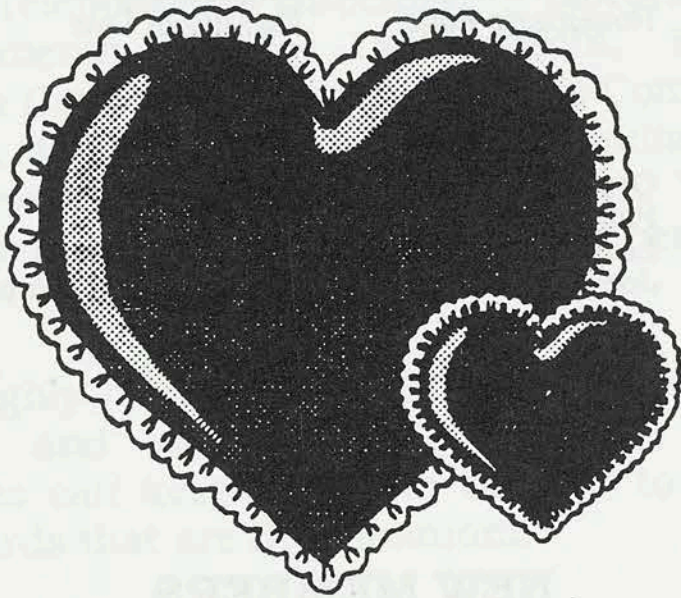




# On Cue

## FEBRUARY 1991



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**EQUAL PAY FOR WORK OF EQUAL VALUE**  
Pay Equity

CALM Sourcebook

Angela Drakes  
~~Financial Services~~ *Dept of medicine*  
~~General Services Admin Bldg~~  
~~2075 Wesbrook Mall~~

## C.U.E. REPRESENTATIVE LIST

## EXECUTIVE COMMITTEE

<b>224-2308</b>	<b>President</b>	<b>Greg Fisher</b>
224-8273	1st Vice-Pres.	Shirley Irvine
228-5478	2nd Vice-Pres.	Ann Hutchison
228-2882/3	Rec. Secretary	Jennifer Marten
228-6250	Health & Safety	Stephen Montgomery
224-8498	Chief Steward	Vic Wilson
228-3097	Secretary-Treas.	Polly Diether
	Job Eval.	
	Education	
228-5951	Communcation Ctte.	Jan Taggart
228-2882/3	Sarg-at-Arms	Lynn Jenkinson
	Sarg-at-Arms	

## TRUSTEES

228-3596	Trustee	Denise Field
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## COMMUNICATIONS COMMITTEE

<b>228-5951</b>	<b>Janet Taggart</b>	<b>Catalogue Records</b>
228-4547	Stacy Belden	UBC Press
228-4995	Richard Melanson	Main Library
222-1047	Mary Mitchell	Triumf

## GRIEVANCE COMMITTEE

<b>224-8273</b>	<b>Shirley Irvine</b>	<b>Commerce</b>
224-2308	Greg Fisher	Union Office
222-5273	Rochelle delaGiroday	Cont. Education
228-5478	Avron Hoffman	Catalogue Records, LPC
224-8498	Vic Wilson	Commerce

INTERNATIONAL WOMENS DAY,  
FRIDAY, MARCH 8TH

The Vancouver Status of Women & other Women's organizations in Vancouver are currently planning activities for International Women's Day. Organizing meetings are every Thursday evening at 7:00 p.m. at the Vancouver Status of Women, #301 - 1720 Grant Street, Vancouver, B.C. For more information please call Julie at 255-5499 or 251-5505

## IF YOU SUPPORT

- Pay Equity for Women
- Raising the Minimum Wage
- Increasing Welfare Rates

Women earn 60 cents on average for every \$1 a man makes. Over 80% of minimum wage earners are women and 65% of single families headed by women are below the poverty line.

Send a message to all the politicians that we want them to deal with the real issues facing women.

## HEALTH &amp; SAFETY COMMITTEE

<b>228-6250</b>	<b>Steve Montgomery</b>	<b>Financial Services</b>
228-3336	Pat Fornelli	Dean's Office, Science
228-2882/3	Stephanie Swan	Woodward Library

## CONTRACT COMMITTEE

<b>228-5478</b>	<b>Ann Hutchison</b>	<b>Catalogue Rec. LPC</b>
228-2882	Alannah Anderson	Woodward Library
224-2308	Greg Fisher	Union Office
224-8444	Rosanne Kinsey	Commerce
228-2026	Wanda McNamara	Financial Services
228-3891	Shehnaz Motani	Animal Science

## JOB EVALUATION COMMITTEE

228-2882	Allanah Anderson	Woodward Library
228-5122	Debbi Onbirbak	English Dept.
228-2944	Rosemarie Page	Faculty of Law

## STAFF

224-2308	Greg Fisher	President
224-2308	Paul Tetrault	Business Agent
224-2308	Leslie Hodson	Admin. Secretary
525-9231	Joe Denofreo	CUPE National Rep.

## NEW MEMBERS

This issue we would like to welcome the following new members to our local:

**Darlene CHU** from Applied Science, **Katherine TOCHOR** from Awards & Financial Aid, **Irene KHOU, Lily LIN, & James ROBINSON** from Commerce, **Pamela WOHLLEBEN** from Communications, **Elizabeth CASE & Diane SOUTHWELL** from the Conference Centre, **Frances MARGUERITE** from Continuing Education, **Kira KOESTER** from Development Office, **Pat EVANS** from Epidemiology, **Pamela MOSTAT & Cheiri UEGAKI** from Financial Services, **Jeoma ANETOR & Lily LIEW** from Forestry, **Teresa KARCHEWSKI** from Geological Sciences, **Deborah GRAY-HARRIS & Colette LAM** from Graduate Studies, **Deborah BURTON** from History, *From the Libraries;* **Sabina BRENNENSTUHL** (MacMillan), **Desiree TRONO** (Sedgewick), **Elaine WILLSON** from Library Processing Centre, **Kelly LAU** from Medical Genetics, **Iris PINDER** from Medicine (St. Paul's), **Sharon PALMER** from Medicine (ACU), **Jackie KOWALCHUK** from Pathology, **Olana HUI** from Purchasing, **Raymond DU, Debbie FRASER, Frances LUNG, Valerie PYKE-PARKS & Vivian WONG** from Registrar's Office (Admissions), **Leslie KITSON** from Respiratory (VGH), **Derck DONG** from Social Work, **Joy PENTLAND** from Sports Medicine, & **Suzanne LEAR** from Triumf

## HEALTH &amp; SAFETY REPORT

Health & Safety standards are defined for worksites in British Columbia. The Industrial Health & Safety Regulations (IH & SR) of B.C. which is administered through the Worker's Compensation Board (WCB) must be recognized as the minimum standard. It is recognized on a frequent basis that worksites at UBC and throughout the Province are encouraged to have higher standards than the IH & SR. This is to benefit the health and safety of all workers.

The following is a list of resources to use for health & safety information:

BC Telephone Directory, Libraries, Fire Departments, Police Departments, Health & Welfare Canada, The WCB (Worker's Compensation Board), CUPE National, CLC (Canadian Labour Congress), BC Federation of Labour, Vancouver District Metro Council, and courses pertaining to safety.

It is highly recommended to take courses that are health and safety related to your worksite. Courses can keep us up to date as to the latest standards that are the minimum.

Some courses to be offered at UBC given by the Occupational Health & Safety office are listed below. If interested in a course, please register as soon as possible. For employees of UBC there is no fee. When taking any of these safety courses time off does not have to be made up.

## TRAINING PROGRAMS

## Safety Program Seminar

This Seminar introduces safety committee planning and monitoring techniques. Topics include: effective committee operations, safety inspections, accident investigation and safety training. This program will benefit managers, supervisors and safety committee members. Coordinator: Dave Bell, Occupational Hygiene Officer. Telephone 228-2643. Course Dates: April 16,17/91, Aug. 29,30/91, Dec. 10,11/91.

## Survival First Aid

The first few minutes after an accident are the most critical. Survival First Aid teaches responders how to manage an accident victim until advanced help can arrive. Participants will learn how to assess injury priorities and how to deal with immediate life threats. These include airway problems, severe bleeding and cardiac arrest.

Coordinator: Barbara Lang, OH&S Assistant. Telephone 228-2029. Course Dates: Ongoing, please enquire.

Contact the OH&S office if you are interested in a one or two hour presentation on a safety topic. We can provide short presentations to interested groups on VDT's, office ergonomics, asbestos hazards, respirator use, W.H.M.I.S., (Workplace Hazardous Materials Information System) radiation hazards, and back injury prevention. Please call 228-2029 for further information.

**STEPHEN MONTGOMERY**  
Chair, Health & Safety Committee

## INJURIES IN RECENT SNOWSTORMS

Any CUPE 2950 member who has injured themselves on UBC property during the recent snowstorms (falls, slips, & slides) may be eligible for Worker's Compensation and should contact the Union office as soon as possible

**PAUL TETRAULT**

## SECRETARY TREASURER'S REPORT

Please examine the 1991 budget and the accompanying pages of explanations. At "press time" the budget had not yet been approved by the Executive but I acted upon its recommendations. We will devote most of the February 21st meeting to budget discussion so bring your questions with you.

The December financial statements are also enclosed and please look them over as well. The audit is going to be done mid-month, and so we should have a yearly statement ready sometime in March.

**POLLY DIETHER**  
Secretary-Treasurer

**TREASURER'S REPORT**

CANADIAN UNIVERSITY EMPLOYEES  
CUPE LOCAL 2950  
Interim Statement of Income  
12 Months Ended 31 December 1990  
(Unaudited - See Notice to Reader)

	Curr. Month This Year	Actual Yr.- to-Date	Budget Yr.- to-Date	Over/(Under Budget
<b>REVENUE</b>				
Dues & Initiation Fees	34,809.39	408,949.15	401,500.00	7,449.15
Interest Income	596.25	13,218.49	4,800.00	8,418.49
Donations and Other	0.00	0.00	50,000.00	(50,000.00)
C.U.P.E. Grant	0.00	0.00	0.00	0.00
Expense Recovery	0.00	40.00	0.00	40.00
	33,405.64	422,207.64	456,300.00	(34,092.36)
<b>EXPENDITURES</b>				
Arbitration Expense	78.50	773.45	55,500.00	(54,726.55)
Contribution to Strike Fund	0.00	0.00	0.00	0.00
Course Fees and Conferences	0.00	5,568.14	7,200.00	(1,631.86)
Depreciation	242.20	2,906.40	3,600.00	(693.60)
Donations	0.00	250.00	600.00	(350.00)
Subscriptions	99.75	1,659.68	2,100.00	(440.32)
Equipment Lease	286.26	3,435.08	4,800.00	(1,364.92)
Executive & Committee Expenses	74.96	746.04	2,400.00	(1,653.96)
Exec & Comm Booking Off	1,142.37	14,355.37	10,200.00	4,155.37
Insurance	64.33	794.33	900.00	(105.67)
Interest & Bank Charges	0.00	35.00	120.00	(85.00)
Accounting Fees	375.00	4,500.00	4,500.00	0.00
Medical Benefits--Members	2,183.53	13,137.39	6,000.00	7,137.39
Newsletter	705.60	7,582.72	7,200.00	382.72
Office Supplies	317.06	3,344.00	9,000.00	(5,656.00)
Per Capita Tax -- C.U.P.E.	17,580.55	202,380.85	202,500.00	(119.15)
Postage/Courier/Fax	60.00	853.00	600.00	253.00
Printing	0.00	237.26	4,800.00	(4,562.74)
Legal/Professional/Consulting	0.00	(200.00)	1,915.00	(2,115.00)
Rent & Taxes	1,037.50	9,879.50	9,025.00	854.50
Repairs & Maintenance-General	96.00	1,798.75	1,500.00	298.75
Repairs & Maintenance - Equip	243.82	1,897.25	2,040.00	(142.75)
Salaries - Union Office Staff	8,312.00	102,262.43	86,840.00	15,422.43
Benefits - Union Office Staff	1,580.87	9,749.17	20,890.00	(11,140.83)
Taxi & Parking Expenses	215.00	1,747.35	1,560.00	187.35
Telephone	1,067.10	4,383.67	4,525.00	(141.33)
Utilities	0.00	590.61	900.00	(309.39)
	35,762.40	394,667.44	451,215.00	(56,547.56)

EXCESS (DEFICIENCY) OF REVENUES OVER  
EXPENDITURES FOR THE PERIOD

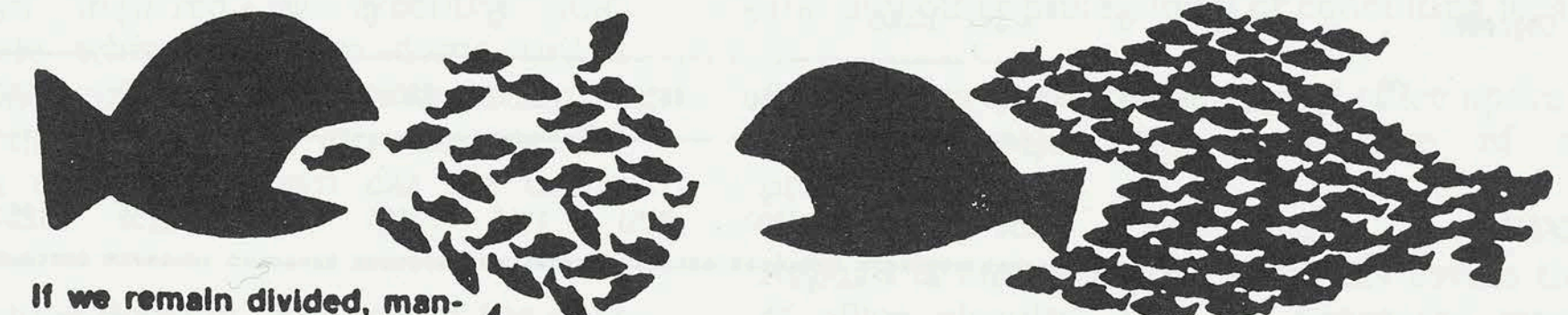
(356.76) 27,540.20 5,085.00 22,455.20

CANADIAN UNIVERSITY EMPLOYEES  
CUPE LOCAL 2950  
Interim Balance Sheet  
31 December 1990  
(UNAUDITED - SEE NOTICE TO READER)

ASSETS

<b>GENERAL FUND</b>		
Current		
Cash		\$ 86,490.72
Petty Cash		200.00
Term Deposits		70,000.00
Accounts Receivable		35,655.88
Prepaid Expenses		7,599.72
		199,946.32
Fixed		
Furniture & Fixtures		6,072.46
Computer Equipment		21,319.01
Leasehold Improvements		7,206.90
Less accumulated depreciation		(19,620.40)
		14,977.97
		214,924.29
<b>STRIKE FUND</b>		
Cash & Term Deposits		44,675.72
Investments at Market Value at 31/12/89		149,860.00
Due from General Fund		0.00
		194,535.72
		\$ 409,460.01

*The way it looks in the local*



If we remain divided, management will pick us off one at a time . . .

But If we stick together, we can really turn things around.

CANADIAN UNIVERSITY EMPLOYEES CUPE LOCAL 2350  
BUDGETED STATEMENT OF REVENUE AND EXPENSES FOR 1991

	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
<b>REVENUE</b>													
Dues & init. fees	34500	34500	34500	44400	44400	44400	44400	44400	44400	44400	44400	44400	503100
Interest	1650	1500	550	900	1650	1650	1650	1450	550	550	550	550	13200
Other	50700	0	0	0	0	0	0	0	0	0	0	0	50700
	86850	36000	35050	45300	46050	46050	46050	45850	44950	44950	44950	44950	567000
<b>EXPENDITURES</b>													
Arbitration	50000	500	500	500	500	500	500	500	500	500	500	500	55300
Contrib. Strike fund	0	0	0	0	0	0	0	0	0	0	0	0	0
Courses & conferences	8500	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	19500
Depreciation	200	200	200	200	200	200	200	200	200	200	200	200	2400
Donations	100	100	100	100	100	100	100	100	100	100	100	100	1200
Subscriptions	175	175	175	175	175	175	175	175	175	175	175	175	2100
Equipment lease	300	300	300	300	300	300	300	300	300	300	300	300	3600
Equipment Purchase	1500	0	0	0	0	0	0	0	0	0	0	0	1500
Exec/Com Expense	150	150	150	150	150	150	150	150	150	150	150	150	1800
Exec booking off	2500	2500	2500	2700	2700	2700	2700	2700	2700	2700	2700	2700	31800
Insurance	75	75	75	75	75	75	75	75	75	75	75	75	900
Int & bank charges	10	10	10	10	10	10	10	10	10	10	10	10	120
Acctg fees	400	400	400	400	400	400	400	400	400	400	400	3625	8025
Medical benefits	2500	2500	2500	1000	1000	1000	1000	1000	1000	1000	1000	1000	16500
Newsletter	850	850	850	850	850	850	850	850	850	850	850	850	10200
Office Supplies	500	500	500	500	500	500	500	500	500	500	500	500	6000
Per capita/Cupe	18000	18000	18000	18000	18000	18000	18000	18000	20000	20000	20000	20000	222000
Per capita/Metro	190	190	190	190	190	190	190	190	190	190	190	190	2230
Per cap/New affiliation	400	400	400	400	400	400	400	400	400	400	400	400	4800
Postage/Courier	50	50	50	50	50	50	50	50	50	50	50	50	600
Printing	300	300	300	300	300	300	300	300	300	300	300	300	3600
Legal & Consulting	100	100	100	100	100	100	100	100	100	100	100	100	1200
Rent	1100	1100	1100	1100	1100	1250	1400	1250	1250	1250	1250	1250	14400
Repairs & Maint-General	125	125	125	125	125	125	125	125	125	125	125	125	1500
Repairs & Maint-Equipme	170	170	170	170	170	170	170	170	170	170	170	170	2040
Salaries	8600	8425	8425	9675	9675	9675	9675	9675	9675	9675	9675	9675	114125
Benefits	1350	1350	1350	1450	1450	1450	1450	1450	1450	1450	1450	1450	17100
Taxis/ Parking	150	150	150	150	150	150	150	150	150	150	150	150	1800
Telephone	350	350	350	350	350	350	350	350	350	350	350	350	4200
Utilities	80	80	80	80	80	80	80	80	80	80	80	80	960
Special Booking off	3750	3750	3750	3750	3750	3750	3750	3750	3750	3750	3750	3750	45000
Computer Upgrade	0	0	0	10000	0	0	0	0	0	0	0	0	10000
	102475	44300	44300	52850	43950	44000	44150	44000	44000	46200	46200	49425	606750
<b>SURPLUS (DEFICIT)</b>	<b>-15625</b>	<b>-8300</b>	<b>-9250</b>	<b>-8550</b>	<b>2200</b>	<b>2050</b>	<b>1900</b>	<b>1850</b>	<b>950</b>	<b>-1250</b>	<b>-1250</b>	<b>-4475</b>	<b>-39750</b>

## 1991 Budget

**Revenue**

**Dues & Initiation Fees:-** current dues are 1.25% of gross wages, increasing to 1.5% April 1st. Initiation fees for new members are \$10.

**Interest:-** interest earned on funds in bank.

**Other:-** surplus funds from previous years.

**Expenditures**

**Arbitration Expense:-** funds not used in 1990 will go to this year's arbitrations and IRC applications.

**Contribution To Strike Fund:-** no set amount, although left over funds from dues increase will be deposited to Strike Fund.

**Courses & Conferences:-** this includes the tuition fees, travel expenses, miscellaneous expenses (such as equipment or room rental) & booking off for people attending courses and conferences.

**Depreciation Expense:-** this is to show depreciation on our office equipment (such as furniture & the computer equipment).

**Donations:-** this covers all donations made by the local

**Subscriptions:-** this covers all costs of subscriptions to various publications & the cost of membership fees to various organizations connected to the labour movement.

**Equipment lease-** covers the cost of leasing the photocopier.

**Equipment purchase-** covers projected cost of office equipment purchases, including purchase of a Fax in January.

**Executive/Committee Expenses:-** covers all 'out-of-pocket' expenses incurred by executive and committee members when they are doing union business. This includes babysitting, meals (up to \$5.00 per person/per meeting), gas expense (25 cents/Km when using your own car on union business).

**Executive/Committee Booking Off:-** covers the cost of booking off executive/committee members when necessary to conduct union business. This also includes booking off of the president - one day a week to work in the office.

**Insurance:-** covers the cost of insurance for the union office.

**Interest & Service Charges:-** covers any interest we may incur on monies borrowed (at present - none), and any service charges imposed by the bank.

**Accounting Fees:-** covers the \$375.00 monthly charge for bookkeeping and the yearly audit.

**Members Medical Benefits:-** We presently pay the cost of medical benefits (health care premiums, dental plan premiums, extended health benefits, etc.) for our members on sick leave.

**Newsletter:-** covers the cost of publishing our newsletter.

**Office Supplies:-** covers the cost of all supplies purchased for use in the union office (paper, pens, letterhead, envelopes, etc.)

**Per Capita Tax - CUPE:-** the per capita tax we pay monthly to CUPE. (0.61% of wages for both full-time and part-time members plus \$0.50/member.)

**Per Capita Tax - Vancouver Metro Council:-** the per capita tax that we pay quarterly to the Vancouver Metro Council. (0.007% of gross monthly wages)

**Per Capita Tax - New Affiliation:-** monies set aside for new labour organization affiliation.

**Postage/Courier:-** covers the cost of postage and courier services.

**Printing:-** covers the cost of printing agendas, executive and general membership minutes, our Union contract and other information sent to members.

**Legal & Consulting Fees:-** includes the cost of software consultants (for our computer system) and any other professional or consulting fees.

**Rent & Taxes:-** covers the cost of office space rental (1037.50/month) plus our share of annual property taxes.

**Repairs & Maintenance - General:-** covers the cost of office cleaning and any necessary repairs or maintenance.

**Repairs & Maintenance - Equipment-** This includes service contracts on all our computer equipment and all repairs to other office equipment.

## 1991 Budget (cont.)

Salaries:- covers the cost of office salaries:

Business Agent :	\$3535./month (Jan/Mar)
	3715./month (Apr/Dec)
Office Secretary:	2300./month (Jan-Mar)
	2415./month (Apr-Dec)
Greg Fisher	2756./month (Jan-Mar)
New Position	2756./month (Apr-June)
	2900./month (Apr-Sep)
	3000./month (Oct-Dec)
Part-Time Clerk:	325./month (Feb-Dec)

Benefits - Office Staff:-cost of benefits paid to the office staff includes our portions of CPP, UIC, health care, dental plan, extended health coverage, pension plan, etc.

Taxis/Parking:-includes the cost of taxis for members at hospitals to attend membership meetings and the cost of 4 parking stalls for the union office.

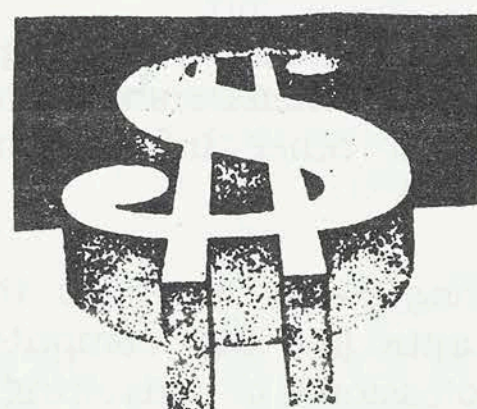
Telephone:- cost of 3-line business telephone services and a Fax line.

Utilities:- monthly hydro costs.

Special Booking off: - monies from dues increase for special projects, research, etc.

Computer Upgrade: - money available for improvements to, and expansion of, our computer system.

File: 91budget



In case you've been wondering what's happening with the Union Committee on Library Planning & Change, we are busily preparing a report, to be issued in installments, dealing with such diverse subjects as: technological change, teamwork, & pre-organizational deskilling; etc. Watch for it soon!

## GRIEVANCE COMMITTEE REPORT

Although we have settled a number of grievances on favourable terms, there still remains a significant number at the various stages of the grievance procedure. We are waiting for the outcome of the reassignment policy mediation arbitration but because the arbitrator has had emergency surgery, we will not have an immediate result. An arbitration on tuition fee benefits that was scheduled for the end of January has been adjourned for a couple of weeks at the University's request (with the University paying the adjournment costs). The arbitration centres upon the recent restriction of tuition fee benefits to our members. The University is not allowing tuition fee benefits for non-credit courses offered outside of the Centre for Continuing Education. Therefore, our members who wish to take courses offered by the Computing Centre or the Community Sports Centre (such as tennis and golf) must pay for them. We view this change in the University's practice as an unjustified narrowing of contract benefits that the Union negotiated for our members in the past. The grievance was filed after the Union received complaints from members about the University's practice.

Other future arbitrations involve reclassifications, bargaining unit work, and the Telereg registration system. Several grievances on the rights of part-time employees have been adjourned pending the outcome of the current set of contract negotiations. Also adjourned are three grievances about positions which should be in the bargaining unit. The positions in question will be dealt with by the Industrial Relations Council (IRC) because they are part of a group of about 200 positions which were named in the Union's application before the IRC. The Union reserves the right to continue with the grievances, if necessary.

We have a number of grievances at the Step III stage. The topics include reclassification, vacation and sick leave entitlement while on WCB pay, flex-time, personal harassment, sexual harassment, and employee files. At the Step I and Step II stages there are grievances involving discipline.

The Grievance Committee meets every two weeks to review, discuss and make decisions concerning all the grievances, pending arbitrations, investigations and the IRC application. Since we rely on information from our members and stewards, we ask that you inform us about what is happening in your workplace.

**SHIRLEY IRVINE**  
Grievance Committee

LISTED BELOW ARE THE UNIVERSITY'S PROPOSALS FOR THE NEW CONTRACT ALONG WITH THEIR RATIONALE, FOLLOWED BY THE CONTRACT COMMITTEE'S COMMENTS....

**ARTICLE 3 - DEFINITION OF EMPLOYEE...3.03** Seasonal Employees

**CURRENT LANGUAGE**

A seasonal employee shall mean an employee who is hired to fill a recurring position which approximately coincides with the University Winter Session or the University Inter/Summer Session. In the case of the Winter Session, a seasonal position shall not begin later than September 30th nor end earlier than April 1st.

**UBC'S PROPOSAL**

The University will be proposing changes to language with respect to the definition of seasonal employees.

**RATIONALE**

To allow for more flexibility in meeting departments' requirements for seasonal employees. To better reflect the realities of administering a pool of seasonal employees at the University.

"want to straddle sessions"

**CONTRACT COMMITTEE COMMENTS**

- the Union is concerned about abuse
- The University may want to create a pool of auxiliary or contract employees

**ARTICLE 3 - DEFINITION OF EMPLOYEE...3.04** (F) Temporary Employee Benefits...(f) Discharge (Article 33.03)

**CURRENT LANGUAGE**

The temporary employee shall receive two (2) weeks notice of discharge.

**UBC'S PROPOSAL**

Delete clause

**RATIONALE**

When discharging employees for cause, any notice or pay is inappropriate. Presently, employees terminated for cause, which includes actions such as theft, insubordination or assault, are paid notice.

"want to get rid of payout for people who have been discharged"

**CONTRACT COMMITTEE COMMENTS**

- see also the University's proposal for 33.03
- They want to get rid of the notice period or pay in lieu of notice for all employees discharged for cause.

**ARTICLE 3 - DEFINITION OF EMPLOYEE...3.07** Retirement

**CURRENT LANGUAGE**

All employees, upon retirement from the University:

- (B) shall be entitled to the same vacation which she/he would have had if she/he continued working to the end of the calendar year;

**UBC'S PROPOSAL**

Delete 3.07 (B)

**RATIONALE**

An employee shall get vacation by accrual otherwise the employee who retires in December has to work longer to get the same vacation as the employee who retires in January.

**CONTRACT COMMITTEE COMMENTS**

- see also the University's proposal for 27.11
- The University wants to cut the retirement year vacation entitlement of full calendar year's worth to only that accrued.

**ARTICLE 5 - UNION SECURITY...5.05** Contracting Out

**CURRENT LANGUAGE**

(E) In all work contracted out, all sub-contractors of the

University shall provide wages and conditions of employment which are at least equal to the terms of this agreement.

**UBC'S PROPOSAL**

(E) In all work contracted out, all sub-contractors of the University shall provide wages and conditions of employment which are **basically equivalent** to the terms of this agreement.

**RATIONALE**

(E) For contracting out we don't want a blueprint of what UBC has - as long as it is close.

"... as long as about the same rather than carbon copy"

**CONTRACT COMMITTEE COMMENTS**

- the University wants to soften the language
- "basically equivalent" is open to a wider interpretation than "at least equal"

**ARTICLE 5 - UNION SECURITY...5.05** Contracting Out

**CURRENT LANGUAGE**

(F) Routine contracting out of secretarial/clerical work in accordance with Article 5.07, and routine contracting out of printing will be reported to the Union by the University on a monthly basis.

The University will inform the Union of all other contracting out of Bargaining Unit work in advance, or within one (1) day of occurrence in emergency situations.

Pertinent details will be supplied upon request. Upon request by either party, the subject of contracting out shall be included on the agenda of the next Labour/Grievance Committee meeting.

**UBC'S PROPOSAL**

(F) Routine contracting out of secretarial/clerical work in accordance with Article 5.07, and routine contracting out of printing **work normally done by members of the Bargaining Unit** will be reported to the Union by the University on a monthly basis.

The University will inform the Union of all other contracting out of Bargaining Unit work in advance, or within one (1) day of occurrence in emergency situations.

Pertinent details will be supplied upon request. Upon request by either party, the subject of contracting out shall be included on the agenda of the next Labour/Grievance Committee meeting.

**RATIONALE**

(F) Administratively cumbersome to report on work that bargaining unit members do not do.

**CONTRACT COMMITTEE COMMENTS**

- the University doesn't want to report printing to us

**ARTICLE 5 - UNION SECURITY...5.07 - Temporary Work**

**UBC'S PROPOSAL**

The University will be proposing changes to language and administrative percentages for work performed by the University's pool of temporary employees and for work contracted out to external temporary agencies.

**RATIONALE**

To allow more flexibility in meeting departments' requirements for temporary clerical and secretarial assistance. To better reflect the realities of administering a pool of temporary employees at the University.

"looking to change percentages"

"difficult to get people we would like to get"

**CONTRACT COMMITTEE COMMENTS**

- we believe the University wants to increase the percentages

**ARTICLE 7 UNION ACTIVITY...7.01 Contacting at work****CURRENT LANGUAGE**

The elected full-time organizers and stewards of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. The Union agrees that there will be no undue disruption of work.

**UBC'S PROPOSAL**

The elected full-time organizers and stewards of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. **The Union will give at least one day's notice except in emergency situations.** The Union agrees that there will be no undue disruption of work.

**RATIONALE**

Departments need more time to plan their work.

**CONTRACT COMMITTEE COMMENTS**

The University wants to make it difficult for us to talk to our members on the job.

**ARTICLE 8 - STEWARDS...8.03 - No Loss of Pay****CURRENT LANGUAGE**

Stewards shall have the right to investigate and process grievances and to perform other duties proper to their pay. It is further agreed that there will be no undue disruption of work, and the steward shall not leave work during regular working hours without obtaining permission from her/his supervisor. Permission shall not be unreasonably withheld.

**UBC'S PROPOSAL**

Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay. It is further agreed that there will be no undue disruption of work, and the steward shall not leave work during regular working hours without obtaining permission from her/his supervisor. **However, the Union will give at least one day's notice except in emergency situations.** Permission shall not be unreasonably withheld but no one steward or union official shall be away from work for such business for more than 10% of her/his time in any one calendar month.

**RATIONALE**

Departments need more notice and less disruption of the workplace.

"hoping to restrict stewards to 10% of time per month"

**CONTRACT COMMITTEE COMMENTS**

The University wants to restrict stewards from doing the jobs.

**ARTICLE 17 - PICKET LINES...17.01****CURRENT LANGUAGE**

The University and the Union agree that in the event of a strike by members of another union employed by the University or outside employers, employees covered by the Certification of C.U.E. shall not be discriminated against nor be subject to dismissal for refusing to cross an established picket line, provided that:

- (A) the strike is the result of a labour dispute;
- (B) the Union Executive shall inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line;
- (C) adequate arrangements for essential services in the hospitals are established.

The University agrees that it shall not request, require, or direct employees covered by the collective agreement to perform work resulting from strikes that would normally have been carried out by those employees on strike.

**UBC'S PROPOSAL**

The University and the Union agree that in the event of a strike by members of another union employed by the University or outside employers, employees covered by the Certification of C.U.E. shall not

be discriminated against nor be subject to dismissal for refusing to cross a **legally** established picket line, provided that:

- (A) **the strike is a legal one;**
- (B) **the area in which the pickets are placed is confined to the main operation of the striking employees;**
- (C) the strike is the result of a labour dispute;
- (D) the Union Executive shall inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line;
- (E) adequate arrangements for essential services in the hospitals are established.

**RATIONALE**

To ensure UBC operations are not disrupted by wild-cat picketing and to parallel Article 8.06 of CUPE, Local 116 Agreement.

**CONTRACT COMMITTEE COMMENTS**

legal picket lines are defined by the Labour Board or the courts, not the University  
our employer also wants to restrict the picket lines

**ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION...22.01 Job Postings****CURRENT LANGUAGE**

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 and to all employees on either recall list.

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".

**UBC'S PROPOSAL**

Paragraph one : no change proposed.

**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 employees on the recall list.**

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: "**The University of British Columbia is committed to the Federal Government's employment equity program and encourages applications from all qualified individuals.**"

**RATIONALE**

The Union has recently asked that all sessional employees get the job postings, but we have found only a handful who want the job postings sent to them.

Paragraph three:

To reflect UBC's commitment to the Federal Gov't employment equity program.

**CONTRACT COMMITTEE COMMENTS**

the University wants to stop sending job postings to temporary employees and sessional employees on the recall list; they would send to sessionals only if requested by them  
The University's desire to show a spirit of good faith over the Federal Government's employment equity program doesn't have anything to do with the Union - it's window dressing.

**ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION...22.03 Hiring Policy****CURRENT LANGUAGE**

(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.

**UBC'S PROPOSAL**

(B) Applicants for posted vacancies shall be appointed on the basis of ability and qualifications.

**RATIONALE**

The University wants to consider the most qualified applicant.

**CONTRACT COMMITTEE COMMENTS**

The university wants to ignore seniority

**ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION...22.05 - Transfer****CURRENT LANGUAGE**

(A) Definitions

- (i) Transfers - a change from an employee's position to another in the same pay grade which results from the employee applying and being selected for a posted vacancy
- (ii) Internal Placement - the movement of an employee from a discontinued position to another position in the same classification. Reassignment of an employee to duties in the same classification within the department shall not be considered internal placement.

**UBC'S PROPOSAL**

(A) Definitions

- (i) Transfers - a change from an employee's position to another in the same pay grade which results from the employee applying and being selected for a posted vacancy.
- (ii) Internal Placement - the movement of an employee from a discontinued position to another position in the same classification **or a lower classification for which the employee has the required qualifications.** Reassignment of an employee to duties in the same classification within the department shall not be considered internal placement.

"to reflect existence of 34.04(b), & 22.05(c), 34.02(c)ii"

**CONTRACT COMMITTEE COMMENTS**

The University seems to be bringing together here articles 34.04(b), 22.05(c) and 34.02(c) ii - time will tell

**22.05 - TRANSFER (C)****CURRENT LANGUAGE**

Transfer, internal placement and reassignment shall not alter an employee's salary.

**UBC'S PROPOSAL**

Transfer, internal placement to a position in the same classification and reassignment shall not alter an employee's salary.

**RATIONALE**

To incorporate full definition of internal placement in accordance with Article 34 (Employment Security)

**CONTRACT COMMITTEE COMMENTS**

the University seems to want to avoid red circling

**ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION...22.08 Orientation Period for Transfer and Promotion****CURRENT LANGUAGE**

When promoted or transferred, 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, she/he 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.

**UBC'S PROPOSAL**

When promoted, transferred or voluntarily demoted, the employee shall be on an orientation 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 classification. 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 classification. 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.**

**RATIONALE**

To place employees in these situations back into their former classification, not the wider salary range. To deal with the few employees who take a voluntary demotion but are not satisfied with their job.

**CONTRACT COMMITTEE COMMENTS**

The University wants to reduce the choice from former salary range to former classification  
The University wants to keep voluntarily demoted employees at the lower classification

**ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION...22.09 Transfer Outside the Bargaining Unit****CURRENT LANGUAGE**

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If the employee is transferred back to a position in the bargaining unit within six (6) months, she/he shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place, i.e., no seniority shall accrue during the period the employee is outside the bargaining unit.

**UBC'S PROPOSAL**

No employee shall be transferred to a position outside the bargaining unit without her/his consent.

**RATIONALE**

Employees should not be penalized, especially for purposes of benefits, from being outside the bargaining unit while an employee of UBC.

**CONTRACT COMMITTEE COMMENTS**

see also the University proposed change to definition of seniority in 32.01  
seniority is a Union provision - if you don't belong to the bargaining unit you don't accrue seniority

**ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION...22.10 - Notice of Transfer (NEW)****UBC'S PROPOSAL**

**If an employee is to transfer to another position at the University or if an employee invokes Article 22.08, she/he shall give fifteen (15) working days written notice to her/his current department, or such other time as mutually agreed between both departments.**

**RATIONALE**

To prevent employees leaving departments with little or no notice.

**CONTRACT COMMITTEE COMMENTS**

The University wants 15 working days written notice of transfer and 15 working days written notice of invocation of 22.08  
this is an internal management problem that is better worked out through its structure

**ARTICLE 27 - VACATION...27.02** Vacation Schedule for First Incomplete Year

**CURRENT LANGUAGE**

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.

**UBC'S PROPOSAL**

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. **Probationary employees are not entitled to take vacation during the probationary period.**

**RATIONALE**

To ensure the departments get to evaluate their employees for the full probationary period.

**CONTRACT COMMITTEE COMMENTS**

- the University wants to prevent probationary employees from taking vacation entitlement during probation

**ARTICLE 27 - VACATION...27.11** Vacation Pay on Retirement

**CURRENT LANGUAGE**

On retirement (Article 3.07), each employee shall be entitled to the same vacation which she/he would have had if, she/he continued working to the end of the calendar year.

**UBC'S PROPOSAL**

**On retirement each employee shall receive her/his accrued vacation entitlement less any actual vacation time taken.**

**RATIONALE**

As per deleting 3.07 (B), employees should only get vacation as it accrues.

**CONTRACT COMMITTEE COMMENTS**

- see also University's proposed 3.07 (b)  
- the University wants to cut the retirement year vacation entitlement of full calendar year's worth to only that accrued

**ARTICLE 30 - BENEFITS...30.02** Compassionate Leave

**CURRENT LANGUAGE**

(A) Immediate family shall include an employee's parent, grandparent, husband, common-law husband, wife, common-law wife, child or ward, brother, sister, father-in-law, mother-in-law.

**UBC'S PROPOSAL**

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

**RATIONALE**

To reflect UBC policy regarding same sex spouses.

**CONTRACT COMMITTEE COMMENTS**

- the University would change all references to "husband" or "wife" to "spouse"  
- they too want to include "partners" (our proposed term)/"spouses" of the same sex

**ARTICLE 30 - BENEFITS...30.05 - Medical and Dental Plans...(A) Medical Plan**

**CURRENT LANGUAGE**

(i) The employer shall pay fifty percent (50%) of the monthly contribution to the Medical Plan. Effective July 1, 1989 the University shall pay 100% of the monthly contribution to the Medical Plan.

(ii) Upon appointment to employment all continuing and sessional employees shall be eligible to participate in the Medical Plan as outlined in (i) above.

(iii) After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Medical Plan as outlined in (i) above.

**UBC'S PROPOSAL**

(i) The employer shall pay fifty percent (50%) of the monthly contribution to the Medical Plan. Effective July 1, 1989 the University shall pay 100% of the monthly contribution to the Medical Plan.

(ii) Upon appointment to employment all **monthly paid** continuing and sessional employees shall be eligible to participate in the Medical Plan as outlined in (i) above, **provided she/he works a minimum of seventeen and one-half (17.5) hours per week.**

(iii) **After three (3) calendar months of employment, hourly paid continuing and sessional employees shall be eligible to participate in the Medical Plan as outlined in (i) and (ii) above.**

After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Medical plan outlined in (1) and (ii) above.

**RATIONALE**

To ensure there is no ambiguity that UBC should only be paying this benefit to employees with significant working hours.

**CONTRACT COMMITTEE COMMENTS**

- if the University doesn't change this language they will have to pay benefits to all employees working less than 17 1/2 hours per week; this is because the employer has not done this for years even though the Collective Agreement requires it  
- part-time on call employees would no longer be eligible for these benefits  
- hourly and sessional employees would not be eligible to participate in the Medical Plan until after 3 months - this has been the University's policy and practice.

**ARTICLE 30 - BENEFITS...30.05 - Medical and Dental Plans...(C) Extended Health Benefits**

**CURRENT LANGUAGE**

(i) The employer shall pay one hundred percent (100%) of the Medical Services Association Extended Health Benefit premium.

(ii) Upon appointment to employment, all continuing and sessional employees shall be eligible to participate in the Extended Health Benefit Plan as outlined in (i) above.

(iii) After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Extended Health Plan as outlined in (i) above.

**UBC'S PROPOSAL**

(i) The employer shall pay one hundred percent (100%) of the Medical Services Association Extended Health Benefit premium.

(ii) **All employees who participate in the Medical Plan as per (A) above** shall be eligible to participate in the Extended Health Benefit Plan as outlined in (i) above.

(iii) **Delete**

**RATIONALE**

To bring Extended Health Benefits in line with the Medical Plan administration.

**CONTRACT COMMITTEE COMMENTS**

- the University wants to couple Extended Health with Medical and Dental so that our members would have to take the package

**ARTICLE 30 - BENEFITS...30.06 - Sick Leave...(A)**

**CURRENT LANGUAGE**

No employee shall be severed or lose seniority because of illness.

**UBC'S PROPOSAL**

No employee shall be severed or lose seniority because of illness, **except as provided in the Sick Leave or Seniority clauses.**

**RATIONALE**

To ensure that the University of British Columbia is not guaranteeing employment and benefits to employees who are unable to work but do not qualify for long term disability benefits.

**CONTRACT COMMITTEE COMMENTS**

- see also the University's proposed 30.06(e) and 32.06  
- the University wants to be able to fire employees who have been on medical leave for 1 year and who are not eligible for long term disability benefits

**ARTICLE 30 - BENEFITS...30.06 Sick Leave...(E) - Sick Leave Allotment**

**CURRENT LANGUAGE**

(ii) Third paragraph:

An employee may apply for and receive a leave of absence for medical reasons. If the medical prognosis is that an employee will likely be able to return to her/his regular position within six (6) months, then she/he shall remain entitled to return to that position. If the medical prognosis is that an employee will not be able to return to her/his position within six (6) months, then the University may post the position and hire a permanent replacement to fill the vacancy. The employee on leave shall retain her/his employment status and seniority with the University. When the employee on sick leave returns to work, she/he shall be placed in a position in the same classification which is coincidentally vacant. When no coincidental vacancy occurs, the employee with the least amount of seniority in the classification shall be laid off and the returning employee shall be granted automatic transfer to the resulting vacancy.

**UBC'S PROPOSAL**

(ii) Third paragraph:

An employee may apply for and receive a leave of absence for medical reasons. If the medical prognosis is that an employee will likely be able to return to her/his regular position within six (6) months, then she/he shall remain entitled to return to that position. If the medical prognosis is that an employee will not be able to return to her/his position with six (6) months, then the University may post the position and hire a permanent replacement to fill the vacancy. The employee on leave shall retain her/his employment status and seniority with the University. **Unless the employee on leave qualifies for LTD benefits, she/he shall lose her/his employment status and seniority with the University after one (1) year.**

**RATIONALE**

To ensure that the University of British Columbia is not guaranteeing employment and benefits to employees who are unable to work but do not qualify for long term disability benefits.

**CONTRACT COMMITTEE COMMENTS**

- see also University's 30.06(a) and 32.06  
- the University wants to be able to fire employees who have been on medical leave for 1 year and who are not eligible for LTD

**ARTICLE 31 - JOB DESCRIPTIONS, JOB EVALUATION, RECLASSIFICATION AND MISCLASSIFICATION...31.04** Reclassification Procedure

**CURRENT LANGUAGE**

(D) If the employee is not satisfied with the decision, she/he shall have the right to the established grievance procedure, beginning with Step 3.

**UBC'S PROPOSAL**

(D) If the employee is not satisfied with the decision, she/he shall have the right to the established grievance procedure, beginning with Step 3. **However, if the employee and the department do not agree on the list of duties, any resultant grievance shall begin at Step 2.**

**RATIONALE**

To have the department supervisor and the employee discuss the matter before getting to the University-wide level of

grievances.

**CONTRACT COMMITTEE COMMENTS**

- see also University proposed 35.02  
- the University wants grievances, where employee and department disagree on duties, to begin at Step 2 rather than Step 3

**ARTICLE 32 - SENIORITY...32.01 - Definition**

**CURRENT LANGUAGE**

Seniority shall mean length of service with the University, within the bargaining unit, and shall be credited for all service prior to certification of the bargaining unit as designated in Article 32.03

**UBC'S PROPOSAL**

**Seniority shall mean length of continuous service with the University.**

**RATIONALE**

To be consistent with proposed changes to Article 22.09. Employees should not be penalized, especially for purposes of benefits, from being outside the bargaining unit while an employee of UBC.

**CONTRACT COMMITTEE COMMENTS**

- see also University proposed 22.09  
- the University wants employees to be able to accrue seniority while outside the bargaining unit - in the event of a large layoff this could result in A & P (or M & P as they are now called) people bumping our members

**ARTICLE 32 - SENIORITY...32.06** Loss of Seniority

**CURRENT LANGUAGE**

An employee will lose seniority rights if she/he fails to acknowledge notice of recall within five (5) working days of recall, fails to report for work having been given at least ten (10) working days notice, or if she/he resigns, retires or is discharged for just cause.

**UBC'S PROPOSAL**

An employee will lose seniority rights if she/he fails to acknowledge notice of recall within five (5) working days of recall, fails to report for work having been given at least ten (10) working days notice, **has been on unpaid leave of absence for medical reasons for one (1) year and has not qualified for LTD benefits**, or if she/he resigns, retires or is discharged for just cause.

**RATIONALE**

To be consistent with proposed changes to Article 30.06 (E) (ii) to ensure that the University of British Columbia is not paying any benefits to employees who are unable to work but do not qualify for long term disability benefits.

**CONTRACT COMMITTEE COMMENTS**

- see also University proposed 30.06(a) & 30.06(e)ii  
- the University wants to be able to fire employees who have been on medical leave for 1 year and who are not eligible for long term disability benefits

**ARTICLE 33 - DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION...33.03** Discharge

**CURRENT LANGUAGE**

(A) The University may discharge any employee for just cause, subject to Article 35 (Grievance and Arbitration Procedure).

(B) All probationary employees, in the case of discharge, shall receive two (2) weeks written notice with a copy to the Union on the same date, or two (2) weeks pay in lieu of notice. All other employees shall receive one (1) month written notice with a copy to the Union on the same date, or one (1) month pay in lieu of notice.

(C) A written list of all reasons for discharge must accompany notifications of discharge to the employee and the Union.

(D) Grievances arising out of discharges when pay in lieu of notice is given shall begin at Step 3 of the Grievance Procedure.

**UBC'S PROPOSAL**

Delete (B) and (D)

**RATIONALE**

When discharging employees for cause, any notice or pay is inappropriate (as is 3.04 (f) (i)). Presently, employees terminated for cause, which includes actions such as theft, insubordination or assault, are paid notice.

**CONTRACT COMMITTEE COMMENTS**

- see also University proposal for 3.04(f)(i)
- they want to get rid of the notice period or pay in lieu of notice for all employees discharged for cause

**ARTICLE 33 - DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION...33.06** Disciplinary Action/Employee Files

**CURRENT LANGUAGE**

Any written censures, letters of reprimand and adverse 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.

**UBC'S PROPOSAL**

Any written censures, letters of reprimand and adverse 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.

**Any employee wishing to have his or her Performance Appraisal removed from his or her employee file (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.**

**RATIONALE**

To incorporate language agreed to in settlement of a grievance.

"Incorporates agreement we came up with during Labour Committee meeting"

**CONTRACT COMMITTEE COMMENTS**

- this reflects the interpretation that both the University and the Union have placed on this clause

**ARTICLE 35 - GRIEVANCE AND ARBITRATION PROCEDURES...35.02** Definition of Grievance

**CURRENT LANGUAGE**

(B) a policy grievance, a grievance of discharge or suspension, a grievance involving a reclassification request, or a grievance involving more than one department shall go directly to Step 3.

**UBC'S PROPOSAL**

(B) a policy grievance, a grievance of discharge or suspension, a grievance involving a reclassification request (excluding disputes over duties or position descriptions), or a grievance involving more than one department shall go directly to Step 3.

**RATIONALE**

Disagreements over what duties an employee fulfills should first be discussed at the supervisory level and only later at the Labour Committee level if unresolved.

**CONTRACT COMMITTEE COMMENTS**

- see also University proposed 31.04(d)
- they want grievance, where employee and department disagree on duties, to begin at Step 2 rather than Step 3

**ARTICLE 35 - GRIEVANCE AND ARBITRATION PROCEDURES...35.03** Grievance Procedure

**CURRENT LANGUAGE**

(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 his/her steward shall present the grievance to the supervisor in writing. After receipt of a written grievance the supervisor shall have three (3) 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.

**UBC'S PROPOSAL**

(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 his/her 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.

**RATIONALE**

Allow management the same time limits as provided to the Union.

**CONTRACT COMMITTEE COMMENTS**

- the University wants an increase from 3 to 5 working days for the supervisor's written reply to Step 1

**ARTICLE 35 - GRIEVANCE AND ARBITRATION PROCEDURES...35.03** Grievance Procedure

**CURRENT LANGUAGE**

(B) Step 2: Step 2 shall commence upon presentation of the grievance to the department head or designate. The department head shall meet with the grievor, the steward and the division steward (or other Union representative) in an effort to resolve the grievance. Within five (5) working days after commencement of this step, the department head shall deliver her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the ten (10) working days following either receipt of the department head's reply, or expiry of the above time limit, whichever comes first.

**UBC'S PROPOSAL**

(B) Step 2: Step 2 shall commence upon presentation of the grievance in writing to the department head or designate. The department head shall meet with the grievor, the steward and the division steward (or other union representative) in an effort to resolve the grievance. Within ten (10) working days after commencement of this step, the department head shall deliver her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the ten (10) working days following either receipt of the department head's reply, or expiry of the above time limit, whichever comes first.

**RATIONALE**

To allow management the same time limits as provided to the Union.

**CUPE NATIONAL STATEMENT ON THE PERSIAN GULF CRISIS DECEMBER 21, 1990**

When Iraqi forces invaded Kuwait last summer, Canadians joined with citizens of most countries throughout the world in outrage against such military aggression. We in CUPE, like our fellow Canadians, find the actions of Saddam Hussein to be reprehensible and completely unacceptable. Iraq must end, or be made to end, its occupation of Kuwait.

The key question of the current crisis is not if Iraq must be forced to withdraw from Kuwait, but how it must be forced to do so. In this respect, there are two basic points of view. The first, promoted by President Bush and parroted by Prime Minister Mulroney and his government, is that the current economic sanctions will not to be used. The second point of view believes that a precipitous U.S. - led assault against Iraq is unnecessary and potentially catastrophic, and that the international community should attempt to force Iraq out of Kuwait through patient diplomacy, economic sanctions and international pressure. CUPE strongly favours the second point of view.

The Bush administration and the U.S. military have acted from the beginning of the crisis as if war with Iraq is inevitable. They have sent nearly half a million soldiers to the Gulf region, armed to the teeth with the latest high-tech military hardware and backed by massive numbers of warships, submarines, fighters, bombers, and tanks. The U.S. also succeeded in pressuring the United Nations Security Council to adopt a motion sanctioning the buildup that the U.S. had already undertaken (without U.N. approval), and endorsing an artificial January 15th deadline for the deployment of international forces in military action against Iraq.

In all the U.S. actions to date, the Mulroney government has slavishly followed the Bush lead. On August 10th, at the U.S.'s request but without any parliamentary debate or approval, the Prime Minister dispatched to the Gulf three Canadian naval vessels with nearly 1,000 armed forces personnel aboard. Five weeks later, he deployed a squadron of CF-18 jet fighters and their 450 pilots and ground crews. Since then, Mulroney and External Affairs Minister Clark have been beating the war drums in perfect time with the White House and Pentagon.

This brinkmanship by the Mulroney government represents a dangerous break with the Canadian tradition of seeking to promote peace, not war. In the post-World War II era, Canada has gained a

**ARTICLE 36.01 - 36.03...Increment Policy**

**CURRENT LANGUAGE**

Employees who are hired or promoted on or after July 1, 1986 will be paid incremental increases on the first day of the month following their anniversary dates of appointment to the position.

**UBC'S PROPOSAL - Increment Policy**

Employees who are hired or promoted on or after July 1, 1986 will be paid incremental increases on the first of the month following their anniversary dates of appointment of the position. **However, the increment date will be deferred by the length of time an employee is on layoff or any unpaid leave of absence except maternity or adoption leave.**

**RATIONALE**

To give Step increases to those actually working in the job. Annual wage increases across the board will not be affected.

**CONTRACT COMMITTEE COMMENTS**

- the University wants to prevent employees from earning their increment while on layoff and unpaid leave other than maternity/adoption

**GENERAL**

The University of British Columbia reserves the right to introduce bargaining language or make amendments to existing language at any time.

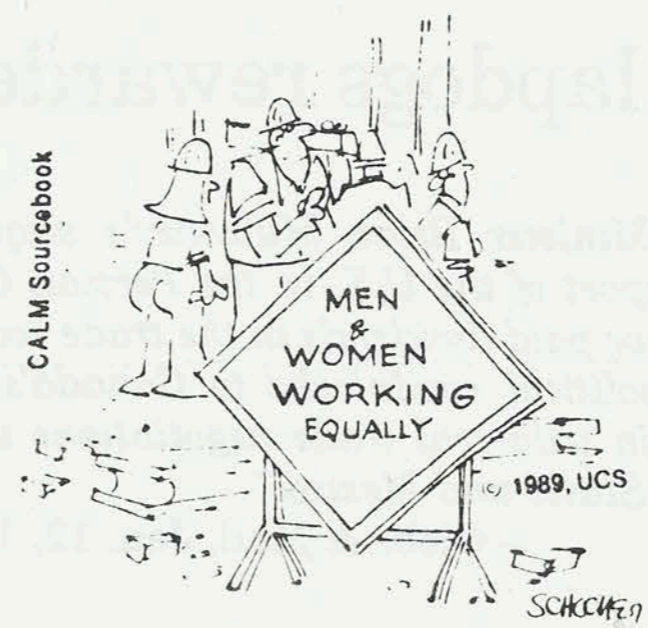
"we're not interested in bringing forward anything that would be considered bad faith"

**CONTRACT COMMITTEE COMMENTS**

- the University has assured us that nothing new will be introduced after our negotiating meeting of January 22.

**Editorial Note - From your Contract Committee....**

*"One of CUPE 2950's demands in current bargaining is that there be a paid University Christmas closure from December 24th to January 1st."*





prestigious international reputation as a peacekeeping nation, seeking solutions to conflicts through diplomacy, dialogue and negotiation. Canada has also been a leader in arguing that joint international economic actions (sanctions) are an effective means of bringing pressure to bear on nations that violate international standards or territorial sovereignty.

Canada's reputation as a country with a foreign policy that is committed to peaceful solutions has been shattered by the Tory government's mishandling of the Persian Gulf situation. The government's decision to act as a spear-carrier for the U.S. administration's military solution has seriously compromised our country's ability to play our traditional independent, peacekeeping role in future international conflicts.

The U.S. government's propaganda is attempting to lull concerned citizens with its claims of a "limited" military engagement which could be won quickly with only a few thousand casualties. The truth, however, is that the cost in blood to the U.S., its allies (including Canada) and Iraq would be high at best and catastrophic at worst. The array of weapons of mass destruction that has been assembled in the Gulf is as great as any in history. U.S. and British ships and aircraft are carrying weapons capable of devastating the population and the environment of the entire region. At the same time, Iraq has shown itself to be quite prepared to utilize its arsenal of chemical and biological weapons, including deadly mustard and nerve gases.

Estimates of potential military casualties in a Gulf War vary widely, but even a "limited" scenario would entail 20,000 casualties on the U.S. - allied side and 50,000 on the Iraqi side. Even more frightening, hundreds of thousands of civilians would likely be killed or maimed, particularly if chemical weapons were utilized. (During the Iraq-Iran war, it has been estimated that at least 50,000 civilians were killed by Iraqi chemical weapons.) While soldiers may be shielded to some extent by masks and other protective gear, children and other civilians will not be so fortunate.

In countering Iraq's unacceptable aggression, the alternatives are not just war on the one hand and passive acquiescence on the other. The initial U.N. resolutions aimed at isolating Iraq and imposing severe economic sanctions would be effective if given a reasonable chance to work, not just a few months. Iraq relies on imports for over 80% of its basic materials, and is dependent on the sale of oil for 95% of its export earnings.

With such an externally-dependent economy, sanctions can work and can lead to a peaceful resolution to the Iraqi occupation of Kuwait. In order for sanctions to work, however, patience and common sense must prevail over the hot-blooded desire to end the conflict quickly through military force. Patience is not weakness; it is a responsible and intelligent alternative to a bloody and potentially catastrophic war.

CUPE members do not want Canadian sons and daughters to have to die - or to have to kill - in a war that can and should be averted, a war that may be less about deterring aggression than about protecting the oil interests of the U.S. and its multinational corporations. While CUPE condemns and opposes Iraq's invasion and occupation of Kuwait, we do not support the aggressive military response orchestrated by the United States. Nor do we support the Mulroney government's blind following of President Bush's plans for war.

Instead, CUPE believes that the Canadian government should re-establish Canada's traditional foreign policy role, seeking a peaceful, negotiated solution to the Gulf crisis through diplomatic patience, economic sanctions and international pressure. Canadian armed forces should be utilized only in monitoring and enforcing sanctions and in peacekeeping, not in fighting the disastrous war into which the world is being led.

**JEFF ROSE**  
National President

**JUDY DARCY**  
National Secretary-Treasurer

## Good lapdogs rewarded

Globe/CALM

■ "Prime Minister Brian Mulroney's unquestioning support of the U.S. in the Persian Gulf seems to have paid dividends in the trade sector, removing political roadblocks to Canada's involvement in trilateral trade negotiations with the United States and Mexico."

- Globe & Mail, Jan. 12, 1991

## LETTERS

THANKS THANKS THANKS THANKS THANKS THANKS THANKS T  
H H  
A A  
N Re: Refusing to Work in Unsafe Conditions N  
K K  
S Thanks all around for support in January S  
when all walking surfaces were sheets of ice.  
T Thanks to the Union office staff, T  
H my shop steward and supervisors who H  
A reassured me when I wanted to invoke A  
N WCB's article 8.24 and our article 24.02. N  
K Thanks for not recommending I walk on K  
S surfaces I believed to be unsafe. S  
Thanks for recognizing the entire campus is my  
T place of employment. T  
H Thanks for recognizing there were no H  
A alternatives -- all walking routes were A  
N equally treacherous. N  
K Thanks, especially, to the K  
S Shovel and Salt Crews who made this S  
a safer environment in which to work.  
T Once more, Thanks! T  
H H  
A A  
N N  
K K  
S S

*K. Shaw*

Karen Shaw

THANKS THANKS THANKS THANKS THANKS THANKS THANKS

### AN OPEN LETTER TO THE MEMBERSHIP OF CUPE LOCAL 2950

The security of a job through union membership is ever present in the minds of those who belong to a union, and it is gratifying to know that there are representatives on the executive who provide support when necessary.

I attended the Union meeting on Thursday, December 6, 1990 and was most disappointed at the lack of professional conduct in which a meeting of employees of one of the finer learning institutions was held. The meeting did not commence on time because of inadequate seating arrangement, and when it did start it became an arena for cross-firing and quibbling between members and the executive rather than a gathering of a group of people striving towards common goals!

I feel it's now time to expend our energies at better understanding and binding stronger relationships within the membership. Let's eliminate our shortcomings and grievances, and look at the year ahead with objectivity, positivity and enthusiasm. Let's make our future meetings an exchange of useful information rather than wars of words. Let's project an image that will earn us respect rather than contempt!

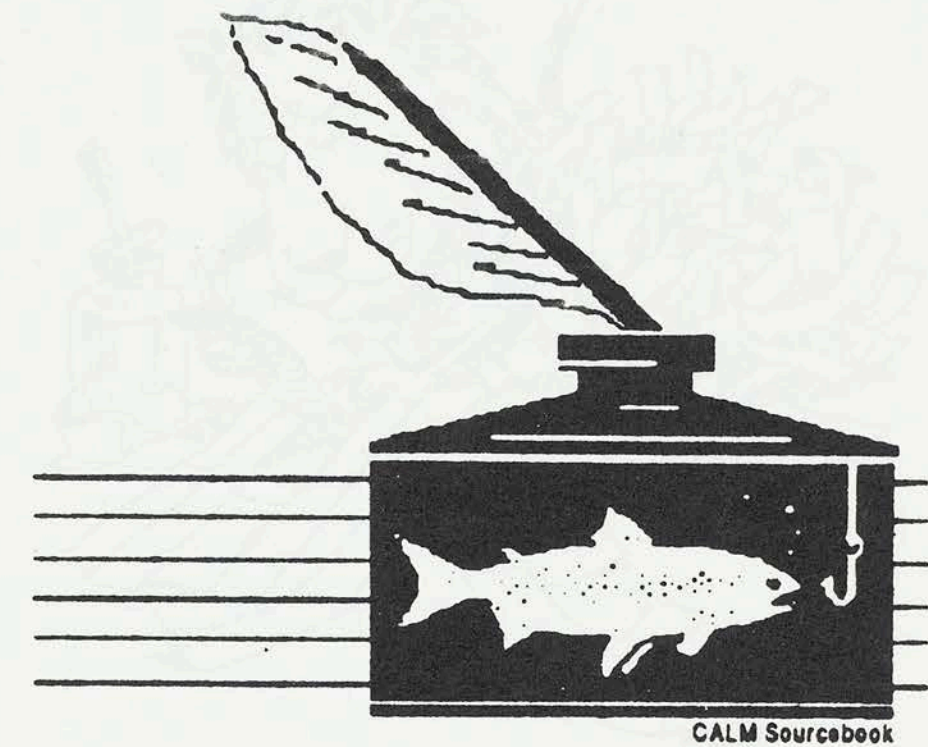
Remember, respect is earned, it's not one's right!

We should all consider it a blessing that we have jobs in this economic climate where many are struggling to survive. Let's be supportive of the structure that allows us to take home a pay cheque rather than be negative about those who sign the cheques!

I wish you all a Happy and PROSPEROUS New Year!

*Zarina Mawjee*  
Zarina Mawjee  
Department of Financial Services  
(I can assure you Financial Services is not such a bad place to work at!)

January 15, 1991



CALM Sourcebook

Heroines

(International Women's Day)

The red blood you shed on the mounds of mud shot a crimson bud in my breast. Having gone through your test floridly ruddy, fearless sisters, I am ready to be laid to rest to continue your quest.

Del Revmond

Apathy

Apathy's adamant apathy's rampant apathy's assailing apathy's prevailing apathy's outrageous apathy's contagious apathy's lethargic apathy's cathartic apathy's indolent apathy's impotent apathy's mystifying apathy's stultifying apathy's complacent apathy's adjacent apathy's apish apathy's ours--the faction has the action

Del Revmond

HELP WANTED

The Union office requires the services of a continuing part-time Clerk II to assist with filing, some data entry, some word processing. Knowledge of Word 4 would be helpful but not absolutely necessary - we will train the successful candidate if need be. The average number of hours per week would be about 10. Possible full-time coverage during absence of full-time Sec. V. If you are working part-time already we will work to schedule around your hours - if you are working full-time we would book you off from your job. (Remember this is only a Clerk II position/pay.)

All interested applicants please submit a brief resume with cover letter to the Union office no later than FEBRUARY 18th, 1991.

PAUL TETRAULT  
Clerk II Position  
CUPE 2950  
2166 Western Parkway  
Campus Mail



LAST CALL



CALM Sourcebook

Ode to Margaret Thatcher

George Routledge/IUOE Maintenance News/CALM



# GENERAL MEMBERSHIP MEETING

21st FEB., 1991 @ I.R.C. ROOM 1

12:30 - 1:30 P.M.

## AGENDA

1. ROLL CALL OF OFFICERS
2. ADOPTION OF AGENDA
3. ADOPTION OF MINUTES OF Jan. 17th, 1991
4. BUSINESS ARISING FROM THE MINUTES
5. NOMINATIONS REMAIN OPEN FOR:  
Trustee (3 year term ending Dec. 31, 1992)  
Trustee (3 year term ending Dec. 31, 1993)
6. PRESIDENT'S REPORT
7. BUSINESS AGENT'S REPORT
8. COMMITTEE REPORTS
  - i. Grievance
  - ii. Health & Safety
  - iii. Communication
  - iv. Education
  - v. Job Evaluation
9. TRUSTEE'S REPORT
10. SECRETARY-TREASURER'S REPORT
  1. 1991 Budget



CALM Sourcebook

**REGULAR BUSINESS WILL BE DONE QUICKLY, BECAUSE OF THE EXTENSIVE DISCUSSION EXPECTED FOR THE 1991 CUPE 2950 BUDGET**