

# Association of University and College Employees

LOCAL No. 1 (U.B.C.)

March 6, 1978

## CONTRACT BULLETIN NO.5

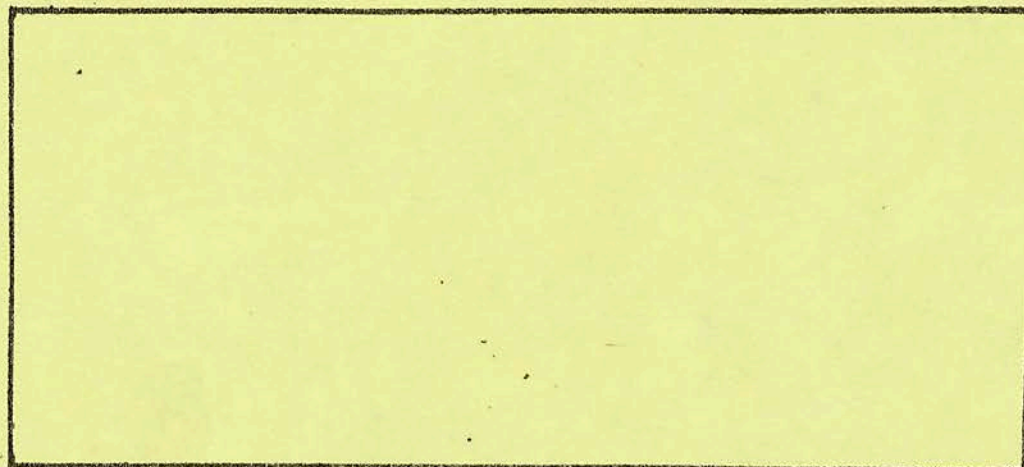
TO: ALL MEMBERS

FROM: THE CONTRACT COMMITTEE

On Friday, February 24, 1978, the Contract Committee notified the University in writing of AUCE's intent to begin negotiations for our fourth contract. Four days later, on February 28th, our Union Organizer delivered by hand our contract proposals to the University. At the same time we received a letter in response to our communication of the 24th. In that letter Robert Grant acknowledged our desire to begin negotiations and also informed us that Jane Strudwick would represent the University at the bargaining table as their chairperson. Grant said that he would have Strudwick "contact you to arrange a suitable time and place." As of the typing of this bulletin - Monday evening, March 6th - we have as yet not heard from the University, but we do expect to hear from them shortly. At such time negotiations can begin in earnest.

What this bulletin contains are the proposals which you, the membership, ratified in our recent referendum ballot. Last year there were ninety-two proposals from our side of the table and several items which the University wanted re-negotiated. This year's number of approximately thirty is a manageable number which allows the Contract Committee some necessary flexibility. The Committee decided not to release the actual number of votes on each proposal. We felt there was nothing to gain by such an action and we feel that our bargaining position could possibly suffer by releasing the figures. But, overall, the Committee possesses no "great" feelings one way or the other. This tentative - and tactical - decision could be changed at the next General Membership Meeting to be held in IRC 2 on Thursday, March 16, 1978 from 12:30 to 2:30 pm.

The proposals on the referendum ballot were of a general nature. The Contract Committee took the wording of those items passed and turned them into tentative contract language. The word "tentative" should be stressed as the wording will change during the course of negotiations. Furthermore, it must be stressed that the Committee will be bringing back information and re-worked and re-worded proposals throughout negotiations and that the membership has the final say on each proposal. With that in mind, what follows are this year's contract proposals - proposals ratified by you, the membership.





ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES

LOCAL NO. 1 (U.B.C.)

PROPOSED AMENDMENTS TO THE COLLECTIVE AGREEMENT

Submitted to the University Tuesday, February 28, 1978

3.06 Student Assistants

The term "student assistant" shall mean any full-time student who is enrolled at the University and works no more than 10 scheduled hours in any one week.

Such student assistants may work more than 10 hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "replacement" shall not apply to terminations or severances.

Such student assistants are outside the certification.

A student who is hired to regularly work more than 10 scheduled hours per week shall be considered an employee as defined in Article 3.01.

Student assistants performing duties normally done by employees bound by this agreement shall be paid at the minimum hourly rate of the pay grade for the appropriate classification, as outlined in this agreement.

3.07 Retirement

Employees shall normally retire on the last working day of the month in which their sixty-fifth (65th) birthday occurs, however, retirement shall be optional at any time after the fifty-fifth (55th) birthday.

All employees, upon retirement from the University:

- (a) shall receive a lifetime University Library card, renewable yearly;
- (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;
- (c) shall be entitled to the use of University facilities as per Article 13.06.

An employee who continues in her/his position with the University after the age of sixty-five (65) shall continue to receive all the rights and privileges provided in this agreement.



#### 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. During such period, the probationary employee shall be provided adequate instruction and training and given maximum opportunity to demonstrate ability to perform the basic job requirements.

#### 5.05 Contracting Out

It is agreed between the University and the Union that:

- (a) the University shall not contract out services or work except when the University does not have the equipment necessary to provide the required work;
- (b) no employee shall be laid off, suffer a reduction in classification, or have recall withheld because of contracting out;
- (c) 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;
- (d) the Union will be informed and consulted in each instance of contracting out.

#### 7.02 Full-Time Leave of Absence

A leave of absence without pay will be granted to any employee who has been elected to a full-time office or position in the Union or an organization to which the Union is affiliated.

Any employee so elected must give one (1) month notice to the University. Further leave may be granted by mutual consent.

Seniority shall accumulate during such employee's leave of absence. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans.

Upon return to work, the employee shall be placed in her/his former position.

#### 9.01 Human Rights

The University and the Union agree that there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or sexual orientation, marital status, medical handicap, or whether she/he has no children, in particular, that there shall be no such discrimination in terms of hiring, promotion, wages, discipline or dismissal.



## 9.02 Personal Rights

The University and its representatives agree that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee and that the performance of such work shall be the sole evaluation of each employee. Employees will not be required to do any work of a personal nature for the employer or representatives of the employer. The employees agree that they will not act in any way which would interfere with the normal work requirements.

## 19.05 Retraining

- (a) Employees who have become redundant, or who have received notice of layoff, due to technological change, shall be eligible for retraining to equip them for the operation of such new equipment and procedures.
- (b) An employee may choose not to accept such retraining, in which case the involuntary transfer/layoff procedure shall be followed.
- (c) (i) An employee who has received notice of layoff because of technological change, shall, upon request, be placed in any coincidentally vacant position in either the same pay grade or a higher pay grade provided that she/he has the qualifications and skills to meet the requirements of the position after a three (3) month on-the-job training period.
  - (ii) In the event the employee cannot qualify for such a position, or if such a position is temporarily unavailable, upon request, she/he shall be placed in a coincidentally vacant position in the next lower pay grade provided that she/he has the qualifications and skills to meet the requirements of the position after a three (3) month on-the-job training period.
  - (iii) An employee who has been placed in a vacant position in a lower pay grade in accordance with Article 19.05 (c) (ii) shall be eligible for retraining, both on and off the job, in order to acquire the skills necessary for eventual return to positions in the original pay grade. The form of this retraining shall be agreed upon between the Union and the University, and the cost borne by the University.
  - (iv) Where an employee can meet the qualifications and requirements of a position in her/his original pay grade, she/he shall have the right of automatic return to any vacant position in the original pay grade, provided that there is no employee on the recall list with more seniority who is eligible for recall to a position of that classification.
- (d) Notwithstanding the operation of Article 19.05 (c), the employee shall remain on the recall list for her/his original classification for one (1) year, (provided that the classification has not been discontinued at the University.)



### 21.01 Tuition Waiver

On completion of the probationary period, a continuing full-time employee shall be entitled to take or audit one three unit credit course per session to a maximum of six units per year.

Non-credit courses or credit courses other than three-unit courses may be substituted, one at a time, to the equivalent of the above in fees. Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to a continuing part-time employee who works more than seventeen and one-half (17½) hours per week.

### 22.03 Hiring Policy

- (a) The University shall fill vacancies from within the bargaining unit, providing employees are available with the required minimum qualifications, before hiring new employees.
- (b) Applicants for posted vacancies shall be appointed on the following basis: where more than one applicant meets the basic ability and qualifications requirements, the applicant with the most seniority shall be awarded the position.

### 22.04 Promotion

- (a) Definition: The movement of an employee from one position to another in a higher pay grade.
- (b) Salary Adjustment: The employee's salary shall be adjusted to the appropriate pay grade at the same step as previously applied.

### 22.07 Temporary Promotion

An employee who, on the request of the department head, agrees to temporarily assume any of the duties specific to a higher classification, or temporarily replaces another employee in such higher classification, shall be paid at the minimum of the pay grade for the appropriate classification or the next higher step in the pay grade for the appropriate classification which provides an increase.

The higher pay rate shall apply for the period so worked, providing this period is at least one (1) complete shift of seven (7) hours.

Such temporary promotion shall be for a period no longer than three months duration.

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



23.01 Employee Files

Add to present wording:

"A document shall be considered inaccurate if it contains any falsehood, omission or unsubstantiated claim or interpretation which might give a misleading impression of the employee or her/his work."

26.02 List of Statutory Holidays

Add: Easter Sunday

26.03 Compensation for Statutory Holidays Falling on Scheduled Days Off

When a statutory holiday other than Easter Sunday falls on the regular day off of an employee, she/he shall choose to be granted an equivalent time off without loss of pay or to be paid at regular rates. The time at which the time off is taken is to be determined by mutual agreement between the Department and the individual employees.

~~27.03~~ Vacation Schedule for Second Calendar Year

27.06 Vacation Flexibility

Other than in the first (1st) incomplete year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to her/him to take any time within that calendar year. The time of vacation is to be determined by mutual agreement between the Department and the individual employee.

28.02 Work Day and Work Week

- (a) The employees in each department or library division, under the guidelines of this Article, shall set their own work hours, provided this does not interfere with the performance of job duties.
- (b) as in present agreement
- (c) as in present agreement
- (d) Employees may work 7 3/4 hours per day, 5 days per week and receive one week off with pay for each ten (10) weeks so worked.



28.05 Shift Work

ADD to (a) Weekend Shift shall be defined as an employee's regularly scheduled work hours worked on a Saturday or Sunday.

(b) Shift Differential (Inconvenience Pay)

Employees working on a shift basis shall receive a pay differential as follows:

Thirty-three (33) cents per hour for each hour worked on the evening shift.

Thirty-three (33) cents per hour for each hour worked on the weekend shift.

Fifty (50) cents per hour for each hour worked on the night shift.

Evening or night shift worked on a weekend shall be paid at the combined applicable shift differentials.

(c) (i) and (ii) as in present agreement

(iii) There will be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the beginning of the next. A shift worker's weekend or days off in lieu of a weekend shall be at least 48 consecutive hours off-duty. This may vary upon the mutual consent of the employee and the supervisor concerned.

(iv) and (v) as in present agreement.

(d) as in present agreement

(e) as in present agreement

29.08 Voluntary Overtime

Overtime shall be on a voluntary basis except in emergencies. Insofar as possible, overtime will be divided equally among employees where they are qualified to perform the available work in their job classification, except in emergencies.



30.02 Compassionate Leave

- (a) In the case of death in the immediate family, an employee shall be entitled to three (3) full working days with pay upon notification to the department head.

This leave may be extended up to a further seven (7) days with pay by the Director of Employee Relations. Such leave will not be charged to other accrued time off.

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, next-of-kin, or any person for which the employee is executor or considered to have primary responsibility.

- (b) As in present agreement
- (c) As in present agreement.

30.03 Pension Plan, Group Life Insurance and Disability Insurance

- (a) Participation in these plans shall be voluntary, i.e. no employee shall be required to join any of these plans, nor shall any employee be denied participation in any of these plans.
- (b) An employee shall have the option of withdrawing from any or all of these plans at any time.
- (c) Upon such application for withdrawal the University agrees to refund to the employee, within thirty (30) days, all contributions with interest.
- (d) Upon request, the University agrees to provide the Union any statistical and other relevant information at its disposal pertaining to the Pension Plan, Group Life Insurance and Disability Insurance.

30.04 Daycare

- (a) paragraph as in present agreement
- (b) Employees with daycare duties shall be allowed either to work a four (4) day week as in Article 28.02 (c) (ii), or to have up to five (5) hours off per week. Such time off would be made up by the employee concerned during that work week.

30.05 Medical and Dental Plans

- (a) The employer shall pay one hundred percent (100%) of the monthly contribution to the Medical and Dental Plans.
- (b) (c) (d) as in present agreement
- (e) Coverage under the Dental Plan shall be 80% of dental bills.



30.06 Sick Leave

(a) (b) (c) and (d) as in present agreement

(e) Sick Leave Entitlement

Less than 3 months seniority (including probation) - one week at 100% salary.

Three months but less than one year - four weeks at 100% salary, twelve weeks at 75% salary, then ten weeks at 60% salary.

One year but less than five years - twelve weeks at 100% salary, then four weeks at 75% salary, then ten weeks at 60% salary.

Five years or more - twenty-six weeks at 100% salary.

(f) (g) (h) (i) (j) and (k) as in present agreement.

30.07 Maternity Leave

(a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. 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. Six (6) months following her return to work, the employee shall be paid the difference of the benefits received and the employee's monthly salary.

(b) as in present agreement.

30.09 Temporary Employee Benefits

Temporary employees shall receive all the rights and privileges of this agreement except as noted below:

(a) and (b) as in present agreement

(c) Maternity Leave (Article 30.07) as in present agreement (d)

(d) Compassionate Leave (Article 30.02) as in present agreement (e)

(e) Vacation Entitlement (Article 27) as in present agreement (f)

(f) Layoff (Article 34) as in present agreement (g)



33.06 Disciplinary Action/Employee Files

Upon request any document shall be removed from an employee's files and destroyed by her/him 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.

33.07 Notice of Resignation

If an employee resigns, fifteen (15) working days notice will be given in writing prior to the date of termination. The employee shall receive any cheque due including vacation pay on her/his last working day. In the event that less than ten (10) working days notice is given, the employee will be entitled to her/his vacation pay of 4% of gross earnings less any actual vacation she/he has taken. Vacation entitlements banked from the previous year shall be paid at the employee's full rates.

An employee may rescind her/his resignation without penalty up to three (3) working days after giving notice.

34.05 Layoff Procedure

ADD (d) to wording in present agreement

No employee with more than five (5) years of seniority shall be laid off.



36:02 Wage Rates

Monthly Rates of Pay

<u>Pay Grade</u>	<u>Step 1</u> <u>Start</u>	<u>Step 2</u> <u>1 Year</u>	<u>Step 3</u> <u>2 Years</u>	<u>Step 4</u> <u>3 Years</u>	<u>Step 5</u> <u>4 Years</u>	<u>Step 6</u> <u>5 Years</u>
I	912	942	972	1002	1032	1062
I (Intermediate)	952	982	1012	1042	1072	1102
II	992	1022	1052	1082	1112	1142
II (Intermediate)	1032	1062	1092	1122	1152	1182
III	1092	1122	1152	1182	1212	1242
III (Intermediate)	1132	1162	1192	1222	1252	1282
IV	1192	1222	1252	1282	1312	1342
V	1274	1304	1334	1364	1394	1424
VI	1362	1392	1422	1452	1482	1512
VII	1450	1480	1510	1540	1570	1600

(It is understood that hourly rates shall be 1/152 of monthly rates.)

Increment Policy

- (a) The service periods in the headings of the tables refer to service in the bargaining unit, except as provided in Article 22.06.
- (b) In addition to the above, employees shall receive \$10 per month for each five years of service completed after the fifth.
- (c) Increments will be paid automatically on July 1 of each year. An employee must have completed three (3) months of service at the University to qualify for an increment.

ERRORS OR OMISSIONS EXCEPTED.



**36.03 Cost of Living Adjustment**

For the purpose of this agreement:

- (a) "Consumer Price Index" refers to the "Consumer Price Index-Vancouver" all items (1971=100) published by Statistics Canada.
- (b) "Consumer Price Index Base" refers to the Consumer Price Index for the month previous to the relevant calculation period.

Effective June 30, 1978, an adjustment equal to 1% of salary for each 1% increase in the Consumer Price Index for the three month period preceding the date of adjustment shall be added to and form part of the regular rates of pay of those classifications for which AUCE is the certified bargaining agent.

Such adjustments shall be made on a quarterly basis (i.e., June 30, 1978, September 30, 1978, December 31, 1978 and March 31, 1979). The adjustment shall be pro-rated for increases in the Consumer Price Index of less than 1% and for fractional increases in the Consumer Price Index greater than 1%.

Should the Consumer Price Index in its present form and on the same basis as the Consumer Price Index Base become unavailable, the Parties shall attempt to adjust this Section or, if agreement is not reached, request Statistics Canada to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date.

In the event Statistics Canada does not issue the Consumer Price Index on or before the applicable adjustment date, any adjustment required will be made during the first pay period after publication of the Consumer Price Index, retroactive to the applicable adjustment date. No adjustment shall be made because of any revision which may later be made in the published Consumer Price Index. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no adjustment.



UNION PROPOSAL.

February 28, 1978

26.05 University Holidays

- (a) A University Holiday is defined as any day other than a Saturday, Sunday or General (Statutory) Holiday on which the University is officially closed. The rate of pay for University Holidays shall be that which the employee would have received if she/he had worked.
- (b) The University Holidays shall include those working days which fall between Boxing Day and New Year's Day (i.e. December 27, 28, 29, 30 and 31st).
- (c) An employee who works on a University Holiday shall choose either to receive an extra day's pay at the regular rate for her/his regular hours of work, as defined in Article 28 (Hours of Work), or to take one day off, with pay, at the regular rate for her/his regular hours of work, at a mutually convenient time.