



SPECIAL MEMBERSHIP MEETING

MONDAY

APRIL 14, 1986

OLD AUDITORIUM 12:30-2:30

THIS SPECIAL MEETING IS BEING CALLED IN ORDER FOR THE CONTRACT COMMITTEE TO PRESENT THE UNIVERSITY'S FINAL OFFER OF SETTLEMENT OF THE CURRENT CONTRACT. THERE WILL BE A FULL DISCUSSION OF THE TERMS OF SETTLEMENT FOLLOWED BY A VOTE. PLEASE ATTEND.

Attached are the terms of settlement tentatively agreed to by the Contract Committee and the University. These terms are subject to ratification by the Membership. We have only included those sections where there are actual changes in the wording, and in some cases you will have to compare with the old contract to fully understand the meaning of the change. In some cases where the changes are insignificant we have summarized. All of these changes will be fully explained at the Special Meeting. To summarize briefly for the purpose of clarity, these are the major changes and terms: the first section relates to the University's proposal on relief employees; previous letters of agreement on contracting out and sexual harassment become a permanent part of the contract; promotion and temporary promotion will mean a minimum increase of \$50.00/mo.; an article on video display terminal safety; changes that protect us from the amendments to the Employment Standards Act: 27.07, 28.02, 30.07, 34.07; an immediate 1% increase; an immediate \$200 lump sum payment; another lump sum payment of \$100 in December; paygrade adjustments for Clinical Secretaries, Buyers and Theatre workers; reduction of incremental steps from six to three, which increases the amount of money between the steps, and decreases the length of time it takes to get to the top step, but also includes special rate adjustments for paygrades 5, and 7 to 11; the contract will expire March 31, 1987; the arbitration on non-payment of increments will not be pursued.

3.04 Temporary Employees

a) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of less than three months duration, except by mutual agreement of the parties or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion.

b) and c) as is, d) deleted

d) Temporary employees will not have rights under the provisions of Article 19 - Technological, Automation and Other Changes. Should temporary employees be laid off prior to their termination date due to technological change, the procedure to be followed will be Article 34.05 c).

e) At no time shall the number of temporary employees on assignment exceed 2% of the total number of members in the bargaining unit. This percentage refers to full-time equivalents and will be calculated monthly and reported to the Union.

f) All temporary employees accrue seniority from date of hire, as per Article 32.02, and can apply for any posted vacancy, as per Article 22.02.

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

(Article 30.09 of the current agreement inserted here, as amended:)

i) = 30.09 a)

ii) Statutory Holidays (Article 26)

Temporary employees shall receive pay for statutory holidays on a pro-rata basis according to the number of hours worked in the previous month, providing they are on active assignment and have not reached the termination date of that assignment. Temporary employees who work fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.

iii) Medical and Dental Appointments (Article 30.06)

Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Temporary employees who are working on assignments of less than 35 hours per week shall be exempt from this benefit.

iv) Maternity Leave (Article 30.07)

Temporary employees shall be exempt from this benefit, until they

have accumulated sixty-six (66) days of service. Any payment by the University with respect to maternity leave will be pro-rated according to the average number of hours worked per month in the year prior to the maternity leave.

v) Compassionate Leave (Article 30.02)

Temporary employees shall receive pay for compassionate leave on a pro-rata basis according to the number of hours worked in the previous month, providing they are on active assignment and have not reached the termination date of that assignment.

vi) = 30.09 f)

vii) Layoff (Article 34)

The termination date assigned to a temporary employee under Article 34.03 b) will be honoured unless two (2) weeks notice, or two (2) weeks pay in lieu of notice, is given.

viii) Sick Leave (Article 30.06)

Temporary employees shall be exempt from this benefit until they have accumulated sixty-six (66) days of service, in which case they shall receive the benefit in accordance with Article 30.06 e).

34.05 Layoff Procedure

c) When a temporary employee reaches her/his termination date and no coincidental temporary vacancy is immediately available, the employee shall be laid off and placed on the recall list.

34.06 Recall Procedure

m) At the end of each assignment, temporary employees shall be recalled in order of seniority to temporary assignments within their classification provided they meet the qualification requirements of the position. They will not be recalled to positions at lower classifications where this can be avoided. Subject to Article 32.04 b), a temporary employee has the right to refuse recall to a temporary assignment without being removed from the recall list.

30.05 Medical and Dental Plans

b) iii) After sixty-six (66) days of accumulated service, all temporary employees shall be eligible to participate in the Dental Plan as outlined in i) above, provided they work a minimum of seventeen and one half (17 ½) hours per week.

c) iii) After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Extended Health Plan as outlined in i) above.

5.05 Contracting Out

as is, with the incorporation of the letter of agreement on page 57 of the current contract as 5.05 f)

9.04 Sexual Harassment - the letter of agreement on page 56 becomes Article 9.04

22.04 Promotion

b) Salary Adjustment: The employee's salary will be moved to the first step in the new pay grade which provides an increase of at least fifty dollars (\$50.00).

22.07 Temporary Promotion

as is in the current contract, except that the employee temporarily promoted 'shall be paid at the first step on the new pay grade which provides an increase of at least fifty dollars (\$50,00).

24.09 Video Display Terminals

a) Employees who operate video display terminals are entitled to work ten minutes away from the terminals during every two hours of continuous operation.

b) Pregnant employees will not be required to operate video display terminals if they so request. If arrangements cannot be made with the employee's department for placement in an alternate position to comply with such a request, then the pregnant employee will be offered suitable temporary assignments in accordance with Article 3.04 or, if she does not want such assignments, a leave of absence without pay for the time remaining to the commencement of maternity leave. In addition, the employee may apply for other positions in accordance with Article 22. Employees for whom an alternate position is found will be paid at the rate of pay for that position. Upon return from maternity leave, the employee will be entitled to involuntary transfer in accordance with Article 34.05 to a position in the classification she occupied when she invoked the provisions of this section.

c) The University agrees that problems relating to the quality standards and ergonomics of video display terminals and their operation will be dealt with under Article 24 of the collective agreement.

Article 27 Vacations

27.01 - delete 'For the purposes of this Article, day shall mean seven (7) working hours', and then wherever days or weeks are mentioned in 27.02, 27.03, 27.04, and 27.05 specify the number of hours: eg. 'one and one-quarter (1¼) working days (8 3/4 hours)', or 'Three (3) weeks (105 hours)'.

27.03 Vacation Schedule for Second Calendar Year

insert at the beginning of the article the phrase 'Subject to Article 27.07...'

27.07 Vacation Scheduling

as is with the following addition:

Employees will not be required to take their vacations in periods of less than one week's duration.

28.02 Work Day and Work Week

a) as is, with the addition:

All employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 29.02.

b) and c) as is

d) Minimum Hours of Work

i) An employee who reports for work as required by the employer but is not required to start is entitled to a minimum of two (2) hours pay, except as provided for under Article 29.07.

ii) Once an employee commences work, she/he shall receive a minimum of four hours pay, unless she/he is unfit to perform her/his duties, or she/he has failed to comply with the Industrial Health and Safety Regulations, in which case she/he is only entitled to pay for the period worked.

iii) An employee who is also a student who reports for work under this agreement on a day in which she/he attends school is entitled to a minimum of two (2) hours pay, whether or not work commences.

29.02 Authorization for Overtime Paid

as is except for change of title, and the following addition:

Overtime will be worked only when the Department Head or designate has requested that overtime be worked.

30.06 Sick Leave

as is with the following amendments:

b) i) Where an employee is absent through illness, she/he must report by telephone or otherwise to her/his Department Head or designate as early as possible, normally by starting time on the first day away.

ii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.

iii) Upon return to work, the employee will be required to complete a standard 'Proof of Illness' form provided by the University.

e) i) insert hours: 'one and one quarter (1¼) days (8 3/4 hours)' and '152 days (1,064 hours)'

j) deleted

30.07 Maternity Leave

a) In case of pregnancy an employee is entitled to a leave of absence without pay of eighteen (18) weeks. If eligible she shall receive the benefits of the applicable provisions of the Unemployment Insurance Act. Upon request the employee shall be granted up to three (3) months additional leave of absence without pay (Article 30.01), subject to extension upon application to the Personnel Services Department:

b) If birth occurs or pregnancy is terminated before a request for maternity leave is made, the employee will be granted up to six (6) weeks leave upon medical certification of such event.

c) Upon return to work the employee shall be reinstated in her former position according to Article 30.01, with all increments to wages and to benefits to which the employee would have been entitled had the leave not been taken. If her former position has been discontinued, then she will be entitled to the provisions of Article 34.05.

d) An employee on maternity leave may maintain coverage on the following plans by providing post-dated cheques to the Benefits Section of Personnel Services for her share of the following premiums/contributions:

Medical Plan

Dental Plan

Extended Health Plan

Group Life Insurance Plan

Long-Term Disability Plan

Pension Plan

e) An employee on maternity leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for one (1) month, as per Article 30.01. Sick leave and vacation credits do not accrue during maternity leave.

f) as per 30.07 b) of the current contract

30.08 Continuing Part-Time Employee Benefits

remains as is in the current contract, but is moved to follow existing text of Article 3.02

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, to a maximum of twenty-one (21) months.

34.03 Termination Dates

b) A temporary employee shall, at date of hire or recall, be assigned a termination date which is normally less than three (3) months from date of hire, except by mutual agreement of the parties, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion.

34.07 Notice

a) Notice of Layoff

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, and
- ii) employees with five (5) years service who will receive five (5) weeks notice or five (5) weeks pay in lieu of notice, and
- iii) employees with six (6) years service who will receive six

- (6) weeks notice or six (6) weeks pay in lieu of notice, and
 iv) employees with seven (7) years service who will receive seven (7) weeks notice or seven (7) weeks pay in lieu of notice, and
 v) employees with eight (8) or more years of service who will receive eight(8) weeks notice or eight (8) weeks pay in lieu of notice.

Calculation of pay in lieu of notice will be based on the employee's average weekly wage for the last two (2) months worked. Overtime will not be included in the calculation of the employee's weekly wage.

e) The Union shall be notified in writing at the same time as the employee concerned.

f) The period of notice shall not coincide with an employee's vacation (Article 27.14).

35.03 Grievance Procedure

All grievances, except those which begin at Step 3, must be initiated within thirty (30) calendar days of occurrence of the action being grieved, or from first knowledge of grounds for a grievance.

a) as is, except delete the first sentence

c) Upon notification of the University Labour Committee by the Union Grievance Committee of its intention to proceed to Step 3, the parties will have thirty (30) calendar days in which to meet and attempt to resolve the grievance. Following this meeting, the University will have ten (10) working days to respond in writing to the grievance. From receipt of this University response, the Union will have ten (10) working days to signify in writing its intention to invoke the arbitration procedure as set out in section 35.04.

Proviso, p. 52 of current contract deleted

Letter of Agreement re. Arbitration - deleted

Letter of Agreement re. Training - renewed

Letter of Agreement re. Involuntary Transfer - renewed

Letter of Agreement re. Sexual Harassment - see 9.04

Letter of Agreement re. Staff Rooms - deleted

Letter of Agreement re. Downgrading - deleted

Letter of Agreement re. Contracting Out - see 5.05

Wages

The following two wage schedules will come into effect Mar. 31, 1986 (at 11:59 pm.), and July 1, 1986 respectively. The first schedule includes a 1% wage increase and paygrade adjustments for three classifications: Clinical Secretaries, Buyers, and senior Theatre workers. The second schedule reduces the increments from six steps to three steps, and includes special rate adjustments for paygrades 5, and 7 to 11. The method by which the increments are reduced is described in the Letter of Agreement re. Incremental Increases.

36.01 Pay Grades and Wages (Mar. 31, 1986, 11:59 pm.)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<u>Pay Grade 1</u>						
Clerk 1	1274	1302	1332	1360	1390	1419
Library Assistant 1	8.38	8.57	8.76	8.95	9.14	9.34
Data Control Clerk 1						
Bindery Operator 1						
<u>Pay Grade 2</u>						
Secretary 1	1332	1360	1390	1419	1451	1483
Data Entry Operator Trainee	8.76	8.95	9.14	9.34	9.55	9.76
Printing Operator 1						
<u>Pay Grade 3</u>						
Clerk 2	1390	1419	1451	1483	1515	1546
Clinical Office Assistant 1	9.14	9.34	9.55	9.76	9.97	10.17
Library Assistant 2						
Staff Room Attendant						
Data Control Clerk 2						
<u>Pay Grade 4</u>						
Secretary 2	1451	1483	1515	1546	1579	1611
Clinical Office Assistant 2	9.55	9.76	9.97	10.17	10.39	10.60
Data Entry Operator						
Junior Costume Assistant						
Junior Stage and Lighting Assistant						
Bindery Operator 2						
Printing Operator 2						
Typesetter 1						
Layout & Paste-up Assistant						
<u>Pay Grade 5</u>						
Secretary 3	1483	1515	1546	1579	1611	1642
	9.76	9.97	10.17	10.39	10.60	10.80
<u>Pay Grade 6</u>						
Clerk 3	1546	1579	1611	1642	1675	1706
Senior Data Control Clerk	10.17	10.39	10.60	10.80	11.02	11.22
Senior Data Entry Operator						
Library Assistant 3						
Clinical Office Assistant 3						
Typesetter 2						
Clinical Secretary 1						
<u>Pay Grade 7</u>						
Costume Assistant	1611	1642	1675	1706	1738	1770
Properties Assistant	10.60	10.80	11.02	11.22	11.43	11.64
Stage and Lighting Assistant						
Computer Operator Trainee						
Secretary 4						
Printing Operator 3						
Word Processing Coordinator						

Pay Grade 8

Library Assistant 4
 Clinical Secretary 2
 Programme Assistant
 Data Entry Supervisor
 Administrative Clerk
 Data Control Supervisor
 Editorial Assistant
 Secretary 5
 Word Processing Supervisor

1706	1738	1770	1802	1834	1865
11.22	11.43	11.64	11.86	12.07	12.27

Pay Grade 9

Buyer 1
 Library Assistant 5
 Assistant Programmer
 Costume Specialist
 Properties Specialist
 Stage and Lighting Specialist

1865	1898	1929	1961	1993	2025
12.27	12.49	12.69	12.90	13.11	13.32

Pay Grade 10

Buyer 2
 Computer Operator

2025	2057	2089	2121	2152	2185
13.32	13.53	13.74	13.95	14.16	14.38

Pay Grade 11

Buyer 3
 Senior Computer Operator

2185	2216	2248	2281	2312	2344
14.38	14.58	14.79	15.01	15.21	15.42

36.02 Pay Grades and Wages (July 1, 1986)

Job Title	A	B	C
<u>Pay Grade 1</u>			
Clerk 1	1302	1360	1419
Library Assistant 1	8.57	8.95	9.34
Data Control Clerk 1			
Bindery Operator 1			
<u>Pay Grade 2</u>			
Secretary 1	1360	1419	1483
Data Entry Operator Trainee	8.95	9.34	9.76
Printing Operator 1			
<u>Pay Grade 3</u>			
Clerk 2	1419	1483	1546
Clinical Office Assistant 1	9.34	9.76	10.17
Library Assistant 2			
Staff Room Attendant			
Data Control Clerk 2			

Pay Grade 4

Secretary 2	1483	1546	1611
Clinical Office Assistant 2	9.76	10.17	10.60
Data Entry Operator			
Junior Costume Assistant			
Junior Stage and Lighting Assistant			
Bindery Operator 2			
Printing Operator 2			
Typesetter 1			
Layout & Paste-up Assistant			

Pay Grade 5

Secretary 3	1546	1611	1675
	10.17	10.60	11.02

Pay Grade 6

Clerk 3	1579	1642	1706
Senior Data Control Clerk	10.39	10.80	11.22
Senior Data Entry Operator			
Library Assistant 3			
Clinical Office Assistant 3			
Typesetter 2			
Clinical Secretary 1			

Pay Grade 7

Computer Operator Trainee	1675	1738	1802
Secretary 4	11.02	11.43	11.86
Printing Operator 3			
Word Processing Coordinator			
Costume Assistant			
Properties Assistant			
Stage and Lighting Assistant			

Pay Grade 8

Library Assistant 4	1802	1865	1929
Clinical Secretary 2	11.86	12.27	12.69
Programme Assistant			
Data Entry Supervisor			
Administrative Clerk			
Data Control Supervisor			
Editorial Assistant			
Secretary 5			
Word Processing Supervisor			

Pay Grade 9

Buyer 1	1961	2025	2089
Library Assistant 5	12.90	13.32	13.74
Assistant Programmer			
Costume Specialist			
Properties Specialist			
Stage and Lighting Specialist			

Pay Grade 10

Buyer 2	2121	2185	2249
Computer Operator	13.95	14.38	14.80

Pay Grade 11

Buyer 3	2282	2345	2410
Senior Computer Operator	15.01	15.43	15.86

Duration

The contract will expire on March 31, 1987.

Note: the increment rates are as shown.

Increment Policy

Employees who are hired or promoted on or after July 1, 1986 will be paid incremental increases on the first of the month following their anniversary dates of appointment to the position.

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

Letter of Agreement re. Incremental Increases

It is agreed that, to accomodate the transition from the former increment policy to the one agreed to by the parties in this collective agreement,

1. on July 1, 1986, employees in Paygrades 1, 2, 3, 4 and 6 will be moved as follows: employees at Step 1 will be moved to Step A, employees at Steps 2 and 3 will be moved to Step B, employees at Steps 4 and 5 will be moved to Step C, and employees at Step 6 are moved to Step C and will receive a lump sum payment of \$50.00.
2. on July 1, 1986, employees in Paygrades 5, 7, 8, 9, 10 and 11 will be moved as follows: employees at Steps 1 and 2 will be moved to Step A, employees at Steps 3 and 4 will be moved to Step B, and employees at Steps 5 and 6 will be moved to Step C;
3. on July 1, 1986, newly-hired employees will be hired at Step A;
4. all employees who have been in the same paygrade since July 1, 1986 on Steps A and B will be moved to Steps B and C respectively effective July 1, 1987;
5. all employees who have been in the same paygrade since July 1, 1986 and are on Step B as of July 1, 1988, will be moved to Step C effective July 1, 1988.

There will be a \$200.00 lump sum payment, pro-rated for part-time staff, to be paid to all staff of record as of the date of signing of the Memorandum of Agreement. This will be paid to monthly staff on April 30, 1986 and to hourly staff on May 7, 1986.

There will be a lump sum payment of \$100.00, pro-rated for part-time staff, to be paid to all staff of record as of October 31, 1986. This will be paid to monthly staff on November 30, 1986, and to hourly staff on December 5, 1986.

Duration

The contract will expire on March 31, 1987.

Note: the increment arbitration will be dropped.