

Association of University and College Employees

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

July 11, 1978

CONTRACT BULLETIN 10

FROM THE CONTRACT AND STRIKE COMMITTEES

- the Contract Committee received notice on July 5, 1978 that Ed Sims has been appointed as mediator. Mr. Sims acted as mediator during our 1975 and 1976 sets of negotiations. Meetings have been scheduled for July 12 & 13, 9:30 - 4:00 at Mediation Services - the outcome will be discussed at the July 20 General Membership Meeting.
- the Contract Committee, acting on your behalf, will make every effort possible to settle our collective agreement through mediation but, from past experiences, it would be unrealistic to guarantee a settlement. We must be prepared for our next course of action. We must once again show our determination - a strong, positive strike vote would have just that effect.

Procedures prior to strike action - what are the implications of each?

1. A motion to have a referendum strike vote

This motion could be made at a general membership meeting. It does not have to be previously published in the newsletter - it could come directly from the floor. The motion means that AUCE Local 1 must decide whether or not to hold a referendum strike vote. This decision can be made by either a show of hands or a secret ballot to be counted by the trustees and announced at the meeting. From that decision it either follows that we go ahead with the referendum strike vote or, if the motion fails, we don't. The motion could be voted on again at a subsequent meeting.

2. The taking of a referendum strike vote

The method of holding a strike vote is governed by the B.C. Labour Code, sections 79 through 91. Since March 1, 1978 we are required to give the Labour Relations Board prior notice of the decision to take a vote, and the vote taking will be government regulated. The outcome of the vote will be made known to the membership and the University. The question to be voted on: Are you in favour of a strike?

- a) if the vote is positive it will be valid for 3 months immediately following the date on which the vote was taken. It does not mean that we have to serve strike notice, although that is the next logical step. Obviously, it is strategic to wait some time to see if the taking of a positive strike vote will in itself resolve our dispute. *Point of Information - a majority vote is 50% plus 1, however, that is definitely not a vote of confidence. We would be looking for a strong, positive vote of 85% plus as a demonstration of support for our position.

b) if the vote is negative, another vote can not be taken until 3 months have elapsed. This would mean that the strike vote, which is used as a lever to apply pressure to the University, has been nullified or wiped out. We can still go back to the bargaining table; but the Contract Committee would have no backing from the membership. We would then be in the position of negotiating the University's proposals and not ours. (See the University's package of June 15th - Contract Bulletin #8.) The University would not only get away with incorporating their take-away proposals into our contract but they would be more blatant in challenging the rights of our present collective agreement. All of the University's proposals are designed as instruments to erode present rights. Here are several instances in which the University position either negates the Union's attempt to amend the present agreement or blatantly undermines it:

1. 13.09 Staff Room Facilities - the University would close staff rooms that do not make a profit or break even.
2. 22.06 Demotion (Reduction in Classification) - the University wants to change title to Demotion. They want to introduce demotion as a disciplinary measure. When a lower classification job is applied for pay is no longer specified in the contract (i.e. which step of the lower pay grade).
3. 30.02 Compassionate Leave - the Union wants to include next-of-kin in immediate family and the University will not alter its position. To quote Jane Strudwick, "this is an example of the 16 instances in which you have an excuse not to work for the University."
4. 30.01 Leave of Absence Without Pay - their proposal means that leaves of absence may be denied arbitrarily and without reasons given.
5. 30.04 Day Care - the Union's proposal is designed to allow time off to participate in co-op day care. This time is to be made up. Jane Strudwick states "It is employees' the employees' responsibility to look after their kids and their animals."
6. 30.07 Maternity Leave - their reference to the Unemployment Insurance Act negates maternity benefits altogether. Their clause states "...providing it does not conflict with the Unemployment Insurance Act..."
7. 36.02 Wage Rates - the University's so-called wage 'offer' of \$13 across-the-board or 1.3% from Apr. 1/78 - Sept. 30/78 and \$26 across-the-board or 2.6% from Oct. 1/78 - Mar. 31/79. The cost of living increase for the month June 1978 alone was 2.5%.

3. Strike notice

A motion to give the University strike notice would be made at a membership meeting. "No employee shall strike until the employer has been given written notice by the union that the employees are going to strike and seventy-two hours have elapsed from the time such notice was given and until the mediation officer has reported out." This means that in order to give strike notice the membership must approve it at a membership meeting. Giving strike notice does not mean we have to walk out immediately after the 72 hours are up. As long as we are in the 3 month period after the positive strike ballot and have given notice, we can go out at the most opportune time. If we do not choose to go out after notice is given and 3 months elapse, then we must begin once again with a motion to have a referendum strike vote.

If the strike notice motion fails, at this time, it may be moved again later.

Strike notice can be used as another lever to pressure the University. Our contract could be settled between serving of strike notice and the, possible, taking of strike action.

4. Decision to go out on strike

This cannot be made until notice has been given, etc. (refer to the serving of strike notice). The Strike Committee can recommend to the membership their strike strategy, i.e. type of strike (rotating versus all out) and the timing. If the general strategy is adopted, then strike action would commence at the opportune time.