

SPECIAL MEMBERSHIP
MEETING to DISCUSS
CONTRACT
PROPOSALS!
THURS. AUG. 5th, 5 P.M.
HENRY ANGUS 110

Contained herein are the proposed amendments to the current Contract up to and including Article 27, as well as an article explaining why and how the Contract Committee arrived at these proposals.

PLEASE READ BEFORE AUG. 5th MEETING

Contract negotiations are upon us. There are only four weeks left in which to serve notice on the university that we intend to propose changes for a new contract. Through a combination of circumstances, almost none of the business of the Contract Committee has yet been dealt with in membership meetings. As a result, all of the work done by the Contract Committee during the last few months will have to be dealt with in two meetings. A special meeting has been called for August 5 to deal with proposed amendments to the current contract, up to and including Article 27. That leaves the remaining ten articles, and a few areas still under study, to be dealt with at the next regular membership meeting on August 12. It is vital that all our proposals and proposed amendments to the contract be finalized by the end of the August 12 meeting!

COME PREPARED!

The first installment of proposals from the Contract Committee are contained in this paper. Please read them before attending the August 5 meeting so that as much as possible can be accomplished at that meeting.

ORIGIN OF PROPOSALS

The Contract Committee has incorporated a number of suggestions from the Executive and Grievance Committee as well as many made by individual members on the questionnaires sent out in June. Many more, as in past years, have been developed in committee discussion and work by individual committee members.

PRINCIPLES

All the proposals to be submitted by the Contract Committee are based on a few basic but very important principles:

1. The Union's contract proposals should represent the contract the way we think it should be. The discussion of proposals at this point should center around the question of whether or not it would be desirable to make a proposed change in the contract. Discussion of priorities and strategy is premature at this time; this cannot be done effectively until negotiations are actually in progress.

The job at hand is to decide if we need or want, for example, a "No Contracting Out" clause to protect our jobs and the Union. Even if we do not attain all of our goals this year, it is important to make the statement that these changes are desirable for our contract. Contract proposals are the only real opportunity the Union has of telling the University the way we think things should be.

2. Long range goals. Collective bargaining is an on-going process. Each round of negotiations is not separate from those which precede and follow it. If we were to ask for an improved sick leave plan unsuccessfully one year but not mention it the next (in effect saying we were happy with what we had) in the third year, the University would not take us seriously if we repeated our first-year proposal (if we were happy in the second year, why not in the third?).

The Contract Committee has attempted to incorporate the unattained goals of last year in our current proposals. If any of these aims are not realized this year, the door is still open for more discussion in the future.

3. Equality of Employees. Equality has always been an important principle of AUCE. The Contract Committee has attempted to eliminate any sections of the contract which allow for inequality of employees within our bargaining unit. No one should be denied the benefits in our contract because they are designated "temporary employee". There should be only one seniority list. All employees should pay Union dues because we all benefit from the Union.

Where a distinction must be made (e.g. lay off, recall) it should be done on the basis of seniority. This still allows for equality in the long run, it just means newer employees must wait their turn.

4. Importance of Seniority. The Contract Committee has attempted to recognize the paramount importance of job security. The laid-off employee gets no salary and no benefits. This is a situation that should be avoided whenever possible and, when unavoidable, be as brief as possible. The Contract Committee will make proposals to end the University's practice of simultaneously laying off and hiring in the same classification, and to make recall prompt and automatic. Such things as the posting of jobs when employees in the same classification are laid off should be ended, even though it may slightly limit the freedom of movement of other employees.

The same principle applies to Union Security. Before we can discuss salary and benefits, the Union and its elected representatives must be recognized and secure to represent the membership effectively. The Contract Committee has attempted to correct one or two problems in this regard, such as contracting out and leaves of absence for union work.

5. Working Conditions. AUCE is in an unusual position with regard to working conditions. The problems of library and clerical workers are not as obvious as those of some other workers who breathe asbestos dust or occasionally have two ton girders fall on their heads, but our problems are just as real. These include not just the atrocious physical conditions in the Main Library and elsewhere, but also the less tangible matters of responsibility and pressure in our work. The Contract Committee has attempted, where possible, to at least open discussion on these vital issues.

RECOMMENDATION

In recommending our proposals the Contract Committee asks that members bear in mind that, although collective bargaining requires that both sides have some room within which to bargain, we feel that each proposal represents a desirable and legitimate gain for AUCE members.

PROPOSED CONTRACT AMENDMENTS - 1976

3.03 Continuing Part-Time Employee

Under study.

3.04 Sessional Employee

A Sessional Employee is any employee who:

- (a) Works on either a full-time or part-time basis for recurring periods approximately coinciding with the University Winter Session, (i.e. Sept. 1 - Apr. 30 approximately).*
- (b) Works on either a full-time or part-time basis for recurring periods approximately coinciding with the University Inter/Summer Session (i.e. approximately May 1 - Aug. 31).*

*For the purposes of this article APPROXIMATELY shall not be taken to allow for a variation of more than 2 (two) weeks.

3.05 Probationary Employee

A probationary employee shall mean a new employee serving a trial period of employment to determine suitability. This probationary period shall be one (1) calendar month, after which the employee shall become a continuing employee except where an employee is hired into a sessional position that employee shall become a sessional employee.

3.06 Student Assistant

Entire article to remain the same except for the last sentence which is to be deleted and replaced by: "Student assistants shall only perform duties equivalent to those of a Clerk 1, LA 1, or Data Control Clerk 1, and shall be paid at the base hourly rate of pay grade 1." *wording
Penny*

3.07 Temporary Employee

To be deleted along with any other references to temporary employee which appear in the current contract.

Article 3.07 now becomes Retirement which is to be researched.

4.01 Probationary Period - Duration

An employee shall be on probation for the first calendar month of her/his employment.

5.01 Union Shop

The last paragraph to be amended to read: "All employees covered by the certification and employed by the University prior to October 1, 1974, but who were not members of the Union at that time will not be required to join the Union, however they will be required to pay fees and assessments to the Union."

5.04 Reductions in the workforce

The last sentence to be deleted and replaced by: "Employees' workload will not be increased as a result of layoff, attrition, suspension, discharge, resignation, or changes in the University procedures or methods of operation." *Vacation & leave*

5.05 Pay for Casual Labour

To be deleted and replaced by "No Contracting Out" article: "No employee of the University or any other person excluded from the definition of "Employee" (Article 3.01) or "Student Assistant" (Article 3.06) shall perform work presently or formerly performed by employees as defined in Article 3.01 ~~or 3.06~~.

6.02 Deduction of Dues

The University shall begin the deduction of monthly Union dues and assessments on the employee's second (2nd) pay date.

6.03 Collection of Dues

Before the fifth (5th) working day of each month, the University will forward the collected dues, by cheque, to the Treasurer of the Union, together with a detailed list of names of all employees in the bargaining unit and their social insurance numbers, departments and amounts deducted with explanation.

7.03 Short Term Leave of Absence

The University agrees to grant representatives of the Union leave of absence without pay for Union conventions or to perform other functions on behalf of the Union. The Union agrees to notify the University at least five (5) working days in advance.

7.04 One Hour Explanation

The University agrees that up to ten (10) Union representatives shall be allowed up to one hour per month, on the first Thursday of each month during regular working hours to meet and discuss the function of the Union with any new employees who have been hired in the previous month.

The last paragraph to remain the same except to make meeting plural.

8.02 Meeting the University

When the University wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a steward.

When an employee wishes to initiate discussion with the University regarding a potential grievance, the employee shall be accompanied by a steward.

9.01 Human Rights

The entire article to remain the same except after wages, add: "discipline, dismissal or any other condition of employment."

10.01 Union Meetings

Delete the word "other" in "every other month".

12.01 Standing Committees: Blank

13.04 Campus Patrol Escort

After regular working hours (after dark), employees upon request will be escorted by Campus Patrol from their place of work to a convenient bus stop, where the Patrol will wait with them until their bus arrives, or some other mutually satisfactory arrangement. It is understood that the University Patrol establishment will not be increased due to this clause.

13.05 Room Bookings

The University shall permit the Union to book University rooms through Systems Services for meetings of the Union.

13.06 Community Facilities

After Employees add: "and retired employees".

13.08 Taxi Vouchers

Change second paragraph to read: "Whereas employees may find difficulties in transportation at night, it is agreed that taxi vouchers will be provided, on the individuals request, to employees required to work until 10:00 p.m. or before 6:00 a.m."

Delete last paragraph entirely.

13.09 Staff Rooms and Facilities

Add a third paragraph to read: "The University will undertake to provide staff room facilities where none presently exist, and ensure that such facilities are included in any new buildings where employees are required to work."

14.01 Special Leave

The University agrees that leave with pay will be granted to employees for the following reasons:

- 1) Moving. An employee who is moving her/his household furniture and effects may apply for and receive one (1) working day's leave with pay.
- 2) Marriage. An employee who is getting married shall be entitled to receive five (5) working days leave with full pay.
- 3) Adoption. An employee who adopts a child shall be entitled to two (2) weeks leave with full pay. In addition, she/he may apply for and receive a leave of absence without pay for a period of up to six (6) months.
- 4) Domestic Crisis or Illness in the Family. An employee may apply for and receive up to five (5) days leave with full pay in the case of domestic crisis or illness in the family.

15.01 The Union Label

Employees will be permitted to use the Union Label and to wear Union pins, badges, stickers, etc.

16.01 Court Duty

An employee who is called for jury duty or is summonsed shall continue to receive her/his regular rate of pay.

19.03 Changes - Not Technological

DELETE

*The whole of Article 19 to be researched and rewritten.

21.01 Tuition Waiver

On completion of the probationary period, an employee shall be entitled to take or audit U.B.C. credit or non-credit courses. The tuition shall be free, but the employee shall pay the cost of materials, equipment, or travel associated with the course.

This benefit shall also be available to part-time employees who work 17½ or more hours per week.

21.04 Courses During Working Hours

Change "per year" to "per term".

21.06 Graduate Studies

DELETE

23.01 Employee Files

The last sentence of the article to be amended to read: "Should the accuracy of an entire document or part thereof be disputed and successfully grieved, said document, or part thereof, shall be removed from all files and destroyed."

24.02 Working Conditions

Rewritten to read: "It is understood that adequate heat control (including air conditioning where adequate natural ventilation does not exist), noise control, washroom facilities, lighting, and space between employees are necessary to the wellbeing and health of employees. If, in the opinion of the majority of staff members in a particular working area, conditions are dangerous to an employee's health or wellbeing, the employee(s) may refuse to work under such conditions without loss of pay, benefits, or seniority until the situation has been corrected. The employee(s) shall be returned to their original position(s)."

24.05 Consultation

Add (c) Where a change is considered in the location of work areas or in working procedures the employees concerned must be consulted before any change may begin.

24.06 Lighting

Being researched

26.02 List of Statutory Holidays

Add "Floating Personal Holiday" to the list.

26.05 University Holidays

- a) Same.
- b) The University Holidays shall include: the February mid-term break and those working days which fall between Boxing Day and New Year's Day (December 27, 28, 29, 30, and 31st, 1976).
- c) As (b) in the current contract.

26.06 Effect of Modified Work Week

Under study.

27.02 Vacation Schedule for First Incomplete Year

Change one and one-quarter (1¼) to: "one and one-half (1½)".

27.03 Vacation Schedule for Second Calendar Year

DELETE

27.04 Vacation Schedule

Employees shall receive an annual vacation with pay on the following basis:

- Four (4) weeks during and from the second (2nd) calendar year.
- Five (5) weeks during and from the fifth (5th) calendar year.
- Six (6) weeks during and from the eighth (8th) calendar year.

Commencing with their eleventh (11th) calendar year of service, employees shall receive two (2) additional days of annual vacation with pay for each additional year of service.

Rates of pay for vacations shall be those which the employee would have received is she/he had worked or the following, which ever is greater:

- First to fourth years - 8% of gross income for the calendar year.
- Fifth to seventh years- 10% of gross income for the calendar year.
- Eighth to tenth years - 12% of gross income for the calendar year.

Regular pay will be made at the time vacations are taken and adjustment to percentage pay (if greater) made within thirty (30) days of the end of the calendar year.

27.05 Accumulation or Carry-Over of Vacations

Make the first paragraph (a), then add paragraph (b):

Further, commencing with the second (2nd) calendar year, employees shall be entitled to bank one (1) week vacation entitlement per year for a period of up to six (6) years - i.e. six weeks vacation entitlement. Such banked vacation may be taken in conjunction to any existing vacation entitlement in the year during which the employee chooses to take vacation, subject to articles 27.04, 27.06, 27.07 and 27.08.

27.06 Vacation Flexibility

Delete "subject to section 3 of this article" since section 3 no longer exists.

27.09 Termination

An employee terminating her/his employment shall receive her/his vacation entitlement less any actual vacation time taken, subject to Article 33.07.

27.12 Paycheques

Employees may, upon giving fifteen (15) calenday days prior notice, receive, five (5) days preceeding commencement of their vacation, any cheques which would normally fall due during the period of their vacation.

27.13 No Loss of Vacation Entitlement Due to Illness or Injury

Where an employee is eligible for sick leave while she/he is on vacation, illness or injury occuring during such time shall be tabulated against the employee's sick leave, rather than vacation entitlement. Their pay shall not be altered unless and until the accumulated sick leave is exhausted.