

Religious Studies. Marilyn Bratzen
She has new job
I called Linda Innescott
to find out where
I tried to reach you by phone but
was unable to do so.

I understand from Susan Berry, our Chief Steward that you want to know what benefits the
Temporary Employees have under the terms of our collective agreement. ^{proposed}
Firstly, let me say that your union dues are prorated ^{in the} the same as your holidays, maternity
leave etc are calculated.

All of the terms of employment for Temporary Employees can be found in the Collective
Agreement under Article 3.04. I have photocopied the relevant information and articles
for you.

We do not like to have Temporary Employees in our bargaining unit and for this reason ^{the union}
have restricted the number of Temps the university can hire to 2% of our bargaining unit.
We feel that you should be applying for a full time continuing position or a continuing
part-time position if you want all the benefits that our members have. If we allow
the University to hire Temps without the restrictions, as outlined in Article 3.04,
we will be in the same position as the larger department stores who only have ^{have} temporary
workers to avoid paying benefits ^{and} also so that they cannot have a collective bargaining
unit because they can be laid off at will. You will note that we have very specific language
about Temp Employees, ie that ^{the university} they can only fill short term positions due to sick leave,
maternity leave when these leaves cannot be filled through temporary promotion.

The major benefit that you do get from belonging to this union is that you get the same
wage increases which we negotiate for the rest of our members ~~and that is a major benefit.~~

^{that you become a}
I would suggest to you and ~~welcome you as a fulltime~~ continuing employee in our
union and ~~suggest to you~~ that this is the avenue you should seek if you are looking for
such benefits as ~~wages~~ the medical, dental plans and the tuition fee benefit, better
holidays and the job security benefits ~~as well as union representation.~~

We certainly welcome new members.

A.K.

P.S. We have also discussed this fully on the phone.

B A L L O T I N S T R U C T I O N S

1. After marking your ballot, cut the ballot from this instruction sheet, and enclose it in the small coin envelope and seal it;
Your ballot is now secret; Do not mark this envelope in any way
or your vote will be spoiled.
2. Put the small coin envelope inside the medium sized identification envelope addressed to the CUE Union Office.
3. Sign your name next to your name label on the medium sized identification envelope. IDENTIFICATION ENVELOPES THAT CANNOT BE IDENTIFIED WILL NOT BE OPENED AND COUNTED.
4. Return your ballot enclosed in the two envelopes by June 19, 1987 to the CUE Union Office via Campus Mail. Ballots not returned by 5:00 P.M. on this date will not be counted.
5. When your name has been checked against the dues check-off list, your identification envelope will be opened and the ballot envelopes mixed before opening, thus ensuring a secret ballot.

REFERENDUM: Are you in favour of hiring a Business Agent to work in the Union Office

YES

☐

NO

☐

THE UNIVERSITY OF BRITISH COLUMBIA
INTERDEPARTMENTAL MEMORANDUM

TO

Red Haynes
Pamela Lundrigan
Adrien Kiernan

FROM

Susan Berry

DATE

10 A.M.
December 2, 1987

Telephone call this a.m. from
Marilyn Bratzer } she is très pissed off
Religious Studies }
local x 2515

- A. Pls have Marilyn's mailing address for union material be her home address, as she is a temporary employee, (the TEMP POOL) & moves around too much: Marilyn Bratzer
[redacted]
Vancouver B.C. (doesn't know her postal code)
[redacted] (phone)

- B. Article 21.01 Tuition Waiver.

The clause that infuriates her is the "continuing part-time employees... 17 1/2 hrs week"

She is full-time TEMPORARY & feels it is most unfair that she is therefore ineligible for Tuition Waiver. (I explained the UBC stand on this) She blames the union for not protecting, or caring about the rights of temporary workers.

Union dues are also pro rated

C.: Marilyn feels it is unfair that she pays Full union dues, when in fact she can be laid off (not called in) to the temp pool for days or weeks at a time & suffer loss of wages. (I didn't know the dues structure but said we'd get back to her.) She wants to stay in the Temp Pool until she decides where she'd like to become permanent & looks at this as about a year from now.

D.: She would like to receive a letter from the union President (sorry, Adrien) that outlines what CUPE 2950 does for Temporary Workers at UBC & she wants the nitty gritty details.

"full dues but no pension, health, sick, vacation, tuition benefits"

She didn't wish to discuss it on the phone she wants a letter that points out what part of the contract works for her, & what exactly the services are that we provide Temporary Workers.

That's it. That's enough...

Sue

.02 Continuing Employee

continuing employee shall mean an employee who is hired to fill a position of more than three (3) months duration.

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.

Continuing Part-Time Employee Benefits:

Continuing Part-Time Employees shall receive all the rights and privileges of this Agreement except as noted below:

a) Sick Leave (Article 30.06)

The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in the previous month.

b) Statutory Holidays (Article 26)

The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.

(c) Medical and Dental Appointments (Article 30.06 (c))

Continuing part-time employees shall be exempt from this benefit.

(d) Compassionate Leave (Article 30.02)

The continuing part-time employees shall receive pay for compassionate leave on a pro rata basis, according to the number of hours worked in the previous month.

(e) Vacation Entitlement (Article 27)

Continuing part-time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.

(f) Maternity Leave (Article 30.07)

Continuing part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article 30.07.

Continuing part-time employees who are paid by the hour shall receive pay for Maternity Leave according to the average number of hours worked per month in the previous year.

3.03 Sessional Employee

A sessional employee shall mean an employee who is hired to fill a recurring position which approximately coincides with the University Winter Session or the University Inter/Summer Session. In the case of the Winter Session, a sessional position shall not begin later than September 30th nor end earlier than April 1st.

Such employees may be hired to work either full-time or part-time.

Such employees shall be paid by the month or the hour.

Sessional employees shall be entitled to all the rights accorded continuing employees, except where otherwise specified.

3.04 Temporary Employee

(a) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of less than three months duration except by mutual agreement of the parties, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion.

(b) Such employees shall, at date of hire, be assigned a termination date under the conditions of Article 34.03.

(c) Such employees may work either full-time or part-time and shall be paid by the hour.

(d) Temporary employees will not have rights under the provisions of Article 19 - Technological, Automation and Other Changes. Should temporary employees be laid off prior to their termination date due to technological change, the procedure to be followed will be Article 34.05 (c).

(e) At no time shall the number of temporary employees on assignment exceed 2% of the total number of members in the bargaining unit. This percentage refers to full-time equivalents and will be calculated monthly and reported to the Union.

(f) All temporary employees accrue seniority from date of hire, as per Article 32.02, and can apply for any posted vacancy, as per Article 22.02.

(g) **Temporary Employee benefits:** Temporary employees shall receive all the rights and privileges of this agreement except as noted below:

i) Discharge (Article 33.03)

The temporary employee shall receive two (2) weeks notice of discharge.

- (b) Part-Time Employee - A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week or seventy (70) hours per two consecutive weeks, as defined in Article 28 (Hours of Work).

3.06 Student Assistant

The term "student assistant" shall mean any full-time student who is enrolled at the University and works no more than ten (10) scheduled hours in any one week.

Such student assistants may work more than ten (10) hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "replacement" shall not apply to terminations or severances.

Such student assistants are outside the certification.

A student who is hired to regularly work more than ten (10) scheduled hours per week shall be considered an employee as defined in Article 3.01.

Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate as outlined in this agreement.

3.07 Retirement

Employees shall normally 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 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.

Providing there is mutual agreement between the employee and the University, employees may continue in their positions with the University after the age of sixty-five (65) subject to annual review with a test of competence which would indicate sufficient ability to perform the job satisfactorily, and shall continue to receive all the rights and privileges provided for in this agreement.

3.05 Full-Time and Part-Time Employee

- (a) Full-Time Employee - A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week or seventy (70) hours per two week period as defined in Article 28 (Hours of Work).

ii) Statutory Holidays (Article 26)

Temporary employees shall receive pay for statutory holidays on a pro rata basis according to the number of hours worked in the previous month, providing they are on active assignment and have not reached the termination date of that assignment. Temporary employees who work fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.

iii) Medical and Dental Appointments (Article 30.06 (c))

Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Temporary employees who are working on assignments of less than 35 hours per week shall be exempt from this benefit.

iv) Maternity Leave (Article 30.07)

Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Any payment by the University with respect to maternity leave will be pro-rated according to the average number of hours worked per month in the year prior to the maternity leave.

v) Compassionate Leave (Article 30.02)

Temporary employees shall receive pay for compassionate leave on a pro-rata basis according to the number of hours worked in the previous month, providing they are on active assignment and have not reached the termination date of that assignment.

vi) Vacation Entitlement (Article 27)

Temporary employees shall accumulate and receive vacation entitlements according to the number of hours worked each month.

vii) Layoff (Article 34)

The termination date assigned to a temporary employee under Article 34.03 (b) will be honoured unless two (2) weeks notice, or two (2) weeks pay in lieu of notice, is given.

viii) Sick Leave (Article 30.06)

Temporary employees shall be exempt from this benefit until they have accumulated sixty-six (66) days of service, in which case they shall receive the benefit in accordance with Article 30.06(e).