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TONG KAREN
COMMERCE

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UNIVERSITY'S CONTROVERSIAL WAGE "PACKAGE"

by Jean Lawrence
Chairperson
Contract Committee

The University presented the Contract Committee with a "package" proposal during the mediation session on Thursday, March 17th.

The majority of proposals presented therein constitute a restatement of their most recent position on the given articles. Some of their positions have remained unchanged since their initial presentation on September 2, 1976; others were last revised on February 17th.

For a review of the bulk of these positions the Contract Committee asks that reference be made to last month's Contract Edition of Across Campus (Feb. 28) which contains an extensive outline of outstanding articles, and counterposes our relative positions at that date.

Items which appeared as new positions in the University's "package" include the Tuition Waiver article which has been in considerable dispute between the two parties since Summer/Intersession registration began earlier this month. The University maintains that the current clause is intended to allow a maximum of 3 units or one sessional course per year. Prior interpretation allowed for up to four courses to be taken over the three official sessions of the academic year. (Note: Winter Session equals two terms of 1½ units of credit each). The latest proposal, then, has the effect of offering the Union 2/3 of the current benefit.

Other new materia- includes the proposals for a two-year contract with a No Strike/No Lockout provision, and a wage offer of \$42 across-the-board in the first year and \$32 in the second year. Published elsewhere in this newsletter are the wage scales as they would stand if that offer were applied to our newly rolled-back salaries. Percentage increases represented in those figures are included.

A substantial number of outstanding articles (32, to be precise) were omitted from the "package". It has been established that the University's intent is that they should stand as in the expired agreement. (Some of these items do not even appear in the expired agreement.) They include several items passed as Priority Items by our Special Contract Membership Meeting on March 3rd, such as Sick Leave, Union Shop, Vacation Schedule for the Second Calendar Year, and clauses relating to Overtime and Voluntary Overtime.

Other articles omitted cover such areas as Staff Rooms and Facilities, Special Leave, Transfer Outside the Bargaining Unit, University Holidays, Vacation Schedule, Shift Work, Leave of Absence Without Pay, Medical and Dental Plan and Paternity Leave. The University has declined to respond to our proposals on the above articles in their latest submission to the Committee.

During mediation of March 17th, the University proposed that AUCE Local #1 sign a two-year agreement. They proposed that we accept an across-the-board dollar amount of \$42.00 for the first year (Oct. 1/76 to Oct. 1/77) and \$32.00 across-the-board for the second year (Oct. 1/77 to Oct. 1/78). The following figures represent the salary scales which would result from such "increases". Amounts are added to the rolled-back scale. Percentage of increase is as applied to rolled-back scale.

FIRST YEAR - OCTOBER 1, 1976/OCTOBER 1, 1977

<u>Pay Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Mthly	770.00	790.00	810.00	830.00	850.00	870.00
	Hrly	5.07	5.20	5.33	5.46	5.59	5.72
	Percent.	5.8%	5.6%	5.5%	5.3%	5.2%	5.1%
1 (Int.)	Mthly	810.00	830.00	850.00	870.00	890.00	910.00
	Hrly	5.33	5.46	5.59	5.72	5.86	5.99
	Percent.	5.5%	5.3%	5.2%	5.1%	4.9%	4.8%
2	Mthly	850.00	870.00	890.00	910.00	930.00	950.00
	Hrly	5.59	5.72	5.86	5.99	6.12	6.25
	Percent.	5.2%	5.1%	4.9%	4.8%	4.7%	4.6%
2 (Int.)	Mthly	890.00	910.00	930.00	950.00	970.00	990.00
	Hrly	5.86	5.99	6.12	6.25	6.38	6.51
	Percent.	4.9%	4.8%	4.7%	4.6%	4.5%	4.4%
3	Mthly	950.00	970.00	990.00	1010.00	1030.00	1050.00
	Hrly	6.25	6.38	6.51	6.64	6.78	6.91
	Percent.	4.6%	4.5%	4.4%	4.3%	4.2%	4.2%
3 (Int.)	Mthly	990.00	1010.00	1030.00	1050.00	1070.00	1090.00
	Hrly	6.51	6.64	6.78	6.91	7.04	7.17
	Percent.	4.4%	4.3%	4.2%	4.2%	4.1%	4.0%
4	Mthly	1050.00	1070.00	1090.00	1110.00	1132.00	1154.00
	Hrly	6.91	7.04	7.17	7.30	7.44	7.59
	Percent.	4.2%	4.1%	4.0%	3.9%	3.8%	3.8%
5	Mthly	1132.00	1154.00	1176.00	1198.00	1220.00	1242.00
	Hrly	7.44	7.59	7.74	7.88	8.02	8.17
	Percent.	3.8%	3.8%	3.7%	3.6%	3.6%	3.5%
6	Mthly	1220.00	1242.00	1264.00	1286.00	1308.00	1330.00
	Hrly	8.02	8.17	8.32	8.46	8.60	8.75
	Percent.	3.6%	3.5%	3.4%	3.4%	3.3%	3.3%
7	Mthly	1308.00	1330.00	1352.00	1374.00	1396.00	1418.00
	Hrly	8.60	8.75	8.89	9.04	9.18	9.33
	Percent.	3.3%	3.3%	3.2%	3.1%	3.1%	3.0%

SECOND YEAR - OCTOBER 1, 1977/OCTOBER 1, 1978

<u>Pay Grade</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
1	Mthly	802.00	822.00	842.00	862.00	882.00	902.00
	Hrly	5.27	5.41	5.54	5.67	5.80	5.93
	Percent.	4.2%	4.1%	3.9%	3.9%	3.8%	3.7%
1 (Int.)	Mthly	842.00	862.00	882.00	902.00	922.00	942.00
	Hrly	5.54	5.67	5.80	5.93	6.07	6.20
	Percent.	3.9%	3.9%	3.8%	3.7%	3.6%	3.5%
2	Mthly	882.00	902.00	922.00	942.00	962.00	982.00
	Hrly	5.80	5.93	6.07	6.20	6.33	6.46
	Percent.	3.8%	3.7%	3.6%	3.5%	3.4%	3.4%
2 (Int.)	Mthly	992.00	942.00	962.00	980.00	1002.00	1022.00
	Hrly	6.07	6.20	6.33	6.46	6.59	6.72
	Percent.	3.6%	3.5%	3.4%	3.4%	3.3%	3.2%
3	Mthly	982.00	1002.00	1022.00	1042.00	1062.00	1082.00
	Hrly	6.46	6.59	6.72	6.85	6.99	7.12
	Percent.	3.4%	3.3%	3.2%	3.2%	3.1%	3.0%
3 (Int.)	Mthly	1022.00	1042.00	1062.00	1082.00	1102.00	1122.00
	Hrly	6.72	6.85	6.99	7.12	7.25	7.38
	Percent.	3.2%	3.2%	3.1%	3.0%	3.0%	2.9%
4	Mthly	1082.00	1102.00	1122.00	1142.00	1164.00	1186.00
	Hrly	7.12	7.25	7.38	7.51	7.66	7.80
	Percent.	3.0%	3.0%	2.9%	2.9%	2.8%	2.8%
5	Mthly	1164.00	1186.00	1208.00	1230.00	1252.00	1274.00
	Hrly	7.66	7.80	7.95	8.09	8.24	8.38
	Percent.	2.8%	2.8%	2.7%	2.7%	2.6%	2.6%
6	Mthly	1252.00	1274.00	1296.00	1318.00	1340.00	1362.00
	Hrly	8.24	8.38	8.53	8.67	8.82	8.96
	Percent.	2.6%	2.6%	2.5%	2.5%	2.4%	2.4%
7	Mthly	1340.00	1362.00	1384.00	1406.00	1428.00	1450.00
	Hrly	8.82	8.96	9.10	9.25	9.39	9.54
	Percent.	2.4%	2.4%	2.4%	2.3%	2.3%	2.3%

MEDIATION AND ARBITRATION

- I. Mediation is the process whereby a neutral individual (mediator) is appointed by the Department of Labour on the application of a union or an employer (s. 69 Labour Code) to intervene in contract negotiations and to facilitate those negotiations.

Term: Section 69(3) states:

"Where a mediation officer is appointed to confer with the parties, he shall, unless in the meantime the dispute is resolved, within ten days of his initial meeting with the parties or within twenty days of his appointment, whichever is the lesser, or such longer period as the parties agree upon or as the minister allows, make a report to the minister setting out the matters upon which the parties have and have not agreed." (Labour Code)

The mediator, therefore, may "report out" at his (the Minister's) discretion. The term "report out" is derived from the fact that when a mediator withdraws, he must submit a written report to the Minister of Labour. Such a report may be as brief as "the parties were unable to settle their differences" or "a collective agreement was concluded."

Strike action during mediation is prohibited by s. 81(2)(b) of the Code:

"... and, where a mediation officer has been appointed under section 69, until the trade-union has been advised by the minister that the mediation officer has made his report to the minister."

The important difference between mediation and arbitration is that, while a mediator may make recommendations to the parties and/or the Minister (s. 69(4)), such recommendations are not binding on either the union or the employer.

II. Arbitration (or "binding arbitration")

Arbitration of the terms of a collective agreement is much the same as arbitration of a grievance, the difference being that grievance arbitration is binding and conclusive interpretation of an existing collective agreement, while contract arbitration is the binding and conclusive settlement of the terms of a collective agreement.

As most of you know, at a grievance arbitration evidence is presented by both sides as to why their separate interpretations of the wording of a clause in a collective agreement should succeed; at contract arbitration each party presents evidence to support their particular demands (e.g. on the issue of contracting out AUCE might present as evidence the other contracts in similar bargaining units which have similar provisions, while the University might present as evidence testimony of various individuals as to the harm which would befall the University should such a clause be included in an agreement.)

In the present situation, should binding arbitration be used as the means of final settlement, the Union and the University would first have to agree on a set of "facts" (those items which are settled would be placed before the arbitrator along with an agreed list of unresolved items.)

Generally, the arbitrator, in making his award (decision) will weigh the evidence and arguments presented by both sides and arrive at a "reasonable" conclusion as to what should be in the contract. The arbitrator then makes his award, in contract language which is binding on both parties and which language is included in the collective agreement.

The initial stage of binding arbitration would depend on (1) whether the Union and the University could agree jointly to accept this route, as there is no statutory requirement whereby one party may "force" the other into such a procedure (except in cases of first contracts, where the Labour Relations Board may intervene and impose a first collective agreement [s. 70 Labour Code]; note should also be made here that many agreements, in particular the Faculty Association of U.B.C. and most of the B.C. School Districts have clauses in their contracts whereby compulsory binding arbitration is automatic upon inability of the parties to arrive at conclusion of an agreement);

(2) the University and the Union, having come to agreement that binding arbitration was in order would have to agree to (i) an arbitration board (tribunal); or (ii) a single arbitrator. Should (i) be determined as the most agreeable course of action, then (a) the Union would nominate one individual from outside its ranks (a lawyer, trade-unionist, etc. whom the Union feels would be sympathetic); and (b) the University would nominate one individual from outside its ranks (possibly a member of management of a business concern, whom the University feels would be sympathetic) and thereafter the Union nominee and the University nominee would agree on the selection of a third party, such individual to assume the role of Chairman of the arbitration board (or tribunal). In this case the members of the board would hear evidence and a majority decision of the Board would be binding on both parties.

If, on the other hand, (ii) was chosen as the method for concluding the agreement, then the Union and the University would have to come to an agreement on such an individual and he or she would hear evidence and decide what would constitute the terms of settlement for the contract.

Cost: It has been the experience of our Union that arbitrators range in price (per individual) from \$350.00 per day to \$1400.00 per day, such costs being equally split between the Union and the University. I regret that the scope of this article does not include room for an estimate of the amount of time it would take for arbitration of the currently unresolved items under negotiation. In any case, if I may be permitted to voice a reasonable concern, it would be to the Union's advantage, monetarily, to present as few items as possible to an arbitrator or an arbitration board.

Emerald M. Murphy

Information from the Strike Comm.

I

The AUCE Provincial Constitution, Section 16, says:

"A certified bargaining unit shall not strike without the approval of the membership in the unit."

AUCE Local #1 has voted to consider holding a strike vote. The method of holding a strike vote is governed by the British Columbia Labour Code, Sections 79 through 91.

Section 81 of the Labour Code says that no person shall take any strike action until a vote is held by secret ballot among all members of the bargaining unit.

If the vote is passed by a majority of the bargaining unit, strike action may be taken within the next three months after serving the employer with seventy-two hours written strike notice.

This means that the next step for AUCE Local #1 is to decide whether or not to hold a referendum strike vote. If that decision is to hold the vote, ballots would be mailed to all members included in Local #1's bargaining unit, not just Union members.

If the majority of members of the bargaining unit approve the strike vote it is then valid for three months. Strike notice need not be given immediately, it may be served at any time during the three month period.

Further membership meetings would be held to decide if and when strike action would be taken.

If the three month period from the date of the referendum ballot expires, the procedure must be repeated before any action is taken.

II

In talking to Pam Woods of the Labour Relations Board, she offered some "personal observations" on the different kinds of actions AUCE Local #1 can take without passing a Strike Vote Referendum.

Most of the actions talked about left our Union in an uncertain position since

the University had the option of applying to the L.R.B. on our breaking the collective agreement or the Labour Code.

Some of the questionable actions are as follows:

- 1) Work slow down -
B.C. Rail recently went before the board because a work slow down was a violation of the collective agreement. In our case, the University could apply to the LRB saying we are not doing our jobs and are therefore taking illegal strike action.
- 2) Work to rule -
This means no "extras". Doing our jobs entirely according to our job description. Again the University can apply to the LRB if we do not do our jobs according to the description, most of which are either vague or very general.
- 3) Lunch-hour Seminars -
On our own time, seminars are fine but absolutely not on University time.
- 4) Information pickets -
An information line is not illegal in itself since according to the information clause of the labour code, any trade union can communicate to other persons the working conditions, etc., pertaining to any dispute. The illegality comes when the information line has the effect of a picket line. For example, if anyone refuses to cross the information line the University can go to the LRB and claim that it's an illegal picket line.
- 5) Information booths -
Booths are a good idea but it is entirely up to the University whether or not they will allow our booths on their property.
- 6) Phoning in sick -
This question is open to debate according to Woods and she suggested that we get a lawyer to look into the possibility.

The only real action AUCE Local #1 can take, as far as Ms. Woods could see was allowable publicity:

- 1) The Union Label -
We are allowed to wear our Union label and if that Union label says AUCE Local #1 has no contract, or I support AUCE, no matter, as long as it is a Union label. But we cannot answer the phone with AUCE has

no contract or anything of that kind.

III

2) Leaflets -

We can hand out information leaflets or pamphlets to the public and the University can do nothing to stop us.

3) Noon-hour demonstrations -

If we do it on our lunch breaks the University can do nothing to stop us (only at the risk of bad publicity).

Different ways to strike:

- 1) Study Sessions
- 2) Departmental Strike (rotating)
- 3) Divisional Strike (rotating)
- 4) Strike for a few days
- 5) Complete Strike

It is customary to give notice to the other Unions which would be affected by a strike action so they would have time to decide whether or not to support us.

IV

Article 37.01 of the present Collective Agreement states:

"... Failing agreement by September 30, 1976 this Agreement will continue in force until:

- (1) the Union serves strike notice - or
- (2) the University serves lock-out notice - or
- (3) a new Agreement is reached...."

An employer is required by s. 82(2)(b) of the Labour Code to present the Union with notice of intention to lock-out seventy-two hours prior to taking such action.

In effect, a lock-out is a strike by the employer. The term "lock-out" is derived from the fact that, in industrial situations, the employer merely locks the access routes to his premises, thereby denying the employees access to their jobs.

Physical lock-out is possible at U.B.C. in our present situation providing that such lock-out would not violate the other collective agreements in force at the time which include CUPE, OTEU, IUOE, HEU, Registered Nurses and the Faculty Association, all of which contracts have clauses preventing the unions from striking during the term of their collective agreements and which clauses also prevent the University from locking-out during the term of the agreements.

Other forms of lock-outs : theoretically the University could also "lock-out" by merely not paying people if they went to work, providing of course that it could be proven that the provisions of s. 82(2)(b) of the Code had been followed.

Grey areas: Further research is being conducted into the possibilities of the above situation occurring. While it is clear under the Code what a Union must do in order to strike, and while it is clear how a Union must strike, it is not at all clear (there are no statutory provisions) how an employer must lock-out. When a Union serves seventy-two hour strike notice, such notice ONLY indicates that after the seventy-two hours elapse, the Union MAY strike. The Union is not necessarily officially "on strike" until such time as pickets go up. What is not clear is whether, after serving seventy-two hours lock-out notice, the employer is deemed to be locking-out or whether the notice is merely intention to lock-out.

Emerald M. Murphy

LEGAL ACTIONS WHICH CAN BE UNDERTAKEN TO PREPARE AND BUILD A STRIKE:

- 1.) Regular informational packages (newsletters, information sheets, etc.) can be distributed and discussed with the membership; and general, divisional, and all-committees meetings can be held in order to keep the membership informed about the contract negotiations and get the necessary feedback from them as to what to do. In particular, divisional meetings and organized visits to offices which are isolated from the Union, can help to achieve a better co-munication among all Union members.
- 2.) Several methods of publicity can be used on a permanent basis, and particularly to prepare strike action.
 - Informational lines can be used to distribute leaflets stating the Union's feelings towards the handling of the contract negotiations and/or denouncing the Administration's attacks on our rights.
 - Posters, buttons and stickers can be used to inform the public about the aims of the Union and/or indicate the ways in which it can help support our Union's demands.
 - Pro-Strike Fund activities such as appeals to other Unions for financial support.
 - Organization of Joint Actions with other Unions.
 - Rallies, public meetings, demonstrations through which support for our own cause can be made public by different organizations and individuals, and through which not only active help but also money can be obtained.
 - Channeling campus support. We can think about ways of using active support from the students and other workers on campus.
 - Appeals for support to large organizations of workers like the B.C. Federation of Labour.

These two types of actions are aimed to actively involve our Union membership and to obtain as much public support and as much economical strength as possible. Thus they can be used to prepare a strike, a strike vote, or on a permanent basis to maintain an active and involved membership.

The Communications Committee would like to inform the membership that the next regular edition of Across Campus has a deadline date of April 4th. Should you wish to comment on anything in this Special Edition of the newsletter on the Strike Vote please have your letter or article in the Union Office by the evening of April 4th. Only submissions received in the Office by that date will be printed.

We encourage as many of you as possible to let us know your feelings on this important issue, as it will benefit us all in making up our own minds before the next General Membership Meeting on April 14th, when we will be dealing with the whole issue of a Strike Vote.

Communications Committee

As you may know, the University will soon be sending to all AUCE members forms to be signed and sent back regarding the payback required by the AIB ruling. The Union AIB Committee requests that all members hold on to these forms until the next issue of Across Campus comes out early in April, because there are many things they wish to explain concerning the methods and options involved in this payback. Since the University is having difficulty in preparing these forms it's quite possible that Across Campus will appear before the form arrives, but in case the University resolves its problems sooner than expected, set the form aside till you have read what the AIB Committee has to say.