

Association of University and College Employees

LOCAL No. 1 (U.B.C.)

4 December 1975

The Board of Governors
The University of British Columbia

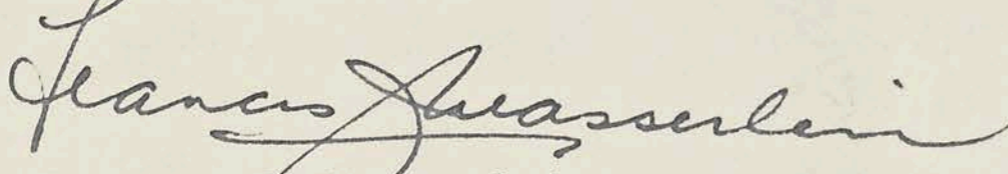
Since we last met with the University it has come to our attention that the Board may misunderstand our position on the outstanding articles of our proposed contract, and our willingness to negotiate these items.

The purpose of this brief is to present the position of the membership of The Association of University and College Employees, Local 1, and to urgently request a meeting to discuss these with you at your earliest convenience.

You may leave a message for us at the Union Office (224-5613 or 224-4212) setting a time and place for such a meeting.

Sincerely,

For and on behalf of the Contract Committee
A.U.C.E. Local #1



Frances J. Wasserlein

Dale McAslan (Chairperson)
Richard Martin
Mary Woodsworth
Suzanne Lester
Marcel Dionne
Robert Gaytan

cc. The Personnel Department, U.B.C.
The Vancouver Sun
The Province
CBC Radio
CKWX

A BRIEF TO THE BOARD OF GOVERNORS OF THE UNIVERSITY OF BRITISH COLUMBIA
FROM THE CONTRACT COMMITTEE OF A.U.C.E. LOCAL #1, U.B.C.

4 December 1975

ARTICLE 3. DEFINITION OF EMPLOYEES
Section 6. Student Assistants

The term "student assistant" shall mean any full-time student who is enrolled at the University and works no more than ten (10) scheduled hours in any one week. Such student assistants may work more than ten (10) hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "replacement" shall not apply to terminations or severances. Such student assistants are outside the certification. A student who is hired to regularly work more than ten (10) scheduled hours per week shall be considered an employee as defined in Section 1 above. Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate as outlined in this agreement.

The Union wishes to have reference to the rate of pay for Student Assistants. This is in line with the Labour Relations Board ruling on interpretation of the first collective agreement setting the rate of pay for student assistants at the base hourly rate of the previous (i.e. first) collective agreement.

ARTICLE 5. UNION SECURITY
Section 5. Contracting Out

(Original Proposal) The University agrees that work normally done by employees covered under this agreement will not normally be contracted out. Where this is necessary, the Union must be consulted and in agreement.

(Proposal should there be no agreement regarding "Student Assistants") Any persons performing duties normally done by employees bound by this collective agreement shall be paid at the base rate for the appropriate classification as outlined in this agreement (Article 36).

ARTICLE 10. UNION MEETINGS

The University agrees to allow employees a two- (2) hour lunch from twelve-thirty (12:30) p.m. to two-thirty (2:30) p.m. on the second Thursday of every month to attend a Union meeting. Where it is necessary to keep offices or libraries open during this period, special arrangements will be made upon mutual consent of the Department Head and steward involved.

The recently expired collective agreement provides for one Union meeting every other month. The membership feels that in order to preserve the democratic structure of the Union it is necessary to hold these meetings every month.

ARTICLE 13. GENERAL
Section 10. Staff Rooms and Facilities

The University and the Union agree that existing staff rooms and facilities will continue to be maintained at the present level of service for the term of this agreement.

It is understood that staff rooms and facilities that serve food and beverages will be expected to operate as self-supporting entities from revenues received from sales as far as expenses for consumables and labour costs are concerned. However, any deficit that does occur will be absorbed by the University.

If existing staff rooms and facilities are required for other purposes because of space requirements, comparable facilities will be made available before such existing staff rooms or facilities are used for other purposes.

The Union has proposed deletion of the second paragraph of the above article provided the University presents to us a proposal which would demonstrate recognition of the principle of paternity leave (Article 30. Section 8.)

ARTICLE 30. BENEFITS
Section 8. Paternity Leave

Leave of absence for two weeks with no loss of pay shall be granted for paternity leave. All employees returning from paternity leave shall return to their former positions. Seniority shall accrue and there shall be no loss of benefits during paternity leave. Upon request, an additional leave of absence without pay for two (2) weeks shall be granted.

Although we have indicated flexibility in requesting that the University present us with a counter-proposal, the University has said that they disagree in principle with paternity leave and cannot discuss this issue.

ARTICLE 26. STATUTORY HOLIDAYS
Section 4. Pay for work on Statutory Holidays

An employee who works on a Statutory Holiday shall choose either to be paid at the rate of double time plus a day off with pay at the regular rate for her/his regular hours of work, as defined in Article 28. Hours of Work, or to receive an equivalent time off with pay or equivalent pay (e.g., three (3) working days off or triple time pay).

The Union is proposing triple time pay for work on statutory holidays, which is in line with many other agreements in the province, e.g. C.U.P.E. Local 116 (U.B.C.); B.C.G.E.U., Master Agreement; A.U.C.E. Local #2(S.F.U.) and Local #4 (Capilano College); C.U.P.E. Local 2158 (Malaspina College).

ARTICLE 27. VACATIONS
Section 4. Vacation Schedule

- a. Employees shall receive an annual vacation with pay on the following basis:

Three (3) weeks during the second (2nd) calendar year;
Four (4) weeks during the fifth (5th) calendar year;
Five (5) weeks during the seventh (7th) calendar year.

Commencing with their eighth (8th) calendar year of service, employees shall receive one (1) additional day of annual vacation with pay for each additional year of service.

Rates of pay in each of the above cases shall be those which the employee would have received if she/he had worked.

For computation of vacation entitlement, employees shall be deemed to be in their second (2nd) calendar year on January 1st if they have had service immediately preceding that date.

- b. All employees shall be entitled to additional vacation time for any working days which fall between Boxing Day and New Year's Day. Where essential services must be maintained the requirements shall be met on a voluntary basis. Where an insufficient number of volunteers obtains the requirements shall be met by reverse order of seniority. Employees who work during this period shall be entitled to an equivalent number of days to be added to their annual vacation entitlement for the following year.
- c. Where an employee's vacation entitlement increases as a result of this article, the employee shall be entitled to carry over such increase to the following year.

This is our bargaining position as authorized by the membership at the November 20, 1975 general membership meeting. This is a very important item to our membership.

ARTICLE 28. HOURS OF WORK
Section 5. Shift Work. Sub-section b. Shift Differential (Inconvenience Pay)

Employees working on a shift basis shall receive a pay differential of one dollar on their hourly rate for each hour worked on evening and night shifts.

Some of our members on shift work are earning 5 or 10% of their hourly rate while others doing exactly the same work are earning only 25¢ or 44¢ per hour. We are seeking an equitable adjustment.

Related issues are shift changes without proper notice and overtime for shift workers.

ARTICLE 29. OVERTIME
Section 1. Definition

b) Overtime for continuing part-time employees and for temporary and sessional employees who work on a part-time basis is that time worked in excess of 35 hours per week.

Section 3. Overtime Worked on a Weekend

Compensation for overtime worked on a weekend shall be paid at triple an employee's hourly rate, except where such overtime runs contiguous with an employee's regularly scheduled hours, in which case the overtime premium shall be paid at two times the regular hourly rate, including shift differential if it applies.

Section 4. Overtime Worked on a Statutory Holiday

Where an employee works more than her/his regular work day on a statutory holiday or a day granted in lieu thereof, that employee shall be paid according to Article 26, Section 4, for the regular work day, and double that rate thereafter.

Section 5. Time Off in Lieu of Overtime

Employees who work overtime may request time off in lieu of overtime pay. An employee who is to receive compensating time off shall be given compensating time off equivalent to the number of hours for which she/he would have been paid for the overtime so worked. Time off will be taken at a time mutually agreeable to the employee and the Department Head. Upon request to the Department Head, the employee may have accumulated time off reconverted into the correct overtime pay. Such requests shall not be unreasonably denied.

Section 8. Voluntary Overtime

The employer shall endeavor to keep overtime to a minimum and must meet requirements on a voluntary basis. Overtime work shall be divided equally, insofar as possible, among the employees in the department or library division who are willing to perform the work that is available within a reasonable time.

The major difficulty with these items has been the University's unwillingness to negotiate monetary issues.

ARTICLE 30. BENEFITS
Section 1. Leave of Absence Without Pay Sub-section e. Paid Holiday while on Leave of Absence without Pay

Where a paid holiday falls within a period of leave of absence, the employee shall receive pay for that holiday provided the employee has earned wages for at least fifteen (15) days during the last thirty (30) days.

It is the Union's understanding that this benefit is provided for under the provisions of the General Holidays Act.

ARTICLE 30. BENEFITS
Section 6. Sick Leave

- a. No employee shall be terminated, laid off, lose seniority or benefits because of illness.
- b. Entitlement to sick leave for any period of illness shall be as follows:

LESS THAN THREE (3) MONTHS (includes probation and temporary employees): one (1) week at one hundred percent (100%) salary.

THREE MONTHS BUT LESS THAN ONE YEAR: four (4) weeks at one hundred percent (100%), twelve (12) weeks at seventy-five percent (75%) salary, then ten (10) weeks at sixty percent (60%) salary.

ONE YEAR BUT LESS THAN FIVE YEARS: twelve (12) weeks at one hundred percent (100%) salary, then four (4) weeks at seventy-five percent (75%) salary, then ten (10) weeks at sixty percent (60%) salary.

FIVE YEARS OR MORE: twenty-six (26) weeks at one hundred percent (100%) of salary.

- c. After an employee has exhausted her/his sick leave entitlements as stated above for any period on continuous illness, the benefits of the long term disability plan of this agreement apply, in accordance with the terms of that plan.
- d. Absence of one-half day for medical or dental appointments shall not be deducted from an employee's sick leave credits nor shall any pay be deducted. There shall not normally be more than an average of one-half (1/2) day per month for this purpose. Excessive use of medical or dental appointments may require medical or dental certificates.

(Similar plans are in operation at Simon Fraser University and Capilano College)
This plan is an alternative to more conventional sick leave plans in that it provides real insurance in the event of illness.

ARTICLE 36 -- WAGES

The University and the Union agree to establish an appropriate and fair weighting scale for financial reward with regard to mental effort as compared to physical effort, and clerical skills as compared to technical skills.

It is agreed that the rates of pay set forth in Schedule "A" hereto attached shall prevail and continue during the term of this Agreement.

SCHEDULE "A"

Pay Grades and Classifications:

PAY GRADE 1	Clerk I L.A. I Secretary I Steno I Data Control Clerk Keypunch Operator Trainee
PAY GRADE 2	Clerk II L.A. II Secretary II Steno II Data Control Clerk III Keypunch Operator Equipment Operator Junior Theatre Assistant
PAY GRADE 3	Clerk III L.A. III Secretary III Senior Data Control Clerk Senior Keypunch Operator Stack Attendant Computer Operator Trainee Theatre Assistant Senior Equipment Operator
PAY GRADE 4	Clerk IV L.A. IV Secretary IV Program Assistant Keypunch Supervisor Stack Supervisor Senior Theatre Assistant
PAY GRADE 5	L.A. V Assistant Programmer Computer Operator
PAY GRADE 6	Senior Computer Operator Senior Buyer
PAY GRADE 7	Chief Computer Operator Assistant Supervisor of Operations

The restructuring of the wage scale as presented above is of paramount importance to the membership. Our purpose in presenting this is to correct the injustices of the present wage scale structure, where neither promotion nor length of service with the University are monetarily recognized.

The Union cannot tolerate a wage scale structure which perpetuates these injustices.

It is illogical that jobs with similar required qualifications and work of equal value should be compensated at differing rates.

ARTICLE 36. WAGES Schedule "A" continued.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Pay Grade 1	827	847	867	887	907	927
Pay Grade 2	907	927	947	967	987	1007
Pay Grade 3	987	1007	1027	1047	1067	1087
Pay Grade 4	1067	1087	1107.70	1129.70	1151.70	1173.70
Pay Grade 5	1151.70	1173.70	1195.70	1217.70	1239.70	1261.70
Pay Grade 6	1239.70	1261.70	1283.70	1305.70	1327.70	1349.70
Pay Grade 7	1327.70	1349.70	1371.70	1393.70	1415.70	1437.70

Annual Increment Policy: An employee must have completed three (3) months of service in order to qualify for an increment. Increments will be paid automatically on July 1st each year.

The above is the Union proposal authorized at a general membership meeting 2 December 1975, replacing the original proposal.

While it is a considerable reduction from our original proposal the membership feels that it can still speak to the major issue, that is, the restructuring of the wage scale.

May we also direct your attention to the "Status of Women Report" which was initiated by the University two years ago and which has yet to be implemented by the University, that is, "equal pay for work of equal value."

OTHER ITEMS STILL AT ISSUE ARE:

ARTICLE 13. GENERAL
Section 11. Change of Domicile

Employees who are changing their place of residence shall be allowed leave with pay not exceeding one day for the purpose of moving their household.

ARTICLE 28. HOURS OF WORK
Section 3. Meal Period and Relief Period

- a. Employees shall be allowed to take one (1) continuous period for meals of not less than thirty (30) minutes and not more than one (1) hour in any shift. The time and duration of the meal period shall be the employee's decision providing that departmental requirements are met.

In the instance that a meal period or single continuous meal period is inconvenient or undesirable to the employee, other arrangements may be made by mutual agreement between the employee and the Department Head. It is to be understood that this provision is not to result in a shorter work day on a regular basis.

It is to be further understood that this is an unpaid meal period and the University shall recognize the employee's right to enjoy this period without interruption.

ARTICLE 28. Hours of Work

Section 3. Meal Period and Relief Period (Cont'd)

- b. Employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one normally to be taken during the first half of any shift, and the other normally during the second half of any shift. Other arrangements may be made by mutual agreement between the employee and the Department Head, but this provision is not intended to result in a shorter work day on a regular basis.

Section 5. Shift Work. Sub-section c. Scheduling Provisions.

- c. Any employee given less than one (1) weeks notice of a shift change shall be paid at overtime rates (as per Article 29) for all hours worked on the changed shift, up to one week from the date of notice. Shift change shall include any change in hours of work, including changes within any given shift category (e.g. a change from 2:00 p.m./10:00 p.m. to 3:00 p.m./11:00p.m. shall constitute a shift change).

The employee shall choose whether to take the pay or time off in lieu of pay. The time at which the time off is taken is to be determined by mutual agreement between the Department Head and the individual employee.

- d. Overtime for Shift Workers

Employees working on a shift basis will be paid overtime according to Article 29. Where such overtime runs contiguous with an evening or night shift, the hourly rate for computation of overtime will include the proper shift differential from the shift just completed.

ARTICLE 30. BENEFITS

Section 4. Daycare

The University agrees to implement the recommendations of the President's Ad Hoc Committee on Daycare.

Section 5. Medical and Dental Plan. Sub-section a.

The employer shall pay sixty percent (60%) of the monthly contribution to the Medical and Dental plans.