

A CUE Extraordinary Membership Meeting was held in the Old Auditorium on Wednesday, December 16, 1987 from 12:30 - 2:30 p.m.

I. CALL TO ORDER

Pamela Lundrigan called the meeting to order at 12:55 p.m.

II. AGENDA

The Agenda had been previously circulated. Pamela Lundrigan suggested tabling Item 2, the Initiation of New Officers, to the February meeting.

MOVED Saiko/Savory that Item 2, be tabled to the February General Meeting. CARRIED

MOVED Taggart/Pedersen adoption of the Agenda as amended. CARRIED

III. DEBATE AND VOTE ON TERMS OF THE PROPOSED NEW COLLECTIVE AGREEMENT FOR 1987/88 - 1988/89

Pamela Lundrigan thoroughly summarized the Offer of Settlement as previously circulated with the Agenda as follows:

(a) Contracting Out - Article 5.05 (Offer of Settlement)

"The University and the Union agree to continue with the same interpretation of the language of the collective agreement and practices with respect to contracting out as they have in the past for the duration of this agreement.

The University's Labour Committee and the Union's Grievance Committee will study the issues in both the printing and clerical fields, including the need for temporary assistance, during the term of this agreement."

There were no questions and there was no discussion.

(b) Tuition Waivers - Article 21.01

"The term "tuition waiver" will now be changed to "tuition fee benefit", with no change in the actual benefit received."

A member wanted to ensure that the change to the above article was simply a change of language. Pamela advised that this was the case.

(c) Temporary Promotion:

New language to determine when employees are eligible for temporary promotions, as follows:

"An employee who, on the request of the department head, agrees to temporarily perform the principal duties of a higher paying position, shall be paid at the first step of the new paygrade which provides an increase of at least fifty dollars (\$50.00).

Such temporary promotion shall be for a period of no longer than six (6) months duration with the exception of leave of absence, including maternity leave.

To accept or to refuse a temporary promotion shall be the employee's choice."

There was some discussion from the floor on the change of language in this clause from an employee performing "any of the duties" to an employee performing the "principal duties" of a higher paying position. Concern was expressed that the University could exploit employees by asking them to perform the principal duties, while maintaining that they actually were not. When Joe responded by saying that our members had recourse to the grievance procedure, the question was put - "why should we have to go through that procedure when we had protection in the old agreement?". It was agreed that this was a valid point, but it was pointed out that CUE submitted the new language, language which had been approved by the membership prior to negotiations.

(d) Procedure for Elimination of a Modified Workweek

"A procedure describing the circumstances surrounding and procedure for elimination of a modified workweek as per Attachment D - University Offer - 1987 December."

A member pointed out that the last paragraph of the proposed change states: "This section does not apply when department heads change the form of workweek assigned to a vacant position." thereby creating a loophole for the University to eliminate flex-time. She stated that the L.A. 1's (as of September 1st) will not have flex-time and indicated that it was her understanding that flex-time is attached to the position, not the person. As soon as a position comes available, we will have some people with, and some people without flex-time.

Joe Denofreo replied that the collective agreement provides every employee with the option to apply for the kind of work week they want, and that the request cannot be unreasonably denied.

The member then asked why we should be forced to use the grievance procedure when it could have been dealt with in the contract language, and again Joe Denofreo replied that the Bargaining Team felt there was protection for members in the Contract.

(e) Letter of Agreement - Re: Training

"Letter of Agreement Re. Training to be renewed as is, i.e. Where changed job procedures require the use of data entry systems, the University will provide on-the-job training to the incumbent."

There was no discussion on this article.

(f) Letter of Agreement re. Incremental Increases

To be updated by eliminating sections 1, 2 and 3 which deal with past dates.

There was no discussion on this article.

(g) Letter of Agreement re. Involuntary Transfer

To be renewed as is - see page 56 of contract.

There was no discussion on this article.

(h) New Language for the "Preface" to the Agreement"

Pamela explained that the University disliked the word "enforce" in the Preface and wished to eliminate the Preface altogether. A compromise was reached. (See attached E).

There was no discussion on this article.

(i) New Arbitrator Selection Language - (F)

Amend Article 35.04 (a) as follows: "If arbitration was invoked in accordance with Step 3 of the Grievance Procedure, then the grieving party may refer the differences to arbitration for final and binding settlement. When such a referral is made, the parties will agree on a single arbitrator. Failing agreement, either party may request the Minister of Labour to make the appointment."

There was no discussion.

(j) Improved Article 34, - see (G) attached

Pamela Lundrigan read the proposed changes to Article 34 and pointed out that the University Sub-Committee of the Negotiating Committee and the Union's Sub-Committee of the

Contract Committee increased and expanded the existing language to ensure that those employees who were being involuntarily transferred (now internal placements) have additional options which were not available under the old contract.

Pamela made particular note of the change to 34.04 (b) Internal Placement as follows:

"During the period of notice, the employee on notice has the choice of internal placement into any vacancies occurring in her/his classification and any vacancies in lower classifications for which she/he has the necessary qualifications. In order to exercise her/his rights to these vacancies, the employee must notify the Personnel Services Department in writing within seven days of publication of the job posting of a position into which she/he wishes to be placed. After the seven days have passed, the employee's right to internal placement into these vacancies is forfeited."

If, within a year, a discontinued position is reinstated, the employee who was placed shall, upon request, be returned to that position. In this case, Article 22.08 (Orientation Period for Transfer and Promotion) shall not apply."

Pamela read to the membership section 34.04 (c) which relates to the options available at the end of a notice period:

"Options - At the end of the notice period, the employee who has not been placed shall inform the Personnel Services Department in writing of the option she/he has selected. Failure to select an option will result in the employee being placed on the recall list in accordance with 34.04 (c) (iii)."

Pamela pointed out that an option has been added as follows:

"Termination of employment with severance pay: the employee may choose to terminate employment with the University, forfeiting all seniority, and to receive severance pay in addition to the one month's notice already received..."

A member raised a concern regarding seniority and internal placement and recall, i.e. if an employee on involuntary transfer has less seniority than an employee on recall, which employee gets the job? The response was that seniority would be the determining factor. Not only do we want to protect seniority, but we'd like the employee on recall back at work. The employee on notice of internal placement would still have the option of applying for further positions during the notice period or taking a vacancy in a lower classification.

Pamela noted that another important change was made to Recall Rights as follows:

"Failure to acknowledge notice of recall within five (5) working days of recall without good cause or failure to report for work having been given at least ten (1) working days notice without good cause, will result in forfeiture of seniority and recall rights."

Pamela explained that this extension of notice period will allow an employee on recall who has sought temporary work off-campus to give notice to that employer in order to return to campus.

(k) Term of the Agreement

"The term of the agreement to be from April 1, 1987 to March 31, 1989."

There was no discussion.

(l) Dental Plan Improvement

Pamela Lundrigan pointed out that there is a proposed addition to the Dental Plan, which provides for orthodontic care as follows:

"Plan C - \$2,000.00 lifetime maximum for dependent children only, (same as faculty) effective 1988 October 1."

There was a brief discussion on this improvement.

(m) Shift Differential

The Chair advised of the proposal to:

"Improve the shift differential from 35 cents to 50 cents per hour for evening shift, and from 55 cents to 70 cents per hour for night shift effective 1988 April 1."

There was no discussion.

(n) Improved Wage Schedule

Pamela advised that from the first moment we insisted on retro pay and the University refused. When the matter of pensionable benefit payments (paid by the University) to employees age 62 and over, who would be retiring under the new collective agreement arose, the University agreed to pay the benefits for those employees. However, when it was brought to their attention that employees under 62 years of age might be retiring under the new termination clause, and would therefore need their benefits paid, the University

stated that the payment and recording of their benefits would be an "administrative nightmare". They therefore reluctantly, but with good grace, acceded to retro pay. They are still, for some obscure reason, opposed to retro pay, and as such, asked that we begin negotiations earlier in future.

Pamela read the University pay offer as follows:

- "(a) Improved wage schedule starting 1987 April 01, fifty dollars (\$50.00) to be added to each step in each paygrade, to be paid in the end-of-month cheque of January as attached.
- (b) a 2.75% adjustment to the wage schedule effective 1988 April 01 and a 2% adjustment to the wage schedule effective 1988 September 01.
- (c) retroactive pay of \$50.00 per month to 1987 April 01 for all employees of record as of the date of signing the Memorandum of Agreement."

Pamela pointed out that if employees worked at the University as of 4 December, 1987, they will receive retroactive pay. She also drew attention to the typographical errors on page 13 of the "Offer of Settlement". The salary under pay grid 8 should read \$1,904 under April 1st, 1988, and \$1,940 under September 1st, 1988. The total increase over two years adds up to 4.25%. Joe Denofreo explained the bargaining strategy and he and Pamela answered questions from the floor.

There were bargaining suggestions from the floor - i.e. vision care. P. Lundrigan indicated that this was on the table for next year and that members would be sent a survey in the next few months for input for the next contract.

The Trustees, Edmund Kam and Colin Banyard organized the ballot vote.

The meeting was adjourned at 1:45 p.m.