

PROPOSAL FOR SETTLEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2950

and

THE UNIVERSITY OF BRITISH COLUMBIA

The parties hereto agree to recommend the following to their respective principles.

Dec. 10/91
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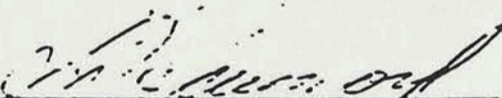
**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

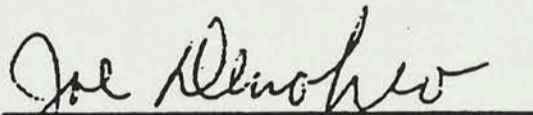
The University and the Union hereby agree to the following:

Article 2 - Recognition

Move second paragraph from Article 1.01 (General Purpose) to new Article 2.02, with mutually agreed proviso that the change is for style, and no substantive meaning is attached to the fact that the paragraph has moved.

2.02 No employee shall be required or permitted to make written or verbal agreement with the University or its representatives which may conflict with the terms of this Agreement.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

Article 3.03 - Sessional Employee

Replace 4th paragraph with the following:

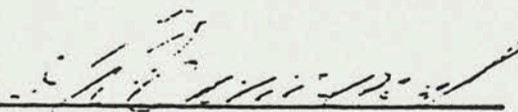
3.03 Full-time and part-time sessional employees shall be entitled to all the rights and privileges accorded under this Agreement to full-time and part-time continuing employees, respectively, except as noted below:

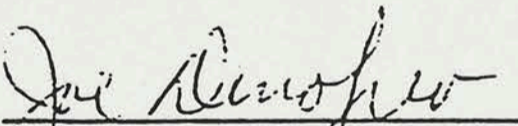
(A) Personal Study Benefits (Article 21)

Sessional employees shall be exempt from this benefit.

(B) Employment Security (Article 34)

Sessional employees shall be entitled to the internal placement, layoff, and recall procedures specified under Article 34.05.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

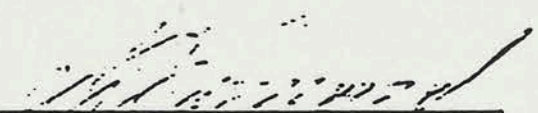
**CUPE, LOCAL 2950
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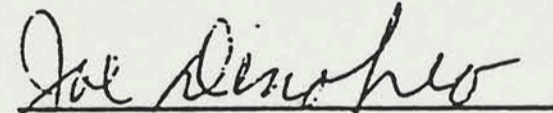
The University and the Union hereby agree to the following:

Article 3.04 - Temporary Employee

Amend first paragraph (definition) as follows:

- (A) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of less than three months duration, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. Extensions or reappointments to the same position "normally of less than three months duration," noted above, shall be by mutual agreement.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
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(For the Union)

March 12/91
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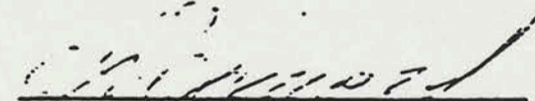
**CUPE, LOCAL 2950
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The University and the Union hereby agree to the following:

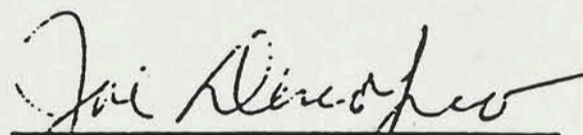
Article 3.04(F) Personal Study Benefits (Article 21)

Add new sub-clause (ix) which reads as follows:

(ix) Temporary employees shall be exempt from this benefit.



**S. Hammond, Manager
Employee Relations
(For the University)**



**J. Denofreo, National
Representative, CUPE
(For the Union)**

March 12/91
(Date)

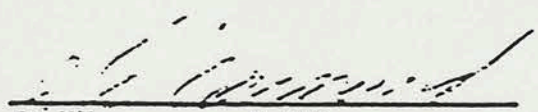
CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING

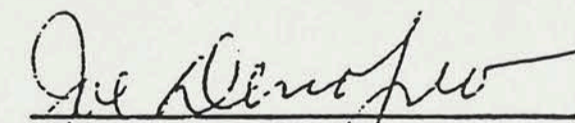
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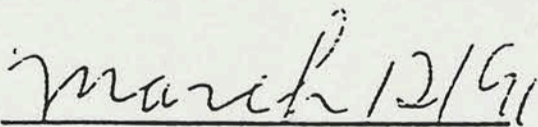
Article 7.02 - Full-Time Leave of Absence

Amend as follows:

- 7.02 A leave of absence without pay shall be granted upon request to any employee who has been elected or selected to a full-time office or position in the Union, in the Union's Provincial Association or in any other body in which the Union maintains membership or affiliate status. Any employee so elected or selected must give one (1) month's notice to the University. Seniority shall accumulate during such employee's leave of absence of up to two (2) years but not longer. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans. When the leave of absence has a term of two (2) years or less, the employee shall be returned to her/his former position with the University. When the leave of absence exceeds two (2) years, the employee shall be placed in the coincidental vacancy of her/his choice in her/his former classification, or where no coincidental vacancy exists, shall invoke the provisions for internal placement.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

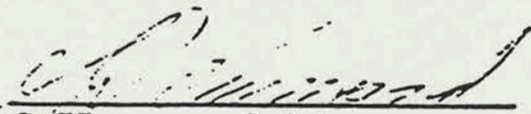

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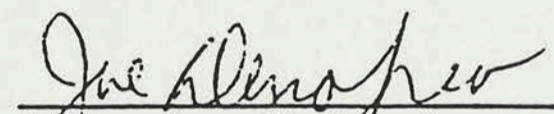
CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING

The University and the Union hereby agree to the following:

Article 17.01 - Picket Lines

Change "CUE" to "CUPE 2950".


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)


(Date)

**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

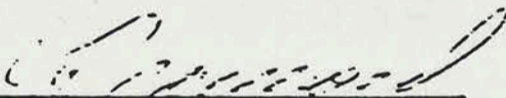
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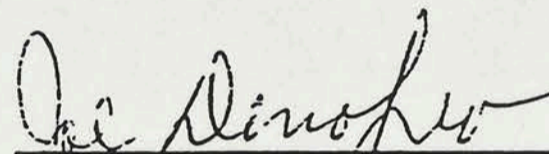
Article 19.06 - Notice of Layoff or Involuntary Transfer Due to Technological Change.


Change references to Involuntary Transfer to Internal Placement, in both title and text as follows:

19.06 Notice of Layoff or Internal Placement Due to Technological Change.

Employees laid-off or internally placed due to conditions of this Article shall receive three (3) months notice or pay in lieu of notice. Severance pay will be paid out twice monthly, equivalent to the salary received prior to layoff.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)


(Date)

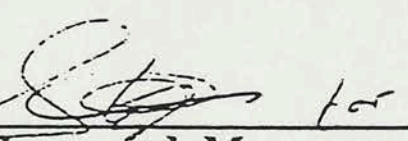
**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

Article 21.01 - Tuition Fee Benefit

On completion of the probationary period, a continuing full-time employee, excluding sessional employees, shall be entitled to tuition fee benefit to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year (12 months). Non-credit courses may be taken to the equivalent in fees over a year. To determine the equivalent value in fees, reference should be made to the fee for six (6) credits (formerly 3 units) in the University Calendar under the heading "Fees, Summer Session". Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to a continuing part-time employee who works more than seventeen and one-half (17 1/2) hours per week. This benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year.



S. Hammond, Manager
Employee Relations
(For the University)

J. Denofreo, National
Representative, CUPE
(For the Union)

November 21, 1991
(Date)

CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING


The University and the Union hereby agree to the following, on the understanding that the Confirmation of Employment letters to Sessional and Temporary employees will contain the information that they are entitled to receive job postings after layoff upon request to Human Resources:


22.01 - Job Postings

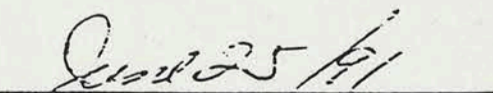
All vacancies for continuing and sessional positions shall be posted on all Union bulletin boards and such other places as may be agreed upon between the University and the Union, for at least five (5) working days. All vacancies of three (3) months or more duration shall be posted, with the exception of Leave of Absence, including Maternity Leave, which may be filled by temporary promotion under Article 22.07. These positions will be posted if the employee on Leave of Absence fails to return from Leave of Absence, i.e. terminates employment. No position of over three (3) months duration shall be filled from outside the bargaining unit without being posted in accordance with this article.

A copy of all job postings shall be sent to the union office, to all continuing employees on the recall list, and upon the employee's request to sessional and temporary employees on the recall lists.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications and pay grade. Each notice shall state: "both males and females are encouraged to apply".


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)


(Date)

RED CIRCLING

Article 22.06 (B)

Union proposal January 3, 1991.

- no loss of wages as a result of a downward reclassification.
- real meaning: new option in case of reorg. to stay in position "red circled" instead of moving as per internal placement rights arising out of Art 19 Tech Change.

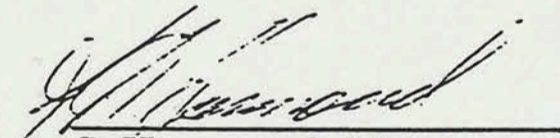
**CUPE, LOCAL 2950
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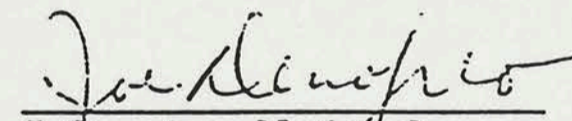
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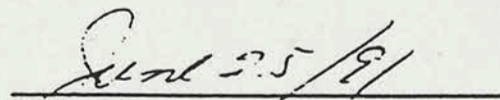
22.08 - Orientation Period for Transfer and Promotion

When promoted, transferred or voluntarily demoted, the employee shall be on an orientation period for three (3) months. If an employee finds the job unsatisfactory or is unable to meet the basic job requirements:

- (A) In the case of promotion, the employee shall be returned to a vacant position of her/his choice in her/his former salary range. If such a position is not available, she/he shall be returned to her/his former position.
- (B) In the case of transfer, the employee shall be placed into a vacant position of her/his choice in her/his salary range. If such a position is not available, she/he shall be returned to her/his former position.
- (C) In the case of voluntary demotion, the employee shall be placed into a vacant position of her/his choice in her/his current classification.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
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(Date)

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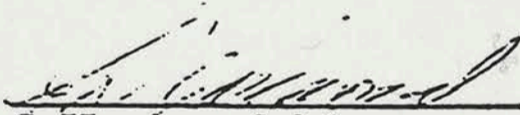
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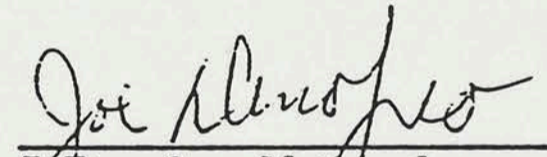
Article 24.03 - Working Conditions Committee

Change references to Working Conditions Committee to CUPE 2950 Health and Safety Committee, as follows:

The Union shall establish a CUPE 2950 Health and Safety Committee and inform the University of its members. The University shall recognize this Committee and shall communicate with it in regard to any problems in employees' working conditions that the Committee wishes to draw to the University's attention.

Upon request, the University shall provide the Committee with such statistical and other information at its disposal relevant to the particular problem raised.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
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(For the Union)

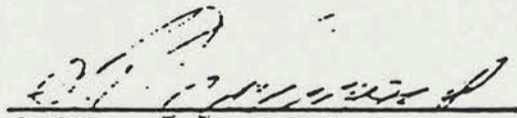
March 12/91
(Date)

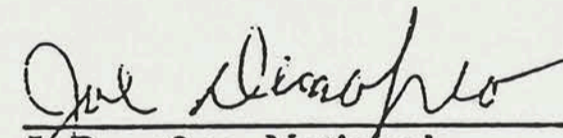
**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

Article 24.05 - Consultation

Amend the second group of (A), (B), (C), (D), to (1), (2), (3), (4).


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)


March 12/91
(Date)

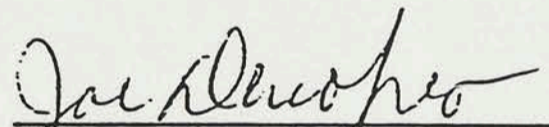
**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

Article 24.08 - Health and Safety Committee

Amend title to "University Health and Safety Committee".


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

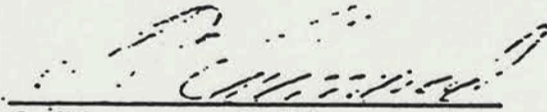
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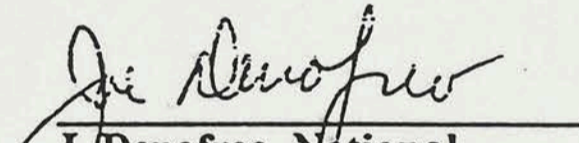
Article 27.02 - Vacation Schedule for First Incomplete Year

Amend as follows:

- 27.02 Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter (1-1/4) working days (8-3/4 hours) for each month worked prior to December 31st with the right to take days as they are accumulated. For probationary employees, the probationary period may be extended by the amount of earned vacation actually taken.



S. Hammond, Manager
Employee Relations
(For the University)



J. Denofreo, National
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March 12/91
(Date)


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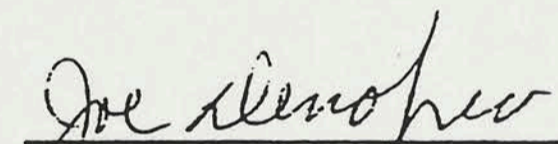
The University and the Union hereby agree to the following:

Article 30.02 - Compassionate Leave

Amend third paragraph under (A) to read:

Immediate family shall include an employee's parent, grandparent, spouse, common-law spouse, same sex spouse, child or ward, brother, sister, father-in-law, mother-in-law.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

PENSION PLAN

Article 30.03 Language to reflect that Pension Plan shall
become part of the collective agreement.

**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**


The University and the Union hereby agree to the following:


Article 30.05(A) - Medical Plan


Amend first sub-clause to read as follows; reflecting change effective 1989 July 01, negotiated in last collective agreement:

30.05 (A)

- (i) The employer shall pay one hundred percent (100%) of the monthly contribution to the Medical Plan.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)


(Date)

DENTAL PLAN

Article 30.05 (B) Union proposal January 3, 1991.

CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING

The University and the Union hereby agree to the following:

Article 30.06(C) - Medical and Dental Appointments

Amend as follows:

30.06(C) Absence of one-half (1/2) day for medical or dental appointments shall not be deducted from an employee's sick leave credits nor shall any pay be deducted. There shall not normally be more than an average of one-half (1/2) day per month for this purpose. Excessive use of medical and dental appointments may require medical or dental certificates. Refer to Letter of Agreement Re: 30.06.

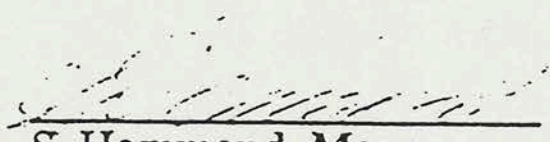
Insert the following Letter of Agreement Re: Medical and Dental Appointments, as Appendix:

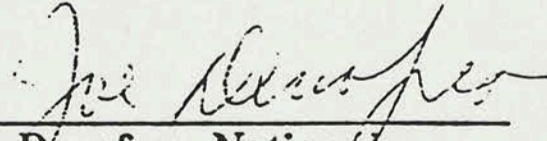
LETTER OF AGREEMENT

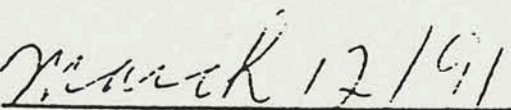
RE: MEDICAL AND DENTAL APPOINTMENTS

It is understood and agreed that:

1. Employees are entitled to 3.5 hours per month for use for medical or dental appointments. Employees may use the 3.5 hours if necessary all at one time, or in pieces (eg. three one-hour parcels at the end of the working day).
2. On average, employees will not use more than 3.5 hours in a month for the purpose of medical appointments. When an employee exceeds 3.5 hours for this purpose, then the University will average usage over the twelve months immediately preceding the current month; if the employee has not averaged 3.5 hours over the previous 12 months, then additional time for appointments is available to the employee up to the maximum potential usage of 42 hours. By referencing the moving average over the twelve most recent months, employees are able to 'wipe out' months of high usage systematically. If the employee's usage exceeds 42 hours, then payment for the medical appointment is deducted from the employee's accumulated sick leave bank. If the bank has run out, then the pay for the time will be deducted from the employee's next cheque.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)


(Date)

MATERNITY AND ADOPTION LEAVE

Article 30.07

Amend: change 18 weeks to 28 weeks.

Amend Letter of Agreement on Page 84-85 to reflect 95% top-up payment during leave and 5% top-up payment upon return to work.

Jan 9 - S.G. We have a letter from U.I. okaying such an arrangement, I guess we don't have a problem.

PERSONAL LEAVE (NEW)

Article 30.08

Union proposal January 3, 1991.

- 8 days

Article 31.01

LETTER OF AGREEMENT

Re: Joint Committee on Job Standards
(Article 31:01)

Union proposal November 21, 1991.

LETTER OF AGREEMENT

Re: Job Evaluation Plan

To be negotiated. *at the Bargaining Table*

Get the Wyatt Plan

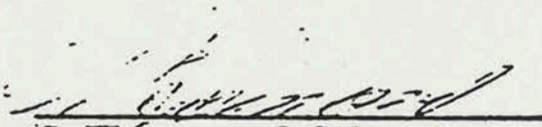
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1991 COLLECTIVE BARGAINING**

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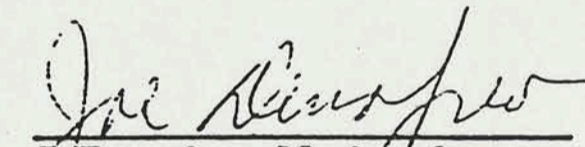
32.03 - Accrual of Seniority

Amend as follows:

32.03(A) Seniority shall accrue from the first day of employment and shall continue to accrue except as stated otherwise in Articles 7.02, 32.04, and 32.06.



**S. Hammond, Manager
Employee Relations
(For the University)**



**J. Denofreo, National
Representative, CUPE
(For the Union)**

March 12/91
(Date)

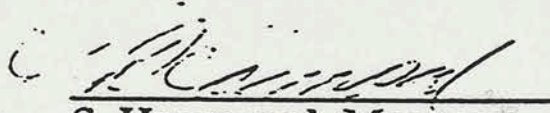
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1991 COLLECTIVE BARGAINING**

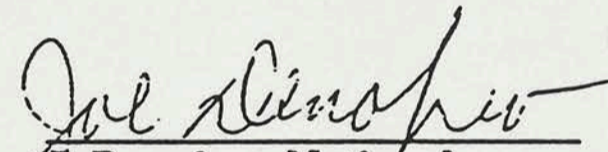
The University and the Union hereby agree to the following:

Article 33.06 - Disciplinary Action/Employee Files

Add second paragraph, as follows:

33.06 Any employee wishing to have her/his Performance Appraisal removed from her/his employee files (and destroyed by the employee concerned) after the expiration of 24 months from the date it was issued, shall have such request honoured provided that similar negative comments made in the Appraisal have not been repeated.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 17/91
(Date)

CUPE, LOCAL 2950
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The University and the Union hereby agree to the following:

**Article 34.04 - Internal Placement and Recall
- Continuing Employees**

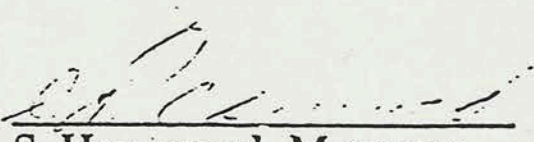
Amend as follows:

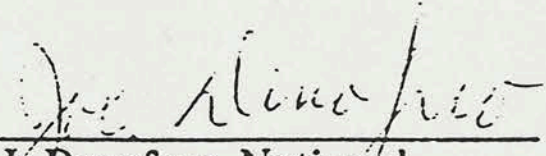
34.04 (A) Notice

The University will give one (1) month's written notice or pay in lieu of notice of internal placement and layoff. Internal placement may take place if a position becomes available during the notice period.

Notice shall not coincide with the employee's vacation.

Subject to Articles 30.06(E) and 7.02, if notice is given during the period an employee is on any approved leave of absence, the employee's internal placement rights will normally be deferred until the date the employee returns to work. However, if the employee notifies Human Resources in writing that she/he is prepared to begin the internal placement period during the leave of absence, the University will begin to send a copy of the job postings to the employee each week, and the internal placement period shall begin when the first job postings are received by the employee. The University will not send postings earlier than one month before the date the employee is scheduled to return to work. In the case of an employee returning to work from WCB leave, she/he shall be temporarily placed in a position with no loss of pay until the notice period expires.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**


The University and the Union hereby agree to the following:


Article 34.04 (C) - Internal Placement and Recall - Continuing Employees

Delete all references to one (1) year seniority and grant funded position in paragraph 3 to read as follows:

34.04 (C) However, if vacancies in the employee's classification did occur during the notice period and were passed up by the employee, then the following options are available:

- termination of employment with severance pay
- layoff with recall rights for twelve (12) months.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

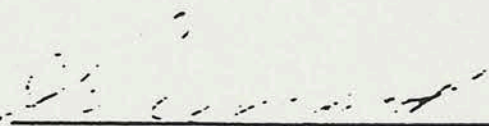
The University and the Union hereby agree to the following:


34.04 (C) (iii) (2) - Internal Placement and Recall - Continuing Employees

Amend as follows:

**34.04 (C)
(iii) (2)**

At the time of layoff, employees may notify the Human Resources Department in writing of the departments or Library divisions within which placements through recall will not be accepted or that temporary placements will not be accepted. A part-time employee being laid off may notify the Human Resources Department in writing that she/he will not accept recall to positions which have more than 10% greater or more than 10% lesser hours per week than her/his current position. (For example, an employee who has been laid off from a 60% position may notify Human Resources that she/he will not accept recall to a position that is either more than 70% part-time or less than 50% part-time). In these cases the Human Resources Department will not recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been recalled to them.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

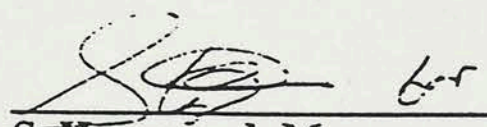
35.03 - Grievance Procedure

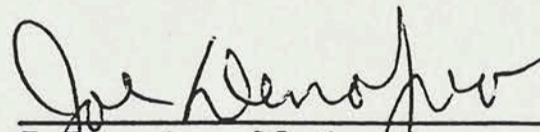
(A) Step 1:

An employee who has a grievance shall first go to her/his supervisor or designate. The employee must be accompanied or represented by her/his steward or other Union representative. The supervisor shall be given an opportunity to answer the complaint verbally.

Failing resolution, the grievor and her/his steward shall present the grievance to the supervisor in writing. After receipt of a written grievance the supervisor shall have five (5) working days in which to present her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the five (5) working days following either receipt of the supervisor's reply or expiry of the above time limit, whichever comes first.

If the supervisor is the department head, Step 2 shall be omitted and the grievance with the supervisor's written reply shall proceed directly to Step 3.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

November 21, 1991
(Date)

ARTICLE 35 - ARBITRATIONS

ARTICLE 35.04 Expedited Arbitrations

1. The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable for expedited arbitration shall be scheduled to be heard on the next available expedited arbitration date. Expedited arbitration dates shall be agreed to by the parties and shall be scheduled monthly or as otherwise mutually agreed to by the parties.
3. The location of the hearing is to be agreed to by the parties.
4. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
5. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 112 of the Industrial Relations Act.
6. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The decision of the arbitrator is to be completed and mailed to the parties within three (3) working days of the hearing.
8. The parties shall equally share the costs of the fees and expenses of the arbitrator.
9. The expedited arbitrators, who shall act as sole arbitrators, shall be . . .
10. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 35.04 except for 35.04(C).

INCREMENTS

Article 36.01

Union proposal January 3, 1991.

12 mos effective

not 13

WAGES

Article 36.01 - Effective April 1, 1991 a wage increase of 4% applied to all pay grades in the form of a flat equal rate.

Effective October 1, 1991 a wage increase of 4% applied to all pay grades in the form of a flat equal rate.

- Effective April 1, 1992 a wage increase of 4% applied to all pay grades in the form of a flat equal rate.

Effective October 1, 1992 a wage increase of 4% applied to all pay grades in the form of a flat equal rate.

- Pay Equity payment effective April 1, 1991 equal to the amount of difference between the wages paid a Secretary 2 in C.U.P.E. Local 2950 and the Patrol Person in C.U.P.E. Local 116.

- Restructure the Salary Grid to reflect equal distance between pay grades and increment steps. *anomaly of P.G. 5 step C to P.G. 6 ? - \$50 increase not possible*

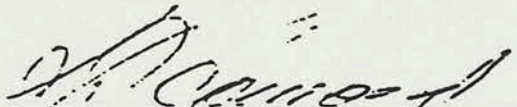
- Pension Plan contribution of .15% shall be paid by the Employer. *increased*


TERM OF AGREEMENT

Article 37 - Two year agreement commencing April 1, 1991
to and including March 31, 1993.

CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING

The University and the Union hereby agree to delete Letter of Agreement Re:
Implementation of Article 5.07 (page 83)


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

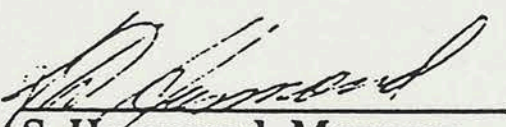
March 12/91
(Date)

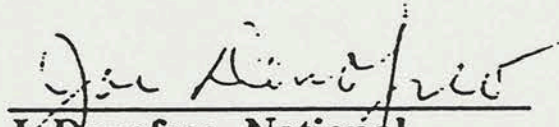
**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

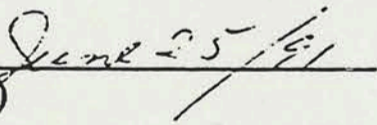
**LETTER OF AGREEMENT RE VACANCIES REQUIRING SPECIFIC
QUALIFICATIONS**

The University and the Union agree to identify jointly, those positions within the Bargaining Unit whose qualification requirements differ from the norms of the classification sufficiently that without those specific qualifications, an employee transferred or appointed to the position would not be able to perform the job satisfactorily within a three-month period. A list will be created of these agreed upon positions. It is agreed that employees will not be internally placed, recalled or hired into the positions on this list without the specific qualifications. This list can only be amended by agreement of the parties.


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

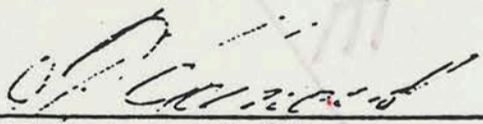
(Date)

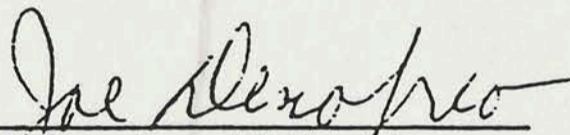


**CUPE, LOCAL 2950
1991 COLLECTIVE BARGAINING**

The University and the Union hereby agree to the following:

- 1) Change all references to Personnel Services to Human Resources.
- 2) Change terminology to gender neutral terms (where applicable).


S. Hammond, Manager
Employee Relations
(For the University)


J. Denofreo, National
Representative, CUPE
(For the Union)

March 12/91
(Date)

