

Association of University and College Employees

Following is a summary of the respective positions on the issues covered in the July 12th and 13th Mediation sessions:

UNION POSITION

UNIVERSITY POSITION

3.04(d) Temporary Employee

- University proposal withdrawn

5.05 Contracting Out

- "consulted" dropped
- amended to "informed within a week in each instance of contracting out."

- "quite happy" with present wording which withholds from AUCE information that would enable us to ensure observance of this clause.

6.03 Collection of Dues

- willing to substitute "8th" for "5th" in present wording
- this clause presently the subject of a grievance concerning inadequate information on the list

- agreed to in previous negotiations but now Univ. experiencing payroll deadline difficulties
- no Univ. decision-maker available between July 12 - 17.

7.01 Contacting at Work

- no change

- Univ. wants Dept. Heads notified of contact so that "strange faces" in Dept. are explained
- bureaucratic nightmare notwithstanding, only AUCE strangers might be identified.

7.02 Full Time Leave of Absence

- amended to more closely resemble language in CUPE contract, i.e. "... elected or selected to fill full time office or position in the Union or any body to which the Union is affiliated."

- Strudwick said "the University has to reject."

7.03 Short Term Leave of Absence

- no change

- Univ. refuses to recognize representatives of Union who are not elected.

7.05 Pay for Union Negotiators

- OTEU has 4 cont. on payroll for approx. 35
- CUPE " 5 " " " " " 1700
- IUOE " 2 " " " " " 26
- AUCE " 4 " " " " in present negotiations

- Univ. unwilling to have its present practice go into the agreement

9.01 Human Rights

- alternate wording proposed to provide for consultation in case of medical/physical handicap, in an attempt to:
 - a) eliminate misconceptions concerning abilities of the handicapped
 - b) eliminate use of handicap itself as reason for not promoting without first objectively determining whether or not handicap would prevent employee from meeting basic job requirements
- legislation exists in Canada at both the Federal and Provincial levels (& in the U.S.) which requires employers to make reasonable accommodation for handicapped employees

- no comment
- alternate wording rejected

UNION POSITION

UNIVERSITY POSITION

13.09 Staff Rooms and Facilities

- no change
- Library Staff Room Arbitration award received on July 17
 - a) reinstates attendant immediately
 - b) determines that contract supersedes Univ. 'self-supporting' policy

- relying on 1950's policy which would allow Univ. to close rooms not breaking even or making profit

16.01 Court Duty

- present wording amended as follows:
 - (a) An employee who is called for Jury Duty or as a subpoenaed witness shall continue to receive her/his regular pay *for the days on which she/he would otherwise have worked.*
- Signed by Union and Univ. July 17, 1978

17.01 Picket Lines

- no change

- Univ. wants to insert word 'legal' (a picket line is considered legal until declared otherwise by the LRB)

21.01 Tuition Waiver

- present wording amended as follows:
 - ... a continuing full-time employee shall be entitled to tuition waiver *to take or audit....*
- Signed by Union and Univ. July 17, 1978

22.01 Job Postings

- present wording amended to incorporate letter of understanding which requires Univ. to post all vacancies of 3 or more months duration with the exception of Leave of Absence, including Maternity Leave
- Signed by Union and Univ. July 17, 1978

MOVED BY THE CONTRACT COMMITTEE:

- that AUCE Local 1 hold a referendum strike vote.