

BRITISH COLUMBIA LABOUR RELATIONS BOARD

UNIVERSITY OF VICTORIA

(the "Employer" or "UVIC")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL UNION 917,
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 951
AND CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4163

("CUPE")

-and-

PROFESSIONAL EMPLOYEES' ASSOCIATION

("PEA")

PANEL: Bruce R. Wilkins, Vice-Chair

APPEARANCES: Patrick Gilligan-Hackett, for the Employer
Amanda Rogers, for CUPE
Leo McGrady, Q.C. and Melissa Moroz,
for PEA

CASE NO.: 63626

DATES OF HEARING: August 21, 22 and 24, 2012

DATE OF DECISION: August 31, 2012

DECISION OF THE BOARD

I. NATURE OF THE APPLICATION

1 CUPE and PEA (together, the "Unions") are engaged in a labour dispute with the Employer. On June 26, 2012, the Board was directed by the Deputy Minister of Labour, pursuant to Section 72(2) of the *Labour Relations Code* (the "Code"), to designate the facilities, productions and services the Board considers necessary or essential to prevent immediate and serious danger to the health, safety or welfare of the residents of British Columbia.

2 The parties, as a result of mediation, agreed to the great majority of essential services, and have provided the Board with a copy of the agreed Global Essential Services Order, which is reflected in the Board's order below. The parties dispute, however, whether essential services are necessary under Section 72 of the Code with respect to the provision of food and cleaning services to first year undergraduate students living in dormitories.

II. BACKGROUND FACTS

3 The Employer offers guaranteed first year residence accommodation to incoming first year undergraduates who come to UVIC straight out of high school. A large majority of such students are 17 or 18 years old, approximately 80% of whom do not come from Vancouver Island. A majority of first year students accept the offer of residence. If a first year student accepts residence, they must also accept and pay for a food services plan which provides three meals a day at a wholesale price. There are 1,800 such students living in the dormitories out of a total UVIC student population of 20,000. Under its residence contract with the 1,800 students, UVIC is obligated to provide food services for 5,400 meals a day, 7 days a week, while university is in session.

4 Students pay a transit levy as a part of their student fees, and can use their student card as a bus pass on public transit.

5 There are other services on campus which provide food to students. These include a number of food outlets in the Student Union Building (the "SUB"), and a restaurant at the Graduate Students' Society. These services provide a profit for the Student Union and for the Graduate Students' Society. Off campus, there are 31 private cafes and restaurants which provide food services within an approximately 2 kilometre radius of UVIC. There are also a number of grocery stores and supermarkets within the same distance, including Safeway, Thrifty Foods, Fairway Market and Pepper's Foods.

6 In the dormitories, students live in single or double rooms and use shared bathrooms. Students living in the dormitories are not allowed to cook food in their rooms. Under their residence contract with UVIC, they may keep a kettle and a small fridge in their rooms. In addition to the dormitory rooms, there are common rooms in

the dormitories which the students can use. The number of students using the common rooms varies from 25 to 35 students. In the common rooms, students are allowed to use their own kettles, coffee makers, microwave ovens and toasters.

7 Some of CUPE's members (the "Service Workers") provide cleaning services in the dormitories, to keep shared bathrooms and common rooms in a hygienic and sanitary condition. In the usual course of events, 35 appointed Service Workers and 15 temporary or casual Service Workers work 4 to 6 hour shifts in which 50% of the cleaning they do is of shared bathrooms. The job is performed under a job description called "Service Worker II". Another position, called "Head Service Worker" directs and supervises employees working under the Service Worker II job description. The Head Service Worker job description reads as follows:

FUNCTION

Under general supervision, directs and supervises in the cleaning and upkeep of buildings and facilities, the work of Service Workers, Window Washers and Utility Drivers, as assigned.

ORGANIZATIONAL RELATIONSHIPS

1. Is responsible to the Superintendent of Janitorial Services or Supervisor of Residences.
2. Maintains cooperative working relationships with faculty, staff, support services and students.
3. Directs the work of Service Workers, Window Washers and Utility Drivers.

TYPICAL DUTIES

May perform the duties of a Service Worker II and in addition:

1. Gives direction, instruction and advice to assigned subordinates on existing and new processes, procedures and practices. Allocates work within the group, and checks upon completion to maintain acceptable standards.
2. On advice of supervisor or in consultation with faculty, staff or students, supervises set-up and rearranging of furniture and fixtures for special use. Arranges for movement of furniture and equipment as required.
3. Investigates requests and complaints regarding standards of cleanliness, sanitation and supplies.

Checks and reports on condition of furniture, fixtures, facilities and janitorial equipment and materials.

4. Requisitions, issues and ensures security of equipment and supplies. Checks equipment periodically.
5. Keeps records of vacations, absences, time worked and reports to supervisor. Using considerable initiative, redirects staff to complete work required.
6. Advises supervisor of performance of assigned staff.
7. Maintains safe working conditions.
8. Other related duties, including driving of light vehicle in performance of above duties, and snow or ice removal.

8 Showers, toilets, bathroom counters and floors in the dormitories are cleaned on a daily basis. Once a week, common shower facilities are subject to "deep cleaning". The Service Workers deal with human waste in the course of their duties. Occasionally, the Service Workers also have to clean up blood, vomit and broken glass.

9 Training given to Service Workers has included ergonomic training to prevent injury in performing work which is characterised as heavy. Web-based materials concerning blood-borne pathogens have also been used to train the Service Workers. They also receive Workplace Hazardous Materials Information System ("WHMIS") training with respect to the chemicals they use. Such training involves the mixing of chemicals and methods to clean human waste and prevent the spread of blood-borne pathogens. Disease prevention is a concern, and the Employer has had to be aware of illnesses such as H1N1, a local outbreak of Norwalk Virus and a student who tragically died with Meningitis. During the H1N1 crisis, the Employer put extra shifts on to clean door handles and door knobs. In doing so, the cleaning services worked in conjunction with UVIC Health Services. Students are required to maintain cleanliness standards as a part of their residence contract.

10 Jim Dunsdon, the Associate Vice-President of Student Affairs, was among the witnesses who gave testimony in this matter. Dunsdon testified that UVIC began to offer a guarantee of residence accommodation to incoming first year students as a result of the switch of many colleges to university status in 2004. UVIC lost a number of students who used to transfer into third year and consequently, it wanted to offer an incentive to attract more first year students. He testified that a guarantee of residence for incoming first year students gives comfort to these students and their families because the majority of incoming students come to UVIC from off of Vancouver Island.

11 Dunsdon's testimony, in part, concerned the nature of the students coming to UVIC to live in dormitories on campus. He said that this particular generation of students are referred to as the "Millennials". This term was used in an influential book Dunsdon has read called "*Millennials Rising*" (Neil Howe & William Strauss, *Millennials*

Rising: The Next Great Generation (Toronto: Vintage Books, 2000)). Dunsdon testified that the Millennials are characterised by high levels of parental involvement and oversight. He testified that, while Millennials have many wonderful qualities, one quality that characterises them is dependence which arises from high levels of parental oversight and involvement. He testified that his experience in his position has been consistent with the views expressed by the authors of *Millennials Rising*.

12 The testimony of Brad Mielke, who is the food services manager at the SUB, was that existing outlets which are privately run for-profit food outlets could provide food services beyond that which is regularly provided. These include Bean There, Felicita's and the International Grill. Mielke said the SUB has, in the past, provided for convention meals for approximately 500 people, and that buffet style meals could provide for a large number of students.

13 With the agreement of the parties, I took a view of the food services available in the SUB including a view of the kitchens and dining spaces there, and the dining space at the Graduate Students' Society restaurant. I also did a drive by tour with the parties of restaurants, fast food outlets, cafes and grocery stores existing off campus within an approximate two kilometer radius of the UVIC campus.

III. ARGUMENT

14 The Employer argues the Board should take a cautious approach to relying on previous essential services orders which did not designate as essential the services which are the subject of this application because those designations arose out of "without prejudice" settlements. The Employer argues I should rely on the facts before me rather than relying on any precedential weight given to prior essential services orders previously made by the Board.

15 The Employer says there are not adequate alternate food sources on or off campus to meet the food needs of the 1,800 students living in dormitories who use the food services plan. It says the food services plan offers three meals a day at a wholesale cost, while the alternatives the Unions propose are for-profit restaurants and food outlets. The Employer argues these other food outlets have an existing clientele to serve. It says the Unions' notion that these other food sources can provide for the 1,800 students is a fantasy. It further submits there is no evidence called which says the alternate food outlets would be able to meet the demand for food from the 1,800 students.

16 The Employer says a reduced menu, reduced staffing, and reduced meal times will allow for essential services to be met with respect to the food services plan. It says the private aspect of the food services plan, which allows people on campus to purchase meals at the same time and location as the first year students, would not be continued during a strike or lockout. With respect to cleaning, the Employer says that essential services will be met by employing managers to do the cleaning, with two CUPE staff in the position of Head Service Worker overseeing that work.

17 The Employer notes it is not asking for any essential services for the other 18, 200 students who attend UVIC. The group of 1,800 students, most of whom are either 17 or 18 years of age who are straight out of high school, have a common specific characteristic of dependency. It says this is what makes this case similar to those cases where the Board has set essential services levels for sanitation and food services where people are dependent. The Employer says the food services plan is mandatory for those first year students who accept residence on campus. The service is provided to these students at a wholesale cost, which indicates a further characteristic of the dependency the Employer asserts. The Employer says 70 to 80% of these students are from off of Vancouver Island in an unfamiliar location.

18 The Employer notes there are a significant number of students receiving financial aid, and that such aid is not expected to cover all of the costs a student will have.

19 The Employer argues the evidence of Dunsdon establishes that this generation is the most watched over generation in history, having a heavily structured upbringing with significant parental involvement. The Employer says both the food services and the cleaning of washrooms have previously been accepted by the Board with respect to the welfare of dependent populations.

20 CUPE argues the designations the Employer is calling for are unprecedented and not included in previous essential services orders published by the Board.

21 CUPE argues that even if it is the case the 1,800 students have increased levels of parental involvement, there is no evidence these students are utterly dependent on their parents or on UVIC services. It says the Board should not confuse the need for food with the desire for convenience and affordability where food is concerned. It says cost is not a relevant consideration.

22 CUPE argues the impact on students does not represent an "immediate and serious danger" in the language of the Code. It says there are food services on campus the 1,800 students can easily walk to, and students have microwave ovens, toasters, fridges and coffee makers in the dormitories at their disposal to prepare simple meals. CUPE says that Mielke testified that the food services offered at the SUB could be expanded to meet additional need. It argues there are endless options available to the 1,800 students if the food services plan is not available.

23 With respect to cleaning, CUPE argues there are no specialised skills required to perform this service and that training is minimal and can be quickly completed.

24 PEA argues an employee's right to strike, which it asserts is a *Charter* right (*Canadian Charter of Rights and Freedoms*, Part 1 of the *Constitution Act, 1982*) should not be relinquished for the convenience of food services available to the 1,800 students. It says the 1,800 students are not analogous to dependents such as the elderly, patients in a hospital or prisoners in a prison.

25 PEA asserts the orders sought with respect to food services by the Employer
have not been made in 36 years of essential services legislation.

26 PEA says the evidence proves the existence of 31 food outlets within 2
kilometres of UVIC, and that UVIC students receive bus passes as a part of their
student fees. It says the students can prepare food themselves in the dormitories, and
that other on-campus food sites will remain open during a work stoppage.

27 PEA says there is no concrete evidence that students cannot obtain and process
food for themselves and further, that UVIC insists these same students move out of
dormitories one year later.

IV. ANALYSIS AND DECISION

28 The first question I have before me under Section 72 of the Code is whether the
provision of reduced food services to the 1,800 students residing in the dormitories at
UVIC is a service I consider necessary or essential to prevent immediate and serious
danger to the health, safety or welfare of the residents of British Columbia.

29 I must determine as a matter of fact whether there exist adequate food sources
for the 1,800 students to meet their food needs in the event of a work stoppage. I
accept the need for food is a profound human need. The Unions assert the existence of
adequate alternative food sources to meet the students' food needs. The Unions also
called a witness, Mielke, who testified that the food services he is responsible for in the
SUB could be expanded to meet additional need. I heard evidence from the Unions of
the existence of alternative food sources both on campus and off campus available to
the students.

30 I had the opportunity to observe, while taking a view, both the existing facilities
and alternate facilities on campus. The view I took, as well as the other evidence
presented to me, left no doubt that there is no on-campus facility which has the ability to
match the capacity to provide 1,800 people with 3 meals a day as the food services plan
usually does. I do accept that alternative on-campus facilities do have the capability to
go some way towards satisfying some of the demand through increased production, but
not all of it. I also had the opportunity to drive with the parties to observe off-campus
restaurants, cafes, fast food outlets and grocery stores, all within an approximate two
kilometre range of the UVIC campus.

31 I find on a balance of probabilities that when all of the alternative food sources
available are viewed as a whole, there are sufficient alternative food sources to meet
the needs of the 1,800 students in question. The alternatives available to students
include on-campus alternatives, such as the food outlets operating in the SUB and
Graduate Students' Society restaurant, and off-campus grocery stores, cafes, fast food
outlets and restaurants. Students also have at their disposal take-out food options, and
have the ability to prepare simple meals with toasters and microwave ovens in the
common rooms in the dormitories. Students are allowed to have fridges in their rooms
as well.

32 I find the 1,800 students have the ability to access off-campus alternatives through walking, cycling, public transit or other means. Each student is able to use their student card to use public transit.

33 The evidence called by the Employer with respect to the 1,800 students as "Millennials" was overly broad and general to convince me the students in question are characterised by a kind of dependence which would prevent them from being able to take the practical steps necessary to obtain food from the alternate food sources which are available to them. Even if I accept that this generation of students has been subject to more parental oversight and involvement than previous generations, there was no specific evidence which would demonstrate the 1,800 students lack the skills to find and purchase food themselves. I also do not think the 1,800 students are completely removed from parental involvement and oversight (and indeed, assistance) because they are in first year university and living on Vancouver Island. I also note that a significant minority of 17 to 18 year olds coming into first year do not accept the offer of guaranteed residence. These students, who are also "Millennials" are able to manage their food needs independently without using the food services plan.

34 There is no doubt the cessation of the food services plan during a strike or lockout would present a real inconvenience and cost issue for students. Many of the students in question are given financial assistance and, in the ordinary course of events, the 1,800 students receive food on a wholesale basis under the food services plan. It is my finding, however, that the inconvenience and cost considerations which will arise if the food services plan is completely closed because of a strike or lockout do not amount to an immediate and serious danger to the health, safety or welfare of the 1,800 students. I find that essential services as defined in Section 72 are not required with respect to the food services plan. I dismiss the Employer's application for essential services levels to be established.

35 The second question I must answer is whether it is necessary to have two Head Service Workers overseeing the cleaning work the managers would do during a strike or lockout as an essential service under Section 72 of the Code.

36 The evidence I heard convinces me that a small amount of cleaning services performed by CUPE members is required to prevent immediate and serious danger to the health, safety or welfare of the residents of British Columbia. Such services are necessary to ensure safe and sanitary conditions within the dormitories and to ensure injuries do not occur to the managers and the students living in the dormitories. The job of cleaning is heavy work which has had a high rate of injury in the past, and involves the correct mixing of chemicals requiring WHMIS training. The job also involves the cleaning and disposal of human waste, and occasionally blood and vomit. The common showers require "deep cleaning" once a week.

37 On the basis of the evidence I heard concerning training materials and the duration of training required, I conclude the managers can be trained to do the job of cleaning in the dormitories quickly. What is required as an essential service is one week of oversight by one Head Service Worker working 9:00 a.m. to 5:00 p.m. shifts for

five days during the working week. I find the Employer's proposal of having two Head Service Workers working full-time hours for the duration of a strike or lockout goes beyond what is required to meet essential services levels.

38 In my view, the oversight provided by one week of shifts by one Head Service Worker will ensure managers make the transition to perform the job of cleaning safely and to acceptable standards to prevent serious and immediate danger to the health, safety or welfare of the residents of British Columbia. Beyond one week of shifts by one Head Service Worker, no essential services are required.

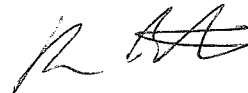
V. CONCLUSION AND ORDERS

39 The Employer's application to have essential services designated for the food services plan is dismissed.

40 The Employer's application to have essential services designated for cleaning services in the dormitories is allowed in part. CUPE is ordered to provide the services of a Head Service Worker as described above.

41 In addition to the decision and order made above, I further order that the attached Global Essential Services Order, which has been agreed to by the parties, be put into effect during any work stoppage pursuant to Sections 72, 73, 133(2), 134 and 139 of the Code.

LABOUR RELATIONS BOARD



BRUCE R. WILKINS
VICE-CHAIR

GLOBAL ESSENTIAL SERVICES ORDER

- (1) The Labour Relations Board ("Board") hereby designates the following facilities and services at the University of Victoria ("University") as necessary or essential to prevent immediate and serious danger to the health, safety, or welfare of the residents of British Columbia:

- Security/Dispatch for emergency response, safe-walk services, and patrol (to maintain safety)
- Basic Boiler Operation and Maintenance (heating system for Residences, heating system in Engineering Lab Wing)¹
- Ammonia and Chlorine Plant Maintenance
- Occupational Health Safety and Environment
- Computing Systems (to maintain emergency response system)
- Pension Office (to ensure statements and payments processed)
- Payroll (to pay staff designated essential under this Order)
- Services for Protection of Life (including, but not limited to, those referred to in Sections 7 and 8)

- (2) To ensure that the facilities and services designated as necessary or essential are supplied, provided or maintained by the parties in full measure, the Board makes the following Order. For the purposes of the following Order, "Union" means the Canadian Union of Public Employees, Local 917 and/or 951 and "Unions" means collectively the Canadian Union of Public Employees, Local 917, the Canadian Union of Public Employees, Local 951, the Canadian Union of Public Employees, Local 4163, and the Professional Employees Association.

(i)

- (a) The University will utilize the services of management and excluded staff who are qualified to the best extent possible. Management and excluded staff will work 60 hours/week unless agreed otherwise by the parties locally or otherwise ordered by the Board on application. The University will, if requested by the Union, record the daily number of hours and locations worked by each manager and excluded employee, and forward a written record of the hours and locations worked to the Union every seven (7) days;
- (b) The University will not hire replacement employees, engage additional volunteers or assign additional duties to volunteers or allow volunteers to perform additional duties. The University will provide the Union with a list of names of all volunteers who are expected to perform volunteer duties during the dispute, and where they usually perform volunteer duties. The University will, if requested by the Union, record the daily number of hours and locations worked by each volunteer and forward a written record of hours and locations worked to the Union every seven days.

¹ The ELW Heating plant will continue distributing heat to all buildings serviced by the system. In the event of a local failure in the system, the University will determine which effected non-essential facilities may be isolated from the distribution system in an orderly manner.

(ii)

- (a) The Union and the Unions will schedule members to work in accordance with the Essential Services Designations set out [in] the attached Schedules. The members to be scheduled will be selected from the members who normally perform the function at the University. The Union and the Unions will provide the necessary information for payroll and if possible will provide the schedule in advance. Where a shift is designated in the Schedule, that shift will not be split between employees unless otherwise agreed by the parties. Members of the Union scheduled to work as directed by this Order at the University will be the only members of the Union who will work at the University. In the event of an earthquake or other major disaster, the responsibility for scheduling will revert to the University;
- (b) The University will direct scheduled employees to perform only the duties that it determines necessary or essential to comply with this Order;
- (c) The Union and the Unions will instruct their members to perform the work as directed by the University;
- (d) Every designated employee will perform duties of his/her employment as directed by the University; and
- (e) Schedules, directions and instructions in (a), (b), and (c) above will be governed, as applicable, by the terms and conditions contained in either the collective agreement in force between the University and each of the Unions or in the collective agreement last in force between the University and the Union, except as those terms and conditions have been altered by this Order.

(iii)

- (a) The Union and the Unions are ordered to provide unrestricted access and egress to persons covered by this Order and any other person or delivery required for the continued operation of the facilities and services designated by this Order, including members of the police, fire, and/or ambulance services responding to an emergency call from or at the University of Victoria;
 - (b) Each of the Union and the Unions may appoint one person to be present once per day to observe the loading or unloading of any randomly selected delivery vehicle at the loading/unloading point at any facility where deliveries or pick-ups are made. The observer(s) must not interfere with, or impede the loading or unloading process and will not turn back any delivery. Observers may record their observations and if any activity contrary to this Order is observed, the Union or the Unions or both may apply to the Board for relief.
- (3) The Board retains jurisdiction to monitor the operation of the facilities and services of the University during the dispute, and to make such changes to this Order as may be necessary for the continued supply, provision, or maintenance of the facilities, productions, and services which are necessary or essential to prevent immediate or serious danger to the health, safety, or welfare of the residents of British Columbia.

- (4) The University will make available mutually agreed upon facilities as headquarters for the Union, it being understood that the facilities will only be made available when there is ongoing strike activity of significance. The Labour Relations Board is empowered to deal with any issues arising from application of this provision and will render a binding decision on such issues.
- (5) The University will not assign employees of the Union or Unions to the following activities: new construction work, renovation work, and experimental processes.
- (6) Employees will be available in the event of an emergency or a disaster. In the event of a dispute between the University and the Union or the Unions or both about whether an emergency or a disaster exists, the employees will perform the work in question. If such a dispute arises, the University will, within a reasonable period of time, provide the Union and the Unions with such information as is in its possession or control to support the existence of an emergency or a disaster.
- (7) Designated employees (see Schedule A) will be scheduled to provide animal care (excluding new experimental procedures) in the Animal and Aquatic facilities in conformity with regulatory requirements. The University will not place orders for additional live animals when strike action directly affects a location in which animals are kept.
- (8) Designated employees (see Schedule A) will be available for call-in in the event of an emergency or a disaster including hazardous material leaks or spills, student crisis counselling, severe weather conditions, equipment failure, maintenance and security of central computer systems and ongoing experimental processes², or other incidents that require remedial measures to protect health or life. Employees in facilities where there are hazardous materials not otherwise covered by this Order may be required by the University to assist in an orderly shutdown of such facilities and the Unions will cooperate with each other and the University to ensure such assistance is provided.

This Order reflects the current determination of the Board. The above designations may be increased by agreement of the parties or revised by successful application to the Board by the University, the Union, or the Unions.

² The employees required for the maintenance and security of ongoing experimental processes cannot be sufficiently anticipated for enumeration in Schedule "A." Those employees will be identified by the University and the Union or Unions as necessary.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Facilities Management

Position Title	Union	Normal Shift		Essential Shift	
		Early	Late	Early	Late
Head Electrician	CUPE 917	1x 7.5 x5			
Electrician	CUPE 917	12x7.5x5		on call	on call
Head Mech Tradesworker	CUPE 917	1x7.5x5			
Mech Trades - Shift Eng.	CUPE 917	2x12x7	2x12x7	1x12x7	1x12x7
Mech Tradesworker	CUPE 917	8x7.5x7		on call	on call
Instrument Mechanic	CUPE 917	1x7.5x5		on call	on call
Maintenance worker	CUPE 917	2x12x7	2x12x7		
Maintenance worker	CUPE 917	4x7.5x5			
Maint. worker – mech.	CUPE 917	1x7.5x7			
Maintenance Worker	CUPE 917	1x7.5x5			
Head Carpenter	CUPE 917	1x7.5x5			
Carpenter	CUPE 917	11x7.5x5		on call	on call
Carpenter-Locksmith	CUPE 917	3x7.5x5		on call	on call
Head Painter	CUPE 917	1x7.5x5			
Painter	CUPE 917	10x7.5x5			
Head Plumber	CUPE 917	1x7.5x5			
Plumber	CUPE 917	11x7.5x5		on call	on call
Mgr, Energy Systems	PEA	1x7x5			
Energy Mgr	PEA	1x7x5			
Mgr, Finance and Admin	PEA	1x7x5			
Coord, Env Health & Safety	PEA	1x7x5			
Facil Funct Systems Admin	PEA	1x7x5			
Assoc Dir, Capital Devel	PEA	1x7x5			
Coord, Project Planning	PEA	1x7x5			
Mgr, Project Services	PEA	1x7x5			
Mgr, Project Cont & Suprt	PEA	1x7x5			
Projects Officer	PEA	6x7x5			
Coord, Tech Standards	PEA	1x7x5			
Mgr, Interior Planning	PEA	1x7x5			
Coord, Int Plan & Logistics	PEA	2x7x5			
Mgr, Grounds	PEA	1x7x5			
Mgr. Janitorial	PEA	1x7x5			
Coord, Janitorial	PEA	2x7x5			
Grounds Supervisor	CUPE 917	1x7.5x5			

**UVic Essential Services Agreement
Schedule A**

Position Title	Union	Normal Shift		Essential Shift	
		Early	Late	Early	Late
Mgr, Grounds	PEA	1x7x5			
Mgr. Janitorial	PEA	1x7x5			
Coord, Janitorial	PEA	2x7x5			
Grounds Supervisor	CUPE 917	1x7.5x5			
Head Grounds Worker	CUPE 917	3x7.5x5			
Irrigation Tech	CUPE 917	1x7.5x5			
Equipment Operator	CUPE 917	2x7.5x5			
Grounds Worker II	CUPE 917	9x7.5x5			
Grounds Worker I	CUPE 917	11x7.5x5			
Head Service Worker	CUPE 917	3x7.5x5 5am-1pm	2x7.5x5 5pm-1am		
Service Worker II	CUPE 917	56not all FT	43not all FT		
Clerk/PB 11	CUPE 951	1x7x5			
Clerk/PB9	CUPE 951	1x7x5			
Clerk/PB6	CUPE 951	3x7x5			
Resource Coordinator	CUPE 951	1x7x5			
Secretary/PB10	CUPE 951	1x7x5			
Secretary/PB8	CUPE 951	2x7x5			
Secretary/PB6	CUPE 951	2x7x5			
Drafting Tech/PB12	CUPE 951	1x7x5			
Drafting Tech/PB11	CUPE 951	1x7x5			
Mail Supervisor/PB11	CUPE 951	1x7x5			
Mail Clerk/PB6	CUPE 951	6x7x5			

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Security

Position Title	Union	Normal Shift		Essential Shift	
		Day	Night	Day	Night
Personal Safety Coordinator	PEA	1x7x5			
Parking/Transport Coord	PEA	1x7x5			
Administrator – Alarms	PEA	1x7x5			
Security Team Leader	CUPE 917	2x12x7	2x12x7	1x12x7*	1x12x7*
Security Officer	CUPE 917	11x12x7	10x12x7	3x12x7*	3x12x7*
Maintenance Worker	CUPE 917	1x7.5x5			
Clerk/PB10	CUPE 951	1x7x5			
Clerk/BP5	CUPE 951	2x7x5			

* Day shift 6:30 AM – 6:30 PM, Evening shift: 6:30 PM to 6:30 AM

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	VP – Research (Admin and Animal Care Unit)

Position Title	Union	Normal Day Shift	Essential Day Shift
Human Research Ethics Coord	PEA	1x7x5	
Animal Care Manager	PEA	1x7x5	on call
Research Grants Officer	PEA	1x7x5	
Special Programs Officer	PEA	1x7x5	
Administrative Officer	PEA	1x7x5	
Pre Awards Grants Officer	PEA	2x7x5	
Awards Facilitator	PEA	1x7x5	
Animal Health Tech Coord	PEA	1x7x5	1x7x7*
Human Rsrch Ethics Facilitator	PEA	2x7x5	
Knowledge Mobilization Coord	PEA	1x7x5	
Reg Lab Animal Tech Coord	PEA	1x7x5	
Scientific Assistant - Health	PEA	2x7x5	2x7x7*
Scientific Asst – Animal Tech	PEA	1x7x5	
Scientific Asst – Animal Husb	PEA	3x7x5	
Scientific Asst – Animal Husb	PEA	1x4x5	
Reg Lab Animal Tech	PEA	4x7x5	M&T-3, WtoSu-2***
Scientific Asst – Aquatics	PEA	2x7x5	2x7x7+on call**
Aquatics Coordinator	PEA	1x7x5	1x7x7+on call**
Knowledge Mobil. Liaison	CUPE 951	1x7x5	
Clerk/PB9	CUPE 951	1x7x5	
Clerk/PB8	CUPE 951	1x7x5	
Clerk/PB7	CUPE 951	2x7x5	
Clerk/PB7	CUPE 951	1x7x3	
Secretary/PB9	CUPE 951	2x7x5	
Secretary/PB8	CUPE 951	3x7x5	
Secretary/PB7	CUPE 951	2x7x5	

* These three positions combined are required 7hrs/day, 7 days/week.

** These three positions combined are required to fill two 7-hour shifts, 7 days a week and be available on call.

*** These three positions combined are required to fill 3 7-hour shifts on each of Monday and Tuesday and 2 7-hour shifts the rest of the week.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Faculty of Science (including Science Stores)

Position Title (select positions)	Union	Normal Day Shift	Essential Day Shift
Administrative Officer	PEA	1x7x5	
Communications Off	PEA	1x7x5	
Storekeeper PB13	CUPE 951	1x7x5	1x4x1 + on call*
Storekeeper PB 10	CUPE 951	6x7x5	on call*
Secretary PB10	CUPE 951	1x7x5	
Scientific Tech PB 14 (Biochem)	CUPE 951	1x7x5	1x4x1 + on call
Scientific Assistant (Chemistry)	PEA	1x7x5	1x2x4+1x7x1+on call
Scientific Assistant (Chemistry)	PEA	1x7x5	1x2x5 + on call

- * On call work per the request of the Storekeeper PB 13 incumbent will be through the Union and involve one of:

Rob Iuvale
Derek Harrison
Cyrus Chander

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Systems

Position Title	Union	Normal Shift		Essential Shift	
		Day	other	Day	other
Mgr, Learning Systems	PEA	1x7x5			
Mgr, Client Technologies	PEA	1x7x5			
Mgr, UNIX Services	PEA	1x7x5		1x7x5	on call
Mgr, Network Services	PEA	1x7x5			
Mgr, Project Mgt. Office	PEA	1x7x5			
Web Services Mgr.	PEA	1x7x5			
Mgr, Windows Services	PEA	1x7x5			
Mgr, Database Services	PEA	1x7x5		1x7x5	on call
Client Account Mgr.	PEA	1x6x5			
Team Lead/Sr. Prog Analyst	PEA	3x7x4			
Windows Administrator	PEA	1x7x5			
UNIX Admin/Programmer	PEA	1x7x5			
Web Application Developer	PEA	2x7x5			
WWW Developer	PEA	1x7x5			
Sr. Network Analyst	PEA	1x7x5			
Sr. Programmer Analyst**	PEA	11x7x5		6xon call	6xon call
Sr. Programmer Analyst	PEA	1x7x3			
Sr. Programmer Analyst	PEA	1x6x5			
Sr. Network Analyst	PEA	3x7x5			
Sr. Network Security Anal.	PEA	1x7x5		1x7x5	on call
Sr. Media Analyst	PEA	1x7x5			
Sr. Technical Analyst	PEA	6x7x5			
Sr. Information Architect	PEA	1x7x5			
Sr. Systems Administrator	PEA	8x7x5		1x7x5	on call
Specialized Systems Admin.	PEA	1x7x5			
Sr. Help Desk Analyst	PEA	1x7x5			
Sr. Application Admin.	PEA	1x7x5			
Sr. Analyst	PEA	1x7x5			
Client Account Mgr	PEA	1x7x5			
Research Network Analyst	PEA	1x7x5			
Programmer Consultant	PEA	5x7x5			
Programmer Analyst	PEA	17x7x5			

**UVic Essential Services Agreement
Schedule A**

Position Title	Union	Normal Shift		Essential Shift	
		Day	other	Day	other
Programmer Analyst	PEA	1x7x4			
Network Analyst – Ops	PEA	1x7x5			
Network Analyst	PEA	1x7x5			
Media Consultant	PEA	1x7x5			
Media Analyst	PEA	1x7x5			
Mgr, General Office	PEA	1x7x5			
Laboratory Instructor	PEA	1x7x5			
Training/Comm Coord	PEA	1x7x5			
Instructional Technologist	PEA	1x7x5			
Jr. Programmer Consultant	PEA	1x7x5			
Functional Analyst	PEA	1x7x5			
Database Administrator	PEA	3x7x5			
Coord, Sys Train/User Suppt	PEA	1x7x5			
Computing Tech Specialist	PEA	1x7x5			
Desktop Support Analyst	PEA	10x7x5			
Computing Facility Assistant	PEA	5x7x5			
Comp Help Desk Tech Anal	PEA	1x7x5			
Comp Help Desk Tech Writr	PEA	1x7x5			
Comp Help Desk Mgr.	PEA	1x7x5			
CALL Facility Mgr.	PEA	1x7x5			
Client Account Mgr.	PEA	3x7x5			
Electronics Tech/PB14	CUPE 951	1x7x5			
Electronics Tech/PB12	CUPE 951	9x7x5			
Electronics Tech/PB10	CUPE 951	4x7x5			
Clerk/PB10	CUPE 951	4x7x5			
Clerk/PB9	CUPE 951	1x7x5			
Telephone Supv/PB9	CUPE 951	2x7x5			
Computer Operator/PB7	CUPE 951	2x7x5			
Clerk, Systems Support Svcs	CUPE 951	1x7x5			
Switchboard Operator/PB5	CUPE 951	3x7x5			
Switchboard Operator/PB5	CUPE 951	1x5x5			
Clerk/PB5	CUPE 951	2x7x5			

- * Parties are agreed that designated employees will perform only work required to restore and maintain the emergency response system of University Systems.
- ** Parties are agreed that Rizwan Bashir, Raymond Choo, Robert Fleming, Corey Gibbings, Tracey MacNeil and Corey Scholefield are the six Sr. Programmer Analaysts specifically intended.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Counselling Services

Position Title	Union	Normal Shift	Essential Shift
Mgr. Counselling Services	PEA	1x7x5	1x7x5
Counselling Psychologist	PEA	1x7x5	
Learning Counsellor	PEA	1x7x5	
Counsellor	PEA	7x7x5	1x7x5
Secretary/PB9	CUPE 951	1x7x5	
Secretary/PB6	CUPE 951	1x7x5	
Secretary/PB6	CUPE 951	1x4x5	

The parties are agreed that:

- 1) where necessary, a female Counsellor may be substituted for a male Counsellor, provided the limit of two is maintained.
- 2) where deemed necessary by the Mgr. Counselling Services, an Aboriginal Counsellor will be called in.
- 3) this Essential Services agreement is without prejudice to Letter of Agreement # 8 Re: Counselling and Animal Care Services During Labour Disputes in the Collective Agreement.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Neptune & Venus

Position Title	Union	Normal Day Shift	Essential Day Shift
Web Content Mgr	PEA	1x7x5	
Mgr, Install & Field Ops	PEA	1x7x5	
Sr. Systems Admin	PEA	1x7x5	
DMAS Instr Data Acq Dev.	PEA	1x7x5	
DMAS Dev Systems Mgr	PEA	1x7x5	1x7x5 + on call*
Mission Critical Sys Admin	PEA	3x7x5	2x7x5 + on call*
Scientific Instrument Mgr	PEA	1x7x5	
Software Librarian	PEA	1x7x5	
Sr. F-E Java App Developer	PEA	3x7x5	
Data Manager	PEA	1x7x5	on call**
Software Librarian	PEA	1x7x5	
Software Quality Control Spec	PEA	3x7x5	
Instrument Technologist	PEA	1x7x5	
Systems Administrator	PEA	2x7x5	
Web Developer	PEA	1x7x5	
Web & Feature Developer	PEA	1x7x4	
Mech Engineer Installations	PEA	1x7x5	
Scientific Programmer	PEA	2x7x5	
Data Srvs & Hardware Spec	PEA	1x7x5	
Observatory Spec	PEA	1x7x5	on call**
Project Coordinator	PEA	1x7x5	
Senior Java Developer	PEA	2x7x5	
Intermediate Java Developer	PEA	3x7x5	
Research Theme Integrator	PEA	5x7x5	
Installation Support Specialist	PEA	2x7x5	
Scientific Data Specialist	PEA	2x7x5	
Marine Equipment Tech	PEA	1x7x5	
Doc & Visual Material Spec	PEA	1x7x5	
Marketing & Commun Mgr	PEA	1x7x5	
Technical Administrator	PEA	1x7x5	
Video Specialist	PEA	1x7x5	
Secretary/PB8	CUPE 951	1x7x5	
Clerk/PB8	CUPE 951	1x7x3	
Seismic Data Specialist	CUPE 4163 (1&2)	1x7x5	

* These three positions would share between them requirement for one person to be at work during normal hours and one person to be available 7x24.

** These two positions would each be available 7x24 – call in will depend on specifics of the operational need.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Pension Office

Position Title	Union	Normal Day Shift	Essential Day Shift
Mgr, Pension Admin	PEA	1x7x5	
Pension Entitlement Officer	PEA	1x7x5	
Clerk/PB11 *	CUPE 951	2x7x5	8 days per month**
Clerk/PB10	CUPE 951	1x7x5	
Clerk/PB9	CUPE 951	1x7x5	
Clerk/PB5	CUPE 951	1x3.5x5	
Clerk/PB5	CUPE 951	1x7x5	

* Parties are agreed that only Sutti Tungsirratana is specifically intended.

** Parties are further agreed that no work will be performed in the first week of a strike, and up to 8 days per month will be performed thereafter, as required.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Payroll

Position Title	Union	Normal Day Shift	Essential Day Shift
Clerk/PB12 *	CUPE 951	2x7x5	1 week per month

* Parties are agreed that only Irene Statham is specifically intended.

**UVic Essential Services Agreement
Schedule A**

Employer and Location:	UVic – Main Campus
Department/Unit:	Emergency Services On Call & Hazard Material, Spills, Leaks

Position Title	Union	Normal Day Shift	Essential Day Shift
OHSE Consultants	PEA	6x7x5	on call
Facilities Staff*	CUPE 917	various	on call
Suppliers**	n/a	n/a	on call

* 917 Electrician, Plumber/Sprinkler Fitter, Air Conditioning Mechanic, Instrument Mechanic, Locksmith, Grounds Staff.

** e.g. TELUS for system failure; Reliance Protectron for alarm systems, Stericycle for Hazard Material removal and specialized trades for emergency repairs (e.g. fire pumps). 24 hour emergency call-in only, 7 days, as required.