

Association of University and College Employees

LOCAL No. 1 (U.B.C.)

March 12, 1979.

BULLETIN 7

FROM THE STRIKE AND CONTRACT COMMITTEES

INTRODUCTION:

- this is a joint Contract/Strike Committee bulletin - in fact, both Committees have been meeting and discussing the progress of negotiations.
- a tandem relationship has developed and will continue to evolve.
- the Strike Committee, along with the Contract Committee, is working for a negotiated settlement, hopefully without recourse to the use of the strike threat.
- should events not unfold as we would desire and should further recommendations and action become necessary, the Contract and Strike Committees will be prepared.
- by keeping the Strike Committee informed of the progress in mediation, we can ensure that a responsible course of action will be plotted and presented to the membership for any decision.

PROGRESS IN MEDIATION:

- to-date we have completed three mediation sessions - March 1st, 5th and 6th - under the auspices of Clark Gilmour.
- three more sessions have been scheduled for March 19th, 20th and 21st - these are to be followed by a Special Membership Meeting on March 22nd, Thursday.

**SPECIAL
MEMBERSHIP
MEETING
MAR. 22
12:30 - 2:30 Pm
HEBB**

- these meetings are important as we have reached the "crunch" stage in mediation.
- by March 22nd the Contract Committee should have either a proposed settlement to recommend or recommendations for a further course of action.
- negotiations this year have progressed rapidly and by the meeting we should have reached a crucial stage.
- if the University moves on some of our outstanding proposals and increases their wage offer to an "acceptable" level, an agreement may be possible; if not the membership will have to determine whether or not to hold a referendum strike vote.
- if that decision is taken and the ensuing strike vote is positive, then there would most likely be a further crack at mediation.
- if that should not succeed, the membership would then be called upon to decide whether or not recourse to the strike weapon would be taken.
- at this point we should refer to the "results" of the first three mediation sessions.
- by the completion of the last session the number of outstanding issues have been narrowed - at least the number of University proposals still on the table has been whittled down.
- the University proposals still with us are as follows: 21.01 Tuition Waiver, 34.04 (a) Involuntary Transfer and 36.02 Wage Rates (5%).
- we have - subject to membership approval - "agreed" to the following University proposals: 31.05 (b) Reclassification, 33.07 Notice of Resignation, and 34.07 Letter of Agreement re: short-term temporary and part-time employees.
- we are awaiting a response on 22.08 Trial Period for Transfer or Promotion (University Proposal) - it may be an area of possible agreement.
- on the other hand, we have reached possible agreement on just one of our reworded proposals - 22.03 Hiring Policy.
- we still have five proposals on the table: 10.01 Union Meetings, 28.05 Shift Work, 30.05 Medical/Dental, 33.06 Disciplinary Action/Employee Files, and 36.02 Wage Rates (including increment policy and longevity pay).
- on March 5th the Contract Committee withdrew our COLA clause proposal and reduced our wage demand to 12% - the reasons for this action were important as we had reached a point in mediation where some flexibility on our part was essential.
- the Contract Committee wanted to maintain the integrity of our original 15% proposal and not move below 12%; we also recognized the immense difficulties inherent in negotiating a COLA clause into a one year agreement.
- we believe we are in excellent shape for the next critical phase in mediation.
- the Committee has indicated to both the mediator and the University that the Union will be flexible on wages; Strudwick reciprocated with a qualified statement on possible University flexibility.

- after detailed and intensive discussions and bargaining the University withdrew the following proposals over the course of the three mediation sessions:
13.09 Staff Rooms and Facilities, 22.03 (a) Hiring Policy, 28.05 (f) Shift Work and 38 Replacement of Articles Held Invalid.

CONCLUSION:

- events have unfolded quickly this year - a situation probably based on the smaller number of proposals we put on the table.
 - negotiations to-date have not been overly successful, especially in regards to University movement on our positions.
 - much of our time and effort have been expended in the area of knocking University proposals off the table.
 - going into the next phase of mediation we can only hope that further University flexibility is immanent and forthcoming.
 - a month and a half of negotiating has yielded us a University wage offer of 5%, possible agreement on a re-worded 22.03 Hiring Policy, and the possibility of University flexibility.
 - when we have perceived that the University has a genuine concern we have made some effort to meet that concern with possible contract language.
 - but, when their concern has been unclear or exaggerated, the Contract Committee has argued strongly and at length to have them withdrawn.
 - although, we have gained precious little so far, we know that the University has the ability to move on our outstanding proposals and to sweeten their 5% wage offer.
 - as stated earlier the next three mediation sessions will be important - the Special Membership Meeting scheduled for March 22nd has all the earmarks of a pivotal meeting.
 - the Contract Committee will be bringing back any results arrived at in mediation for membership consideration - anything we have "agreed to" or dropped is subject to membership approval, as are any proposals agreed to by the University.
 - See you at the meeting - THURSDAY, MARCH 22, 1979
12:30 - 2:30 P.M.
HEBB THEATRE
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FROM THE CONTRACT AND STRIKE COMMITTEES

The time has come when we must begin to organize and to show the University that we want to see our contract signed. We are quickly approaching a crucial point in negotiating our contract! We must take a strong, united stand to get our contract signed by March 31st. It may be necessary to hold a referendum strike vote at the March 22nd Special Membership Meeting, after mediation sessions scheduled for March 19-21. A strong positive vote, if necessary, would be extremely significant in assisting the Contract Committee with a speedy signing of the contract.

Procedures prior to strike action - what are the implications of each?

1. *A motion to have a referendum strike vote*

This motion could be made at a general membership meeting. It does not have to be previously published in the newsletter - it could come directly from the floor. The motion means that AUCE Local 1 must decide whether or not to hold a referendum strike vote. This decision can be made by either a show of hands or a secret ballot to be counted by the trustees and announced at the meeting. From that decision it either follows that we go ahead with the referendum strike vote or, if the motion fails, we don't. The motion would be voted on again at the subsequent meeting.

2. *The taking of a referendum strike vote*

A vote is taken by all members in the bargaining unit (whether they are members of the union or not). The method of holding a strike vote is governed by the B.C. Labour Code, sections 79 through 91. Since March 1, 1978 we are required to give the Labour Relations Board prior notice of the decision to take a vote, and the vote taking will be government regulated. The outcome of the vote will be made known to the membership and the University. The question to be voted on is: Are you in favour of a strike? A somewhat weighted question and makes one think that if the vote is positive we will, infact, go on strike. Please, this is not what it implies and the question should be worded: Are you in favour of going on strike, IF NECESSARY?

(a) if the vote is positive it will be valid for 3 months immediately following the date on which the vote was taken. It does not mean that we have to serve strike notice, although that is the next logical step, in which case, another vote would be taken. Obviously, it is strategic to wait some time to see if the taking of a positive strike vote will in itself resolve our dispute. **Point of information* - a majority vote is 50% plus 1, however, that is definitely not a vote of confidence. We would be looking for a strong positive vote of 85% plus as a demonstration of support for our position.

(b) if the vote is negative it simply shows the University that we are not behind the proposals our Contract Committee is negotiating for us.

We on the Strike Committee are working toward a settlement, not a strike, but we may have to use the strike as a tool to speed things up and force the University to negotiate seriously. It's up to YOU. *THE CONTRACT COMMITTEE NEEDS YOUR SUPPORT!!!*