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An Unsuccessful Attempt at Compiling a Chronology of Negotiations

Ray Galbraith

I undertook - naively - the task of compiling a chronology of the contract negotiations which have spanned the last six months. Needless to say, the project was formidable and I was forced through sheer volume of verbiage to abandon it. There have been few highlights to date in the negotiations for our new contract. This has made it difficult to single out events for special consideration. Hopefully, you have attempted to save past newsletters and contract bulletins. "The Ubysee" has run the occasional article on our Local and on our contract negotiations in particular. Even the "ubc reports" has dealt with us - it is interesting that this flier published by Information Services achieved its status as a weekly publication during our strike in December of 1975.

In my original draft I stated that negotiations had been under way since mid-August, 1976, and that both the Union and the University had their proposals on the table by August 31st. I referred to the number and to the complexity of the Union's proposals, as opposed to the sketchy University proposals. It appeared that the main thrust of Grant's submission was an attempt to undermine some of the rights negotiated in our past contracts. I quoted Grant, the negotiator for the University, in regards to his desire to create a "harmonious relationship" with AUCE. I indicated that it was Grant's belief that the negotiations would drag on beyond the expiry date of the contract and could take as long as eight weeks to complete. Grant also hinted that mediation was possible further down the line.

I then made extensive references to the information-laden newsletter and contract bulletin which appeared in late September and early October. It was reported at the time that endless and fruitless discussions and re-discussions of the issues occurred - the lack of progress was embarrassing. I remarked that Grant was very complimentary in regards to the stature and the presentations of the Contract Committee. I brought up the issue of Grant's vacation for the month of September. Grant had left Clark in charge of negotiations. The Contract Committee was led to believe that Clark automatically inherited Grant's decision-making powers and responsibilities. It was a naive and optimistic assumption. Clark's first comments on the first issue discussed were to the effect that he would have to go back to his superiors to check which issues he could discuss and what he could say. September, as well as the majority of October, was frittered away.

The next reference in my chronology was to the reasons why the Contract Committee applied for the services of a mediator - and in the process stealing some of Grant's thunder. I discussed the role of the mediator and recounted some of the early mediation sessions. At this point the AIB barged into the foreground in early December. Until this intrusion, speculation was rampant that the University was delaying serious bargaining. According to this line of reasoning the University was only prepared to bargain in a more serious vein when the AIB had reached a decision. I then indicated that sorting out the implications of the rollback and the payback occupied us for most of December. Much of our energy was dissipated because of the AIB-related decisions which had to be reached. Only in the past week have we been able to re-direct our energies to the contract negotiations.

Throughout my unsuccessful chronology I was constantly referring to the ongoing discussion of the proposals. I then attempted to link the two articles with a statement to the effect that we, the membership, would have to make some tough decisions in order to facilitate the signing of a new contract in the near future.

Several impressions and facts have remained with me since the outset of negotiations. Grant's statement, earlier in negotiations, that this year's negotiations were based on two facts is interesting. The two facts were: i) the AIB, and, ii) the University's ability to pay. In the February 16th issue of the "ubc reports", Grant re-affirmed this position - "The University has offered 6 per cent in wages in benefits, which is based on its ability to pay." Obviously, the University's ability to pay has increased by 4 per cent in light of our recent rollback. Point #2 is no longer a valid contention. In the October 21st negotiating session Grant stated that the University was always in a shaky position in regards to its outside funding. He said that hard-nosed decisions were being made in the public service sector, and that "that kind of concern has told us that you should not take anything away from the employees, and that you should not give anything away." Unfortunately, this has not been the rule during this set of negotiations.

Despite Grant's statements early in negotiations that our Contract Committee had acted in a rational, professional manner, the impression lingers that our unionizing was a slight to the Dept. of Employee Relations. Grant has intimated several times that if he had been in the driver's seat for our first set of negotiations the University would not have bargained everything away but the kitchen sink. In fact it could be plausibly argued that he perceives his function as recouping past losses and repossessing the kitchen table and chairs. Finally, we come to the issue of tactics. It has been my impression that Grant employs the "divide-and-rule" approach. He is aware - and he has been quick to point out - that the membership as a whole does not necessarily support each proposal. This is undoubtedly the case and it provides sufficient rationale for a special membership meeting on contract negotiations and on the issue of priorities.

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Long on Discussion - Short on Resolution: the first six months of negotiations

Six months of negotiations - repetitive discussion and monologues, much drift, and little resolution. Twenty-six articles signed to date, with over sixty outstanding. The reasons for the lack of significant progress have been dealt with in past newsletters and contract bulletins. Perhaps the number of contract proposals we presented the University last August have been a stumbling block. But, our original proposals were justified in regards to the day-to-day application of our contract by the University - and for the most part they still are. Two reasons for the paucity of tangible results stand head and shoulders above the others. Firstly, the University's perennial paternalistic attitude vis-a-vis AUCE - their representatives appear incapable of taking a body - mainly composed of women - such as us, seriously. Secondly, the AIB. For the first three and a half months of negotiations it was evident that the University was biding its time until the anti-inflation board ruled on last year's contract. And, for the last two and a half months we have been embroiled in a struggle to resolve the ensuing rollback and payback.

* REMEMBER TO BRING
YOUR PROPOSED CONTRACT
TO THE MEETING!

I.R.C. 2

12:30-2:30

MARCH 3rd

THURS.

SPECIAL
MEETING

260055
campus
No. 2, Feb. 28, 1977
AUCE LOCAL 1
CONTRACT
EDITION

What we are faced with now is to make a series of decisions as to our priorities - what we feel is the minimum that we are willing to negotiate into our contract, in excess of those items already negotiated. The path is a rocky one in that many of the outstanding items are either money or union security related. With the AIB rollback and payback settled one of the remaining barriers to a settlement should have been removed. The onus is now on us to either re-affirm or re-adjust our priorities. This is the purpose of the special membership meeting scheduled for March 3rd. The presence of all AUCE members is important - decisions have to be made in regards to this set of negotiations. Whatever they may be they should be arrived at - after the fullest discussion of the issues - by the greatest number of members possible.

The Contract Committee has a sense of what the priorities are - and they are outlined in this bulletin. As the membership, it is our responsibility to provide the Contract Committee with encouragement, criticism, and positive direction. The time has come to resolve this set of contract negotiations. Negotiations for our next contract could get under way as early as July.

Ray Galbraith

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WHAT FOLLOWS ARE ALL OF THE ARTICLES STILL OUTSTANDING WITH THE EXCEPTION OF ARTICLE 34 (Promotion, Transfer, Lay-Off, Recall) WHICH TIME DID NOT PERMIT US TO INCLUDE BY THE DEADLINE OF THIS SPECIAL NEWSLETTER. IT WILL, HOWEVER, BE DISCUSSED AT THE MEMBERSHIP MEETING. ALL OTHER ARTICLES NOT APPEARING HERE HAVE BEEN SIGNED AND WILL APPEAR IN THE NEXT REGULAR EDITION OF THE NEWSLETTER.

THE LEFT-HAND COLUMN REPRESENTS THE UNION'S CURRENT POSITION ON THE ARTICLE; THE RIGHT-HAND REPRESENTS THE UNIVERSITY'S POSITION. THE MEMBERSHIP WILL BE EXPECTED TO ADVISE THE CONTRACT COMMITTEE ON WHAT IT WANTS THE COMMITTEE TO DO ON ITS BEHALF TO RESOLVE THESE ISSUES. PLEASE READ THEM AND GIVE THEM SOME THOUGHT. THE CONTRACT COMMITTEE MUST HAVE A CLEAR POSITION ON EACH OF THESE ARTICLES!

UNION POSITION

UNIVERSITY POSITION

3.01, 3.02 and 3.03 Definitions of Employees

- All employees to be paid by the month

- All employees to be paid by the hour

3.04 Sessional Employees

- University to give 3 months notice when discontinuing a sessional position during the off-season.
- job security for sessional employees to be on the basis of seniority
- right for sessional employees to take vacation time during their working session.

- Sessional employees to work only in "recurring" jobs (all others to be temporary)
- To be called back to the same job each year regardless of seniority
- some resistance to vacation rights

3.05 Probationary Employees

- Temporary employees shall have a probationary period of 66 days (equals 3 months) of accumulated service.

- Union is awaiting a response to latest proposal

3.06 Student Assistants

- Student assistants will only do Pay Grade I level jobs (all others will become Union members as part-time employees)

- Student assistants to work more than 10 hours per week, sometimes
- Student assistants will not be paid Union rates.

3.07 Temporary Employees

- to be limited to legitimately temporary jobs
- University may not extend appointments on a temporary basis
- University may not fill jobs that are really permanent with temporary employees
- University must enforce present contract provisions by making temporary employees continuing employees after 3 months

- employees with a termination date of up to a year after hiring without a break in service, will be laid off without recourse to involuntary transfer ("bumping")
- want to create a new category of "Casual Employees" who will receive no benefits of the contract except pay
- casual employees to be used to avoid recalling laid off regular employees

5.05 Contracting Out

- emergency situations in which the University would be allowed to contract out should be defined as those which could not be averted through reasonable precaution

- emergency situations should not be defined because it adds another question for an arbitrator to decide

5.06 Bargaining Unit Integrity

- Union wants clause from CUPE/UBC contract which would keep Faculty and Supervisory staff from doing our jobs

- University is afraid that CUPE clause might prevent librarians from typing, payroll supervisors from using calculators, Wes Clark from opening his own mail, etc., so they have proposed a clause that would be ineffective.

UNION POSITION	UNIVERSITY POSITION	UNION POSITION	UNIVERSITY POSITION
<u>6.02 Deduction of Dues</u>		<u>27.04 Vacation Schedule</u>	
- new employees to begin paying dues from date of hire	- University thinks it is unfair to require members to pay dues in their first month of employment	- add one week for everyone	- monetary issue, so no increase
	- suggest that the Union collect them on an individual basis	- start adding one day per year in the eleventh calendar year to compensate senior employees better	
<u>7.05 Collective Bargaining</u>		- percentage pay alternative to compensate those who work overtime and shifts.	
- all members of the Contract Committee should attend negotiations with pay	- the University will pay 6 members, the Union to pay the rest	<u>27.05 Accumulation or Carry-Over of Vacation</u>	
<u>10.01 Union Meetings</u>		- should have right to "bank" up to one week per year for up to 6 years	- want right to refuse to allow employees with only three weeks vacation to carry-over more than one week to next year (less than present contract)
- A 2 hour lunch meeting to be held every month in the interests of democracy and participation in the Union	- Union to have 9 meetings a year to be held with 2 weeks notice to the University	<u>27.06 Vacation Flexibility</u>	
- not a cost item because no-one is replaced and does not increase University payroll		- delete reference to 27.03 which is to be deleted	- no change from present contract
<u>13.08 Taxi Vouchers</u>		<u>27.07 Vacation Scheduling</u>	
- should be available from 10 p.m. on	- wants to establish a joint committee to study taxi vouchers	- no change from present contract	- holidays to be guaranteed before end of September for those who want it (presently end of August)
- should be equally available to men and women			- transferring employees to lose seniority rights on vacation scheduling
<u>13.09 Staff Rooms and Facilities</u>		<u>27.13 No Loss of Vacation Entitlement Due to Illness or Injury</u>	
- staff rooms and facilities to be included in all new buildings in which AUCE members will work	- Union is awaiting the results of a meeting to be held between Grant and Physical Plant to determine if University can commit itself to including staff rooms in construction plans	- approval not necessary for genuine illness or injury	- willing to apply against sick leave providing illness is "serious" or injury is "incapacitating" and with medical certificate
<u>13.10 Bicycles</u>		- proof not always possible when on vacation, implies mistrust of employees	
- University to move existing racks to more convenient locations when requested to do so	- results of Physical Plant meeting will determine University position	<u>28.02 Work Day and Work Week</u>	
<u>19.02 Definition (Technological Change)</u>		- discretion of department heads should be reduced in granting modified work weeks	- no change from present contract
- University should not be able to eliminate positions that are vacant without notifying the Union	- University has offered to accept Union's definition if we accept University's 19.03 (same as current contract)	- should be denied only when job requires 5 days a week (e.g. public service and replacement not possible)	- see Union proposal as threat to management rights
<u>19.03 Changes - Not Technological</u>		- employees should choose own hours where possible. Democratic ballot to be used when necessary that group work the same hours	
- changes which result from decreased student enrolment should be exempt from the provisions of Article 19	- all changes "over which the University has no control" should be exempt from Article 19	<u>28.03 Meal and Relief Periods</u>	
<u>19.05 Retraining</u>		- employees should be allowed full 15 minutes of coffee break at nearest adequate staff room	- "cannot agree to permit travelling time on top of the relief period"
- Union has proposed a plan by which employees displaced by technological change and unable to be placed in their pay grade would be eligible for retraining on the job and after working hours so that they could eventually be placed in the same pay grade	- University does not feel that they can accept that much responsibility for displaced employees	<u>28.05 Shift Work</u>	
<u>19.06 Notice of Layoff or Involuntary Transfer due to Technological Change</u>		- regular work on weekends to be considered a shift with differential pay	- no change (monetary)
- Union wants clause consistent with Layoff and Recall proposals	- University wants no change from present contract	- all shifts to be paid 90 cent differential	
<u>21.01 Tuition Waiver</u>		- two weeks notice to be given of shift change or penalty paid up to two weeks after notice (presently one week)	
- Employees should be able to audit courses as well as take them	- University opposes employees being able to audit courses	- shift differential to be calculated before overtime pay calculated	
- Employees should be able to take more than one course per term if they are able to handle it and it does not interfere with their work	- University has offered the equivalent in cost to 3 units per year (less than in the present contract)	<u>29.01 Definition (Overtime)</u>	
- in that the courses are being given whether Union members are in the classes or not, it does not represent an added cost to the University	- University considers this a cost item and intends to report a cost on a new AIB submission	- work beyond 7 hours in a day (except on modified work week) or 35 hours in week to be overtime	- agree to 7hr./35 hr. definition but want right to force employees to work overtime
<u>21.04 Courses During Working Hours</u>		- all work beyond scheduled hours (e.g. 4 hours for part-time) to be voluntary	
- Employees should be able to take courses during their working hours at any time that they can get the approval of their department head and provided that they make up the time lost at an agreeable time	- the University's position is singular	<u>29.03 Overtime Worked on a Weekend</u>	
<u>21.06 Graduate Studies</u>		- work beyond regular hours on weekend should be paid at double weekend rate	- no change (monetary)
- those few employees who qualify for graduate courses should not be discriminated against in eligibility for tuition waiver	- University refuses to extend tuition benefits to those people	- to be same as work beyond regular hours on statutory holidays	
<u>26.05 University Holidays</u>		- not necessarily monetary - only happens when University authorizes it	
- the time between Christmas and New Years and the February break should be paid holidays for staff.	- the University claims that this would "amount to a 2% increase in terms of pay for time not worked."	<u>29.08 Voluntary Overtime</u>	
- this is justified because there is little or no work for most people at those times and because many (possibly most) other Canadian universities close at Christmas	- University is not prepared to shut down operations, some students like to use libraries, etc.	- overtime should be kept to a minimum and voluntary	- want right to force employees to work overtime
<u>27.01 Definition of Terms (Vacations)</u>		- better people should be hired or recalled where possible	
- same as present contract	- University has proposed wording that would have the effect of reducing everyone's seniority for vacation entitlement by one year (i.e. if now in fourth calendar year, would become third, etc.)	<u>29.09 Make-Up Time</u>	
<u>27.02 Vacation Schedule for First Incomplete Year</u>		- gives everyone same right to make-up lost time that would otherwise be unpaid	- want complete discretionary power for department heads
- 1½ days entitlement to bring it in line with 27.04 proposal	- a monetary issue which means no increase	<u>30.01 Leave of Absence Without Pay</u>	
<u>27.03 Vacation Schedule for Second Calendar Year</u>		- after 3 years of work an employee should have right to leave without University refusing	- University does not agree
- delete	- all increase to go in 6% salary increase	<u>30.02 Compassionate Leave</u>	- want to determine whether reasons for wanting leave are consistent with the University's interest.
- shows mistrust of some employees		- up to five days leave with pay on death of family member or close friend	- no change (monetary) except to list possible family members
- discriminates against employees in second calendar year in that third year and later are trusted to earn vacation entitlement	- Grant would prefer to distrust everyone equally but will settle on only second year employees as next best.	- full day to attend funeral	- will not agree to include close friends
- more costly to administer than to delete		<u>30.03 Pension Plan</u>	
		- end contractual obligation to maintain non-functioning committee	- want to maintain committee
		<u>30.05 Medical and Dental Plan</u>	
		- equalize entitlement to plans for all employees including temporary and part-time	- want to establish a joint committee to review medical and dental plans
		<u>30.06 Sick Leave</u>	
		- institute the SFU sick leave plan which gives certain length of entitlement for each individual illness, based on seniority -- up to 6 months for those with over 5 years seniority	- "Sick leave is an insurance against loss in case of illness or accident"
		- experience at SFU shows decrease in cost	- wish to "discuss" effectiveness of Sick Leave Committee
		- remove medical proof requirement for absence of any length because may not be possible and shows distrust of employees	
		- delete non-functioning committee	
		<u>30.07 Maternity Leave</u>	
		see separate article in this edition of Across Campus	

UNION POSITION

UNIVERSITY POSITION

30.08 Continuing Part-Time Employee Benefits and 30.09 Temporary Employee Benefits

- both should be deleted because:
- all employees should receive the same benefits as nearly as possible, and
- when differences are necessary should be specified under article concerned so as to avoid confusion and misunderstanding
- no response in writing yet, but position seems to be:
- will agree to move references to individual benefit articles, but
- want to continue discrepancies between benefit entitlements for different categories of employees

31.01 Job Descriptions

- Union should be allowed to propose new or amended Job Descriptions
- time limit should be extended to 90 days to allow intelligent discussion and consideration of proposals
- Union should not be allowed to make proposals
- time limit to remain at 30 days

31.02 List of Job Duties and 31.03 Job Evaluation Committee

The Contract Committee is in the process of drafting new proposals that we hope that the University will agree to.

31.04 Reclassification and 31.05 Misclassification

- classification grievances to start at Step 3 of the Grievance Procedure to involve the department heads in the process
- Membership meeting to decide Union's position on handling of misclassification
- classification grievances to start at Step 4
- misclassification to be handled by application same as reclassification; only grievable after decision is taken by Employee Relations

33.03 Discharge

- Union to be given copy of reasons that an employee is fired
- no copy of reasons to Union because of employees' privacy

33.06 Disciplinary Action/Employee Files

- adverse reports to be removed from file after one year without further complaint
- adverse report to be removed from file after two years without further complaint

33.07 Notice of Resignation

- employee may rescind resignation up to ten days before effective date or until posted
- employee may rescind resignation up to three days after submission or until posted

35.02 Grievance Procedure and 35.03 Arbitration

see separate article in this edition of Across Campus

(4) University has added the following sentence to Step 1: "Failing a settlement, the grievance may be processed to the next step within 5 full working days of the supervisor's decision at Step 1;" The sentence previous to the above states "The parties involved shall be given a maximum of 3 working days to solve the grievance." Please also note that the additional sentence refers to the supervisor's decision, not to a written reply.

5) University proposes time limit of 4 working days at Step 2 (present contract: 24 hours), for supervisor's written reply. University proposes an additional 5 days at step 2 before grievance goes to step 3 (total: 9 days).

EFFECTS: Whereas a grievance, under our present contract, would take a maximum of 14 days from Step 1 to a meeting of the Grievance Committee/Labour Committee (depending on when the Committees meet), the new University proposal for procedure would take a maximum of 27 days.

Possible further effects: Throughout the grievance procedure, where the University proposes new time limits, it uses the word "may". Also (please refer to point 2 above) that paragraph (Univ. proposed addition) would be in direct conflict with the rest of the entire grievance procedure which is stated in definite terms. Such a conflict of wording could provide an arbitrator with a question as to whether or not an indefinite clause ("may") overrides an otherwise definite procedure.

GENERAL: As the Contract Committee sees it, the University's proposed Grievance Procedure is dangerous to our membership. The amount of time to be spent by an individual processing a grievance is almost doubled. For an individual grieving, that extra amount of time could prove to be a very painful source of harassment. The University has not stated its specific objections to our present time limits. The University's main contention appears to be the number of grievances being processed but a longer amount of time should not serve to discourage grievances. Our grievance procedure is intended to be the method by which justice is done for our members when the University violates the contract. The University has methods at its disposal for dealing with those members of AUCE who violate the contract (discipline). When the University violates the contract, our members are entitled to a just settlement in as short a time as possible. For these reasons the Contract Committee recommends that the Grievance Procedure be re-affirmed by the membership as a first priority.

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Some of you, I'm sure, have heard that AUCE Local 1 has recently received some rather ghastly news with regard to our present maternity leave provisions. In short, we have been told that they are illegal according to the Unemployment Insurance Act.

About one month ago, during negotiations the University announced that they had been in touch with a Mr. Latrimouille from UIC and that he had told them that it was illegal for an employer to pay additional monies to women who collect UIC. (Our present clause on maternity leave states that when a woman goes on maternity leave she collects benefits provided by the Maternities Provision of the Unemployment Insurance Act and when she returns to work the University pays the difference of the benefits she received and the woman's regular monthly salary.)

I for one was shocked when I heard this because more than two years ago, when we first negotiated this clause we checked with UIC first and were told that our clause was fine because reimbursement was paid in a lump sum after the woman had finished collecting UIC - therefore it was seen as simply a bonus; a negotiated item outside UIC jurisdiction. We were told that it was illegal for a woman to collect money from the University at the same time as she was collecting UIC. Now it seems as though they have changed their story.

After the University made their announcement we contacted our Provincial office to see if they had heard anything similar. They were as shocked as we were and said that two other AUCE Locals had similar clauses and would also be affected. An all local's meeting was held shortly thereafter and it was decided that we would make further enquiries of UIC.

We contacted Mr. Latrimouille and explained to him what we had been previously told by his office two years ago. He said that he could not understand how we could have been given such incorrect information. He reaffirmed his statements that our clause was illegal and said that UIC may even want to track down all of our women who have collected maternity benefits from the University and ask them for re-payment! We gasped.

Further investigation however did uncover some interesting facts. It seems that some employers have made deals with UIC regarding supplementary payment to employees who have been laid off due to temporary work shortage. The employer sets up a fund of so many cents per hour per employee to be used to subsidize UIC benefits to a maximum of 95% of the employee's regular salary. When we found this out we spoke to some unions who have this benefit and we were told that if their members are hurt on the job or laid off temporarily, they collect UIC benefits as well as about \$80.00 per week from the employer.

Immediately we got back on the wire to UIC and brought this to their attention and asked if this procedure could also be adopted in the case of temporary leave for pregnancy. They directed our attention to the regulations covering supplementary benefits (these are outside the actual UIC legislation in a separate document and all applications for permission to pay supplementary benefits are left to the discretion of the commission). The opening sentence states "The object of the Supplementary Unemployment Benefits Plan is to supplement UIC benefits paid by the Unemployment Insurance Commission during temporary periods of unemployment due to lack of work, illness or pregnancy."

When we heard this we were, of course, relieved to some degree. It seemed that if worst came to worst all locals with our present clause would have to renegotiate something along the lines of a supplementary benefits plan and have it approved by UIC.

The person on the other end of the phone sensed our relief and interrupted our peace of mind by stating that if we referred to page 3 of the SUB plan we would note that it states under "Unacceptable Limitations" that "Plans which only cover unemployment due to illness and pregnancy will not be approved. All plans must cover unemployment due to shortage of work." A statement which of course throws a new wrench into the works. Will employers go for such a stipulation?

The whole maternity situation is now abominable. It would now seem that we are frequently seeing government discrimination against women. First, we who have been traditionally underpaid as women in the workforce have recently had our wages greatly reduced by the AIB, while our cost of living continues to soar. Present government trends seem to attempt to diminish the right to bargain collectively and in good faith. This is clearly seen in UIC's sudden turn-around with respect to our maternity provisions and of course as I've mentioned AIB infringement.

Recently, a woman who was denied regular UIC benefits shortly after giving birth took her case to court. Section 30 of the UIC act states the criterion for eligibility for collecting UIC benefits while on maternity leave. She had not worked long enough to qualify. She was off work and had her baby while receiving no wages at all. Four days after giving birth she got a doctors note stating she was able to work and she also made adequate arrangements for care of her child. She had no luck in locating a job so she applied for regular UIC. They denied her because she had just had a baby and said she would have to apply under section 46 of the UIC act for Maternity benefits. The woman told them that she had already had her baby and that she had been previously denied maternity benefits anyway. The situation was ridiculous. She went to court and won her rights to regular UIC benefits.

Federal Court Judge Frank Collier ruled that section 46 of the UIC act (Maternity Provisions) was inoperative because it automatically disqualifies a woman from regular UIC benefits. He further stated that "the right to equality before the law of those persons (women) is ... infringed upon because of discrimination by reason of sex." He said that he did not find it necessary to rule on whether or not Section 30 of the Act was incompatible with the bill of rights, however.

I maintain that in a woman's life there is perhaps no other time in which financial burden rests so heavily, as is the case when one bares children. Women should have the right to supplementary income at that time as a matter of course. Many predominantly male unions have successfully negotiated such income for men who are temporarily unable to work and UIC have approved it without question. Why the red tape when it comes to the question of maternity rights?

As a pregnant woman I would like to have the answers. I would also like recognition by the government of my right to bare children without such unnecessarily and unjustly increased financial burden. My temporary inability to work at least adds something to this country. A person!

Fairleigh Funston

Article 17 - PICKET LINES

Union's position: same wording as in existing Collective Agreement.

University's position: same wording as in existing Collective Agreement EXCEPT: The word "legal" should be placed in front of the word "strike" wherever it occurs; AND paragraph (c) should be amended to read: "Adequate arrangements for essential services shall be established. The Union will not prevent other unions and employees from providing essential services to security, living collections, fire protection, health care, and hospital facilities by picketing." (emphasis added)

EFFECT: It is our understanding that the University wishes to take upon itself the duties of the Labour Relations Board which has the jurisdiction to determine whether or not (a) a strike (work stoppage) is "legal"; and (b) which services, if any, are essential.

The problems that our membership might encounter, should the membership agree to the University's proposals are:

(1) with respect to the word "legal" being placed in front of the word "strike" the question is, who determines if a picket line is "legal"? If our members were to arrive at the intersection of Westbrook and University Boulevard and were to see pickets up with the caption "CUPE 116 ON STRIKE" is that member, at that point, equipped with enough information to know whether or not the strike is legal, and whether or not, if the strike is legal, our membership has taken the position of respecting the picket lines? If a member decided that the strike was "legal" and turned around and went home and subsequently was disciplined for not reporting to work because the strike was not legal, but a wildcat, would that member then have recourse to the grievance procedure? The Labour Relations Board is the body which determines whether or not a strike is legal - it determines whether or not a slow down, wildcat or other disruption falls within the definition of "strike". The Union's policy up to now has been that the Executive cannot make a decision as to whether or not picket lines should be respected - that decision must rest with the membership, and a membership meeting must be called as soon as possible to determine whether or not a picket line should be respected.

(2) with respect to the University's proposal on section (c) setting out "essential services". - our current contract reads "adequate arrangements for essential services in the hospitals are established". Beyond that, the Union contends that only the Labour Relations Board may determine which, if any, services at the University, are essential.

(3) with respect to my added emphasis on the words in the University's proposed paragraph (c): (i) Question: do those underlined words mean that, if the Union agreed to the University's proposed paragraph (c), then in the event of a strike, our Union would only be able to place pickets around areas which are not included in the definition of "essential Service" (e.g. would not be able to picket University entrances, but would have to picket individual buildings?). If, in fact this is the University's intention, then it is irrelevant to A.U.C.E. as the Union could not be bound by language in a contract which expired because of a legal strike by us; (ii) the University's proposed clause (c) is also irrelevant to the entire Article 17 which is otherwise concerned with A.U.C.E.'s methods of respecting the pickets of other Unions - obviously A.U.C.E. would not be picketing in a strike by another Union.

Article 35.02 - GRIEVANCE PROCEDURE

The following is a brief outline of the differences between the University and the Union with respect to this article:

Union's position: same proposal as exists in our present Collective Agreement
University's position: (new proposal presented to Union: 17 Feb. 77):

(1) University has deleted para. 4 of existing procedure and added it as para. 2 of step 4 but omitted provision for copies of resolved grievances to go to stewards. (University has also omitted references to "the Union and to the University Personnel Office.")

(2) University has inserted the following as the second para. of 35.02(a): "If an employee has an unsettled complaint within the terms of this Agreement, it may be taken up as a grievance in the following manner and sequence" (emphasis added). "May" means that the grievance will not automatically or necessarily follow the proscribed procedure.

(3) University has moved time limits into each step, rather than referring in the subsequent step, to the time limits for the previous step.

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PRIORITIES AND OTHER MOTIONS

MOTIONS:

- 3.07 Temporary Employee
34.08 Lay - Off, Recall and Involuntary Transfer

MOVED THAT the Contract Committee be instructed to negotiate for the limitation of temporary employees to legitimately temporary jobs and to a period of no more than three months as a priority in negotiations.

MOVED THAT the Contract Committee be instructed to negotiate for job security with regard to lay-off and recall based as nearly as possible on seniority as a priority item.

3.06 Student Assistant

MOVED THAT the Contract Committee be instructed to negotiate for equal pay for equal work for Student Assistants and for inclusion of Student Assistants working in jobs other than those in pay Grade I in the bargaining unit as a priority item.

5.01 Union Shop

MOVED THAT the Contract Committee be instructed to negotiate for the requirement that all employees in the bargaining unit pay union dues as a condition of employment as a priority item.

- 5.05 Contracting Out
5.06 Bargaining Unit Work

MOVED THAT the Contract Committee be instructed to negotiate for an effective control on the work of our bargaining unit being performed by persons outside our bargaining unit as a priority.

10.01 Union Meetings

MOVED THAT the Contract Committee be instructed to bargain for monthly two-hour lunch Union meetings as a priority item.

17.01 Picket Lines

MOVED THAT the Contract Committee be instructed to negotiate for the present contract wording on Article 17 - Picket Lines as a priority item.

- 27.01 Vacations - Definition of Terms
27.02 Vacation Schedule for First Incomplete Year

MOVED THAT the Contract Committee be instructed to negotiate for vacation entitlements at least equal to that of the present contract.

27.03 Vacation Schedule for Second Calendar Year

MOVED THAT the Contract Committee be instructed to continue to negotiate for equality of vacation entitlement and pay for second calendar year employees as a priority item.

- 29.08 Voluntary Overtime
29.01 Overtime Definition

MOVED THAT the Contract Committee be instructed to negotiate for overtime on a strictly voluntary basis as a priority item. This should include work beyond regularly scheduled hours for part-time employees.

30.06 Sick Leave

MOVED THAT the Contract Committee be instructed to continue to negotiate the SFU sick leave plan as a priority item.

30.07(a) Maternity Leave

MOVED THAT the Contract Committee be instructed to continue to negotiate for up to 4 months Maternity Leave at full pay as a priority item.

33.03 Discharge

MOVED THAT the Contract Committee be instructed to continue to negotiate for written reason of discharge to a dismissed employee and the Union as a priority item.

MOVED THAT the Contract Committee be instructed to continue to negotiate for written reason of discharge to a dismissed employee and the Union as a priority item.

- 34.02 Promotion
34.05 Transfer
34.10 Demotion

MOVED THAT the Contract Committee be instructed to continue to negotiate for filling of positions in the bargaining unit on the basis of seniority among qualified applicants as a priority item.

35.02 Grievance Procedure

MOVED THAT the Contract Committee be instructed to negotiate in consultation with the Grievance Committee for a Grievance Procedure at least as effective and expeditious as that in the current contract as a priority item.

MOVED THAT the Contract Committee be instructed to negotiate on all remaining outstanding issues, not designated as priority items, for the best possible improvement over the present contract.

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By now, I think it is obvious to all of us that we will not be able to get everything we originally asked for. So one of the main purposes of this Special Membership Meeting is to set actual priorities for our Contract Negotiations with the University. The mandate given to the Contract Committee at this meeting may be a relatively long-term one, since it will not be possible to discuss the contract in such detail, in the near future, at a meeting attended by so many members.

Many of the issues under discussion are "monetary." Monetary items include, not only money itself, but also fringe benefits which cost the University money or lost productivity. There is a difference of opinion between the Contract Committee and the University on which items are in fact "monetary," but for the purposes of this contract, the Anti-Inflation Board is likely to be deciding, and unfortunately, they are inclined to agree with the University. This means that if we get "monetary" fringe benefits, we get less money. If, for example, we get an extra week of holidays, it will be considered as approximately 2 per cent of our increase, so if (for this example) our total increase is 6 per cent, we would only get about 4 per cent in actual money.

We must not get side-tracked by a discussion of the relative merits of the Anti-Inflation Board. We all know that

even if it is dissolved, the Provincial Government wants to keep controls on the Public Sector, which includes AUCE Local 1.

Since we are negotiating for a one-year contract, the contract we agree on with the University as a result of these negotiations will expire on September 30th - in seven months. When this contract is signed, it will be time to start negotiating for our next contract. Items which the membership decides should not be given a high priority on our current contract, could be carried forward to our next contract, for which negotiations would begin shortly after this one is signed.

It is possible that during the course of the meeting you may feel that there has been enough discussion on a particular motion, and may be wondering how to terminate it. All you have to do is to take your turn on the speakers' list by lining up in front of the microphone, and when your turn comes, say "question" or "I'd like to call the question." This means that you would like to vote on the motion. There would then be a vote on whether to vote, and if that vote were successful, the vote on the motion would be taken.

Elizabeth Winterford
- Elizabeth Winterford

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With our negotiations proceeding the way they have been, to date, the contract when signed will be redundant.

We still have some sixty odd clauses to be settled at this time.

The practice of most trade unions is that the members decide what they want to see in their contract and this input is then refined and a list of priorities established re: essentials, possible trade offs, etc. The list of demands is then taken to management to be negotiated. In our Union we have attempted to fulfil all our demands with one contract, making the whole task of bargaining very clumsy to handle.

This current contract has a number of loopholes in it which should be tightened up and, as the mediator has pointed out to us, we should not ask for further concessions in lieu of straightening out what we currently have, e.g. leave of absence. We are currently having problems getting a one or two month leave of absence, but, we ask for up to one year leave of absence as our entitlement after three years of service.

Why should the University be expected to give us back our jobs if we decide to fly off into the wild blue yonder?

Then, we have the contentious issue of maternity leave. It has recently been pointed out that we are violating a Federal law with the language in our current contract, in that, we are not to receive benefits in addition to the UIC Maternity Benefit. To get around this we ask the University to totally subsidize us while we take the decision to have a family, and these enlightened times it is rare that we don't have a choice in these matters.

Firstly, we are not left completely without a source of income - UIC pays maternity benefits. We use the example that Faculty receive these maternity benefits from UBC. Mr. Grant's reply to this is that Faculty have colleagues cover for them and they are contributing to the University during the period of maternity leave by reading or writing papers, etc.

AUCE employees would be contributing nothing during the period of their maternity leave and it would be a 100% increase in outlay, in that the employee would be getting 100% salary, as well as her replacement receiving salary. Our only alternative would be that we cover for each other and I ask you - do you want to take on the additional work load for a period of three months so a fellow employee can receive pay to have a baby? There are a great many of us who are constantly backlogged now and can't get help because of budget cuts.

There are many examples where, ideally, we would like to see improvements in our working conditions but these things take time. Perhaps we should concentrate our energies on ensuring that what we have in our current contract is language that will work for us.

Another point is that perhaps we could trade off maternity leave (as it benefits only a few) and instead ask for a benefit that we all can use, such as, 100% dental coverage and better medical coverage.

If the membership have ideas on this they should put them forward.

Our daytime meetings are another critical issue. We are always hearing that so many of the issues were passed at night time meetings where we have a quorum of 25 members only, and not more than that present, more often than not. It is not always possible for all of us to attend evening meetings so maybe we could trade our year's leaves of absence demand to obtain the right to be present to vote critical issues (in other words request more daytime meetings.)

At present, our position on the daytime meetings is that there is no monetary loss to the University. I'm sure that any employer would consider it a monetary issue if 1300 people hours were lost. We say we don't have to be replaced, therefore, no loss is incurred by the University. However, we do have to catch up and that time could be spent doing other work.

Another point is that of seniority. For the sake of job security it must be important but I fail to understand why patience should be rewarded over initiative. The idea of being able to endure 14 years on a job waiting for promotion is very depressing, and since we are asking for higher wages, why can't the University expect to get the best possible person for the job? Our criteria is maximum seniority and minimum qualifications for promotions. Can we then expect to have mediocre people in higher classifications only because they have been around for a number of years? Why bother to get special training, extra schooling, when the possibility is remote that one would ever use them? I realize this opens a loophole for favoritism, etc., but nothing in this world is guaranteed and we try to get the best possible conditions. However, I would risk the possibility of favoritism, on which we can place controls to a degree, to losing all motivation in trying to improve one's job classification.

Another point I wish to bring to your attention is that not many of us have 35 extra hours per week to devote to working for AUCE and are not totally involved in the Labour Movement. However as members of AUCE, a democratic Union, we should still have a voice in the affairs of our Union. We should be presented with the bare facts of an issue and then left to decide the issue. In the past we have heard so many recommendations of what we should do re: any given situation. If we are to be given recommendations then we should be given all the opposite points of view too. The decision of the majority of the membership then should prevail.

We have struck a Contract Committee to negotiate with the University and report back to the membership. The reports often indicate we are unable to obtain our demands but rarely give us the University's point of view as to why we cannot come to an agreement. Perhaps, it is time we were all given a clear, concise and factual report of exactly where our negotiations stand (unadorned by personal comments, asides and interpretations). Our members are very supportive and very patient - but their patience is not limitless. Perhaps it is time the whole matter of the remaining clauses of our Contract to be negotiated were again put before the membership so that some order of priority on specific issues can be indicated to assist the Contract Committee in negotiations.

Unless we are prepared to bargain and negotiate - which does not mean stand firm and unbending on all issues - we may take a very long time to settle this contract and our members, particularly in view of the AIB roll-back, must be more than anxious to get things settled and their salaries increased in the very near future.

These are a few of my individual opinions about some areas of our contract, indicating another point of view which I believe may have some merit. Please don't take it that I am pro management or opposed to our Union. I feel that I am just pro a little logic and reason. As a member of the Contract Committee representing Division A I will always fight for those items the majority of our membership have passed, regardless of personal opinions. I believe our Union has accomplished great things for its members in the short duration of time it has been in existence.

Also please note that I held these opinions before having met the University or the Mediator. The following is a motion, which I drew up and passed to our Division dated January 28th, before attending contract negotiations, which at this point in time is redundant and it is only coincidental that Mr. Waterston (the mediator) indicated that the tie-up in negotiations is due to so many clauses to be covered in this contract.

MOTION: That the membership indicate a revised policy statement of direction for the Contract Committee, in order that non-critical items of the new contract which have not substantially altered from last year's contract, be retained as worded in last year's contract.

Moved By: Adrien Kiernan
Seconded By: Valerie Pusey

IN MEMORIAM

John Hrubec

born 14 February 1930
died 14 February 1977

I imagine that most of us have heard of the sudden death of one of the Local 1 trustees, John Hrubec. John worked as Mail Room Attendant in the Faculty of Education for 10 years. He was to have celebrated his 47th birthday on the day of his death. John overcame the difficulties of his life in Czechoslovakia to find a new and happier home here in Canada. A faculty member, Dr. Bill Davis, in the department in which I work was a good friend of John and he passed on some information which eased my sadness a little bit and I'd like to share it with you.

John spent his last day as I'm sure he would have liked had he known it was to be his last. He played 18 holes of golf on his 'hone' course, University; had a couple of beers with his golf partners; then took his wife, Elfriede, out for pizza and to visit some friends. He fell asleep in front of the television at home, watching 2001, suffered his heart attack at around 1:00 a.m., and died around 4:00 a.m. on the 14th. Dr. Davis told me that John's heart had been giving him some trouble for quite some time, and that the damage done by the heart attack would have required drastic changes in his way of living, had he survived.

I feel sure that John will be sorely missed. He was a person who said what he said, did what he did, because he felt it was important; it didn't matter particularly to John whether or not people agreed with him, what mattered was that he could freely express himself. I miss him.

-Frances Wasserlein