



association of university and college employees

SPECIAL MEMBERSHIP MEETING

AGENDA : CONTRACT PROPOSALS

THURS. APR. 5

12:30 — 2:30

5:30 — 8:00

IRC 2

BE SURE TO ATTEND THIS MEETING. IT IS YOUR OPPORTUNITY
TO VOTE ON THE CONTRACT PROPOSALS THAT WILL BE PRESENTED
TO THE UNIVERSITY.

1984-85 CONTRACT PROPOSALS

Contract proposals this year are limited to the areas of wages, job security, health and safety and protection from the effects of legislated changes to the Employment Standards Act.

The Employment Standards Act defines the minimum standards of Employment in BC. Until last year we benefited from the protections offered by this act in the areas of Hours of Work, Overtime, Annual Vacation, Termination of Employment, and Maternity Leave. These sections of the Act no longer apply to us. Certain rights formerly available to us through this Act now have to be written into our contract. It should be understood that we are now bargaining for basic rights that were already ours until the passage of Bill 26.

Those portions of the following articles which are typed in italics represent the changes and/or additions we are proposing.

- The Contract Committee

Notice of Motion:

That during the forthcoming negotiations, AUCE Local 1 firmly commit itself to a mandate of no erosion of its present contractual rights and benefits.

Moved by: Ann Hutchison
Catalogue Records
LPC

THE PROPOSALS:

5.05 Contracting Out

It is agreed between the University and the Union:

- a) that the University shall not contract out services or work where *there are bargaining unit members who can provide the services or perform the work;*
- b) it is further agreed that the University may contract out work or services in situations where:
 - i) *the equipment necessary to perform the required work is not available in any University department or library division;*
 - ii) *there are no bargaining unit members who can perform such work and where such jobs will not be required on a continuing basis in the future.*

[c) is deleted, d) beomes c), and e) beomes d)]

Article 11 - Management Rights

The Management and direction of the working force is vested exclusively in the University subject to the terms of this agreement.

The University agrees that it shall exercise its rights under this collective agreement fairly and reasonably, in good faith and without discrimination.

13.05 Room Bookings

The University shall permit the Union to book University rooms through the Registrar's Office for business meetings of the Union.

Article 19 Technological, Automation and other Changes

19.01 Purpose

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment. *The University agrees to eliminate all injustices to employees and any denial of their contractual or legal rights which might result from technological change.*

19.02 Definition

- a) *For the purposes of this Agreement, the term "technological change" shall mean change or changes, either qualitative or quantitative, introduced by the University in the manner in which it carries out operations and services where such change or changes affect the terms and conditions or security of employment of one or more members of the bargaining unit or alter the basis on which this Agreement was negotiated.*
- b) *A technological change will be deemed to have occurred if one or more of the following events occur:*
 - i) *the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;*
 - ii) *any change, related to the introduction of this equipment, material or process, in the manner in which the University carries out its objectives and operations;*
 - iii) *any change in work methods, organization, operations, or processes which affects one or more employees;*
 - iv) *any change in location at which the University operates.*

[19.03 is deleted]

19.03 Notice of Intent and Agreement

- a) The University agrees to notify the Union as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- b) The foregoing notwithstanding, the University shall provide the Union, and the employees affected, at least six (6) months before the term in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- c) The University shall provide the Union with full access to all of its information affecting its intent to implement technological change. The Union and the University shall jointly assess the impact of new technological processes and products.
- d) Where the University has notified the Union of its intention to introduce a technological change, the parties undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultations in order to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the University to protect the employees from any adverse effects. The University and the Union agree to bargain in good faith on all aspects of the intended change.

19.04 Data to be Provided

The notice mentioned in 19.03 shall be given to the Union in writing and shall contain pertinent data, including:

- a) the nature of the change;
- b) the date on which the University proposes to affect the change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effects the change may be expected to have on the employees' working conditions and terms of employment;
- e) all other pertinent data relating to the anticipated effects on employees.

[19.06 of the old contract is deleted]

19.05 Retraining

No employees shall be dismissed, laid-off, demoted, or have hours of work reduced as a result of technological change.

- (a) Employees in a University department or library division where technological change is taking place shall be eligible for sufficient qualified and standardized training to equip them for the operation of such new equipment and procedures. Such retraining shall occur during working hours at the University's expense. There shall be no reduction in the employee's rate of pay, seniority, or classification during the training period.
- (b) The term "qualified and standardized training" shall be defined as training provided by an accredited agency or institute OR training provided by a bargaining unit member who has previously received a certificate or has successfully completed training provided by such agency or institute. It is understood that if training is provided by a bargaining unit member, it shall

only be provided by someone whose job duties include the training of other employees. Sufficient time shall be designated specifically and exclusively for such training. Employees who have received training from bargaining unit members only shall not in turn provide training to new employees.

- (c) The onus is upon the University to establish just cause for the involuntary transfer of an employee as a result of their inability to successfully complete a retraining program. Such involuntary transfer shall be according to Article 34.04 of the Collective Agreement, and shall not occur until at least 3 months after the training program has been completed. The University shall then post the resulting vacancy as per Article 22.01.
- (d) Any employee who chooses not to accept retraining shall maintain her/his classification and the provisions of Article 34.04 (Involuntary Transfer) shall apply within a notice period of 3 months. The University shall then post the resulting vacancy as per Article 22.01.

19.06 Work Performance

No information acquired by an automated system shall be used for work performance measurement.

19.07 Resulting Agreements

Where the parties agree to appropriate solutions to the problems arising out of intended technological changes, the solutions shall be prepared as a Letter of Agreement between the parties and such Letters of Agreement shall have the same effect as the provisions of the existing collective agreement and shall be subject to the grievance procedure, up to and including arbitration.

19.08 Failure to Agree

Where the parties do not reach agreement within sixty (60) days after the date on which the union has received notification from the University of its intention to introduce technological change, the parties shall refer the matter to step 3 of the grievance procedure (Article 35.03 c)

19.09 Effect of Dispute Resolution on Introduction of Technological Change

Technological change shall not be introduced by the University until the matter is resolved by agreement or arbitration.

Article 24 Working Conditions

24.09 Video Display Terminals

- a) Employees who are required to regularly work with video display terminals shall be entitled to an annual full ophthalmological examination by an ophthalmologist of the employee's choice.
- b) The University shall grant leaves of absence with pay for employees to have such tests and the University shall pay the costs of such tests where such costs are not covered by insurance. In the event that corrective lenses are prescribed, the University shall pay the cost of corrective eyewear.

- c) Where the tests reveal any sign of eye damage, the employee concerned shall immediately be transferred to another position within the bargaining unit without a reduction in pay, seniority or pay grade.
- d) Employees who operate video display terminals shall have a ten minute break away from the terminals after each hour of continuous operation.
- e) A pregnant employee shall not be required to operate a video display terminal and may elect to have their duties reassigned to avoid work on the terminal, or if necessary, to be transferred to another position within the bargaining unit for the duration of the pregnancy with no loss in pay, seniority or pay grade.
- f) The University shall pay for annual tests for both ionizing and non-ionizing radiation emissions from the video display terminals. The tests shall be conducted by an independent party agreed to by both the University and the Union. Any machines that are found to emit radiation at a level which either poses a threat or which exceeds the applicable federal or provincial standards shall be removed from service until the problem is rectified.
- g) The University agrees to adhere to the standards set out in the Occupational Environment Branch (BC Ministry of Labour) booklet Working with Video Display Terminals and any updates to that publication. The University agrees that these shall be the minimum standards to which they shall adhere.
- h) No employee shall be required to change from a standard work week (as defined in Article 28.01 c)), or from their regular work week (as defined in Article 28.01 d)), as a result of the introduction of video display terminals.

Article 27.07 Vacation Scheduling

Prior to the preparation of vacation schedules, employees may submit their preferences to the Department Head. Department Heads shall post a vacation schedule by March 1st of each calendar year. The schedule can be changed thereafter at the request of the employee if the alternative scheduling arrangements meet the work requirements of the Department. Such requests shall not be unreasonably refused.

Employees will not be required to take their vacations in periods of less than one week's duration.

Employees who so desire must be allowed to take their vacation by the end of August.

Article 28.02 Work Day and Work Week

- (a) The normal hours of work for all full-time employees shall be thirty-five (35) hours per week, or seventy (70) hours per two consecutive weeks. The University shall ensure that each employee has at least thirty-two (32) consecutive hours free from work each week, unless overtime is paid as per article 29.02.

Article 28 Hours of Work

28.05 f)

No employee shall be required to change from a standard work week (Article 28.01 c), or from their regular work week (Article 28.01 d), as a result of the introduction of technological change.

30.07 Maternity Leave

((a) and (c) are amalgamated)

(a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. Upon request, the employee shall be granted up to three (3) months leave of absence without pay (Article 30.01), and shall not be denied an extension of up to three (3) additional months leave upon application to the Employee Relations Department. If eligible, she shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act. Upon return to work the employee shall be reinstated in her former position according to Article 30.01, with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

((b) becomes (e))

(b) i) Where an employee gives birth before the commencement of her scheduled maternity leave, or before applying for maternity leave, such leave shall be considered to have commenced on the first day the employee is absent from work.

ii) Where the pregnancy is terminated before the leave of absence begins, or is requested, the employee shall be entitled to at least 6 weeks leave of absence from the date of her first absence from work.

(c) The services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purposes of calculating the employee's entitlement to vacation, sick leave, pension plan, dental plan, and all other plans beneficial to the employee. The University agrees to maintain employees on the Medical and Dental plans during a maternity leave for up to one (1) month, subject to Article 30.05 (a) and (b). After one month, the University shall continue to make payment to the plans in the same manner as if the employee were not absent, where the employee elects to continue to pay her share of the cost of plans which are paid for jointly by the employer and the employee.

(d) Where the University has discontinued an employee's position, or discontinued operations during a leave of absence under this Article, and has not reinstated the employee's position, or has not resumed operations by the expiry of the leave of absence, the employer shall comply with Article 34.

(e) After completing six (6) months service, following return to work after maternity leave, employees will 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 Unemployment Insurance benefits were received. Provided the employee has received the benefit mentioned above, the University will pay to the employee her salary for the two-week waiting period for Unemployment Insurance. If the employee does not apply for, or qualify for, Unemployment Insurance Benefits, the University will not pay monies to the employee for the period of time the employee was on maternity leave. *The University will undertake to inform those employees applying for maternity leave of the existence of this agreement.*

Article 34.07 Notice

- 34.07 a) i) All employees with less than three years service will receive a minimum of one (1) month's written notice of layoff or one (1) month's pay in lieu of notice, except temporary employees who will receive two (2) weeks notice or two (2) weeks pay in lieu of notice. *Pay in lieu of notice will equal either the employee's normal weekly wages for the last 8 weeks worked, or their average weekly wages for that period, whichever is greater.*
- ii) *After the completion of 3 years service, all employees shall receive one (1) additional week's notice or one (1) additional week's pay in lieu of notice, and for each subsequent completed year of employment, an additional week's notice or pay in lieu of notice up to a maximum of eight (8) week's notice or eight (8) week's pay in lieu of notice.*

The Union shall be notified in writing at that same time as the employee concerned.

- b) *The period of notice shall not coincide with an employee's vacation.*
- [b) becomes c), c) becomes d) and d) becomes e)]
- f) *Where an employee continues to be employed after the expiry date of the period of notice given under Article 34.07 a), the notice is without effect.*

