

# ACROSS CAMPUS

Local 1 (UBC) NEWSLETTER

august 8, 1977

Association of  
University &  
College  
Employees

22 Western Pkwy.

no. 10

8 COHEN CATHY  
EDUCATION

~~WITE~~ 707  
Union  
Office

## Membership Meeting

thurs.  
aug. 11th  
irc 2

12:30.. 2:30pm

## agenda

### AGENDA

1. NO SMOKING
  2. APPROVAL OF AGENDA
  3. APPROVAL OF MINUTES
  4. CORRESPONDENCE
  5. CLOSE NOMINATIONS FOR:
    - a) 3 delegates to the Public Sector Employees' Council
    - b) 3 Grievance Committee Representatives at large
    - c) 1 Strike Committee Representative at large
    - d) 1 Division Organizer
    - e) 1 Recording Secretary
  6. TREASURER'S REPORT:
    - a) Motion: That we approve the financial report for the month of July, 1977,
    - b) Motion: That we pay the Provincial Per Capita tax for August 1977.
    - c) Motion: That we allocate \$1000 for office expenses for August 1977.
  7. CONTRACT COMMITTEE REPORT AND ANY EMERGENCY MOTIONS !!
  8. GRIEVANCE COMMITTEE REPORT:
    - a) Motion: That we take the Library job promotion grievance to arbitration and pay related expenses.
  9. STRIKE COMMITTEE REPORT AND EMERGENCY MOTIONS
  10. PROVINCIAL REPORT
  11. COMMUNICATIONS REPORT
  12. NOTICE OF MOTION:
    - a) That the Division Organizer be a full-time paid position (at a rate equivalent to the last position held by the person elected) for a period of six months. Moved by Jay Hirabayashi. Seconded by Lid Strand.
  13. OTHER BUSINESS
- ADDENDUM TO GRIEVANCE COMMITTEE REPORT:
  - b) Motion: That the holiday recall grievance be taken to arbitration.

# division organizer

## FULL TIME DIVISION ORGANIZER

NOTICE OF MOTION: That the Division Organizer be a full time paid position (at a rate equivalent to the last position held by the person elected) for a period of six months. Moved by Jay Hirabayashi. Seconded by Lid Strand.

MOTIVATION: The position of Division Organizer was approved at the June 9, 1977 meeting and in theory, at least, was a positive step toward strengthening the Union. AUCE Local 1 was founded upon non-autocratic principles that demand participatory democratic practice. If our Union is to function as a viable force towards improving working conditions, reducing the sex discrimination gap in wages and protecting our membership from breaches of our contract, effective lines of communication has to exist between the individual members and the respective committees responsible for these aims.

In theory, these lines of communication are carried by the steward and committee structures of the Union. Each office or group of offices of from 5 to 20 members should have an elected shop steward. This person should be familiar with the contract and be a liason between the individuals in the shop area and the various committees. Each division should have an elected representative on the Executive Committee, a Division Steward on the Grievance Committee, a Communications Committee representative, a Contract Committee representative and a Strike Committee representative. If all shop areas had a steward and all the committees, divisional representatives, there would be little difficulty in getting your voice heard toward what you want. If your shop area feels, for example, that our contract demands are unreasonable, the shop steward would talk to the division Contract Committee representative and voice that concern. At division meetings, the division Executive representative would hear the feelings of the shop areas and carry their messages back to the Executive. The Communications representative would ensure that the shop area's opinions were printed in the newsletter. From the other direction, if the Executive needed to impart information quickly to the membership, that information would be trans-

mitted via the division representatives and shop stewards directly to the members in the shop area. That, in short, is how the Union should theoretically function.

In fact, many shop areas have no shop steward, and out of nine (9) divisions, the Executive Committee has only five representatives, the Contract Committee only six, the Strike Committee is represented mainly by at-large members with only two divisions officially represented, the Grievance Committee has only three divisional representatives, and the Communications Committee has but one active division representative. Is it any wonder that our active representatives are over-worked and become burnt-out in short order, that negotiations have lasted a full year, that the newsletter is often late and of meager content, that grievances are sometimes up to two years outstanding, that the Strike Committee sometimes creates as much discord as support, that our general membership meetings are often poorly attended exercises in mass confusion.

The Division Organizer could, with the assistance of the membership, greatly alleviate the cloudy creeping shadow of apathetic lethargy that threatens the very existence of this Union. Unfortunately, as the position is now set up, the Division Organizer must work on her/his own free time. With nine divisions constituting over 1200 members, it is unlikely that much improvement can be expected. The Division Organizer should have the time available to visit as many shop areas as possible in addition to the divisions at large. It takes time to talk to people and overcome our general reluctance to take responsibility for our job situation.

If the membership approves of making the Division Organizer a full time paid position for six months, we could expect and demand that the elected person put her/his full energy into the job. An informed and represented membership would mean more effective support for our Contract Committee (hence, shorter negotiations), quicker resolution to grievances, an Executive that truly represents the feelings of the membership, general membership meetings that follow upon intelligent reflection of the relevant issues

instead of being forums for red-herring theatre of the absurd.

The motion provides that the position be funded for six months only. Jerry Anderson, AUCE Treasurer, promises to tell us if we can afford such a position. In our opinion, we can't afford not to have a full time Division Organizer even if we must have deficit budgeting for the short period. It is not our intention that the position be full time perpetually. Once a strong steward structure is established, the Division Organizer should be able to sustain that structure on a free-time basis.

AUCE Local 1 is a unique Union with a structure that potentially allows any individual member's voice to be effectively heard. To actualize that potential, all divisions down to the shop level should be represented. To ensure that such representation is effected, a full time Division Organizer for a period of six months is needed.

# **SUPPORT AUCE**

## **LOCAL 2 (SFU) PRESS STATEMENT**

A delegation of over 20 union members from the Association of University and College Employees, Local 2, appeared before SFU's Board of Governors meeting August 2.

Our union has been without a contract since November 22, 1976 and negotiations have been in process for over nine months. Contract Committee Chairperson Perce Groves brought to the Board's attention the discrepancies between the several wage increases recently awarded to SFU faculty, management workers, teaching assistants and physical plant workers and the wage offer made to AUCE Local 2 - a cash bonus with no increase to the salary scale for the first 12 months.

She also reiterated the Union's strong vote against a bonus which the University offered in place of a 4½% wage offer and the Union's demand that the salaries of the two lowest and two highest grades within the bargaining unit fall into line with others in the Union.

Employees in the lowest grade had their wages reduced to \$3.00 per hour from \$4.44 when the Labour Relations Board ruled them into the bargaining unit in December, 1976.

August 3, 1977

## **MANY THANKS TO OUR CONTRACT COMMITTEE**

# "96.01"

## 96.01 GOES TO ARBITRATION

As reported in the July 8 issue of Across Campus the LRB ruled in our favour on the Time Limits 96.01.

As you may remember, a grievance dealing with a disputed promotion in the Library had been declared invalid by the University because the Step 3 meeting had not been held within the 5 day time limit.

In our submissions to the LRB we showed that:

- " 1) With the exception of the day following receipt of the Step 2 written response a Step 3 meeting could not have been held within the time limits.
- 2) For the same reasons a request for an extension of the time limits by either party could not have been made.
- 3) Both parties are mutually responsible for the processing and resolution of a grievance.
- 4) The University in its strict legalistic approach to grievances is guilty of breaking the spirit of the grievance procedure."

Once the ruling was received the Step 3 meeting was finally held. The Library persisted in its position that the Grievor was not selected for the position because they "...felt that she could not effectively carry out the training and supervisory duties involved in the position because of her hearing disability."

At the Step 4 presentation we showed that 1) She has the ability and experience. For five years she worked in the job that she would now be supervising. 2) She meets the qualifications requirements. 3) She has eight years seniority and was the most senior applicant.

The University agreed that she is a conscientious, hard working employee with a high production record. However, they insisted that she is not suitable for a supervisory position because of her "hearing disability".

As the most senior person in that section she has performed many of the duties of the supervisor. She has answered inquiries and assisted less experienced employees.

Article 34.07 Trial Period states "If the employee finds the job unsatisfactory or is unable to meet the basic job requirements she/he shall be returned to her/his former position, or to one of equal salary range." It is inexcusable that this employee should be ruled inadequate for a promotion even though Article 34.07 would permit the University to return her to her previous job if she is "unable to meet the basic job requirements".

In the University's Step 4 written reply they supported the decision of the Library Administration. At the same time they said they would be prepared to hold an in camera meeting with members of the Grievance Committee and with several Supervisory Personnel from the Library. In this proposal the Grievor would not be present.

At the July 29th Labour/Grievance Committee Meeting we asked the University "What would be the purpose of such a meeting if we have already received your official Step 4 reply?" Their answer was that they wanted to "...go into the reasons for our decision."

The University is attempting to intimidate the Grievor by hinting at reasons for the refusal that would "...destroy any confidence that she has built up."

The purpose of the Grievance Procedure is to thoroughly discuss all the facts relevant to the grievance. Grievors have the right to be present at all meetings concerning them, and no information should be withheld from them.

Therefore, the Grievance Committee moves:

"that the Membership authorize the Grievance Committee to take the Library Promotion Grievance to Arbitration and approve related expenses."



## FINANCIAL STATEMENT

Statement of Income and Expenses for the Period July 1 - 31, 1977.

### EXPENSES

Salary and related expenses	\$1755.85
Bank charges	4.00
Rent	250.00
Printing and stationary	834.36
Telephone	73.21
Conference and meetings	37.00
Office expenses	180.46
Utilities	1087.64
Library	42.50
Provincial per capita	2524.00
Equipment	1125.00
Clipping	119.00
Total expenses	\$8033.02

### INCOME

Dues and initiations	\$15540.00
Bank interest	.69
Total income	\$15540.69
Income	\$15540.69
Expenses	8033.02
Excess of income over expenses	\$ 7507.67
Cash on hand June 30/77	\$33857.74
Cash on hand July 31/77	\$41365.41
Held as follows:	
UCCU Term Deposit	\$10000.00
UCCU Strike Fund	14821.05
UCCU Share Account	25.00
Van City Accounts	16519.36
TOTAL	\$41365.41

THE UNIVERSITY OF BRITISH COLUMBIA

2075 WESBROOK PLACE  
VANCOUVER, B.C., CANADA.  
V6T 1W5

OFFICE OF THE DIRECTOR  
EMPLOYEE RELATIONS

July 29, 1977

RECEIVED

AUG 3 1977

A. U. C. E

Mr. Pat Gibson, President  
A.U.C.E. Local 1  
2162 Western Parkway  
c/o Campus Mail

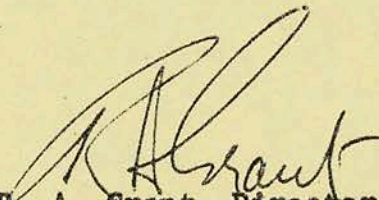
Dear Mr. Gibson,

RE: MSA DENTAL PLAN

The University has been advised that the cost of contributions to the Dental Plan will be increased by approximately 18%. This means that the cost to the University and to the employee will each be increased approximately 9%.

As soon as we have official confirmation of the amount and the effective date of the increase, I shall be in touch with you again.

Yours truly,

  
R. A. Grant, Director  
Employee Relations

RAG:t1

c.c. Mr. J. Hirabayashi  
Union Organizer

# RETIREMENT POLICY

## RETIREMENT POLICY

What do you think the University's retirement policy should be? Robert Grant, Employee Relations Director for the University, is interested in the Union's response to this question. He would like to give guidelines to his department heads on this issue.

Mr. Grant has suggested that perhaps employees would not like to take competency tests should they wish to work after the age of 65 but might like instead to be put on a recall list for temporary fill-in positions. Do you think this should be made University policy? What about competency tests? Should they be discriminative in the sense that only a person over 65 would take them?

Mr. Grant also suggested that perhaps AUCE members would feel they were being held back from promotion if a person decided not to retire at the age of 65. Is this a valid supposition? Does a person at the age of 65 hold back a promotion any more than a person at the age of 25? Is being denied a promotion to a position held by a person past retirement age sufficient reason for compelling that person to retire?

The Grievance Committee feels that any person of the age of 65 or older, who feels capable of working at her/his present job and who wants to continue to work at that job, should be allowed to do so and that a competency test should not be administered to that person unless there is reasonable grounds to do so. The Grievance Committee does not feel that age in itself is reasonable grounds. If a department head is satisfied with the work of a 65 years of age or older employee, then there is no more reason for a special test than there would be if the employee were younger. We are not opposed to a recall list for temporary fill-in positions if such a list is but one of several options equally open to a person eligible for retirement.

Mr. Grant indicated that he wished to set up a pre-retirement counselling program. Provided again that the prospective retiree was not pressured during such counselling into options distasteful to her/his wishes, we have no objections other than that the Union should perhaps be party to such counselling.

Society does not adequately provide for those past retirement age. Such a person

should be given every opportunity to continue working if she/he desires.

What are your thoughts on this subject? The Grievance Committee invites your comments (either confidential or for publication in this newsletter) so that we may better formulate motions for membership approval concerning the Union's view of what the University's retirement policy ought to be.

Grievance Committee

## REPORT

### GRIEVANCE COMMITTEE REPORT

The critical stage of Contract Negotiations has made it more difficult to schedule meetings with the University Labour Committee. It was not until July 29th that we were able to hold a regular meeting. With two Step 4 Grievances at the top of the agenda this meeting lasted from 10 a.m. until 4 p.m.

One of the Step 4 Grievances concerns an employee who was called back in the third week of her four week scheduled vacation.

In January her Dept. Head had sent out a memo suggesting that employees in his dept. limit their vacation time to three consecutive weeks. This meant that those employees who were entitled to more than three weeks would have to split their vacation time.

At the beginning of March the Grievor requested four consecutive weeks, as she is entitled to under the Contract. On March 15 the Dept. Head approved and posted the Vacation Schedule.

During the three months between the approval of the schedule and the Grievor's vacation the Dept. Head had every opportunity to request that she change her vacation. He did not do so.

During the third week of the Grievor's vacation the Dept. Head contacted her by phone and told her that he wanted her to be back to work the following Monday. She said "I think it's unfair but I will be back."

It is absolutely clear in Article

27.07 that once the Vacation Schedule has been approved and posted "the schedule can be changed thereafter at the request of the employee...." There are no provisions in the Contract that allow a Dept. Head to unilaterally change an employee's scheduled vacation time.

The Dept. Head has admitted he approved the Vacation Schedule "...due to an oversight on my part." He has also admitted that he did not discuss the Grievor's vacation entitlement with her until the last day of work prior to her vacation. He has stated in his written Step 3 response that he "...phoned (her) during the third week of her vacation to point out that she was expected back to work the following Monday."

Obviously, the week that the Grievor has lost cannot be recovered. Article 29.07 Call Back provides that when an employee is called back from time off she is entitled to overtime rates for the time lost. This does not give the Dept. Head a license to use this article as an arbitrary means of changing an employee's Vacation Schedule.

The other Step 4 Grievance concerns a Temporary employee who applied for and received a Continuing job in a higher classification. Later, when she checked her file the severance notice stated that her services had been unsatisfactory. When she checked with her previous Dept. Head the only reason he gave for being dissatisfied was that she had left the position prior to the termination date. This, despite the fact that her work had been satisfactory.

The employee has the right, at any time, to apply for and accept another position. The exercising of this right is not grounds for an unfavourable comment in her files.

No Dept. Head can force an employee to remain in a position that they wish to leave. Any attempt to do this is specifically prohibited under Article 1.01. Only the Union, as a whole, can act as the bargaining agent for its members.

If we allow the University to intimidate any employee into making a commitment that is contrary to our Contract we undermine our ability to enforce it.

# SUPPORT AUCE

# ACROSS CAMPUS

## addendum to: special issue

9

To accept or reject the university's latest offer: that is the question.

We will soon be receiving our ballots for the strike referendum and you will be asked to make a decision for or against strike action. A negative strike vote would be very damaging to our union's credibility and we will almost certainly be forced to accept the university's latest offer. We should therefore try to avoid having a negative strike vote.

I propose to people who are unwilling to go on strike to take the following action: attend the special noon-hour July 28 membership meeting and vote in favour of the University's latest offer. This vote will be by SECRET BALLOT. You may not think that the offer is very good, but if you are unwilling to back higher demands with strike action, then you are faced with only one alternative, and that is approval of the university's latest offer.

For people who are willing to go on strike but don't want to do so for the contract proposal as it now stands: attend the special noon-hour meeting and vote in favour of the modifications that you want to see made to the contract proposal. There is a certain amount of uncertainty in this procedure however. If the modifications that you wish to be made are not approved at the meeting, you will then be asked to vote for positive action in support of a proposal that you don't support. So you are therefore faced with the problem of voting in favour of strike action in support of a contract proposal that you DON'T support or voting against holding a strike.

Of course, for people who do support the present contract proposal and are willing to go on strike for it, the procedure is as simple as that for people who are unwilling to go on strike: vote yes on the strike referendum.

So folks, please attend the special meeting on July 28. What happens there is going to affect you for the following 14 months and most certainly is going to affect your pay and working conditions, the state of YOUR union, and whether or not you go on strike. Don't you think these issues merit 2 hours of your time?

Sandra Masai  
Mathematics, Local 2666

P.S. One more point. Jeff Hoskins has stated that we can always accept an offer that we have rejected but that it is impossible to reject an offer once it has been accepted. This is self-apparent. But what is somewhat hidden in this logic is this: how much credibility will our union have left if we reject the university's offer and then have a negative strike vote? How strong will our union be if we have a positive strike vote and then are unwilling to set a date for that strike? Remember, when you are voting on the strike referendum that if you vote for strike action, you may then be asked to set the date. A positive strike vote is a tool in negotiations, but it is also consent by the membership to go on strike.

JULY 28TH - A CHANCE TO DETERMINE THE FUTURE OF YOUR UNION.

The special general membership meeting on Thursday, July 28th will be one of the most important ones for the future of this union. I would like to impress upon all members the urgency of attending this crucial meeting. At this meeting we will be presented with two choices: after over ten months of negotiations we are being asked to decide whether or not the University's latest offer is acceptable to us. If it is not, we must then take the necessary next step of having a strike referendum.

I would think that by this time most members have a fairly clear idea as to what they will settle for in this contract. It is not my intention here to debate these issues, nor is it my desire to urge people to either accept the University's offer, or conversely vote in favour of a strike. What I would like to emphasize is that we should not reject the University's offer and then vote against a strike. This would be a terribly harmful thing for our Union - it would place our Contract Committee in an impossible position, and would virtually destroy any future bargaining power. A negative strike vote would be a slap in the face to our Contract Committee members who have spent many long, hard hours attempting to negotiate the best possible contract for AUCE members. A negative strike vote would destroy the integrity and credibility of this union.

To those members who say they are disenchanted over these long, drawn-out negotiations, who say they would like to have this tedious dispute concluded, I can heartily agree. If people feel the University's offer is acceptable, then they should vote in favour of it. If some members feel that the offer made by the University is not acceptable, yet at the same time do not feel they would vote in favour of a strike, they too should accept the University's offer. If we reject their offer and then reject a strike vote, we will only have to accept this offer in the end.

Our membership must now make a simple, very important decision: either accept the University's latest offer or vote in favour of a strike. The decision is up to the individual discretion of each member. Please turn up on July 28th and have your vote counted.

Cathy Agnew  
Math Department