

# **Collective Agreement**

***Between:***

**Canadian Union Of Public Employees,  
Local 951**



**CUPE951**

Canadian Union of Public Employees  
**Office, Technical & Childcare**  
University of Victoria, B.C.

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***And:***

**BC Union Workers' Union**

**Effective July 1, 2019 – June 30, 2022**

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## **ARTICLE 1 – PURPOSE**

### **1.01 Purpose Of The Agreement**

The purpose of this Agreement is to establish an orderly collective bargaining relationship between CUPE 951 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.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 General Definitions**

The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any article. Whenever 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.

Where in this contract “will” is used it shall mean the same as “shall”.

### **2.02 Employer Definition**

The term ‘Employer’ refers to the Canadian Union of Public Employees Local 951, and not to individual members thereof.

### **2.03 Employee Definition**

The term ‘Employee’ refers to members of the bargaining unit in the classifications as defined in the Certification granted by the Labour Relations Board of British Columbia.

## **ARTICLE 3 – UNION RECOGNITION**

### **3.01 Union Recognition By The Employer**

The Employer recognizes BC Union Workers’ Union as the sole and exclusive bargaining agent for all Employees of the Canadian Union of Public Employees, Local 951 for whom they have been certified by the Labour Relations Board of British Columbia.

### **3.02 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.

### **3.03 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.

### **3.04 Union Pins And Materials**

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

## **ARTICLE 4 – MANAGEMENT RIGHTS**

### **4.01 Management Rights**

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

## **ARTICLE 5 – CHECK-OFF OF UNION DUES**

### **5.01 Dues Check Off**

The Union, on behalf of all Employees within the bargaining unit, authorizes the Employer 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.

### **5.02 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 the amount of earnings and dues deducted.

### **5.03 T-4 Slips**

The Employer 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 by the time required by the Income Tax Act of Canada and its regulations.

## **ARTICLE 6 – UNION FACILITIES**

### **6.01 Bulletin Boards**

The Employer will provide space on a bulletin board where members of the bargaining unit are employed and such space will be designated as CEP 467 space. The Union will have the exclusive right to use this space to convey information to Employees.

## **ARTICLE 7 – DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY AND PRIVACY**

### **7.01 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 Employer and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in the Employee's 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 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.

### **7.02 Sexual And Personal Harassment**

- a) The Employer and the Union recognize the right of bargaining unit members to work in an environment free from sexual and personal harassment.

- b) Complaints of harassment will be dealt with, in the strictest confidence under Article 8 or through any other procedures acceptable to both parties. Participation in such procedures will not prejudice the rights of Employees to invoke the grievance procedure under Article 11.

### **7.03 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. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.
- b) The Employer and the Union acknowledge that where targeted hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

### **7.04 Privacy**

The Employer agrees to protect the security of Employee's personal data gathered and maintained by CUPE Local 951, in accordance with the Freedom of Information and Protection of Privacy Act or other similar applicable legislation.

## **ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

### **8.01 Labour Management**

- a) The Parties shall establish a Labour-Management Committee, composed of no more than two (2) representatives of the Union, and no more than three (3) representatives of the Employer.
- b) 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.
- c) The Union will have the right at any time to have the assistance of representatives of the BC Union Workers' Union of Canada or any other advisors to the Union when dealing or negotiating with the Employer.
- d) 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.



## **8.02 Collective Bargaining**

- a) For the purposes of negotiations, the Union bargaining committee will be comprised of up to two (2) members and the Employer bargaining committee will not exceed more than three (3) representatives.
- b) Employees representing the Union will not suffer loss of wages or benefits for the duration of the collective bargaining process.
- c) Employees representing the Union will have the right to be assisted by a representative of the BC Union Workers' Union of Canada.

## **ARTICLE 9 - DISCIPLINE**

### **9.01 Just And Reasonable Cause**

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

### **9.02 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.

### **9.03 Progressive Discipline**

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, suspension with pay and suspension without pay prior to discharge. At each stage prior to discharge, the Employer 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.

No Employee shall be responsible for carrying out disciplinary actions.

### **9.04 Considerations Prior To Issuing Discipline**

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 Employer.

A decision to discipline an Employee beyond a verbal warning shall be made by the Employer. 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 the Employee 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 Employer will make a reasonable effort to have a Union representative present at any initial meeting.

#### **9.05 Discipline Entered Into An Employee's Personnel Record**

Any disciplinary action taken beyond a verbal warning will be documented and 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.

#### **9.06 Removal Of Discipline**

An Employee may request in writing that any formal written record of discipline issued in accordance with Article 9.01 be removed from the Employee's confidential personnel file after twelve (12) months 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 10 - SENIORITY**

#### **10.01 Seniority Defined**

Seniority is defined as length of service from date of hire in the bargaining unit, where there has been no break in service of more than twelve 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 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 11 – COMPLAINTS AND GRIEVANCES**

### **11.01 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.

### **11.02 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 Employer in the manner provided in the Grievance Procedure.

### **11.03 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 Employer has a grievance, such dispute or grievance will be initiated at Step II.

### **11.04 Recognition Of Stewards, Representatives And Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the Employer acknowledges the role of Union Steward and BCUWU Representatives in the grievance process.

The Stewards and Representatives will assist any Employee represented by the Union in preparing and presenting the Employee's grievance in accordance with the grievance procedure.

### **11.05 Carrying Out Duties**

The Employer agrees that Steward will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. 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.

## **11.06 Grievance Procedure**

The Employer and Employee are encouraged to resolve complaints informally. An Employee should initiate discussion with the Employer within ten (10) working 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:

### Step I

- a) The grievance shall be stated in writing and shall be submitted to the President of CUPE 951 or their designate with a copy to the National Union. The written grievance shall provide:
  - i) a description of the of the incident(s) in dispute, if any, from which the grievance arose; and Article of the Labour Agreement that have been violated,
  - ii) a suggested remedy.
- b) The President of CUPE 951 or their designate shall meet with the Employee within ten (10) working days. The Employee may be accompanied by an advocate of the Employee's choice; the President of CUPE 951 or their designate may be accompanied by another member of the Executive.
- c) After receipt of a written grievance, the Employer shall have a maximum of ten (10) working days in which to present a written response to the Employee. Failing settlement, the grievance shall proceed to Step II within a maximum of ten (10) working days.

### Step II

Step II will commence upon written notice from the Union to the Employer. The Employer Representatives and the Union Representatives 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 ten (10) working days following the ten (10) working day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article 12.

**11.07 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.

**11.08 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.

**11.09 Priorities**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union.

**11.10 Location Of Grievance Meetings**

The Employer will provide an appropriate room for grievance meetings.

**11.11 Technical Objections To Grievance**

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

**ARTICLE 12 - ARBITRATION**

**12.01 Single Arbitrator**

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.

**12.02 Failure To Appoint**

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

### **12.03 Disagreement On Decision**

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

### **12.04 Expenses Of The Arbitrator**

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

### **12.05 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 13 - PICKET LINES**

### **13.01 Right To Refuse**

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

### **13.02 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 14 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES**

### **14.01 Postings**

The Employer will post any vacancy for a continuing or temporary position for a maximum of fourteen (14) calendar days. The parties agree that the employer has the ability to hire casual employees without the requirement for posting.

Internal applicants who apply for a posting will be given a preference.

### **14.02 Probation**

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) hours notice, or pay in lieu of notice. The Probation period may be extended by mutual agreement.

### **ARTICLE 15 - HOURS OF WORK AND SCHEDULING**

The work week for full-time continuing or temporary employees shall 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.

#### **15.01 Overtime**

- a) All hours in excess of seven (7) straight time hours per day or thirty-five (35) straight time hours per week shall be paid at two (2) times the employee's hourly wage rate.
- b) Where an Employee is required to work on a Statutory Holiday, they shall be paid two (2) times the equivalent of their hourly rate.
- c) Compensation for overtime may be taken as pay or as time off in lieu of pay, by mutual consent.
- d) Compensation taken as time off in lieu of pay must be taken within six (6) months of the date on which it was earned.
- e) Overtime must be pre- approved by the President of CUPE Local 951 or their designate.

### **ARTICLE 16 – RATES OF PAY**

#### **16.01 Pay Days**

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

#### **16.02 Pay Rates**

Employees shall be paid on the pay-scale as provided in Appendix A.

#### **16.03 Wage Increases**

Provide a wage increase on July 1, 2019, and July 1, 2020 and July 1, 2021 as set out in Appendix "A" of this collective agreement.

## **ARTICLE 17 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

### **17.01 Definition/Notice**

The Employer agrees to provide the Union with not less than ten (10) 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. The Union and the Employer may choose to waive the ten (10) weeks notice by mutual consent.

### **17.02 Consultation**

The Employer 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.

### **17.03 Training**

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

## **ARTICLE 18 - HOLIDAYS, VACATIONS, AND BENEFITS**

### **18.01 Statutory Holidays**

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

- New Years Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day



any day that the Government or Employer declares as a holiday or any day that the Employer declares in lieu of any of the above holidays

- b) 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.

#### **18.02 Holiday Closure**

Employees who are normally scheduled to work will be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year's Day unless they are required to work for operational reasons. Employees who are required to work during this period shall be paid at straight time and granted three (3) paid leave of absence days at some other mutually agreeable time.

#### **18.03 Vacations**

- a) Vacation entitlements will be based on a calendar year.
- b) Regular employees will have the following annual vacation entitlements, to be calculated on a pro rata basis if employment is for less than twelve (12) months:
  - i. In the first (1<sup>st</sup>) calendar year of service, to the fifth (5<sup>th</sup>) year of service, Regular Employees shall be entitled to fifteen (15) working days of paid vacation.
  - ii. In the sixth year of service, each Employee shall be entitled to fifteen (15) working days of paid vacation; plus one (1) additional working day of paid vacation for each year of service to a maximum of thirty (30) working days of paid vacation.
- c) For the purposes of this Article, employees who are hired from any CUPE Represented employee group from within the University of Victoria, that employee shall have his/her years employed at the University counted and applied as set out in parts (i) through (v) above in addition to his/her service with the employer.
- d) Where an employee does not work regularly work a full week (i.e. 4 day week), annual vacation shall be prorated to reflect the actual allotment. (See LOU No. 2)

#### **18.04 Pension Plan**

Employees who are eligible, will be enrolled in the University of Victoria Staff Pension Plan. If an employee who is hired is not eligible, equivalent contributions will be made to a RRSP of the employee's choice.

## **18.05 Health And Welfare Plans**

- a) The Employer will provide employees and their eligible family member(s) enrollment in the Health and Welfare Plan:
  - (i) from the first calendar day of the month following commencement of employment, and;
  - (ii) where the employees term of appointment is three (3) months or greater, and;
  - (iii) have worked more than fourteen (14) hours per week.
- b) The Health Plan shall consist of those benefits as provided for in Appendix "C".
- c) The Employer will pay fifty percent (50%) of the Health and Welfare Plan premiums.

## **ARTICLE 19 - LEAVES**

### **19.01 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.

### **19.02 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, close personal friend 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) 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).

### **19.03 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) Employees shall remit to the Employer, with the exception of meal allowances, any duty pay received.
- c) In cases where an Employee's private affairs have occasioned a court action, any leave of absence will be without pay.

### **19.04 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 Federal, Provincial, Municipal or Aboriginal office for the duration or period of the office.

### **19.05 Pregnancy Or Parental Leave**

#### **Entitlement**

Employees are entitled to Maternity and Parental Leave as specified in this Collective Agreement and under the provisions and regulations of the *Employment Standards Act* of British Columbia, as amended from time to time.

Supplementary top-up benefits for employees described in this Article are contingent on the employee applying for the maximum Employment Insurance ("EI") benefits available to the Employee under the Canada *Employment Insurance Act*.

#### **Part A – Maternity And Parental Leave – Birth Mother**

##### **Maternity Leave Entitlement**

An employee who is the birth mother of a newborn child is entitled to seventeen (17) consecutive weeks of maternity leave without pay, beginning no earlier than eleven (11) weeks before the expected birth date, and no later than the actual week of the birth.

Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the employee is unable to return to work for reasons

related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the employee is eligible to apply for sick leave under Article 19.05.

### **Parental Leave Entitlement**

A birth mother who does not take maternity leave is entitled to thirty-seven (37) consecutive weeks of parental leave of absence without pay. Otherwise a birth mother is entitled to thirty-five (35) consecutive weeks of parental leave of absence without pay, beginning immediately after the end of the maternity leave.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

#### **Maximum Leave For The Birth Mother**

The total number of weeks of maternity and parental leave for a birth mother is limited to fifty-two (52) weeks.

### **Supplementary Benefits For The Birth Mother**

A birth mother, who is an employee not on layoff or leave of absence, is entitled to the following supplementary benefits:

During the first two (2) weeks of leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary top-up benefit equal to 100% of the employee's normal basic salary, providing the employee has made application for EI maternity benefits.

During the next eighteen (18) weeks, the Employer will pay supplementary top-up benefits equal to 95% of the employee's normal basic salary, less any amount of EI maternity or parental leave benefits for which the Employee is eligible.

The remaining thirty-two (32) weeks are without salary from the Employer, however the birth mother may be eligible for continued Employment Insurance parental benefits during this period.

## **Part B – Parental Leave - Birth Father**

### **Parental Leave Entitlement**

An Employee who is the birth father (or the birth mother's partner) of a newborn child is entitled to thirty-seven (37) consecutive weeks of parental leave without pay that may be taken anytime within one year of the birth.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

### **Employment Insurance**

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits, which may be taken by either the birth mother or father, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.

### **Supplementary Benefits For The Birth Father**

Where the birth father is an employee not on layoff or leave of absence, then during a period not exceeding the first twenty (20) weeks of parental leave, the Employer will pay the birth father a supplementary top-up benefit equal to 95% of the Employee's regular salary, less any amount of EI parental leave benefits for which the Employee is eligible. The remaining weeks of parental leave are without salary from the Employer.

## **Part C - Parental Leave - Adoptive Parents**

### **Parental Leave Entitlement**

An Employee who is the adopting parent (or the adopting parent's partner) of a newly adopted child is entitled to thirty-seven (37) consecutive weeks parental leave of absence without pay from the Employer that may be taken anytime within one year after the child is placed with the parent.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition.

### **Employment Insurance**

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits, which may be taken by either adoptive parent, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.

### **Supplementary Benefits**

An adoptive parent, who is an Employee not on layoff or leave of absence, is entitled to the following supplementary benefits while on parental leave:

During the first two (2) weeks of parental leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary

top-up benefit equal to 95% of the Employee's normal basic salary, providing the Employee has made application for EI parental benefits.

During the next eighteen (18) weeks, the Employer will pay supplementary top-up benefits equal to 95% of the Employee's normal basic salary, less any amount of EI parental leave benefits for which the Employee is eligible.

The remaining fifteen (15) weeks are without salary from the Employer.

#### **19.06 Sick Leave**

- a) Employees are entitled to 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 one hundred and thirty (130) 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 illness. 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.

### **ARTICLE 20 - HEALTH AND SAFETY**

#### **20.01 Health And Safety**

Employees who 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 21 – EMPLOYMENT EXPENSES**

#### **21.01 Evening Work**

Where an Employee is directed to work in the evening (after 6 pm), after having worked at least six (6) hours during the same day, a dinner allowance not to exceed \$15.00, subject to verification by receipt, shall be provided by the Employer.

#### **21.02 Professional Development**

- a) Following one (1) year of employment, each Employee shall be entitled to up to five (5) days leave with pay per contract year to attend courses of instruction, conferences, seminars and/or workshops approved by the

Employer that will assist the Employee in their personal development or in the performance of their duties. Unused professional development days may not be carried forward to subsequent years.

- b) The Employer shall pay up to \$500.00 per contract year, per Employee, towards the cost of attending the course, conference, seminar or workshop. Any unused portion of the annual entitled shall be carried over to the subsequent contract years to a maximum of \$1500.00. When expenses exceed \$100.00, the Employer shall make advance and direct payment. Otherwise, the Employee shall be reimbursed by the Employer upon submission of receipts.
- c) Courses, conferences, seminars or workshops shall be chosen by mutual consent. Requests for development opportunities will not be unreasonably withheld.
- d) If an Employee terminates their employment within 3 months of receiving Professional Development Funds, such funds will be returned to the Employer by the Employee.

#### **21.03 Conventions, Conferences And Meetings**

- a) Where an Employee is required to attend a Convention, conference or meeting, the Employer shall reimburse the Employee for costs on the same basis as provided for under CUPE 951 Policy.
- b) Under normal circumstances, an Employee will be paid for a regular working day. Under exceptional circumstances (e.g., working conferences) the Employee may be paid an hourly wage, by prior mutual consent.

#### **21.04 Professional Fees**

Where a professional association is required by the Employer, the Employer will pay the fees.

#### **21.05 Employee Bus Passes And Bike Rewards**

The Union and the Employer recognize the benefits of promoting alternatives to driving vehicles to campus.

If an Employee chooses to purchase a monthly UVic Employee bus pass, the Employer will pay \$20.00 per month towards the cost.

To be eligible for the Employee bus pass subsidy or bike reward, Employees must submit a signed CUPE 951 expense form.

## **ARTICLE 22 – JOB DESCRIPTIONS**

### **22.01 Job Descriptions**

Job descriptions are set out in Appendix “B” attached to this agreement. Where a revision to a classification involves a substantial change in the level of skill and/or responsibility, the rate of pay will be reviewed by the parties and if required a new rate will be jointly negotiated.

### **22.02 New Positions**

Where the Employer wishes to create a new bargaining unit position not covered by Appendix “B” during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union.

## **ARTICLE 23 – PERFORMANCE REVIEW**

### **23.01 Performance Review**

Following the attainment of the maximum step in any Pay Band there may be ongoing review of the employee’s performance which may be documented in writing at the request of either the Employee or the Employer. Such documentation will be filed with the Employer with a copy to the Local Union.

### **23.02 Purpose Of The Review**

The purpose of a performance review will be to recognize employees’ abilities in meeting job objectives and performing job responsibilities, and to identify career development opportunities.

### **23.03 Not Applied For Disciplinary Purposes**

Performance reviews will not be used to discipline, discharge or layoff. Any dispute about a performance review will be dealt with in a meeting between the parties.

### **23.04 Application Of Article 9**

Where it is necessary to implement disciplinary action in response to performance problems, this will be done in accordance with Article 9.



## **ARTICLE 24 – TERM OF AGREEMENT**

### **24.01 Term Of Agreement**

This agreement will be in effect from July 1<sup>st</sup>, 2019 and shall expire on June 30th, 2022.

### **24.02 Labour Relations Act Of British Columbia**

The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

### **24.03 Notice Of Re-Opening**

- a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2022.
- b) Where no notice is given by either party prior to May 1, 2022, both parties shall be deemed to have given notice under this clause on May 1, 2022.
- c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President of CUPE Local 951.

### **24.04 Collective Bargaining**

If notice of desire for changes has been given in accordance with Section 24.03 above, the parties shall, as soon as agreeable following such date of notice, meet for collective bargaining, the Employer being represented by a Bargaining Committee appointed by the Employer and the Union being represented by a Bargaining Committee as selected by the Union.

Any agreement on changes arrived at and approved in such negotiations shall be binding on upon the parties to this agreement. If such negotiations cannot be completed prior to the expiry date of this Agreement following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to said expiry date.

### **24.05 Termination**

In case negotiations conducted in accordance with Section 24.04 break down, either party may terminate this Agreement upon the expiration of ten (10) days notice in writing served either by hand or by registered mail to the other party.

**ARTICLE 25 – LAYOFF AND RECALL**

**25.01      Layoff**

When layoffs occur 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.

**25.02      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 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.

**25.03      Severance Pay**

An Employee subject to layoff or bumping as set out in Article 25.01 or 25.02 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 one (1) month of pay for each year of service with CUPE Local 951 as the Employer.

Employees choosing to take severance pay shall not have a right to recall.

**25.04      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.

**25.05      Recall**

Where an employee does not take severance pay as set out in 25.03 above and is laid off, that employee shall retain his/her seniority for twelve (12) months and must be called back to work when there is any work available. No new employees can be hire to perform the duties of any job in the bargaining unit where there are laid off employees awaiting recall within the twelve (12) month period from the date of the layoff.

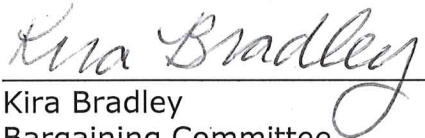
AGREEMENT

The parties hereby agree this date, July 29, 2019:

For the Union:



Dan Rowe  
Representative,  
Local 467



Kira Bradley  
Bargaining Committee  
Local 467



Richard Tones  
President  
BCUWU

For the Employer:



Kirk Mercer  
President,  
CUPE Local 951



Ted Godwin  
Chief Steward  
CUPE Local 951



Michael Rheault  
Treasurer  
CUPE Local 951

**APPENDIX "A" – SALARY GRID**

	<b>Hourly</b>	<b>Double Time</b>
<b>Effective July 1, 2019</b>	<b>\$30.32</b>	<b>\$60.64</b>
<b>Effective July 1, 2020</b>	<b>\$30.93</b>	<b>\$61.86</b>
<b>Effective July 1, 2021</b>	<b>\$31.55</b>	<b>\$63.10</b>

1. It is agreed that above grid is the salary for employees. No employee shall have a starting salary that is less than those identified in the grid with the exception of the probationary rate identified in clause #2 below.
2. Probationary Employees shall be paid three percent (3%) less than the above noted rates for the term of his/her probation period.

## **APPENDIX " B" - JOB DESCRIPTION**

### **EXECUTIVE ASSISTANT**

#### **POSITION SUMMARY:**

The Executive Assistant (EA) provides administrative and secretarial support and technical assistance to the Officers, Stewards and Committees of CUPE 951 at the University of Victoria, as directed by the President and Chief Steward or their designates, reporting to the President or designate. Position requires general knowledge of a variety of complex procedures in a broad range of areas and ability to work independently in a challenging office environment, handling many different types of tasks, communicating effectively with Union members and the broader University community.

#### **DUTIES:**

- Provides front-line receptionist services, transcribes voice mail messages.
- Communication with members on routine matters, handles difficult explanations or interactions, provides a calm and helpful response to emotional and highly sensitive situations before referring them to the appropriate authority.
- Organizes, schedules and manages the operations of the Union offices with minimal supervision, maintains the Local 951 files, members' lists, equipment and keys inventory, obtains and keeps track of office supplies and forms. Schedules meetings, books meeting rooms
- Receives, circulates and files correspondence, publications and other materials; prepares and circulates correspondence between the Local and Human Resources, assists with reports, submissions, agendas, minutes, bulletins, newsletters, media releases etc.
- Organizes and maintains the Local 951 grievance tracking and contract interpretation database files, assembles information for committee meetings, prepares stewarding and committee reports, provides assistance to the Stewards and Contract Committees.
- Operates and provides minor maintenance to general office equipment including computers, fax machine, copier, scanner etc. Installs software, trouble shoots minor computer problems, contacts technicians for assistance where necessary.
- Assists with maintenance of web site.
- Processes invoices, payments, deposits and financial record keeping using an accounting software program, enters cheque information, reconciles cheques with financial statements and budget, prepares financial reports.

- Provides assistance to the Treasurer and Trustees.
- Processes delegate registrations and credentials for conferences, conventions, workshops and schools. Processes travel and hotel arrangements, leave notices, travel advances. Tracks education expenditures and prepares education reports and leave reports, provides assistance to the Education Chair.
- Communicates with UVic Human Resources and other University Departments on routine matters.
- Refers contract interpretation, grievance and other labour-relations issues to the President, Chief Steward or other person as appropriate.
- Communicates with CUPE Area & Regional Offices, CUPE BC and other affiliates on issues relating to meetings, committee appointments, per capita payments etc.
- Assists with orientation of new members, cards and gifts for retiring members and other issues arising out of the good and welfare policies.

Other related duties supporting the CUPE 951 Officers, Stewards and Committees in their roles as outlined in the CUPE 951 By-Laws & Policies and the Collective Agreement.

#### **QUALIFICATIONS:**

- A high level of clerical and secretarial skills, as recognized by completion of a office management certificate program and/or extensive experience at a senior level in a complex office environment.
- Demonstrated advanced skills in word processing, database, spreadsheet, accounting and other software where speed and accuracy are both important, minimum keyboarding skill of 40 w.p.m.
- Experience with both PC and Mac platforms, and office equipment including fax, copier, scanner etc.
- Excellent interpersonal skills including a pleasant and professional attitude appropriate to each situation when providing service to a diverse clientele.
- Ability to work independently and as part of a team, to function effectively whether performing highly repetitive tasks or responding to unpredictable challenges.
- Ability to analyze tasks and/or problems, make decisions, and resolve issues using judgment and innovation, understanding the impact of actions and

decisions, seeking direction when apparent solutions are outside normal policies and procedures.

- Ability to prioritize work flow, manage multiple demands and deadlines, and sustain concentration and attention to detail despite frequent interruptions and competing priorities.
- Ability to listen and communicate effectively with courtesy and tact and handle difficult interactions and situations which may involve emotional and highly sensitive situations and conflict.
- Familiarity with CUPE Local Union governance structure and the roles of CUPE National, CUPE BC, and the broader labour movement as they relate to the Local Union.

## **APPENDIX "C"**

### **HEALTH AND WELFARE PLAN**

Employees shall be provided with the Health and Welfare Plan Benefits as provided on January 1, 2009 under the following plans:

1. University of Victoria MSP Group # 4081956
2. Extended Health Benefit Plan E040721
3. Dental Benefit Plan D040721
4. Life Insurance Plan B040704



**Letter of Understanding No. 1**

*Between:*

**CUPE Local 951  
(the Employer)**

*And:*

**BCUWU  
(the Union)**

**Re: Application of Article 5 – Check off of Union Dues**

The parties agree to the suspension of Article 5 until such time as CUPE Local 951 is able to deduct union dues through payroll deduction.

It is agreed that all bargaining unit union dues shall be remitted by cheque directly to the Secretary – Treasurer of the BC Union Workers' Union no later than the 15<sup>th</sup> of each month. The Local Union will forward a Dues Receipt to members of the bargaining unit no later than February 1<sup>st</sup> of the year following the year in which the dues were remitted.

**Letter of Understanding #2**

*Between:*

**CUPE Local 951**

*And:*

**BCUWU**

**Re: Employment Status of Kira Bradley**

The parties to this agreement agree to convert the employment status of Kira Bradley to that as Permanent effective the date Ms. Bradley completed any probation period. While Ms. Bradley's conversion to permanent status will be back dated to reflect that change, Ms. Bradley's seniority is calculated as of her date of hire by the Employer.

The parties agree that should Ms. Bradley leave her current position with CUPE Local 951, the parties understand that that the provisions as set out in Article 18.03 shall be applied insofar as the position shall attract vacation entitlement at the rate of .80 of a Full Time Employee (FTE) position. The collective agreement shall be amended at such time as Ms. Bradley may leave as considered above.

**Letter of Understanding No. 3**

*Between:*

**CUPE Local 951**

*And:*

**BCUWU**

**Re: Kira Bradley – Annual Vacation**

The parties agree that upon ratification of this collective agreement that Kira Bradley shall be entitled to twenty-five working days of vacation until she reaches her 18<sup>th</sup> year of service [as described in 18.03 (c)] at which time Kira will then continue to earn one (1) additional day of paid vacation until she reaches the maximum of thirty (30) days.

**Letter of Understanding #4**

Between  
**CUPE Local 951**  
And  
**BCUWU**

**Re: Lump Sum Payment**

1. In lieu of a Long Term Disability (LTD) plan for the time period July 1, 2018 through June 30, 2020, the employer agrees to make a lump sum payment of \$2,324.96 to all employees employed at CUPE Local 951 as of July 1, 2019.
2. Payment will be made in 12 monthly installments beginning in July 2019.
3. Notwithstanding point #2 above, the current Executive Assistant, Kira Bradley, may elect to be paid out, in a lump sum, for the period July 1, 2018 to July 31, 2019, with monthly payments thereafter.

**Letter of Understanding No. 5**

Between:

**CUPE Local 951**

And:

**BCUWU**

RE: Joint Committee – Long Term Disability

- 1) Within three (3) months of the finalization of signing of this collective agreement, the Parties shall form a joint committee to explore the necessary requirements which would enable Employees to be enrolled in a Long Term Disability (LTD) plan.
- 2) In support of this process, the Employer commits to contacting the appropriate authority at the University of Victoria and its current LTD carrier, BC Life and Casualty Company, in an effort to enroll employees into the LTD plan which currently covers members of CUPE Local 951. The Employer shall report its findings to the joint committee.
- 3) The Joint committee shall also explore alternative LTD plans and appropriate carriers.
- 4) The joint committee shall consist of equal numbers of Union and Employer representatives. Attendance for employees at meetings shall be with pay.
- 5) A written report of the joint committee's findings shall be prepared and available to the Union no later than January 30, 2020.
- 6) After the completion of the above noted process, all reasonable efforts shall be made to enroll the current employee (Kira Bradley) and any and all future employees into a bona fide LTD plan in which 100 percent of premiums are Employer paid. As part of this process, the parties shall also consider economic feasibility.

