

Association of University and College Employees

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

April 10, 1978

BULLETIN #6

FROM THE CONTRACT COMMITTEE

This Bulletin contains:

1. an article containing notice of several motions or issues which will be discussed at the April 20th lunch hour membership meeting
2. a bulletin from the Strike Committee in regards to the Operating Engineers' strike
3. the University's contract proposals presented to the Union on Wednesday, March 29, 1978 (minus their wage proposal which should come in the near future)
4. a letter from Robert Grant dated the 23rd of March (but received on the morning of the 29th) concerning the number of negotiators the University was willing to "pay"
5. the April 4th response to Grant's letter outlining the Union's position

INTRODUCTION:

-a question comes to mind: Is the bitterness and acrimony of the Operating Engineers' strike spilling over into our negotiations, or despite the new faces for the University at the bargaining table, is the atmosphere of AUCE/University negotiations one perennially fraught with tension and confrontation?

-indulging in idle speculation? - not judging by our inaugural bargaining session with the University on Wednesday, March 29, 1978 (one month after the Union had submitted its contract proposals)

-once the session was underway, Strudwick, the chairperson of the University's Committee, moved to the forefront and raised the issue of the "participation" of some AUCE members - including our president and vice-president - on the Operating Engineers' picket line which had been set up that morning around the Dept. of Employee Relations

-Strudwick informed the Contract Committee that she had "some unpleasant business to tackle". The presence of some AUCE members on the picket line was possibly of an illegal nature and she said that "...disciplinary action may be considered." Those involved "certainly will be docked time from work and we are considering further action." (The University had apparently over-reacted. The cart had been placed before the horse - the affair had not been researched in advance. Those on the picket line were there to inform AUCE members of our Union's support for the picket line and they were there on their own time.)

-Jeff Hoskins indicated that this was not the forum for raising such an issue and said that what the Union would now like to discuss was the number of "paid" negotiators. He stated that "we will go with the arrangement that the University has brought to the bargaining table in the past" - that is, six members would be excused from work by the University for the purpose of negotiating, and any in excess of six would be paid by the Union

-Strudwick replied that this was "not a negotiable item" and that it was not the Intent of the University to go on subsidizing this Union." She then tempered her statement with: "I understand it's non-negotiable."

-the discussion continued with Strudwick indicating that "it is our wish to get these negotiations over with as quickly as possible." Hoskins replied that this was the wish of the Union

-Hoskins said that the Union could not agree with the University on the number of Union negotiators. He then requested that both parties begin evening meetings if the University was unwilling to alter its position. Strudwick agreed with the suggestion and a meeting for the following Tuesday evening was tentatively scheduled

-Hoskins went on to state that it was the Union's position that the University had not submitted its proposals within the required time limits as outlined in the contract. Therefore, the Union was unwilling to either accept or discuss the University's proposals

-Strudwick said such an action was probably in contravention of the Labour Code and that the University was not willing to withdraw its proposals - in fact, the University was able to present proposals anytime during the course of negotiations. She concluded with: "If that's your position then we have to take the position that you are refusing to bargain collectively". (an interesting statement in light of the University having presented a non-negotiable demand in the first few minutes of the session)

-the Union caucused. The session resumed with the Union making direct reference to the University's "non-negotiable demand". Hoskins said that the Union would respond to Grant. Furthermore, negotiations could now begin. After a further exchange over the issue of "paid" negotiators, the Union requested that both parties meet the following Tuesday at 6:00 pm.

-Strudwick asked on what basis the parties would be meeting - obviously in reference to the status of the University proposals. Hoskins said that the Union would accept the proposals, but the Union was unwilling to consider any proposals taking away or eroding the rights of the present agreement. And, the Union did not feel that the indiscriminate submission of proposals should occur. Strudwick concurred on both issues

-as the Union had had no opportunity to study the University's proposals, Hoskins proposed adjourning until the following week. He also raised the issue of one hour caucuses before and after each session - a practice which the University had extended to the Union during the past sets of negotiations. Strudwick said she could give no response and would get back to the Union

-the meeting adjourned with the Contract Committee assuming that the first issue to be discussed Tuesday, April 4th at 6:00 pm. would be the number of Union negotiators. Once this was resolved daytime negotiations would resume

-the meeting of the 4th was brief. Strudwick indicated that she had no authority to negotiate the issue of Union negotiators and she said that the Union request for caucuses had been rejected. The Contract Committee then requested that a meeting be set up between the two Committees - a meeting to be attended by Grant, hopefully the individual with some decision-making power

-that is the status of negotiations up to the printing of this Bulletin (April 9th)

THIS ARTICLE CONTAINS NOTICE OF SEVERAL MOTIONS OR ISSUES
WHICH WILL BE DISCUSSED AND DECIDED AT THE
APRIL 20 MEMBERSHIP MEETING

PICKET LINES AND STRIKE PAY

On March 22 the Executive held an emergency meeting to deal with the imminent possibility that AUCE members would be affected by IUOE picket lines.

The Executive was unanimously of the opinion that any cost to AUCE members from this strike ought to be shared as equally as possible among all the members. It was also generally agreed that steps should be taken as quickly as possible so that the machinery of collecting and distributing funds could be set in motion quickly and in order to reassure members who would be affected.

Accordingly, a series of motions was passed:

- 1) to strike a committee to administer the process of paying strike pay
- 2) to pay strike pay to Union members who lose pay as a result of picket lines
- 3) to provide an appeal procedure for decisions of the Strike Pay Committee
- 4) to hold a referendum ballot to authorize an assessment in order to pay strike pay.

The full text of these motions was reported in the orange memo to all members which was distributed shortly after the meeting.

The referendum on the assessment was held March 30, but the motion was defeated by a narrow margin.

In view of the gravity of the situation, as well as the apparent confusion and misunderstanding surrounding the March 30 ballot, the Executive has decided to take the issue to the April 20 General Membership Meeting.

Discussion and motions will be sought regarding the following:

1. Strike Pay Committee

Approval of the steps taken by the Executive in striking a committee authorized to pay strike pay and setting up an appeal procedure. (Please see the orange memo of March 22).

2. Strike Pay - How Much?

Direction on the amount of strike pay to be paid. It would be nice to pay full wages but can we afford it? is it fair? Should this be a flat dollar amount or a percentage of the individual's salary?

Possible motions that could be discussed are:

- (a) That Strike Pay be \$35 per day.
- (b) That Strike Pay be 75% of regular salary.

(These are arbitrary figures for the sake of example).

3. Strike Pay - How Do We Pay For It?

Discussion of how to finance Strike Pay. The Union has a Strike Fund but it is extremely limited. What happens when it is exhausted? It would be most unfair to simply stop paying Strike Pay.

It would be possible to use the Union's operating funds or break into our term deposit or borrow money from AUCE Provincial, or the Credit Union. This approach has its hazards, though, and borrowed money, unfortunately, has to be paid back. Can we afford to enter our own negotiations with an empty Strike Fund, depleted finances or debts?

Assessment - How Would It Work?

An assessment of all members, not necessarily the same as previously proposed, has to remain a possibility. This has the advantage of spreading the cost more or less evenly among Union members while not jeopardizing Union finances. The amount of the assessment would presumably be determined by dividing the cost of paying Strike Pay by the number paying dues.

Example: if 400 days pay were lost in one month and the \$35 arbitrary figure were adopted, the cost would be
 $400 \times \$35 = \$14,000$; divided by about 1400 paying dues = \$10 assessment per member.

(This was the intention of the previous proposal, although many reportedly took the \$50 maximum to be an absolute figure).

What Are The Alternatives?

Other questions, of course, arise out of an assessment: Should it be levied only after other sources have been exhausted or should we aim to leave our finances and Strike Fund intact? Should it be levied as an across-the-board dollar amount or as a percentage of gross salary?

Possible motions that could be discussed are:

(a) That, should the Strike Fund be exhausted, the Strike Pay Committee be authorized to disburse funds from general operating funds to a maximum of \$20,000 and, should this amount be exhausted, to float loans of up to \$30,000 to be disbursed in Strike Pay.

(b) That a referendum ballot be taken on the following motion: That an assessment be levied on (an across-the-board or a percentage) basis in the amount of the cost per member of paying strike pay to those affected by picket lines in the current IUOE strike, or \$50, whichever is less.

(Again, the figures are arbitrary).

April 20 General Membership Meeting

This vital issue will be discussed and the questions, hopefully, resolved at the April 20th meeting. Please attend and take part in the decision-making.

SHARING RESPONSIBILITY

Whatever the outcome of the questions above, it is most important that those people who are affected by picket lines because of their particular work location not bear the full load of the Union's responsibility to support another Union in difficulty.

Those of us not affected cannot stand idly by while fellow Union members are subjected to excessive economic pressures on behalf of the whole Union.

BULLETIN--THE OPERATING ENGINEERS STRIKE AT UBC ENTERS ITS SEVENTH WEEK

The striking IUOE men have had their pickets up at the power plant since the beginning of their strike. They have repeatedly watched supervisors scabbing (doing their jobs). On the front page of UBC REPORTS, March 29 issue, there was an article about physical assaults to the supervisors at the power plant. The author failed to mention certain other incidents. We know that one picketer was injured just below his eye. We have talked to the operating engineers about these charges, and yes, in bitterness, there has been "some pushing and shoving" but the piece in UBC REPORTS did not give the complete picture. In fact, it is possible that charges could be laid against the supervisory individuals.

With such small numbers, the twenty-five operating engineer's strategy has been to have rotating strikes. The standard length of picket duty has been an eight hour stretch! Some of the places struck up to this date are:

1. Since March 28, physical plant stores, dispatch and the warehouse area have been picketed, and CUPE people are respecting the lines.
2. The trades and labour shop was struck, and truck drivers and labour people will loose up to one and a half day's pay.
3. One evening one of the buildings in the medical complex was picketed and the janitors were transferred.
4. The physical plant offices were off limits for CUPE people for two days and OTEU people working there were also affected.
5. Since March 29 the chemical waste plant has been struck and one person affected.
6. On March 20/21 the Faculty Club and Graduate Center was hit which put out approximately seventy CUPE people and two AUCE members.
7. On March 28 the Old Admin. Building was picketed; close to 30 AUCE members will loose a day's pay.
8. On March 29 Mary Bollert Hall was picketed; over 20 AUCE people stayed out.
9. Since April 3, the Administration Building is the location of the picketers. Many AUCE people have been affected by this move. CUPE people in the mail room have also been affected. The operating engineers are counting on the support from AUCE/CUPE at the Admin. Building. If we help by supporting them they will cause major disruptions and perhaps put enough pressure on the University to settle.

AUCE executives have been available at the picket lines since March 28, as early as 7:30 a.m., to advise AUCE members of their rights and responsibilities. Names and phone numbers have been collected at each struck location so that affected members can be contacted when necessary. Subsequently AUCE officials have been harrassed by the University for being at the picket lines while on their own time.

Currently there is a rumour going around that AUCE people, more than their counterparts in other unions on campus, are being "picked on" by the operating engineers. This rumor began after the Administration Building

2.

was struck. The most effective place to picket happens to be the Administration Building. Please bear in mind that for the first five weeks of this strike, IUOE bent over backwards to leave the students and most of the staff unaffected by their dispute with the University. They have had to escalate their strike.

Management has relocated some people and some operations. Staff cannot refuse instructions to do their work in another building, if the order comes from management. However, an individual cannot be asked to do work outside his/her job description. For instance, the CUPE mail room people have been relocated to another building and they continue to sort mail. Another example, some AUCE key puch operators have been moved to another location. At the moment it happens that the bulk of people relocated have been CUPE; although for most of them alternate forms of work are not been provided. Management's tactic is to create interunion bad feeling, as well as to nullify the effect of IUOE's move to the Administration Building.

We have the opportunity to take a firm stance by maintaining our TOTAL support for the operating engineers. Most AUCE people have done just that and are now facing the prospect of lost wages. We are just beginning our own negotiation process. Let's try to remember that our bargaining strength lies in our togetherness and support from other unions.

STRIKE COMMITTEE
APRIL 6/78

March 29, 1978

CONFIDENTIAL

Wording Changes to A.U.C.E. Agreement

Article 3 - Definition of Employee

3:04(d) Upon completion of three (3) consecutive months employment of sixty-six (66) consecutive days of service, the employee shall become a continuing employee as defined in Article 3:02.

Article 5 - Union Security

5:03 The University agrees that it will notify the Union once a month in writing that an employee has been hired, promoted, transferred, recalled or has resigned. In the case of layoff or involuntary transfer, Article 34:07(a) shall take precedence. In the case of suspension or discharge, the University will notify the Union as outlined in Article 33:02 (Suspension) and 33:03 (Discharge).

Article 7 - Union Activity

7:01 The elected full-time organizers of the Union shall have the right to contact Stewards at work on matters respecting this collective agreement and its administration provided this does not cause a disruption of work. Such official must notify the Department Head prior to each visit to obtain permission to meet.

Article 8 - Stewards

8:02 When the University wishes to discuss dissatisfaction with the work of an employee which may lead to disciplinary action, the employee may be accompanied by a steward if they so wish.

When an employee wishes to initiate discussion with their supervisor regarding a potential grievance, the employee shall be accompanied by a Steward.

Article 13 - General

13:09 The University agrees to provide staff room facilities for its employees. Operating costs with the exception of heat and light will be the responsibility of the employees.

Article 16 - Court Duty

16:01(a) Any continuing employee who is required to perform jury duty on a day on which they would normally have worked, or attends Court in response to a subpoena only to give evidence as a witness concerning matters occurring during the regular course of their employment with the University, will be reimbursed by the University for the difference between the pay received for jury duty or witness attendance and their regular straight time rate

Article 16 - Court Duty (cont'd)

of pay for their regularly scheduled hours of work. Such reimbursement shall not exceed seven (7) hours per day, less pay received for jury or witness fees.

This clause shall have no application for an employee on leave of absence, or when receiving benefits under the Health & Welfare plan, annual vacations, Workers' Compensation or maternity leave.

Article 17 - Picket Lines

17:01 The University and the Union agree that it shall not be cause for discharge if an employee refuses to cross a legal picket line, provided that:

etc. (a) (b) (c)

Article 19 - Technological Change

19:01 The purpose of the following provision is to preserve job security and to protect employees from loss of employment.

Article 22 - Promotion, Transfer, etc. - incorporate Letter of Understanding

22:01 A copy of job postings shall be sent to the Union office.

22:02(a) Any employee who is not on the two (2) month trial period in accordance with 22:08 of this Article, shall have the right to apply for any posted vacancy.

22:06(a) Definition: A reduction in classification is an involuntary downward position movement that is a result of reclassification by other means than as provided for in Article 22:08 or by disciplinary action for cause.

22:08 When promoted or transferred, the employee shall be on a training period for two (2) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, they shall be returned to their former position and shall remain there for at least two (2) months before applying for another position.

Article 26:05 - Special Holidays

- 26:05(a) Special Holidays: A Special Holiday is a holiday declared a holiday by the University for its employees other than a Saturday, Sunday, Statutory Holiday or day declared by the University to be in lieu of a Statutory Holiday.
- (b) When an employee is required to work on a Special Holiday because their shift falls on the Special Holiday, they will have the option of receiving an additional day's pay or another day off with pay.
- (c) When an employee's day off falls on a Special Holiday, they will receive another day off with pay at a mutually convenient time.

Article 27 - Vacation

27:15 Any employee who accepts gainful employment while on annual vacation may be terminated.

Article 30 - Benefits

30:01 Leave of Absence without pay

- (a) The University may grant leave of absence without pay to an employee who makes written application for such leave. Refusal for such leave shall be given to the employee in writing.
- (b) During leave of absence without pay, employees shall accrue seniority for up to one (1) month. The University agrees to maintain employees on the Medical and Dental Plans during such leave for up to one (1) month, subject to Article 30:05(a).
- (c) Where a Statutory Holiday falls within a period of leave of absence without pay, the employee shall receive pay for that holiday provided the employee earned wages for at least three (3) working weeks during the last thirty (30) calendar days prior to the Statutory Holiday.
- (d) It is understood that if whilst on leave of absence without pay and without prior written consent of the University, it is found that such employee has entered into employment with another employer, the employee forthwith shall have deemed their employment with the University terminated and the University shall no longer have any responsibilities to such employee.
- (e) Upon return to work, the employee shall be placed in their former position.

30:03 Pension Plan

Upon request, the University agrees to provide the Union with any statistical or other relevant information at its disposal pertaining to A.U.C.E. member employees who are part of the Pension Plan, Group Life Insurance and Disability Insurance.

Article 31 - Job Descriptions, etc.

31:04(a) Requests for reclassification may originate with the employee, the Union or the Department Head. A minimum of six (6) months must elapse between each application on an employee's behalf. These requests must be made in writing to the Employee Relations Department, with one copy of such request sent to the Department Head and the Union.

31:05 change January 1, 1976 to January 1, 1978.

Article 35:03 - Grievance Procedure

Time limit to institute this grievance procedure:

- (a) Termination or layoff - ten (10) calendar days.
- (b) All other grievances - thirty (30) calendar days. In any dispute over a pay cheque or pay statement, or any matter thereon, the time limit shall be calculated from the date the employee received the pay cheque or pay statement.
- (d) Absence from Work:

By arrangement with their supervisor a grievor shall be permitted to attend the Steps of the grievance procedure without loss of pay if so requested by either party.

35:04 Arbitration:

- (a) Failing settlement of a grievance at Step 3 of the procedure, either Party may refer the matter to an agreed upon neutral arbitrator.
- (b) If the Parties fail to agree upon a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

Association of University and College Employees

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

April 4, 1978

Mr. R. A. Grant
Director
Employee Relations
CAMPUS MAIL

Dear Mr. Grant:

Re: Negotiations 1978

In response to your letter to Ann Hutchison dated March 23, 1978 and received March 29, 1978, one hour before the bargaining session of that morning, this is to confirm the Union's position as given to the University Negotiating Committee at that meeting.

1. The Union is prepared to agree to the arrangement in effect in negotiations in 1975. That arrangement was:

- (a) Six (6) members of the Union Committee were paid by the University.
- (b) Members in excess of six (6) were paid by the Union.
- (c) The Union determined which members were paid by the University and which were paid by the Union for each bargaining session.

This also represents the University's position since 1975. As you know, the Union does not consider this a satisfactory arrangement, but we are prepared to make this agreement rather than repeat previous years' lengthy debates on the subject.

2. The Union would like to continue with caucus times one hour before and one hour after bargaining sessions. This has been the practice in all previous negotiations enabling the Union Committee to better prepare for negotiations and reducing the amount of time in caucus during negotiating sessions.

3. The Union does not understand the University's distinction between "negotiations" and "mediation". Mediation is simply negotiations with the services of a Mediation Officer. Should an Officer be appointed during the course of the negotiations just begun, there would be no reason to reopen the question of pay for absence from work and waste further time trying to negotiate a new agreement.

4. The Union cannot permit the University to limit representation at the bargaining table. Unlike the University Negotiating Committee, the Union Contract Committee is composed of elected representatives. In order that the members of the Union be adequately represented it is necessary for replacements to attend negotiations in lieu of a regular member of the Committee. In the past, alternate members have attended negotiations for both parties without penalty. If this happened more often than necessary during the last negotiations, this was largely due to pressure exerted by supervisors and department heads on individual members of the Union Committee.

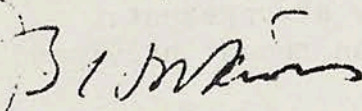
The Union would like to resolve this matter as soon as possible so that negotiations toward an early settlement may get under way.

For your information, the regular members of the Union Contract Committee will be as follows:

Jeff Hoskins	Union Office (Chairperson)
Betty Finnsson	Registrar's Office
Michelle McCaughran	Nursing
Noreen Mujica	Library
Caroline Price	Housing
Ann Hutchison	Library
Ray Galbraith	Library (Secretary)

We will keep you informed of any changes or additions as they occur.

Sincerely



Jeff Hoskins
Union Coordinator

cc" C. J. Connaghan
University Negotiating Committee
Union Contract Committee

JH:bf