

# ACROSS CAMPUS

Assoc. of  
University &  
College  
Employees

Local 1 (UBC) Newsletter Box 11, SUB, UBC

VOLUME:2 ISSUE 9

JUNE 26, 1974

## CONTRACT COMMITTEE REPORT

by Kay Lockhart

The Union and University Negotiations Committees have met in mediation with Mr. Ed Sims in the Burnaby Centre on four occasions in the last two weeks, June 10th and 11th and June 17th and 18th. Through hard bargaining, compromising and counter-proposal acceptance the following clauses are no longer in issue:

### ARTICLE GENERAL PURPOSE

### ARTICLE RECOGNITION

ARTICLE DEFINITION OF EMPLOYEES: all agreed with the exception of Temporary.

### ARTICLE UNION SECURITY:

Union Shop - All employees, at the date of signing of the contract, covered by the certification who are at that time members of the Union, will continue as members of the Union.

All employees, at the date of signing of the contract, covered by the certification who are not at that time members of the Union, will not be required to join the Union nor will they be required to pay any fees or assessments to the Union.

As a condition of employment employees hired after the date of signature of this agreement shall become Union members within 30 calendar days from their date of hire.

The Union agrees that they will advise the University of all present assessment and dues required by the Union and of any changes which may from time-to-time arise in connection with such dues or assessments.

### No discrimination for Union activity

### Notification by the University

### ARTICLE NO DISCRIMINATION:

#### Human Rights

#### Sex Discrimination

ARTICLE CHECK OFF: all 3 points

ARTICLE UNION ACTIVITY: 3. Full time Leave of Absence

ARTICLE PROBATION PERIOD: 1. Duration 2. Transfer, Promotion

ARTICLE STEWARDS: 1. Recognition 2. Meeting the University 4. Notification by the Union

These clauses may be varied slightly from what appears in the copies of our original contract which were distributed at the Study Session, May 30. However, the intent has been retained with changes being necessary in order for the Union and the University to reach agreement.

### CORRECTION TO STATEMENT PUBLISHED IN THE NEWSLETTER OF JUNE 4, 1974

Under the Statement of Income and Expenses for the Union dated September 24, 1973 to May 15, 1974 in the June 4th newsletter a sentence appeared which indicated that the figures had been audited by the firm of Sinspear, Higgins, Stevenson & Co.. This was a serious error which occurred in the compilation of the newsletter, in as much as no auditors have been appointed by the membership of Local #1. This incorrect statement may be a source of embarrassment to the firm, and this retraction is printed as an apology.



## COMMUNICATIONS COMMITTEE

## STRIKE ACTION?

BY DICK MARTIN

Well, at last the Communications Committee of the Union is getting under way. According to the Union constitution the Committee consists of one representative from each Division. The constitutional responsibilities consist of "all communications including a Local Association Newsletter, notices of meetings and communication of important decisions to the membership." Approximately seven divisions are now represented; if yours is not please take action soon, contact your division steward. If you just wish to help with the newsletter phone Joy Korman [redacted] or Dick Martin [redacted].

## ANOTHER STEP FOR DEMOCRACY IN AUCE

BY JACKIE AINSWORTH

When the constitution was written, we had no idea how it was going to work. Then, because we were in our organizational year, there were several areas in the contract that were interpreted very loosely. Some members feel that these "loose interpretations" turned out better in practice than the way the constitution was first written!

This is especially so in that section of the constitution that deals with the election of division representatives to the contract and communications committees. As written in the constitution, only stewards can even be nominated to these positions, and only the stewards get to elect them!

In the interests of democracy in our union, I would, therefore, like to give notice that at the July membership meeting I will move the following motion to change the local constitution by-laws:

That: *by the two months after the signing of the collective agreement*  
We delete from Section F#5 the sentence "One steward who shall serve on the Contract Committee; one steward who shall serve on the Communications Committee."

And that we add the following:

5a) ~~Four months prior to the contract termination date~~, each division shall elect, by secret ballot, a member from the division to be division contract representative.

5b) Each division shall elect from amongst its members, one member to represent the division on the Communications Committee.

P.S. I just realized the membership meeting is during my long awaited vacation so Peggy Smith has agreed to move this motion.

Since the new Labour Code has become effective there has been a great deal of confusion over the true meaning of the compulsory binding arbitration clause, Sec. 70. According to the new Labour Code a first contract may go to binding arbitration (where the contract is decided by the Labour Relations Board) upon the request of either party to negotiations.

The misunderstanding that many people have is that this means that the union cannot go on strike for the first contract. The following is a definition of the legal standing of our union in regard to binding arbitration and strikes on the first contract:

On April 24, 1974 the Labour Relations Board set the precedent on the use of binding arbitration Sec.70 of the Labour Code in a decision between the Teamsters and London Drugs Ltd.. In this case the Labour Relations Board imposed binding arbitration.

According to the Statements of opinion of the panel chaired by Paul Weiler, binding arbitration "is not intended as a standard response to the breakdown of bargaining, even in the case of first contract negotiations" and "the primary method of resolving an impasse at the bargaining table remains the strike or the lockout". This means that it is not only legal to strike on the first contract but also the expected response to the breakdown of talks at the proper stage of negotiations. The decision also stated that "it is not a sufficient condition for the use of Sec.70 that negotiations have broken down and a long strike has ensued", nor will "the 'public interest' character of the dispute" be taken into account but "the extent of good faith in bargaining and the comparability of employment terms" be considered before binding arbitration is brought in.

It must also be further pointed out that this new section of the law is very controversial and many of the labour unions see it as a bad precedent. Under this compulsory binding arbitration the union membership has no vote on the acceptance of the contract which is imposed by the board. This law, it is feared, could be interpreted more liberally in the future to oppose unionism or even lead to further legislation covering settlement of contracts without the approval of the membership. Needless to say, the board is being cautious and very selective towards its application.



### GRIEVANCE COMMITTEE

Ian Mackenzie, Chief Steward

Your Grievance Committee, composed of the eleven division stewards, has been functioning for some time now. Although, like other Union committees, we are still in the process of working out our parameters, we are now more than ready to carry out our task of seeing that individual members' rights are respected on the job.

As you know, the University has signed an agreement setting up a grievance procedure that is to remain effective until we sign a contract. As we do not yet have the contract, the grievance procedure only covers cases where the University has violated its own policy. However, anyone who has worked here for any length of time knows that administration violations of its own policy are far from infrequent.

A grievance is submitted to the Grievance Committee only after the individual stewards have been unable to solve it at the departmental level. Once a grievance comes to us - Step 4 - it is then submitted to the University Labour Committee, and our two Committees have to get together to try to resolve it. At least in theory.

In theory, that is, because the University has violated the agreement and simply refused to meet with us to discuss a grievance that was submitted to Step 4 several weeks ago.

McLean's reasons for refusing to meet with us were basically two-fold: 1) because the contract is before a mediator, and 2) because he didn't think the grievance we submitted was really a grievance after all!

When asked, he did not explain why he thought the presence of a mediator would invalidate a legally binding agreement. Nor did he explain what gave him the right to unilaterally decide on the status of a grievance when that was what a joint meeting of our two Committees was supposed to decide.

Most of this has occurred since the first day of the resumption of negotiations. That was when McLean told us that the whole interim Grievance Procedure was null and void because we had violated it. After considerable questioning, he finally let on that the part we had violated was the one that specified that stewards must get permission from their supervisors before leaving work. And all 75 of us hadn't done that when we left work that Thursday afternoon for the study session!

Later McLean backed down and admitted that the agreement was valid after all. But that does not mean he

If the University does not start acting in good faith pretty soon, we will have recourse to Section 96 (1) of the Labour Code and demand that the Labour Relations Board force the University to honour its own contract.

You will hear more on the continuing saga of the Grievance Committee vs. Colonel McLean.

We are now meeting every second Wednesday and are ready to process grievances referred to Step 4. We will be most effective, however, when we have a collective agreement and will be able to fight violations of it, and not just violations of the University's fuzzy and often unfair policies.

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### OUR FIRST GRIEVANCE TO BE WON!

By one who was involved

Recently an employee in the library system was refused the usual pay increase that accompanies the end of probation. The refusal was unfair and discriminatory. Because we have an interim grievance procedure signed with the university the employee and her steward decided to grieve the pay refusal.

It was impossible to settle the grievance at step one (verbally with the supervisor), at step two (written to the supervisor), and the grievance went to step three (written to the department head). The department head stuck to her guns--no pay increase. The steward and the employee prepared to send the grievance to the university labour committee. Then, lo and behold, a memo was sent to the employee stating that Yes! the administration had been wrong and were recommending a retroactive pay increase.

Now this is a minor issue, but it only took five days, and it gives us a good idea of our new possibilities in being unionized. In following the actual grievance procedure we were all quite awkward and nervous. However, the more grievances we handle (and no doubt there will be more) the more efficient we will get. But it's certainly a good start. One of the first AUCE grievances and one of the first ones we won. So...to all stewards and employees alike, from those who have had a shot at it... take it easy, but take it!

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AUCE OFFICE

\* \* \*

Student Union Building

Room 228

Phone 224 - 5613

All AUCE literature and info.  
is available, phone or drop in.

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JOB RECLASSIFICATION

If you want to apply for job  
reclassification you should contact

Betty Vinson at [REDACTED]

\*\*\*\*\*

ELECTION RESULTS

Out of the approximate 800 ballots  
sent out 548 were returned, 59 had  
no names and could not be counted  
and 6 more could not be identified,  
leaving 483 valid ballots.

Dick Martin 149 votes

Ann Hocky 326 votes

1 abstention and 7 spoiled

\* \* \* \* \*

REFERENDUM

Some people have expressed concern  
over the balloting procedure for the  
referendum. They are worried that it  
may not, in fact, be a secret ballot,  
as one must write one's name on the  
return envelope for verification against  
the voters' list.

Obviously, we will have to take a  
much closer look at balloting  
procedures in future, especially at the  
desirability of sealing the ballot  
in a second, unmarked envelope. For  
this vote however, we wish to state  
that we have followed a procedure  
assuring voter anonymity. The process  
of slitting the envelopes and removing  
the folded ballots has been kept  
strictly separate from the subsequent  
process of unfolding the ballots and  
counting them.

\*\* Joan Cosar and  
Ian Mackenzie,  
Trustees.

NATIONAL CONFERENCE

OF

WOMEN IN COLLEGES AND UNIVERSITIES

Would you believe that women in B.C.  
universities are ahead of women who  
work in other Canadian universities  
in their struggle for fair treatment  
and better pay?

That's what I learned at the  
Third National Conference of Women in  
Colleges and Universities which was  
held at York University on May 31st,  
June 1st and 2nd.

This was an unusual conference in  
the university context because staff  
were invited to participate and I have  
since heard from one of the organizers  
that the staff panel was the most  
interesting and informative of the  
whole conference. Five women spoke  
from their experience --  
Grace Hartman of CUPE in Ottawa, a  
U of T librarian, a college counsellor,  
a Toronto lawyer and I. The basis of  
my talk was that AUCE's successful  
organizing drive shows that women can  
use their organizational and clerical  
skills to form their own unions and  
improve their lives. That's why we're  
ahead of most of the rest of the  
country -- at least we're getting on  
with the job of doing it ourselves!

Reva MacMillan who is President of  
AUCE at SFU was also at the conference  
and we met Terry Dance of York University.  
She is active in the staff association  
at York which has recently rewritten its  
constitution with a view to forming a  
union. Other than AUCE's locals at  
Simon Fraser and Notre Dame University,  
York is the only university in Canada  
that I know of where women are organizing  
themselves.



con't from p. 4

Conference --

On the last day of the conference several resolutions regarding women staff were passed, including one encouraging universities to place women staff on their boards of governors or governing councils. This has some relevance for us here at UBC because the new Universities Act provides for one staff person to sit on the Board of Governors.

Attending the conference was stimulating and educational and I hope AUCE is invited to send a delegate again next year.

\*\* Sandra Lundy

\*\*\*LETTERS TO THE EDITOR

The Editor:

In the rush to put the Union position forward it must be remembered that there are many people on campus who work alongside Union members who would have much more interest in supporting and joining AUCE if they were to be shown a rational, considered conduct of Union business affairs such as existed in our recent meeting, in all dealings with the University Administration. If members of AUCE can continue to present an atmosphere of rationality, sincerity, and singleness of purpose as was exhibited at SUB in the study session, then they have come a long way to maturity and credibility. It is important now to take a further step and look ahead to bringing about some further improvements in social conditions and financial benefits. These will certainly be the ongoing, tangible and measureable service that the Union can perform.

It was encouraging to hear employees of the University voice their concern for the integrity of their position vis a vis their responsibility to the students and to administration. It speaks well for their good intentions that they consider their first obligation to perform well in their particular sphere of employment. It would seem that the University should encourage the participation and enlightened attitude of the support staff who are working to the same good end -- the best possible working conditions for faculty, staff and students for the maximum learning and teaching climate.

\*\*Joyce Diggins - Woodward Lib.

UNION EXECUTIVE

President - Jean Rand - [redacted]  
Vice President - Anne Hockey - [redacted]  
Secretary - Ella Marsden - [redacted]  
Treasurer - Sandra Lundy - [redacted]

DIVISION STEWARDS

Div. - 1. Heather Macneil - [redacted]  
2. Jillian McGuinness - [redacted]  
3. Veronica Turner - [redacted]  
4. Sharon Dyke  
5. Dale Mcaslan  
6. Alice Johnson - [redacted]  
7. Colleen Nicholson - [redacted]  
8. Ian Mackenzie - [redacted] - Chief Steward  
9. Glenis Williams - [redacted]  
10. Anne Hutchison - [redacted]  
11. Ruth Allen - [redacted]

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The Editor:

I would like to comment on the decision made by the majority of our membership at the noon-hour meeting last Thursday, May 30, to take a "study period" for the rest of the afternoon, in the full knowledge that it constituted an "illegal strike". Our union recently invoked labour law in support of its claim to act as the collective bargaining agent for clerical and library workers at UBC, yet one of its first actions in the process of bargaining for its first contract with the University has been to defy labour law. I do not see how this illegal, unethical procedure can be justified, regardless of provocation or precedents set by other unions or professional bodies. We are quick to urge that the University should set an example to all employers in its relations with its employees. With that I agree, but I also hold that we should try to set an example to other unions in our relations with the University. If we ignore labour law when it suits our convenience to do so, what reliance can be placed on the Union signatures to any contract which we may ultimately make with the University? For your information, because I felt it morally incumbent on me to do so, I returned to work after the meeting adjourned and made up the time lost.

\*\*Marcia Harris  
Member, Div. 4  
Economics

PLEASE FORWARD ANY COMMENTS "????"  
To  
SUB Box 11