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GENERAL MEMBERSHIP MEETING
29 SEPTEMBER, 1988

M I N U T E S

The Chair called the meeting to order at 12:35 p.m.

1. ROLL CALL OF OFFICERS

Pamela Lundrigan, Chair (President)
Shirley Irvine (1st Vice-President; Chair, Grievance Committee)
Susan Claybo (Chair, Job Evaluation Committee)
Lee Bryant (Sergeant-at-Arms)
Patsi McMurchy (Sergeant-at-Arms)
Rod Haynes (Business Agent)
Joe Denofreo (CUPE Representative)
Rebecca Davey (Administrative Secretary)

2. CONTRACT PROPOSALS

Article 5.05--Contracting Out

This was discussed at the meeting of 15 September, and the Chair summarized it again. Under the terms of the Collective Agreement, the University's use of temporary employees may not exceed 2% (FTE) of the total number of employees in the bargaining unit. It appears that from July '87 to July '88 the University used on average only 50% of their allowed number, and twice as many agency temps. as LTO temps. Since then, underuse of the allowed number has not been a problem, but the issue is still a concern. To remedy this, the Contract Committee has recommended no contracting out whatsoever.

Kitty Byrne asked what excuse the University offers for hiring so many agency temps. Pamela stated that the University claims that members in LTO are usually looking for full time jobs, so it is difficult to keep a full pool.

CARRIED

Article 9.05--Personal Harassment

Pamela summarized that this article was also discussed at the meeting of September 15. At that meeting, Kitty Byrne stated that the Union does not exist to deal with problems arising between members, but between members and the employer. A "co-worker" clause has no place in the Collective Agreement, and it was asked that the language be rewritten to reflect that. The members present agreed and it was decided that the Contract Committee would bring to this meeting such language. The Contract Committee presented the language, rewritten as asked, and it was carried.

Article 9.06--Discrimination

Similar discussion for this took place as for 9.05, and the same conditions imposed. The Contract Committee removed language referring from "co-worker to co-worker".

The amended clause was CARRIED

Article 21.06--Graduate Studies

There was no discussion.

CARRIED

Article 21.08--Children and Spouses

Discussion on this topic ranged from the effect this would have on other benefits, the possibility of this covering non-credit courses, what was a "spouse" in legal terms, and whether it is a cost factor. Joe Denofreo stated that the terms "spouse" and "children" are defined in the law, and that these definitions would apply in the case of any questions arising as to who was entitled to such a benefit. He mentioned that such a benefit applies in at least one other Canadian University.

It would apply to credit and non-credit courses as written in the Collective Agreement, and there would be a cost factor. The Chair then stated that whether or not we go for this (should the employer agree) would be dependent on other items in the negotiations. This sparked a question by Suzan Zagar of who decides on the course of the negotiations? Does the Committee come back to the membership to decide on priorities? Kitty suggested that there be some discussion on whether the membership should vote on individual articles or a package. Ann Hutchison stated that the membership should establish its priorities. Obviously, some benefits will have to be exchanged for others, and the membership must have input into this decision. The Chair stated that the Contract Committee will inform the membership on the status of negotiations throughout the bargaining sessions. She further pointed out that bargaining is not a cut and dried procedure; there has to be some flexibility while bargaining is taking place. Ann suggested that if the membership votes on priorities, the committee will get a sense of what course to pursue.

MOVED Hutchison SECONDED Skibo

"That at the conclusion of discussion of the contract proposals, the membership will give some direction to the committee regarding its priorities."

CARRIED

Further discussion took place, and an amendment to the proposed language was suggested.

MOVED Sywulsky SECONDED Irvine

"That the proposed Article 21.08 be amended to read that children and spouses of members shall EACH be entitled to tuition fee benefit up to 6 credits"

CARRIED

Further discussion followed, during which it was pointed out that a single person would not benefit from this article. Kitty stated that this applied to many benefits. A member then stated that we should look at what is best for a majority of members, not the individual. This was applauded by the members. The question arose of what restrictions would apply to adult children? Would there be an age limit? Joe pointed out that such details would be negotiated if the proposal goes to the table. The chair called the question.

CARRIED

Article 23.01--Employee Files

Rod Haynes spoke to the proposed article. This issue arose because UBC is using APRs as disciplinary criteria, yet claiming they are not disciplinary documents. He felt that language on the table would raise the issue and put us on record as being against their use and abuse.

Various members spoke against it, stating that it would be a sign of condoning their use if we introduced language on APRs, and lend credibility to their position. Also, there is danger that in adding language we could become stuck with specifics, and may run into problems. It would be preferable to leave the language as it is, and use the grievance procedure whenever necessary.

Rod pointed out that the reason for including the new language is that currently, unfavourable APRs are not grievable.

Kitty Byrne introduced as a Point of Information the fact that the University regards as a document anything written on paper.

Ann Hutchison stated that she did not think that including Annual Performance Reviews in the Collective Agreement was the most effective way to deal with them.

Helen Glavina stated that she disagreed with the inclusion of proposed Article 23.03, as its existence indicates tacit acceptance of the use of APRs.

Shirley Irvine disagreed with the new language. The Union has never had any difficulty grieving 23.01. The University can't prevent grievances. New language will not stop misuse or poor application of APRs. They are always subjective.

A member inquired as to what motivated the inclusion of the proposed new language. Rod replied that when problems resulting from Annual Performance Reviews occur, the University is reluctant to deal with them through the Grievance procedure.

Shirley added that the University has accepted the fact that the Union can grieve under the present language. They take the position that if a member does not grieve an unfavourable APR then s(he) has accepted it. The problems that arise do not result from the contract language, but from the fact that APRs are subjective.

More discussion followed relating to the significance of an employee's signing her/his APR, the consistency of the reviews, and why they existed at all.

Joe stated that APRs are a problem that this local has. There is not usually any reference to them in Collective Agreements. There is no clear direction to be found from studying the decisions of arbitrators in matters relating to Annual Performance Reviews. Some say yes, they are disciplinary documents; others that they are not. They can be used as evidence either way. They do become documents at the arbitration stage.

The question was called.

23.01 was DEFEATED

23.02 was DEFEATED.

Discussion then followed around possible rewrites of the proposed language. Joe suggested leaving it alone. The Union will continue to grieve unfavourable reviews. Kitty added that once you attempt to define "document", you narrow what you can grieve. We could define ourselves out of grieving.

MOVED Byrne SECONDED Pound

"That the Contract Committee raise at the bargaining table the Union view that we disagree with the use of APRs.

A member asked if the Union was able to influence UBC policy. Pamela responded that anything could be negotiated, and this included the administration of APRs.

The motion was CARRIED

Article 24.09--Video Display Terminals

The Chair reported that 88% of respondents to the contract questionnaire were in favour of the University paying for eye examinations for all employees using VDTs. She further stated that the intent of this proposal is to force the

University to accept responsibility for such examinations. A member pointed out that one eye examination per year is already covered under MSA. The contract should specify "two eye examinations for members using VDTs".

MOVED Anderson SECONDED Erickson
 "That the Contract Committee rewrite Article 24.09 and present it again to the membership"

CARRIED

Article 24.09 (iv)--Glare Shields

A member asked if the committee has any research on types of shields. The Chair replied that we have none at the moment. Alannah stated that glare shields reduce reflection problems considerably.

MOVED Erickson SECONDED Dobie
 "That proposed Article 24.09 be amended to read 'The University shall furnish glare shields for all VDTs'"

CARRIED

Kitty Byrne asked Estelle Lebitschnig if she had any information pertaining to radiation emissions from VDTs. Estelle replied that there is language, although it has not been included with the Contract Proposals, which requires annual testing of all VDTs. Pamela stated that language was presentyed last year but that it was ignored because we didn't have any statistics. However, the committee received the language from Estelle, and she doesn't know why it wasn't included. Shirley mentioned that a recent study in California has concluded that radiation emissions do occur, and appear to increase the rate of miscarriage in users. It was stated that the Director of the University's Department of Occupational Health and Safety, Dr. Wayne Greene, is not willing to acknowledge the presence of any danger, and tends to minimize the seriousness of health risks associated with VDT use. The Chair said that the committee will obtain further information to be presented at the next meeting.

Article 24.09 (e)--Posture - Ergonomics

The language is the same as that proposed in the previous negotiations. There was no discussion.

CARRIED

Article 28.05--Shift Work

Suzan Zagar commented that we take this proposal to the bargaining table in every round of negotiations. Why have

we not been successful in obtaining this agreement? Pamela added that the University wants its contracts with various locals on campus to be consistent, and since the other campus agreements have dollars or cents per hour clauses, they refuse to discuss percentages with us. Joe pointed out that putting in dollars or cents per hour clauses ensures it comes up every round of bargaining, which is what the University wants.

The question was called. The proposal was

CARRIED

Article 30.05--Medical and Dental Plans

The Chair informed the meeting that response to the contract questionnaire indicated that:

- a) Medical Plan
 - 52% of members want 100% employer contribution
 - 83% of members want 70% or more employer contribution
- b) Dental Plan
 - 65% of members want 100% employer contribution
 - 99% of members want an increase in the employer contribution

The question was called. The proposals were
CARRIED.

Proposed Coverage

Coverage under Dental Plan A and Dental Plan B:

The question was called. The proposals were
CARRIED

Proposed Addition--Coverage--Eye Glasses

Kitty Byrne asked if this language was standard in other Collective Agreements. It was confirmed that this is so. Estelle Lebitschnig suggested that this should be dealt with under Extended Health in the Collective Agreement.

The question was called. The proposal was
CARRIED

The meeting adjourned at 2:25 p.m.

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09.min