

LETTER OF AGREEMENT

Between:

CUPE 4163 Component 1 ("Union")

And:

University of Victoria ("Employer")

RE: VAPPA in the Dept. of Physics & Astronomy ("the Department")


A. Introduction

Provided the Department's guaranteed graduate student funding package ("package") remains at or above current levels, there is a common interest between the Union and the Employer to temporarily distribute Component 1 assignments within the Department in such a way that each qualified graduate student who applies will be assigned at least one appointment per year. Notwithstanding Article 13.02 (c) (Seniority) of the Collective Agreement and Point # 9 of the Hiring Priority Policy, the Union and the Employer enter into this temporary agreement with the following terms:

B. Terms

1. Qualified graduate students who apply for a TA will be assigned to one appointment of 98 hours per year each, in order of priority under Priority Policy A. Assignments will be made in the order of Fall, Spring, and Summer. Should, after assigning each graduate student in the Department one appointment, the administrator reach Level 4 and have extra hours remaining, then the administrator will offer the extra hours according to Policy A, beginning at Level 1.
2. For the duration of this agreement, point #9 of the Hiring Priority Policy A will be waived, such that graduate students who held appointments of more than 98 hours in the previous year will be entitled to no more than 98 hours in the next assignment year.
3. Where practicable, Component 1 assignments within the Department will be offered prior to the commencement of the Fall term.
4. Where the terms in point 3 above are not practicable, the normal appointment tie breaker in Article 13.02 (c) (Seniority) will be waived. Specifically, when two members with equal priority compete for a position, preference will be given to the member who has not yet received an appointment.
5. Nothing within this agreement implies that the number of assigned hours will fall below 98 hours in a year. Point #11 of the Hiring Priority Policy will be followed.
6. Either party may render this agreement null and void upon the provision of at least one academic term notice in writing to the other party.
7. The union's support to this agreement is conditional upon the understanding that the guaranteed package totals will remain at or above the current 2012-13 levels, but will be based on one TAship per grad per year. Should the package totals be reduced significantly, then the Union reserves the right to render this agreement void, pending notice in point 6 above.
8. This agreement is without prejudice to, nor precedent for, the interpretation and application of the collective agreement and to the circumstances of any other employees.
9. The term of this agreement will be two years, beginning May 1, 2013 and ending April 30, 2015. The parties agree to meet by February 2014 to review the applicability of the variance.

Agreed this 11 day of December, 2012.

<p>On behalf of the Employee:</p>  <p>Katheryn Garvie Component 1 VP, CUPE 4163</p>	<p>On behalf of the Employer:</p>  <p>Jolie Wist Human Resources Consultant</p>
 <p>Greg Melnychuk President, CUPE 4163</p>	 <p>Robert Kowalewski Chair, Dept of Physics & Astronomy</p>