

Association of University and College Employees

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

CONTRACT/80

BULLETIN 3

FROM THE CONTRACT COMMITTEE

The following contract proposals, to be voted on by the membership, have been formulated by the Contract Committee. The Committee will be presenting its rationale for these proposals at this meeting. The approved proposals will be included as items for the upcoming 1980 negotiations.

People will have an opportunity to bring any proposals they have to the floor.

PLEASE BRING THIS NEWSLETTER TO THE MEETING.

Non-Monetary Proposals (*Proposed changes and additions are typed in script.*)

3.02 Continuing Employee

A continuing employee shall mean an employee who is hired to fill a position of more than three (3) months duration or as provided in Article 3.04.

Such employees may be hired to work either full-time or part-time. Continuing full-time employees shall be paid by the month; part-time employees may be paid either by the month or the hour.

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

3.07 Retirement

Employees may retire on the last working day of the month in which their sixty-fifth (65th) birthday occurs, however, retirement shall be optional at any time after the fifty-fifth (55th) birthday.

All employees, upon retirement from the University:

- (a) shall receive a lifetime University Library card, renewable yearly;
- (b) shall be entitled to the same vacation which she/he would

3.07 Retirement - Cont'd.

- have had if she/he continued working to the end of the calendar year;
- (c) shall be entitled to the use of University facilities as per Article 13.06.

Employees may continue in their position with the University after the age of sixty-five (65) and shall continue to receive all the rights and privileges provided for in this agreement.

5.05 Contracting Out

- (a) - (e) as is.

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

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 of 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.

9.01 Human Rights

The University and the Union agree that there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or sexual orientation, marital status, or whether she/he has children, in particular, that there shall be no such discrimination in terms of hiring, promotion, wages, discipline, dismissal or retirement.

17.01 Picket Lines

- (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

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.

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.

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) - (d) to remain as is.

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 (17 ½) 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 these 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.

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.

21.06 Graduate Courses

Delete.

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 I 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".

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 provided 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 to refuse a temporary promotion shall be the employee's choice.

27.15 Time off Between Boxing Day and New Year's Day

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

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 may submit lists of their schedule preferences for consideration. Every effort shall be made by the employer to comply with each employee's proposed scheduled hours of work.

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, 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 and 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.

- (b) and (c) as is.

30.021 Special Leave

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.

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) - (d) as is.

30.071 Adoption Leave

- (a) An employee shall be granted leave with pay up to a maximum of one (1) day 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.

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) - (e) as is.

31.05 Wage Increase Awarded Through Reclassification

- (a) as is.
- (b) deleted.

31.06 Wage Increase Awarded Through Misclassification

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 as she/he was on in the original job classification, and shall receive full pay rate adjustment retroactive to 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.

36.03 Bi-weekly Pay Periods

Employees shall be paid bi-weekly.

Monetary Proposals

Across-the-Board vs. Percentage

The membership will be asked to decide on whether the wage proposal will take the form of an 1.) Across-the-Board or 2.) Percentage increase.

36.02 Wage Rates

We are presenting the following three alternatives for discussion. The Contract Committee will be strongly recommending that we adopt 15% or \$170 across-the-board as a basis for our negotiations.

- a.) 12% or \$136
 - b.) 15% or \$170
 - c.) 18% or \$204
 - d.) other alternatives
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Be it moved that the Membership instruct the Executive and the Contract Committee to refer the following issues to sub-committees:

- i) Pension, Disability and Sick Leave Plans
- ii) Job Classifications and Job Descriptions
- iii) Increment Scale

(The intent of this motion is to implement studies on these vital issues over the course of the next year. During that period it is hoped that the membership will provide some necessary direction and that as a result we will have a thorough and well-researched set of proposals for the 1980 negotiations.)
