LOCAL 1 REPORT

I'm sure that each of our locals has felt the effects of the federal controls. Some more significantly than others. For those who have been at the bargaining table in recent months, I'm sure that you will agree, that what has always proved a strenuous exercise in the past - has become a gruelling and exhausting experience under the shadow of the Anti-Inflation Programme.

AUCE's original objective, the elimination of discriminatory pay practices, is considerably hampered if not made an exercise in futility, by the terms dictated by Ottawa. Will public sector workers and particularly the women working in the public sector - remain the goverments scapegoats? Are we to be continually singled out to bear the brunt of Canada's economic deficiencies?

As many of you may know, AUCE Local 1 recently had the utter misfortune of being rolled back and ordered to payback salaries outlined in our 1975/76 collective agreement. That contract, though retroactive to October 1st 1975 (a period prior to the introduction of the controls programme) was signed December 23rd 1975 after a week-long strike. While speculation and the law of averages held that the controls programme would be adopted by the BC Provincial Government - at that point in time workers falling under provincial jurisdiction were not covered by the federal controls. In fact, it was not until mid-June of 1976 that the BC Provincial Government passed parallel legislation retro-actively covering provincial employees. By this point in time, Local 1 was in the ninth month of its one year contract.

In late July 1976 the Union and the University were requested by the AIB to submit the actual cost figure of the contract for examination by the board. Both parites were, at that time, given the opportunity to submit written justification for the negotiated wage settlement. While the University argued that the wage settlement was similar to settlements awarded to other bargaining units on campus - AUCE attempted to qualify for exemption under the sexual discrimination provisions of the Anti-Inflation Act.

The gist of Local 1's original two-page submission focused on the issue of equal pay for work of equal value. It was and is our conviction that the most pervasive and generalized sex discrimination in pay practices is that which dictates that female-type jobs shall be paid less than male-type jobs. We pointed out that our wage settlement partially eliminated the existing disparity and that it was the elimination of discriminatory pay practices which was the sole criterion for our original wage demand.

We went further and compared our job descriptinns with comparable descriptions in other bargaining units which are predominately male and enjoy substantially larger salaries. Unfortunately the AIB chose to ignore these arguments.

Approximately three weeks after we mailed in our submission we were contacted by the board and informed that our brief was not in a form the AIB could accept. It was pointed out to us that our interpretation of the exemption for sexual discrimination was much too broad and not one that the board found acceptable. Apparently, their interpretation is so narrow as to limit sexual discrimination to situations involving men and women doing exactly the same jobs and being paid different salaries. That this interpretation lacks insight into the true struggles of women workers is so obvious as to be trite. Women's skills and qualifications must be weighed and recognized equally with those possessed by their male counterparts regardless of whether or not the duties performed are identical.

In the weeks that followed, Local 1 did extensive investigation of salaries paid to corresponding employees at other post-secondary institutions - including other locals

of AUCE. We had been advised by the AIB that as our sexual discrimination argument was rather weak in their view, we should attempt to make a case under the provisions provided for historical relationship. Essentially, this involved convincing the board that salaries paid by various Universities and Colleges had borne a demonstrable relationship with our own for the two year period prior to October 14th, 1975. By proving that salaries and rates of increase had remained quite comparable - we hoped to justify our wage settlement by maintaining that had our increase been considerably smaller we would not have been able to maintain the salary relationship that had existed for many years. Clerical workers at UBC would fall considerably behind others performing exactly the same jobs but located at different institutions.

In early December 1976 - two months after the expiry of the contract in question the AIB ruled that the negotiated settlement was excessive. In total dollars our settlement had amounted to an overall percentage increase for the entire bargaining unit of approximately 19%. The AIB stated that they felt we were entitled to 15% but no more. It was left up to the University and the Union to negotiate how and where the cuts in pay were going to come.

Quite apart from the initial horror and confusion experience by everyone - the reduction in pay could create some real deep-rooted philosophical problems as well. The wage settlement had involved a drastic restructuring of our old pay scale - where once there had been 33 pay grades there were now 10. This reduction resulted in varied increases to our membership. The range was approximately between 9% and 24%. The sub-committee of the executive who were elected to negotiate the roll back had to decide the fairest way possible to reduce wages and pacify the resentment felt by a minority of the membership who had not received large percentage increases to start with. It should be noted that while some of the higher classifications received what would appear to be small percentage increases the fact that they had been earning higher wages to start with insured that the actual dollars they received were sometimes greater than those received by people awarded higher percentage raises)

With the interruption caused by the Christmas season it took the joint committee until February to negotiate the possible rollback and payback options. These then went to the membership for referendum vote. The final decision was that everyone would be rolled back equally - we would all lose $32.00 per month. It was further decided that everyone would have a number of payback options open to them from which they could choose.

At this point in time we were still covered under the affected agreement as we had had no success in negotiating a new contract. We had, therefore beer receiving the wages affected by the ruling, for sixteen months. Our total payback if we had been working full-time during the entire period would amount to about $454.00 each. The University agreed that the longer we were given to pay back that amount - the less dramatic our monthly pay loss would be. We agreed on a twenty-four month payback.

In early March we submitted our entire agreement to the AIB for review. They were to decide if they found our compliance plan and payback scheme acceptable. Six weeks later, around the 20th of Arril we received their answer. Everything was to their liking except the 24 month pay back - they wanted the money in 12 months.

It should be pointed out that when we submitted our plan to them we were assured that that if they found problems with any or all of it we would hear within 48 hours after they received it. The University had waited two weeks and having heard nothing from the board spent thousands of dollars in overtime payments to get the whole thing implemented. Every AUCE member received a bill and a returnable form on which they specified the payback options of their choosing. Most of the forms had

been received by the time the board told us they they would not permit a twenty-four month payback.

Recently, the Union sent a letter of appeal to the board regarding the question of payback. We maintained that having to payback funds within 12 months would create real financial hardship for our membership - we asked that they reconsider the 24 month period. Early last week we heard via the University that the board had decided to permit a maximum recovery period of 18 months - a compromise between their position and our own. This will no doubt cost the University several thousands of dollars - as they will have to re-issue most of the original payback forms. The situation has added to the rapidly deteriorating relations at the bargaining table and has put only strain on everyone affected. It is Local 1's hope that other locals will never have to experience similiar hassles with the government, but that we will all see theend of the controls programme in the very near future.

Contract Report

Because we began negotiating so long ago, we t nd in reviewing the proceedings, to calculate around key dates when some of the more significant events have occurred. The first, of course, August 10, was the day, almost a year ago, when we planned our first negotiating session. The University showed up on August 13.

Bargaining was slow for the first 3 months. We signed a handful of clauses, nothing earthshaking, and by the end of October had reached the end of our rope. The University was refusing to negotiate anything of substance pending the ruling by the AIB on our previous settlement which was under review. They, in effect, declared discussion of so-called monetary items to be out of order, and these included about half the items that were on the table. We called for a mediator and suspended negotiations until one was appointed. In late November we resumed our meetings in the presence of Jock Waterston, who some of you know, who dozed at one end of the table while the University carried on with its feisty refusal to negotiate half the clauses that had been opened.

We carried on this way through Christmas and the winter until at last, on March 17, the University presented us with their St. Patrick's Day Massacre token, a lengthy package comprised mainly of xerox copies of the same positions they had been offering throughout those many months. It represented very little movement on their part, and not all in a progressive direction, by any means. March 18 was our last day of meetings. We took the package back to the membership on April 14. It was unanimously rejected. we proposed at that meeting to present the University with a counter package, responding where possible, to anything positive that had appeared in theirs. On June 9 our proposed package was approved by our membership for presentation to the University. We expect to be back in negotiations next week after a recess of three months.

The greatest snngle roadblock to a settlement this year has been the issue of job security. The University has made some very obvious attempts to undermine our rights to protection under the contract and to exclude certain categories of employees from that protection by imposing probationary periods of up to a year. The language they are proposing, in many cases, would prove an utter nightmare for a grievance committee.

We have never had a serious discussion of any monetary items, although the AIB ruling was received last December. Their wage offer of \$42 nnd \$32 in a two-year contract they justified by claiming the "pot was empty". Apparently they have an array of pots of different sizes - a 5.8% pot for CUPE, a \$5,526,000 pot for faculty - and an empty one for us.

At present, we have signed some 36 articles of a total of more than 100 outstanding from both sides. We are preparing for what we expect will be a difficult settlement this summer. Timing has become the most important factor in negotiating. A serious delay at the table could force us past the point where we would be able to pull off any effective job action, should it come to that. In the meantime, the strike committee has been working hard, building support among our members and the public and anticipating the possibility of a strike vote to be taken at the end of July.

Grievance Committee

During the past year the relationship between Local One's Grievance Committee and the University's Labour Committee deteriorated rather markedly. By the end of 1976 we had eight grievances going to arbitration, and two issues before the Labour Relations Board under 96 (1), Since January, more grievances have had to be taken to arbitration.

The two issues before the Labour Relations Board were:
(1) whether a discharge grievance should properly start at step 1 or step 4.
(2) time limits where a grievance was declared null and void since step 3 was processed a day late.
On the first the LRB ruled that if pay is given in lieu of notice than the grievance should be initiated at step 4. In the second case the LRB ruled under a clause in the Labour Code that the grievance in question should now proceed to step 3.

The arbiration cases cover a wide range of clauses in our contract such as reclassicications, job description, employee files, discharge and leave of absence.

The Union was unable to get the University to agree to a single arbitrator to hear these cases, so the Union was forced to ask the Minister of Labour to appoint one. Mr. Morely Fox, whom both the Union and the University had previously suggested was appointed. The University retained legal counsel, Mr. Keith Mitchell, to act on their behalf in these cases.

The hearings began in April, with the first cases heard being three reclassification grievances which have been unresolved since January of 1974. After five days of hearings (which were spread out over two weeks) there was a tradegy which has put an indefinite halt to the hearings. Our arbitrator suffered a heart attack during the afternoon of the 5th day, and although he is now willing to continue, the future timing and character of the remainder of the first arbitration and of the other ones is up in the air.

This delay is complicated by the fact hhat the University's lawyer is able to meet only very infrequently and scheduling of the hearings could mean we'll still be in arbitration at the end of the year. Also, the hearings have been going much more slowly than anyone really expected, which drives the cost to the Union up tremendously. Another problem which drastically affects the cost is that just before the arbitrations the University informed the Union that the only people who would be paid for would be the grievor and their representative.

Also there is a certain reluctance on the part of the Union and on the part of the University's lawyer, to continue with the same arbitrator for the eight arbitrations for which he was appointed. Mr. Fox, however, has indicated he wants to continue. We and the University have agreed that he will finish the three reclassifications and a date has been set for what we believe should be the final day of these hearings. Mr. Matkin, the Deputy Minister of Labour, in a telephone conversation with a Local 1 representative indicated that our recourse lay through the courts or the LRB - both lengthy procedures. However, we may have resolved the

problem in another way. We have each agreed on two arbitrators and are currently negotiating the allocation of these outstanding 5 arbitrations. When this has been done it seems that we will be able to solve this problem in a joint letter to the Minister of Labour explaining that we have found an alternate method to resolve these disputes.

At the present time, there are only three members on the Grievance Committee, and as more and more grievances must go to arbitration, the pressure and the workload are taking their toll on everyone concerned. There is a problem of finding people willing and able to research and handle individual cases for the Union; people who can withstand the belligerent tactics of the University's lawyer. It has appeared that during the last year, every single case that reaches tep 4 must be taken to arbitration for settlement. It is almost as if the University has launched a concerted attempt to drain the Union financially and physically. They have also constantly tried to negotiate the contract with the grievance committee and apparently have tried to trade solutions of grievances for clauses in our negotiations. This puts the whole tone of labour relations at UBC in very serious jeopardy and it is a problem which must be solved with dispatch if we are to police our contract efficiently. Right now the grievance Committee is asking for an amendment to our by-laws to add three at large members to the grievance committee in an attempt to alleviate the workload on the few members we now have. This, however, is only one little thing that deals with one of the symptons of the major disease of poor labour relations. The last two meetings with the University have shown some signs of improved relations but time will tell.

The University forced us to invoke arbitration on a leave of absence grievance. Last week they settled the matter by granting the leave. One wonders why the University couldn't have settled when the grievance was at step 4 or at an earlier stage, especially when it was costing them nothing to grant this leave. The University also refused to grant seniority for up to one year to a Union Official on leave of absence for Union matters if that person had a definate termination date. They would grant seniority only to that date and not beyond. We indicated we would grieve it if there was no settlement on the issue. They granted the seniority objecting to the possible original intent and expressed that seniority did not mean experience on the job in this case. The article for full time leave of absence for Union Activity reads: "A leave of absence without pay of up to one year will be granted to any employee who has been elected to a fulltime office or position in the Union. Seniority shall accumulate during such employee's leave of absence of up to one year but no longer."