

AUCE Local #2  
GRIEVANCE COMMITTEE REPORT

January, 1977

A number of grievances are beyond the step 4 point and have yet to go to arbitration. It is possible that some of these grievances should go to the Contract Committee rather than to arbitration. A general membership meeting must be held to ask the membership for direction in how they want the various grievances handled. The first general membership meeting in the New Year has been slated for this purpose. A description of the grievances should go out in the Anchor before the matters are dealt with at a general membership meeting.

GRIEVANCE 76-19-A

1. Leave of Absence. This grievance has gone before the general membership at a previous time when it was decided to take the case to arbitration. The people involved in handling the grievance have not had time to work on it until the past month. During the intervening time however the potential cost of handling the case has risen. The justification for the case has also come under question. It is therefore thought that the case should be brought back to the membership for further consideration.

On June 3, 1976, an employee of the library requested a leave of absence as provided for according to article 43 of the contract. The length of the extended leave was to be up to two years. No definite end date for the leave was stated. On June 15, 1976 the request was denied. A grievance was initiated on June 17, 1976.

The reason for the request was because the woman's husband was leaving for the United States to further his education. The length of training could take up to two years. In order to stay with her children and husband she requested the leave. She is very interested in pursuing a career in library work. The family has a home here in Port Moody and has every intention of returning here. She wishes to return to work in the SFU Library.

The University is worried that this leave would set a precedent for long leaves of absence which they feel causes severe administrative problems. The lack of a return date caused the University to feel a lack of commitment on the part of the woman to return to the job. They also feel she has not worked in the position long enough to warrant the leave. She has worked at the University for three years but not in the same position. She took a cut in pay in order to get the job in the Library which is an Library Assistant I position. The University also feels that there would be undue hardship in the area she works by forcing the University to train other temporary people for the position.

There has been a precedent for leave longer than a year already set. The wife of a faculty member was granted one and a half years of leave of absence in order to accompany her husband on Sabbatical. This woman is a secretary and has been at the University a number of years. According to the University she has a greater commitment to the university than does the woman from the Library. The reason a return date was not given was apparently the possibility of returning before two years. At the present time the woman is working in a library near her husband's place of schooling demonstrating that she does wish to work in a library. As for training a string of temporaries to do her job this would not necessary be the case. A person could be hired with a termination date for a period longer than four months.

A letter of agreement for the leave was written up by the University but was not acceptable to the grievor. The reason for her refusal to accept the letter was that it did not give her the right to return to her former position as per article 43.01d of the contract.

At present the woman is in the United States some distance away from Vancouver. If she were required to be a witness at an arbitration hearing it would mean a large added expense to the cost of the hearing. A lawyer is being consulted to determine the validity of the case.

#### GRIEVANCE 76-23A

2. Parking. In the fall of 1976 the University changed the parking system at the University. Many people who previously held reserved parking spots had this privilege removed from them. Article 23.02 of the contract guarantees that a person who held a reserved parking spot and had it removed will get another one at a rate not to exceed the previous paid rate. Some people say that the intent of this article was for when a reserved parking spot was taken over for construction purposes and was not intended to set the system of parking at the University. However, several people from different parts of the campus want reserved parking spaces. At the request of these people a grievance was started to get reserved parking spaces back for them. The resolution of the grievance requested that creation of a reserved staff parking lot the size and location to be determined by mutual agreement between the Union and the University plus the continuation of other parking arrangements some staff may wish to retain. The University does not want to resolve the problem as per the grievance. They wish to stick to what they feel was the intent of the article, i.e., construction, and not the actual wording. This problem can be dealt with through the grievance procedure and arbitration or through the negotiation on our new contract.

#### GRIEVANCE 76-12A

3. Food Services. A food services grievance was started in 1975 when the University reduced the number of outlets without consulting the Union. This grievance was abandoned. In 1976 the University again reduced the number of outlets and another grievance was started. This grievance is still waiting for arbitration. We could pursue this grievance and demand the outlets be re-opened. The consequences of doing this have to be considered carefully. If we win this arbitration the University would probably raise the food prices. Should this grievance be abandoned, pursued or be handled in negotiations?

## GRIEVANCE 76-25A

4. Presently at step 4. Termination. A woman requested a leave of absence for one year for educational and personal reasons. This request was denied and went to grievance. During the strike she decided to abandon the grievance and return to work. The University had already terminated her from the start time of the requested leave. On the day of the return to work after the Poly-Party strike she returned to start work and was told she could not start to work because she had been terminated. Her position had not been filled when the return to work occurred but was filled by someone else at a later date. The Union contends that because she wished to return to work and abandon her leave of absence request that she should have been able to. Especially since the position in which she worked was open when she returned. A second grievance was started asking that she get her old job back plus reimbursement of lost wages. This grievance will probably have to go to arbitration.

## GRIEVANCE 77-26A

5. At step 4 - Termination. A woman who works for the Education Department Extension Program was terminated because of what appears to be a personality clash with her immediate supervisor. Her immediate supervisors change over on an annual basis. She worked in the same position for a year and a half before her present supervisor and was able to do the job required of her. In August of 1976 she was required to go over her supervisors' head when unable to reach them about a local problem. She then phoned her supervisors' supervisor and informed him of the problem so it could be resolved. This apparently angered her immediate supervisor enough that she decided to redefine the woman's job. By clarifying her job description the supervisor removed many duties and responsibilities from the woman that she had carried out previously. Considerable ill feeling followed these moves causing conflict on the job site. The woman was put on probation for a period of four weeks and told to shape up. She feels that she was harrassed and intimidated through this whole period. At the end of the period she was terminated basically for not being able to work well with her immediate supervisor. The Union feels that termination is too harsh a solution in this case. This is especially so when considering the woman is temporary full-time in an on-going position and the supervisors rotate through their positions. Reinstatement and lost wages has been requested as the resolution.

## SECTION 96(1) - TERMINATION

6. Termination. Unfair Labor Practice. A woman has been terminated from a continuing full-time position in the Library. From September 3, 1973 to June 6, 1976 she worked for varying lengths of time in the several different positions in the Library. On September 7, 1976 she was hired as a continuing full-time Library Assistant II but was unable to begin work until October 23, 1976 because of the Poly-Party strike. During some of her time at the University she has been active amongst student assistants trying to get them into the AUCE bargaining unit. On November 15, 1976 she was acclaimed as a shop steward. During illness and vacation periods she assumed some supervisory duties in the Library.

On November 22, 1976 she was terminated. The reason for termination was that she was unable to maintain harmonious working relations with fellow employees. No person in the work area has yet been found who was having problems working with the woman. A meeting was then held between the woman, shop steward, supervisor and a personnel representative. At that meeting the reason for termination was changed to one of a conspiracy. It was claimed by the supervisor that the woman had sent people into the Library to spy on a group of fellow employees and that this information was documented and sent to Personnel. As of yet the Union contends the University has presented no evidence to substantiate either reason for termination.

It is therefore felt that she was terminated for her Union activities. The Union has sent a letter of complaint to the Labor Board as provided for in section 8(4) (c) of the Labor Code. The Union is asking for her reinstatement and lost wages.

This woman was a probationary employee and therefore according to article 13.09 of the Contract she did not have access to the grievance procedure. Her problem was however discussed at a Labor Management meeting with no resolution. Having no further recourse through the contract the Union went immediately to the Labor Board.

#### GRIEVANCE 76-24A

7. Suspension of Benefits. During the Rdy-Party strike in the fall of 1976 the University suspended those parts of our contract which were related to employees being at work. Holidays have to be worked for and they were therefore suspended. A letter of agreement had to be signed between the University and the Union allowing the University to pay 100% of the cost of Insurable Welfare Benefits during the strike and then deducting this same amount when we returned to work. This was done to prevent cancellation of benefits such as life insurance which might leave an employee in a vulnerable position. Article 4.01 (no discrimination for union activity) should protect any union member from losing seniority relative to a "grandfather" who worked during the strike. Article 6.03(h) would seem to prevent the suspension policy as it contravenes article 4.01 and other relevant articles. 6.03(h) states the University shall not issue any policies or procedures which contravene these articles of agreement. No part of the annual vacation article of the contract seems to allow the University to cancel and reschedule vacation periods.

The agreement through articles 33 (Annual vacations) allows only the employee to reschedule his/her holiday period once it has been posted, with the acceptance of the department concerned. No sick leave if supported with adequate physician's certificates should have been withheld because of the strike. The articles with respect to maternity leave should stay in effect during a strike. Articles 37, compassionate leave, 39, court duty, and 40, change of domicile which are associated with status as an employee should also still be in effect. Step increments on the wage scale might also accrue because of article 40.1. The suspensions of benefits grievance is a large and complex grievance involving many facets of our contract. Many of the questions are essentially legal and will possibly have to be handled by a lawyer.

## GRIEVANCE 76-22A

3. Lay off. This grievance was reported in the Grievance Committee Report of October 6, 1976. At that time the grievance was being looked at by the Labor Board as a 96(1). The Labor Board has since ruled that the case is a matter for arbitration and has sent it back to us to start an arbitration procedure.

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