

17 June 1976, 5:00 P.M., Buchanan 100

Ian MacKenzie was seated as chairperson.

1. Ian MacKenzie

This meeting has been called as a special meeting to discuss the pending layoffs of twenty-two persons. In the registrar's office twenty-two people were given notice that their services were no longer required as of July 4th and according to article 34.08 of the contract in that case people having the least amount of seniority in the affected classifications - campus wide should receive notice of lay-off.

This situation is further complicated by the fact that the twenty-two persons in the registrars office are primarily students and from our information would be faced with the possibility of bumping fulltime continuing employees. This presents a real problem for these students as they were originally hired with termination dates and would have been considered laidoff at the end of the summer when they returned to school and would subsequently retain their seniority on campus. However, if they bump continuing employees their original termination dates would no longer apply and if they wish to return to school they will have to severe and loose their seniority.

The Grievance Committee has met with these people and with the University over this matter and it was decided that we would suggest to the membership that the Union and the University would come to an unprejudicial written agreement that would hopefully be in the better interests of both parties.

It was decided that as the Grievance Committee were divided in their decision to recommend this so called deal that Maureen Gitta would motivate the letter of agreement and then Kevin Grace would explain the article as outlined in the contract and explain the implications of signing such an agreement.

I guess I'll call upon Maureen to make her presentation and you will have a chance to question her after that.

Heather MacNeill

Point of order. You have to move that that be accepted as the proposed agenda.

Ian Mackenzie

Are there any objections to having the presentations made in that manner?

(No objections were raised)

Maureen Gitta  
Marcel Dionne

I move that the Membership authorize the Grievance Committee to sign this letter of agreement with the University concerning the twenty-two persons in the Registrar's Office. (see attached for proposed letter of agreement)



Maureen Gitta

She elaborated on Ian's earlier statements and explained more fully about the possible loss of seniority for these people. She also brought up the suggestion of reopening negotiations on that particular article of the contract. Representatives from the contract committee were present with a proposal for changing the article as it presently reads. She then opened the floor for discussion.

Pearl Roy

Not everyone involved in the Registrar's Office have termination dates, what happens to them?

Maureen Gitta

If a person's appointment is extended passed their termination date they are classed as continuing and therefore under the collective agreement must bump.

Pearl Roy

So you are saying we have to bump?

Heather MacNeill

As I understood it, everyone involved in this whole thing, during the interviews at personnel, relayed their feelings about what they wanted to happen. I received a list today with the names of those people who wanted to be considered laidoff, those who wanted to follow the regular procedures and bump and those who had found other jobs.

Fairleigh Funston

Perhaps at this point I should clarify what that list is. I was the steward present during the interviews and I made notes on how people felt about bumping, lay-off and I also noted those people who had found other employment. There are a few people involved who are not students, all of the individuals involved received termination dates when they were hired but a few people have now worked past those dates, and are therefore classed as continuing. I think that Pearl's question is directed on behalf of those people who theoretically no longer have termination dates.

I would also like to point out that if you check the way the letter of agreement is worded the statement with regard to termination dates simply says that all individuals who were listed were at the time of their respective appointment -s given termination dates, in all cases this statement is true.

Ian Mackenzie

If there are no further questions I would now ask Kevin Grace to make his presentation and I would also ask that you ask your questions once he is finished.

Kevin Grace

He made the following presentation:

I think the first thing we must consider in making a decision on this vitally important issue is what is best for the membership. Now who exactly is the membership? We hear a great deal of talking about the membership and what their desires and wishes are but now we must consider exactly who this vague conglomerate is.



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Kevin Grace

Well, its everybody, not quite everybody, of course but approximately 1200 people at UBC most of the people you work with. That includes you and I and hundreds who aren't with us tonight. It is the wishes and rights of the entire membership we are dealing with tonight and we must not forget that this means not 5 people or 100 but 1200 people and we must make this the paramount factor in our decision.

What are we dealing with here? It is equal to nothing less than a violation of our collective agreement. Not a petty violation but rather a major violation. Not merely a violation of the letter of the contract but a violation of the spirit of this contract.

Why is it important not to violate the contract? Well, there are several reasons. Firstly, the contract is considered sacrosanct. The membership authorized the union to bargain for the contract and accepted the final version. The membership, last summer, approved the clause in question here. Last December the membership approved this contract as a legal agreement binding both the Union and the University. When the University can plainly see that the Union and its membership consider the contract to be non-negotiable and inviolate they will not attempt to change parts of it because they realize their attempts at this would be futile. However, if the University knows that the membership does not consider the contract to be sacrosanct, that the Union wavers in its resolve to firmly uphold it against renegotiation then the University will be unrelenting in their attempts to subvert the contract. Once a crack has been opened in the dam it is well impossible to keep the flood waters out.

Are there circumstances under which we should consider making a deal with the University? The answer is; of course. However it is my opinion that deals with the University should only be undertaken when the Union's future is at stake. A good example would be the situation that exists at Notre Dame University. The University is threatened with extinction and therefore the membership has deemed it necessary to make a deal with the Administration on the issue of rotating lay-offs, for the good of all employees. The membership must decide in this case whether the risks outweigh the benefits.

It would probably be wise at this time to attempt to perceive exactly why the University is so eager to make this deal with the Union.

The reasons are threefold. Firstly, this agreement would save the University a great deal of embarrassment and trouble. If this deal was finalized, the University would appear to have solved a problem caused by their own gross



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Kevin Grace

negligence. The University has brought this crisis on by persisting in hiring people without knowing what its departments' budgets will be. They have also persisted in the outrageous practice of hiring and laying off people simultaneously. Incredibly the latest job posting includes four Clerk I and II jobs in the registrar's office. Both these onerous practices cause a great deal of hardship and this deal would absolve them of a great deal of responsibility. The second reason is money. The University is proceeding on the assumption that this deal will be finalized and as a result have not as yet issued lay-off notices to the people who should properly be laid-off under article 34.08(b) that is, the people in the affected classifications with the least amount of seniority. If this deal is not passed by the membership the University will be forced to pay people for not working. How infuriating would this be to them. Thirteen days have passed since the original lay-off notice of June 4th, and if the lay-off procedure is properly implemented the University will have to pay a number of people at least two weeks salary for doing nothing. Surely not a fact to trifle with!

The third reason for the University agreeing to this deal is its figuring in the imminent dissolution of the lay-off clause. When I first joined the Grievance Cttee. what seems to be a very distant not-quite six months ago, I was constantly chided by the other members of the Cttee. for my innocent belief that the University would respect the contract and keep its promises because it was their duty and they were honorable people. How wrong I was! During my stay on the Grievance Cttee. the members of that cttee. have seen and heard untold lies, deceptions, and attempts to contravene the contract from the other side of the table. Now we are to believe that suddenly the University has become honorable and trustworthy. Riding a metaphorical white horse as it were. I wonder who is being naive now. We are to believe that a non-binding promise, a mere scrap of paper is going to keep them from doing what they so desperately desire: subverting the lay-off clause.

Now the University knows fully well exactly what article 34.08(b) entails. Back in February, there were many long, involved and occasionally rancorous discussions with the University over this issue. The University tried to maintain that "bumping" was department-wide and later that it was voluntary. It took a great deal of persuading, and more importantly a threatened arbitration to bring them around to our way of thinking. However since that time they have continually misinformed employees to the



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Kevin Grace

tune that bumping doesn't exist, or that its voluntary. In fact, and this is very important, the lay-off letter of June 4 itself was illegal. In this letter they named 22 people in the department who were to be laid-off. They had no right to do this. The procedure is clear: if 22 people are no longer needed a meeting is held with the University, the 22 people in the various categories with the least amount of seniority are found and duly given one month's notice. If this action necessitates transfer then the University has the right to undertake this. I'm sure many of you know that unilateral transfer is no stranger to the University and the University especially the Library has shown almost a gleeful desire to do this during the past year.

If the University knows itself how the lay-off procedure works why do they persist in sending illegal letters such as that of June 4? That answer is obvious the University is extremely antagonistic to the Lay-off clause, they wish to undermine, or better destroy it. Letters like that of June 4 instill guilt and doubt into the minds of employees. They confuse employees as to the true nature of this hated clause and by doing so help to destroy it.

Now comes the part when we must see what the Grievance Cmte is bringing on itself and the Union as a whole by this proposed action.

The nature of the Grievance ctte. is clear. We are not social-workers or even Ann Landers or Mary Worth. We are charged with interpreting the contract and being responsible for its enforcement. The contract in this instance is clear and so should our action be. However, the Grievance committee thinks differently. Why? Because they have been swayed by the moral and fiscal objections of certain members. If this precedent is set, it will turn the Grievance Committee and the contract into a shambles. Personal fears and objections should not enter into the argument. If the Grievance Committee is allowed to suggest personal exceptions to some, then all exceptions must be considered and chaos is the result. The contract is for all the membership equally, exceptions cannot be permitted if fairness is to prevail.

I ask you to consider the consequences of this action on the lay-off clause alone just for the moment. The members of the Grievance Ctte. consider further lay-offs to be imminent. We do not expect this to be an isolated case. We can expect the same thing to happen with frightening regularity in the near future. Approval of this deal is nothing less than ipso facto denial of the rights of sessional employees to the use of clause 34.08(b).



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Kevin Grace

If the same situation were to occur tomorrow what does the Union do then? With the pressure from the University and from this precedent the Union would be forced to adopt the same measure.

Most importantly of all , what if the people involved were continuing people with no termination dates? Do you honestly believe that if we grant exceptions to sessional people we won't grant them to continuing people? What will become of our proposed arbitration case on grant employees (who have definite termination dates) must bump if we take the rug out from sessional people. In fact what this deal means when all is said and done is the total dissolution of the entire clause 34.08(b). This is the clause I and many others consider to be the most important in the entire contract, and because of this proposed deal it is in grave danger of collapse. Is this deal worth it? I say no. Many people think the contract should be amended in regard to the Lay-off of sessional employees. Fine. This is your right. However, I plead with you to make this part of next year's contract, if you so desire, and not put asunder the fruit of many years' labour by a hasty action such is being proposed today.

At the beginning of this address, I talked of the membership as a group of 1200 people united and not a collection of isolated individuals. When you vote on this issue I remind you again of how your decision affects so many and ask you to vote not for the greater good of a handful but for the greater good of all.

I consider this to be the most important issue that has faced our local since its inception. The choice is yours, I urge you to defeat this motion.

Ian MacKenzie

Before we proceed to the speakers' list does anyone have any questions on the factual content of Kevin's report?

(no questions were raised)

Emerald Murphy

I would like to point out that I don't consider this clause the most important article in the contract I feel our grievance and arbitration provisions are by far the most important but nevertheless back to the issue. This proposal is not a violation of the contract but rather it is purely a matter of interpretation . We must understand this matter completely and I would speak in favor of the spirit of the agreement, I am however a little leery of the wording and maybe we should get legal advice on it to ensure it's airtight. I think that it would also be a good idea to make press releases to enlighten the public on how poorly their tax dollars are being managed.



June 17/76 Special Membership mtg. (Fairleigh has  
Buchanan 100 beginning  
5:15 P.M. Ian in chair)

Maurel: paid off according to contract. letter June 4  
lack of funds. July 4 lay off.  
Mtg with UBC. They knew they were in  
a bind. Asked Grievance Comm what  
they ~~to~~ were going to do. Mtg with Reg off  
people. Explained to UBC that union's position  
was contract right to bump. People concerned  
started figuring out what was happening. Don't  
want to bump - full time - Sept 10 they'll have  
to quit - loss of seniority. want to come back  
here next summer & get a job. Deal - union  
is doing it for members who want to keep  
seniority.

Rayleen: Want to agree with Maurel. Doubts that  
the intent of clause was majority that  
seasonal people should be able to bump  
full-time people. Inconvenient to place people  
in jobs who have to quit in Registration  
week. UBC should have known they  
were not going to have money to pay these  
people. UBC was cut back. In circumstances  
these people should be main concern.

Adrienne: UBC - all employees laid off could  
collect UIC.

Maurel: Employees don't want to accept bumping.  
They have to quit - 6 wk waiting period  
for UIC. Lay-off = 2 wks. The UBC  
wants union to agree that they should  
be laid off instead of having them quit.

Adrienne: UBC offered alternate to union so  
they're not too bad.



Heather: Budget - some depts were told in Jan from Pres. off they should expect 20% cut? We might be able to foresee more lay offs. No one imagined budget cuts when layoff clause was discussed. It had never happened before. Feels that we should make this letter of agreement with understanding that discussion of lay offs priority in next contract so we have something to go on for rest of summer. Must institute procedure that UBC & union can agree on.

Jeff: First concern should be membership as a whole. In a conflict the membership as a whole should take precedence over 22 people. Does not see conflict some kind of amendment to clause must be made. Can't see what will happen if these people are given full-time jobs, they will have to quit.

Fairleigh: Some of them are looking for full-time jobs - they will be recalled to cont. positions. Emp Rel has agreed to try to get these people jobs until Sept 16. Either sessional positions or term date positions.

Jeff: The contract comm has been working on this issue and hopes to solve problem.

Pat: In favor of better of agreement for this particular case. Situation could have been prevented if UBC had



been more careful. These people will lose seniority if they become full-time because they have to quit. Won't be able to collect UIC. I'm favor of better. If on recall list, seniority will make them eligible for other sessional positions in other depts. Defines what is continuing bumping and sessional bumping.

There should be continuing bumping, summer sessional bumping, winter sessional bumping and temporary bumping.

~~What is~~  
Emerald: Question.

~~Heather~~ Heather: Point of order. Letter of agreement - seniority retained.

Rayleen: Imp Rel asking dept if they have continuing position vacant - if poss. pers. can fill pos.

Maicol: UBC understands that anyone on recall list will get job up to Sept 10.

Emerald: Is it necessary to vote on these particular words - vote on spirit of contents. Intent of letter.

Nancy: Vote unanimously to rescind calling of question.

Nancy Amendment: vote on intent of letter & Fairleigh not wording



Heather: legal tightening up necessary  
must be done so you're not up  
in the air.

Rayleen: Question - carried to vote.

Amendment carried

Motion as amended - carried.

Pat - adjourned

Nancy

Mtg adjourned at 6:15

Carried