



association of university and college employees

# CONTRACT BULLETIN #1

May 1, 1982

Dear Member:

The following is the first in a series of bulletins from your contract committee.

Each bulletin will outline portions of the University's proposals for our next contract. An explanation of their effect on you, the membership will also be provided.

Your comments, suggestions and assistance will be welcome and appreciated.

In light of the announced layoffs of 161 support staff, faculty, and T.A.'s it is only appropriate to begin with the University's proposed changes in the layoff, notice and involuntary transfer procedures.

Due to the economic conditions not only in B.C. but the rest of Canada, future layoffs at U.B.C. are not only likely but inevitable, no matter what wage increase AUCE members get. The fact is, this process has already begun with the layoff of 46 CUPE members (45 of whom are women) and the recently announced layoffs of 161 faculty, T.A.'s and support staff.

The contract proposals presented by the university are designed to further decrease the rights of AUCE members in this area and to enable the university to impose further layoffs with greater ease and less resistance from AUCE members. For example, article 34.04 of our present contract handles layoff in such a way that layoff can only be used as a last resort, when other means such as involuntary transfer and bumping rights are exhausted. That is, as long as job openings exist staff are guaranteed jobs unless they are at the bottom of the seniority list. Once an employee has been involuntarily transferred she/he is secure in their job. There is nothing in our contract which specifically allows for such an employee to be put on probation or orientation. Since the MINIMUM requirements have already been met, because involuntary transfer only occurs within one's own classification, any job within that classification is available to the employee.

The University's proposals to article 34.04 will in effect discourage employees from taking the involuntary transfer option because of the tremendous social pressure on the individual not to put someone else out of a job. The "choice" the university is offering is really no choice at all. These proposals are also a means of getting the University off the hook so to speak by making layoffs "voluntary".

The University's proposed changes to article 34.05 will further restrict our members rights when bumping is required. That is, once an employee "chooses" involuntary transfer and wishes to exercise seniority rights, she/he can only do so IF she/he meets the SPECIFIC requirements of the job. They will then be subjected to a further orientation period. IF the supervisor deems the employee unable to meet the requirements of the job, the employee will end up where they started - LAY OFF. The onus is also on the employee to inform the University of their desire to invoke this procedure with seven days notice. If the employee is unaware of this clause, they will lose their right to involuntary transfer.

TAGGART Janet Lee  
Catalogue Records  
Library Processing Centre

#### 34.04 INVOLUNTARY TRANSFER PROCEDURE

The University is proposing to delete section (a) as it now stands and to replace it with the following sections (a) and (b):

- (a) An employee may elect to be laid off rather than undertake the involuntary transfer procedure. Intention to invoke involuntary transfer shall be given in writing by the employee to the Employee Relations Department within seven (7) calendar days of receipt of notice of involuntary transfer.
- (b) If involuntary transfer is invoked by the displaced employee, then she/he will be transferred to a position within the same classification which is coincidentally vacant during the period of notice of involuntary transfer.

Our present section (a) reads as follows:

(a) NO LAYOFF SHALL TAKE PLACE WHEN IT CAN BE AVOIDED BY TRANSFERRING THE DISPLACED EMPLOYEE TO A POSITION IN THE SAME CLASSIFICATION WHICH IS COINCIDENTALLY VACANT DURING THE PERIOD OF NOTICE OF INVOLUNTARY TRANSFER.

#### 34.05 LAYOFF PROCEDURE

(a) Continuing employees:

The University has proposed an addition to section (a) (i) and a new section (a) (ii). The University's proposal is underlined below:

- (i) When the position of a continuing employee is discontinued and no coincidental vacancy occurs during the period of notice of involuntary transfer, the employee with the least amount of seniority in the classification shall be laid-off and the incumbent of the position discontinued shall be involuntarily transferred to the resulting vacancy providing the employee meets the specific qualification requirements of the position. The employee shall give seven (7) calendar days notice of her/his intention to displace another employee. Those who choose not to displace other employees shall be placed on the recall list.
- (ii) An employee who displaces another employee and is, within thirty (30) calendar days, unable to meet the requirements of the position, shall be placed on the recall list.

(b) Sessional employees:

The University has proposed an addition to section (b) (ii) and a new section (b) (iii). The University's proposal is underlined below:

- (ii) When the position of a sessional employee is discontinued before termination date, she/he shall be involuntarily transferred to a coincidental vacancy among sessional positions. Failing such a vacancy, she/he shall be transferred to a continuing or temporary vacancy in the same classification. Failing any vacancy, the sessional employee with the least seniority in the same classification shall be laid-off and the displaced employee shall be transferred to the resulting vacancy, providing the employee meets the specific qualification requirements of the position. The employee shall give seven (7) calendar days notice of her/his intention to displace another employee. Those who choose not to displace other employees shall be placed on the recall list.
- (iii) An employee who displaces another employee and is, within thirty (30) calendar days, unable to meet the requirements of the position shall be placed on the recall list.

The University's proposed changes to article 34.07 (Notice) are an inclusion of Section 42 of the Employment Standards Act. The changes are indicated as underlined below:

34.07 NOTICE

- (a) 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, or
  - (ii) employees who, because of continuous service with the University, are entitled to more than one (1) month's notice as per the current Employment Standards Act.

Layoffs and job security are of great concern to the AUCE membership. It is the Unions duty and responsibility to protect the membership from the effects of these layoffs. The way negotiations can do this is by restricting the ability of the University Administration to layoff individuals at will and to protect our seniority rights. Our contract as it PRESENTLY STANDS is weak and accepting the University's proposals will weaken it further, to the point where what little job security exists from seniority rights will also be eliminated.

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