

Collective Agreement

between



and



July 1, 2006 to June 30, 2010

**2006/2010
COLLECTIVE AGREEMENT BETWEEN**

University of Victoria

And the

Professional Employees Association

TABLE OF CONTENTS

Article Number and Title	Page
1. Association Recognition And Security	
<i>Part A - Bargaining Agent</i>	
1.01 Exclusive Bargaining Agent	1
1.02 Recognition of Representatives	1
<i>Part B - Association Security</i>	
1.03 Membership in the Association	1
1.04 Picket Lines.....	1
1.05 Strike By Other Bargaining Unit	1
1.06 Bargaining Unit Information.....	2
<i>Part C - Check-Off Of Association Dues</i>	
1.07 Payment of Dues.....	2
1.08 T4 Statements.....	2
<i>Part D - Leave for Association Business</i>	
1.09 Occasional Attendance To Association Business	2
1.10 Joint University/Association Business.....	2
1.11 Notice to Supervisor.....	3
1.12 Processing of Grievances	3
1.13 Unpaid Leave	3
2. Management Rights	
2.01 Management Rights	3
3. Association/University Relations	
3.01 Association/University (A/U) Committee	3
3.02 Association/University Committee Meetings	4
3.03 Quorum/Chairing/Agendas/Minutes	4
3.04 Appointments To Presidential And University Committees.....	4
3.05 Other Committee Participation.....	4
3.06 Selection Processes.....	4
4. Discrimination and Harassment	
4.01 Human Rights	5
4.02 Harassment.....	5
4.03 Discrimination Or Harassment Complaints	5
5. Appointment and Promotion	
<i>Part A - Types of Appointments</i>	
5.01 Appointment Categories.....	6
5.02 Probation.....	6
5.03 Establishment of Regular Positions	6
5.04 Temporary Assignment of Duties.....	6
<i>Part B - Appointment and Promotion Procedures</i>	
5.05 Advertisement of Vacancies.....	7
5.06 Selection of Candidates	7
5.07 Elapsed Time	8
5.08 Arbitration.....	8

Article Number and Title	Page
6. Professional Standards and Performance Review, Freedom of Expression, Ethics and Obligations	
<i>Part A - Professional Standards and Performance Review</i>	
6.01 Duties And Performance Standards.....	8
6.02 Ongoing Guidance and Performance Review	8
6.03 Performance Review Objectives	8
6.04 Personnel Record	9
6.05 No Reliance On Undisclosed Record.....	9
6.06 Additions to Personnel Record.....	9
<i>Part B - Freedom of Expression</i>	
6.07 Freedom of Expression, Ethics and Obligations	9
6.08 Articles for Publication.....	10
6.09 Patents and Copyrights/Legal Indemnity	10
7. Discipline And Dismissal	
7.01 Just And Reasonable Cause.....	10
7.02 Culpability.....	10
7.03 Notice of Disciplinary Meeting/Right Of Representation	10
7.04 Culpable Conduct.....	11
7.05 Non-Culpable Conduct.....	11
7.06 Failure To Report For Duty	12
7.07 Removal Of Documents	12
8. Termination of Probationary Staff Members	
8.01 Termination Of Probationary Staff Members.....	12
9. Grievance And Arbitration	
9.01 Informal Resolution	13
<i>Part A - Grievance Procedure</i>	
9.02 Definition	13
9.03 Formal Grievance.....	13
9.04 Grievance Consultation.....	13
<i>Part B - Arbitration Procedure</i>	
9.05 Arbitration.....	14
9.06 Appointment of Arbitrators	14
9.07 Arbitration Board	14
9.08 Arbitrator's Authority.....	14
9.09 Costs	14
<i>Part C - General</i>	
9.10 Time Limits.....	14
9.11 Deviation From Grievance Procedure.....	15
9.12 Supervisory Staff Member's Responsibility.....	15
9.13 Procedural Errors	15
10. Work Scheduling	
10.01 Work Scheduling	15
10.02 Average Work Week	16
10.03 Work Schedule Adjustments	16

Article Number and Title	Page
10.04	Scheduling of CTO..... 16
10.05	Committee Work/Travel Time/Work At Remote Locations..... 17
10.06	Standby 17
10.07	Callout..... 17
10.08	Job Sharing 17
10.09	University Closure 17
10.10	Hours of Work Notices, Meal Breaks, Split Shifts, Hours Free from Work 18
11.	Holidays
11.01	Designated Holidays 18
11.02	Entitlement 18
11.03	Holiday On Scheduled Day Off 19
11.04	Holiday During Vacation..... 19
11.05	Working on a Designated Holiday..... 19
12.	Vacation
12.01	Basic Vacation Entitlement 19
12.02	Maximum Accumulation Of Vacation Days 20
12.03	Long Service Vacation 20
12.04	Scheduling Of Vacation..... 20
13.	Maternity And Parental Leave
13.01	Entitlement 20
<i>Part A - Maternity and Parental Leave - Birth Mother</i>	
13.02	Maternity Leave Entitlement..... 21
13.03	Parental Leave Entitlement 21
13.04	Maximum Leave for the Birth Mother 21
13.05	UVic Supplementary Benefits for the Birth Mother..... 21
13.06	Sharing EI and Supplementary Parental Benefits with the Birth Father 22
<i>Part B - Parental Leave - Birth Father</i>	
13.07	Parental Leave Entitlement 22
13.08	Employment Insurance 22
13.09	UVic Supplementary Benefits for the Birth Father 22
<i>Part C - Parental Leave - Adoptive Parents</i>	
13.10	Parental Leave Entitlement 22
13.11	Employment Insurance 23
13.12	UVic Supplementary Benefits 23
<i>Part D - Other Conditions</i>	
13.13	Personnel Benefits 23
13.14	Vacation, Sick Leave, Professional Development Leave Accrual 23
13.15	Other Unpaid Leave 23
13.16	Return to Work 24
13.17	Employment Insurance Top-Up 24
13.18	Reduction in Employment Insurance Benefit 24

Article Number and Title	Page
14. Personal Leave	
14.01 Absence For Unavoidable Personal Business	24
14.02 Notice To Supervisor.....	24
14.03 Compassionate Leave	25
14.04 Compassionate Care Leave.....	25
14.05 Absence Without Salary	25
15. Leave For Court And Tribunal Appearances	
15.01 Jury And Witness Leave	25
15.02 Remittance Of Payments	25
15.03 Court Actions Arising From Private Affairs.....	25
15.04 Incarceration	25
15.05 Notice	25
16. Maintenance Of Benefits	
16.01 Maintenance Of Benefits.....	26
17. Sick Leave	
<i>Part A - Full-Time Confirmed Regular Staff Members</i>	
17.01 Illness Up To One Month	26
17.02 Illness Up To Three Months	26
17.03 Illness Beyond Three Months.....	26
<i>Part B - Part-Time Confirmed Regular Staff Members</i>	
17.04 Part-Time Confirmed Regular Staff Members	26
<i>Part C - Probationary Regular Staff Members</i>	
17.05 Initial Probationary Appointment	26
<i>Part D - Term Staff Members</i>	
17.06 Full-Time Term Staff Members	27
17.07 Part-Time Term Staff Members.....	27
17.08 Term Appointments Exceeding Three Years	27
<i>Part E - Medical Reports</i>	
17.09 Physician's Certificate	27
17.10 Second Medical Opinion	27
<i>Part F - Application Requirements For Long Term Disability</i>	
17.11 Application Requirements For Long Term Disability	27
18. Personnel Benefits	
<i>Part A - Medical, Extended and Dental Care Plans</i>	
18.01 Medical Plan.....	28
18.02 Extended Health And Dental Care Plans	28
18.03 Health Care Premiums.....	28
<i>Part B - Group Life Insurance And Long Term Disability Insurance</i>	
18.04 Basic Group Life Insurance.....	29
18.05 Optional Group Life Insurance	29
18.06 Long Term Disability Insurance.....	29
18.07 Group Life Insurance And Long Term Disability Premiums	29
<i>Part C - University Pension Plan</i>	
18.08 Pension Plan Participation And Contributions (Regular Full-Time)	29

Article Number and Title	Page
18.09 Pension Plan Participation And Contributions (Regular Part-Time)	29
<i>Part D - Benefits For Staff Members With Term Appointments</i>	
18.10 Voluntary Participation - Term Staff Members	30
19. Job Evaluation	
19.01 Definition	30
19.02 Joint Job Evaluation Plan.....	30
19.03 Joint Job Evaluation Committee.....	30
19.04 Job Re-Evaluation.....	30
19.05 Evaluation of New Positions.....	31
19.06 Reconsideration of Rating Decision.....	31
19.07 Salary Adjustments	31
20. Professional Development	
<i>Part A - Professional Development Leave</i>	
20.01 Professional Development Leave Qualifying	32
20.02 Professional Development Leave - Terms	32
20.03 Professional Development Leave - Criteria.....	32
20.04 Salary Support	33
20.05 Outside Support	33
20.06 Benefits Contributions	33
20.07 Benefits And Pension Plans.....	33
20.08 Vacation Time Earned.....	33
20.09 Applications.....	33
20.10 Evaluation Of Applications	33
20.11 Report	34
20.12 Review	34
20.13 Eligibility for Research Grants in Lieu of Salary	34
20.14 Secondment.....	34
<i>Part B - Professional Development Expense Account</i>	
20.15 Professional Development Expense Accounts	34
21. Salary	
21.01 Progression Adjustments	34
21.02 Performance Adjustments.....	35
21.03 General Salary Adjustments	35
21.04 Salary Ranges.....	35
21.05 Salary Protection and Decrease in Job Rating (“Red Circling”) .	35
21.06 Temporary Assignment	35
21.07 Salary Adjustment On Promotion or Reclassification.....	36
22. Workplace Safety	
22.01 Cooperation on Occupational Health and Safety	36
22.02 Compliance With Occupational Health And Safety Regulations and Legislation	36
22.03 PEA Participation in Safety Committees	36

Article Number and Title	Page
22.04	Occupational Health and Safety Programs 37
22.05	Safety Related Training and Personal Protective Equipment 37
22.06	Resolving Concerns Regarding Unsafe Working Conditions 37
22.07	Pregnant Staff Member 37
23.	Job Security And Contracting Out
23.01	Notice Of Organizational Change 37
23.02	Contracting Out 38
23.03	Request For Proposals 38
24.	Technological Change
24.01	Notice 38
24.02	Referral To Association/University Committee 38
24.03	Training 38
24.04	No New Staff Members 38
25.	Resignation And Retirement
25.01	Resignation 38
25.02	Retirement 39
26.	Layoff
26.01	Notice Of Redundancy 39
26.02	Layoff Of Staff Members Holding Regular Appointments 39
26.03	Placement In A Vacant Position 39
26.04	Recall 40
26.05	Termination Of Term Appointments 41
26.06	Change In Full-time Equivalency Of Appointments 41
26.07	Severance 41
26.08	Pay In Lieu of Notice 41
27.	Legislative Change
27.01	Legislative Change 41
28.	Term Of Agreement
28.01	Term of Agreement 42
28.02	Effective Date 42
	Letters of Understanding
	Clarification of Third Day of Holiday Closure 44
	Patent and/or Copyright 45
	Article 6.02, Ongoing Guidance and Performance Review 46
	Intent of the Language of Article 5.03 47
	Critical Skills Adjustment 48
	Salary Adjustment on Lateral Transfer 50
	Special Adjustments to Assist in the Recruitment for Positions Critical to Effecting Fundamental Change 51

Article Number and Title	Page
Letters of Understanding	
Counselling Services During Labour Disputes	53
Article 17 Administration of Paid Sick Leave in Relation to the Administration of the Long Term Disability Plan.....	54
Fiscal Dividend Bonus.....	55
Appendices	
A.1 Salary Schedule July 1, 2006 to June 30, 2007	56
A.2 Salary Schedule July 1, 2007 to June 30, 2008.....	56
A.3 Salary Schedule July 1, 2008 to June 30, 2009.....	57
A.4 Salary Schedule July 1, 2009 to June 30, 2010.....	57
B. Management And Confidential Exclusions.....	58
C. List Of Arbitrators	60
D. Definitions	61
Index	62

ARTICLE 1 - ASSOCIATION RECOGNITION AND SECURITY

Part A - Bargaining Agent

1.01 Exclusive Bargaining Agent

The University of Victoria ("the University") recognizes the Professional Employees Association ("the Association") as the exclusive bargaining agent for all staff members for whom the Association has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated September 7, 1995, or as subsequently amended by the Board or by mutual consent of the parties.

1.02 Recognition Of Representatives

The University recognizes the following Association Representatives for purposes of conducting formal relations with the Association: Members of the Association's Chapter Executive; Local Representatives; and staff or counsel as the Association may see fit to retain. Members of the Chapter Executive have jurisdiction throughout the bargaining unit. The Association shall notify the University of the names and jurisdiction of all Association Representatives and members of joint committees, and any changes thereto. Association staff and counsel shall have access to the University's premises in order to deal with any matters arising out of this Agreement.

Part B - Association Security

1.03 Membership In The Association

Except as provided for under Section 17 of the *Labour Relations Code*, staff members appointed to a position within the bargaining unit after September 7, 1995, shall be required, as a condition of employment, to apply for membership in the Association. Staff members employed by the University on or before September 7, 1995, shall not be required to apply for membership. Staff members who were members of the Association on September 7, 1995 or subsequently, shall, as a condition of employment, be required to maintain their Association membership.

Nothing in this agreement shall require the University to terminate the employment of a staff member because of an Association decision to deny or terminate membership in the Association.

1.04 Picket Lines

The University recognizes the right of a staff member, as a matter of individual conscience, to refuse to cross a picket line arising out of a dispute as defined in applicable labour legislation. Such absence shall be without salary.

1.05 Strike By Other Bargaining Unit

In accordance with Section 68(2) of the *Labour Relations Code*, the University shall not require a staff member to perform any work of an employee in any bargaining unit of University employees that is on a legal strike or that is locked out, or who is honouring a legal picket line.

1.06 Bargaining Unit Information

The University agrees to provide the Association with such information that is normally available relating to staff members in the bargaining unit, as may be required by the Association for collective bargaining purposes. The Association agrees that the University will not be expected to provide information which is not compiled in the University's normal course of business, nor to breach the confidentiality of the personnel records of individual staff members.

Part C - Check-Off Of Association Dues

1.07 Payment Of Dues

Subject to the provisions of Section 17 of the *Labour Relations Code* it is a condition of employment for all members of the bargaining unit to complete an authorization form providing for the deduction from salary of such fees, dues, and assessments as the Association may require. Upon receipt of written authorization signed by the staff member, the University shall deduct monthly the amount of such fees, dues, and assessments from the salary payable to staff members and remit such fees, dues, and assessments to the Association within ten (10) days of the end of each month.

1.08 T4 Statements

The University shall indicate on the staff member's Statement of Remuneration Paid (T4) the eligible deductions paid to the Association, subject to the provisions of the *Income Tax Act* and applicable regulations as periodically revised.

Part D - Leave For Association Business

1.09 Occasional Attendance To Association Business

It is expected that all Association business, including, but not limited to, general membership meetings, Executive, local reps meetings, and other committee meetings, will be scheduled to avoid conflict with the participants' normal work schedules. Provided, however, that there is no interference with the University's operation or with the performance of the staff member's duties, the University agrees that an Association Representative shall not be penalized for occasional attendance to Association business during University operating hours.

1.10 Joint University/Association Business

- a) To a maximum of six (6) persons per committee, staff members who are members of the Association Chapter Executive Committee, or a University/Association joint committee shall, without loss of salary or benefits, be allowed reasonable flexibility in their work schedule to conduct joint University/Association business, subject to satisfactory performance of University duties.
- b) To a maximum of six (6) persons, the University agrees to provide sufficient flexibility in work schedules and work priorities in accordance with Article 10.01, to permit members representing the Association on the Association's Bargaining Committee to participate in the collective bargaining process without loss of salary or benefits. Time spent on the collective bargaining process during regular business hours shall be considered time worked.

- 1.10 c) The University recognizes that the Association's Chapter Chairperson duties may require flexibility in her/his work schedules and work priorities in accordance with Article 10.01. The University will ensure that there is sufficient flexibility so that the Chairperson can be made available to carry out the required functions of the position. Time spent performing the required functions of the Chapter Chairperson during regular business hours shall be considered time worked. The Association undertakes to take the necessary steps to ensure that the activities of the Chairperson are scheduled in such a way as to minimize operational difficulties for the University.

1.11 Notice To Supervisor

Staff members wishing to leave their normal place of work to engage in joint University/Association business shall inform their supervisor, as soon as possible. The absence shall be approved if, in the supervisor's reasonable judgement, such absence would not interfere with the satisfactory and timely performance of the staff member's normal University duties.

1.12 Processing Of Grievances

The University acknowledges the right of Association Representatives to assist in investigation, processing and settlement of grievance and potential grievances without loss of salary, subject to satisfactory performance of University duties. Time spent by staff members appearing before an arbitration hearing arising from this agreement shall be without loss of salary.

1.13 Unpaid Leave

Leave of absence without salary may be granted to designated representatives of the Association to transact Association business, which cannot be accommodated within the provisions of Articles 1.09 to 1.12, inclusive. The Association will provide reasonable notice of any request pursuant to this section. Such requests will normally be granted unless, in the reasonable opinion of the staff member's supervisor the absence would interfere with the satisfactory and timely performance of the staff member's duties. When unsalaried leave is granted under this Article the University shall maintain the staff member's normal salary and related benefits and the Association shall reimburse the University for such salary and benefit costs.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The right to manage operations and to direct staff members is retained by the University except as this Agreement otherwise specifies.

ARTICLE 3 - ASSOCIATION/UNIVERSITY RELATIONS

3.01 Association/University (A/U) Committee

An Association/University Committee shall be established comprising not more than four (4) representatives from each of the parties. The purposes of the committee will be:

- a) to foster good relations between the parties; and

- 3.01 b) to discuss and attempt to resolve any issue relating to the administration of the Agreement that is not currently the subject of a grievance pursuant to Article 9.

Thirty (30) days after referral to the A/U Committee either party may proceed under Article 9 (Grievance and Arbitration) with respect to any issue, which remains unresolved and is grievable under Article 9.02.

3.02 Association/University Committee Meetings

Meetings shall be held at least once in each calendar month, at a time and place to be determined by mutual consent, unless there is agreement between the parties to cancel or postpone a meeting. Copies of meeting notice, agenda, and supporting documents shall be delivered at least two (2) working days prior to the meeting. Matters for which the required notice was not given may be considered by unanimous consent of the Committee.

3.03 Quorum /Chairing/ Agendas/ Minutes

A quorum for a meeting shall consist of two (2) representatives of each party. The chairing of meetings shall alternate between co-chairs designated by each of the parties. The agenda will be prepared by the co-chair responsible for chairing the meeting. Minutes shall be prepared by the alternate co-chair and distributed to each of the parties.

3.04 Appointments To Presidential And University Committees

The Association shall be entitled to appoint one (1) voting representative to:

- a) Presidential and University Committees comprised, in whole or in part, of representatives of each of CUPE Local 951, CUPE Local 917, and the Faculty Association; and
- b) the Personnel Benefits Committee for Faculty and Administrative and Academic Professional Staff and other such committees directly concerned with the terms and conditions of employment of staff members.

3.05 Other Committee Participation

The University recognizes that the knowledge, skills and abilities of staff members enable them to make positive contributions to the development of the University. The University, therefore, acknowledges the desirability of providing, wherever possible, opportunities for individual staff members to participate in and contribute to senior University and Presidential Committees responsible for recommending University policies and procedures.

3.06 Selection Processes

The University will ensure that the views of staff members in the unit for which the position is responsible will be considered in recommending appointments for director or the administrative equivalent and more senior administrative positions.

ARTICLE 4 - DISCRIMINATION AND HARASSMENT

4.01 Human Rights

- a) The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any staff member because of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, or sexual orientation of the staff member, or because the staff member has been convicted of a criminal or summary conviction offence that is unrelated to the staff member's employment, or by reason of any other prohibited grounds stipulated in the British Columbia *Human Rights Code*. This Article shall not apply to any personnel benefits that have been mutually accepted by the parties or which make actuarial distinctions on the basis of age, or to appointments or any accommodation made under a mutually agreed employment equity program.
- b) The University agrees that there shall be no discrimination against any staff member for lawful activities on behalf of the Association.

4.02 Harassment

The University and the Association share a mutual desire to prevent harassment in the workplace. "Harassment" shall include conduct in the forms listed in the University's Harassment Policy. That policy shall not be altered without consultation with the Association. Harassment does not include actions occasioned through the exercise, in good faith, of the University's managerial/supervisory rights and responsibilities.

4.03 Discrimination Or Harassment Complaints

A staff member shall be entitled to refer a complaint of personal harassment or discrimination to the University's Office for Prevention of Discrimination and Harassment ("the Office") or to the grievance procedure set out under Article 9. Referral to the Office shall cause any grievance filed with respect to the same issue to be abandoned. Similarly, the filing of a grievance with respect to the matter after referral to the Office shall constitute withdrawal of the matter from the purview of the Office. The matter may not be grieved after the Office has issued its final report, nor may the matter be referred to the Office once concluded under Article 9.

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

- a) A staff member will be informed through this collective agreement that PEA representation is available at the informal or formal stage of the complaint process of the Policy.
- b) Where a staff member has submitted a complaint under the Policy, the employee may notify the PEA and be represented by the PEA if the staff member elects to proceed with a complaint to the completion of the investigation stage (Section 8) under the Harassment Policy.
- c) Where a staff member wishes to pursue a complaint beyond the investigation stage of Section 8 of the Harassment Policy, the Association may process the complaint as a formal grievance under Article 4 of the Collective Agreement.

ARTICLE 5 - APPOINTMENT AND PROMOTION

Part A - Types Of Appointments

5.01 Appointment Categories

Appointments held by members of the bargaining unit shall be specified as being either a **regular** appointment or a **term** appointment, and may be either **full-time** or **part-time**. A regular appointment normally carries the expectation of continuation of employment until normal retirement age, subject to the provisions of Article 7 and 26, and provided the staff member's competence and performance continue to meet appropriate evaluation criteria. Subject to Article 5.03, term appointments carry no expectation of employment subsequent to the expiry of the stated term.

5.02 Probation

- a) Appointments will normally be subject to a probationary period of eight (8) months. Probationary staff members shall be entitled to a formal written evaluation at the midpoint of their probation. The University, at its sole discretion, may reduce or waive the prescribed probation period. The University may extend a probationary period to a maximum of four (4) additional months following consultation with the Association.
- b) Where a probationary staff member is granted leave exceeding one (1) month, the probationary period may be extended by an equal period. Completion of a probationary appointment will normally result in either a regular or term appointment, unless the staff member is terminated as provided for in Article 7 or Article 26.

5.03 Establishment of Regular Positions

- a) As a general practice, term appointments shall not be used to supplant regular appointments for work of a continuing rather than a term-certain nature. Where a position has been established on a single or recurring term basis for a period of three (3) years, the position shall become a regular position and filled with a regular appointment at the end of the three (3) year period unless there is no further funding for the position or the University determines that the position is no longer required. This provision will not apply where a staff member is replacing a regular staff member on an approved absence.
- b) Where the work is a term certain project, or where a person is employed in a sequence of differentiated term certain projects, the University may approach the Association to have the provisions of this article waived and this waiver shall not be unreasonably withheld by the Association.
- c) The University and the Association will, each May, review all term positions.

5.04 Temporary Assignment of Duties

When a University employee is formally assigned the substantial responsibilities and duties of a PEA position, to the exclusion of the substantial responsibilities and duties of the employee's regular position, for forty (40) consecutive working days or more, but for no more than seven (7) months, or in the case of leave replacements no more than twelve (12) months, the employee shall be an Association member. Benefit coverage may vary from the provisions of this agreement where the employee is covered by other terms and conditions of employment.

- 5.04 When the University otherwise makes an appointment to a PEA position the person appointed shall be a member of the Association in accordance with Article 1.03.

Part B - Appointment and Promotion Procedures

5.05 Advertisement Of Vacancies

All vacant positions anticipated to be of more than seven (7) months duration, excepting leave replacements anticipated to be of no more than twelve (12) months duration, shall be posted on campus for a minimum of five (5) working days before being filled. Posted vacancies may be subject to concurrent and additional off-campus advertising or search procedures, at the University's discretion. Vacant term positions may be designated secondment opportunities for staff members and other University employees, and, if so, shall be posted as such. All postings shall indicate the position's title, duties, qualifications, and salary range (or, if applicable, salary under review).

Notice of position vacancies shall be by a method, which provides staff members with reasonable access to such notices. The Association shall be provided a copy of all bargaining unit job postings at the same time as the positions are posted.

Posting obligations stipulated in this Article shall not apply to re-evaluation of staff members' positions within career development structures. A staff member employed on a term basis may be re-appointed to the same position without competition.

5.06 Selection Of Candidates

- a) Except where appointments are made pursuant to an employment equity policy approved under Section 42 of the Human Rights Code or under the placement provisions stipulated in Article 26, selection of candidates for bargaining unit positions shall be on the basis of qualifications and on the principle that the candidate whose qualifications best meet the requirements of the position shall be selected for appointment.
- b) The University shall establish an advisory selection committee to make recommendations with respect to the candidates' qualifications for posted positions.
- c) The advisory selection committee shall ensure that candidates are evaluated against the criteria established for each posted position, and that fair and appropriate procedures are established and followed in the conduct of candidate interviews and evaluation of qualifications.
- d) The University recognizes that full consideration should be given to staff members who apply for posted positions. To that end, the University will interview, within reason, all qualified staff members who apply.
- e) Staff members who are not selected for interviews shall be notified in writing, and shall be entitled to reasons on request.
- f) The University may accept or reject any recommendation of an advisory selection committee. If the University does not accept the recommendation of the committee it will provide reasons to the members of the committee. On request the Association shall be entitled to a copy of such reasons.

- 5.06 g) Where all other factors are equal, internal candidates will be preferred over external candidates.
- h) Every unsuccessful internal candidate shall be informed of the name of the successful candidate.
- i) No member of an advisory selection committee shall be permitted to be a candidate for the position for which the selection committee is making a recommendation.

5.07 Elapsed Time

The University will make every reasonable effort to ensure that competitions are concluded in timely fashion.

5.08 Arbitration

The power of an arbitrator to review a University appointment decision shall be limited to the application of the principles and procedures established under this Article. The arbitrator will not be entitled to order the appointment of any individual to the position. The arbitrator's remedial power is limited to ordering that an appointment decision be reconsidered and, if necessary, that the competition be repeated. Successful candidates for appointment to bargaining unit positions shall be informed that the appointment decision may be subject to a challenge under Article 9.

**ARTICLE 6 - PROFESSIONAL STANDARDS AND PERFORMANCE REVIEW,
FREEDOM OF EXPRESSION, ETHICS AND OBLIGATIONS**

Part A - Professional Standards and Performance Review

6.01 Duties And Performance Standards

The Association acknowledges the University has the authority and responsibility to define the duties of a position and to set performance standards and is the final judge of the staff member's performance.

6.02 Ongoing Guidance And Performance Review

To promote the achievement and maintenance of satisfactory work performance by staff members, supervisors are responsible for providing regular, on-going review of their performance throughout the year. In addition, staff members shall be entitled to a formal, written, annual review consistent with the objectives stated in Article 6.03.

6.03 Performance Review Objectives

The parties agree that performance reviews should bear the following principal objectives:

- evaluating and improving performance
- Facilitating mutual feed-back and communication between staff members and supervisors
- developing or modifying objectives
- planning professional development and training
- providing a basis for determining salary recommendations pursuant to Article 21.

6.04 Personnel Record

- a) Documents relevant to the employment of staff members at the University shall be included in the staff member's personnel record.
- b) Each staff member or, with the staff member's prior written consent, an Association Representative shall, upon request, have reasonable access to a staff member's personnel record during normal University business hours. A staff member shall, on written request, be provided with copies of documents contained in the staff member's personnel record.
- c) Subject to Article 6.04 (b) above, or the order of any competent judicial or quasi-judicial body having appropriate jurisdiction, the personnel record of a staff member may not be revealed to anyone, without the staff member's express written consent, except direct line supervisors (and their Managers, Directors, Chairs, Deans and Vice-Presidents), members of an advisory selection committee before which the staff member appears, University Human Resources staff, legal and medical counsel, and members of joint University/Association committees engaged in legitimate personnel functions related to the staff member's employment.

6.05 No Reliance On Undisclosed Record

In any grievance or arbitration related to a staff member's discipline the parties agree that they will not rely on any record whose existence has not been disclosed to the other party.

6.06 Additions to Personnel Record

Staff members shall be copied on any documents relating to their performance, which are placed in their personnel record including those maintained by departmental offices and Human Resources.

Part B - Freedom of Expression

6.07 Freedom Of Expression, Ethics And Obligations

- a) The University and the Association agree that staff members shall be assured of freedom of expression without jeopardy to their position or status. Staff members are assured of academic freedom for any research or teaching activities authorized by the University consistent with University policies and procedures which apply to those involved in teaching and research activities.
- b) The University recognizes that any staff member required to maintain professional standing with a professional regulatory body must work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by that body. No staff member will be disciplined for refusal to follow a University-instructed course of action which, in the staff member's opinion, conflicts with such standards, provided that the staff member shall, on request, be required to prove the violation of the relevant professional standard.
- c) It is understood that in their activities in the community at large, staff members do not represent the University except when specifically authorized to do so.

6.08 Articles For Publication

The University agrees that a staff member may prepare and publish articles and technical papers in professional (including learned) journals, provided only that such publication activities shall not conflict or interfere with the staff member's responsibilities and duties.

6.09 Patents And Copyrights / Legal Indemnity

- a) The University will inform staff members of their rights and obligations under the University's policies relating to
 - (i) ownership of patents or copyrights arising out of technological improvements or inventions developed by staff members, and
 - (ii) indemnification of staff members against legal actions brought by third parties.
- b) The University agrees to notify the Association of any changes in the policies referenced in paragraph (a).

ARTICLE 7 - DISCIPLINE AND DISMISSAL

7.01 Just And Reasonable Cause

The University may discipline or dismiss a staff member for just and reasonable cause. The University bears the burden of proving just and reasonable cause in every case.

7.02 Culpability

The University and the Association agree that a staff member's performance problems may be culpable (with blame) or non-culpable (without blame) in nature or may involve both culpable and non-culpable elements.

7.03 Notice Of Disciplinary Meeting / Right Of Representation

Where the University intends to investigate a staff member for a purpose that may result in discipline, it shall notify the staff member of that intent, provide advance notice of at least one (1) working day, and advise the staff member of the right to have an Association Representative present. The staff member and the Association bear the responsibility of ensuring that a representative is available to attend the scheduled meeting. No undue delay shall result from unavailability of such representation.

An Association Representative will be present at all disciplinary meetings except in the case of serious employment misconduct where immediate action is warranted, (or in a case where the staff member contacts the PEA prior to the meeting to request otherwise). In the event of serious misconduct the notice requirements of this Article shall not apply if immediate action is required to respond to the misconduct, however, the University will make a reasonable effort to have a PEA representative present at any initial meeting.

7.04 Culpable Conduct

In a case where the University assesses a staff member's unsatisfactory performance or misconduct as culpable, the University shall follow a progressive disciplinary model. This model requires (except in cases of serious misconduct where the University determines that immediate lengthy suspension and/or other appropriate discipline or dismissal is warranted) that the staff member be given some inducement and incentive to correct the unacceptable conduct by progressively increasing the severity of the discipline imposed. The progressive disciplinary responses include but are not limited to the following steps:

- a) Written warnings or reprimands, with reasons, may be administered by the staff member's immediate supervisor. Such warnings shall specify the remedial action to be taken by the staff member.
- b) The immediate supervisor may suspend a staff member, with or without pay, following consultation with the Executive Director of Human Resources or designate. The University will provide the staff member with written reasons for the suspension.
- c) A Dean, Director, or Director-equivalent may dismiss a staff member for cause following consultation with the Executive Director of Human Resources or designate. The University will ensure that the staff member is given written reasons for the dismissal.
- d) All disciplinary documents will be copied to the Association, and placed on the staff member's personnel record. Staff members are entitled to prepare a written response to any disciplinary documents, and to have the response placed in their personnel record.

7.05 Non-Culpable Conduct

In a case of unsatisfactory performance, which is assessed as non-culpable by the University, the University shall take the following steps:

- a) The University shall ensure that the nature of the work to be performed and the standard of performance expected have been communicated to the staff member and that the staff member has been given a reasonable amount of time to meet that standard of performance, and
- b) The University shall ensure that it has provided reasonable supervisory direction to the staff member to assist in achieving the expected performance standards, and, if (a) and (b) are not effective
- c) The University, in consultation with the Association, shall take reasonable steps to move the staff member into a suitable vacant position within the bargaining unit which is within the staff member's qualifications and competence and which does not result in the termination, layoff, demotion, or other unreasonable impact on any other regular staff member in the bargaining unit, and

- d) The University shall advise the staff member in writing with a copy to the Association that the staff member's performance is unsatisfactory and that dismissal may result from a continued failure or inability to meet the expected standard. As an alternative to immediate dismissal, the University may grant the staff member leave of absence without pay for a period of up to six (6) months to give additional time to find a suitable alternate position pursuant to Article 7.05(c). If at the end of the leave period the University has been unable to locate a suitable position, the staff member may be dismissed.

Where the non-culpable aspect of the staff member's unsatisfactory performance is due to illness or to physical or mental disability, the University's obligation under Article 7.05(c) will be to make every reasonable effort to accommodate the staff member to the point of undue hardship. Where the efforts to accommodate the staff member have not been successful, the University may proceed under Article 7.05(d) unless the staff member is eligible for sick leave or long-term disability under Article 17.

7.06 Failure To Report For Duty

Failing to report for duty for five (5) consecutive working days without providing the University promptly with adequate reasons for the absence may be cause for immediate dismissal.

7.07 Removal Of Documents

A staff member may request in writing that documentation of discipline imposed against the staff member shall be destroyed. On receipt of such a request, the University shall remove such documentation provided that:

- a) Eighteen (18) months have passed since the discipline was imposed, and
- b) the staff member has not committed a further disciplinary offence during that time, and
- c) the offence did not result in suspension of five (5) days or more.

For offenses resulting in suspension of five (5) days or more, the request would be considered on its merits and, if denied, may be resubmitted annually.

ARTICLE 8 - TERMINATION OF PROBATIONARY STAFF MEMBERS

8.01 Termination Of Probationary Staff Members

- a) The University may terminate a probationary staff member on the basis of unsuitability for continued employment in the position, provided that the factors involved can reasonably be expected to affect work performance. The University will give one (1) month's notice of termination of a probationary staff member. Termination of a probationary staff member in accordance with this Article shall not be regarded as discipline or dismissal for the purposes of Article 7.

- 8.01 b) In the case of a staff member who has previously completed probation in another PEA position and who has not had a break in service, the University will assess whether it is possible to return the staff member to her/his formerly held position. Where, in the University's judgement, this is not possible, the University will provide the staff member with recall rights in accordance with Article 26.04 (excluding Article 26.04 (d)). The maximum eligible lump sum severance payment at the end of the twelve (12) month recall period will be one-half (1/2) the normal severance entitlement under Article 26.07 (based on years of service prior to placement on recall status). The salary rate for severance pay will be that of the staff member's position prior to the probationary appointment. The staff member may elect to receive severance in lieu of recall rights with the agreement of the University.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

9.01 Informal Resolution

The parties agree that disputes can frequently be resolved by informal discussion between the parties or between staff members and their immediate supervisors. Before a grievance is initiated, a staff member shall seek an informal resolution of the dispute with the immediate supervisor, with or without an Association Representative in attendance. An informal resolution of a dispute shall not be used as a precedent by either party.

Part A - Grievance Procedure

9.02 Definition

The University and the Association recognize that grievances may arise from:

- a) differences between the parties about the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether or not a matter is arbitrable; or
- b) the dismissal or discipline of a staff member.

For the purposes of this Agreement, such disputes constitute grievances.

9.03 Formal Grievance

If an informal resolution of a grievance is not possible, the Association may submit the grievance in writing to the representative designated by the University to receive grievances. The grievance shall specify the Article(s) of the Agreement on which the grievance relies, and the remedy sought. A copy of the grievance must be filed within fifteen (15) working days after the date:

- a) on which the staff member was notified orally or in writing of the action(s) or circumstance(s) giving rise to the grievance, or,
- b) on which the staff member first became aware of the action(s) or circumstance(s) giving rise to the grievance.

Within fifteen (15) working days of receipt of the grievance, a representative designated by the University shall respond in writing.

9.04 Grievance Consultation

The parties agree to make every effort to settle grievances prior to arbitration.

*Part B - Arbitration Procedure*9.05 Arbitration

If the Association is dissatisfied with the response provided under Article 9.03, or the outcome under Article 9.04, the Association may notify the University, in writing, within fifteen (15) days of the University's response under Article 9.03, that it wishes to submit the grievance to binding arbitration.

9.06 Appointment of Arbitrators

- a) The parties agree to maintain a list of not fewer than three (3) mutually acceptable persons to act as arbitrators of grievances as defined in Article 9.02. The list of arbitrators shall form Appendix C of this Agreement.
- b) When arbitration is requested under Article 9.05, representatives of the parties shall meet within five (5) working days to select by mutual agreement, an arbitrator from Appendix C, or another arbitrator acceptable to both parties. Failure to reach agreement on a suitable arbitrator will result in the parties choosing an arbitrator from the existing list by random selection.
- c) If the arbitrator is unable to begin hearing the grievance within a reasonable period, another arbitrator shall be selected in the same manner as described in b) above.

9.07 Arbitration Board

Notwithstanding the agreed procedures for the appointment of a single arbitrator, either party may, prior to the selection of a single arbitrator, inform the other party that it wishes to have the matter heard by a three (3) person board. Within five (5) working days of receipt of such notice each party shall name its appointee to this board. The appointees shall select a neutral chairperson. Should the appointees fail to agree on a chairperson they shall select a chairperson by lot from Appendix C of this Agreement. Each party will be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the chairperson.

9.08 Arbitrator's Authority

An arbitrator or arbitration board shall not have the power to alter, modify, or amend any of the provisions of this Agreement. The decision of an arbitrator or arbitration board shall be final and binding on both parties and on staff member(s) affected by it.

9.09 Costs

Each party shall pay one-half (1/2) of the arbitrator's fees and expenses.

*Part C - General*9.10 Time Limits

The University and the Association agree that timely resolution of grievances is in the best interest of all parties. In the spirit of this Agreement, each party undertakes to notify the other promptly if it expects difficulty in meeting prescribed time limits. If necessary, time limits stipulated in this Article may be waived or extended by mutual written consent.

9.11 Deviation From Grievance Procedure

- a) The University agrees that after a grievance is filed by the Association under Article 9.03; University representatives will not enter into discussions or negotiations with the aggrieved staff member(s) about the grievance without the Association's consent.
- b) If, having initiated a grievance under Article 9.03, a staff member endeavours to pursue the same grievance through any other channel, the Association agrees that the grievance shall be considered to have been abandoned, and may not be resubmitted.

9.12 Supervisory Staff Member's Responsibility

If a grievance arises from the exercise of managerial or supervisory authority by any staff member, the Association agrees both that the staff member's first responsibility is to the University and that it will not attempt in any way to influence the staff member.

9.13 Procedural Errors

The parties intend that a grievance will not necessarily be invalidated due only to one (1) or more procedural errors, always provided that such errors have no bearing on the substance of the grievance. Time limits, however, may only be waived or extended by the mutual written consent of the parties.

ARTICLE 10 - WORK SCHEDULING

10.01 Work Scheduling

I. Introductory Principles

- a) The parties have collectively bargained the following Article with the intent that when the provisions for hours of work and overtime are considered together, they meet or exceed the requirements of the relevant sections of the Employment Standards Act.
- b) In particular, the parties recognize that the nature of both the work environment and the responsibilities of the position for most staff members provides for a high degree of self-direction in setting work priorities and establishing work schedules. Consistent with the professional nature of the work of staff members, it is also recognized that staff members may from time to time be expected to work in excess of an average work schedule (see Article 10.02) to carry out the responsibilities of their positions in a satisfactory manner.
- c) The provisions in this Article are established to provide a balance, to both the mutually valued independent nature of the work of professional staff, and the requirement at times to work excess hours to meet operational or program demands. This is described in Article 10.03 (b) (i) below.
- d) The parties, however, also recognize that a staff member should not be required to work a substantial number of hours in excess of the hours contemplated in her/his work schedule without receiving compensation for such hours in addition to that compensation described in 10.03 (b) (i). This is described in Articles 10.03 (b) (ii) and (b) (iii) below.

II. Work Scheduling Principles

Work schedules shall be determined by mutual agreement between staff members and their supervisors. Determination of work schedules will be designed to accommodate both the University's operational needs and the staff members' right to a reasonable and flexible work schedule.

Where a staff member and a supervisor are not able to agree on a work schedule, the supervisor has the right and the responsibility to implement a reasonable schedule. If the staff member finds the schedule unacceptable, the Association may seek to resolve the matter first through Article 3 (Association/University Relations) and then, if the matter remains unresolved, through Article 9 (Grievance and Arbitration).

10.02 Average Work Week

The parties recognize that the nature of staff members' duties frequently requires considerable flexibility to accommodate varying work loads and operational needs. Staff members are normally expected to be self-directing with respect to their job function, and may sometimes find it necessary to work considerably more than an average work week in order to perform their duties satisfactorily. However, in the twenty-six (26) week period as established by a department, a reasonable work schedule for full-time staff members shall average thirty-five (35) hours per week.

10.03 Work Schedule Adjustments

- a) Work schedules may be altered at any time by mutual consent.
- b) When a staff member is required by her/his supervisor and has the approval of the Dean, Director or equivalent to work in excess of the thirty-five (35) hours per week on average by the end of the twenty-six (26) week period as established by a department, then the staff member will receive compensatory time off (CTO) during the subsequent twenty-six (26) week period in the following manner:
 - (i) Any outstanding CTO hours up to and including one hundred and thirty (130) hours will be scheduled off and compensated at straight time;
 - (ii) Any outstanding CTO hours greater than one hundred and thirty (130) hours and up to and including three hundred and thirty eight (338) hours will be scheduled off and compensated at one and one-half (1.5X) times;
 - (iii) Any outstanding CTO hours greater than three hundred thirty eight (338) hours will be scheduled off and compensated at double (2X) time.

10.04 Scheduling of CTO

- a) Any time worked that has been required by the supervisor and has the approval of the Dean, Director or equivalent in accordance with Article 10.03 shall be recorded on a regular basis.
- b) To promote a healthy work environment, the responsible supervisor will ensure that such CTO accruing in the twenty-six (26) week period referenced in Article 10.03 is taken as soon as possible and is scheduled in consultation with the staff member in a fair and reasonable manner. In any case, all CTO accrued during the twenty-six (26) week period referenced in Article 10.03 must be scheduled by the supervisor (in consultation with the staff member) to be taken by the staff member by the end of the subsequent twenty-six (26) week period.

- 10.04 c) In exceptional circumstances, if the accumulated CTO has not been scheduled to be taken as time off by the end of the subsequent twenty-six (26) week period, the dean, director or equivalent will authorise the monetary value of a staff member's accumulated CTO to be paid out except in a case where an unanticipated leave of absence of the staff member was greater than 15 days and had interrupted the taking of the remaining accumulated CTO. In such cases, the time period for taking the CTO will be extended by mutual agreement of the parties. Such extension shall not exceed three months or the length of the unanticipated leave, whichever is greater.

10.05 Committee Work / Travel Time / Work At Remote Locations

Time spent working on University or joint University/Association Committees, or working at approved off-campus locations, shall be considered as time worked. Subject to approval in advance, regular travel time will be recognized as part of work schedules. "Travel time" means time spent travelling from point to point. The University may determine the means of such travel.

10.06 Standby

Staff members whose job function requires them occasionally to stand by to be called to duty under conditions which restrict normal off-duty activities shall be entitled to have this requirement taken into consideration in establishing their work schedule. If reasonable accommodation cannot be made in this way the staff member shall be entitled to one (1) hour compensatory time off for each three (3) hours on standby. Staff members must be formally assigned to standby duty to qualify and when designated shall be immediately available for duty at a known telephone number.

10.07 Callout

To compensate for disruption of personal time, staff members who are called in to work during normal off-duty periods shall be provided CTO of one-half (1/2) day plus an amount equivalent to the duration of the callout. CTO allocated for callout under Article 10.07 shall not be considered for work schedule adjustments or further CTO under Article 10.03.

10.08 Job Sharing

The purpose of job sharing is to allow regular staff members the ability to adjust working schedules to the mutual advantage of the staff member and the University, or where the parties have agreed to a job share to prevent a lay-off pursuant to Article 26.03 (b). Job sharing is subject to operational requirements. Staff members who wish to participate in job sharing arrangements must apply in writing to the Dean or Director with a copy to Human Resources and the Association. A written agreement signed by the Association, the University and the participants setting out the terms and conditions governing the job share must be concluded in order for the job share to proceed. In all cases staff members must work the minimum number of hours required to qualify for benefits. A job share may be for a limited term or trial period.

10.09 University Closure

Should the University, or an area of the University, be officially and temporarily closed due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of staff members, except in the circumstances contemplated under Article 1.04, then:

- 10.09 a) staff members will continue to receive full wages, rights and benefits during the closure;
- b) in the case of an area of the University being closed, and where alternate work is available in another area or department of the University, staff members will be informed if they are to be temporarily reassigned to that area or department.

It is understood that nothing in this clause precludes staff members from carrying out duties consistent with their positions and professional responsibilities that will ensure the University, or area of the University, re-opens as quickly as possible.

10.10 Hours of Work Notices, Meal Breaks, Split Shifts, Hours Free From Work

- a) Work schedules will not normally be posted due to the considerable flexibility accorded to staff members to accommodate varying workloads and operational needs, and due to the self-directing nature of staff members with respect to their job function. Full-time staff members will, unless other arrangements are made in accordance with Article 10.01, take an unpaid meal break of at least one half hour during a normal workday.
- b) Work schedules will not normally include split shifts that span more than a twelve (12) hour period unless mutually agreed in accordance with Article 10.01. If a staff member has teaching or instructional responsibilities assigned as part of her/his regular position's duties, and elects to withdraw from a mutually agreed split shift arrangement that spans more than a period of twelve (12) hours, the member will provide the department written notice of one academic term.
- c) Staff Members and supervisors should ensure that the work schedule determined by mutual agreement in accordance with Article 10.01 normally has at least eight (8) consecutive hours free from work between shifts, and at least thirty-two (32) hours free from work each week.

ARTICLE 11 - HOLIDAYS

11.01 Designated Holidays

The following days are designated as paid holidays:

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

as well as any other day proclaimed as a general holiday by the Government of Canada or by the Government of British Columbia, or after consultation with the Association, any day observed by the University in lieu of such a day.

11.02 Entitlement

Full-time staff members shall be entitled to the above holidays at their regular salary. Part-time staff members shall be paid for the above holidays at their regular salary for their average daily rate during the preceding twenty-two (22) working days.

11.03 Holiday On Scheduled Day Off

When the day observed by the University as a paid holiday falls on a staff member's regular scheduled day off, the staff member will be granted an alternate day off, within six months after the date of the general holiday, at a time to be mutually agreed between the staff member and the supervisor.

11.04 Holiday During Vacation

When a staff member is on annual vacation and a paid holiday occurs during that period, the paid holiday shall not count as a day of vacation.

11.05 Working on a Designated Holiday

- a) The parties acknowledge that the University provides two general holidays each year in addition to those provided for under the laws of British Columbia and, up until June 30, 2007, two additional paid holidays during the final week of December. In recognition of this fact, the parties agree that when a staff member is required by her/his supervisor and has the approval of the relevant dean, director, or equivalent to work on a holiday recognised under either the laws of British Columbia or the terms of this agreement, the staff member will, in addition to being paid for the day, be provided with CTO equal to the hours worked to be taken off at a time mutually agreed between the staff member and the supervisor, and in any event within six (6) months after the date of the holiday.
- b) If, during a given calendar year, a staff member is required by her/his supervisor and has the approval of the relevant dean, director, or equivalent to work on more than one holiday recognised under either the laws of British Columbia or the terms of this agreement during the calendar year, the member will, in addition to being paid for the day, be provided with CTO equal to one and one-half (1.5) multiplied by the hours worked. CTO which accrues in this circumstance will be taken at a time mutually agreed between the staff member and the supervisor, and in any event within six (6) months after the date of the holiday.

ARTICLE 12 - VACATION

12.01 Basic Vacation Entitlement

- a) The vacation entitlement for regular staff members is twenty-two (22) working days in the first (1st) through to the fifth (5th) year of continuous service; twenty-three (23) working days in the sixth (6th) through to the tenth (10th) year of continuous service; and twenty-five (25) working days for all subsequent years of service. These entitlements will be prorated for part-time and/or part-year service.
- b) The vacation entitlement for term staff members is fifteen (15) working days per year. Term staff members who work continuously for more than one (1) year will earn, and will be credited with, vacation as outlined in Article 12.01(a) after completion of the first (1st) continuous year of service. These entitlements will be pro-rated for part-time and/or part-year service. Where a term staff member is appointed as a regular staff member without a break in service, the vacation entitlement will be calculated from the starting date of service.

- 12.01 c) For recording purposes, vacation credits should be accrued monthly from January first (1st) of each calendar year, and entitlements increased on regular staff members' fifth (5th) and tenth (10th) anniversary dates. During the first (1st) year of service, therefore, vacation credits will be accrued monthly from the initial date of employment to December 31 of that calendar year. The accrued total at the end of each calendar year (less any vacation days taken during the calendar year) will be carried forward to January 1 of the next calendar year.
- d) Normally, vacation should be taken after it has been earned. Where vacation has been approved to be taken in advance of being earned and staff members subsequently terminate their employment, they must pay back any vacation time they have used in excess of the amount to which they were entitled.

12.02 Maximum Accumulation Of Vacation Days

Normally staff members will take their earned vacation entitlement by December 31 of the year following the year in which it was earned. Total accumulated vacation days at December 31 of each calendar year may not exceed forty (40) days (excluding Long Service Vacation as per Article 12.03). Any unused vacation of more than 40 days shall be paid out annually, providing that the procedures in Article 12.04 were followed and the staff member was unable to schedule vacation due to operational reasons.

12.03 Long Service Vacation

The University recognizes long service of regular staff members with supplementary vacation entitlements, to be granted once in each five (5) year period after becoming eligible as follows: after ten (10) years, five (5) working days; after fifteen (15) years, ten (10) working days; after twenty (20) years, fifteen (15) working days; and after twenty five (25) years and every five (5) years thereafter, twenty (20) working days. Long service vacation shall be used within five (5) years after it is awarded, and if not used during that period shall be forfeited, unless it was unable to be scheduled for operational reasons. In such event, it shall be paid out at the end of the five-year period.

12.04 Scheduling Of Vacation

Staff members shall schedule their vacations after consultation and approval by their supervisors, who shall ensure that a monthly vacation credit and debit record for each staff member is maintained.

ARTICLE 13 – MATERNITY AND PARENTAL LEAVE

13.01 Entitlement

Staff members 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.

UVic supplementary top-up benefits for regular staff members described in this Article are contingent on the staff member applying for the maximum Employment Insurance ("EI") benefits available to the staff member under the Canada Employment Insurance Act.

Part A – Maternity and Parental Leave – Birth Mother

13.02 Maternity Leave Entitlement

- a) A staff member 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.
- b) Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the staff member is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the staff member is eligible to apply for sick leave under Article 17.

13.03 Parental Leave Entitlement

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

13.04 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, plus any additional leave under Articles 13.02 (b) and 13.03 (b).

13.05 UVic Supplementary Benefits for the Birth Mother

A birth mother, who is a regular staff member not on layoff or leave of absence, is entitled to the following supplementary benefits:

- a) During the first two (2) weeks of leave (which is the waiting period for Employment Insurance benefits) the University will pay a supplementary top-up benefit equal to 95% of the staff member's normal basic salary, providing the staff member has made application for EI maternity benefits.
- b) During the next sixteen (16) weeks, the staff member will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the staff member's normal basic earnings and the amount of Employment Insurance Maternity Benefit the staff member is receiving or that which the staff member would be expected to receive if the staff member qualified for benefits.
- c) The remaining thirty-four (34) weeks, plus any additional leave under Articles 13.02 (b) and 13.03 (b), are without salary from the University, however the birth mother may be eligible for continued Employment Insurance parental benefits during this period.

13.06 Sharing EI and Supplementary Parental Benefits with the Birth Father

- a) 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.
- b) Where the birth father is also a regular staff member, the birth mother may assign one or more weeks of the eighteen (18) week University supplementary top-up benefits to the birth father, as outlined in Article 13.09, providing the birth father applies for EI parental benefits during this period.

Part B - Parental Leave - Birth Father

13.07 Parental Leave Entitlement

- a) A staff member 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.
- b) 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.

13.08 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.

13.09 UVic Supplementary Benefits for the Birth Father

Where the birth father is a regular staff member not on layoff or leave of absence, and where the birth mother is not an eligible staff member, or where the birth mother is an eligible staff member and has assigned all or a portion of her University supplementary top-up benefits to the birth father under Articles 13.05 and 13.06, then during a period not exceeding the first eighteen (18) weeks of parental leave, the birth father will receive from the University a supplementary top-up benefit equal to the difference between ninety-five percent 95% of his regular earnings and the amount of Employment Insurance Birth Father Benefit the birth father is receiving or that which the birth father would be expected to receive if the birth father qualified for benefits. The remaining weeks of parental leave are without salary from the University.

Part C - Parental Leave - Adoptive Parents

13.10 Parental Leave Entitlement

- a) A staff member who is a 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 University that may be taken anytime within one year after the child is placed with the parent.
- b) 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.

13.11 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.

13.12 UVic Supplementary Benefits

An adoptive parent, who is a regular staff member not on layoff or leave of absence, is entitled to the following supplementary benefits while on parental leave:

- a) During the first two (2) weeks of parental leave (which is the waiting period for Employment Insurance benefits) the University will pay a supplementary top-up benefit equal to 95% of the staff member's normal basic salary, providing the staff member has made application for EI parental benefits.
- b) During the next sixteen (16) weeks, the staff member will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the staff member's normal basic earnings and the amount of Employment Insurance Parental Benefit the staff member is receiving or that which the staff member would be expected to receive if the staff member qualified for benefits.
- c) The remaining seventeen (17) weeks, plus any additional leave under 13.10 (b), are without salary from the University.

Where both adoptive parents are regular staff members, the supplementary top-up benefit may be taken by one or the other, or shared between them, to a maximum of eighteen (18) weeks.

Part D – Other Conditions

13.13 Personnel Benefits

Staff members are required to contribute their share of the cost of the Personnel Benefits Programs in which they are enrolled for the full term of any maternity or parental leave in which they are receiving supplementary benefits, and the University will continue to contribute its share of the cost of the programs. During other periods of maternity or parental leave without pay, the University will continue to contribute its share to the Personnel Benefits Programs unless the staff member elects in writing not to continue to pay the staff member's share.

13.14 Vacation, Sick Leave, Professional Development Leave Accrual

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

13.15 Other Unpaid Leave

Applications for further leave without salary, special leave or sick leave prior to or after the maternity or parental leaves identified above may be made in accordance with Articles 17 (Sick Leave) or 14 (Personal Leave of Absence) as appropriate.

13.16 Return to Work

Staff Members who return to work from a period of maternity or parental leave will be returned to their original position without loss of rights or benefits. Where, due to elimination of the staff member's position, it is not possible to return a staff member to her or his original position, following consultation with the Association, the staff member's circumstances will be addressed consistent with the provisions of Article 26 of this Agreement.

13.17 Employment Insurance Top-Up

Salary payments made by the University to regular staff members for maternity or parental leave will commence when staff members provide proof that they are receiving Employment Insurance Benefits or that they are disqualified from EI benefits because of an insufficient number of insurable weeks.

Such proof will not be made available by EI until after the leave has commenced and hence University payments will be retroactive. To avoid delays in qualifying for benefits, staff members should obtain the Record of Employment (ROE) form from the Payroll Section in Accounting Services on their last working day before the leave and present it as soon as possible at the Employment Insurance Office.

13.18 Reduction in Employment Insurance Benefit

- a) Should the level of Employment Insurance Benefits be reduced from the level of benefits in effect as at the effective date of this Collective Agreement, the University's contribution to the supplementary benefits paid to staff members under Articles 13.05(b), 13.09, and 13.12(b) will not be increased to compensate.
- b) If any of the amount of any EI benefits received is subsequently reassessed under either the Employment Insurance Act or the Income Tax Act, there is no recourse to the University with regard to any amount required to be repaid by the Member.

ARTICLE 14 - PERSONAL LEAVE

14.01 Absence For Unavoidable Personal Business

In keeping with the understanding that staff members have considerable flexibility in arranging their work schedules, as described in Article 10, the University acknowledges that they may absent themselves from the workplace for short periods of time to attend to unavoidable personal business. Provided that there is no negative impact on the timely and effective performance of the staff members' University duties, such absences will be with pay.

14.02 Notice To Supervisor

The University and the Association expect staff members to use this flexibility responsibly. Whenever possible staff members will inform their supervisors in advance of the absence and keep the absence as short as is necessary to deal with the circumstances requiring the absence.

14.03 Compassionate Leave

The University will allow a staff member reasonable leave of absence with pay for compassionate reasons. Compassionate leave shall include, but not be limited to death or severe illness or injury of a close family member, partner, spouse or close friend.

14.04 Compassionate Care Leave

The University will allow a staff member leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill close family member, partner, spouse or close friend at risk of dying. For information only, employees who are granted such leave may be eligible to apply for Employment Insurance (EI) Compassionate Care benefits.

14.05 Absence Without Salary

Staff members may apply for personal leave of absence without salary. Granting of such leave of absence is subject to operational requirements but shall not be unreasonably denied. Applications for personal leave without pay shall be made in writing to the staff member's Dean or Director through the normal administrative channels. Staff members shall receive a reply to their requests for unpaid leave within thirty (30) calendar days (except in unusual circumstances) of such application.

ARTICLE 15 - LEAVE FOR COURT AND TRIBUNAL APPEARANCES

15.01 Jury And Witness Leave

The University shall grant paid leave to staff members, other than those on leave without salary, who are required by law to serve as jurors or witnesses in a court action or statutorily-established tribunal, provided such action is not occasioned by the staff member's private affairs.

15.02 Remittance Of Payments

Staff members who receive paid leave under Article 15.01 shall remit to the University all monies paid by the court, less expenses.

15.03 Court Actions Arising From Private Affairs

In cases where staff members' private affairs result in court appearances, leave to attend at court shall be granted. Such leave shall be without salary.

15.04 Incarceration

Staff members who are incarcerated pending a court appearance shall be entitled to leave without salary.

15.05 Notice

Staff members shall advise their supervisor when leave under Articles 15.01 through 15.04 is required.

ARTICLE 16 - MAINTENANCE OF BENEFITS16.01 Maintenance Of Benefits

During any period of unsalaried leave granted under Articles 14 and 15 for less than half the working days in a month, the University shall maintain the benefits on the normal cost sharing basis. Otherwise, staff members shall have the right to maintain any or all of their personnel benefits by assuming the total cost of monthly contributions.

ARTICLE 17 - SICK LEAVE*Part A - Full-Time Confirmed Regular Staff Members*17.01 Illness Up To One Month

A full-time confirmed regular staff member (i.e., a regular staff member who has successfully completed the probationary period for his or her initial appointment) who is unable to work due to personal illness shall inform the supervisor or designate immediately and, upon approval, will be granted paid sick leave of up to one (1) month. Such approval will not be unreasonably denied.

17.02 Illness Up To Three Months

If a confirmed regular staff member's inability to work due to personal illness extends beyond one (1) month, such staff member shall inform the supervisor or designate immediately and, subject to a medical report(s) confirming the staff member's inability to work due to personal illness, will, upon approval, be granted paid sick leave of up to two (2) additional months. Such approval will not be unreasonably denied.

17.03 Illness Beyond Three Months

If a confirmed regular staff member's inability to work due to personal illness extends beyond three (3) months, such staff member shall inform the supervisor or designate immediately and, subject to a medical report(s) confirming the staff member's inability to work due to personal illness, will, upon approval, be granted paid sick leave of up to three (3) additional months. Such approval will not be unreasonably denied.

Part B - Part-Time Confirmed Regular Staff Members

17.04 Part-Time regular staff members are entitled on a pro-rated basis to the same benefits and subject to the same conditions as set out in Section A for full-time regular staff members.

*Part C - Probationary Regular Staff Members*17.05 Initial Probationary Appointment

Staff Members in the probationary period of their initial appointment are entitled to one and one-half (1-1/2) days of paid sick leave per month for personal illness (pro-rated for part-time).

Part D - Term Staff Members

17.06 Full-Time Term Staff Members

Subject to Article 17.08, full-time term staff members are entitled to one and one-half (1-1/2) days of paid sick leave per month. Accumulated sick leave may not be carried over from term to term unless the terms are contiguous.

17.07 Part-Time Term Staff Members

Subject to Article 17.08, part-time term staff members working at least half-time are entitled to sick leave pro-rated on the basis on one and one-half (1-1/2) days per month. Accumulated sick leave may not be carried over from term to term unless the terms are contiguous.

17.08 Term Appointments Exceeding Three Years

A staff member who has been employed on the basis of more than three (3) years of contiguous term appointments, shall be entitled to sick leave on the same basis as set out for regular staff members in Articles 17.01, 17.02 and 17.03 to a maximum of six (6) months or the period remaining to the end of the term, whichever is less.

Part E - Medical Reports

17.09 Physician's Certificate

A physician's certificate may be required by the University at any time in case of illness. Where a staff member is required to pay a fee for a certificate provided at the University's request, the University shall reimburse the cost of the fee.

17.10 Second Medical Opinion

Where a sick leave extends beyond one (1) month or where it is anticipated at the outset that the duration of the leave will be uncertain or will last beyond one (1) month, the University has the right to and may require a second medical opinion. The University may select either the Staff Member's nominee, or another practitioner to be mutually agreed upon between the staff member and the University.

Part F - Application Requirements For Long Term Disability

17.11 Where after three (3) months' absence due to illness a regular staff member's physician considers recovery from illness not likely or uncertain by the end of a total of six (6) months' sick leave, the staff member shall also make an application for Long Term Disability Insurance Benefits (see Article 18.06) at the end of a total of three (3) months' absence. This application shall be made by the staff member through the Office of the University's Benefits Coordinator in the Human Resources Department.

ARTICLE 18 - PERSONNEL BENEFITS*Part A - Medical, Extended and Dental Care Plans***18.01 Medical Plan**

All regular staff members who are eligible under the terms of the Medical Services Plan will, as a condition of employment, participate in the Plan from the first day of the month coinciding with or following commencement of employment, unless covered under a spousal plan.

18.02 Extended Health And Dental Care Plans

- a) All regular staff members who are eligible under the terms of the Extended Health Benefits and Dental Care Plans will, as a condition of employment, participate in the Plan from the first day of the month coinciding with or following commencement of employment.
- b) At the time of enrollment staff members will have the option of covering dependents. Additions or deletions of dependents will be permitted with satisfactory proof of a change in married or dependent status.
- c) Staff members who opted not to join the Dental and Extended Health Care plans prior to January 1, 1997 cannot join these plans except where the staff member can demonstrate they had coverage under the terms of another Dental and Extended Health Care plans at the time they made their decision and that this coverage is no longer in place due to circumstances beyond the staff member's control.
- d) If staff members choose to coordinate their University of Victoria Dental and/or Extended Health Plan coverage with another plan, claims must be coordinated to ensure that total benefits payable do not exceed one hundred percent (100%) of the eligible expenses.
- e) Effective July 1, 2006, Extended Health coverage for Orthotic inserts shall be \$400 per calendar year per eligible plan member.
- f) Effective July 1, 2006, Extended Health coverage for paramedical visits (chiropractor, massage practitioner, physiotherapist) increases to \$20 per visit for the first 12 visits.

18.03 Health Care Premiums

- a) All eligible staff members will contribute fifty percent (50%) of the required total premiums for the Medical, Extended and Dental Plans by payroll deduction.
- b) Effective July 1, 2007, all eligible staff members will contribute twenty-five percent (25%) of the required total premiums for the Medical, Extended and Dental Plans by payroll deduction; and Extended Health benefit yearly deductible increases from \$50 to \$75 per eligible member.

Part B - Group Life Insurance And Long Term Disability Insurance

18.04 Basic Group Life Insurance

All regular staff members who are eligible under the terms of the Basic Group Life Insurance Plan will, as a condition of employment, participate in the Plan from the first day of the month following commencement of employment.

18.05 Optional Group Life Insurance

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

18.06 Long Term Disability Insurance

All regular staff members who are eligible under the terms of the Long Term Disability Insurance Plan will, as a condition of employment, participate in the Plan from the first day of the month following employment.

18.07 Group Life Insurance And Long Term Disability Premiums

The University pays the full premium for the Basic Group Life Insurance Plan. Staff members pay the full premium for the Long Term Disability and the Optional Group Life Insurance Plans by payroll deduction.

Part C - University Pension Plan

18.08 Pension Plan Participation And Contributions (Regular Full-Time)

All regular full-time staff members who are eligible under the terms of the University Pension Plan will, as a condition of employment, participate in the Combination Pension Plan from the first day of the month following employment.

The staff member will contribute 3% of basic regular salary up to the Canada Pension Plan's Yearly Maximum Pensionable Earnings (YMPE), and 5% of basic regular salary in excess of the YMPE. The University will contribute 7.37% of basic regular salary up to the YMPE, and 9% of basic regular salary in excess of the YMPE, and 1% of basic regular salary to the Defined Retirement Benefit Account.

18.09 Pension Plan Participation And Contributions (Regular Part-Time)

All regular part-time staff members who are eligible under the terms of the University Pension Plan will, as a condition of employment, participate in the Money Purchase Pension Plan from the first day of the month following employment.

Staff members will contribute 3% of basic regular salary up to the Canada Pension Plan's Yearly Maximum Pensionable Earnings (YMPE), and 5% of basic regular salary in excess of the YMPE. The University will contribute 8.37% of basic regular salary up to the YMPE and 10% of basic regular salary in excess of the YMPE.

*Part D - Benefits For Staff Members With Term Appointments***18.10 Voluntary Participation - Term Staff Members**

A staff member holding a term appointment for a minimum of three (3) months at 0.50 FTE or more is eligible, on a voluntary basis, to enroll in the Medical and Extended Health Benefits Plans effective from the first of the month following appointment, and in the Dental, Basic Group Life, Optional Group Life and Money Purchase Pension Plans after twelve (12) months of continuous service. Term staff members who choose to enroll are required to stay in these Plans until the end of their term or contiguous terms on the same cost-sharing basis as regular staff members.

ARTICLE 19 - JOB EVALUATION**19.01 Definition**

Job evaluation is the process of measuring the relative worth of jobs. Fair and equitable job evaluation is based on the bona fide job requirements of skill, effort, responsibility and working conditions.

19.02 Joint Job Evaluation Plan

The University and the Association have jointly established a gender-neutral job evaluation plan (JJE) to facilitate the objectives of equal pay for work of equal value and the University's competitiveness with respect to recruitment and retention of staff members.

This JJE plan fully and finally extinguishes the University's funding obligations for Job Evaluation and Pay Equity.

19.03 Joint Job Evaluation Committee

A Joint Job Evaluation Committee (JJEC) consisting of three (3) representatives designated by each party, including co-chairs, will rate positions under the plan in accordance with the procedures outlined in Article 19.04 and 19.05 below.

19.04 Job Re-Evaluation

The following procedure shall apply whenever the University significantly changes the duties and responsibilities of a position:

- a) The University, the Association or the staff member may request a re-evaluation of the position's job rating.
- b) The re-evaluation request shall contain a revised job evaluation questionnaire (JEQ) completed in full by the incumbent which highlights the significant changes to the position, and may include any other supporting documentation considered relevant.
- c) The re-evaluation request shall be submitted for review to the JJEC along with the acknowledgement and written comments of the staff member's immediate supervisor and confirmation of the authorized duties by the appropriate Dean, Director or equivalent. The JJEC shall acknowledge receipt of the request and, on inquiry, indicate the date on which a response is anticipated.

- 19.04 d) The JJEC shall notify the staff member, the supervisor and the appropriate Dean, Director or equivalent of the recommended rating results.
- e) Should the review result in a change to the job rating, the effective date of the change shall be the date that the completed questionnaire was filed with the staff member's supervisor for comment under Article 19.04(c).
- f) Should a review submitted under Article 19.04 result in a recommendation for a higher job rating, the incumbent will be paid a salary adjustment retroactive to the date the request for a review was submitted to the staff member's supervisor for as long as the University defines the duties of the position at the level of the higher job rating in accordance with Article 6.01.

19.05 Evaluation of New Positions

- a) When the University establishes a new position that has not previously been evaluated, the Human Resources Department will rate the position and advise the JJEC and the PEA at the time the position is posted and/or filled.
- b) The new incumbent may complete a job evaluation questionnaire between six months and not later than twelve months after assuming the position, at which time the position will be rated by the JJEC in accordance with the procedure under Article 19.04. Any change in the rating level will, if appropriate, result in a retroactive salary adjustment to the date the incumbent was hired into the position.
- c) Should a JEQ be submitted by the new incumbent after the six to twelve month period referenced in b) above, but prior to the end of 18 months after the incumbent assumed the position, the maximum retroactive salary adjustment, if appropriate, will be for the 12 months prior to the date on which the JEQ was submitted to the supervisor. Any JEQ submissions by new incumbents after the end of the 18 month period following commencement in the position will be governed by Article 19.04 f) above.

19.06 Reconsideration of Rating Decision

- a) An incumbent, supervisor and/or excluded manager may request a reconsideration of the rating decision arising from Article 19.04 or 19.05, within the time period indicated by the JJEC in its notice of ratings. This request shall be in writing and shall detail the reason(s) for disagreement and must include any new information relevant to the evaluation of the job. The final reconsideration request must be signed by the incumbent, supervisor and excluded manager.
- b) The Joint Job Evaluation Committee (JJEC) shall review any request for reconsideration of the rating decision under Articles 19.04 or 19.05. Where the committee does not reach consensus on a job rating decision, either party may refer the matter for final resolution as provided under Article 9.

19.07 Salary Adjustments

Should a review under Article 19 result in a job rating at a higher salary range, the staff member's salary shall be adjusted as follows:

- 19.07 a) if the staff member's current salary is below the Job Rate of the higher range, the staff member's salary shall be placed at the floor of the new range, or the point in the new range between the floor and the Job Rate that is ten percent (10%) above the staff member's present salary, or an appropriate salary between the Floor and the Job Rate based on the University's assessment of the staff member's qualifications and experience, whichever is greater; or
- b) if the staff member's current salary is above the Job Rate of the higher range, the staff member's salary shall be increased by three percent (3%), but in no case beyond the Ceiling of the higher range; or
- c) if the staff member's current salary is below the Job Rate of the higher range and a ten percent (10%) adjustment would result in placement above the Job Rate of the higher range, the staff member's salary shall be increased to the Job Rate, or by a minimum of three percent (3%).

ARTICLE 20 - PROFESSIONAL DEVELOPMENT

Part A - Professional Development Leave

20.01 Professional Development Leave Qualifying

Regular staff members may apply for salary supported professional development leave when:

- a) the staff member has completed six (6) years of continuous service;
- b) at least one (1) year has elapsed for each month of professional development leave granted, to a maximum of six (6) years, if professional development leave was granted previously.

20.02 Professional Development Leave - Terms

- a) the period of professional development leave requested shall not be greater than twelve (12) months;
- b) the staff member must agree to return to the University's employ for at least one (1) year.

20.03 Professional Development Leave - Criteria

Salary supported professional development leave for those who qualify and who agree to its terms, may be approved at the sole discretion of the University and only in accordance with the following criteria:

- a) approval is subject to funding availability and operational considerations;
- b) the timing of the professional development leave shall create the least possible disruption to the staff member's department;
- c) the proposed professional development or investigation program should be of benefit to the University and the staff member.

20.04 Salary Support

Staff members whose professional development leave has been approved shall be entitled to salary support during the leave period of five and one-half percent (5.5%) of basic annual salary for each year of continuous full-time service since the start of employment or since return from the last professional development leave, as the case may be, to a maximum of sixty-six percent (66%) of annual salary. This salary support will normally be distributed evenly over the total leave period, but in no case shall exceed one hundred percent (100%) of the salary that would normally be paid in that period.

20.05 Outside Support

In the event that a staff member receives outside support in the form of fellowships or grants (excluding research and travelling expenses), the total of such outside support together with the University's salary support shall not exceed one hundred percent (100%) of the staff member's basic salary for the period of professional development leave. In the event of such potential combined support exceeding the basic salary, the salary support received from the University shall be reduced by the excess amount.

20.06 Benefits Contributions

The University and the staff member shall each continue to contribute their share of the benefits in which the staff member is enrolled over the period of professional development leave.

20.07 Benefits And Pension Plans

The University's contribution to the benefits and pension plans shall be prorated for the level of salary support as eligible under Article 20.04.

20.08 Vacation Time Earned

Vacation time earned during an approved professional development leave period shall be earned at the same level of salary support as eligible under Article 20.04.

20.09 Applications

Applications for professional development leave shall be made (no later than January 15 of the year prior to the fiscal year in which the leave is proposed) by submitting the prescribed application form to the staff member's supervisor, with a copy to the Director of Human Resources. The application shall specify the purpose for which the leave is being requested, the duration of the proposed leave, the location(s) in which the professional development or investigation program will be undertaken, and what types of outside support are being sought for the leave.

20.10 Evaluation Of Applications

Applications for professional development leave will be evaluated by the University on the basis of the criteria in Articles 20.01, 20.02 and 20.03 and in the order in which they are received in the office of the Executive Director of Human Resources. Applicants will be advised in writing by the University by March 31 of each year (except in unusual circumstances) whether the professional development leave can be granted. If an application cannot be granted under Article 20.03(a) considerations, the University may offer the leave in a subsequent year.

20.10 The University will provide the Association with a report on the first working day in July of each year of the applications for professional development leave received and the status of each application.

20.11 Report

Within sixty (60) days of completion of an education leave, the staff member shall prepare and submit a report to the appropriate Vice-President via the normal administrative channels. The report shall describe and evaluate the extent and success of the professional development or investigation program and if appropriate make recommendations for possible improvements in or enhancements to the University's services.

20.12 Review

A staff member who feels that a professional development leave application has been unfairly rejected may request, in writing, that the Association/University Committee established under Article 3 conduct a review of the application and the decision and, if appropriate, make a recommendation to the University. The parties agree that a decision made under Part A of this Article is not subject to Article 9 (Grievance and Arbitration).

20.13 Eligibility for Research Grants in Lieu of Salary

A staff member, whose professional development leave is approved, will be covered by the University's research grants-in-lieu of salary policy, if eligible.

20.14 Secondment

The University may approve secondment of staff members to external institutions and agencies or to other positions within the University. Staff members may apply for such secondments.

Part B - Professional Development Expense Account

20.15 Professional Development Expense Accounts

The University shall inform staff members of their rights and obligations under the University's policy for Professional Development Expense Accounts and the Central Pro-D fund. The University agrees that the policy will not be changed without consultation with the Association. The Association/University Committee will periodically review the guidelines and/or consider suggestions of the Joint Committee, and make recommendations to the University to revise the guidelines covering the administration of the Central Pro-D fund.

ARTICLE 21 - SALARY

21.01 Progression Adjustments

- a) On each July 1st, staff members whose salaries are at the Floor or between the Floor and the Job Rate will, subject to satisfactory performance, be entitled to annual Progression Adjustments of 3% of actual salary.
- b) Except in cases of clearly documented unsatisfactory performance staff members with less than a full year's service will receive pro-rated Progression Adjustments without prejudice to any probationary review or other performance assessments.

21.02 Performance Adjustments

On each July 1st, staff members whose salaries are at the Job Rate or between the Job Rate and the Ceiling shall, based on satisfactory performance, be entitled to an annual performance adjustment of 3%, but in no case will this result in a salary higher than the Ceiling.

21.03 General Salary Adjustments

The parties will negotiate any general adjustments to salaries and/or salary ranges in each round of collective bargaining. Unless otherwise agreed, general adjustments will be effective July 1st of the applicable year.

21.04 Salary Ranges

Effective July 1, 2001 salary ranges will have a Floor, Job Rate, and Ceiling as defined below:

- a) The Floor is the minimum salary of each salary range.
- b) The Job Rate is the salary staff members may expect to achieve through Progression Adjustments, normally over a period of four (4) years in a position, subject to placement on hiring, or promotion, or job evaluation, and satisfactory progress towards their fully qualified and competent level of performance.
- c) The Ceiling is the highest salary to which staff members who have reached the Job Rate may advance through Performance Adjustments, based on satisfactory performance.

21.05 Salary Protection And Decrease In Job Rating ("Red Circling")

- a) A staff member's salary shall not be reduced as a result of job evaluation or by reason of placement into a position with a lower maximum salary (i.e. the ceiling), unless the placement is the result of the staff member's inability to perform the duties of the original position or is in response to a lay-off.
- b) When a staff member's salary is above the Ceiling for the new position, the staff member's salary shall be frozen until the Ceiling for the new position equals or exceeds the staff member's present salary (the "red circled" salary). When the Ceiling for the staff member's new position equals or exceeds the "red circled" salary, the staff member shall receive any further negotiated salary increases.

21.06 Temporary Assignment

A staff member assigned by the University for twenty (20) working days or more to perform all, or the principal duties, of a position with a higher Ceiling shall receive the Floor of the higher range or the point in the higher range which is ten percent (10%) above the staff member's present salary, whichever is greater. Such acting pay is not payable to a staff member whose position requires the staff member to perform periodically the principal duties of the higher position.

A staff member's salary shall not be reduced as a result of temporary assignment by the University to a position with a lower Ceiling.

21.07 Salary Adjustment On Promotion or Position Re-evaluation

When a staff member is appointed to a position at a salary range with a higher ceiling, or should a review under Article 19 result in a job rating at a higher salary range, the staff member's salary shall be adjusted as follows:

- (i) if the staff member's current salary is below the Job Rate of the higher range, the staff member's salary shall be placed at the floor of the new range, or the point in the new range between the floor and the Job Rate that is ten percent (10%) above the staff member's present salary, or an appropriate salary between the floor and the Job Rate based on the University's assessment of the staff member's qualifications and experience, whichever is greater; or
- (ii) if the staff member's current salary is above the Job Rate of the higher range, the staff member's salary shall be increased by three percent (3%), but in no case beyond the Ceiling of the higher range; or
- (iii) if the staff member's current salary is below the Job Rate of the higher range and a ten percent (10%) adjustment would result in placement above the Job Rate of the higher range, the staff member's salary shall be increased to the Job Rate, or by a minimum of three percent (3%).

ARTICLE 22 -WORKPLACE SAFETY

22.01 Cooperation on Occupational Health and Safety

The Association and the University share a mutual desire to establish and maintain a safe, secure and healthy workplace.

22.02 Compliance With Occupational Health And Safety Regulations and Legislation

The University and the Association agree to cooperate to comply with all applicable federal, provincial and municipal occupational health and safety legislation and regulations, including those enacted under the *Workers' Compensation Act of British Columbia*.

22.03 PEA Participation in Safety Committees

The PEA has the right to have representation on any University committee which includes employee representatives and which deals with occupational health and safety matters affecting members of the bargaining unit.

- a) The PEA will participate on the University Safety Committee (USC) in accordance with the terms of reference of the committee. This committee meets the requirements of a joint occupational health and safety committee under the terms of the *Workers Compensation Act of British Columbia*. A copy of the minutes of all USC meetings will be forwarded to the Association.
- b) The PEA will also have a representative on the Local Safety Committees (LSC) in the buildings where they are employed.

22.04 Occupational Health and Safety Programs

The University and the Association recognize the value of effective Occupational Health and Safety Programs, including such programs as Ergonomics, WHMIS, Emergency Planning, Working Alone and others. The Association and the University also recognize the risk management approach used in occupational health and safety programs, and agree to work cooperatively in the process of risk identification, risk assessment, risk mitigation including education and training, and program monitoring.

22.05 Safety Related Training and Personal Protective Equipment

- a) All members of the USC as well as members of LSC's are eligible for eight hours of training per year provided by the University.
- b) The University shall undertake a risk assessment and shall provide appropriate training, and personal protective equipment, to staff members who are required to undertake hazardous work.

22.06 Resolving Concerns Regarding Unsafe Working Conditions

Staff members have the right to refuse unsafe work in accordance with regulations enacted by the Workers' Compensation Board of British Columbia. The University and the Association will work cooperatively to resolve these situations quickly, utilizing processes through the University Safety Committee. If issues are unresolved, they will be referred to the Labour Management process.

22.07 Pregnant Staff Member

A pregnant staff member, upon her request, will not be required to undertake work which she believes is hazardous to her pregnancy. Alternate work will be offered by the University, if available. Staff members for whom an alternate position is found will be paid at the rate of salary of the alternate position. If alternate work is not available, the staff member may decide to continue in her position or to take a leave of absence without salary for the time remaining to the commencement of the maternity leave.

ARTICLE 23 - JOB SECURITY AND CONTRACTING OUT

23.01 Notice Of Organizational Change

The University agrees to provide the Association with at least three (3) months notice in writing of its intention to introduce any organizational change which will adversely affect the security of employment of any staff member covered by this Agreement.

23.02 Contracting Out

The Association acknowledges that the University's right and responsibility to manage its affairs in the most effective and efficient manner possible may occasionally require the contracting out of services. The University agrees not to contract out any work presently performed by staff members which would directly result in the layoff of a staff member.

23.03 Request For Proposals

Where the University issues a request for proposals for work presently performed by bargaining unit members, the University will provide the Department(s) normally doing that type of work with an opportunity to submit a proposal.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Notice

The University agrees to provide the Association with not less than three (3) months notice in writing of its intention to introduce any technological change in material, equipment or process affecting the security of employment of staff members covered by this Agreement.

24.02 Referral To Association/University Committee

The Association or the University may within thirty (30) days of such notification request a meeting of the Association/University Committee established under Article 3 to discuss and attempt to resolve all matters pertaining to the proposed change.

24.03 Training

Should the introduction of technological change result in substantial changes in a staff member's defined duties the University shall provide training and equipment as required.

24.04 No New Staff Members

New staff members shall not be appointed during the three (3) month period referred to in Article 24.01 to fill any position for which a staff member whose security of employment is or may be affected by the technological change is qualified and capable of doing the work. This provision may be varied by mutual agreement or in an emergency.

ARTICLE 25 - RESIGNATION AND RETIREMENT

25.01 Resignation

Except at normal retirement, and unless otherwise agreed by the parties, staff members shall give at least one (1) month's notice of their resignation. Staff members are expected to use all vacation entitlement prior to the effective date of resignation. However, the University retains the sole discretion to provide pay in lieu of some or all of a staff member's vacation entitlement on resignation, or to schedule the balance of the vacation prior to the effective date of resignation.

25.02 Retirement

The Normal Retirement Date of a staff member is July first (1st) following the staff member's sixty-fifth (65th) birthday. A staff member whose sixty-fifth (65th) birthday occurs between June thirtieth (30th) and January first (1st) may elect to retire on January first (1st) following the staff member's sixty-fifth (65th) birthday and if the staff member does so elect, such day will be known as the staff member's Normal Retirement Date. Staff members are expected to use all vacation entitlement prior to the effective date of retirement. However, the University retains the sole discretion to provide pay in lieu of some or all of a staff member's vacation entitlement on retirement, or to schedule the balance of such vacation prior to the effective date of retirement.

ARTICLE 26 - LAYOFF

26.01 Notice Of Redundancy

The parties recognize that changing priorities and/or financial constraint may require the University to eliminate positions and lay off or terminate the employment of staff members. The University shall provide the Association with as much advance notice as possible when bargaining unit work is designated for reduction or elimination which will result in a layoff, and shall consult with the Association with a view to minimizing negative effects on staff members. In this agreement "layoff" shall mean termination of a regular (see Article 5.01) staff member's employment due to elimination of work or any forced reduction of such staff member's full-time or part-time appointment which results in a corresponding reduction in salary.

26.02 Layoff Of Staff Members Holding Regular Appointments

The University shall provide staff members holding regular appointments with two (2) month's notice of layoff. Except where otherwise determined by bona fide operational requirements, where one of two or more similar positions doing substantially the same work at the same salary grade within a department is being eliminated, layoff shall be in reverse order of service, (see Definitions section) provided the staff members to be retained are qualified and capable of doing the available work after a reasonable period of familiarization.

26.03 Placement In A Vacant Position

The University will make reasonable efforts during the notice of layoff period to place the staff member in a vacant regular or term position at the same or lower salary grade provided only that the staff member is qualified and capable of doing the work after a reasonable period of familiarization.

- a) Where a staff member is offered a position that is at a lower salary grade, reduced FTE, or is a term position, the staff member may decline the offer and elect severance under Article 26.07. Where the staff member accepts a term position the staff member can elect severance under Article 26.07 at the expiry of the term appointment in which case the severance pay will be calculated based on the service and salary of the staff member at the time of initial layoff.
- b) Where placement into a vacancy at the same salary, FTE and status is not possible pursuant to Article 26.03(a) then the parties shall consider the following additional options during the one month layoff notice period where the implementation of these options would eliminate the need for a layoff.

26.03 b) (i) Establish job-sharing agreements in accordance with Article 10.08 between the person whose position has been identified for layoff and another staff member in the department.

(ii) Canvas other members of the department doing substantially the same work at the same salary grade and status to determine if there is a staff member who will voluntarily resign. Where a person resigns under this section they shall be paid the severance available pursuant to Article 26.07 that would have been paid to the staff member whose position has been designated for layoff plus any additional salary differential savings that would accrue to the University over a one year period from the time of layoff.

(iii) Voluntary placement into other vacancies by mutual agreement.

Nothing in this Article shall be interpreted or applied so as to extend the length of notice period.

26.04 Recall

a) Right of Recall - Laid-off staff members shall retain a right of recall, for a period of twelve (12) months after layoff, to term or regular positions at the same or lower salary grade for which they are qualified and capable of doing the work after a reasonable period of familiarization. Subject to the foregoing and bona fide operational requirements, recall shall be offered first in order of service to positions doing substantially the same work at the same salary grade and then if the position remains unfilled, on the basis of service.

A staff member may only decline recall to a position at a lower salary grade, a reduced FTE, or to a term position and remain on the recall list.

Where the staff member accepts a term position the staff member can elect severance under Article 26.07 at the expiry of the term appointment in which case the severance pay will be calculated based on the service and salary of the staff member at the time of initial layoff.

A staff member recalled to a term position may elect, upon the expiry of the term appointment, to remain on the recall list. Time spent working in a term position will not be counted as time on the recall list.

b) Offer Of Recall - An offer of recall shall be made by written notice delivered personally or by registered mail to the staff member's current address. It shall be the responsibility of the staff member to keep the University's Executive Director of Human Resources informed of their current address. The right of recall is subject to the requirement that the staff member shall, within five (5) working days of the delivery of the offer of recall, respond to the Executive Director of Human Resources.

c) Expiry - While the University will make reasonable efforts to recall laid off staff members, after a period of twelve (12) months the staff member will be considered terminated and eligible for severance payments in accordance with Article 26.07.

d) Right Of First Refusal - Should any deleted position be reopened within two (2) years of its deletion the regular staff member who last occupied the position shall have the right of first refusal, provided the staff member is currently employed by the University or is eligible for recall.

26.05 Termination Of Term Appointments

The University may, in its sole discretion, terminate a term appointment prior to the end of the stated term, with two (2) months written notice

26.06 Change In Full-Time Equivalency Of Appointments

The University may implement a change in the full-time equivalency (FTE) of a staff member's appointment. The staff member and the Association shall be given at least one (1) month's notice of such change. Prior to implementing such change the University will consult with the Association and the staff member to see whether the University's objectives can reasonably be met by other voluntary means. As an alternative to a change in FTE, a regular staff member may elect layoff and a term staff member may elect termination under this Article.

26.07 Severance

Staff members whose employment is terminated pursuant to Articles 26.04(c) shall be eligible for a lump sum severance payment in accordance with the following formula:

- for the first twelve (12) years service -- one (1) month's pay for each year of service
- for the thirteenth (13th) and subsequent years of service -- three (3) week's pay for each year of service.

Notwithstanding the above, the maximum lump sum payment will be limited to 24 month's pay.

Severance pay shall be pro-rated for partial years of service.

A staff member may elect, in writing, to receive severance pay in lieu of recall rights under Article 26.04.

26.08 Pay In Lieu Of Notice

In all cases where notice of layoff or termination is required the University may, in its sole discretion, provide pay in lieu of all or part of the required notice.

ARTICLE 27 - LEGISLATIVE CHANGE

27.01 Legislative Change

The parties agree that in the event new legislation or any change in existing legislation affects a provision of this Agreement, the matter may be referred by either party to the Association/University Committee for resolution under Article 3.01.

ARTICLE 28 - TERM OF AGREEMENT28.01 Term Of Agreement

Unless otherwise provided, this Agreement shall be binding and remain in full force from July 1, 2006 through June 30, 2010. This 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 the Agreement, both parties will adhere fully to the provisions of this Agreement, during the period of bona fide collective bargaining.

28.02 Effective Date

Except as otherwise stipulated in individual Articles, this Agreement shall come into effect on the date of signing.

Signed on Behalf of the
Professional Employees Association

Signed on Behalf of the
University of Victoria

Kathryn Danchuk, President

Jamie Cassels
Vice-President Academic and Provost

Jim Russell, 1st Vice-President

Jack Falk
Vice-President Finance and Operations

Kevin Burns

Peter Sanderson,
Associate Vice President
Human Resources

John Foxgord

Sandra Guerreiro

Sheryl L. Karras

Bert Klatt

Kim Lewall

Tony Bute
PEA Labour Relations Officer

Agreement made the _____ day of _____, 2006.

**Letter of Understanding
Between
University of Victoria
And the
Professional Employees Association**

Re: Clarification of Third Day of Holiday Closure

Up to June 30, 2007, the Holiday Closure period referenced in Article 11.05 (following December 25 and 26 each year) has a third day that is not a compensated day off. It is understood that PEA staff members will offset the third day off by incorporating the time into their work schedule.

Effective July 1, 2007, the Holiday Closure period (following December 25 and 26 each year) has three days that are not compensated days off. It is understood that PEA staff members will offset these days off by incorporating the time into their work schedule.

In cases where departments record hours worked (e.g. for billing or charge back purposes), the time to offset the unpaid Holiday Closure days should not be recorded as a debit to CTO or vacation, or as hours worked. The governing principle is that professional staff will employ the honour system to ensure that this time is made up within their average work week schedule (see Article 10.02) as close as possible either before or after the holiday period.

Signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
between
The University of Victoria
and
Professional Employees Association**

Re: Patent and/or Copyright

The parties agree to discussions during the term of this agreement with respect to Patent and/or Copyright issues as they relate to PEA members. The parties agree that the existing University policies and procedures will not be changed with respect to Patent and/or Copyright issues during the term of this agreement except by the mutual agreement of the parties.

(originally signed December 21, 1998)

Re-signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
between
The University of Victoria
and
Professional Employees Association**

With reference to Article 6.02, Ongoing Guidance and Performance Review, the parties undertake to continue consulting on the development and implementation of a performance review system. The University will advise the PEA and will engage in consultation in future if any substantive changes are contemplated in the performance review system.

Originally signed 6th day of December, 2001

Re-signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
Between
The University of Victoria
and
Professional Employees Association**

The Human Resources department will take the following steps to ensure that the University is complying with the intent of the language of Article 5.03:

On the requisition for appointment of a position with a term greater than one year in duration, the Human Resources Department will review the reasons for the appointment with the department, to ensure that the work is of a term-certain rather than of a continuing nature.

Upon the re-appointment of a term position beyond one year, the Human Resources Department will review the reasons for the re-appointment with the department, to ensure that the work is of a term-certain rather than of a continuing nature.

When a position is converted from term to regular as result of this review the University will post the position.

Where the Human Resources Department identifies an exception to general practice, the University will advise the PEA as to the reasons for filling the position with a term appointment.

Originally signed 8th day of December, 2004

Re-signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
between
University of Victoria
and the
Professional Employees Association**

Further to the principles outlined in paragraph one of Article 19.02 (Joint Job Evaluation Plan), the critical skills adjustment will be continued and enhanced by the University to address serious recruitment and retention issues for positions where the University has determined that the loss of particular skilled positions would place programs or operations at serious medium to longer-term risk if the identified positions became and/or remained vacant.

The University has identified critical skill positions to the PEA at the time of this Agreement to include senior technical expert positions working in Computing Services and Engineering, senior positions in Development, and project officers in Facilities Management.

The adjustment will be in effect for a term of four years for the positions and Salary Grades identified below.

With respect to Computing and Engineering positions, in addition to continuing the current Critical Skill Adjustment of \$3,700 per annum applied only to all those Computing positions rated at salary grade 13* or higher, there will be a further adjustment of \$1,000 on July 1, 2008 and \$1,000 on July 1, 2009 to all such current and new Computing positions. Any positions which are currently at (the former) level "C" or above and which have been tentatively rated below salary grade 13* under the Joint Job Evaluation Plan, will be further scrutinized and rated under the Joint Job Evaluation Plan to ensure accuracy of rating. Any such positions which remain rated below salary grade 13*, while they will not be eligible for the further adjustments, will continue to receive the current \$3,700 while the incumbent remains in such position. Further adjustment may be applied to all eligible positions as described above conditional upon the University determining operational necessity and funding availability.

With respect to Development, the current Critical Skill Adjustment of \$3,500 per annum will be continued and applied to all Development Officer (salary grade 12*) and Manager (salary grade 14*) positions. In addition, further adjustments will be applied in two equal increments – one at the time of hire or re-evaluation placement and the second one year later, resulting in a total market adjustment of 15%, to the salary of the incumbent of more senior positions at or above salary grade 15*, in Development fundraising.

With respect to Facilities Management, there will be a Critical Skill Adjustment of \$3,500 per annum applied to current and new Project Officer positions (salary grades 11 and 13*) working exclusively in planning and project management. This adjustment will be applied in two equal increments on July 1, 2006 and July 1, 2007.

These adjustments will be considered part of regular salary for the purpose of pension and other salary related benefits for the term of the collective agreement.

The parties agree that the implementation of the critical skills adjustment agreement will not be subject to Article 9 (Grievance and Arbitration).

The University will provide the PEA with notice in writing, unless the parties mutually agree otherwise, within the three to six-month period prior to the expiration of the 2006 - 2010 Collective Agreement, of its intent to propose a new term for the critical skills adjustment, or to allow the adjustment to expire. In the latter case, the following transition schedule will take effect beginning on July 1, 2010.

July 1, 2010:	Adjustment will be reduced to 75% of original amount
January 1, 2011:	Adjustment will be reduced to 50% of original amount
July 1, 2011:	Adjustment will be reduced to 25% of original amount
January 1, 2012:	Adjustment will cease.

The University may identify other critical skill issues during the term of the Collective Agreement for discussion between the parties.

This agreement is made without prejudice to the interpretation of the Collective Agreement as a whole and will not form a precedent in any other similar situation.

Signed this day of November, 2006

Professional Employees Association

University of Victoria

*** Note: salary grade reflects changes due to joint job evaluation implementation and re-numbering of salary grid effective July 1, 2006.**

**Letter of Understanding
Between
The University of Victoria
And the
Professional Employees Association**

Re: Salary Adjustment on Lateral Transfer

In the case of a staff member successfully applying for a position in her/his current salary grade (lateral move), the staff member may be placed at her/his current salary, or at an appropriate salary between the floor and the ceiling that is no more than 3% above the current salary, based on the University's assessment of the staff member's qualifications and experience, whichever is greater.

This letter remains in effect until June 30, 2010 and the parties agree to review the implementation of this letter during the next round of bargaining.

Originally signed 8th day of December, 2004

Re-signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
Between
University of Victoria
And the
Professional Employees Association**

**Re: Special Adjustments to Assist in the Recruitment for Positions Critical To
Effecting Fundamental Change**

Principles and Procedures

During the term of the 2004 - 2006 Collective Agreement (and renewed for the 2006-2010 Collective Agreement) the University may establish a very limited number of positions in Development/External Relations and/or in CASS critical to effecting fundamental change or objectives consistent with the objectives in the University strategic plan. The maximum number of such positions will be limited to 6 between the two divisions.

In such event, this letter of understanding establishes the intent of the parties to review any proposal to vary from the salary policy under the Collective Agreement defined in Article 21, in order to attract candidates with a profile of achievement, skill, and ability which best meets the exceptional requirements of the position.

At the time such a position is established and in advance of recruitment, the University will provide the PEA with sufficient information concerning the nature of its key objectives, the job evaluation level and pay band, and the competitive labour market factors anticipated in recruitment that would require a special adjustment above the evaluated pay band.

Competitive labour market factors that the University will take into consideration and present to the PEA in these limited circumstances include: the anticipated salaries of the best qualified candidates in a hot skill job market, reasonable labour market survey data for similar positions that indicate what the rates are at the high end of the spectrum in comparison to the average or median; other relevant factors that may arise.

The parties will make a good faith effort to review each case expeditiously and to reach an agreement on the parameters of a special adjustment or stipend that the University may include in an offer of employment to maximize its ability to be competitive in the recruitment process. Each case to which the parties agree will be without prejudice and will not establish a precedent with respect to any other case or job evaluation.

The University will not include any special adjustment in an offer of employment if no agreement is reached. All discussions and exchange of information between the parties to that stage will be considered without prejudice.

Other Principles and Procedures Following An Agreement In Accordance with Above Principles and Procedure

Notice and Posting Process

The University will follow the standard recruitment process under Article 5 of the Collective Agreement. The selection criteria will include those skills, abilities, and achievements required to fulfill the key responsibilities and competencies in the position. All qualified internal candidates will be given fair and appropriate consideration. The University will seek to hire a qualified candidate who best meets the exceptional

requirements for each position ensuring that any selection decisions in favour of an external applicant will be made in good faith and on the basis of merit.

Other Conditions

Each position will be evaluated and placed in the appropriate salary grade under the PEA Collective Agreement. Any additional salary paid outside the normal salary policy will be in the form of a stipend or special adjustment. Appointed incumbents will be paid such stipend or special adjustment for the duration of the appointment (either term or regular) for a period of no more than five years, at which point should the University propose to extend such special adjustment, the parties will review the proposal. The PEA will not unreasonably deny agreement to proposed extensions for special adjustments for further periods of no more than five years each. Should there be a need to recruit to fill a vacated position the University will review the applicability of continuing with a special adjustment or stipend, and if the University's review supports the need for a recruitment special adjustment, it will initiate the joint review process with the PEA required in this Letter of Understanding.

Each position will otherwise be covered by all other terms and conditions of the Collective Agreement, including the opportunity for annual progression and/or performance adjustments.

The University may propose for review of the parties, any unanticipated key position that may arise during the term of the collective agreement, which falls within the intent of this Letter of Understanding. It is understood that such occasions are expected to be exceptional.

This Letter of Understanding is without prejudice to the interpretation or application of the Collective Agreement and will not be considered a precedent in any other related circumstance that may arise during the term of the Collective Agreement or in future.

This Letter of Understanding will continue in full force and effect until June 30, 2010.

Originally signed 8th day of December, 2004

Re-signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
Between
The University of Victoria
And
The Professional Employees Association**

Re: Counselling Services During Labour Disputes

The University of Victoria and the Professional Employees Association (the PEA), (the parties) agree that in the event of a strike or lockout as defined in labour legislation affecting University of Victoria operations (including a strike or lockout where the PEA or any other bargaining unit has erected picket lines), the parties will cooperate to ensure that at least two PEA staff Counsellors (one male and one female) are available as per the guidelines in place at all other times throughout the period of any such labour dispute, to respond to bona fide personal crises involving students attending the University of Victoria.

This letter will become effective on the date of signing and will remain in force beyond the expiry of Article 28.01 in the event of a labour dispute involving the PEA.

Originally signed this 8th day of December, 2004

Re-signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
Between
The University of Victoria
And
The Professional Employees Association**

Re: Article 17

The parties agree to form a joint committee of no more than 3 people from each side to review the administration of paid sick leave in Article 17 in relation to the administration of the Long Term Disability plan (e.g. waiting period) with the intention to make cost neutral, non-binding recommendations to the University.

The parties recognize that the Joint Committee will properly consider limitations of the Long Term Disability Plan and will require appropriate concurrence with other participating employee groups prior to making the above recommendations. The committee will commence no later than July 1, 2006 with an intention to make the above recommendations no later than December 31, 2006.

Signed this day of November, 2006

Professional Employees Association

University of Victoria

**Letter of Understanding
between
The Professional Employees Association
and
The University of Victoria**

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.

Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.

The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.

The payment will be paid to Full-Time Continuing employees on payroll as of March 31, 2010 and who have worked full-time over the period between April 1, 2009 and March 31, 2010. Full-Time employees who have been on an absence without pay in excess of 30 days will have the payment pro-rated based on time worked.

Other employees who worked less than full-time between April 1, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time units worked during the period.

Note: Employees on sick leave for the period will have their lump sum amount pro-rated based for the period of time on such leave (including LTD) only over the period.

Appendix A

		Appendix A.1 July 1, 2006 - June 30, 2007		
Old Salary Grade *	New Salary Grade *	FLOOR	JOB RATE	CEILING
1	1	33,953	38,213	43,009
2	2	36,396	40,964	46,105
3	3	37,209	41,879	47,135
4	4	38,956	43,845	49,348
04P	5	39,552	44,516	50,103
5	6	40,778	45,895	51,655
6	7	42,743	48,108	54,147
7	8	44,708	50,319	56,633
8	9	46,891	52,777	59,401
9	10	49,075	55,235	62,167
10	11	51,480	57,942	65,214
11	12	53,956	60,728	68,350
12	13	56,503	63,595	71,576
13	14	59,199	66,628	74,991
14	15	62,112	69,908	78,682
15	16	65,095	73,266	82,461
16	17	68,228	76,791	86,429
17	18	71,577	80,561	90,672
18	19	74,999	84,411	95,006
19	20	78,641	88,511	99,619
20	21	82,501	92,855	104,509
21	22	86,553	97,417	109,644

				Appendix A.2 July 1, 2007- June 30, 2008		
Salary Grade	FLOOR	JOB RATE	CEILING			
1	34,632	38,977	43,869			
2	37,124	41,783	47,027			
3	37,953	42,717	48,078			
4	39,735	44,722	50,335			
5	40,343	45,406	51,105			
6	41,594	46,813	52,688			
7	43,598	49,070	55,230			
8	45,602	51,325	57,766			
9	47,829	53,833	60,589			
10	50,057	56,340	63,410			
11	52,510	59,101	66,518			
12	55,035	61,943	69,717			
13	57,633	64,867	73,008			
14	60,383	67,961	76,491			
15	63,354	71,306	80,256			
16	66,397	74,731	84,110			
17	69,593	78,327	88,158			
18	73,009	82,172	92,485			
19	76,499	86,099	96,906			
20	80,214	90,281	101,611			
21	84,151	94,712	106,599			
22	88,284	99,365	111,837			

* Please note that as of July 1, 2006, the salary grade 4P was re-numbered as 5, and subsequent salary grades were renumbered accordingly (i.e. salary grade 5 became salary grade 6, etc.)

Appendix A (continued)

	Appendix A.3 July 1, 2008 - June 30, 2009		
Salary Grade	FLOOR	JOB RATE	CEILING
1	35,325	39,757	44,747
2	37,866	42,619	47,968
3	38,712	43,571	49,039
4	40,530	45,616	51,342
5	41,150	46,314	52,127
6	42,425	47,749	53,742
7	44,470	50,052	56,335
8	46,514	52,352	58,921
9	48,785	54,909	61,801
10	51,058	57,466	64,679
11	53,560	60,283	67,849
12	56,136	63,181	71,111
13	58,786	66,164	74,468
14	61,591	69,320	78,021
15	64,621	72,732	81,861
16	67,725	76,226	85,792
17	70,984	79,893	89,921
18	74,469	83,816	94,335
19	78,029	87,821	98,844
20	81,818	92,087	103,644
21	85,834	96,606	108,731
22	90,050	101,353	114,074

	Appendix A.4 July 1, 2009 - June 30, 2010		
Salary Grade	FLOOR	JOB RATE	CEILING
1	36,031	40,552	45,641
2	38,624	43,471	48,927
3	39,486	44,442	50,020
4	41,340	46,529	52,368
5	41,973	47,241	53,170
6	43,274	48,704	54,817
7	45,359	51,053	57,461
8	47,444	53,399	60,099
9	49,761	56,007	63,037
10	52,079	58,616	65,972
11	54,631	61,489	69,206
12	57,259	64,445	72,534
13	59,961	67,488	75,957
14	62,822	70,706	79,581
15	65,914	74,187	83,498
16	69,079	77,750	87,508
17	72,404	81,491	91,719
18	75,958	85,492	96,222
19	79,590	89,578	100,821
20	83,454	93,929	105,716
21	87,551	98,538	110,906
22	91,851	103,380	116,355

Appendix 'B'

MANAGEMENT AND CONFIDENTIAL EXCLUSIONS

Positions Reporting to the President

Administrative Assistant to the President
 Director, Office of the President
 University Secretary (Registrar)

Reporting to University Secretary (Registrar)

Assistant University Secretary
 Director, Equity Issues
 Director, Human Rights

Positions Reporting to Vice-President, Academic and Provost

University Librarian
 Administrative Registrar
 Dean, Continuing Studies
 Executive Director, Cooperative Education Programs
 Director, Institutional Planning and Analysis
 Executive Assistant to the Vice-President

Reporting to the Administrative Registrar

Associate Administrative Registrar

Positions Reporting to Vice-President, External Relations

Associate Vice President, Alumni & Development
 Director, UVic Communication Services
 Director of Community Relations
 Executive Director, Government Relations
 Director, Operations and Finance, Division of External Relations

Positions Reporting to Vice-President, Research

Executive Assistant to the Vice President

Positions Reporting to Vice-President, Finance and Operations

Executive Director, Financial Services
 Associate Vice President, Financial Planning & Operations
 Executive Director, Facilities Management
 Executive Director, Student and Ancillary Services
 Associate Vice President, Human Resources
 Director, Campus Security Services
 Director, Internal Audit
 Chief Information Officer, Computing and Systems Services
 Executive Assistant to the Vice President

Reporting to Chief Information Officer

Director, Computing and Systems Services
 Director, Computing and Systems Services
 Program Director, Project NOVA

Reporting to Associate Vice President, Human Resources

Director, Labour Relations
 Director, Organization and Employee Development
 Manager, Benefits
 Director, Occupational Health, Safety & Environment
 Systems and Office Coordinator
 Human Resources Consultants
 Manager, Employee Relations
 Manager, Employment Services

Reporting to Executive Director, Facilities Management

Director, Maintenance & Operations

Director, Capital Projects

Reporting to Associate Vice President Financial Planning & Operations

Manager, Pensions

Financial Planning Analyst

Budget Manager

Director, Campus Planning

Reporting to Executive Director, Financial Services

Controller

Director, Supply Management

Manager, Payroll and Tuition Fees

Reporting to Executive Director, Student and Ancillary Services

Associate Director, Student and Ancillary Services (Housing, Food & Conference Services)

Director, University Health Services

Director, Athletics & Recreational Services

Associate Director, Student & Ancillary Services, (Bookstore, Printing & Graphic Services, Child Care Services)

Reporting to Director, Campus Security Services

Associate Director, Campus Security Services

Appendix 'C'

LIST OF ARBITRATORS

Emily Burke

Colin Taylor

Judy Korbin

Wayne Moore

Appendix 'D'**DEFINITIONS****Service**

Service of a staff member is defined as continuous service as an employee of the University, including contiguous term appointments, contiguous term and regular appointments, and appointments to positions other than Administrative and Academic Professional. Leave of absence with pay or partial pay shall be counted as service. Leave of absence without pay and any time during which a staff member is subject to recall pursuant to Article 26.04 shall not be counted as service but shall not break the continuity of the service record. Except for vacation, service for part-time staff members shall be pro-rated on the basis of full-time equivalency. Contiguous appointments shall include regular appointments interrupted by scheduled layoffs.

Staff Member

For the purposes of this agreement a staff member is a member of the PEA bargaining unit.

Regular Staff Member

A Regular staff member is a staff member who holds a regular appointment as set out in Article 5.01.

Term Staff Member

A term staff member is a staff member who holds a term appointment as set out in Article 5.01.

Probationary Staff Member

A probationary staff member is a staff member who holds either a term or a regular appointment subject to probation as set out in Article 5.02.

Full-Time Staff Member

A full-time staff member is a staff member who holds a full-time term or regular appointment and whose work schedule shall average thirty-five (35) hours per week over the course of a year as set out in Articles 5.01 and 10.02.

Part-Time Staff Member

A part-time staff member is a staff member who holds a part-time term or regular appointment and whose work schedule averages less than thirty-five (35) hours per week over the course of a year as set out in Articles 5.01 and 10.02.

**INDEX to 2006 - 2010
Collective Agreement**

This Index is intended to assist in finding information quickly.

A

Academic freedom.....	9
Advertisement of vacancies.....	7
Advisory selection committee	7
Appointment.....	6
Arbitration board.....	14
Arbitration procedure	14
Articles for publication	10
Association security.....	1
Association <i>leave</i>	2
Association/University Committee	3,4,34,38,41
Average work week	16

B

Bargaining agent.....	1
Bargaining committee	2
<i>Benefits, Personnel</i>	28,30

C

Callout.....	17
Chapter Executive	1,2
Chapter Chairperson	3
Check-off of Association dues	2
Compassionate leave	25
Compensatory time off	16,17
Contracting out	37
Copyright	45
CTO	16,17,19
Culpable conduct.....	11

D

Dean/Director.....	9,11,16,17,19,25,30,58
Definitions	62
Dental Care Plans	28
Discipline	9,13
Discrimination	5
Dismissal	10,13
Dues payment.....	2

E

Effective date	42
Employment Equity Policy	5,7
Employment Insurance Benefits	20,25
Exclusions.....	58,59
Extended Health Benefits	28,30

F

Failing to Report for Duty.....	12
Flexible Work Schedule.....	16
Freedom of Expression	8,9
Full-time Equivalency	41,62

G

Grievance procedure.....	5,13,15
--------------------------	---------

H

Harassment	5
Hazardous work	37
Health Care Premiums	28
Holidays.....	18,19
Human Rights.....	5,7

I

Incarceration.....	25
Income Tax Act.....	2
Informal grievance resolution	13

J

Job evaluation	30,31,35,48,51
Job rate.....	32,34-36,56,57
Job security	37
Job sharing.....	17,40
Joint University/Association Business	2,3,9,17
Jury duty	25

L

Labour Relations Code.....	1,2
Layoff <i>and recall</i>	39,41
Leave.....	2,3,20,25,32,34
Leave for court appearances.....	25
Legal indemnity	10
Legislative change.....	41
Life Insurance	29
Long service vacation.....	20
Long term disability	27,29,54

M

Maintenance of benefits	26
<i>Management</i> rights.....	3
Massage therapy	28
Maternity leave	21,37
Medical reports.....	27
Medical Services Plan	28
Membership in the Association	1,2

N

Non-culpable conduct.....	10,12
Notice of position vacancies.....	7
Notice to supervisor.....	3,24

O

Occupational Health & Safety ...	36,37
Off-campus work	17
Organizational change	37

P	
Parental leave.....	20,24
Part-Time staff ..	18, 19,26,27,29,39,62
Patents and copyrights	10
Pay in lieu of notice	41
Payroll deduction	2,28,29
Pension Plan.....	29,30,33
Performance adjustment	35,52
Performance reviews	8,46
Performance standards	8, 11
Personal leave	23,25
Personnel benefits	23,26,28
Personnel Benefits Committee	4
Personnel record	9, 11
Picket lines.....	1,53
Posting of positions	7,51
Pregnant staff member	37
Presidential and University Committees.....	4
Probationary regular staff members	6, 12, 13,26
Procedural errors.....	15
Professional development .	8,23,32,35
Professional Employees Association 1	
Professional regulatory body	9
Progression adjustments	34
Promotion	6,7,35,36
R	
Recall.....	13,40,41
Re-evaluation.....	7,30,36,48
Red circling	35
Redundancy.....	39
Regular positions.....	6,40
Regular staff member.....	62
Remote Locations.....	17
Removal of documents.....	12
Reprimands	11
Research grants-in-lieu of salary....	34
Resignation.....	38
Retirement	38,39
Right of first refusal.....	40
S	
Safety.....	36
Salary.....	34,36
Salary adjustments	31,35
Salary on promotion	36
Salary protection.....	35
Salary support.....	32,33
Salary matrix.....	56,57
Secondment.....	34
Security of employment	37,38
Selection of candidates	7
Selection processes	4
Service-definition	62
Severance	13,39,41
Sick leave	26,27
Stand by	17
Strike	1,53
Supervisory direction.....	11
Supplementary benefits.....	21,24
Suspension.....	11, 12
T	
T4 Statements	2
Technological change	38
Temporary assignment.....	6,35
Term appointment	6,27,30,39, 41,47,62
Term of Agreement	42
Term staff members	19,27,30
Termination/dismissal.....	11, 12, 39,41
Termination of probationary staff....	12
Travel time.....	17
U	
Undisclosed record.....	9
University closure	17
University Pension Plan	29
Unpaid leave.....	3,23,25
Unsafe work.....	37
V	
Vacancy	7, 39
Vacation.....	19,20,23,33,38,39,44,62
W	
Work Scheduling	15, 18
Workers' Compensation Act.....	36
Workplace safety	36,37
Y	
YMPE	29

