

-WOL 1, No. 8

September/October 1982

# SPECIAL ISSUE

## ON NEGOTIATIONS



association of university and college employees

# MEMBERSHIP MEETING THURSDAY, OCTOBER 12:30-2:30 IRC 2

AGENDA

1. Adoption of the agenda

- 2. Adoption of the minutes
- 3. Business arising from the minutes
- Business arising from the correspondence 4.
- 5. Nominations: Provincial Council Representatives (4) Health & Safety Representative President Vice-President Membership Secretary Trustee (2) Communications Committee Grievance Committee
- 6. Contract Committee report
- 7. Grievance Committee report
- 8. Executive report
- 9. Provincial report
- 10. Other business

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on October 1, 1982.

The University is recommending acceptance of these articles. An explanation for this accompanies each article.

Where the Union has a position different from the University or where we still have proposals on the table, this will be indicated.

Article 1 - General Purpose

1.01

The purpose of this agreement is to set forth and establish the terms and conditions of employment and to provide machinery for the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit of both parties and the community they serve.

The change is reflected by those words that are underlined. The remainder of the article stays the same. The Union originally proposed this change and it has been accepted by the University.

4.01 Probationary Employee

A probationary employee shall mean a new employee serving a trial period to determine suitability. This probationary period shall be three (3) calendar months or sixty-six (66) days of accumulated service.

Upon written request from the University, the Chairperson of the Union Grievance Committee or designate may agree to one extension of the probationary period not to exceed three (3) months or sixty-six (66) days of accumulated service.

The change is reflected by the words in italics. The Chairperson of the Grievance Committee may not shall agree to extensions of probation is very exceptional circumstances (eg. a person is sick for a lengthly period of time during probation and does not have fair opportunity to prove they can do the job). Each request for extension would be referred to the Grievance Committee so that more than one person would be making the decision.

22.06 Reduction of Classification

(a) Definition: A change in an employee's position to another in a

The remainder of the article is the same. The change is to have the word orientation instead of trial. This reflects the correct wording in the agreement.

NOTE: The Secretary-Treasurer will be unavailable. Financial statements are available upon request to the Union Office, and will be presented at the next membership meeting.

NOTE: Nominations must be opened at this meeting but the rest of the agenda could be suspended to allow a more complete discussion of Contract Committee matters. If there any changes in the University's contract package, they will be presented at the

meeting.

The following contract articles were proposed as a settlement by the University

lower pay grade other than as provided for in Article 22.08 Orientation Period for Transfer and Promotion).

Letter of Agreement Re: Involuntary Transfer

The University and the Union agree to identify jointly, those positions within the Bargaining Unit whose qualification requirements differ from the norm of the classification sufficiently that without those specific qualifications, an employee transferred to the position would not be able to perform the job satisfactorily within a three-month period.

A list will be created of these agreed upon positions. It is agreed that positions on this list will not be used for the placement of employees who are being involuntarily transferred. This list can only be amended by agreement of the parties.

When employees' jobs disappear and they are involuntarily transferred to another coincidental position in their classification there is a threemonth orientation period. There are some bargaining unit jobs that are so distinctive that it would be impossible (or very difficult) to master in this three-month period, (eq. a position that has a specific language requirement, say Chinese, when the employee being transferred speaks English only). The Union and the University have agreed to identify jobs like this and not make these positions available to those employees being involuntarily transferred.

#### 34.07 Notice

- (a) All employees will receive a minimum of one (1) month's written notice of layoff or one (1) month's pay in lieu of notice except:
  - (i) temporary employees, who will receive two (2) weeks notice or two (2) weeks pay in lieu of notice, or
  - (ii) employees who, because of continuous service with the University, are entitled to more than one (1) month's notice as per the current Employment Stardards Act.

The remainder of the article stays the same. This change was proposed by both the Union and the University and simply reflects changes in the Employment Standards Act that all employees are entitled to by law.

Letter of Agreement Re: Contracting Out

Routine contracting out of secretarial work and printing will be reported to the Union by the University on a month-by-month 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.

This Letter of Agreement is a result of proposed Union changes to Article 5.05 Contracting Out. The University will now advise the Union of work that is being contracted out and we will have the opportunity to raise objections at Labour Committee meetings.

#### Letter of Agreement Re: Sexual Harrassment

The University recognizes the right of employees to work in an environment free from sexual harrassment. The University shall investigate and take appropriate action when an employee complains that she/he has been sexually harrassed by a supervisor or another member of the University community.

The Union did propose a much more comprehensive article but were only able to get the University to agree to the above. It is a setp in the right direction.

Letter of Agreement Re: Library Snack Bar

The Union agrees that the University Food Services may cease their operation in the Library Snack Bar effective one (1) month from the signing of this Agreement.

The University originally proposed an article that would have allowed them to eliminate any staff food facility that was losing money. The Union eventually agreed to recommend acceptance of this article in exchange for the University dropping its proposal to do away from Statutory Holiday Pay for part-time and temporary employees.

Article 23.01 Employee Files

Copies of any document which constitutes, may result in, or arises from disciplinary action, shall be provided immediately to the employee concerned and entered in her/his file in the Staff Records Section of the Employee Relations Department.

The above paragraph is an addition to the existing article, and is a result of an agreement worked out between the Union, the University and the Labour Relations Board.

Article 24.02 Unsafe Working Condition

When an employee has reasonable cause to believe that to carry out any work process or operate any equipment would create an undue hazard to the health or safety of any person, she/he has the right to refuse to proceed. An employee refusing to proceed shall immediately report the circumstances of the unsafe condition to her/his supervisor for investigation. If the employee is still dissatisfied, further investigations, in accordance with the Workers' Compensation Board Industrial Health and Safety Regulation 8.24, shall be undertaken. No employee shall be subject to disciplinary action provided she/he has acted in compliance with this clause. Industrial Health and Safety Regulation 8.24, or an order made by an officer of the Board.

This change replaces the first paragraph of the existing article and is an attempt on the part of the Union to spell out the Workers' Compensation Board regulations with respect to unsafe working conditions. The remainder of the article is the same.

#### Article 24.05 Consultation

The University agrees to provide the opportunity for employees to express their opinions as follows:

- (a) Where new or additional equipment is required, affected employees may be consulted prior to purchase or rental.
- (b) Where renovations (which may affect the working area of the employees) are planned for an existing building, employees from the working areas concerned shall be consulted regarding such renovations before renovating may begin.
- (c) Where a permanent change is considered in the location of work areas or in working procedures, the employees concerned must be consulted before any changes may begin.

The consultation process will include the following steps:

- (a) provision of sufficient information to allow informedadvice about the planned changes.
- (b) an opportunity for employees, who may be affected by the planned changes, to tender their opinions and advice,
- (c) consideration of the opinions and advice of employees,
- (d) provision of the final decision and the reasons for it to the affected employees.

The consultation process shall not interfere with the right of the University to make such changes in methods of operations, procedures, and equipment as it deems necessary, provided these changes are made in accordance with the provisions of this Article.

The above changes were an attempt on the part of the Union for employees to have more input into changes in work methods, equipment and location.

Article 24.08 Health and Safety Committee

- (a) The Union shall have two (2) representatives on the President's Advisory Committee on Safety, Security and Fire Prevention. The Union shall have representation on departmental safety committees wherever members are working.
- (b) Employees shall suffer no loss of pay for time required to attend the Committee meetings.
- (c) When the President's Advisory Committee on Safety, Security and Fire Prevention requests that Union representatives on the committee attend courses and seminars related to health and safety issues, the University shall provide the necessary time off with pay.

This new article sets out our representation on the University Safety Committee.

#### Article 30.01 Leave of Absence Without Pay

- six (6) months.
- stating the reasons for the leave.
- position.

The remainder of this article stays the same. The Union has made a counter proposal to the University that leave of absence should be for up to nine (9) months.

Article 30.06 Sick Leave

For those employees with three (3) or more years of service, where there is no unexpended sick leave or unexpended Unemployment Insurance Sick Leave Benefits, they may borrow at one-half pay against future sick leave credits to a maximum of twenty-two (22) working days. In cases of extreme difficulty, the Union and the University may jointly agree to an extension at one-half pay for a further twenty-two (22) working days.

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 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.

The University originally proposed a change to this article so that anyone absent from work because of illness for more than three (3) months would not get their regular position back and would not have the right to involuntary transfer. The above change puts into the agreement the right of an employee to have a leave of absence due to illness. It also states the University must provide information to employees so that they can get Unemployment Insurance Sick Benefits. It further states employees will be able to have access to the involuntary transfer process if there is no vacancy in their classification. Before all employees had to apply for illness leave of absence under the Leave of Absence article and the University was not bound to agree to such leave. This change says the University must grant you leave for reasons of illness.

(a) An employee may apply for a leave of absence without pay for up to

(b) The employee shall submit a request in writing to the department head,

(c) Upon return to work, the employee shall be placed in her/his former

(e) (ii) Upon request, an employee who has exhausted her/his sick leave, will be issued a Record of Employment so that she/he may apply for Unemployment Insurance Sick Leave Benefits.

#### Article 30.07 Maternity Leave

- (a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. If eligible, she shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated in her former position.
- (b) Employees will, after completing six (6) months service following return to work after maternity leave, be paid by the University the difference of the benefit received from Unemployment Insurance and the employee's monthly salary for the period of time Unemployment Insurance benefits were received. If the employee does not apply for, or qualify for, Unemployment Insurance benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave.

The remainder of this article stays the same. The changes are that an employee will only receive the Maternities Provision of the Unemployment Insurance Act if eligible PLUS the University will not pay for the 2-week waiting period before receiving UIC Maternity benefits.

Article 31.06 Wage Increase Awarded Through Misclassification

Where the position does not entail new job duties and has, in fact, been misclassified since date of hire, the employee shall be placed on the same seniority step in the appropriate classification as she/he was on in the original job classification, and shall receive full pay rate adjustment retroactive to date of hire, except where date of hire is prior to July 1, 1981, in which case, pay rate adjustment shall be retroactive to July 1, 1981. On April 1, 1983 this date shall read July 1, 1982.

This is a standard change in each collective agreement to ensure retroactive pay for those employees who are misclassified.

Article 33 Discharge, Suspension, Disciplinary Action and Resignation

33.01 Definitions (for the purposes of this Article):

(a) Discharge - the involuntary ending of employment.

- (b) Suspension a disciplinary action on the part of the University.
- (c) Resignation the voluntary ending of employment by the employee.

The changes in (a) and (c) are grammatical ones only, an employee cannot discharge themselves.

33.02 Suspension

The University may suspend any employee for just cause subject to Article 35 (Grievance and Arbitration Procedure), up to three (3) months. Upon taking of its decision, the University will immediately send to the employee concerned with a copy to the Union, a letter giving written notification of and reasons for the suspension. All suspended employees shall be returned to their former positions.

This is the University's proposal! The Union has made a counter proposal to the University that the wording in the present collective agreement should remain the same.

#### Article 33.07 Notice of Resignation

If any employee resigns, fifteen (15) working days notice will be given in writing prior to the date of termination. In the event that more than ten (10) working days written notice is given, the employee will be entitled to her/his outstanding vacation entitlement. In the event that less then ten .(10) working days written notice is given, the employee will be entitled to 4% of gross earnings less any actual vacation she/he has taken, unless that employee has served five (5) continuous years of employment with the University, in which case 6% of gross earnings less any actual vacation taken will be paid. Vacation entitlements banked from the previous year shall be paid at the employee's full rate. An employee may rescind her/his resignation, in writing, without penalty up to three (3) working days after giving notice.

These changes simply put into the collective when every employee is entitled to under the Labour Standards Act.

Article 35.02 Definition of Grievance

one department shall go directly to Step 3.

This change ensures that suspension grievances will go directly to Step 3 of the Grievance Procedure.

Article 35.03 Grievance Procedure

(a) Step 1:

An employee who has a grievance shall first go to her/his supervisor or designate within thirty (30) calendar days of occurrence of the action being grieved or from first knowledge of grounds for a grievance. 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.

The remainder of this article is the same. This does take away from the present in that employees will now have a limited time to start a grievance where there is no limitation in the current agreement.

Letter of Agreement Re: Arbitrators

It is agreed that for the duration of this collective agreement, this letter will replace Article 35.04(a) on a trial basis.

At Step 3 of the Grievance procedure, in Article 35.03(c), the Union shall identify the primary subject of the grievance.

When arbitration is invoked, the following arbitrators will serve in rotation or as otherwise determined by mutual agreement of the parties, by primary subject of the grievance:

(a) Discipline and Dismissal:

(b) a policy grievance, a grievance of discharge or suspension, a grievance involving reclassification request, or a grievance involving more than

Mervin Chertkow Bruce McColl Nancy Morrison

(b) Interpretation/Other:

Allen Black Don Monroe Dermod Owen-Flood

#### Reclassification/Misclassification: (c)

The parties will make a joint request to the Minister of Labour within one (1) month of the signing of this agreement to provide a list of three (3) persons who will serve as arbitrators in reclassification/misclassification grievances. Accompanying this request will be a list of those arbitrators unacceptable by either party.

The Union and the University have been experiencing great difficulty in agreeing on arbitrators. This is a compromise position in which both parties have agreed to try out those listed above for the duration of this agreement. We have been totally unable to come to agreement on arbitrators for re/misclassifications and have agreed to jointly ask the Minister of Labour to appoint three for us.

#### Article 37.01 Duration of Contract

This Agreement shall be in force effective from April 1, 1982 until March 31, 1984.

Either party to this Agreement may at any time within four (4) months immediately preceeding athe expiry of the Agreement, by written notice require the other party to commence collective bargaining.

The University is proposing a two (2) year agreement. The other change is taken directly from the Labour Code and says either party can request a commencement of bargaining anytime within four months of the expiration of the agreement.

#### Letter of Understanding

It is understood and agreed that acceptance of the foregoing terms of settlement also includes acceptance of the supporting documents presented to the Union on October 1, 1982 (standard job descriptions, procedure for employée appeal of classification assignment, list of positions whose classifications will change when present incumbents leave, assignment of classification list).

The University is making a condition of settlement agreement on all the Standard Job Descriptions presented to the Union on October 1st. The Union has made an amendment to the above by dropping the phrase "assignment of classification list" and by changing, on line 5 the word change to "be reviewed". We do not feel the Union can or should participate in employee position slotting. Also, we feel that if the University wishes to consider downgrading some positions they should review them at the time the employee in them leaves since the job may have changed in the meanwhile.

#### UNIVERSITY PROPOSAL

Pay

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Egge

ctive April 1, 1982								
Grade	Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
	Clerk 1. Auge	1198	1225	1253	1280	1307	1335	
	Library Assistant 1 Data Control Clerk 1	7.88	8.06	8.24	8.42	8.60	8.78	
	Clerk-Typist 1 Bindery Operator 1	2		N. S. Y.		Sara (		
	Secretary 1 Keypunch Trainee Clinical Office Assistant 1 Printing Operator 1	1253 8.24	1280 8.42	1307 8.60	1335 8.78	1365 8.98	1395 9.18	
	Clerk 2	1307	1335	1365	1395	1425	1455	
	Library Assistant 2 Staff Room Attendant Data Control Clerk 2 Clerk-Typist 2 Clinical Office Assistant 2	8.60	8.78	8.98	9.18	9.38	9.57	
	Secretary 2	1365	1395	1425	1455	1485	1515	
	Keypunch Operator Junior Theatre Assistant	8.98	9.18	9.38	9.57	9.77	9.97	
	Bindery Operator 2 Printing Operator 2 Typesetter 1 Layout & Paste-up Assistant							
	Secretary 3 Clinical Secretary 1	1395 9.18	1425 9.38	1455 9.57	1485 9.77	1515 9.97	1545 10.16	
	Clerk 3	1455	1485	1515	1545	1575	1605	
	Senior Data Control Clerk Senior Keypunch Operator Library Assistant 3	9.57	9.77	9.97	10.16	10.36	10.56	
	Stack Attendant	•			A MARINE AND		A Part	
	Clerk-Typist 3 Clinical Office Assistant 3 Typesetter 2							
	Theatre Assistant	1515	1545	1575	1605	1635	1665	
	Computer Operator Trainee Secretary 4	9.97	10.16	10.36	10.56	10.76	10.95	
	Clinical Secretary 2 Printing Operator 3 Senior Word Processing Opera	ton						
	Stack Supervisor	1605	1635	1665	1695	1725	1755	
	Library Assistant 4	10.56	10.76	10.95	11.15	11.35	11.55	
	Programme Assistant Keypunch Supervisor Senior Theatre Assistant Administrative Clerk Data Control Supervisor Editorial Assistant Buyer 1 Secretary 5	10.30	10.70	10.93	11.15	11.35	11.55	
	Word Processing Supervisor							

### Article 36 Pay Grades and Wages

9	Buyer 2	1755	1785	1815	1845	1875	1905
9 9	Library Assistant 5 Assistant Programmer	11.55	11.74	11.94	12.14	12.34	12.53
10 10	Computer Operator Buyer 3	1905 12.53	1935 12.73	1965 12.93	1995 13.13	2025 13.32	2055 13.52
11	Senior Computer Operator	2055 13.52	2085 13.72	2115 13.91	2145 14.11	2175 14.31	2205 14.51

UNIVERSITY PROPOSAL

Article 36 Pay Grades and Wages

### Effective April 1, 1983

Pay Grade	Job Title	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	Step 5	<u>Step 6</u>
1	Clerk 1	1261	1289	1319	1347	1376	1405
1	Library Asisstant 1 Data Control Clerk 1	8.30	8.48	8.68	8.86	9.05	9.24
1	Clerk-Typist 1 Bindery Operator 1						
2	Secretary 1	1319	1347	1376	1405	1437	1468
2 2 2 2	Keypunch Trainee Clinical Office Assistant 1 Printing Operator 1 .	8.68	8.86	9.05	9.24	9.45	9.66
3	Clerk 2	1376	1405	1437	1468	1500	1531
3 3 3 3 3 3	Library Assistant 2 Staff Room Attendant Data Control Clerk 2	9.05	9.24	9.45	9.66	9.87	10.07
3 3	Clerk-Typist 2 Clinical Office Assistant						
4	Secretary 2	1437	1468	1500	1531	1563	1595
4 4 4 4 4 4	Keypunch Operator Junior Theatre Assistant Bindery Operator 2 Printing Operator 2 Typesetter 1 Layout & Paste-up Assistant	9.45	9.66	9.87	10.07	10.27	10.49
5 5	Secretary 3	1468 9.66	1500 9.87	1531	1563	1595	1626
6	Clinical Secretary 1 Clerk 3	1531	1563	10.07	10.28	10.49 1658	10.70
6 6 6	Senior Data Control Clerk Senior Keypunch Operator Library Assistant 3 Stack Attendant Clerk-Typist 3 Clinical Office Assistant 3 Typesetter 2	10.07	10.28	10.49	10.70	10.91	11.11
6 6 6 6		di di					
7	Theatre Assistant	1595	1626	1658	1689	1721	1752
7 7 7 7 7 7	Computer Operator Trainee Secretary 4 Clinical Secretary 2 Printing Operator 3 Senior Word Processing Opera	10.49 tor	10.70	10.91	11.11	11.32	11.53

8 8	Stack Supervisor Library Assistant 4
8	Programme Assistant
8	Keypunch Supervisor
8	Senior Theatre Assista
8	Administrative Clerk
8	Data Control Superviso
8	Editorial Assistant
8	Buyer 1
8	Secretary 5
8	Word Processing Superv
9 9 9	Buyer 2 Library Assistant 5 Assistant Programmer
10 10	Computer Operator Buyer 3
11	Senior Computer Opera

NB. The Union has made the following changes to this proposal:

We have deleted the descriptions for Clerk-Typist. We have suggested that the Clinical Office I and Clinical Office 2 be moved up a pay grade. We have deleted the word Senior from Word Processing Operator.

on top of that.

We have stated we will recommend an across the board increase to all members of 5.25% in the second year of the collective agreement.

Still on the table for the Union are the following articles:

Article 28.05 Shift Work Letter of Agreement on Video Display Terminals a proposal to have Medical Plan, Dental Plan and Extended Health Benefits Plan in three separate articles instead of altogether.

1689	1721	1752	1784	1816	1847
11.11	11.32	11.53	11.74	11.95	12.15

ant

or

visor

	1847	1879	1910	1942	1972	2005
	12.15	12.36	12.57	12.78	12.98	13.19
	2005	2037	2068	2100	2131	2163
	13.19	13.40	13.61	13.82	14.02	14.23
ator	2163	2194	2226	2258	2289	2321
	14.23	14.43	14.64	14.86	15.06	15.27

We have further stated we will recommend an 8% across the board increase for all employees with the cost of implementing the Salary Equity Program to come

#### STANDARD JOB DESCRIPTIONS

We have included only summaries of the Standard Job Descriptions presented by the University. Anyone who would like to see the complete Job Descriptions may do so in the A.U.C.E. Office, Room 202, Armouries.

#### CLERK / CLERK-TYPIST split

The University has proposed to separate those people in the Clerk category that do no typing from those that have typing as a requirement of the job. The Union is objecting to this split for several reasons:

- the University is still requiring some typing from the Clerk group
- they want to require typing of from 50 to 60 wpm for the Clerk-Typist group
- the job duties of the two categories are almost identical the only difference being the amount of typing required
- further, dividing up the clerk group leaves fewer positions for transferring
- the Union also feels it is only a matter of time before data entry work will be part of a clerk's regular duties and the ability to type will be a requirement

With respect to the individual Clerk job standards some of our concerns are:

- phrases like "ability to type sufficiently for the job at hand" create problems for employees. It is not clear how much sufficient is; it may be 20 wpm, it may be 50 wpm.
- the duties of a mail clerk, which are now done by Clerk 2's have been downgraded to Clerk 1
- the University wants to have phrases such as "good verbal communications skills", "ability to plan and complete work assignments", "ability to communicate effectively and tactfully", "ability to write clear, concise business English".

The Union feels it is impossible to test employees for these abilities and that in an interview the supervisor will choose a candidate based on their own subjective opinion of whether the candidate has these qualities.

- the Union feels that if the University wishes to have data entry work as a requirement at the lowest level, ie. Clerk 1, there is onus on the employer to provide training otherwise the University will be able to hire people off the street that already have training and University employees will be passed by for promotion and transfer.

#### Library Assistants

The original standards proposed in this group came from the Union. Our intention was to present standards which accurately reflect the jobs people do and their classifications. The present standards were ambiguous and incorrect. One problem which the Union tried to correct was the potential for downgrading certain jobs under the old standards. However, the University's revisions have resulted in the problem appearing again. An example of this is the L.A. 3's in the branch libraries who do binding preparation for periodicals. These positions have always been in the L.A. 3 classification. Under the old standards the potential existed for downgrading those jobs because binding preparation was only referred to in the L.A. 2 classification. In the new standards, the Union put this duty in the level 3 classification. The University, in its revision of our standards, put this duty back into the L.A. 2 standard. Although this job has not been downgraded, the concern of the Union is that it may be done as a means to save money in the future. As the situation worsens economically, the University will be searching out every means to cut costs. The Union must ensure that its members are in a position to protect their job security by being able to fight grievances on this issue should downgrading occur.

#### Secretaries

The most obvious change to the secretarial category as a result of the University's proposed restructuring is that there are now five secretarial levels. The University has inserted a pay grade and the new Secretary 3's which have been raised one-half a paygrade are on this new level. Every secretary above the level 3, as a result, has been moved up. The University's rationale for the change is readily apparent. It feels this move will address the reclassification requests and it also moves the majority of A.U.C.E. employees up. The Union feels that the University is doing this in an effort to sell the restructuring program to A.U.C.E. employees. It should be pointed out that this move does not necessarily address the A.U.C.E. employees' needs. The University clearly stated at the onset of the meetings between its representatives and the Union's Job Evaluation Committee that the new job standards attempt to more clearly reflect what A.U.C.E. employees were actually doing and were not in 'any way an upgrading of the job descriptions.

In actual fact, the University has upgraded the job descriptions in areas such as skills, minimum qualifications required, and supervision exercised. In the new job standards, higher typing skills are required. The University claims it is because now A.U.C.E. employees have the use of electric typewriters and so should be able to type faster. The University also has added minimum qualifications which are purely subjective such as: "proficiency in the use of English grammar, spelling and punctuation; proficiency with professional terminology, technical or scientific vocabulary as required for the job." Another subjective requirement is "ability to communicate effectively and tactfully with public." The Union's position is that the assessment of communication can only be determined while an individual is performing her/his job and it is impossible to measure this type of ability in a job interview as can be done with typing skills. Another major change is that at the secretary 2 level and above an employee is required to distribute work assignments to employees in lower categories. The Union's position has always been that this level of decision-making should not occur until level 3. This is an example of yet another inroad in our contract.

The Job Evaluation Committee would like all Union members to understand that at level 2, secretaries may distribute work to other employees but at this level they are not ultimately responsible for training or prioritizing.

The other most outstanding difference between the new and old job descriptions falls under the heading "Typical Duties." There are now more typical duties enumerated in each standard secretarial job description. It should be understood that each particular job need not necessarily require the performance of all of these typical job duties.

#### Clinical Group

The University has proposed 2 sets of new job descriptions under the general heading of "Clinical"-- Clinical Secretary and Clinical Office Assistant. While there is no doubt that there is a need for job descriptions to cover the duties performed by these 150-200 people, our negotiations of them has not been without problems.

The major problem is that we wanted to be absolutely sure that these people were adequately insured when performing their duties -- especially those duties that can be most properly classified as medical. We have asked the university to sign a general indemnity clause into the Contract. We will also be meeting with the University insurance company to find out the extend of the present coverage.

The other major problem we have encountered is that while the Clinical people themselves have told us that there is no need for two separate descriptions (as the University has proposed) the University is unwilling to address this point, continuing to ask for 2. It does not seem that we will be able to prevent this.

If the descriptions are approved by the Union, then it seems that persons working in Clinical jobs (jobs involved in patient care areas of the Faculty of Medicine) will find that one of their greatest problems will be making a good determination as to whether they should be classified as Clinical Secretaries or Clinical Office Assistants. I would strongly urge that when the time comes for the University to "slot" you into what they consider to be the appropriate classification that you get in contact with the Union office or with one of the people on the Contract Committee. Job Descriptions last a long time -- make sure that your label is the most appropriate one.

## Bindery Operators, Printing Operators, Printing Operators, Typesetters.

The University has proposed the above listed new categories to cover employees working in copy and duplicating jobs. Presently these employees are clerks, equipment operators and senior equipment operators.

#### Bindery Operator 1

Bindery Operator 1 operates collating and bindery equipment. Typical duties include setting up and operating collating, folding and bindery equipment, checking printed jobs for accuracy and quality of reproduction, performing minor maintenance on equipment, setting up and operating postage machine to meter outgoing mail, maintaining security on designated confidential papers.

#### Bindery Operator 2

Bindery Operator 2 is responsible for project co-ordination, training and assisting staff, record-keeping, equipment maintenance and quality control.

#### Printing Operator 1

Printing Operator 1 position is the entry level for learning skills in the operation of offset printing equipment, electrostatic and photocopy master makers. Duties include setting up and operating printing equipment, preparing electrostatic and photocopy masters, maintaining work area in a safe and orderly condition.

#### Printing Operator 2

This operator sets up and operates offset printing equipment, prepares electrostatic and photocopy masters, maintains production records, maintains printing area in an orderly and safe condition, participates in bindery and mail operations as required.

#### Printing Operator 3

This operator operates more complex offset equipment to produce copy on a variety of sizes and weights of paper as well as colour reproduction. The incumbent trains, assists, allocates work to and checks completed work; maintains production records and compiles monthly production figures for equipment; prepares, or oversees preparation of electrostatic and photocopying masters; maintains security on all designated confidential papers, ensures equipment is in good working order.

In A.U.C.E.'s view, the job descriptions for Printing Operator 1 and Printing Operator 2 are very similar and could possibly lead to future downgrading of the Printing Operator 2's since the duties of the two job descriptions overlap.

#### Layout and Paste-up Assistant

Employees in this position prepare layouts and formats from typeset copy to the camera-ready stage. Typical duties include cutting and pasting up typeset copy; producing basic ruled forms and art designs; preparing display lines by dry transfer method, letraset, etc; producing photo prints, line and halftone negatives, using reproduction camera; making direct image paper and metal plates; proofreading typeset copy; maintaining work area and equipment in an orderly and safe condition.

Bindery Operators, Printing Operators, Layout and Paste-up Assistant, and

#### Typesetter 1

The Typesetter 1 operates photo - typesetting equipment. Some typical duties are: operating a photo-typesetting unit which may involve the operation of word-processing equipment; keeping and turning in a record of time spent on each job; assisting with paste-up and layouts as required.

#### Typesetter 2

The Typesetter 2 co-ordinates projects and supervises employees engaged in typesetting and graphic paste-up operations. Typical duties include providing training and assistance, co-ordinating work with Layout and Paste-up; acting as a consultant with supervisor on type specifications, layout and design requirements; keeping records; estimating quantities and submitting requests for purchase of supplies; maintaining an orderly and safe working environment.

Senior Word Processing Operator Word Processing Supervisor

The University has proposed two new job titles as above. The Senior Word Processing Operator has been assigned by the University to Pay Grade 7 and the Word Processing Supervisor to Pay Grade 8.

The Senior Word Processing Operator is responsible for the production and co-ordination of word processing projects from a number of sources. The operator trains and assists staff in operating word processing equipment, organizes and schedules work flow.

A.U.C.E.'s position is that all word-processing operators should be compensated for the increased level of skill required in their positions. Currently, most word-processing operators are Secretary II's. The Union would like to see all the operators upgraded but the University's proposal provides for upgrading of only a "Senior" operator.

The Word Processing Supervisor, according to the University's proposal, is responsible for administering a word processing centre employing a minimum staff of five. The Word Processing Supervisor develops and conducts training programs for word processing operators and users; schedules and co-ordinates work; makes recommendations on acquisition of new equipment; prepares policy and procedure manuals for operators and users.

#### Buyer 1

The Buyer 1 position is a new job and should provide promotion opportunities to clerks or secretaries who either have taken related courses or worked within a buying function. The Buyer 1 assists more senior buying staff in procuring supplies, services, equipment and material. Typical duties include checking incoming purchasing requisitions for accuracy, completeness and approvals; preparing routine invitations to tender; processing routine requests for purchase of commodities; obtaining information on duty and excise tax exemptions; assisting with maintaining catalogue files on supply sources and prices.



#### association of university and college employees

After seven months of contract negotiations with the Association of University and College Employees (A.U.C.E.) Local I, the University of British Columbia presented the Union with a wage offer for the first time. The wage offer was part of a total package consisting of non-monetary and monetary items as well as a restructuring of the Pay Grades and Job Descriptions.

The University offered six percent across the board in the first year plus an extra .03 to 6.72% for people in the upper pay grades. The value of the wage offer for the first year costs out at 8.1%. The offer for the second year is 5.25% across the board.

This offer is less than the amount offered to other campus employees. The Office and Technical Employees Union (O.T.E.U.), which recently settled its contract, was offered 8% across the board in the first year and 5.25% in the second year. An arbitrator awarded the faculty 9% plus 3% for merit. The award is under review by the Compensation Stabilization Commissioner. Last year, the Canadian Union of Public Employees (C.U.P.E.) on campus settled for 15% in the first year and 13% in the second year.

The University has tied its wage offer to a restructuring program which involves a major overhaul of the Job Descriptions as well as the fragmentation of existing job categories. The Union objects to the tying of a wage offer to the revisions of the Job Descriptions for two reasons. First, A.U.C.E. views it as an attempt by the University to circumvent an article in the collective agreement which provides for Union agreement to any new or revised Job Descriptions and/or Pay Grades. Second, the Union's Job Evaluation Committee met with the University for the past two months to discuss the new Job Descriptions. In A.U.C.E.'s opinion the University has virtually ignored the Union's input. The Union is concerned that the new Job Descriptions may lead to future downgrading of positions as well as to a loss of promotion and transfer opportunities and involuntary transfer rights.

In summary, A.U.C.E objects to the University's attempt to make a wage increase conditional on acceptance of Job Descriptions and Pay Grade restructuring, which in the Union's opinion could be detrimental to its membership.

October 4, 1982

#### CONTRACT BULLETIN 9

#202-6383 Memorial Road, University of British Columbia, Vancouver, B.C. V6T 1W5 Telephone: 224-2308

#### August 19, 1982

#### MEMBERSHIP MEETING

12:30-2:30 p.m.

CHAIR: Marcel Dionne

#### SECRETARY: Patricia House

- 1. Adoption of the agenda Moved by Suzan Zagar Seconded by Adrien Kiernan THAT THE AGENDA BE ADOF FED AS CIRCULATED. The motion was CARRIED.
- 2. Adoption of the minutes of July 22 Moved by Adrien Kiernan Seconded by Bev Westbrook THAT THE MINUTES OF THE JULY 22 MEETING BE ADOPTED AS CIRCULATED. The motion was CARRIED.
- 3. Business arising from the minutes There was none.
- 4. Business arising from the correspondence There was none.
- 5. Nominations

Job Evaluation Committee-- Doris Raven, Lenka Novakova, Lillian Wong (not present at the meeting and had not accepted in writing) Carole Cameron, Kitti Cheema, Shirley Irvine, Suzan Zagar, Adrien Kiernan, Joyce Diggins, all were present and agreed to stand. Nancy Wiggs and Ann Hutchison--accepted in writing

Membership Secretary --- Margie Wally agreed to stand

Contract Committee--Adrien Kiernan, Wendy Lymer agroed to stand. Nancy Wiggs and Lid Strand accepted in writing June Simpson was nominated but declined Donna Brock was not present and had not accepted in writing

- Grievance Committee-- Jet Blake was not present and had not accepted in writing Lissett Nelson agreed to stand.
- Health and Safety Representative -- Joyce Diggins (declined) Catherine Kinney -- not present and had not accepted in writing Karen Shaw -- accepted in writing
- Provincial Reprsentative -- Lid Strand was not present and had not accepted in writing. Nominations will stay open.
- Delegates to the Special Convention -- Carole Cameron, Patricia House, Helen Glavina, Suzan Zagar, Kitti Cheema, Shirley Irvine, Marcel Dionne, Adrien Kiernan, Richard Melanson --- all agreed to stand Nancy Wiggs accepted in writing Fairleigh Wettig -- declined Jet Blake -- was not present and had not accepted in writing

## 6. Contract Committee report

Kitti Cheema reported:

- + The University is holding back on a wage proposal until the Job Evaluation program is settled
- + We revised our wage proposal to 10% across the board and the cost of the revised job standards not to be included in that 10%

#### August 19, 1982 -- Membership Meeting -- Minutes- Page Two

The Contract Committee's next step will be to present our objections to the University regarding the new proposed job standards. clear to the University that we do not want the job standards cost to be taken out of our settlement. progress is being made. have pretty good idea of where we are. should try and address it although it doesn't really address the Union's concerns but does address the University's. pay grades and new job stardards which they are calling the Salary Equity Program (SEP). but the person in it continues to receive the same salary, however if they leave the position the next person comes in at the lower salary) on behalf of the Union office staff who relied heavily on help from Sheila Rowswell. as Membership Secretary provided considerable help to the Union office staff. arrives because the report is on colored paper. As soon as possible we will get it out.

The floor was then thrown open for questions: Q. Why did we revise our wage proposal? A. Because of the government restraint programs and we wanted to make it Q. When can we go to arbitration? A. Contract Committee feels it is unwise to abandon the process as long as Q. What happened to the phone poll --- what were the results? A. The results are not completely tabulated. Q. Have we signed anything? A. We have presented our final package and they have countered so we Q. Can't we go to mediation? A. The Contract Committee feels that would be premature to do it right now. Carole Cameron asked what people think of the SEP? The committee feels we Q. What is the SEP? A. It was explained that it is the University's proposed restructing of the Q. Will any settlement we receive be retroactive? A. That is a point for negotiation. Q. Could people be down graded as a result of the SEP? A. Red lining is a possibility. (Red lining is when the position is downgraded There was further discussion of the SEP and various negotiating stategies. There was a suggestion that more frequeui contract bulletins. Patricia House made a motion of thanks on behalf of the Executive and especial'y Patricia also made of a motion of thanks to Wendy Lymer who in her capacity We are unable to reproduce the auditor's report until our new office equipment Patricia is deferring a more detailed financial report until the next meeting. She asked if there were any questions. There were none. The membership was reminded that the \$5.00 annual strike fund assessment would

#### 7. Secretary-Treasurer's report

be coming off their cheques soon.

#### August 19, 1982 -- Membership Meeting -- Page three

Moved by Lid Strand Seconded by Shirley Irvine THAT THE SECRETARY-TREASURER"S REPORT BE ACCEPTED. The motion was | CARRIED.

### 8. Grievance Committee report

Helen Glavina moved and seconded on behalf of the Grievance Committee THAT AUCE LOCAL ONE TAKE THE SECRETARY II DISCHARGE GRIEVANCE TO ARBITRATION AND PAY ALL RELATED EXPENSES. The motion was CARRIED.

Helen moved and seconded on behalf of the Grievance Committee THAT AUCE LOCAL ONE TAKE THE EMPLOYEE FILES/CHANGE OF EMPLOYMENT STATUS GRIEVANCE TO ARBITRATION AND PAY ALL RELATED EXPENSES. The motion was CARRIED.

Helen then explained how the Grievance Committee had arrived at the policy that is reprinted in the newsletter. She moved and seconded on behalf of Grievance Committee THAT THE MEMBERSHIP OF AUCE LOCAL ONE ENDORSE THE GRIEVANCE COMMITTEE POLICY ON HANDLING GRIEVANCES. There was some discussion but time was running short.

the second second second states and the

Moved by Adrien Kiernan THAT THE POLICY BE TABLED. The motion was CARRIED.

The meeting was adjourned.

Seconded by Richard Melanson

#### page 2, September 23, 1982, MEMBERSHIP MEETING

7. Contract Committee:

Kitti Cheema reported on behalf of the Contract Committee and Job Evaluation Committee. She mentioned the University's position regarding the Clerk/ Clerk-typist split and the entry level for data entry work.

Discussion on ranking is to begin on Friday, September 24, 1982. The University has \$450,000 set aside for the Salary Equity Program which includes \$110,000 for the implementation of new Pay Grade 5. If there is no agreement on the implementation of a new pay grade or on the Salary Equity Program itself this money will not become part of the offer to the entire membership, it will revert to the University's general budget and will be used elsewhere.

The Union wants to separate wording on the new Job Standards from the final offer going to the membership.

- 8. Secretary-Treasurer's report:
  - checking account and term deposits.
  - Newsletter
  - with our By-Laws.
- 9. Grievance Committee:

  - planning stage, most likely a 2-day seminar.
- 10. Provincial Report:

Lid Strand provided some informationon issues to be discussed at the Special Provincial Convention being held this coming weekend. They are decentralized structure, locals making their own decision regarding money, what form local representation will take.

He further advised that Local 4, as a result of their appeal, had succeeded in seceded from the Provincial Association.

When advised that delegates to the Special Convention had not received amendments from the last Convention, Lid Strand offered to try to provide this.

11. Moved Shirley Irvine Seconded Patricia House

a) Patricia House reported on the amounts of money in the Strike fund,

b) Patricia House asked for assistance and suggestions regarding the

c) Patricia House advised that a letter had gone to the University asking them to deduct the annual strike assessment from all members, in accordance

a) Helen Glavina reported that an arbitration was in process concerning the dismissal of a probationary employee. She stressed the importance of frankness between union members and union representatives.

b) Helen Glavina reported that there was a Shop Steward seminar in the

THAT the meeting be adjourned.

CARRIED.

September 23, 1982

MEMBERSHIP MEETING

12:30-1:30 p.m.

Chair: Marcel Dionne

1. Moved Adrien Kiernan Seconded Joyce Diggins Secretary: Carole Cameron

ernan THAT the agenda be adopted.

CARRIED

2. Moved Adrien Kiernan Seconded Joyce Diggins THAT the minutes of the August 19, 1982 Membership meeting be deferred to the October union meeting.

CARRIED.

- 3. Business arising from the minutes was deferred to the October union meeting.
- Business arising from the correspondence was deferred to the October union meeting.
- 5. Nominations:

Grievance Committee - Jet Blake elected

Provincial representatives - no nominations

Communications Committee - Sheila Bennie elected

Provincial Convention delegates - Joyce Diggins, Lid Strand elected

Health & Safety Committee - no nominations

- 6. Executive report:
  - a) Moved Suzan Zagar Seconded Marcel Dionne

THAT AUCE Local 1 shall pay the medical and dental plan premiums and group total disability benefit for those employees whose sick leave credits run out, until such time as they are collective benefits under the Group Total Disability Plan or until they return to work.

CARRIED.

This motion replaces Section K.5 of the By-Laws of the Association of University and College Employees, Local 1 (UBC).

- b) Suzan reported on the terms of reference of an Executive sub-committee. The terms are:
  - to examine the procedures used for operating the A.U.C.E. office
  - to contract the staff and any other persons who may provide appropriate input and/or recommendations
  - to examine the current financial position of A.U.C.E. Local 1 and the projected budget, to ensure that any/all recommendations are within the scope of possibility
  - to investigate the possible use and acquisition of cost-saving equipment for the use of the A.U.C.E. office
  - to examine the job descriptions, work diaries and pay scale, relevant to the work performed.