

February 16, 1976

Mr. W. L. Clark
Ass'T Director of Personnel & Labour Relation
The University of British Columbia
UBC Campus
Vancouver, B. C.
V6T 1W5

Dear Mr. Clark:

1. Lay-Off -- Re: Coffee Room Attendant
From I. R. C.

The Union feels the University has violated the ARTICLE 19.06 and 19.04 of the Collective Agreement. Subject to ARTICLE 19.04, the Union did not receive three month's notice of intention to introduce automation, equipment or procedures which has resulted in the displacement of Jenny Properzi and Dorothy Gardner of Food Services Department in the I.R.C. Building. As for ARTICLE 19.06, persons laid off in the above case did not receive three month's notice or pay in lieu of notice.

2. Lay-Off -- Mrs. Joan Knight and
Mr. Conrad King

The University has violated ARTICLE 5.03 of the Collective Agreement as stated in the article in question. The University failed to advise the Union in writing written five working days before that two members of the A.U.C.E. Union have been laid off.

3. Trial Period for Transfer-Promotion
ARTICLE 34.07

Miss June Humphrey, working in the Registrar Office, received a notice of termination of employment while being on a transfer of position. The Union would like to remind the University that such action is contrary to ARTICLE 34.07 which

state that such employee shall be returned to her/his former position or to one of equal salary range.

4. Job Postings

The University is not complying with the Job Postings, ARTICLE 34.01 of the Collective Agreement. Mr. Jeff Hoskins, previously employed in the Housing Dept., has been on the temporary recall list since December, 1975 as a Clerk I. He wishes to be informed why the University is hiring from outside the bargaining unit while he is still on the recall list, and also why some positions are filled before the five days minimum posting. The Union will also like to receive an answer re Mr. Jeff Hoskins queries.

5. Recall, ARTICLE 34.09

The Collective Agreement states that an employee who has been laid off shall expect recall to a job of the same classification in order of seniority. Such employee should go on a training period for two months. If she/he finds the job unsatisfactory or is unable to display sufficient ability to perform the job satisfactorily, she/he shall be returned to the recall list. In the case of Mr. Jeff Hoskins, this procedure has not been followed and the Union wishes to have a direct reply re the above matter.

6. Lay-Off, ARTICLE 34.08

The Union failed to understand why the University is not complying with the Lay-Off article in the case of Mrs. Joan Knight and Mr. Conrad King. Certainly the employees mentioned are not the persons with the least amount of seniority in the classification they are in, and, therefore, they should have never been advised of lay-off. We hope the University will rectify this situation immediately and advise the Union according to ARTICLE 34.08(B) of the Collective Agreement.

The above cases are a few of the University's misunderstandings of the Collective Agreement and the Union now advises the University to rectify the situation as soon as possible.

In conclusion, ARTICLE 1.01 states that no employee shall be required or permitted to make a written or verbal agreement with the University or its representative which may conflict with the term of this agreement. The Union believes that "The University" means the Board of Governors and "its representatives" meaning the Personnel Department, "i.e., Mr. W. L. Clark." For these reasons, the Union does not acknowledge any Lay-Off or notice of termination received to date, as official if they are not authorized by the Personnel Department.

Yours truly,

Marcel Dionne, Chairperson
A.U.C.E., Local #1