



CONTRACT BULLETIN

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June 17, 1982

NB. The changes to the existing agreement are underlined.

The following are the University's proposals for changes to various benefits in the collective agreement and what their impact would be.

30.03 Pension Plan, Group Life Insurance Plan, Group Total Disability Plan

- (a) All employees who are employed on a full-time continuing basis are eligible to participate in the Pension Plan and Group Life Insurance Plan on the first day of the month following appointment. There is a waiting period of one (1) year for the Group Total Disability Plan.
- (b) All continuing full-time employees will be required to enroll in the three plans on the first day of the month coinciding with or following the completion of three (3) years of continuous service or age thirty (30) whichever is later, and will continue in the plans as a condition of employment.

Although, for the first time, participation in the above plans is going into the agreement there is no proposed change to premiums being paid, there is no opportunity for part-time employees to participate in any of these plans, the Life Insurance and Group Total Disability still seem to be tied to the Pension Plan although there is no reason for this. Also, there is no reason why, if employees can belong to the Pension and Life Insurance plans after one month of employment, they should have to wait one year to participate in the Group Total Disability plan. Further, no changes are proposed to equalize benefits paid out under the Group Total Disability plan.

30.05 Medical and Dental Plan

- (d) After sixty-six (66) days of continuous service (hourly paid) temporary employees shall be eligible to participate in the Medical and Dental Plans. Failure to enroll in the plans within the eligibility time limits may disqualify an employee from further eligibility to enroll in the plan.

This proposal from the University means that a person working on temporary assignments must work continuously (no breaks) for 66 days or they will not be eligible to participate in the Medical and Dental Plans. It further means that if you don't enroll in the plans "within the eligibility time limits" you may not be permitted to enroll at all. We wonder who will determine whether an employee may or may not enroll.

30.06 Sick Leave

(b) Proof of Illness

- (iv) Employees who are absent due to illness may be required to prove sickness to the satisfaction of the University. The University may request the employee to furnish a certificate from the employee's personal physician or to be examined by a doctor of the University's choosing:
 - (a) for each sick leave of more than three (3) consecutive workdays;
 - (b) where there would appear to be excessive use of sick leave;
 - (c) where there is a return to work after a prolonged illness.

Failure to prove sickness to the satisfaction of the employer will be cause for dismissal.

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The contract already allows the employer to request a medical certificate "where there would appear to be excessive use of sick leave". Any proposal that uses the word may leaves the door open to uncertainty and discrimination. Some departments may request a certificate other may not. Some departments may request the employee to prove sickness, other may not. It opens the door to the possibility of anyone being absent for more than 3 days having to prove sickness and obtain a doctor's certificate at their own expense. It also says that if you don't prove sickness to the University's satisfaction, and who knows what their criteria would be, it will be cause for dismissal. This determination, cause for dismissal, is something to be determined by an arbitrator not the employer.

- (1) If the medical prognosis is that an employee will be able to return to her/his regular position within three (3) months, then her/his regular position shall be retained. If the medical prognosis is that an employee will not be likely be able to return to her/his position within three (3) months, then the employee shall be permanently replaced in her/his position, while continuing to retain her/his employment status and seniority with the University. When the replaced employee returns to work, the employee shall be placed in the first vacant position for which the employee has the necessary qualifications and abilities. If no such vacancies exist, the employee will be placed on the recall list.

At the present time, the contract states that employees will be returned to their former positions - in fact an employee can be away from the job on sick leave for up to a year and be returned to their former position. The Union feels it is quite important to insist that employees have a right to the position they held prior to going on leave. The University's proposal says you can only have your position back if you are absent for 3 months or less. Further, when you return, if there are no positions posted in your particular classification, you will be laid off until something comes up - ie, you will have no bumping rights.

30.07 Maternity Leave

- (a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. She shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act (eligibility to be determined by the Unemployment Insurance Commission).
- (b) Upon return to work, the employee shall be reinstated in her former position, provided the position still exists or in a position in the same classification which is coincidentally vacant. If more than one vacant position is available at the same time in the same classification as the employee's former position, the employee shall have the choice of those available positions in the same classification. If no positions in the same classification are available, the employee will be entitled to the provisions of Article 34.05.
- (c) Employees who have completed three (3) years service (5460 hours), will, after completing six (6) months (920 hours) service following return to work after maternity leave, be paid by the University the difference of the benefit received from Unemployment Insurance and the employee's monthly salary for the period of time U.I.C. benefits were received. If the employee does not apply for, or qualify for, U.I.C. benefits, the University will not pay any monies to the employee for the period of time the employee was on maternity leave.
- (d) Employees who are granted leave under terms of this Article must give one month's prior notice of the date they will return to work.
- (e) as is

The first change to note is that an employee will have a right to coincidental vacancies or the involuntary transfer provisions should your position disappear while you are on leave. However, in order to be eligible for the University's portion of the maternity article, employees' must have 3 or more years of service. There is no service requirement now. Further, the University will not pay benefits to those employees' who don't collect U.I.C. Finally, although when employees' go on leave they give the University a date of their intention to return to work, the University wants you to let them know your return date again, 1 month before you return.

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30.08 Continuing Part-Time Employee Benefits

(b) Statutory Holidays (Article 26)

(i) Part-time employees who qualify for statutory holiday pay will be paid the average of her/his daily earnings, exclusive of overtime, for the days she/he has worked in the four-week period immediately preceding the week in which the holiday occurs.

(ii) A part-time employee will not qualify for statutory holiday pay if -

(a) She/he has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; or

(b) The holiday occurs in the employee's first thirty (30) calendar days of employment.

At the present time, part-time employees receive pay for statutory holidays as follows - if they work more than 15 days per month, they receive full pay; if they work less than 15 days per month, they receive proportionate pay. The University's proposal says pay first of all will be an average not a proportionate amount. Secondly no pay will be received if the employee works less than 15 days in the thirty calendar days preceding the statutory holiday or if the statutory holidays occurs during the first thirty days of employment.

30.09 Temporary Employee Benefits

(b) Statutory

(i) Temporary employees who qualify for statutory holiday pay will be paid the average of her/his daily earnings, exclusive of overtime, for the days she/he has worked in the four-week period immediately preceding the week in which the holiday occurs.

(ii) A temporary employee will not qualify for statutory holiday pay if -

(a) she/he has not earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday; or

(b) the holiday occurs in the employee's first thirty (30) calendar days of employment.

These changes are the same as those proposed for the part-time employees and would take away from what temporary people are now being paid for statutory holidays.

33.01 Definitions (Discharge, Suspension, Disciplinary Action and Resignation)

(b) Termination - an employee's involuntary ending of employment for other than just cause.

This is a new term the University is proposing to cover those cases of discharge where the employee is unable to perform the job for reasons other than incompetence (this would be known as a non culpable dismissal, no fault of the employee)

33.02 Suspension

The University may suspend any employee for just cause subject to Article 35 (Adjustment of Complaints). A suspension to allow the University time to investigate an alleged offence of an employee shall not exceed five (5) working days.

This proposal from the University says first they will suspend you, then they will investigate the situation to see if they were correct in suspending you - moreover they can suspend you for up to five days to to the investigating.

33.03 Discharge

- (a) The University may discharge any employee for just cause, subject to Article 35 (Adjustment of Complaints). Employees discharged for just cause shall not be entitled to notice or pay in lieu of notice. In the case of probationary employees, just cause shall include failure to display sufficient ability to perform the job satisfactorily.
- (b) Employees terminated for other than just cause shall be entitled to a minimum of one (1) month's notice, or pay in lieu of notice, except:
 - (i) probationary employees, who will be entitled to two (2) weeks notice or two (2) weeks pay in lieu of notice, and
 - (ii) employees who, through length of continuous service with the University, are entitled to notice in excess of one (1) month, as per the current Employment Standards Act.
- (c) A written list of all reasons for discharge (as in (a) above), or termination (as in (b) above), must accompany notification of discharge or termination to the employee and the Union.
- (d) Grievances arising out of discharges and terminations shall begin at Step 3 of the Grievance Procedures.

These proposed changes say that employees who are discharged for cause from now will receive neither notice or pay in lieu of notice. At the moment, continuing employees receive one month's pay or notice in lieu of pay - probationary employees receive two week's pay or notice in lieu of pay. Section (b) simply puts in print several sections of the Employment Standards Act which everyone is entitled to whether we have a contract or not. Also, the Employment Standards Act is not quite as good as our present contract since with the Act, employees must work 4½ years before they are entitled to one month's notice.

33.07 Notice of Resignation

If an employee resigns, fifteen (15) working days notice will be given in writing prior to the date of termination. In the event that less than ten (10) working days notice is given, the employee will be entitled to her/his vacation pay of 4% of gross earnings less any actual vacation she/he has taken, unless that employee has served five (5) continuous years of employment with the University, in which case 6% of gross earnings less any actual vacation taken will be paid. Vacation entitlements banked from the previous year shall be paid at the employee's full rate. An employee may rescind her/his resignation, in writing, without penalty up to three (3) working days after giving notice.

This change is also in line with the Employment Standards Act except it has been the practice of the University to date (and one which we want to continue) to give employee's the equivalent amount in money that the employee had accumulated at the time of severance, ie. if you were entitled to 4 weeks of holiday and you severed at the end of June (and had taken no holidays) you would be paid for two weeks holiday. The above proposal by the University would limit the amount paid to employees to 6% when according to the number of holidays our employees are entitled to this should be as large as 10% for someone who was entitled to 6 weeks holiday.

Carole Cameron (on behalf of the Contract Committee 1982.

- Members:
- Murray Adams (Chair)
 - Carole Cameron
 - Kitti Cheema
 - Marcel Dionne
 - Susan Horner
 - Shirley Irvine
 - Suzan Zagar

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