

AUCE LOCAL 1 - SPECIAL MEMBERSHIP MEETING

March 3, 1977

AGENDA

1. Contract Committee Report (10 minutes) Ian Mackenzie & Margie Wally
2. Amendments to Contract special newsletter (5 min.) Jeff Hoskins
3. Introduction to Priorities (5 minutes) Margie Wally
4. Job Security Issues (15 Minutes) Jeff Hoskins
5. Union Security Issues (10 Minutes) Emerald Murphy
6. Benefits (10 minutes) Jean Lawrence
7. Wages (10 minutes) Ian Mackenzie
8. Joint Strike/Contract Committee Recommendation (10 minutes) Joan Cosar
9. Questions and Discussion (15 minutes)
10. Adjournment

AMENDMENTS TO SPECIAL CONTRACT NEWSLETTER

As noted in the special Contract Edition of Across Campus, some important areas of the contract were not included in the list of comparative positions on outstanding issues. In addition, some positions have changed since that article was written. The following, then, are the errors, omissions and changes from that article:

3.05 Probationary Employees - has been signed as Article 4.01

3.06 Student Assistants

The University has withdrawn their original proposal and now want to retain the clause in the present contract.

5.01 Union Shop

The Union's proposal is that all employees, including non-Union members, should pay dues to the Union. The University opposes non-Union members paying dues. They want to protect the "rights" of those who refuse to join the Union.

6.02 Deduction of Dues - has been signed

13.12 Unspecified Rights and Privileges

In the light of the University's reluctance to agree to such Union suggestions as travelling time for coffee breaks where there are no staff rooms, and their preference to rely on the "informal arrangements" which presently exist, the Contract Committee proposed a clause that would guarantee the "informal arrangements" unless the Union and the University agree to change them. The University termed the clause "the most dangerous article that we could ever agree to."

21.02 Tuition Waiver

The Union has modified our position to one course at a time. The University has dropped their objection to auditing of courses but continue to "offer" only one course per year (less than current contract).

27.05 Accumulation or Carry-Over of Vacation

The University's proposal is the same as the present contract.

27.13 No Loss of Vacation Entitlement Due to Illness or Injury - has been signed

UNION POSITION

UNIVERSITY POSITION

34.01 Job Postings

- all jobs to be posted
- postings to go on Union bulletin boards and others mutually agreed upon

- continuing and sessional jobs only to be posted
- postings to go on Union boards only

34.02 Promotion

- Promotion to be based on seniority among qualified applicants

- promotion to be based on ability, qualifications and seniority

34.04 Temporary Promotion

- Union has agreed to one day requirement for added pay
- assume "any duties" as in present contract

- after Union's agreement, the University opened the question of how much of the duties of the higher classification one must assume to get added pay
- must assume all duties of higher paid job

34.05 Transfer

- transfer based on seniority as in 34.02
- transfers within department (reassignment) to be by mutual agreement

- ability, qualifications and seniority (see 34.02)
- want to reassign at will within a department (the whole library system to be considered one department)

34.08 Layoff, Recall and Involuntary Transfer

- layoffs to be avoided wherever possible by means of involuntary transfer to a coincidental vacancy (the employee whose job is discontinued goes to a vacancy in the same classification)
- the employee whose job is discontinued to have the choice of available vacancies
- copy of the recall list to be sent to the Union every month
- one month notice of layoff to all employees
- one month notice of involuntary transfer; may be waived with consent of employee
- sessional employees to be recalled to original jobs in order of seniority

- the University wants to layoff employees with termination dates except after "one year of unbroken service"
- no choice
- no response
- two weeks notice for temporary employees
- no notice of involuntary transfer
- sessional employees to be recalled jobs regardless of seniority

34.10 Reduction of Classification (Demotion)

- no demotion without the consent of the employee concerned

- want to demote people at will

The Union has worked for a long time to have a provision in the contract that would allow them to object to any change in their classification. The contract now says that if the University changes a classification, the employee has 30 days to object to the change. If the employee does not object, the change is final.

34.08 Accumulation of Sick Leave

The University's policy is to accumulate sick leave in the same manner as the current contract.

34.13 Use of Vacation Extension Due to Illness or Injury - has been agreed

CONTRACT PRIORITIES

On Feb.28/77 the Contract Committee held a meeting to establish what we felt should be the priorities in this current set of negotiations. While all issues are important, the following are proposals which we feel are essential to the Union.

Following are the four major areas of concern encompassing 21 articles of the contract:

1. JOB SECURITY

Article 3.05 Probationary Employee

Article 3.06 Student Assistant

Article 3.07 Temporary Employee

Article 29.01 Overtime (Definition)

Article 29.03 Overtime Worked on a Weekend

Article 29.08 Voluntary Overtime

Article 33.03 Discharge

Article 34.02 Promotion

Article 34.05 Transfer and Involuntary Transfer

Article 34.08 Layoff/Recall

Article 34.10 Demotion

2. UNION SECURITY

Article 5.01 Union Shop

Article 5.05 Contracting Out

Article 5.06 Bargaining Unit Work

Article 10.01 Union Meetings

Article 35.02 Grievance Procedure

3. BENEFITS

Article 27.01 Definition of Terms (Vacations)

Article 27.03 Vacation Schedule for Second Calendar Year

Article 30.06 Sick Leave

Article 30.07 Maternity Leave

4. WAGES

Article 36.02 Wage Rates, Increment Policy

DESCRIPTION OF PRIORITIES

1. JOB SECURITY

(a) Layoff/Recall/Temporary Employee

Article 3.05 Probationary Employee (signed Feb.24/77 as Article 4.01)

Article 3.07 Temporary Employee

Article 34.08 Layoff/Recall

수용자의 업무에 관한 사항

2. UNION SECURITY

- (a) Union Shop/Bargaining Unit Work
 Article 5.01 Union Shop
 Article 5.05 Contracting Out
 Article 5.06 Bargaining Unit Work

The important issues here are: 1. that all bargaining unit employees enjoying the privileges and benefits of the contract be required to pay union dues and assessments, and 2. that the University be allowed to contract work out only in emergency situations and 3. that Faculty and Supervisory staff shall not do our work except those duties necessary to meeting the requirements of their own jobs. CUPE 116 already has such a clause.

- ✓ MOVED THAT the Contract Committee be instructed to negotiate for the requirement that all employees in the bargaining unit pay union dues and assessments as a condition of employment as a priority item.
- ✓ MOVED THAT the Contract Committee be instructed to negotiate for an effective control on the work of our bargaining unit being performed by persons outside our bargaining unit as a priority item.

(b) UNION MEETINGS Article 10.01

The important issue here, of course, is for the broadest possible participation and preservation of democracy in our union. To this end we are asking for a 2 hour lunch meeting every month and 3 special meetings as required. The University insists this is a monetary item while the Union has maintained that it is not since it does not alter the University budget and employees do catch up on the time missed from work.

- ✓ MOVED THAT the Contract Committee be instructed to bargain for monthly two-hour lunch Union meetings as a top priority item.

(c) GRIEVANCE PROCEDURE Article 35.02 (please refer to write-up in newsletter)

The important issue here is preserving the effectiveness of our present grievance procedure without which we would have no effective means of ensuring our contract is abided by. Without an effective grievance procedure all else is mere formality. Initially the University wanted to set time limits as to when grievances could be initiated although it seems they have since backed off from that position. Their most recent proposal seeks to put the onus of time limits entirely on the Union and would also have the effect of extending the time it would take to process a grievance from Step 1 to a meeting of the Grievance/Labour Committee from a maximum of 14 days to 27 days. Almost doubling the time!

- ✓ MOVED THAT the Contract Committee be instructed to negotiate in consultation with the Grievance Committee for a Grievance Procedure at least as effective and expeditious as that in the current contract as a priority item.

3. BENEFITS

(a) Vacations

- Article 27.01 Definition of Terms (Vacations)
 Article 27.03 Vacation Schedule for Second Calendar Year

The important issues here are that the Union maintain the benefit provided for in the current contract under Article 27.01. The University has threatened to reduce this by 1 year (if in 4th calendar year, would become 3rd, etc.). Further, that the University no longer be allowed to discriminate against employees in their 2nd calendar year of employment with regard to vacations. The University maintains that 2nd calendar year employees are not to be trusted (as allowed in the current contract!) although 2nd calendar year employees were quite trustworthy in our first contract.

(b) SICK LEAVE Article 30.06

The important issue here is to improve the sick leave plan by adopting the SFU plan which is more beneficial for long term illness of illness occurring early in employment. At the same time, the SFU experience has shown that the usage is significantly less than the national average of time lost for illness. The University is worried about employees' "natural tendency" to abuse sick leave.

SICK LEAVE (continued)

MOVED THAT the Contract Committee be instructed to continue to negotiate for the SFU sick leave plan as a priority item.

(c) MATERNITY LEAVE Article 30.07

The important issue here is that our present maternity leave provision is being threatened by the UIC as being illegal. So far the University is concurring. Given that this represents a serious erosion to our hard won gains concerning maternity leave, and given that the bearing and raising of children should be a social responsibility for which people are compensated rather than punished, it is essential that we reaffirm our support for our original contract demand.

MOVED THAT the Contract Committee be instructed to continue to negotiate for up to 4 months maternity leave at full pay as a priority item.

4. WAGES Article 36.02

Our wage proposal is for parity between ourselves and technicians on campus who have similar qualifications and perform work of comparable complexity and responsibility. The University has never seriously discussed with us this issue of equal pay for work of equal value. It appears very unlikely that their wage proposal will come anywhere close to meeting ours. Our position is that the 6% they offered last fall still stands. This 6% was based on the old pay scale, and has yet to be either accepted or rejected by us. However, the University is going to put something new in writing soon, so it is essential that we now reaffirm this as our top priority. This is especially true after the statements by both the Government and the University that we should expect even less than the allowable guideline figure.

MOVED THAT AUCE Local One reaffirm its commitment to achieve equal pay for work of equal value at the University of British Columbia, and that, in particular, we reaffirm wages as our top priority in these negotiations.

MOVED THAT the Contract Committee be instructed to negotiate in consultation with the Grievance Committee for a Grievance Procedure at least as effective and expeditious as that in the current contract as a priority item.

MOVED THAT the Contract Committee be instructed to continue to negotiate for equality of vacation entitlement and pay for second calendar year employees as a priority item.

3. BENEFITS

(a) Vacations

Article 27.01V Definition of Terms (Vacations)
Article 27.03 Vacation Schedule for Second Calendar Year

The important issues here are that the Union retains the benefit provided for in the current contract under Article 27.01. The University has threatened to reduce this by 1 year (if in 4th calendar year, would become 3rd, etc.). Further, that the University no longer be allowed to discriminate against employees in their 2nd calendar year of employment with regard to vacations. The University maintains that 2nd calendar year employees are not to be treated (as allowed in the current contract) although 2nd calendar year employees were quite trustworthy in our first contract.

(b) SICK LEAVE Article 30.08

The important issue here is to improve the sick leave plan by adopting the SFU plan which is more beneficial for long term illness of illness occurring early in employment. At the same time, the SFU experience has shown that the usage is significantly less than the national average of time lost for illness. The University is worried about employees' natural tendency to abuse sick leave.