.3 Discipline

A performance evaluation resulting in "does not meet expectations" may result in progressive disciplinary measures taken by the Employer. Disciplinary measures undertaken under this article shall be consistent with Article 7.

Dated this 5th day of November, 2020

For University of Victoria Faculty Association



Elisabeth Gugl
Chief Negotiator



Helga Hallgrímsdóttir
Bargaining Committee



Lynne Marks
President, UVICFA

For BCUWU



Ben Johnson
Bargaining Committee



Rueben Kellen
Bargaining Committee



Richard Tones
President, BCUWU

APPENDIX A - PAY SCHEDULE AND ANNUAL INCREASES

Employees who are not at the top of a scale shall move up one step upon the completion of each FTE year of service for the Association.

New Employees will normally be hired at Step One of the relevant scale. Current Employees will move up by one step on July 1, 2020. Additional pay increases are outlined in MOU 2.

Pay increases take effect on July 1 of a calendar year.

Step	Membership Engagement Assistant	Executive Assistant	Membership Services Advisor
1	\$41,245	\$41,245	\$56,245
2	\$42,165	\$42,165	\$57,845
3	\$43,085	\$43,085	\$59,445
4	\$44,005	\$44,005	\$61,045
5	\$44,925	\$44,925	\$62,645

Step	Membership Engagement Coordinator	Senior Executive Assistant	Senior Membership Services Advisor
1	\$47,000	\$47,000	\$65,000
2	\$48,350	\$48,350	\$67,000
3	\$49,700	\$49,700	\$69,000
4	\$51,050	\$51,050	\$71,000
5	\$52,400	\$52,400	\$73,000

Step	Membership Services Officer
1	\$77,000
2	\$80,000
3	\$83,000
4	\$86,000
5	\$89,000

NEW CLASSIFICATIONS

In the event the Employer intends to create a new classification, or significantly alter the job duties of an existing classification, the Employer shall provide the Union with formal written notice outlining the details including the proposed salary attached to the classification. The Employer shall endeavor to provide reasonable notice.

In the event the Union does not dispute the proposed wage rate, the parties will formalize the new classification via a 'Memorandum of Agreement.

In the event the Union disputes the wage rate proposed, the matter will be referred to an arbitrator within sixty (60) days of receiving notice of the change.

The Union acknowledges the Employer has the right to implement a new or altered classification during the notice period. The Employer acknowledges that any wage rate determined by an arbitrator, or by mutual agreement, is retroactive to the date of the implementation.

APPENDIX B – HEALTH AND WELFARE PLANS

GROUP INSURANCE

Currently, the Benefits Plan agreed to by the Parties is contained in the Plan Document for Chambers Group Plan #.

PENSION

The Employer will offer a pension plan through the University of Victoria so long as the University of Victoria is the payroll provider to the association. The plan shall be a joint contribution, whereby the Employer shall pay the plan's designated per cent contribution of salary, and the employee shall contribute the plan's designated per cent of salary.

**MEMORANDUM OF UNDERSTANDING #1
JOINT COMMITTEE TO REVIEW AND REORGANIZE
THIS COLLECTIVE AGREEMENT**

The Parties agree that numbering and organization of the Collective Agreement between the Parties has become outdated and requires review and revision.

Therefore, the Parties agree to form a Joint Committee, the purpose of which will be to review the Collective Agreement and make recommendations to the Parties' principals regarding the following:

1. Reorder the various articles and clauses of the Collective Agreement in order to make it more understandable and useable.
2. The Joint Committee may review other matters related to the format and ordering of the Collective Agreement as mutually agreeable.

The Joint Committee will consist of one member representing the Union and one member representing the Employer.

The Joint Committee shall meet within three (3) months of the ratification of this Collective Agreement and report its findings and recommendations to the Parties no later than December 1, 2020. The Joint Committee shall meet as often as required in order to satisfy this requirement. Time off with pay will be provided to committee members representing bargaining unit members.

Any and all recommendations made by this Joint Committee shall be subject to ratification by the Parties. Upon ratification, any agreed changes will be immediately instituted into the current Collective Agreement.

**MEMORANDUM OF UNDERSTANDING #2
RE: PAY GRID STEP INCREASES FOR
INCUMBENT EMPLOYEES**

The Parties agree that the following incumbent individuals will advance to the next step in the pay grid pursuant to Appendix A of the Collective Agreement on January 1, 2021:

- Penny Murray
- Ben Johnson

This salary step increase will be in addition to the normally scheduled increase on July 1, 2020.

The Parties agree to these terms on a without prejudice or precedent basis.