

ARTICLES BREACHED BY MANAGEMENT IN THE CREATION OF THE NEW
MATHEMATICS AND SCIENCE EDUCATION DEPARTMENT

July, 1980

- FAILURE TO CONSULT :

"24.05 (c) Where a permanent change is considered in the location of work areas or in working procedures, the employees concerned must be consulted before any changes may begin."

- FAILURE TO COMPLY WITH THE THREE-MONTH NOTICE OF CHANGE :

"19.06 Notice of Layoff or Involuntary Transfer due to Technological Change

"Employees laid-off or involuntarily transferred due to conditions of this Article shall receive three (3) months notice or pay in lieu of notice. Severance pay will be paid out twice monthly, equivalent to the salary received prior to layoff."

(19.02 Definition: "An employee shall be considered displaced by technological change when her/his services become redundant or are no longer required in the same capacity, as a result of change in University procedures or equipment, or a change in process or method of operation which may diminish the total number of employees required to operate the department.")

- FAILURE TO RESPECT SENIORITY IN THE CHOICE OF JOBS :

"34.04 (d) In the case of involuntary transfer, employees within the same classification in the department or library division where the coincidental vacancy occurs shall have the priority, in order of seniority, to this position and subsequent positions. The employee being involuntarily transferred shall fill the position remaining. No posting of the vacancy shall be required."

(Continued)

("34.01 Definitions"

"(c) Involuntary Transfer - The movement of an employee from a discontinued position to another position in the same classification.")

- FAILURE TO TAKE INTO CONSIDERATION EMPLOYEE'S PROPOSAL FOR LIST OF DUTIES, AND FAILURE TO MAKE LIST OF DUTIES CONSISTENT WITH THE STANDARD JOB DESCRIPTION :

"31.02 List of Job Duties"

"(b) The employee shall be requested to draft her/his list of tasks or duties for the assistance of the Department Head in establishing the requirements for each position. Before such list (or amended list) is established as complete, the employee shall sign it, to signify that she/he has been given the opportunity to read the list and make final suggestions. When signed by the Department Head or designate, the list (or amended list) shall become official."

"(c) Lists of tasks or duties may not be all inclusive, but all work performed within an individual position must be consistent with the terms of the standard Job Description of the classification."

"31.01 Job Descriptions

"The current approved Job Descriptions shall be the recognized standard descriptions of each classification. Revised or new Job Descriptions and/or pay grades will not be implemented until accepted by the Union. Written notice of objection must be given by the Union within sixty (60) days of receipt, or such descriptions shall be considered accepted."

(Continued)

- DISCRIMINATION DUE TO TRADE-UNION ACTIVITY :

"9.03 Trade Union Activity

"The University will not discriminate against any employee because of union membership or union activity or for the exercise of rights provided for in this agreement."

"8.01 Recognition

"The University recognizes the stewards elected by the Union and shall not discriminate against such stewards for carrying out duties proper to that position."

- NO GOOD WILL SHOWN BY THE UNIVERSITY ADMINISTRATION :

"ARTICLE 1 - GENERAL PURPOSE

"1.01

"The purpose of this agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit of both parties and the community they serve."