

AUCE Local 1  
August, 1978  
number eight

# ACROSS

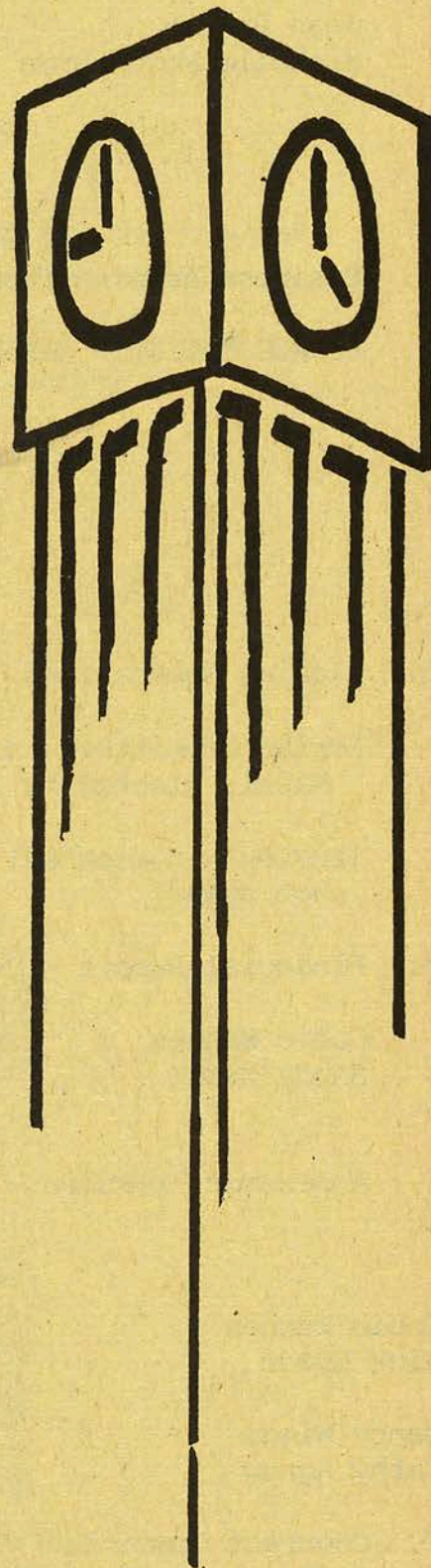
# CAMPUS

IF UNDELIVERABLE PLEASE RETURN TO A.U.C.E. OFFICE

## **GENERAL MEMBERSHIP MEETING:**

### **agenda**

**thursday, august 10th  
buchanan 102  
5:00**



### NO SMOKING

1. Adoption of Agenda
2. Adoption of Minutes
3. Business Arising from Correspondence  
- Summarized page 4
4. Open Nominations  
- Union Organizer
5. Financial Report pages 5-9
6. Contract Committee Report
7. Strike Committee Report page 11
8. Grievance Committee Report
9. Union Organizer Report
10. Provincial Report
11. Other Business
12. Adjournment

Minutes of the General Membership Meeting Thursday, July 20/78 IRC 2, 12:30-2:30 p.m.

1. Nancy Wiggs to adopt the agenda as amended. CARRIED  
Joan Cosar
2. Nancy Wiggs to adopt the minutes. CARRIED  
Sandy Masai
3. Union Organizer Report - Jean Priest  
Jean Priest that AUCE Local 1 lease an addressing machine  
Michelle McCaughran for three months and that if after that time the  
Union Organizer and Union Coordinator feel that  
the machine is satisfactory (i.e., works well and  
saves time and money), it will be purchased by  
this Union. CARRIED
3. Business Arising from Correspondence - none.
4. SORWUC Motion - deferred from last meeting  
that we support the Strike of SORWUC Local 1  
with a \$500 interest free loan. CARRIED  
(by a standing  
vote 146-104.  
abstentions not  
recorded).
5. Closing Nominations  
Strike Committee - nominated: Karen Peplow, elected by acclamation; Sandy  
Masai, elected by accl.; Joan Cosar and Shirley Dick did not stand.  
Trustee - nominated: Marjorie Butt, elected by accl.; Susan Gilbert did  
not stand.
6. Financial Report - Cobie Wennes  
Cobie Wennes that bills for taxes and water be paid, as agreed  
Sandy Masai in the lease, these amounting to approx. \$900.  
CARRIED  
Assessment results: \$25,780 assessed  
6,000 loan from provincial repaid  
19,780
- Cobie Wennes to adopt financial report  
Rick Lymer
- Nancy Wiggs to defer adoption of financial statement until it  
Cathy Agnew can be sorted out. CARRIED
7. Contract Committee - Michelle McCaughran  
Mediator Ed Sims asked both parties to provide motivation for their proposals.  
Michelle summarized the position of the negotiators as printed on blue sheet  
distributed at this meeting.

Contract Committee

that AUCE Local 1 hold a referendum strike vote.

Vicki Workman motivated on behalf of the committee, outlining the relative positions of the parties since the onset of negotiations and the attempts made on the part of the Union Contract Committee to reach a fair settlement as expeditiously as possible.

Nancy Wiggs

that the vote be by secret ballot.

Rosalind Turner

CARRIED

Record of vote: Yes 285; No 40; Abstention 1; Spoiled 4.

8. Strike Committee Report - Mary Tainsh

Outlined the work done to date in preparing for a strike vote.

9. Grievance Committee - Jean Priest and Jay Hirabayashi

Jean reiterated what was printed in the Newsletter and emphasized that no one, under any circumstances, is to pay the money that UIC claims to be owing.

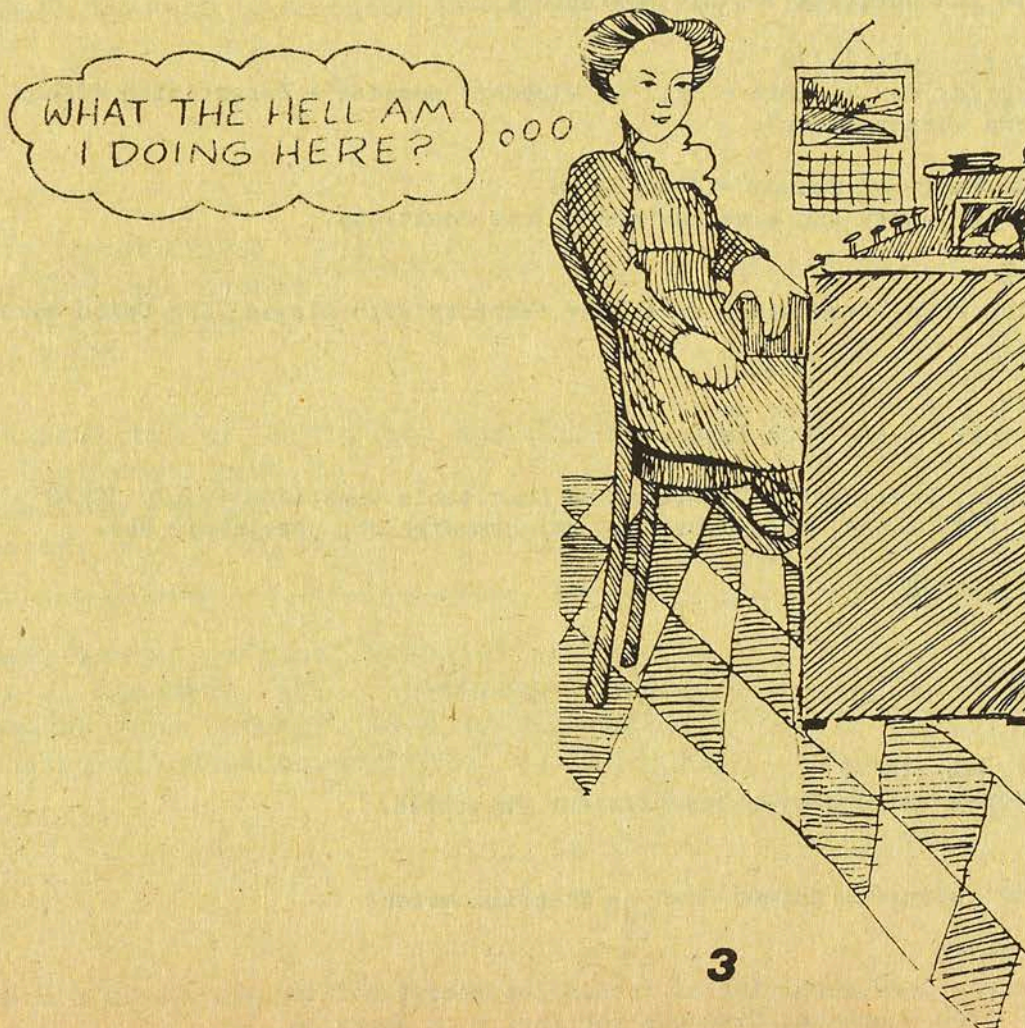
Jay reported on the Staff Room Attendant grievance with the good news that the arbitrator had ruled in our favour and had order the University to reinstate the attendant in her original position.

10. Provincial Report - Lid Strand

A request for volunteers to count ballots.

11. Other Business

There was a brief discussion of the issue of raising dues.



## correspondence received June 29 to July 27, 1978, in summary

Titans Sports Association - June 27/78

- request for donation for the First Annual Canadian National Championships for women's lacrosse cup.

W.D. Kitts, Chairman, Charitable Donations Committee, UBC (with copy attached from K. Scalzo, Director of Rehabilitation, UBC Extended Care Unit) - June 29/78

- requesting comments re: fund raising campaign proposed to purchase \$11,000-wheelchair bus.

Susie Darke - June 29/78

- resignation as Steward in Department of Theatre, as she has terminated her employment.

SORWUC Press Release - June 30/78

- report of recent first annual convention.

Florence Finnsson - July 4/78

- memo to UBC Payrol re: vacation pay.

Mary Tainsh - July 5/78

- regarding AUCE Local #1's Bylaws, Section 17 of Provincial Consituion.

John C. Wall - July 4/78

- announcing opening of Axis Signs in Port Moody, a union shop.

Judy Wright, AUCE Provincial - July 7/78

- closed for 2-week vacation period.

W.D. Kitts, Chairman, Charitable Donations Committee - July 13/78

- Notice of Committee meeting.

Shirley M. Dick - July 10/78

- Letter is published in its entirety in this newsletter.

International Union of Operating Engineers, Local 882 - July 11/78

- copy to President of AUCE of letter to Gloria Sparks re: IUOE picketing activities at UBC.

Darlene Crowe - received July 18/78

- Letter is published in its entirety in this newletter.

B.C. Federation of Labour - July 14/78

- press release re: "Socreds do it again - Bill 40 wipesout pension - Bargarining rights for thousands at B.C. crown corporations".

Progressive Conservative Party of Canada - June 30/78

- requesting us to join the party and give tax-deductible donations.

W.F. Watson - July 19/78

- W. II Graphics, a union shop, requesting us to buy T-shirts with slogan "The Union makes us strong".

Nancy Wiggs - July 19/78

- results of telephone vote on the CCCA issue.

W.D. Kitts, Dean. Chairman, Presidents' Committee on Charitable Donations - July 20/78

- copy of letter to Dr. D.T. Kenny, President, UBC re: campaign for wheelchair bus.

Myra Christiansen - July 24/78

- re: bylaw changes.

Kathy Dickson - July 25/78

- new address.

Dept. of Finance, UBC - July 25/78

- copy of memo to C. Wennes re: employee benefits for July 1978.

Anonymous - July 25/78

- his/her application for transfer turned down -- discrimination?

Sandra Hartline - July 26/78

- protest re: AUCE's backing and supplying of labels for recent mailing via camp's mail of "barrage of literature" from Concerned Citizens for Choice on Abortion.

TREASURER'S REPORT

The following audit is for A.U.C.E. Local 1, from the period of October, 1976 to December, 1977. In the past, the fiscal year for our Local ended in September, but as our Executive turns over at the end of December, we extended the fiscal year three months to the end of December, 1977.

The accountants did what is known as a "heavy" audit and they literally took the books apart. They found everything to be in order but have made suggestions for our current treasurer to modify the procedures. The "heavy" audit was necessary because of the complicated problems which arose over the transfer of our monies from various accounts at Vancouver City Savings to the B.C. Teachers' Credit Union (local branch).

This transfer took place over three months, well into 1978, and it caused much confusion. It made balancing within the first three months of 1978 impossible and another audit is now being carried out by the accountants to clear the Vancouver City Savings records which will take until the middle of August. This extra help by Advanced Accounting Services will be included in the audit free, which will of course be even less in 1979 (as this last period was 15 months). Even at \$ 750.00 it is much less than the previous auditor's bill of over \$ 900.00.

Once this latest update of the financial books of A.U.C.E. Local 1 is finished, matters will be on a solid footing and we can expect an easier time in bookkeeping procedures for the treasurer. We must realize that our Local is in effect a business that is grossing over \$ 120,000.00 per year and that therefore our accounting procedures must be kept up-to-date and as accurate as possible.

Jerry Andersen.  
Former Treasurer

ADVANCED ACCOUNTING SERVICES  
200 - 1200 West 6th Avenue  
Vancouver, B.C. V6H 1Ar  
Phone: 733-1104

July 7, 1978

To: The Association of University and College  
Employees Local No. 1  
2162 Western Parkway  
Vancouver, B.C. V6T 1V6

Re: Preparation of audited financial statements  
as at 31 December, 1977 - covering a period of  
15 months from October, 1976 to December, 1977  
including discussions pertinent to the engage

\$ 750.00

The Association of University and College

Employees Local No. 1

Vancouver, B.C.

FINANCIAL STATEMENTS

December 31, 1977

CONTENTS [of Statements]

Auditors' Report	Exhibit "A"
Balance Sheet	Exhibit "B"
Statement of Revenue, Expenditure and unexpended Revenue	Exhibit "C"
Note to the financial statements	Exhibit "D"

Exhibit "A"

AUDITORS' REPORT

To the Members of  
The Association of University and College  
Employees Local No. 1

We have examined the balance sheet of The Association of University and College Employees Local No. 1 as at 31 December, 1977 and the Statement of Revenue, expenditure and unexpended revenue for the 15 month period then ended. Our examination included a general review of the accounting procedures and such tests of accounting records and other supporting evidence as we considered necessary in the circumstances.

Receipts as recorded have been verified, however, due to the nature of the operations and receipts of the Association, revenue and receipts are not susceptible to a complete audit and have not been otherwise verified by us. Accordingly, we do not express an opinion on the revenue and receipts of the Association.

Also, a comparative financial statement for 1977 and 1976 is not presented since this statement covers a period of 15 months as compared with 12 months for 1976.

Subject to the foregoing qualifications, we report that in our opinion these financial statements present fairly the financial position of the Association as at 31 December, 1977 and the results of its operations for the year ended on that date, in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

(Signed)  
S.M. Vandervoort  
Auditor

Vancouver, B.C.  
July 7, 1978.

The Association of University and College  
Employees Local No. 1

## Balance Sheet

31 December, 1977

Assets

Cash in bank	\$47,934.66
Term deposits	10,000.00
Dues receivable	<u>9,241.50</u>
	<u>\$67,176.16</u>

Liabilities and Unexpended Revenue

<u>Liabilities</u>	
Accounts payable	\$ 2,558.50
Unexpended Revenue - Exhibit "C"	<u>64,617.66</u>
	<u>\$67,176.16</u>

Statement of Revenue and Expenditure  
and Expended Revenue

for the 15 month period ended  
31 December, 1977

## Revenue:

Donations	\$ 168.20	
Dues and application fees	116,811.50	
Interest	<u>3,445.03</u>	\$120,424.73

## Expenditures:

Arbitration	1,831.65	
Bank charges	53.45	
Flowers, cards and messages	54.25	
Furniture and fixtures	2,037.96	
Insurance	671.43	
Library	903.10	
Meeting and conferences	3,919.82	
Office, postage and mailing	2,609.64	
Per capita tax	38,494.25	
Press clipping service	506.80	
Printing and stationery	8,454.39	
Professional fees	2,558.83	
Reimbursed wages	148.77	
Rent and utilities	5,053.16	
Salaries and related benefits	20,504.54	
Telephone	<u>601.04</u>	<u>88,403.09</u>

Excess of revenue over expenditure		\$ 32,021.64
Unexpended revenue, beginning of the period		<u>32,596.02</u>
Unexpended revenue, end of the period - Exhibit "B"		<u>\$ 64,617.66</u>

Note to the financial statements:Furniture and fixtures

The Association had furniture and fixtures worth \$8,576.05 at cost in its custody at December 31, 1977.

A list itemizing the contents is to be provided by the Executive.

Legal Document re-typed: M. Butt  
proof read: M. Christensen

I would like to add the following. To obtain a balanced account such as at the end of the year, the books have to be closed. This is impossible to do each month due to the nature of our income-and-expenditure flow. The dues are not received by us till about the 10th of each month and then balanced with the next month's expenditures for the newsletter treasurer's report.

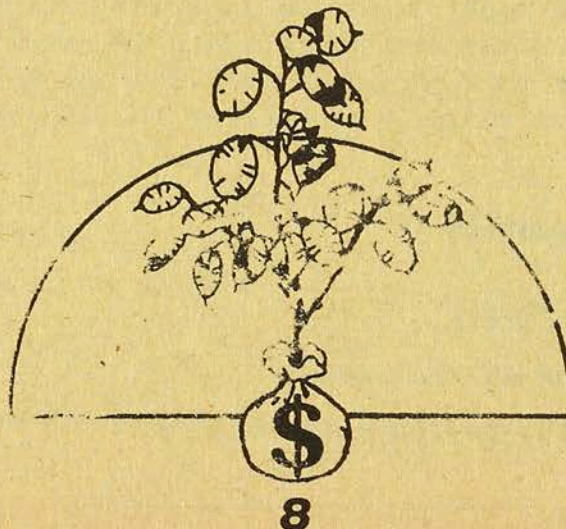
Funds to a total of \$28,797.26 were withdrawn from the Strike Fund into the General Savings Account so that we could draw our strike pay. A balance of approximately \$200.00 was left in this strike fund to keep it viable. The next month, thereafter, the usual 10% from our dues was added again to the strike fund. To give the membership some idea of how much we really received and spent from this fund, some information is given in the financial report. The odd request for strike pay is still coming in.

On behalf of myself and the Executive I would like to thank Jerry for his help in putting the Union's accounting on a sound basis.

J. (Cobie) Wennes  
Treasurer

The "Treasurer's Statement" is not intended as a balanced statement. It is simply a report of income and expenses for the previous month. As the Treasurer has stated, to obtain a balanced statement, the books must be closed, then the accounts must be reconciled with the bank statement. Since the bank statement is not received until about the 3rd week of the month it is not possible to close and balance the books each month. However, the books are subject to an annual audit when they are closed and balanced. In addition the accountant oversees our daily transactions.

Marjorie Butt  
Trustee





STATEMENT OF INCOME AND EXPENSES FOR THE PERIOD OF JULY 1 - 31, 1978

EXPENSES

Salaries and Related Expenses	\$ 2,102.26
Rent	300.00
Printing and Stationery	618.00
Telephone	103.84
Office Expenses	1,421.52
Provincial Assessment	2,584.25
Donations	750.00
Share Accounts	10.00
	<u>\$ 7,889.87</u>

INCOME

Dues and Initiations	\$ 8,331.50
Cabinet sale	50.00
	<u>\$ 8,381.50</u>
Excess of Income over Expenses	<u>\$ 491.63</u>
Loan repayment to A.U.C.E, Provincial	\$ 6,000.00

FURTHER NOTE ON JULY EXPENSES:

Printing and Stationery:	College Printers	\$ 263.65
	Rex Rotary - Stencils	297.16
	U.B.C. Bookstore	57.19
Office Expenses:	Janitor	\$ 65.00
	B.C. Hydro	52.08
	Petty Cash	100.00
	Pacific Address. System	210.00
	* Dakralda: Water & Tax Ch.	994.44

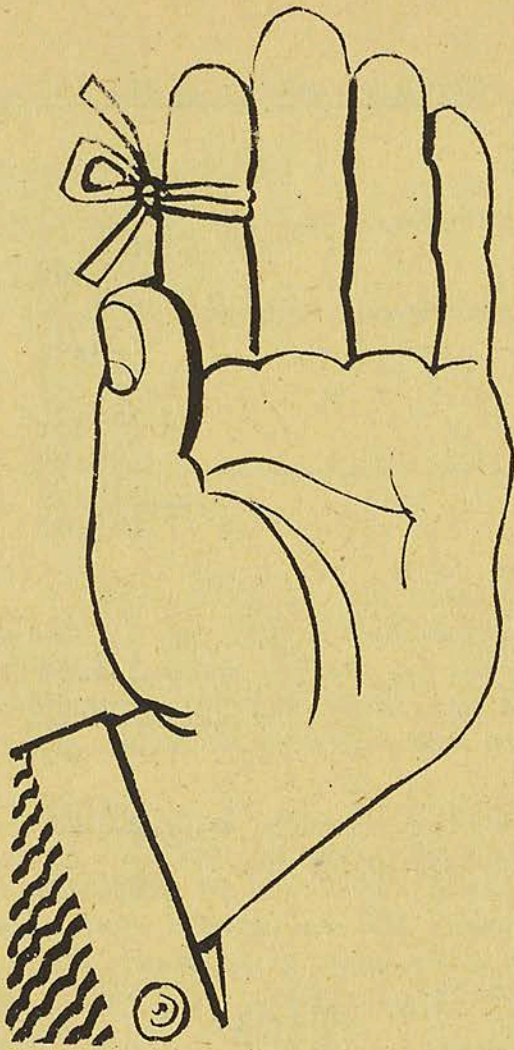
\* Water-and tax charges for our Union office are shared with other tenants on a pro-rata basis.

Donations:	Concerned Citizens for Abortion	\$ 150.00
	SORWUC - Muckamuck (Loan)	500.00
	Lutheran Campus Center (Conf.rooms)	100.00

STRIKE FUND:

As of March, 1978	\$ 28,153.25
Dues 10% - April	834.60
May	863.80
May (pay-donation)	115.00
May (Special Assessment Aug. '1977 backpay)	200.00
June	833.15
June (Special Assessment) (+ \$ 5.00 backpay)	25,805.00
	<u>\$ 56,804.80</u>
Less strike-pay (March - July, 1978)	32,397.50
	<u>\$ 24, 07.30</u>

SPECIAL ASSESSMENT:	Full time: 1232 X \$ 20.00 -	\$ 24,640.00
	Parttime: 116 X \$ 10.00 -	1,160.00
		<u>\$ 25,800.00</u>



A REMINDER...

For the benefit of new members and those of you who may have forgotten - the annual \$5 assessment toward the Strike Fund will be deducted from your August paycheque.

*Looking for a  
Fairy God-Mother?*



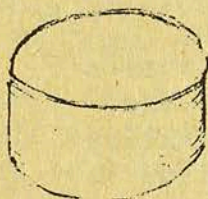
FROM THE STRIKE COMMITTEE...

THE COMING STRIKE VOTE REFERENDUM -- On July 20, those attending the general membership two-hour meeting voted 86% in favour of taking a strike vote referendum. The date for the vote has not been set, however, if a STRONG POSITIVE VOTE is to be effective in pressuring the University into quickly settling a contract before September, the vote must be taken SOON. The application to take the strike vote was mailed to the Labour Relations Board on July 28, since, as of March 1, 1978 we are required to have a government supervised vote.

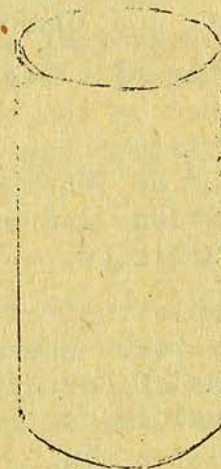
There will be several scattered polling stations set up to accommodate the spread-out nature of the campus. If there are handicapped members who cannot arrange transportation to a polling station with their fellow workers, assistance can be arranged, if you call the union office well in advance. Some stations will be open long enough to give people the choice of voting either before work, during the day or after work. Authorized notices setting out the date, times and locations of the poll will be posted not less than 48 hours before taking of the vote. They will be posted in such places as to give notice of the poll to all employees in the bargaining unit. (This is a government regulation).

Why the polling stations? Since the contract and strike committees felt that having the results of the vote before going into mediation on August 15 was of strategic importance, the polling station vote was chosen over the mail-in ballot. With the present time limitations, results of a mail-in ballot could not possibly be known until at the earliest, August 21.

STRIKE COMMITTEE



UNIVERSITY OFFER  
2.6% WAGE INCREASE



1977 INFLATION  
RATE OF 9.5%

## SYNOPSIS OF THE MAIN LIBRARY PROMOTION GRIEVANCE

In November 1976 a woman in the Main Library applied for a promotion to an LA III position. The position was given to another applicant with less seniority. A grievance was launched and the supervisor replied that the grievor was not selected because

"I felt that she could not effectively carry out the training and supervisory duties involved in the position because of her hearing disability."

The Library Administration refused to meet with us to discuss the grievance because, it claimed, the Union had invalidated the grievance in going over the five day time limit by several hours. A 96(1) application was then filed by the Grievance Committee and the Labour Relations Board became involved in the time limit dispute. An Industrial Relations Officer met with both sides and eventually submissions were invited by the LRB. The Board ruled in our favour and in early June, approximately six months after its initiation, the grievance was finally aired at the Dept. Head level. The supervisor's decision was supported there, and later by the University Labour Committee.

A Membership Meeting authorized the Grievance Committee to take the grievance to arbitration and both the Union and the University agreed upon Hugh Ladner as sole arbitrator.

In the course of preparing the case a number of disturbing comments were discovered in documents on the grievor's file, e.g.

"Her slowness in learning new material is due only in part to her hearing disability."

"Her judgment and comprehension are a little low."

"Does have a hearing disability which precludes telephone use."

"[Grievor] is a slow learner."

With the grievor's permission the Grievance Committee consulted the Western Institute for the Deaf and arrangements were made for testing by an audiologist and a psychologist.

Dawn Luke, the audiologist, concluded

"[The grievor's] hearing aids are appropriately fitted and functioning well. Based on the above test results, I would conclude that her consistent use of the aids and excellent speechreading skills allow [the grievor] to function within normal limits in situations where she is able to combine her auditory and visual abilities.

In speech comprehension situations where she cannot use vision she functions slightly below average and in situations where she must rely on vision alone, or reduced auditory information (as in noisy conditions) she performs as well if not better than a normally hearing person."

The Psychologist, Dr. Jane Hastings, tested the grievor with the specific aim of revealing the 'perceptual disorders' implied in the comments on the personal file. She reported

"The first test used was the Performance Scale of the Wechsler Adult Intelligence Scale (abbreviated "WAIS"), in which the tasks are all perceptual in content. Her IQ, as measured by this test, is 110, which is in the next category above the normal range and is labelled "Bright No:

The other test administered was the General Aptitude Test Battery (GATB), the vocational aptitude test currently used by Manpower. It has several sections which specifically test perceptual skills and gives scores comparing the client to a large normal population in the work force. On the "Clerical Perception" subtest [the grievor] scored in the 90th percentile and showed herself to be exceptionally quick and accurate. (All of the GATB is high-pressure with regard to speed.) This subtest confirms the outstanding score on the WAIS Digit Symbol and constitutes additional support for her excellent visual perception.

The overall picture of [the grievor's] skills is that she is at the very least average in a diversity of realms of functioning and is at the top of the population on measures relating to perception. There was obviously no reason to pursue this line of testing any further."

The Human Rights Branch was also contacted. We were informed by an officer that we had grounds for a complaint under Section 8 of the Code but we were advised to first complete the arbitration process. If that avenue failed it was our understanding that Human Rights would take up the complaint. We learned later, a possibility raised during our meeting with the officer, that time limits prevented recourse by this means - a complaint must be filed within six months of the alleged violation.

The Arbitration Hearing was held on December 12, 13 and 14, 1977. The Audiologist testified as an expert witness and her report was submitted as evidence. However, the University's objection to our submission of the report of the psychologist was upheld by the Arbitrator.

Hugh Ladner, in his award dated March 6, 1978, was satisfied

"that [the grievor] was assessed on the basis of her abilities and potential as perceived by Mr. de Bruijn and Ms. Baldwin in 1976, and there is no evidence to indicate that they considered [the grievor] to be a slow learner. While some of the remarks in the earlier appraisal reports may have been unfortunate, I do not think they were relied upon by Mr. de Bruijn or Ms. Baldwin in making the assessment they made in considering who the successful applicant would be."

On the reasonableness of the University's decision he found

"there is no question but that the University's decision was one which a reasonable employer could have reached in light of the facts available."

Mr. Ladner, in his award, relied on cases which held that an arbitrator should not substitute his decision for that of an employer where the employer's decision is deemed to have been reasonable and non-discriminatory. Then, he stated

"Were I sitting with an appellate jurisdiction entitled to substitute my own decision for that of the Employer, I might well have come to the conclusion that the University was in error in failing to award the job to [the grievor]."

He concluded that

"I cannot conclude that the University's decision was unreasonable or that the University erred in principle in the selection process."

In early April lawyer Barbara Findlay applied, on our behalf, under Section 108 of the Labour Code, for appeal of the award on the grounds that the

"arbitrator erred in that he did not find that the University had erred in the selection process, in that he did not find that the University should have considered [the grievor's] hearing disability in light of the requirements of the job, rather than in the abstract. Failure to consider the relationship between the grievor's hearing impairment, if any, and the requirements of the job vitiated the employer's decision, notwithstanding that it might have been made honestly.

The Union further submits that the arbitrator erred in failing to give effect to Article 34.02(b) of the agreement, which provides:

"(b)... that job opportunity shall increase in proportion to the length of service."

In applying the wrong standard in determining whether the University had acted reasonably in assessing the grievor's ability, and in failing to give effect to Article 34.02(b), the Arbitrator delivered an award which is inconsistent with the principles expressed or implied in the Labour Code. The Arbitrator ignored the thrust of well-established principles of arbitral jurisprudence in coming to his decision."

Ms. Findlay concluded her twelve page submission as follows

"In conclusion the Union submits:

- (1) In assessing the ability of an applicant to perform a job, the employer must consider the ability of the employee with reference to the specific requirements of the job.
- (2) With respect to the "handicapped" person the employer must ascertain, based upon reasonable investigation, whether the individual's handicap would actually interfere with the employee's ability to fulfil the requirements of the particular job in question.
- (3) Failure to investigate the effects if any of the applicant's handicap on the specific requirements of the job renders the employer's decision unreasonable and prejudicial.
- (4) On the facts of this case the University did not consider whether the grievor's hearing impairment would interfere with the specific job requirements of the [job in question].
- (5) Having considered whether an applicant has the ability to do the job, the employer must compare the relative abilities of all the applicants. A determination by the employer in effect disqualifying an impaired person because of her/his impairment without reasoned consideration of whether that person could perform the job as well as or better than a non-impaired person is unreasonable.
- (6) The Arbitrator failed to give any effect to Article 34.02(b) of the agreement."

The Labour Relations Board chose not to grant an appeal.

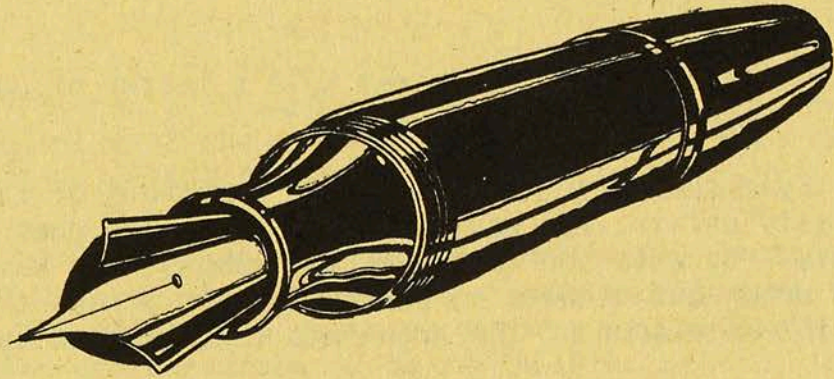
Any interested AUCE members are invited to read all of the documents relating to this case. They are to be found in the Grievance Committee files in the Union Office.

-Ann Hutchison, on behalf of Grievance Committee

---

# letters

---



The time has come for my annual appeal to the union troops. Every year about this time, the lack of involvement of most union members bothers me to the point I want to say something about it. It seems terribly unfair to me that the day to day committee business of the union must be done by a few people. Time and time again it seems that a few dedicated individuals give too much of their time to union work to the point they become worn out. Worn out so that they are disinterested in the union afterwards or embittered at others lack of interest. Perhaps most of you feel that volunteering to help with union work would involve a lot of your time. The more people willing to help, the less time one has to give. I have been the shop steward in my division as well as serving on the Grievance Committee and while I have to say at times I was frustrated with the University's attitude towards us, for the most part it is very rewarding. The most appealing thing about AUCE to me is the way we haven't fallen into the common union trap of having a business agent deal with the employer, denying the average worker access to the decision making process. We can only maintain this situation with help from the membership. Think it over.

The other thing I wanted to bring to the membership's attention is the University's separation certificate. When you give notice to quit your job, the University has a piece of paper called a "separation certificate". One of the items to be ticked off on this form is whether your employer would consider re-hiring you again. Although we have access to our personnel file, this separation certificate is often included in your file after you leave. It has come to my attention that comments, negative ones, are often included on this form, which you may be unaware of. It would be a good idea to request a look at this form before you leave.

AUCE  
c/o Campus Mail Room  
UBC

re: Margaret Kyle's letter of June 16, 78

Ms. Kyle seems to think that AUCE's methods of financial deductions are grossly unfair, and would like to see union dues deducted on a percentage basis. Because she is new to the campus, and was not here during the long and drawn out debates on percentage vs. across the board, I would like re-iterate some of the arguments that cropped up during these debates.

Firstly, Ms. Kyle said that she would like to see union dues deducted on a percentage basis so that the low wage earner would have to pay less and the ones at the higher end of the wage scale would have to pay more. This is all very well and nice, but would she also like to see her wage increases doled out on the same percentage basis? For example,

5% of \$819 (step 1, paygrade I) = approx. \$41

5% of 1357 (step 1, paygrade VII) = approx. \$68

It has always been AUCE's policy to insist on an across the board wage settlement so that those on the lower end would not be screwed by a percentage increase and receive less money than those at the higher ends.

YET MS. KYLE SAYS THAT "I CAN SEE THE LOW WAGE EARNER IS PENALIZED IN THE AUCE SETUP". Rubbish!!

If anything, the ones who are penalized are those at the higher ends of the wage scale. These people are receiving the same amount of money in an across the board settlement as the low end of the scale, yet after higher tax deductions, pension plan contributions, etc., they have actually received less money than those on the lower ends of the scale. And yet Ms. Kyle wants them to pay union dues at a higher percentage??? Come on now!

As for the \$10 which was deducted from her check, if she had thought to call the union office or her shop steward, it would have been explained that the \$10 was to rebuild the strike fund, after all the funds had been depleted by paying back AUCE members who had refused to cross picket lines when the campus was hit by rotating strikes during the spring. I can understand where she would be unsympathetic about paying wages to people who refused to cross picket lines of another union (*after all, it is a moral question, isn't it? One can cross or not cross as one's conscience dictates*), but isn't it nice to know that if she's ever locked out because some other union is on strike, that she can come to the union for re-imbursment of her wages? (once again, this is another example of how "unfair" AUCE is to its members).

Darlene Crowe  
Division C



July 10, 1978

Communications Chairman  
AUCE Local I  
2162 Western Parkway  
Vancouver, B.C.

RECEIVED  
JUL 14 1978

I am concerned that we are giving too much money to the AUCE Provincial, <sup>and</sup> suggest we cut our contribution in half and put the other half back into the local treasury, in view of our precarious financial situation.

I strongly object to "bailing out" other unions when our own union almost ceased to exist. Our membership in a referendum, flatly turned down any further financial support of the SORWUC union. Our voice meant nothing apparently, although I would presume our representative expressed our views to the Provincial. It is obvious our local has little say in Provincial action, and I see no reason to continue to pour approximately \$2400 or more per month in that direction. The SORWUC union is \$28,000 in debt for legal fees alone (July Chatelaine article) and the Provincial has loaned them \$10,000 and now our local has a motion to grant another \$500 loan to that group (Muckamuck Restaurant). Our Strike Fund is a mere \$2,369.39 and yet we siphon out money in unnecessary directions.

I am fully aware of the moral obligation to support other unions, but I feel that we should again build up our strike fund. If we are financially solvent, from our monthly dues, then I urge that we maintain those funds for our own preservation.

It also appears the Provincial is becoming a "pressure" group. Why are we involved in the 'Gay Rights' movement? Any individual is free to support any group of their choice. We are fully protected by our constitution from discriminations of any kind, so why should the question even arise?

Why are we involved in political questions e.g. - re French Canada? We all hold our own political beliefs and I feel the union is entirely out of their league on these matters.

Locally, our union urges involvement by it's members. Then one finds out how futile that can be. The Strike Committee recently lost a valuable and competent member who sincerely desired to make a positive contribution. It was reassuring to see a member who had the integrity to resign rather than condone irregular procedures. I am referring to the recent assessment "fiasco".

Pat Gibson (who has also recently resigned) admitted that an error had been made in borrowing \$6000 before they had a mandate as to how it would be paid back. As he said, if the assessment vote had been negative, the union would have "gone down the tube". They knowingly gambled with the very existence of this union, and no effort was made to rectify this error.

There was a refusal, (and a lame excuse,) to hold a mail-in referendum on the assessment. Could it be possible they feared the greater risk of a negative vote? It is the responsibility of the executive to set up the best possible conditions to enable every member an opportunity to vote. The union got us "flex-time" and the half-hour lunch hour. How can members from Triumph, Community Education, Green Park, Child Study Centre, etc. get across campus to vote? They are being deprived of their right to vote in my opinion and that is very wrong. The result is evident - 300 approximately voting in favor of the assessment out of 1200 - not too representative.

The union cannot operate without funds. Where do they come from? You are right - from you and me. However we had a "one-time" assessment. Yet, in brackets I read ("any further assessment will be handled in a separate ballot"). Isn't that somewhat confusing?

So the next step could be an increase in dues - but at least that has to go to a mail-in referendum and we shall have a representative decision. So we must be prepared to pay, and pay, and pay if we want to keep the union going. Does it not seem ludicrous that the strike of another union cost us in the realm of \$32,000! Perhaps we shall not be so hasty in the future to go along with a 'union solidarity' theme.

Would it not be better to cut back the Provincial contribution to \$1.00 per member per month, and augment our local funds by \$1.00 per member per month? Our original increase has been offset already by double inflation, a set back from our original strike (paying back the ATB) and our recent assessment. Are we getting a fair return on our investment? Can we stand any more cut backs in our pay cheque?

I am seeking some answers and offer this one suggestion as a partial solution. If you agree with this point of view, please call or write the Union Office as I am sure they would welcome some feedback at this critical point.

*Shirley M. Dick*

Shirley M. Dick

P.S. Please publish this letter in full in the next AUCE Newsletter.

Thank you.

---

#### ARE YOU AN ACTIVE MEMBER?

Are you an active member?  
The kind that would be missed,  
Or are you just contented  
That your name is on the list?  
Do you attend the meetings  
And mingle with the flock,  
Or do you stay away  
And criticize and knock?  
Do you take an active part  
To help the work along  
Or are you satisfied to be  
The kind that "Just Belong"?  
Do you push the cause along  
And make things sort of click  
Or leave the work to just a few  
And talk about the clique?  
There's quite a program scheduled  
That you must have heard about  
And we'll appreciate if you  
Will come and help us out.  
So come to meetings often  
And help with hand and heart;  
Don't be just a member  
But take an active part.  
Think this over, MEMBER,  
You know the right from wrong.

Are you an ACTIVE MEMBER. . . Or do you just belong?????

REPRINTS  
REPRINTS



# NEWS

June 3rd, 1975

## FOR IMMEDIATE RELEASE

"Sections in Bill 40, the Miscellaneous Statutes Amendment Act, which revoke the right of a large number of public sector workers to negotiate pensions in B.C. are a complete and total violation of the fundamental right of collective bargaining," B.C. Federation of Labour Secretary-Treasurer Dave MacIntyre charged today.

"Once again this government is trying to sneak exceedingly important legislation attacking the rights of B.C. workers in through the backdoor by burying it in an Omnibus Bill in the dying days of the Legislative Session," MacIntyre stated.

The proposed amendments will remove pensions from the collective bargaining process for workers at the Insurance Corporation of B.C., B.C. Rail, B.C. Hydro and the Workers Compensation Board.

"It is apparent from these amendments that the Socreds are determined to make public sector workers second class citizens. They are now obviously involved in a concerted, underhanded program of attack on the bargaining rights of public employees, and I want to assure all of those employees that the entire labour movement, and in particular all 250,000 members of the B.C. Federation of Labour, will stand united in opposing this attack.

"Workers in the private sector have long had the right to bargain pensions, but this Social Credit government has chosen not to respect that right for a large section of British Columbians. What is worse, they are using their added power as both employer and government to violate rights that they would otherwise have to negotiate.

"It is interesting to note that within the past year the Supreme Court of Canada unanimously upheld the right of B.C. Hydro workers to negotiate pensions. The employer wasn't satisfied with the Court's ruling so now they are attempting to change the law to circumvent the Court's decision," said MacIntyre.

"The whole manoeuvre stinks, and as far as I am concerned this government ought to be ashamed of itself."

## COMMENT

### PENSION BARGAINING ELIMINATED

During the dying hours of the Legislative Session the Social Credit Government introduced the Miscellaneous Statutes Amendments Act. Normally, at the end of each session this act is introduced to make minor changes to provincial legislation. This normally minor piece of legislation was used to wipe out the right of a large number of Public Sector Employees to bargain for improved pensions.

It may seem that this issue doesn't affect us at UBC very much, but the manner in which these public sector workers lost an important right should concern us greatly.

Two years ago, when B.C. Hydro refused to bargain for improved pensions, the unions involved took the issue to court. Eventually the Supreme Court of Canada unanimously upheld the right of B.C. Hydro workers to negotiate pensions. The Provincial Government didn't like the decision so turned around and removed the "difficulty" with the stroke of a pen.

Last year the Provincial Labour Code was amended to raise the percentage of employees that must be signed up in order to have a union certification vote (from 35 to 45%). University Faculty have been prohibited from unionizing through the passing of a "minor" amendment of the Universities Act. The Essential Services Act has been invoked. The new Colleges and Provincial Institutes Act contains sections which when proclaimed will force the various College Faculties to re-certify and which will also severely limit the ability of these associations to bargain collectively.

The strategy of the Social Credit government seems quite clear. Instead of confronting the labour movement directly by introducing Right of Work Laws or by eliminating the right of Public Sector Employees to strike they have decided to slowly chip away at these rights until none are left.

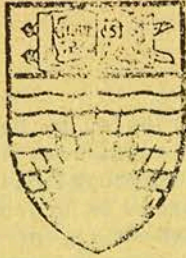
AUCE has been affected by some of these "changes" and as the government continues to squeeze us we will be affected more and more.

Since its beginning, AUCE has maintained an independent, non-political stance. Can we afford to do this any longer or is it about time for us to establish close relations with the rest of the labour movement?

Lid Strand



UBC



# FACULTY ASSOCIATION NEWSLETTER

VOLUME 11 No. 5

July 20, 1978

## ARBITRATION AWARDS

Members will be aware that the Faculty Association and the University recently submitted two matters to arbitration in accordance with the Framework Agreement.

1. 1977-1978 Salaries: The outstanding one per cent set aside pending further consideration of a salary scale.  
Arbitrator: Miss Mary Southin  
Hearing: June 27, 1978
2. 1978-1979 Salaries: Global amount and manner of distribution of Increase in salaries for 1978-79.  
Arbitrator: Mr. Hugh Ladner  
Hearing: June 29 and 30, 1978

The arbitrators have now made their awards as follows:

### Southin Award

"I consider that the sum at issue should be divided equally among all those persons who were members of Faculty in the bargaining unit of the Association on the date of commencement of the contract year and who were still in the employment of the University on the date of the expiry of the contract year and who were entitled to a career experience salary adjustment pursuant to Section 2.01 (b) of Section 2 of the revised collective agreement for the year July 1, 1977 to June 30, 1978."

### Ladner Award

- "(1) All those members of the bargaining unit who will continue in the employment of the University after June 30, 1978, should, for the calendar year commencing July 1, 1978, be paid an amount equal to their salary as at June 30, 1978 plus an amount equal to 5.75% of their salary as of June 30, 1978.
- (2) .75% of the 1977-1978 payroll for those members of the bargaining unit be allocated to the Merit Fund to be distributed in the manner that has already been agreed upon between the parties.
- (3) .75% of the 1977-1978 payroll for those members of the bargaining unit be set aside for selective increases to appropriate members of the bargaining unit in accordance with Section 17 of the Framework Agreement."

### Effect of the Awards

1. The Scale of Minimum Salaries, proposed by the Joint Committee on Salary Policy, has not been awarded by either arbitrator.
2. The \$531,750 (1%) set aside from 1977-78 will be divided equally between all members of the bargaining unit entitled to a career experience salary adjustment and will result in a sum of \$300 for each member. All members who received the career experience adjustment of \$386 awarded for 1977-1978 will receive this additional \$300 with their July pay cheques.
3. The \$300 career experience adjustment will be added to members' salaries to give a revised figure for their annual salaries as at June 30, 1978. All members of the bargaining unit who were employed before June 30, 1978 and who continue to be so employed after July 1, 1978 will receive an increase of 5.75% on this revised 1977-1978 salary. The increase will be paid starting with August pay cheques. The increase of 5.75% consists of 4% as a general salary increase and 1.75% as a career experience increment.

4. 1.5% of the 1977-1978 payroll (\$868,000) will be distributed by Deans and Heads of Departments as Merit Awards and to deal with inequities and anomalies. The basis on which this money is to be distributed has not been precisely specified by the arbitrator but the Association is urging that the Administration should follow the guidelines adopted in recent years. The Association has also suggested that the salaries of those members who were "triggered" by the proposed minimum scale when career points were assigned at the end of last year should be closely scrutinized to ascertain whether or not a genuine inequity exists.
5. In addition to these direct salary increases Mr. Ladner based his award on the assumption that the Administration would be increasing the funds at the disposal of the Deans to finance faculty travel by \$150,000. At the time of writing this Newsletter clarification of the details of this item is being sought.

#### Comments by the Executive

##### A. SCALE

Neither arbitrator awarded the scale of minimum salaries which has been the cornerstone of recommended salary policy, which has been worked out with such pains by the Joint (Administration-Association) Committee on Salary Policy and which, the Association maintains, was accepted in principle by the Administration.

The Administration refused to acknowledge this agreement and Miss Southin declined to rule as to whether such agreement had been reached. On the scale itself she commented:

"...I considered that I knew far too little to warrant me in introducing a scale of the sort proposed here....I simply hold the view that the Faculty Association which is proposing a radical change has not convinced me I should do what it asked. On the other hand, the University has not convinced me that I should say the Faculty Association proposal should be rejected finally as dangerous and unworkable."

Mr. Ladner, who recalled that the Association had made a similar proposal at arbitration before him two years ago and who was plainly appalled by the fact that the University Administration and the Faculty Association had not yet been able to come to a signed agreement in the Joint Committee on Salary Policy, agreed with Miss Southin's comments. Miss Southin stressed that the issues involved in the salary scale were too complex and too large to be determined by herself in the time available or indeed by any arbitrator within the time limit provided by our Framework Agreement. Mr. Ladner took the position that the mechanism for the implementation of the salary scale lay outside his jurisdiction. The matter of a scale of minimum salaries is therefore unresolved but the Executive is committed to continuing to press for a scale: we shall therefore be exploring with the Administration ways of reaching agreement on the matter. There are two important lessons that we have learned from these arbitrations:

1. Mutual agreement between University Administration and Faculty Association is a prerequisite for the implementation of salary policy under our Framework Agreement.
2. The present scale of minimum salaries will not be imposed by an arbitrator unless the two parties are very much closer to agreement than they were in these arbitrations.

##### B. OVERALL INCREASE 1978-1979

Mr. Ladner's award amounts to an increase in the academic salary budget of 7.25%.

Our Negotiating Team had advanced a series of strong arguments (comparing our salaries with others in this province, on this campus and in other universities and relating them to increases in the cost of living and the growth of the economy) for a settlement considerably greater than 7.25%. We cannot, therefore, be enthusiastic about the final figure the arbitrator saw fit to award but we take considerable encouragement from the way in which he recognized the validity of many of our arguments, as shown by the following extract from his award:

"Firstly, inflation continues at levels that are high, and this year will probably exceed 9%. Secondly, the relative position of salaries paid to the faculty and other wage sectors within the Province has deteriorated somewhat. Thirdly, the salary position of the faculty has fallen slightly behind its position of primacy, in relation to salaries paid faculty members at other Canadian universities, which it has held for a number of years."

In particular, he recognized the case for a "catch-up" adjustment in salaries in relation to other wage sectors in the province.

Members will recall from an earlier Newsletter that the Administration was placing great emphasis on the Universities Council's comment that UBC recent operating fund allocations had been "overweighted on the side of academic salaries expense...." The arbitrator recognized, as does the Association, that a large proportion of the University budget is devoted to academic salaries but he went on to say:

"...a review of those salaries over the past few years does not indicate inordinate adjustments compared to what has been granted to income earners in other sectors of the economy. Indeed...they would seem to have fallen slightly behind.

If the Universities Council is saying that, because the total funds available for the support of our universities is limited, academic salaries should suffer because a greater proportion of available revenue should be devoted to other university services, I do not agree."

Nor do we. The Negotiating Team, therefore, in negotiating the increase in the salary budget for 1979-80, will press strongly to ensure that academic salaries do not suffer at a time when the inflation rate is becoming alarmingly high.

#### Arbitration Briefs

The Negotiating Teams prepared substantial briefs for the two arbitration hearings. Members who would be interested in reading our case are welcome to consult copies of the briefs that have been shelved in the Association office (112 West Mall Annex). Among the exhibits which were presented to the arbitrators were:

- Detailed costings for the implementation of the salary scale.
- Salary comparisons with other groups in B. C.
- Salary comparisons with other universities.
- Salary increases compared with other groups on campus.
- Comparison between increases in faculty salaries and the University's annual operating grant.

The preparation of these briefs and exhibits was very largely the work of the two chairmen of our Negotiating Teams, David Balzarini and Charles Culling. They each put days (and nights) of work into preparing solid, impressively documented cases. As a result of these arbitrations we have achieved a salary settlement which is better than those of almost all Ontario universities (including the University of Toronto); it is also slightly ahead of that of the University of Victoria. Credit for the outcome goes to the negotiating team of 1978-79, led by Charles Culling and aided by Lee Johnson, Larry Weiler, David Balzarini, Pat Dunn and Hank Rosenthal.

---

Feeling tired?  
Rundown?  
Take a walk.



THE UNIVERSITY OF BRITISH COLUMBIA  
2075 WESBROOK MALL  
VANCOUVER, B.C., CANADA  
V6T 1W5

OFFICE OF THE PRESIDENT

July 19, 1978

MEMORANDUM TO: Members of Faculty, Professional Librarians, and  
Program Directors in the Centre for Continuing Education

FROM: Dr. D. T. Kenny, President  
Dr. H. O. Slaymaker, President, Faculty Association

RE: SALARY INCREASES

1. 1977-78 Salaries

The award of Miss Mary Southin in the arbitration concerning the distribution among faculty of the 1% fund for 1977-78 salary increases, set aside a year ago pending further discussion of a salary scale, has now been received. In it Miss Southin refused to adopt either the scale proposed by the Faculty Association or that proposed by the University; on the evidence before her, she was unwilling to decide that one scale or the other was the right sort of scale for faculty at this University. Consequently, she ruled that the 1% fund should be divided equally among faculty members of the bargaining unit who were entitled to a career experience salary adjustment under section 2.01 (b) in Section 2 of the Revised Collective Agreement for 1977-78. As this agreement dealt with salary increases for members of faculty who continued in the employment of the University after June 30, 1977, only such faculty are entitled to share in the distribution of the 1% fund. Furthermore, by the arbitration award, except for such faculty who ceased to be employed by the University after June 30, 1977 and before July 1, 1978 because of death or illness or accident, only those who were still in the employment of the University on June 30, 1978 are entitled to share in the distribution.

In the case of those whose salaries are derived wholly from a grant or partly from university general revenues and partly from a grant, the salary increase to be paid by the University will be in proportion to the share of the salary derived from university general revenues.

By agreement between the University and the Faculty Association, the portions of the 1% fund which were earmarked for the professional librarians and program directors in the Centre for Continuing Education will be distributed in the same manner as the faculty portion of the fund.

These salary increases, amounting to \$300.00 per person, will be included in the July salary payment as a lump sum, subject to the usual deductions.



Memorandum to Members of Faculty, Professional Librarians, and  
Program Directors in the Centre for Continuing Education (continued)

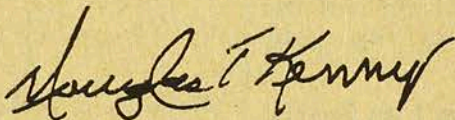
---

2. 1978-79 Salaries

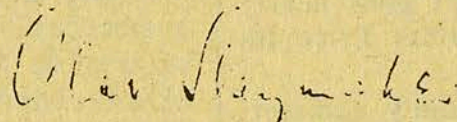
The award of Mr. Hugh G. Ladner in the arbitration concerning salary increases for the year July 1, 1978 to June 30, 1979, has also been received. As a result of this award, the members of the Faculty Association bargaining unit who have continued in the employment of the University after June 30, 1978, will receive a general salary increase of 4% plus a career experience increment of 1.75%. In addition, funds have been provided for merit increases for particularly meritorious members of the bargaining unit and for the correction of salary anomalies and inequities.

On the question of a salary scale, Mr. Ladner followed the line of reasoning adopted by Miss Southin in her award referred to above, thus refusing to adopt either one of the proposed salary scales.

Payment of the general salary increase and the career experience increment, calculated from July 1, 1978, will start with the August salary payment. It is anticipated that the careful evaluation for merit awards and inequity or anomaly salary adjustments will be completed in September and payment of any resulting salary increases will therefore be made at the end of October retroactively to July 1.



Douglas T. Kenny



H. Olav Slaymaker

## Let the Bureaucrats Try Living on \$2000

(Hamilton Spectator June/78)

## Underlying fact of life



editor's note:

The Provincial is working on setting up a seminar made up of students, AUCE and other unions to discuss this problem and hopefully come up with a co-ordinated policy to deal with the issue of student employment & funding.



# Update ~ U.I.C. Payback Requests

Six women at UBC have now been asked by the Unemployment Insurance Commission to repay the money which they received from UBC when they returned to work after their maternity leave. The amount of money involved in each case is between \$1200 and \$2000.

As I said in the last ACROSS CAMPUS, if you have received the Maternity Leave benefits and U.I.C. sends you a request for repayment, do not send the money to them. Local 1 (UBC) and Local 2 (SFU) have combined forces and hired a lawyer to fight this case. Any payback requests from U.I.C. should be referred to Jean Priest at the Union Office (224-2308).



MOVING? CHANGING YOUR NAME? OR DEPT? OR WHATEVER?

LET YOUR MEMBERSHIP SECRETARY KNOW!

Please fill in the blanks and send to AUCE, Local #1,  
Campus Mail, Attention - Membership Secretary

NAME \_\_\_\_\_

NEW NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

NEW ADDRESS \_\_\_\_\_  
\_\_\_\_\_

PHONE: HOME \_\_\_\_\_ NEW \_\_\_\_\_

OFFICE \_\_\_\_\_ NEW \_\_\_\_\_

SOCIAL INSURANCE NUMBER \_\_\_\_\_

DATE EFFECTIVE \_\_\_\_\_

# DIVISION STEWARDS

## Division A:

Sharon Newman  
Physical Education  
2503

Valerie Pusey  
Graduate Studies  
2934

Lid Strand  
Registrar's Office  
6471 or 4367

Joan Ellis  
Registrar's Office  
2844

Margaret MacRae  
Registrar's Office  
4863

John Colbert  
Data Processing  
3725

Cathy Barratt  
Finance  
2055

## Division B:

Judith Willcox  
Dentistry  
2112

Donna Brock  
James Mather Bldg.  
5591

Jean Lawrence  
Health Care & Epid.  
2772

Joan Cosar  
Pharm. Sciences  
3183

## Division C:

Dawn Arndt  
Chemistry  
2752

Darlene Crowe  
Physics  
2472

Elsie Hudson  
Commerce

Ruth Risto  
Zoology  
2132

Cheryle Jolliffe  
I.A.R.E. Library  
3324

Gwyn Bartram  
I.M.C.  
4771

## Division D:

Carol Pincock  
Social Studies  
5374

Lil Legault  
Under-grad. Programs  
5227

Andy Gingera  
Foundations Education  
6647

Margot Sherk  
Dean's Office, Education  
6495

Nattanya Caverhill  
Forestry  
6489

## Division E:

Mariam Mohammed  
Computing Centre

## Division E continued

Meg Holdsworth  
Computer Ctr. Library  
5587

Lynn Berry  
Housing  
2811

Judy Todhunter  
Housing  
5778

Cathy Agnew  
Math  
3079

Sandra Masai  
Math  
3079

## Division F:

Sylvia Woodcock  
Sociology/Anthropology  
4136

Lavone Stanfield  
Social Work  
2255

Peg Willis  
Purchasing  
3861

Rosalind Turner  
Purchasing  
2638

## Division G:

Sheila Day  
Economics  
2518

Nancy Wiggs  
Legal Clinic  
5911

Margaret Nicholson  
Continuing Education  
2181, local 241

Division H:

Shelley Tagart  
Maps  
2231

Ian Spence  
Sorting  
3115

Jim Livingston  
L.C. Cataloguing  
3894

Jeff Barker  
Gov't Pub.

Ray Galbraith  
Cat. Records  
3426

Carol Cameron  
Serials  
4432

Joan Treleaven  
Special Collections  
2521

Darlene Rand  
Periodicals  
3739

Wendy Lymer  
Card Preparation  
4192

Valerie Siegle  
Acquisitions  
4434

Leeta Sokalski  
Circulation  
3208

Rick Lymer  
Circulation  
3115

Bonnie Solem  
Fine Arts  
2720

Karen Peplow  
Interlibrary loans  
2274

**COMMITTEE  
MEMBERS**

CONTRACT COMMITTEE

Division A:  
Betty Finnsson  
Registrars  
6471

Division D:  
Vicki Workman  
Education

Division H:  
Ray Galbraith  
Cat. Records  
3426

Ex-Officio:  
Michelle McCaughran  
Union Office  
224-2308  
Ann Hutchison  
Main Lib., Reading Rm.  
2819

GRIEVANCE COMMITTEE

Division F:  
Rosalind Turner  
Purchasing  
2638

Division H:  
Rick Lymer  
Circulation  
3115

At Large:  
Vicki McNeill  
Main Lib., Reading Rm.  
2819  
Leeta Sokalski  
Circulation  
3115

Grievance Committee, At Large  
continued . .

Robert Tsai  
Awards Office  
4248

Ex-Officio:  
Jean Priest  
Union Office  
224-2308

Ann Hutchison  
Main Lib., Reading Rm.  
2819

COMMUNICATIONS COMMITTEE

Division C:  
Marjorie Butt  
Oceanography  
3278

Division G:  
Mary Martin  
Law  
3140

Division H:  
Myra Christensen  
Reading Room  
2819

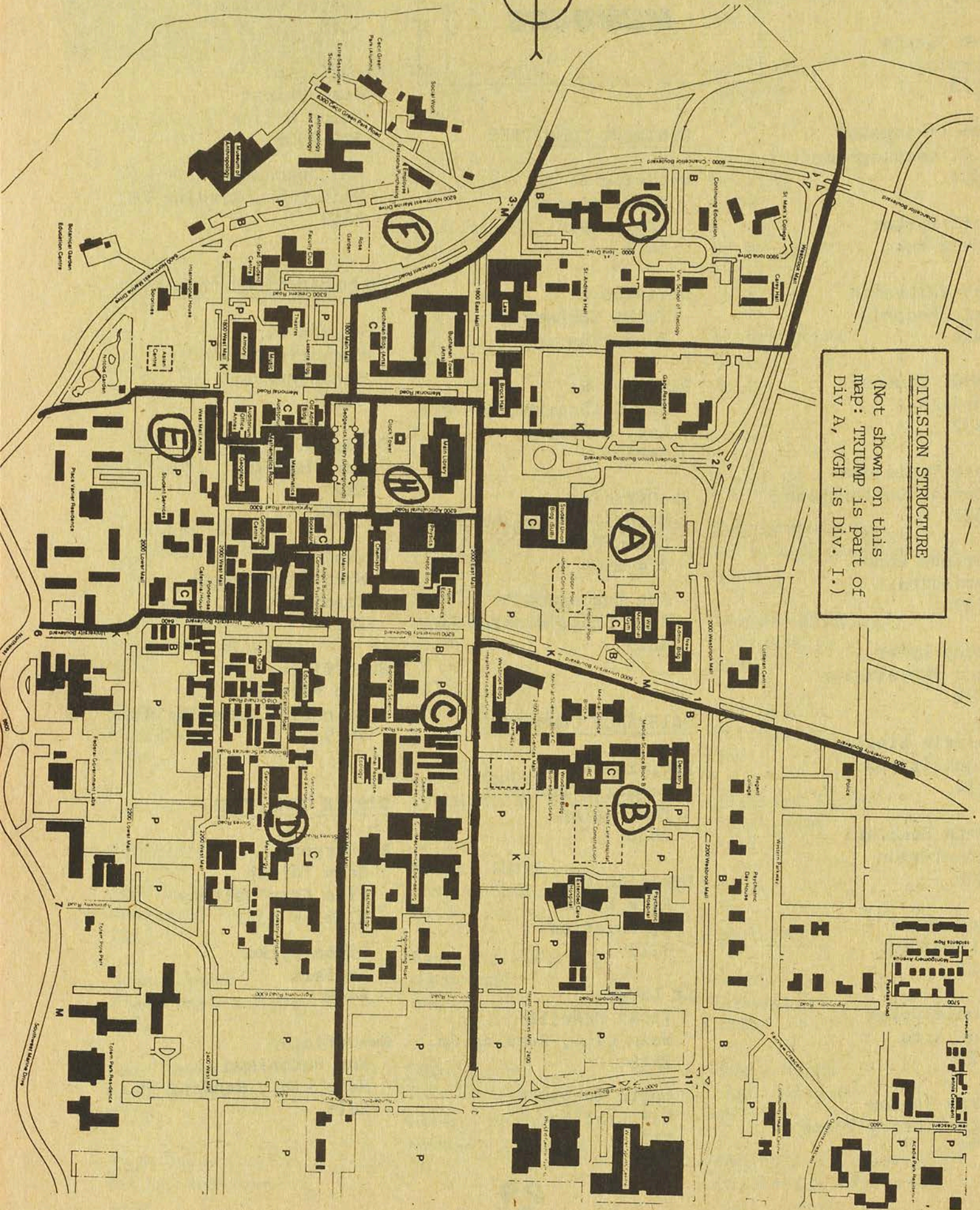
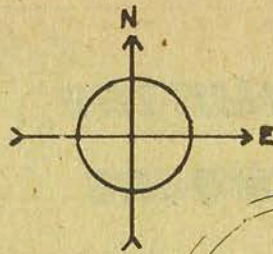
Ex-Officio:  
Ann Hutchison  
Main Lib., Reading Rm.  
2819

STRIKE COMMITTEE

At Large:  
Mary Tainsh  
Fine Arts Gallery  
2759 or 4381  
Diane Dycke  
Serials  
4432

Ex-Officio:  
Ann Hutchison  
Main Lib., Reading Rm.  
2819

# divisions geographically



**DIVISION STRUCTURE**  
 (Not shown on this map: TRIUMP is part of Div A, VGH is Div. I.)

# KNOW YOUR CONTRACT!

## DISCIPLINE - DISCHARGE

### 8.02 Meeting the University

When the University wishes to discuss dissatisfaction with the work of an employee which may lead to disciplinary action, the employee shall be accompanied by a steward.

When an employee wishes to initiate discussion with the University regarding a potential grievance, the employee shall be accompanied by a steward.

### 33.03 Discharge

- (a) The University may discharge any employee for just cause, subject to Article 35 (Adjustment of Complaints).
- (b) All probationary employees, in the case of discharge, shall receive two (2) weeks written notice with a copy to the Union on the same date, or two (2) weeks pay in lieu of notice. All other employees shall receive one (1) month written notice with a copy to the Union on the same date, or one (1) month pay in lieu of notice.
- (c) A written list of all reasons for discharge must accompany notification of discharge to the employee and the Union.
- (d) Grievances arising out of discharges when pay in lieu of notice is given shall begin at Step 3 of the Grievance Procedure.

### 33.04 Proof of Just Cause

In all cases of suspension or discharge or other disciplinary actions, the burden of proof of just cause shall rest with the University. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily.

These contract clauses are to protect Union members from arbitrary discipline and/or discharge from irate management - and don't kid yourself that this doesn't happen on campus. Having the procedure written into the contract, i.e.: that a Steward must be present and that the University must give one month notice and written reasons for their action, gives some assurance that the discipline/discharge process will be done in an open, just manner. But, as is the case with almost every clause in the contract, we have to make sure that all Department Heads and other management personnel are made aware that we have these rights. Sometimes rather than fire an employee outright, management will demand that the employee 'find another job as soon as possible' and then make it so uncomfortable for the employee that he/she either rushes to find another job or quits. Union members must insist that they be given the benefit of all the rights that they have in their Collective Agreement - which in this case would be to have a Steward present at any meeting with management which involves any discussion of dissatisfaction with your work.

This is the only situation where the onus is on the University to provide "p

where the onus is on the to the Union for its actions.

# A.U.C.E. NEEDS YOU

President: Ann Hutchison  
Reading Rooms  
2819

Vice-President:  
Lid Strand  
Registrar's Office  
6471

Union Co-ordinator:  
Michelle McCaughran  
Union Office  
224-2308

Union Organizer:  
Jean Priest  
Union Office  
224-2308

Membership Secretary:  
Wendy Lymer  
Card Preparations  
4192

Treasurer: Cobie Wennes  
Woodward Library  
2570

Trustees: Donna Keith  
Registrar's Office  
6471

Marjorie Butt  
Oceanography  
3278

Division B: Judy Willcox  
Dentistry  
2112

Division G: Margaret Nicholson  
Continuing Education  
2181, local 241

Division H: Richard Melanson  
L.C. Cataloguing  
3894



The Union Office is located at 2162 Western Parkway (in the Village above the Health Food Store). The office hours are 8:30 - 4:30 Monday to Friday. (224-2308)

---

## NEXT ISSUE

## DEADLINE:

## AUG 28

