

1978/79 Strike Committee

DF February 8, 1979

Our first meeting was held in the Fine Arts Gallery with Mary Tainsh, former Strike Committee Chairman. Present were Zoe Smitten, Isabel McCaughran, Cobie Wennes and Debra Frank. Mary distributed all her correspondence from the 1977/78 Strike Committee and spoke on the functions of the committee. We met for about one hour mainly discussing how we should function. We came to the conclusion that we would all do a share in all aspects of organizing, i.e. presenting information to the membership at membership meetings, writing newsletters, attending executive meetings etc.

DF February 14, 1979

Cobie Wennes resigned from the Committee.

February 15, 1979

Theresa Johannsen and Sharon Newman joined the Committee.

DF February 28, 1979

Theresa, Sharon and Debby met with the Contract Committee in the Union Office to discuss the relationship between the two Committees and the importance of working together. We decided that it was time to prepare a joint newsletter with the Contract Committee to prepare the membership for a strike vote.

DF March 1, 1979

Isabel, Debby and Michelle McCaughran met with Simon Fraser Strike Committee and Executive. They advised us on what we should consider before we actually go on strike. They, themselves being on strike, were in a position of experience so we thought their advice important. However, their situation was quite different and this changed the tactics we might use. (They were smaller, did not have to consider as many unions as us, they have strong support of faculty and students and their by-laws were quite different from ours.) The information on the reaction of the membership to striking was quite interesting and lessons could be learned from their experience. They stressed that we not pretend that we might not go on strike but to lay it on the line; that we will go on strike if that <sup>is?</sup> ~~was~~ <sup>WHAT</sup> it takes to satisfy the membership on the outcome of the contract. They also tried to use the term "Job Action Committee" instead of Strike Committee in order to avoid the "scary" word strike. It did not work and only caused confusion about who they were. The important thing to remember is to keep things as simple and straight forward as possible when dealing with the membership, remembering



that they are not involved in union business generally and should be dealt with in simple language and to the point on issues.

When asked about how they policed lines and how they dealt with members who defied the lines they said they threatened to kick them out of the union and the subsequent lose of their jobs but mentioned the difficulty in carrying out charges of this nature.

DF March 5, 1979

Zoe Smitten, Isabel McCaughran, Debbi Frank, Theresa Johannsen and Sharon Newman met in the Library to get together on writing a newsletter with the Contract Committee. Letter is herewith.

We talked about what other steps we should be taking <sup>on</sup> in preparation of striking. Sharon thought it would be beneficial to start leafleting the campus once a week so <sup>OTHER UNIONS, FACULTY, AND STUDENTS</sup> will be prepared when we decide it time to strike. It seemed that all of us were in favour of an all out strike rather than rotating strikes. We were going to try to gather information on the legality of striking at the gates, and what the B.C. Fed's position is on an all out strike right off the bat.

Theresa was going to do some research on the consequences of Bill 46 and what [REDACTED] Bill 46 and Binding Arbitration would have on future negotiating of contracts in years ahead. We decided to meet in another week to see what the Contract Committee thought of the idea of leafleting now and how they were doing with mediation.

IMC March 8, 1979

Zoe Smitten, Isabel McCaughran, Debbi Frank, Theresa Johannsen and Sharon Newman met with members of the Contract Committee in the Union Office. The progress of negotiations with the University was discussed. The University at this point has 3 proposals left on the table and AUCE Local 1 had five. AUCE had dropped the COLA clause. The feeling amongst the Contract Committee was good. They felt negotiations were going well. It was now up to the University to give a little. The mediator, it was felt, was pleased that they had dropped the COLA clause, and seemed to indicate that the University was to give the next move. We amended the newsletter about a referendum strike vote. The Contract Committee felt our wording was too strong, in light of the mediation sessions. It was decided to possibly take a referendum strike vote at the March 22nd Special Membership Meeting after mediation sessions scheduled for March 19-21. The Contract Committee felt that it was too early to leaflet the campus. At this point it may prove to be more harmful than helpful. Theresa found that Bill 46 and Binding Arbitration does not necessarily mean that we will be in Binding Arbitration for future contracts, but again, there is that chance.



## 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 could 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, in fact, 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!!!*



# 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 undear 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 armarks 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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