

Association of University and College Employees

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

February 1980

CONTRACT BULLETIN NO5

TO: ALL MEMBERS

FROM: THE CONTRACT COMMITTEE

This report is to bring you up to date on the present state of our negotiations. Jane Strudwick has been ill this week so we have been meeting with Eric de Bruijn. On Wednesday at 4 p.m., as we were about to adjourn for the day, de Bruijn told us he didn't want to meet with us on Thursday because his committee had research to do. We told him we were prepared to meet with him and that we have to do our research during our own time - we would be pleased to take Thursday for research purposes as well. A half-hour battle ensued after which a furious looking de Bruijn told us between clenched teeth that he would meet with us Thursday after all. He must have fumed all night over an "appropriate" way to chastize us for our rebellion. First thing Thursday morning he told us that his committee had found themselves with commitments that suddenly prevented them from meeting us any day but Wednesday next week. I guess he was determined to teach us who was allowed to play what role in the old parent/child game.

The basic issue seems to be the same one which existed on the first day of negotiations, i.e., limited negotiations until all our cards are on the table. This refers to the fact that our members have the right to submit proposals up to one month prior to the termination of the contract. Having apparently successfully resolved this issue, the University has backtracked on any and all monetary issues pending the official expiry date of this eventuality. The result - no wage proposal, reduced meetings and a host of "no comment's".

The seriousness of the University's claim of desiring an early settlement is in jeopardy. Even so, we feel the relative positions of the University and the Union are clear and that successful, speedy negotiations can occur subject to the University's reasonable approach to monetary items. Like Orphan Annie, we remain "unaccountably optimistic".

We have had some constructive discussions during our scanty meetings to date and again, it appears we are not too far apart on many issues, although it is really too soon to say much at this time. So far, the University has signed one of our proposals, Article 17.01 PICKET LINES. Both sides are presently waiting for responses to new wording clarifying the intent of the proposals which have been exchanged.

Discussions on several of the proposals have evolved to a point where the University is expressing their real concerns. Here are some examples: (see page 2)

21.01 Tuition Waiver

Even though it would cost the University nothing to allow us to take up an empty seat in a course, our employer prefers not to lose, in the University's words, "a potential source of revenue".

21.04 Courses During Working Hours

Here are some direct quotes from the University:

"if the employee wants to go to school, they can work either part-time or go to school full-time. Employees are hired to serve students. Either they want to be an employee or they want to be a student."

"The University will not agree to any more clauses with 'SHALL NOT BE UNREASONABLY DENIED'".

"The University is opposed to it's administrators having to defend departmental requirements."

"We (the University) would be wasting time debating reasonableness."

28.02 Work Day and Work Week

University quote:

"The University is opposed to the concept of flexible time."

30.01 Leave of Absence

The University has stated that they would sooner have us resign than grant us leaves of absence.

30.071 Adoption Leave

The University has declared that their first concern is not with compassion but with University services. The University refuses to recognize that the responsibilities of adoption are identical to those of maternity.

One of the frustrations when negotiating clauses like this is being faced with de Bruijn's statements such as "The University must assume that a large proportion of the unit would utilize any clause like this that was signed."

Perhaps the greatest obstacle we are confronted with is the University's continued refusal to discuss any items that they see as having any financial repercussions - like TUITION WAIVER. We can only hope that this situation will improve after Thursday's membership meeting.

We hope we have highlighted the general tone of negotiations as well as delineating some of the kinds of attitudes and problems we are dealing with. We will be meeting with the University on Wednesday, February 20th and will be reporting to you in more depth as negotiations progress.

UNION PROPOSALS to amend the 1979/80
A.U.C.E./U.B.C. COLLECTIVE AGREEMENT

(as presented January 14, 1980)

Proposed changes and additions are typed in script.

ARTICLE 3.02 - Continuing Employee

as is.

Add:

Part-time employees who work regularly scheduled hours may elect to be paid by the month.

ARTICLE 3.07 - Retirement

The employer has no right to retire an employee or to require an employee to retire.

An employee at her/his option may retire at any time after their fifty-fifth birthday.

(a) as is.

(b) as is.

(c) as is.

ARTICLE 5.05 - Contracting Out

(a) to (e) as is.

(f) *The University agrees that there shall be no contracting out without the prior written approval and agreement of the Union.*

ARTICLE 7.02 - Full-Time Leave of Absence

Leave of absence without pay shall be granted upon request to any employee who has been elected or selected to a full-time office or position in the Union, in the Union's Provincial Association or in any other body which the Union maintains membership or affiliate status. Any employee so elected or selected must give one (1) month's notice to the University. Seniority shall accumulate during such employee's leave of absence up to one (1) year but no longer. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans. When the leave of absence has a term of one year or less, the employee shall be returned to her/his former position with the University. When the leave of absence exceeds one year, the employee shall be placed in the coincidental vacancy of her/his choice in her/his former classification, or where no coincidental vacancy exists, shall invoke the provisions for involuntary transfer.

ARTICLE 9.01 - Human Rights

as is.

Add:

Employees shall not be discriminated against in their employment for the reason that they are over sixty-five (65) years of age.

✓ ARTICLE 17.01 Picket Lines

SIGNED

(a) as is.

(b) The Union Executive shall inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line.

(c) as is.

ARTICLE 19.04 - Notice of Intent

Before such changes (as outlined in Article 19.02) can come into effect, the University shall provide the Union and the employee(s) with at least three (3) months notice of intent to introduce automation, equipment or procedures which might result in displacement of or reduction in employees, or in changes in the employees' job classification. Such notice of intent must include all information pertinent to such changes and have a termination date. The termination date may be extended by mutual consent.

ARTICLE 19.041 Technological Changes - New Article

All changes of technical, automated or procedural methods which result in the displacement of employees shall be referred to the Union for recommendations on changes and methods to accomplish changes, prior to any action being taken by the University.

ARTICLE 19.05 - Retraining

(a) Employees who have become redundant, or who have received notice of layoff, due to technological change, shall be eligible for retraining to equip them for the operation of such new equipment and procedure. Such retraining shall occur during working hours at the University's expense.

(b) to (d) as is.

ARTICLE 21.01 - TUITION WAIVER

On completion of the probationary period, a continuing full-time employee, a sessional employee and a continuing part-time employee who works more than seventeen and one-half (17½) hours per week shall be entitled to tuition waiver to take for credit or to audit to a maximum of nine (9) units per year (12 months) in either undergraduate or graduate courses. In addition to the entitled credit courses, employees shall be entitled to take any number of non-credit courses at any one time, singly or concurrently, over a period of one year (12 months). Tuition fees shall be waived but the employee shall pay the cost of student society fees, books, materials, equipment or travel associated with the course.

ARTICLE 21.04 - Courses During Working Hours

An employee may take University of B.C. courses during working hours if the Department Head agrees to the required time off and make-up time arrangements. Permission for such arrangements shall not be unreasonably denied.

ARTICLE 21.06 - GRADUATE STUDIES

Delete this article.

ARTICLE 22.01 - JOB POSTINGS

All vacancies for positions of three months or more duration, with the exception of leave of absence and maternity leave shall be posted on all union bulletin boards and such other places as may be agreed upon between the University and the Union for at least five (5) working days.

Leave of absence and maternity leave shall be filled by temporary promotion. All vacancies of less than three (3) months duration with the exception of pay grade 1 classifications shall be filled by temporary promotion in accordance with Article 22.07.

No position of over three (3) months duration shall be filled from outside the bargaining unit without being posted in accordance with this article.

A copy of all job postings shall be sent to the Union Office and to all employees on either recall list.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications and pay grade. Each notice shall state: "both males and females are encouraged to apply".

ARTICLE 22.07 - TEMPORARY PROMOTION

An employee who, on the request of the department head, agrees to temporarily resume any of the duties specific to a higher classification, or temporarily replaces another employee in such higher classification, shall be paid at the minimum of the pay grade for the appropriate classification or the next higher step in the pay grade for the appropriate classification which provides an increase.

All temporary promotions must be filled from within the bargaining unit on the basis of seniority, firstly within the department or library division, secondly the University or Library system.

The higher pay rate shall apply for the period so worked, providing this period is at least one (1) complete shift of seven (7) hours.

Such temporary promotion shall be for a period of no longer than six (6) months duration with the exception of leave of absence, including maternity leave.

To accept or refuse a temporary promotion shall be the employee's choice.

ARTICLE 27.15 - TIME OFF BETWEEN BOXING DAY AND NEW YEAR'S DAY - New Article

In addition to the preceding vacation entitlements, employees shall receive time off with pay for the regularly scheduled days of work which fall between Boxing Day and New Year's Day.

ARTICLE 28.02 - WORK DAY AND WORK WEEK

- (a) as is.
- (b) The employees in each department or library division, under the guidelines of this Article, shall decide which form of work week and hours in a day they will work. Every effort shall be made by the employer to comply with the employees' decision.
- (c) as is.
- (d) Prior to the preparation of work schedules by the department head or her/his delegate, employees shall be asked to submit lists of their scheduled preferences for consideration. Every effort shall be made by the employer to comply with employee's proposed scheduled hours of work.

ARTICLE 30.02 - COMPASSIONATE LEAVE

- (a) In the case of death or serious illness in the immediate family or in the case of necessity of acting as an administrator of an estate, an employee shall be entitled to three (3) full working days with pay upon notification to the department head.

This leave may be extended up to a further three (3) days with pay by the Director of Employee Relations. Such leave will not be charged to other accrued time off.

Immediate family shall include, an employee's parent, grandparent, husband, common-law husband, wife, common-law wife, child or ward, brother, sister, father-in-law, mother-in-law or any other relative whose death or illness requires the attendance of the employee. Relatives include persons who are related by marriage, adoption or common-law.

ARTICLE 30.021 - SPECIAL LEAVE - NEW ARTICLE

In the case of a household or domestic emergency, including illness in the immediate family, an employee shall be entitled to up to two (2) full working days with pay for each household or domestic emergency upon notification to the department where she/he works.

ARTICLE 30.05 - MEDICAL AND DENTAL PLAN

- (a) The employer shall pay one hundred percent (100%) of the monthly contribution to the Medical and Dental Plan.
- (b) to (d) as is.

ARTICLE 30.071 - ADOPTION LEAVE - New Article

- (a) An employee shall be granted leave with pay up to a maximum of two (2) days on the occasion of her/his adoption of a child.
- (b) Upon request, the employee shall be granted up to three (3) months leave of absence without pay (Article 30.01), subject to extension upon application to the Employee Relations Department. Upon return to work the employee shall be reinstated in her/his former position according to Article 30.01.

UNION PROPOSALS to amend the 1979/80
A.U.C.E./U.B.C. COLLECTIVE AGREEMENT

(as presented January 24, 1980)

Proposed changes and additions are typed in script.

ARTICLE 23.02 - New Article

There shall be no official evaluation reports

ARTICLE 31.04 - RECLASSIFICATION PROCEDURE

(a) as is.

(b) (i) as is.

(ii) as is.

(iii) *An employee shall be notified of any University Committee meetings pertaining to her/his request for reclassification and shall be permitted the necessary time off without loss of pay and benefits to attend. At the request of the employee a steward shall be present.*

(c) to (e) as is.

ARTICLE 31.05 - WAGE INCREASE AWARDED THROUGH RECLASSIFICATION

(a) as is.

(b) deleted.

ARTICLE 31.06 - WAGE INCREASE AWARDED THROUGH MISCLASSIFICATION - New Article

Where the position does not entail new job duties and has in fact been misclassified since date of hire, the employee shall be placed on the same seniority step in the appropriate classification she/he was on in the original job classification, and shall receive full pay rate adjustment retroactive to the date of hire, except where date of hire is prior to July 1, 1978, in which case, pay rate adjustment shall be retroactive to July 1, 1978.

ARTICLE 33.06 - DISCIPLINARY ACTION/EMPLOYEE FILES

Any written censures, letters of reprimand and adverse reports shall be removed from the employee's files and destroyed by the employee concerned in the presence of both parties after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing any document from any file of an employee, the existence of which the employee was unaware at the time of filing.

ARTICLE 36.02 - WAGE RATES

The Union wage rate increase shall be 18%.

ARTICLE 36.03 - BI-WEEKLY PAY PERIODS - New Article

Employees shall be paid bi-weekly.

36.02 Wage Rates

April 1, 1980 - Monthly

<u>Pay Grade</u>	<u>Step 1</u> <u>Start</u>	<u>Step 2</u> <u>1 Year</u>	<u>Step 3</u> <u>2 Years</u>	<u>Step 4</u> <u>3 Years</u>	<u>Step 5</u> <u>4 Years</u>	<u>Step 6</u> <u>5 Years</u>
I	1107	1134	1158	1184	1208	1233
I (Intermediate)	1158	1184	1208	1233	1259	1284
II	1208	1233	1259	1284	1310	1335
II (Intermediate)	1259	1284	1310	1335	1359	1385
III	1335	1359	1385	1410	1436	1461
III (Intermediate)	1385	1410	1436	1461	1486	1512
IV	1461	1486	1512	1536	1565	1592
V	1565	1592	1620	1647	1676	1703
VI	1676	1703	1731	1759	1787	1815
VII	1787	1815	1842	1870	1897	1926

April 1, 1980 - Hourly

<u>Pay Grade</u>	<u>Step 1</u> <u>Start</u>	<u>Step 2</u> <u>1 Year</u>	<u>Step 3</u> <u>2 Years</u>	<u>Step 4</u> <u>3 Years</u>	<u>Step 5</u> <u>4 Years</u>	<u>Step 6</u> <u>5 Years</u>
I	7.28	7.46	7.62	7.79	7.95	8.11
I (Intermediate)	7.62	7.79	7.95	8.11	8.28	8.45
II	7.95	8.11	8.28	8.45	8.62	8.78
II (Intermediate)	8.28	8.45	8.62	8.78	8.94	9.11
III	8.78	8.94	9.11	9.28	9.45	9.61
III (Intermediate)	9.11	9.28	9.45	9.61	9.78	9.95
IV	9.61	9.78	9.95	10.11	10.30	10.47
V	10.30	10.47	10.66	10.84	11.30	11.20
VI	11.03	11.20	11.39	11.57	11.76	11.94
VII	11.76	11.94	12.12	12.30	12.48	12.67

(based on an 18% increase over one year)

UNIVERSITY PROPOSALS to amend the 1979/80
A.U.C.E./U.B.C. COLLECTIVE AGREEMENT

(as presented January 14, 1980)

ARTICLE 13.09 - Staff Rooms and Facilities

Delete first paragraph (which reads "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.")

ARTICLE 21.01 - Tuition Waiver

On completion of the probationary period a continuing full-time employee, excluding a sessional employee, shall be entitled to tuition waiver to take or audit one (1) credit course per session to a maximum of six (6) units per year (12 months). One (1) non-credit course at any one time may be taken up to the equivalent in fees for credit courses over a year. To determine the equivalent value in fees, reference should be made to the fee for three (3) unit courses in the University Calendar under the heading "Fees, Summer Session". Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to a continuing part-time employee who works more than seventeen and one-half (17½) hours per week.

The remainder of the Article remains the same.

ARTICLE 22.08 - Orientation Period for Transfer and Promotion

When promoted or transferred, the employee shall be on an orientation period for three (3) months. If an employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to her/his former position or to a vacant position in her/his former salary range.

ARTICLE 31.04 - Reclassification Procedure - (c)

The employee shall be notified by letter, within eight (8) weeks of date Employee Relations receives the completed reclassification form referred to in (b) (i) above, of the decision regarding the request. If the reclassification is not recommended, a letter shall contain the reasons for not recommending the reclassification, a copy of which shall be forwarded to the Union.

ARTICLE 31.05 - Wage Increase Awarded Through Reclassification

(a) To remain unchanged.

(b) Update to read ... except where date of hire is prior to July 1, 1979, in which case, pay rate adjustment shall be retroactive to July 1, 1979.

ARTICLE 34.06 - Recall Procedure - (i)

Employees recalled to a position other than that which they held prior to layoff shall be on an orientation period of three (3) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to the recall list.

ARTICLE 34.06 - RECALL PROCEDURE - (1) NEW

Part-time, full-time or sessional employees who have been laid-off may, in addition to being listed on the part-time, full-time or sessional recall lists respectively, submit their names in writing to:

The Administrative Clerk in Charge of Recall
Employee Relations Department

to be considered for employment on an irregular, hourly basis.

A copy of each request shall be sent to the Union office within five (5) working days of receipt of such request.

Article 34.07 (a) - Notice - shall not apply to employees working under this section (34.06 (1)) due to the short duration of each job.

ARTICLE 30.01 - LEAVE OF ABSENCE WITHOUT PAY

- (a) An employee may apply for and receive a leave of absence without pay for personal reasons for up to three (3) months duration. Leave for longer than three (3) months shall only be considered under exceptional circumstances.
- (b) Permission shall be obtained in writing from the Department Head. The request shall contain the date leave is to commence and terminate. If leave is for longer than one (1) month, the employee shall notify the University, in writing, not less than one (1) month prior to date of return whether or not she/he is returning to the University at the end of the leave. Failure to do so will constitute resignation.
- (c) Every effort shall be made by the University to comply with an employee's request for such leave. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.
- (d) Extensions to leaves of absence will not be granted except in cases of illness. A doctor's certificate must accompany such request for extension.
- (e) Upon return to work the employee shall be placed in her/his former position provided the leave has not exceeded one (1) year. If leave has exceeded one (1) year, the employee shall be transferred to a coincidentally vacant position. If no vacancy exists, she/he shall be placed on the recall list.
- (f) During leave of absence without pay, employees shall accrue seniority for up to one (1) month. The University agrees to maintain employees on the Medical and Dental Plan during a leave of absence without pay for up to one (1) month, subject to Article 30.05 (a).

ARTICLE 37.01 - Duration of Agreement

The University is proposing a three year agreement.