



ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES
LOCAL #2, SIMON FRASER UNIVERSITY

JANUARY 19, 1977

A SPECIAL REPORT

ON

NEGOTIATIONS

BY

YOUR CONTRACT COMMITTEE

Articles Signed to Date (1/12/77)

| <u>Article.</u> | <u>Short title.</u> | <u>Date signed.</u> |
|-----------------|---|---------------------|
| 1:01 | Purpose of agreement. | 10/28/76 |
| 1:02 | No conflicting agreement. | " |
| 3 | Union recognition. | " |
| 4:01 | No discrimination for union activity. | " |
| 4:02 | Membership requirements. | " |
| 4:03 | Notification by the university. | " |
| 4:05:B:C:E | Observation of picket lines. | " |
| 5:01 | Authorization for check-off. | " |
| 5:02 | Deduction of dues. | " |
| 5:03 | Transmittal to union. | " |
| 5:04 | Year-end statement of member's dues deductions. | " |
| 6:01 | Union business. | " |
| 6:02 | Union communications. | " |
| 6:03:A:B:C:E | Union activity. | " |
| 6:03:D | " " | 11/2/76 |
| 6:03:H | " " | " |
| 7:01 | No discrimination. | 11/4/76 |
| 7:03 | Access to university personnel files. | " |
| 7:05 | Personal information reporting act. | " |
| 17:01 | (Bonding) arrangements. | 11/25/76 |
| 17:02 | Bonding pre-condition on new employees. | " |
| 17:03 | Determination prior to transfer or promotion. | " |
| 17:04 | Bonding subsequent to employment. | " |
| 21:01 | Training. | 12/2/76 |
| 21:02 | Development. | " |
| 22:01 | Conditions and arrangement (Tuition) | " |
| 26 | Employees who instruct. | " |
| 27 | After hours escort and transportation. | " |
| 28 | Car pools and parking. | 1/12/77 |
| 29 | Meal periods. | 12/15/76 |
| 30 | Relief periods (coffee breaks) | " |
| 32 | Official university closure. | " |
| 34:01:02:05: | Sick leave. | 1/6/77 |
| 06:07:08:09: | | |
| 10 | | |
| 35 | Maternity leave. | 12/15/76 |
| 36 | Day care. | 1/12/77 |
| 37 | Compassionate leave. | 12/15/76 |
| 38 | Elections. | " |
| 39 | Court duty. | " |
| 40 | Change of domicile. | 1/12/77 |
| 41 | Senate or Board of Govenors appointments. | 12/15/76 |
| 42 | Personal leave without pay. | " |
| 43 | Extended leave without pay. | 1/12/77 |
| 44 | Purchase and maintenance of furniture ... | 12/15/76 |
| 45 | Saftey and working conditions. | " |
| 46 | Protective equipment and clothing | " |
| 48 | Article headings. | 1/12/77 |

Report to AUCE membership, Articles 31 to 43
by Ida Curtis

1/9/77

The Following articles of the contract have been initialed:

Article 32 Official University Closure (as was)

Article 35 Maternity Leave (as was)

Article 37 Compassionate Leave (as was)

Article 38 Elections was changed slightly to read:

Employees registered to vote in a Federal, Provincial, Municipal or Regional election, referendum, or plebiscite shall be provided sufficient time off, without loss of pay, to provide four (4) clear hours for the purpose of attending a polling centre before or following the employee's work period.

(The change was requested by the University and does not change the intent of the clause)

Article 39 Court Duty (as was)

Article 41 Senate or Board of Governors Appointments (as was)

Article 42 Personal Leave Without Pay (as was)

The following articles are being negotiated:

Article 31 Paid Holidays

The Union proposed that the working days which fall between Boxing Day and New Year's Day be paid holidays. This is a slow time at the University and we didn't feel that student services would be hurt. There is precedent for this type of holiday in other Universities and even some industries.

The University said that it is one of the busiest times of the year for the Registrar's Office and that they would not consider it under any circumstances. They said we already have generous time off for holidays.

Article 33 Annual Vacations

The Union proposal on Vacations has 4 changes from the present contract.

1) That 4 weeks vacation start in the 5th calendar year instead of the 6th and that the 5 weeks start in the 8th instead of the 9th. (UBC had this in their last contract).

The University said they would discuss this with the total money package.

Report to AUCE membership, Articles 31 to 43

2) That employees receive additional days for vacation after their eighth year at SFU as a reward for service to the University.

The University totally rejected this item.

3) That vacations not be prorated because of an employee's failure to cross a bona fide picket line.

The University said any discussion of this was pointless because the Union must accept the consequences of withdrawing its services.

4) That if part or all of a scheduled vacation occurs during a bona fide strike by any union on campus, the employee will be paid for that scheduled vacation period. The Union feels that it is unfair to employees who have scheduled vacations well in advance and made reservations or bought tickets for transportation to have their vacations cancelled. This practice is also hard for departments who have to reschedule vacations when employees return to work.

The University replied that again this is a consequence of the withdrawal of services.

Article 34 Sick Leave

Most of the Sick Leave article has been initialed (34.01, 34.02, 34.05, 34.06, 34.07, 34.08, 34.9, 34.10)

34.01 was changed as the Union requested and "or jury" was added to the end of the sentence.

34.02 was changed to clarify the first sentence as the Union requested. It now reads "Entitlement to sick leave for each illness or injury shall be based on seniority as follows . . ."

The problem with 34.03 and 34.04 is that the Union wants to clarify what the University means by medical certificates "satisfactory to the University" and the University wants it left as is.

In 34.11 the Union is asking for payment for an average of 1/2 day per month for medical or dental appointments. At first the University said they would look at this, but when they had had a look they said no.

Article 36, Day Care

The Union proposed that an employee be permitted time off from work for a duty shift in the Day Care Centre, if the time was later made up.

Report to AUCE membership, Articles 31 to 43

The University was not totally opposed to this idea, but wanted to look at how much time was involved and how many people would be effected. They don't want this to be a burden on the University.

Article 40, Change of Domicile

The Union proposed that the words "During the term of this Agreement" be changed to "During a calendar year."

The University said no.

Article 43, Extended Leave Without Pay

This article is still being negotiated. The University has said that they are having trouble with granting leaves because of the fact that temporaries hired as replacements become continuing and can then bump other employees when the person on leave returns. The Union is suggesting that temporaries hired for extended leaves become continuing and when the person on leave returns to his/her former position, the replacement be laid-off (so that they will retain their seniority for a year and can apply for jobs), but that they not be able to bump other employees at the University with less seniority. The University is looking at this.

New Leave Articles

Citizenship Leave.

The new Citizenship Leave article asks for one day leave with pay for an employee who is attending her/his formal hearing to become a Canadian Citizen. (Capilano College has this leave)

The University said they are not against this leave, but that the AIB will consider this as part of the percentage increase the Union is allowed. This leave will be considered with the money package.

Paternity Leave.

The Union proposed that all male employees be eligible for two weeks paternity leave with pay.

The University position is that it will not pay for paternity leave and that it is completely unreasonable to ask them to pay for such leave. They said they would consider time off for this purpose without pay.

Report to AUCE membership, Articles 31 to 43

Adoption Leave.

The Union proposed that all employees be eligible for two weeks leave from work with pay for the adoption of a child.

The University's position on this leave was the same as their position on Paternity Leave.

Report to AUCE membership, Articles 15 to 20

1/12/77

by Barbara Letcher

Articles 15 to 20 were presented to the University Nov. 23/76 and Nov. 25/76. The main changes requested by the Union were in Article 15 - Job Descriptions, Article 16 - Job Revaluation and Reclassification and Article 18 - Contracting Out.

The changes requested in Article 15 were that all continuing positions within the bargaining unit have job descriptions and that these job descriptions as well as amended job descriptions be forwarded to the Union within two weeks of being approved by Personnel. The reason for requesting this is that the Union at present does not have all job descriptions and amended job descriptions are not always forwarded to the Union upon approval.

It was also requested that job descriptions not contain phrases such as "all other duties as required" and "assists with more advanced clerical duties as required". However, the phrase "performs duties related to the qualifications and requirements of the job" is permissible. This clause is presently written in the UBC, AUCE Contract and they have found it to be a good workable clause, and have had some job descriptions written on the basis of it. This clause does not imply that an employee cannot take on other duties as she/he wishes, but rather that she/he not be obliged to do duties that are not related to the qualifications and requirements of the job.

Also in Article 15 a procedure was proposed for the changing of job descriptions. It is requested that all proposed changes in job descriptions be signed by the employee to signify that she/he has had the opportunity to read the proposed changes. Once the proposed change has been approved by Personnel, it is then forwarded to the Union for approval. The reason for requesting that the Union approve the proposed change is to check that the job descriptions do not violate the terms of agreement or to check that job duties are consistent with the generic (ie broad list of duties typical to a classification) of that classification.

In Article 16 only minor changes were requested by the Union. Also requested in 16.06 was that a wage increase as a result of reclassification

Report to AUCE membership, Articles 15 to 20

be retroactive to the date of change of job duties or when no date can be established retroactive to the date of request for revaluation.

The University had several proposals in Article 16. Following is the University proposal - Article 16.09 Revaluation Appeal.

Article 16 Revaluation

16.09 Revaluation Appeal: (replaces "Access to Grievance Procedure")

a) A "Joint Revaluation Appeal Committee" will be established to make a final and binding decision where an employee can reasonably demonstrate or point to discrepancies or inaccuracies with respect to the classification level recommended. The Committee will be responsible for both the determination of there being sufficient grounds for an appeal as well as adjudicating the issue. Disposition of such appeals will not result in a reclassification which is inconsistent with established classifications.

b) The "Joint Revaluation Appeal Committee" will be a standing committee composed of two representatives each from the Union and the University. The Committee members shall have equal votes. Where an issue has not been resolved after two (2) meetings, a fifth mutually acceptable individual will be brought in to cast a deciding vote.

c) Revaluation Appeal Procedure:

i) The employee will submit to the Committee (via the Director of Personnel Services) a statement pointing to the appropriate references in the job description and "evaluation rationale" where the discrepancy or inaccuracy is alleged to exist.

ii) The Committee will attempt to meet within fifteen (15) working days of the receipt of the appeal.

iii) Where the Committee has considered an appeal based on "new information", then the matter will be forwarded to the Director of Personnel for revaluation.

iv) The Committee will inform the employee and the Director of Personnel of its decisions.

This proposal (ie 16.09 Revaluation Appeal) has some advantages and some disadvantages. The advantage to this proposal is that it gives some union members an opportunity to learn something about the revaluation process which would be of value to the membership. Initially the Union members would lack the expertise that the University would have as some Personnel staff have years of experience in this area. Although Tom King said that the Personnel staff would not necessarily be the representatives of the University on the Joint Committee, the Personnel Department would act as resource people. Also written in the clause is that

Report to AUCE membership, Articles 15 to 20

the decision of the joint committee be final and binding ie if an employee did not agree with the decision she/he could not take it to grievance. Tom King made it clear to the negotiating committee that this clause would have to be accepted as is, in its entirety or they would withdraw the proposal. The University will not accept a Joint Committee unless its decision is final and binding. The University feels that it would still have the same number of greivances on their hands if the decision of the Joint Committee is not final and binding. The Union's argument was that a joint committee would decrease the number of grievances even if it did nto alleviate then altogether. Also the Union contended that mistakes are possible within the joint committee, especially in the initial stages when the union members are still new to the process. For these reasons the union felt that employees should continue to have access to grievance. However, with some Union members eventually more knowledgeable with the revaluation process they would be able to give more expert council to employees requesting revaluation.

The University also presented proposed changes in 16.07 and 16.08 however, there was some clarification needed in some areas and Tom King is returning with rewording of the proposals.

Article 18 was revised and following is a copy of the Union's proposal.

Article 18 - CONTRACTING OUT

The Univeristy agrees not to contract out, transfer, reclassify, lease, assign, or convey in whole or in part to any other person, company, or non-unit employee any work presently performed or hereafter assigned to the employees of this collective bargaining unit. In instances where the University feels that any operation presently performed within the bargaining unit would be more efficiently performed in some other manner, the University may in consultation and by agreement with the Union, contract that particular operation.

It is agreed that no continuing employee will lose his/her employment because of any contracting engaged by the University.

Report to AUCE membership, Articles 11 to 14

by Doug Ferguson

11.01 Definition - No change was asked for here.

11.02 Suspension The Union proposed a warning period for the purpose of 1) making sure that the employee was aware that he/she was doing something wrong, and 2) making sure that once the employee was made aware of the problem that a reasonable amount of time was given to work toward a solution to the problem.

Report to AUCE membership, Articles 11 to 14

The University felt that no warning period was necessary since a suspension would normally be imposed only for misconduct, in which case it should be issued on the spot.

The Union pointed out that since the word "Discipline" occurs in the Article's title, but does not occur anywhere in the Article's content, it could only be assumed that suspension is the University's way of handling discipline. Therefore wherever suspension was used in a disciplinary sense for unsatisfactory work, or for some reason other than for misconduct, it was only fair to give the employee a warning as outlined above.

The University did not want to change its position on the warning period.

Regarding suspension, the Union feels that the wording of the existing 11.02 would be improved (in the sense of being more meaningful) while at the same time being fair, if changed to include "No employee maybe suspended without just cause." The present working does not seem to imply that the reasons for issuing a suspension have to be valid, but rather, just that they have to be given. Granted, this would appear to be a small point, but, consider, that if a suspension were ever grieved by an employee who felt that the reasons for the suspension were not valid, that employee would have no grounds to stand on, since, according to the contract, the University would have already fulfilled its legal obligations by simply listing some reasons. (That is what the present wording says)

It is not my intention, at this point, to accuse the University of plotting to suspend any employee without just cause, but with the error in the present wording having now been pointed out, shouldn't they be willing to correct it unless they actually want it to mean what the words say?

Although the University has submitted to the Union a rewrite of the entire Article, this particular problem remains in the wording.

11.03 Termination The Union proposed a warning period here also. The University agreed that this was reasonable under certain conditions, excluding gross misconduct.

Regarding Termination, the Union had (for the same reasons as described for Suspension) proposed that "No employee may be terminated without just cause." In the University's submission, the suggested sentence was not included, but specific reasons for termination were listed; the Union has not yet responded to this list.

The Union proposed that if an employee grieves a termination, neither the termination, nor the notice period should come into effect until after the grievance is settled in favour of the University except in the case of gross misconduct. The main argument for this proposal is the concept that a person is "innocent until proven guilty", indicated by the law of the land. The University

Report to AUCE membership, Articles 11 to 14

responded negatively to this.

11.04 Notice or Pay in Lieu Here basically, the Union felt that it would be reasonable for temporary and probationary employees to be given two weeks (instead of one weeks notice) prior to termination. This increase in notice period did not "show up" in the University's response submission to the Union. Also suggested to the University was that an allowance be made for the calculation of "payment in lieu" in the case where an employee had worked irregular hours and hence had irregular earnings. This did "show up" in the University's response.

11.05 Notice of Resignation (formerly 11.04) Here the Union added "In the event that the employee is rehired within thirty (30) days, the conditions of Article 12.06 shall apply."

11.06 Payment of Wages and Benefits on Termination No change here.

11.07 Proof of Just Cause This clause is nearly identical to one in UBC's; our's would read:

"In all cases of suspension or termination, the burden of proof of just cause shall rest with the University. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily."

The Union feels it necessary to include this clause because: 1) presently there is no requirement on the University to have valid reasons for a termination or suspension (as previously discussed). 2) without this clause being in the contract, if an employee who felt that he/she had been unjustifiably suspended or terminated were to grieve the action taken by the University, suddenly the tables would be turned and this would make the University the "defendant" in the situation. It would then be up to the employee to prove that the University was wrong in issuing a suspension or termination!

The Union's position is that if the University is going to take an action that is detrimental to an employee, it is reasonable and fair to expect the University to be willing to prove that sufficiently justifiable reasons exist for the action to be taken.

The University's response was that the Union already has all the protection it needs in these areas. Regarding the second half of the clause, the University's position was that presently a probationary employee does not have access to the grievance procedure in the event of a suspension or termination, and that since the second half of the proposed clause would give a probationary employee that right, the University would not accept it. The Union's position here is that this IS NOT an attempt to prevent the University from suspending or terminating any employee where there is a valid reason for that action, but that it is an attempt to prevent the suspension or termination of any employee where there is not a valid reason for that action.

**Following the preliminary negotiations of this article, and the write up it was realized that the Labour Code already requires "just and reasonable cause" for termination or discipline of any employee.

11

Report to AUCE membership, Articles 11 to 14

11.08 Reinstatement Regarding the wage settlement of a reinstatement situation, the Union proposed that an employee be compensated by the University at a rate two (2) times the amount of all wages lost retroactive to the date of termination or suspension. The University responded negatively.

The Union proposed a change which would affect an employee being reinstated following the discontinuation of that employee's former position. It is felt by the Union that in such a case, if the employee's former position is reopened within one year of the date of reinstatement to an alternate position, it would be fair for that employee to have the choice of staying in her/his position, or transferring to the newly reopened (her/his former) position, by passing the job application procedure. The University said that they would look at this.

ARTICLE 12.01 Definition No real change asked for here.

12.02 Computation of Seniority No real change asked for here.

12.03 Accrual and Maintenance of Seniority The Union proposed that this section be divided into parts "A" and "B". "A" to deal with Continuing (full and part-time) employees; "B" to deal with Temporary (full and part-time) employees. Subsequently all appropriate conditions of seniority maintenance and/or accrual would be set out respectively. The Union sees this change as necessary since the present wording of 12.03 is somewhat confusing and misleading. After reading "A" through "C" of the existing wording, one would tend to assume that the remaining subsections applied to the classifications set out in "A" through "C", but that is not what the wording says. There is no reference in "C" (as there is in "A" and "B") to indicate that seniority for temporary employees shall be as set out "here in" or as set out "below". According to the wording, "C" in itself handles all that is to be said re temporary employees in 12.03. The Union feels that some of the content of the remaining subsections "D" through "G" is applicable to temporary employees, (eg. sick leave and approved leaves of absence). The University's response proposal of Article 12 shows that we are basically in agreement on this, however the agreement extends only to full time temporaries, not to part time temporaries. This is reflected in the issue of the criteria for placing a temporary employee on the seniority list. The present contract (in 12.03C) gives a temporary employee a place on the seniority list only after fifteen CONTINUOUS working days. This is fine for those temporary employees who are given a schedule requiring them to work the fifteen continuous working days, but what about those (part-time) temporary employees who are not given a schedule requiring them to work the fifteen continuous working days? The union position on this ties in with yet another problem in the present wording of 12.03, that being that it is not clear whether those "fifteen (15) continuous working days" have to be fifteen days of FULL SHIFTS or whether the time requirement is passed after a temporary employee has BEEN AT WORK on fifteen continuous working days

Report to AUCE membership, Articles 11 to 14

(regardless of the number of hours worked on each day). When this Article was being examined in preparation for these negotiations the Union's feelings on the question of the time requirement were summed up as follows: It would be reasonable for the University to have fifteen full shifts (as opposed to fifteen partial shifts) in which to scrutinize the work habits of a temporary employee before putting that employee on the seniority list. However, it was felt that in an attempt to be fair to all concerned here (including the University) the reasonable thing to do would be 1) to convert the fifteen days to 105 hours, (15 X 7 hours) and 2) to drop the word "continuous".

In this way, both 1) the full or partial shift question and 2) the discrimination against part-time temporary employees would be solved. These ideas were subsequently submitted to the University in the Union's rewrite of Article 12, with the proposal of the 105 hours naturally receiving a favourable response, but the dropping of the word "continuous" receiving an unfavourable response. The University objected to this deletion indicating that keeping track of all of the small pockets of time worked by part time employees could be an administrative headache. The Union's response was that it was not the object of the Union to see any unnecessary burdens imposed upon the University, but that if an employee is worth employing after 105 hours total, (within certain time limitations), then that employee is worth giving seniority to.

The issue of "Grandfathers" who work during a strike, accruing seniority (while the rest of the bargaining unit does not), was discussed. Since "Grandfathers" who choose to work during a strike get the same improvements in pay and benefits (without going on strike) as the rest of the bargaining unit gets (by going on strike) it hardly seems fair that while those "Grandfathers" not only have no share in the suffering of hardships faced by strikers, they also continue to accrue seniority and classification service and in some cases bypass in seniority some of those in bargaining unit members who are off work attempting to get the very increases that the "Grandfathers" will be sharing in! With this in mind, the Union included in its submission on this Article, the proposal that while any employee in the bargaining unit was accruing seniority during a labour dispute, all members should be receiving the same. The University's counter proposal was that the solution to the problem is to let NO employee accrue seniority during a labour dispute.

The Union wants to see the six month maintenance period of Temporary seniority be extended to 12 months (as it is for continuing employees). It is felt that temporary employees, as they now stand, are regarded as a cheaper and more easily manipulated work force, hence more desirable than continuing employees. Temporaries were at one time given step increases; they are now back at base rates, they get no medical benefits. They are more cheaply disposed of, requiring only one week's notice instead of the four weeks that a continuing employee gets, and their seniority has, up to this point, been required to be maintained for only half as long as that of continuing employees.

Report to AUCE membership, Articles 11 to 14

The University gave a negative response to this time change, both in talks at the table and in their submitted proposal of Article 12.

12.04 Loss of Seniority The only real changes here are that in the Union's submission "C" (no response to recall) has been dropped, and in the University's proposal, there is reference to the six month seniority maintenance period.

12.05 Seniority Lists The Union is asking for the inclusion of up-to-date "service classifications" information along with the existing seniority lists here. The University did not feel that this was objectionable.

12.06 Seniority Restored This is a new clause, and reads as follows:

"If a continuing employee resigns her/his position and within thirty (30) days is rehired, she/he shall be granted a leave of absence covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits."

This was proposed by the Union and is basically seen as being of mutual benefit to both parties.

ARTICLE 13.01 Employment Priority The change asked for here was in accordance with a motion passed at a general membership meeting. That motion changed the employment priority from A) those members working over those members not working, to B) equal opportunity for all members to apply and be given equal consideration in filling a vacancy.

The University viewed this as reasonable providing that it does not apply to temporary employees, who, they say, should be terminated, not laid-off. The Union sees the reference to temporaries as a separate issue and not really relevant since the proposal is to apply to those who are on the laid-off list. The question being covered here is not who is to be on the list but rather, what consideration is to be given to those who are on it.

13.02 Job Posting The Union proposal was again in accordance with a motion passed at a general membership meeting. The latter half of this section's first paragraph, and the entire second paragraph from the existing contract were dropped. In their place was proposed the sentence "A copy will be sent to all employees on the laid-off list." The Union explained that its primary concern here was that no laid-off employee should be cut-off from the job vacancy mailing list for refusing to accept a position that the employee did not want. The explanation also suggested that less of the University's time and money would be spent this way than the existing way, which calls for the sorting out of vacancy notices prior to mailing. The University felt that the proposed way would be too wasteful.

The Union asked for written notification of the discontinuation

Report to AUCE membership, Articles 11 to 14

of any position, within "two weeks" of the position becoming vacant. It was explained that the "two weeks" was a time period stuck in arbitrarily and that whatever time may be agreed upon would be flexible, as was indicated by the remainder of the particular paragraph in the proposal. The reason for asking for this notification is because the Union likes to be aware of what is happening to the positions that our members have depended on for employment.

The University's response was that our request was fair and reasonable but the wording of the proposal is not reasonable.

The Union is open to changes in the wording.

13.03 Promotion No change asked for.

13.04 Temporary Promotion In the Union's submission temporary promotion is defined, indicating that an employee is to be returned to his/her former position and pay rate, with allowance made for step increases earned during the temporary promotion.

The present contract's coverage of a temporary promotion describes how to calculate the pay given to an employee when that employee is to replace another in a higher classification. However, the present contract fails to allow for the setting of a pay rate in the event that an employee temporarily assumes only part of the duties of another employee in a higher classification. The Union's position here is that if one employee is temporarily replacing another in a higher classification, the employee doing the replacing should be given the full amount allowed under "Temporary Promotion", yet, if one employee is temporarily assuming only part of the duties of another in a higher classification, it would be reasonable for the University to pay only an increase proportionate to the amount of extra duties temporarily taken on. Example: If only half of the employee's duties were taken on, only half of the allowed extra pay would be given. Abuse of the salary calculation would be held in check because A) the salary (and duration of the temporary promotion) would have to be agreed upon in writing by the employee and the employee's supervisor before the work could begin, and B) the acceptance of the temporary "promotion" (or assumption of duties) would be optional to the employee.

This was a sincere attempt to be fair to both the Union's members and the University, but the University objected to this because of that aspect of it which called for the "negotiation" of the salary between the employee and the employee's supervisor.

Presently an employee must be in a temporary promotion for longer than five consecutive working days before an increase in pay is applicable. The Union proposed that this period be shortened to four consecutive working days.

13.05 Salary Adjustments Here the Union asked for the minimum salary increase to be raised from \$10 biweekly to \$25 biweekly (at least one

Report to AUCE membership, Articles 11 to 14

supervisor has asked for this to be done).

The University did not want to discuss money items.

13.06 Transfer Into this section the Union added a definition of involuntary transfer, and the conditions under which it should operate. Those conditions were set out as follows:

- (i) no employee shall be involuntarily transferred except when her/his position is discontinued, or during a lay-off when being displaced by an employee who has more seniority.
- (ii) if one of a number of similar positions in a department is to be eliminated, the employee involuntarily transferred shall be the one with the least seniority among those in the affected positions.
- (iii) in the event of involuntary transfer, the employee shall receive one(1) months notice in writing with a copy to the Union.

The University felt the months notice here would just be more delay. The Union's reason for the month are in Article 14.

- (iv) if within one (1) year of the discontinuation of a position, that position is reinstated or a similar position (ie having no major differences) in the same department becomes vacant the employee who has involuntarily transferred out of the discontinued position, or transferring to the newly opened (her/his former) position by passing the job application procedure without loss of seniority or step increases which the employee would still have held or which would have been increased had she/he not been involuntarily transferred. In this case neither Articles 13.02 nor 13.09 shall apply.

(13.02 being the Job Posting Procedure, and 13.09 being the Trial Period)

The University is prepared to consider this within the framework of what they feel to be a reasonable time period, but do not think that a year is reasonable.

13.07 Transfer to Outside the Bargaining Unit No change.

13.08 Demotion This is a new section, added in not because of past problems, but rather because it was not previously covered by the contract. "A" is admittedly somewhat ridiculous in appearance since it reads:

"there shall be no demotion without the consent of the employee except where allowed by the conditions of 13.09, "Trial Period".

However, when it comes right down to it, without something like this in the contract to cover the situation, the University would not be in violation of the contract if it were to demote an

Report to AUCE membership, Articles 11 to 14

employee! "B" simply reads:

"If an employee chooses to apply for, and receives, a position in a lower classification, the salary shall be that of the lower classification while the employee's seniority step shall apply as in her/his former classification."

The University suggested that the Union submit a definition of demotion. The Union agreed that it would be of value.

13.09 Trial Period In the Union's proposal, "bumping" (involuntary transfer) is used to allow an employee to return to his/her former position if during the trial period in a newly acquired position, things do not work out. The intent is not to encourage the transferring from position to position "at whim" by employees, but rather, to prevent the termination of an employee who is not having reasonable success in a new position.

In this section, the Union also added the clause: "The trial period shall be waived where an employee has already passed the trial period."

The University feels that there is a responsibility and a risk for an employee who takes on a promotion. If the employee can not do the job, then the University has no responsibility for that employee.

Re the waiving of the "Trial Period" the University did not feel the Union's wording was clear enough but stated that if an employee returns to a job that he/she has previously held, then there would be no trial period. The University also agreed to bring their own wording to that effect.

13.10 Probationary Period Here the Union expressed concern over the observation that the present wording of this clause clearly does nothing to prevent an unjustifiable termination of a probationary employee nor would it offer any recourse in the event that a probationary employee ever were unjustifiably terminated. The Union offered new wording and suggested that examination of its proposed wording should show clearly that the Union's intention here is "not to keep employed those who deserve to be terminated, but rather, to keep from being terminated those who deserve to be employed."

The University was not prepared to consider any changes here which would give a probationary employee access to the grievance procedure

The Union submission included the clause: "Upon the accumulation of three (3) months seniority, (within the terms of 12.03) temporary employees shall complete their probationary period."

The University's first response was "Let's not bother even discussing it, we are not prepared to consider the accumulation of seniority for temporary employees." To this the Union pointed out existing contract clauses which give the Union doubts as to the continuity of the University's intent on the subject.

Report to AUCE membership, Articles 11 to 14

12.03C makes references to a temporary employees' seniority list; 12.02 starts off "the seniority of part-time and temporary employees shall be determined on the basis of...." and later on mentions "...the appropriate seniority list..." 2.01C is certainly poorly worded, yet a reference to a temporary employees' probationary period is given there. 14.09 reads "In the event of lay-off, temporary employees shall be laid-off prior to continuing employees being laid-off." (as apposed to termination)

The University's replies indicated that 2.01C was not well written but that the meaning was clear, that being that after 4 months of continuous service, the employee is considered a continuing employee, and then the probationary period is considered complete. 12.02 is mush and leads people to expectations that are not there. The only reason for having seniority lists for temporaries is for those temporaries who have 4 months of unbroken service who then become continuing employees. Re 14.09, it had never been the University's intent to put temporary employees on the laid-off list, but rather to terminate them.

ARTICLE 14.01 Definitions The Union proposed definitions of both "lay-off" and "recall". An additional definition is included for convenience purposes. In Article 14 only, "rehiring" pertains only to those people who are rehired from the laid-off list, (not to former employees whose seniority has expired).

14.02 Notice to Union and 14.03 Lay-off Procedure The Union summed up its intent of 14.02 and 14.03 in these four points:

- 1) a layoff situation arises, the University notifies the Union that the condition exists;
- 2) interviews are held with the affected employees to find out which possible positions they would prefer to be involuntarily transferred to;
- 3) when the University has figured out which employees are to be transferred and which are to be laid-off, the respective notices are given;
- 4) at the appointed time when all the notices expire (all on the same day), those who have been transferred commence their new jobs, and those who have been laid-off, go onto the laid-off list.

The Union explained that it was not as concerned with the wording used to reach the end desired, as with the end itself; that "end" being the aquiring of a smooth working procedure which would not put a "lay-off notice (and its accompanying despair) into the hands of someone who was not to be laid-off."

The Univ~~ers~~ity agreed with the overall intent, but pointed out a genuine potential problem which was a result of wording in the Union's proposal, rather than a result of the Union intent. Substitute wording was proposed to the University to overcome the specific problem, and this was tentatively agreed upon.

Report to AUCE membership, Articles 11 to 14

14.04 Layoff and Seniority This is basically a combination of the existing 14.07 and 14.09. Here the University reiterated its stand that temporaries are not laid-off, they are terminated.

14.05 Notice of Layoff Here the Union proposed two week layoff notice for both temporary and probationary employees. The University's position is that if a probationary employee is terminated because of inability to do the job, that is one thing, but they should not be treated separately from a continuing employee in a lay-off situation.

14.06 Lay-off Lists The Union proposal reads "In the case of lay-off a continuing employees' laid-off list and a temporary employees' laid-off list shall be established." The University's response to this was "You already know our feelings on that one."

14.07 Maintenance on the Laid-Off List This is the old 14.03 reworded for date clarification of the first and last days of the 1 year maintenance period. The University questioned the 1 year time limit, but in view of the present contract wording, raised no objection to this.

14.08 Notice of Recall No real change proposed here - was 14.04. The University asked what happens if a person does not reply to the recall notice. The Union acknowledged that this point had been overlooked and that the matter would have to be considered.

14.09 Salary of Recalled Employees (was 14.05) Due to the Union's definition of "Recall" changes were proposed to this section in an attempt to be fair to the University, regarding the salary of those affected by the definition. However, a flaw was shown to exist in the proposal's coverage, so new wording will have to be considered.

14.10 Notice of Current Address (was 14.06) Here, "recall list" was changed to "laid-off list" with no objections.

Report to AUCE MEMBERSHIP,

January 12, 1977

by Perce Groves

HOURS OF WORK, OVERTIME, SHIFT DIFFERENTIAL

The University is refusing our demands that the Modified Work Week be written into the contract as a right. They insist that it is a privilege and that it is management's right to grant or refuse it at will. Their main reason for wanting to maintain this right, they say, is the present 25.03 "The change of shift must be with the consent of the employee." They state that this makes it impossible for them to take a chance on, trying out the Modified Work Week in situations where they are not certain it will work. We won an arbitration regarding change

Report to AUCE membership,

Hours of Work, Overtime Shift and Differential

of shift times in the library based on 25.03.

Contract Committee originally asked for the right of an employee to reschedule a day off, without right to overtime for hours worked on the regular day off. The University was willing to grant this if it could have the same right, but we thought it better to rely on members being able to work this out with individual supervisors than to give them this right.

The Union's position has been has been that if overtime is worked in a shift that normally carries a differential, the differential should be added to the regular hourly rate, which would then be doubled to compensate for overtime. The present contract allows this except for overtime in addition to a day shift. At first the University was willing to begin the differential at some point within, the shift, but this offer was dropped after they learned that the Union lost an appeal to the Labour Board based on 24.02 of our present contract.

We attempted to make the working of the present contract more clear and direct in its definition of payment for overtime not continuous with the workday, presently paid as call out (24.03, 24.04). The University's team were not clear as to the meaning of these clauses for two meetings, and even after they understood these clauses they refused to accept the proposed changes. It may be as well to stay with the present wording, rather than spend more time arguing for changes, since the proposals would not change the clauses work, but would just help people to understand them better.

The University refuses to pay shift differential on all hours worked in the afternoon and evening shifts, on the grounds, that no one has to work Modified Work Week if they do not want to.

The only change that the University has asked for in these sections is to 25.03 in which they want the sentence "The change of shift must be with consent of the employee" changed to "The change of shift must be with the consent of the employee unless one week's notice is given."

Both sides agree that the time boundaries cited in Article 25 should be expressed on a 24-hour clock.
