

March 22/79

The attached "possible terms of settlement" went to the members at an afternoon membership meeting and a vote was taken which was overwhelmingly in favour of accepting the terms. The strike committee was not satisfied with the settlement, (and felt that the members were not really either, but the vote was so overwhelming due to the present crack down on unions and striking by the Provincial Government; The members were in fact intimidated by these scare tactics that are being used to cripple unions) ^{AND} we felt that to encourage a strike vote would be unwise as it was unlikely to get a strong vote of solidarity and for the contract committee to have to go back into negotiations with a feable vote would greatly harm our interests.

THE CONTRACT WAS PASSED BY A RATIFICATION VOTE PUT TO THE MEMBERSHIP ON APRIL 11th.

FOR	921
AGAINST	81
SPOILED	22
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	1,024

POSSIBLE TERMS OF SETTLEMENT

March 21st, 1979

22.03 Hiring Policy

- (a) As is.
- (b) Applicants for posted vacancies shall be appointed on the basis of ability, qualifications, and seniority. When the University is making its selection and no applicant is clearly superior in ability and qualifications, seniority shall be the determining factor.

22.08 Orientation Period for Transfer and Promotion

When promoted or transferred, the employee shall be on an orientation period for three (3) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to her/his former position, or to one of equal salary range.

28.05 Shift Work

- (a) as is.
- (b) Shift Differential (Inconvenience Pay)

Employees working on a shift basis shall receive a pay differential as follows:

Thirty-five cents (.35) per hour for each hour worked on the evening shift.

Fifty-five cents (.55) per hour for each hour worked on the night shift.

- (c) as is.
- (d) as is.
- (e) as is.

30.05 Medical & Dental Plan

- (a) as is.
- (b) as is.
- (c) After three (3) months of employment all continuing and sessional employees shall be eligible to participate in the Dental Plan as outlined in (a) above, provided she/he works a minimum of seventeen and one-half (17½) hours per week.
- (d) as is.

31.05 Wage Increase Awarded Through Reclassification

- (a) as is.
- (b) Where the position does not entail new job duties and has in fact been misclassified since date of hire, the employee shall be placed on the same seniority step in the appropriate classification as she/he was on in the original job classification, and shall receive full pay rate adjustment retroactive to date of hire, except where date of hire is prior to July 1, 1978, in which case, pay rate adjustment shall be retroactive to July 1, 1978.

33.06 Disciplinary Action/Employee Files

Any written censures, letters of reprimand and adverse reports (including official evaluation reports), shall be removed from the employee's files and destroyed by the employee concerned in the presence of both parties after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing any document from any file of an employee, the existence of which the employee was unaware at the time of filing.

33.07 Notice of Resignation

If an employee resigns, fifteen (15) working days notice will be given in writing prior to the date of termination. In the event that less than ten (10) working days notice is given, the employee will be entitled to her/his vacation pay of 4% of gross earnings less any vacation she/he has taken. Vacation entitlements banked from the previous year shall be paid at the employee's full rates.

An employee may rescind her/his resignation, in writing, without penalty up to three (3) working days after giving notice.

36.02 Wages

An across-the-board adjustment to all classifications of 7% effective on April 1st, 1979.

Letter of Understanding

Attached to and forming part of the 19__ collective agreement, between the University of British Columbia and A.U.C.E. Local 1.

The Parties agree as follows:

Article 34.07(a) will not apply to those employees who work from the parttime recall list who wish to work for irregular periods and have indicated their wishes in writing to Employee Relations. A carbon copy of the employees' requests shall be sent to the Union Office by Employee Relations within five (5) working days of receipt of such requests.