

SPECIAL

ACROSS CAMPUS

the A.U.C.E. newsletter
Oct. 4, 1976/No. 10

This issue of the newsletter has been prepared by the Contract Committee in an effort to keep the membership up-to-date on the progress of negotiations. The next regular edition of the newsletter will be prepared after the General Membership Meeting on Oct. 7th and will feature more recent happenings at the negotiating table plus other articles of interest.

Communications Committee

CONTRACT ISSUE

GETTING TO KNOW YOU...

MINUTES BY MINUTES

What follows is a resume of the Union's and the University's presentations, from the meeting of the 19th of August to the meeting of Sept. 2nd. These are to be supplemented by the minutes from those meetings which I am in the process of typing.

Ray Galbraith
(Recording Secretary
for Contract Committee)

The session on Thursday, Aug. 19 opened with the absence from work issue. Grant initially requested that the Union provide arguments for more than 6 positions, that is 6 paid positions. Jean Lawrence outlined the Union's position mainly on the basis of the Constitution which provides for 9 Division Representatives and 2 ex-officio members. One of Grant's many replies was to the effect that "we are doing better than others." He then expanded upon a "pet philosophy" - the advantages of small groups as opposed to larger, unwieldy ones. "In the interests of debate, you can get too many people." Ian MacKenzie pointed out that last year the Union actually paid the University as the work of the Contract members piled up until their return. Grant rejected this suggestion and returned to the "greater efficiency of the small group" theme. Jeff Hoskins took a different tack and argued on the basis of proportional representation - at SFU it was one rep. per seventy employees, at Cap College it was one per seventeen, at UBC it was one per one hundred. Grant said it was not his intention to change the number of AUCE's representatives, but that only 6 could be paid. But he did concede that the issue was not that important and that he could "see some movement on this issue."

Grant waxed philosophical throughout the session especially in regards to the relationship between AUCE and the University. "We're trying to build a relationship with you. I want to get away from the feeling that I've got a big club and coming in to bang you down." Grant then quickly agreed to having observers from both sides attend sessions. He returned, during a coffee break, to philosophy, especially in regards to Connaghan. Grant, and presumably Connaghan, felt that it takes years to develop a relationship.

The Contract Committee then proceeded to present the proposals which the membership had voted to date. The Union simply presented its rationale for the contract proposals, while Grant restricted his contributions, at least for the majority of the time, to requesting clarifications of the Union positions. Grant indicated frequently that it was his intent "to get clear what's in your mind". A common phrase was: "Let us know what

is behind your concern." He was all sweetness and light, interested only in knowing "why these changes have been stimulated." "Let us get some notes on that...it's important that we understand it."

At the end of the Contract Committee's presentation, Grant stated: "I'm pleased to tell you that your presentation was clear, and we have no questions...At least you're giving us some meat to take away."

The session on Tuesday, Aug. 24th, again opened with the absence from work issue. Grant raised the spectre of mediation at some time in the future with the remark that his discussions with mediation officers had indicated that large groups tended to be inefficient. But, he admitted that our "large" committee was a reality that the University would have to accept - yet the University was only willing to finance/pay 6. The University would allow as many representatives as the Union wished to have at the table, but any in excess of 6 would have to be paid by the Union. Jean Lawrence said that the Union stood by its former position and that the Committee would have to go back to the membership for direction.

The Contract Committee then presented another batch of membership-approved proposals. The procedure followed was the same as during the last session. At one point Grant stated: "I want to get your point, I don't want to debate it." On the issue of vacation entitlement for continuing part-time employees which Jeff Hoskins presented, Grant expanded upon his time/money concept and implied that his Committee had been discussing the same issue. "We're going to have some difficulty, but this is an example of common concern." At the end of the presentation Grant said that he was not opposed to spelling out things for employees and he stated that he was "happy that you've presented something we could negotiate on."

Grant mentioned that he was planning to vacation abroad from Sept. 3rd to the 30th, and proceeded to press for a schedule in regards to the presentation of proposals. "I don't want to walk out of here Friday (Sept. 3) without having everything debated." The only person to replace him would be Wes Clark, and if Clark were acceptable then he (Grant) "would like to find some vehicle to continue negotiations." But, if Connaghan decided to have Grant forego his vacation, this would be the case. Grant went on to say that the University was developing a policy to be given to the Union in writing, and that his Committee would have "a mandate to negotiate from the day we put our proposals on the table" - a mandate from the President's Office. The term "President's Office" was to be used by Grant in every session with reverential awe. And, in regards to having Clark chair the University's Committee for September, Grant said: "I don't want to throw you into the position of thinking you can't move because of personalities." To this point in the meeting the Contract Committee had not even discussed the ramifications or desirability of having Clark interjected for a month into negotiations. The Union caucused and discussed the issues of Wes Clark and when the contract proposals presentation would be completed.

Jean Lawrence informed Grant and his Committee

that the Union would leave the issue of how to proceed during Grant's absence until at least the next meeting. As to a date by when the Union's proposals would be submitted, that would most likely be at month's end by the latest. Grant said that he did not want to pressure AUCE. He continued: "Some of the issues you have touched upon, we have discussed. There is a need for a good discussion of the issues. You represent the employee's interest. We represent the University's interest, not our particular own." On such a basis negotiations would "proceed in a mature way."

The session on Thursday, Aug. 26th, again opened with the absence from work issue. Jean Lawrence informed Grant that some members of the Contract Committee were still experiencing difficulty in getting away from work. Grant stated that Dept. Heads "should know that they can't put static in front of us." Grant indicated that some Dept. Heads were requesting that he fund replacements and said that he was "coming with a request not to negotiate through Registration week." He asked: "Why don't we look at our needs in terms of the reality we have to face?"

Jean brought him back to the question of paid AUCE negotiators and indicated that the membership was disappointed with the University's position. Marcel Dionne said that to date the University had not compromised - to which Grant replied: "We'd like to compromise down to four." Grant continued with his large-group-as-inefficient theory. What was needed is a "small group of people to thrash out the issues...with no publicity about the issues." But "because of our philosophical differences, we will never get down to a small group." The University, according to Grant, was doing better than most. The University felt that their offer to finance 6 was reasonable; the Union's position "hinders negotiations." Jean reiterated that the University was not paying for replacements. Marcel told Grant that he was playing the "number game", and Grant answered with: "My answer is too bad. I don't see any reason for leading the pack anymore than we are."

The discussion dragged on, and Grant said he felt that both sides were "getting onto a side game and trying to question one another's integrity." Furthermore, he stated that there was "some difficulty in that we have problems in getting across the reasons that we are here." Grant requested to leave the issue: "Hold on and let nature take its course. No answer is ever final in this business. I hope you are looking at it the same way."

Jean agreed with leaving the issue for the time being and getting down to the Contract Committee's proposed amendments to the collective agreement. The method of presentation was the same as during the previous meetings. Individual members of the Contract Committee would present their sections; Grant would usually proceed to read the clause in question out loud, attempt to interpret it, and ask questions. He was forever searching for "clarity" and for "intent".

The issue of employee definitions was apparently of major concern to Grant. "This is one major item we should address ourselves to." The meeting broke off at 11:30 A.M. for lunch and resumed at 12:30 P.M.. The meeting resumed with the involuntary transfer clause, and Grant asked whether or not the Union had a definition. He went on to speak about transfer and the assignment of work within a classification. He felt that the Union had presented "some good points", but he said an employee's position, classification, and job duties were all mixed up in his mind. He went on to suggest the possibility of "special meetings" on this issue - an issue that was "so fundamental". Grant stated that the University could assign work within a classification. At some point in the discussion Jeff Hoskins agreed that involuntary transfer should probably be defined. Fairleigh Funston provided an example of involuntary job transfer during the Library's job freeze. Grant simply said: "Fine, I've got you." Both sides agreed that a definition was necessary.

The Union's proposed wording for a new lay-off clause was obviously another sensitive area to Grant. "We should spend some time on this." It was an "area for good dialogue". He continued: "If we can understand what you're getting at, then we can work through the language." Detailed discussion on this issue was to be deferred until the actual negotiations were under way. One exchange worth noting occurred when Grant questioned Jeff Hoskins as to the meaning of the sentence: "... all positions of the same classification within the bargaining unit shall be considered equal...". Jeff

explained the problems which AUCE had faced with grant employees and temporary employees. To which Grant added: "An employee has a relation with the University and fits into a classification...regardless of the funding and the duration of the position." The proposals part of the meeting ended with Article 34.11 - Continuing, Sessional or Probationary Status.

Jean requested that the next meeting be scheduled for Monday, Aug. 30th, pointing out the article in the contract which stated that all contract proposals must be on the table one month in advance. Grant replied: "I'm not trying to play legal games with you." He then asked how we were going to proceed in his absence. Before responding, Jean indicated that the Union wanted to negotiate through Registration week. Grant answered with: "I'm not really hung up about it." He added: "It doesn't appear to be the routine form of amendments which can be settled in 7 to 8 weeks" as there were "some fundamental changes here." The meeting adjourned at 1:30 P.M..

During the hour after the meeting the Contract Committee discussed a series of issues and problems: the Union Organizer's position during negotiations, the number of contract representatives, a possible motion to the membership in regards to paying some members of the Contract Committee if they should be docked pay, and sessional employee status vis-a-vis lay-off. It was decided that Fairleigh would move to the Union Office and act as liaison with the membership. The importance of maintaining eleven representatives at the table was stressed.

The session on August 31st opened with Jean Lawrence presenting the University with a compilation of all Union proposals. The Contract Committee presented the remaining issues, and Grant usually responded by indicating that he understood the intent. He commented as follows: "That's clear. The writing seems much clearer to me, in any case." On the Union decision to delete the Working Conditions Committee and replace it with access to all information on the subject of working conditions, Grant stated: "We understand what you are saying. We'll talk to it at the proper time. We'll have some dialogue on that." Margie Whalley presented the the proposal for time-off between Boxing Day and New Year's Day and indicated that a survey taken last year demonstrated that 1/3 of the responding institutions gave the time off. Grant's comment was terse: "They must have money to burn."

Some discussion did occur on the proposed vacation schedule. Grant said: "Quite frankly, this language has been quite confusing to me. I have no proposal to go back on the language." On separating the time and money aspect, especially in relation to part-time employees, Grant informed the Contract Committee that he had a proposal that could resolve the situation. He found the suggested wording "quite clear". On the overtime definition he stated: "You'll get no offence from me for clarity." The Job Descriptions clauses produced further debate. The Union outlined its position and rationale for the changes. Grant used the occasion for a little back-patting - "I have a job evaluation concept I am trying to sell on campus. I hope when we come to discussing job evaluation and job descriptions, I hope that I am here." Grant said that our intent was clear, but that he was having trouble in understanding one area, that of job duties and job descriptions. Ian MacKenzie explained that job duties were to be a "subset" to the job descriptions. Most of the Union's proposals were "quite clear", and Grant had no difficulty in understanding them. A momentary hassle arose when Grant led himself to believe that the Union was asking that old grievances be processed under the conditions of the new contract.

Fairleigh Funston presented the wage rates article. The presentation paralleled the rationale that AUCE had developed during the negotiations for the first two contracts. Grant listened to the proposal for parity with CUPE 116, and at the end stated: "The only thing you haven't told me is where the money will come from." Fairleigh replied: "I hope we are not looking at a future time bomb." Grant in turn indicated that he had expected the Union's approach from private discussions with Union members. On the issue of changing the increments to each employee's anniversary date of service, Grant said: "We'll be able to respond to that one correctly. We have a proposal before the President's Office." As on so many other occasions this provided grist for Grant's philosophy mill. "I've been looking at issues and concepts. Obviously, we've been looking at the same issues..." He said he hoped that he could persuade those who administer the University. "It does mean we have the basis for negotiation", and then he added, "in the long term." At the end of the presentation

Jean informed Grant that there would be a few house-keeping measures presented on Thursday. Grant nodded and replied: "We'll be making our complete presentation on Thursday."

Grant went on to say that it was "a long painful process" in building trust. "I'm trying not to get into a personality thing. I'm finding out in due course" (an obvious reference to AUCE's past dealings with Wes Clark). "I'm not going to pull out of bargaining with you, but I won't be here full-time. I'll be telling you what our objectives are and what our areas of concern are." On Thursday the University was to initiate a different kind of presentation. "We've worked hard to provide the wording." Grant hoped that the Union would appreciate his kind of dialogue. Jean then suggested that both parties defer the absence from work discussion until Thursday. Grant said that as AUCE went above him on the issue he would not answer at this time, even though he had his answer ready - an answer decided in discussions with White. He did say that he hoped he was still going on vacation, but it depended upon the timing of CUPE's negotiations.

The session on Thursday, Sept. 2nd, opened with an aside from Grant to the effect that he had a scheduled meeting with the President at 2:30 P.M. Jean Lawrence submitted the final batch of Union proposals, entitled "Further Errata". On the list of job duties clause, Grant stated: "this is a subject which I would like to have a major discussion about...in order to evolve some kind of approach." The proposals were few in number and were quickly despatched.

Prior to the discussion of the remaining proposals, Jean had pointed out the continuing difficulties with the AUCE contract representatives getting away from work. At this point Grant mentioned that he was still experiencing "a little bit of static". He also indicated that he had been called into the President's Office. He said that Wes Clark was attempting to get the CUPE thing settled. Grant had been instructed to "get negotiations moving, irregardless of whom is sitting in this chair." He was to meet with the President at 2:30 P.M. to discuss the University's proposals "formally". Furthermore, both parties could "at the next meeting, start to negotiate on the basis of the two documents." The University had no intention to "stonewall". And, "if we do run into problems, I am prepared to take a plane back." At this point, Jean presented the "Further Errata".

After the above presentation and after a caucus, Grant returned to speak to the job evaluation/classification issue - "one of the more troublesome issues". Grant felt that it would "serve some useful purpose to find out what the Union is looking for". He waxed philosophical - what was needed was a "serious in-depth discussion"; the University would "like to come to grips with it"; and Grant wanted "to set up some approach to getting a discussion going and resolving this issue". This subject apparently caused him much consternation. "I am really trying to come to grips with this one. This is a very subjective area." He then proceeded to elaborate on what a Job Description should identify. But as yet he admitted he had no proposal. "I see no point in coming in and throwing down a proposal without having seen your proposal." Although "evaluating jobs is subjective", Grant wanted "to adopt a rational approach which would involve "a trial period for say a year." He re-iterated that the University was "eager" to come to some agreement on this contentious issue. Jean then informed Grant that the Union was willing to reconvene at 3:30 P.M.. Grant said he would return with written proposals and said that he didn't want "to have to weasel" with the Contract Committee. The meeting temporarily adjourned. The Contract Committee discussed the job/evaluation/classification issue raised by Grant, but came to no official position.

Grant did not return from his audience with the President until shortly after 4:00 P.M., although both Committees had met to reconvene at 3:30 P.M.. The tension was heightened. Grant arrived with his typical energetic flourishes. He informed the Contract Committee that he had "never tried this technique before. I have tried to express our position in the terms of our objectives. Our Advisory Committee wants to attempt to build up a harmonious relationship." Grant presented two documents - one which outlined the University's objectives in regards to AUCE, the other, consisting of 10 pages, which outlined the University's proposals. Grant added: "We will be negotiating Tuesday, 9:30 A.M.. We feel we can move during this period. If there is anything that can get going I am prepared to structure it and get it moving."

On the absence from work issue, Grant volunteered the following information. "Well I'm afraid I've got

bad news, from your point of view. The University did not move from this position. We are leaving it at 6, and are leading the pack. I am bringing the reply, and you know where I've been." Jeff Hoskins presented a rebuttal to the University-as-leading-the-pack claim, but to no avail as Grant stated that "at this point in time, I can't say any more." To which Jean replied: "We can't formulate a position without going back to the membership." The meeting ended with a comment by Grant: "Hopefully, you will have made some good progress by the time I get back."

It was only at this point that the members of the Contract Committee were able to study Grant's written submission. The initial impression was one of disappointment. After all of the hoopla and philosophy which accompanied the build up to the presentation of the University's proposals, it did not appear that the University's unique approach lived up to its advance billing - in fact, on first reading it appeared that the main thrust was an attempt to undermine some of the negotiated rights in past contracts. It was a disappointment.

Some Highlights

by Jeff Hoskins

HIGHLIGHTS OF THE UNIVERSITY'S PRESENTATION TO THE CONTRACT COMMITTEE ON SEPTEMBER 2, 1976.

- 1.) DEFINITION OF EMPLOYEE - The University not only wants to retain the status of second-class citizens among AUCE members (temporary employees) but wants to add a new category of third-class citizens (casual employees).
- 2.) STUDENT ASSISTANTS - The University wants to broaden the definition of student assistants to allow them to work more than 10 hours in some weeks so that they can fill-in for or replace regular employees. Also they don't want to pay student assistants minimum Union rates (that makes three years in a row).
- 3.) UNION LEAVE - The University is prepared to give short term leave for union business entirely at their discretion on one month's notice (presently 2 weeks, which is often too long).
- 4.) PICKET LINES - The University wants to force Union members to cross picket lines to maintain a whole slew of so-called "essential services".
- 5.) WORKING CONDITIONS - In the case of immediate danger to the health or safety of employees the University wants to invoke the Grievance Procedure (a good way to deal with an emergency situation!)
- 6.) VACATION SCHEDULING - The University is prepared to guarantee vacations by the end of September rather than as at present, the end of August.
- 7.) SICK LEAVE - The University's entire proposal is: "Sick Leave is an insurance against loss in case of illness or accident."
(K) Sick Leave Study Committee - The University wishes to discuss the effectiveness of this Committee and it's future.
- 8.) MATERNITY LEAVE - The University is prepared to give maternity benefits only to full-time continuing employees who have worked for over a year (presently all continuing and sessional employees). They also want to reduce the number of weeks of benefits by from 2 to 8 weeks. And, the University does not want to give an employee returning from maternity leave her old job back (in the present contract they must). And, they want complete discretion on whether maternity leave will be extended without pay.
- 9.) PROMOTIONS - The University wants to add the vague criterion of "skill" to promotions. The seniority factor would not apply at all unless the person hiring wanted to say the applicants were of "equal standing".
- 10.) TRANSFER - The University wants to be able to transfer people at will within a department and to prevent employees from applying for transfers if they have been transferred in the last 6 months.

(Cont. on page 8)

The University Proposes

PREPARATIONS FOR NEGOTIATIONS WITH A.U.C.E., LOCAL #1
DRAFT OF UNIVERSITY PROPOSALS

ARTICLE 3 - DEFINITION OF EMPLOYEE

The University wishes to revise the definition of employees in line with the following criteria;

- a) Continuing Employees - these may be full-time or part-time and are hired for an indefinite term into a regularly established position in the University,
- b) Temporary Employees - these may be full-time or part-time and are hired for a definite term,
- c) Sessional Employees - these employees may be full-time or part-time hired for sessional periods on a recurring basis. To this extent, they are the same as continuing employees except that, on layoff, they may only displace another sessional employee in the same classification and with less seniority and will only be recalled to the recurring session from which they were laid off as dictated by the demand for service,
- d) Casual Employees - this category covers those employees who are on call and used on irregular schedules according to the needs of the operation.

Article 3.05 Probationary Employee - should remain.

Article 3.06 Student Assistant - this should be amended to read

the term "student assistant" shall mean any full time student who is enrolled at the University and works no more than an average of ten (10) scheduled hours per week over a four week period. Such student assistants may work in excess of these hours in a four week period 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.

ARTICLE 7 - UNION ACTIVITY

Article 7.03 Short Term Leave of Absence

This should be amended to read as follows:

Wherever possible, the University agrees to grant Leave of Absence Without Pay to representatives of the union to attend union conventions. The University agrees to give consideration to Leave of Absence Without Pay for

ARTICLE 7 - UNION ACTIVITY

Article 7.03 Short Term Leave of Absence Continued

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other representatives of the union to perform other functions on behalf of the union providing there is no disruption to departmental operations. In all cases, the union agrees to notify the University at least one (1) month in advance to arrange mutual agreement with the departments and functions affected.

ARTICLE 17 - PICKET LINES

The word "legal" should be placed in front of the word "strike" wherever it occurs.

Paragraph (c) should be amended to read as follows:

Adequate arrangements for essential services shall be established. The Union will not prevent other unions and employees from providing essential services to security, living collections, fire protection, health care, and hospital facilities by picketing.

ARTICLE 24 - WORKING CONDITIONS

Article 24.02 - add the following:

In the event of a dispute over the existence of an "immediate" danger, the matter shall be taken up immediately at Step 4 of the existing Grievance Procedure.

ARTICLE 27 - VACATIONS

This article needs simplification in order to understand the concept of "calendar year" in Article 27.01 when referred to in other paragraphs under this article. It is not intended to deprive any employee of vacation pay earned under the present agreement.

Article 27.01 Definition of Terms

The vacation year shall run from January 1 to December 31. The date for determining the vacation entitlement in a vacation year shall be December 31 immediately prior to the start of the vacation year.

For the purpose of this article, "day" shall mean seven (7) working hours.

Article 27.02 Vacation Credits

Each employee shall be entitled to vacation with pay at his regular rate as follows:

<u>LENGTH OF CONTINUOUS SERVICE UP TO DECEMBER 31</u>	<u>LENGTH OF VACATION</u>
Each employee with less than a years service shall receive	1¼ (one and one-quarter) working days vacation with pay for each full month worked prior to December 31.
After one (1) year	3 (three) weeks
After four (4) years	4 (four) weeks
After seven (7) years	5 (five) weeks

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ARTICLE 27 - VACATIONS

Article 27.02 Vacation Credits Continued

After thirteen (13) (i.e., commencing with 14th calendar year) years of service, an employee shall receive one (1) additional day of annual vacation with pay for each additional year of service to a maximum of five (5) additional days.

Article 27.04 Accumulation of Carryover of Vacations

Rearrangement of existing sentences from present agreement:

Employees with less than three (3) weeks vacation entitlement shall be entitled to carry over one (1) week of vacation entitlement to take the following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks vacation entitlement by mutual consent between the department and the employee concerned.

Employees with three (3) weeks vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks vacation to be taken in the following year.

Article 27.0 Vacation Scheduling

Prior to the preparation of vacation schedules, employees may submit their preferences to the department head. The timing of vacations will be determined by mutual agreement between the department and the individual employee except where there is a conflict of scheduling between employees, preference will be given on the basis of seniority. Employees who so desire, must be allowed to take their vacation by the end of September.

Department heads shall post a vacation schedule by March 1 of each calendar year. The schedule may be changed thereafter at the request of the employee if the alternative scheduling arrangements meet the requirements of the department. It is agreed that the vacation schedule posted by March 1 shall not be disrupted due to transfer of employees into the department after that date.

ARTICLE 28 - HOURS OF WORK

Article 28.02 Work Day and Work Week

The following clauses should be added:

If changes in operational requirements, reorganisation of departmental structure, service requirements, or program occur in a University department, then the department shall have the right to change the form of work week or hours of work schedule in accordance with Section 28.05 if the required notice is given to the employee or employees.

In the case of the occurrence of an emergency beyond the control of the department which requires rescheduling of shifts, the department concerned shall have the opportunity to reschedule such shifts.

ARTICLE 28 - HOURS OF WORK

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Article 28.02 Work Day and Work Week Continued

- (c) existing sessional employees work week may be modified depending on department of the University of which they are a part by mutual agreement.

ARTICLE 30 - BENEFITS

Article 30.01 Leave of Absence Without Pay - change

- (a) An employee may apply for and receive a Leave of Absence "without pay."

Article 30.06 Sick Leave

Sick leave is an insurance against loss in case of illness or accident.

- (k) Sick Leave Study Committee - The University wishes to discuss the effectiveness of this Committee and its future.

Article 30.07 Maternity Leave

- (a) Maternity Leave applies to continuing full-time employees only. Change the sentence, "She shall receive the benefits..." to read, "She shall receive benefits according to the Maternity Provision of the Human Rights Legislation."

Change the sentence, "Upon return to work..." to read, "Upon return to work, the employee shall be reinstated in her former position if it is available and the department shall pay the difference between the employee's monthly salary and Unemployment Insurance Benefits for the period of time that the employee is eligible for Unemployment Insurance Benefits. The payment of the difference between full salary and benefits will not apply during the waiting period for eligibility of Unemployment Insurance Benefits, nor the period of time after Unemployment Insurance Benefits expire. A continuing full-time employee must have completed one year's continuous service to qualify for paid Maternity Benefits. An employee on Maternity Leave will be required to give the department where she is employed two (2) week's advance notice when she will be returning to work."

- (b) "the employee shall be granted" should be changed to read the employee "may" be granted.

Article 30.09 Temporary Employee Benefits

The University wishes to discuss clarification of this article.

ARTICLE 31 - JOB DESCRIPTIONS, JOB EVALUATION AND RECLASSIFICATION Page 6

The University wishes to discuss the effectiveness and future of the job evaluation committee.

ARTICLE 32 - SENIORITY

Accrual of seniority should be based on time worked, not upon the calendar period over which the time was worked.

Article 32.03 Accrual of Seniority

Clauses a), b), should apply subject to the following addition "provided there is no greater break in service than nine (9) months."

ARTICLE 33 - DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION

Article 33.07 Notice of Resignation

If an employee resigns, fifteen (15) working days "written" notice will be given prior to the date of termination...

Article 34.01 Job Postings

Subject to the provisions of Section 9 of the article, the University shall fill vacancies from within the bargaining unit, providing employees are available with the necessary qualifications, skills, and ability, before hiring new employees.

All vacancies for continuing and sessional positions shall be posted five (5) working days with a copy of the union office and the employees on the appropriate recall list including job title, outline of job duties, and pay grade. If no applications are received by noon on the fifth (5th) working day following the posting date, the University may start proceedings to secure applications through recruiting activities. Each notice of vacancy shall state "both males and females are encouraged to apply."

In order to speed up the efficiency of job postings, the introduction of zone posting is recommended and these will be updated every Wednesday.

Article 34.02 Promotions

The last sentence shall read:

"In selecting employees for promotion, the University shall consider the qualifications, skill, and present abilities of the applicant. As between two qualified applicants of equal standing, seniority shall govern.

Article 34.05 Transfer

Amend to read as follows:

Definition: A change from an employee's position to another in the same pay grade in a different department. Reassignment of an employee to a job in the same classification within a department shall not be interpreted as a transfer. However, any employee shall have the right to apply for a vacant job of equal salary range and/or classification within the department subject to Article 34.02 (b).

It is agreed that successful applicants for the job bidding procedure will not normally be permitted to apply for any other posted job vacancy for a period of six (6) months except by mutual consent.

Article 34.07 Trial Period for Transfer and Promotion

Amend as follows:

When promoted or transferred, the employee shall be given a trial period of two (2) months during which to learn and perform the job duties appropriate to the new position. If, during this time, the employee finds the position unsatisfactory or is unable to meet the basic requirements of the position, she/he shall be returned to her/his former position or to one of equal salary range.

Where an employee is transferred through the exercise of seniority rights arising out of a reduction of staff (Article 34.08 Layoff), the two (2) month trial period will apply. Where such an employee does not remain in the position beyond the trial period, the employee will be laid off and retain normal recall rights (Article 34.09 Recall).

Article 34.08 Layoff

(a) (ii) delete

"(e.g., Temporary & Sessional Employees)" add "examples of employees with definite termination date shall include temporary employees, sessional employees, and employees hired on research grants but shall not be limited to these employees."

Article 34.09 Recall

Placement on recall should be simplified.

Continuing full-time and part-time employees should be placed automatically on the appropriate full or part-time recall list. Such employees requesting to be placed on the temporary employees' recall list and all other employees should complete the appropriate request form within five (5) working days of layoff in order to be placed on the appropriate recall list.

A distinction should be made between full-time and part-time employees. It is not the intention of the University that part-time employees should have recall rights over and above those of full-time employees.

(b) delete from 2nd paragraph words: (i.e., Temporary and Sessional Employees).

add the following paragraph:

Employees with definite termination dates shall include temporary employees, sessional employees, definite term employees, and employees hired on research grants but shall not be limited to these employee definitions.

(c) Order of Recall

Add the following:

Sessional Employees who have filled in the request form to be placed on the recall list shall be expect to be recalled to a job within the same classification within the same session that they regularly work.

(d) delete: "up to one year" substitute "up to nine (9) months."

(h) This has also been covered under Article 34 Promotion, Transfer, etc., under 34.07 Trial Period.

ARTICLE 35 - ADJUSTMENT OF COMPLAINTS

The University is prepared to discuss with the union innovative techniques for the speedy settlement of grievances. The University's intent in this connection is based on the following:

1. Grievances are best resolved between supervisor and the employee providing the settlement is within the terms of the collective agreement.
2. The union and the University should only raise these grievances on their own initiative which concern policy matters as reflected by the language of the agreement.
3. Grievances of a policy nature to be introduced at the committee level.

The University wishes to restructure the whole of the grievance procedure in line with the following principles:

1. Either the employer, the union, or any employee has the right to lodge a grievance with respect to any matter arising out of the interpretation, application, or alleged violation of this agreement.
2. It is the mutual desire of the parties hereto that complaints of the employer or of the employee shall be adjusted as equitably as possible and it is understood that an employee has no grievance until she/he has first given the supervisor an opportunity to adjust the employee's complaint.
3. If an employee has an unsettled complaint within the terms of this agreement, it may be taken up as a grievance within five (5) working days after the circumstances giving rise to the grievance occur in the following manner and sequence.

The University's proposals for the steps in the grievance are based on the introduction of a fact-finding approach to grievances with time limits placed on both parties throughout the grievance procedure. A grievance would be introduced at step one (1) in written form and would involve two designated individuals - one from management and

one from the union - who together investigate the particular grievance thoroughly to ascertain the facts and to provide recommendations on which a fair settlement can be made. A decision shall be given by the supervisor within a specified time limit. If the grievance is not settled at this stage, it may be processed to step two (2) within a specified time limit. The discussion of the grievance shall be at the department and the divisional steward level. Again, operating with time limits on both parties, an unresolved grievance shall be submitted to the union grievance committee and the University's labour committee.

In the event that no settlement is reached at step three (3) either party may, within the specified time limit, signify in writing to the other party of the failure to agree and notice of intention to invoke arbitration procedure shall be given.

ARTICLE 36 - WAGES

36.01 Pay Grades

All job titles and classifications shall be those listed in Article 36.01

36.02 Wage Rates

The University considers a more equitable increment policy would be provided by the introduction of the concept of an anniversary date based on years of service and a discontinuation of the automatic July 1 increase.

The service period in the headings of the tables refer to service in the pay grade and shall be granted on the anniversary date of entering the pay grade effective the nearest pay period, except for employees who move to new pay grades by promotion or reclassification. Such employees will be treated as if they had the service indicated by the step at which they enter the grade.

LETTERS OF AGREEMENT

The letter of agreement re keypunch classification and the letter of agreement re shift differential shall be deleted.

Note: The weekly list of appointments, changes, and severances required on a weekly basis under Article 5.03 NOTIFICATION BY THE UNIVERSITY is considered too frequent. The University proposes the following:

1. The University agrees to notify the union in writing on a monthly basis when employees have been hired, promoted, transferred, recalled or resigned. In the case of layoff, the University will notify the union as outlined in Article 34.08 (b). In the case of recall, notification of the union shall be in accordance with 34.09 (e). In the case of suspension, Article 33.02; in the case of discharge, Article 33.03.

13.) GRIEVANCES - The University wants to reduce the number of grievances by:
 - not allowing "the Union" (i.e. the Grievance Committee) to initiate grievances except on "policy matters" and
 - not allowing grievances to be initiated more than 5 days after a violation of the contract has taken place or begun.
 The Union wants to reduce the number of grievances too, of course, but a better means would be to reduce the number of violations of the contract!

11.) TRIAL PERIOD - The University wants to circumvent the involuntary transfer (bumping) procedure by using the trial period provisions to lay people off, regardless of their seniority.
 12.) LAY-OFF - The University wants to be able to lay-off temporary and sessional employees, employees paid from grants (many have years of seniority) and others (unspecified) regardless of seniority. (At the same time they tell the Contract Committee how concerned they are about job security!)

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