



association of university and college employees

# CONTRACT BULLETIN #2

June 1, 1982

Dear member,

The following is the second in a series of contract bulletins from your Contract Committee. This bulletin will deal with Article 4.01 (Probationary Employees) and Article 22 (Promotion, Transfer, Job Postings and Selection).

The overall effect of the University's proposed changes to these articles will be:

- increased harassment on the job and weakened job security;
- reduction of temporary promotions; and
- weakened ability of temporary employees to become permanent.

## Article 4.01

The University's changes would allow a supervisor to keep an employee on indefinite probation. It would also punish employees for using benefits they are entitled to by extending their probation each time a benefit is used. For example, if an employee is sick for four days of her/his probation period, probation would be extended for four days. The wording "continuous service" could be interpreted two ways:

- a) A temporary employee would not be considered as having gone through her/his probationary period unless she/he had worked in one position for 66 continuous days.
- b) An employee who is off work for two days could in fact be put on probation for another 66 days in order to make it "continuous service of 66 worked days."

Our contract as it presently stands allows for a probationary period of 66 days of accumulated service. An employee is only subjected to one probation period based on accumulated service. Temporary employees would be considered as having gone through their probation period after working at UBC for 66 days in total.

### University's proposed change:

A probationary employee shall mean a new employee serving a trial period to determine suitability. Continuous service of sixty-six (66) worked days shall constitute this probationary period. This probationary period may be extended upon notification of the Union by the University.

### AUCE contract:

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

## Article 22.01

The University's proposed changes reflect its present practice of filling only vacancies which it decides to fill. The present wording in our contract does not allow for this practice. It clearly states ALL vacancies must be posted and therefore the Union's position is that they must be filled. The proposed wording allows the University to carry on its practice of freezing positions and thereby increasing the workloads of the remaining staff. Our present wording is already weak because



there is no requirement for the University to inform or be answerable to the Union when it freezes positions. The University proposal would wipe out any job security we might have in our present article.

University's proposed change:

When the University intends to fill vacancies for continuing and sessional positions, notice of the vacancy shall be posted on all...

AUCE contract:

All vacancies for continuing and sessional positions shall be posted ...

Article 22.02

The University's proposed change will restrict the right of employees, particularly temporary employees, to apply for job vacancies. If the proposed changes to Article 4.01 were signed in conjunction with the following changes it would be impossible for a temporary employee to apply for a permanent position on campus unless she/he worked in one position continuously for 66 days.

University's proposed change:

- (a) Any employee who has successfully completed the probationary period may apply for any posted vacancy.

AUCE contract:

- (a) Any employee shall have the right to apply for any posted vacancy.

Article 22.03

The University's proposed change allows the employing department to use subjective or any other criteria in deciding whether to accept an individual's application after the five day limit. It is the Union's position that this proposal could be used in a discriminatory manner.

University's proposed change:

ADDITION to the end of Section (a): Employees who apply after the five (5) day posting period may be considered at the discretion of the employing department.

AUCE contract:

- (a) The University shall fill vacancies from within the bargaining unit, providing employees are available with the required minimum qualifications before hiring new employees.

Article 22.06

The University's proposal is a clean-up of our present wording and will make this article consistent with Article 22.08 in regard to wording.

Article 22.07

The University's proposed wording will allow a supervisor to assign junior employees portions of a senior employees job without compensation. Our present job descriptions are inadequate and vague making it difficult if not impossible in many cases to determine which are principal duties. This proposal could also result in increased workloads. If a senior employee went on vacation, leave, etc., instead of hiring a replacement, a department head could request junior employees



to take over only portions of the senior employee's job. This would allow most of the work to get done at no cost to the University and possible a saving.

University's proposed change:

An employee who, on the request of the department head, agrees to temporarily assume the principal duties specific to a higher...

The University has deleted the following from Article 22.07:

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

AUCE contract:

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.

Article 22.08

The University's proposed changes would punish an employee for using benefits provided for in our agreement. If an employee took vacation or sick leave, etc. her/his probation period would be extended that many days. (6 days leave = 6 days extension of orientation period).

The phrase "unsuitable" allows for subjective interpretation by the supervisor concerned. That is, if a supervisor disliked an employee she/he could deem that employee "unsuitable". As our contract presently reads, a supervisor must use OBJECTIVE criteria, i.e. she/he must prove the employee is unable to meet the basic job requirements of the position.

The University would like to change "former salary range" to "former classification". This would restrict the ability of our members to choose another position within the same classification as their promotions. For example, an L.A. 1 who is presently being paid at Step 5 or 6 is promoted to an L.A. 11. During her/his orientation period she/he finds the job unacceptable. She/he could presently choose another L.A. 11 because it would be within her/his former salary range. Under the University's proposed changes she/he would be unable to do this and would have to return to an L.A. 1 position. She/he would also be required to provide two weeks notice in order to change positions or be locked into the new one.

University's proposed change:

When promoted or transferred, the employee shall be on an orientation period for sixty-six (66) worked days. If the employee is found to be unsuitable for the job, or if the employee finds the job unsatisfactory, she/he shall be returned to a vacant position of her/his choice in her/his former classification. The University and/or the employee must give two (2) weeks notice of intention to remove the employee from her/his current position. If no vacancies exist in the employee's former classification, the employee will be returned to her/his former position. In this case, two (2) weeks notice must be given to the former department by the employee concerned.



AUCE contract:

When promoted or transferred, the employee shall be on an orientation period for three (3) months. If an employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to a vacant position of her/his choice in her/his former salary range. If such a position is not available, she/he shall be returned to her/his former position.

Article 22.09

Article presently reads 6 months. The University would like to change this to twelve months.

AUCE contract:

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If the employee is transferred back to a position in the bargaining unit with six (6) months, she/he shall begin accruing seniority from the level in effect before....

Kitti Cheema (Publicity)  
on behalf of the Contract  
Committee, 1982.

I would like to thank all those people who came forward to help me put out the last bulletin. Without you it may not have come out. Thank you.