UBC
AUCE
LOCAL 1
association of university and college employees

CONTRACT BULLETIN # 2

March 28, 1985

AT THE LAST GENERAL MEETING THE CONTRACT COMMITTEE PRESENTED TO THE MEMBERSHIP A PROPOSAL THAT WE HAD MADE TO THE UNIVERSITY FOR SETTLEMENT OF THE 1984-1985 CONTRACT. ESSENTIALLY OUR PROPOSAL CONSISTED OF THE ACCEPTANCE OF A ZERO WAGE SETTLEMENT AND, IN RETURN FOR THIS CONCESSION, AN ARTICLE ON VDT SAFETY AND CERTAIN CHANGES NECESSITATED BY THE AMENDMENTS TO THE EMPLOYMENT STANDARDS ACT. WE ALSO TOLD THEM, FOLLOWING YOUR DIRECTION, THAT WE ARE NOT WILLING TO ACCEPT ANY FURTHER CONCESSIONS. THIS PROPOSAL WAS GIVEN A UNANIMOUS VOTE OF SUPPORT BY THAT MEETING.

ON MARCH 15th, THE UNIVERSITY RESPONDED TO OUR PROPOSAL WITH AN "UNEQUIVOCAL NO". THEY MADE NO COUNTER PROPOSAL, AND STATED THAT IF NEGOTIATIONS WERE TO CONTINUE IT WOULD HAVE TO BE ON THE BASIS OF THE TWENTY-EIGHT PROPOSALS THEY HAVE PRESENTED TO US. THE MAJORITY OF THESE PROPOSALS WOULD ALTER THE CONTRACT TO OUR DETRIMENT. THEY SEEM TO FEEL THAT THIS IS AN OPPORTUNE TIME TO WEAKEN OUR CONTRACT.

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For the benefit of those who were not at our last meeting, we will describe in detail the Union's proposal.

We are willing to accept a zero wage settlement for the year ending April, 1985. The University has told us from the first day of negotiations that there is no possiblity of a wage increase. We are well aware of the University's current financial predicament, and of the very real constraint imposed by the Compensation Stabilization Program — public sector wage controls under which the employer's 'ability to pay' is the primary consideration. The employer is defined as the individual institution, not the government. We recognize that the ability to pay is an artificial measure in the public sector — it is 'empty of any significant content', to quote the arbitrator Leon Getz. The University's ability to pay is both dictated by, and enforced by the Social Credit government — '...the University is the hostage of the Provincial Government in terms of operating revenues,' says another arbitrator, Bruce McColl. However, we are prepared to be realists in this instance and read the writing on the wall. Conceding zero for one year and asking for something significant, but not costly, in return seems to us the most reasonable response to this reality. In 1983-84 CUPE 116, CUPE 2278, the Operating Engineers and the Faculty Association all accepted a zero wage settlement for the first time, and in all but one case (the TAU) some gains were made to offset that defeat.

The main thing we are asking for, in return for a concession on wages, is an article on VDT safety. The article that was voted on by the membership last year would serve as the basis for negotiating this. This is the time for such an agreement. Many union contracts across the country already contain this kind of provision. What we are asking for has been recommended by a 1982 Federal task force, and by a recent Ontario provincial task force, and some of it has even been recommended by a joint union-management committee at UBC. We want some provision for eye examinations and care, for rest breaks and/or rotation of duties, radiation protection and the adoption of ergonomic guidelines (Ministry of Labour), and the right for pregnant women to be relieved of VDT work. There is no positive proof that VDTs are dangerous to unborn children, but there is an overwhelming amount of evidence to this effect, and a great deal of publicity. Women who are afraid for the safety of their child should have the right to choose to be transferred away from this kind of work. We are also asking that our work not be electronically monitored by the machinery on which we are working.

We are also asking that the University agree to make the changes to our contract that are necessary to maintain the status quo as a result of the amendments to the Employment Standards Act. Until 1983, the minimum standards of the ESA acted as a kind of safety net — if something was not in your contract, you could fall back on the provisions of the Act. In our case, the maternity leave provision, and the notice of lay-off provision of our contract rely indirectly on the Act. We simply want the language clarified to ensure that we continue to receive what we've always received in these areas. This kind of agreement has already been reached with the other bargaining units mentioned above.

In addition, we are asking that adoption leave be incorporated into the contract. The Unemployment Insurance Act has been amended to include benefits for parents on adoption leave. Once such a thing has been recognized by federal legislation, it is only fair that it be incorporated into our contract.

We are asking that the letter of agreement on sexual harassment be moved into the body of the contract.

We want an agreement that both parties will seek an exemption from Bill 3 if and when the regulations for that Act are put in place. Bill 3 allows public sector employers to terminate employees without regard to negotiated lay-off and recall provisions. It also provides for an exemption from itself. Many unions have already sought and been granted such an exemption. We want this protection.

We want an agreement that if any other groups on campus are granted a wage increase for 1984-85, we would be given an equivalent increase. This was standard in the zero wage settlement agreements signed in 1983-84. The University has used it as part of their argument for not paying us our increments. The inclusion of this provision in our proposal was discussed with the other unions on campus. It could have the effect of making it more difficult for them to reach an agreement, but at the same time, if there is any possibility of a wage increase for the other groups, it would have the effect of increasing our solidarity with them.

Finally, we have asked for a statement making it clear that our acceptance of no wage increase does not mean that we agree to the non-payment of our increments, either in 1984 or in 1985.

As for the University's proposals, we are not prepared to accept any concessions. We would agree to certain of their 'housekeeping' proposals, but anything that alters the contract to our detriment is out of the question. There is no reason at this time for us to take concessions, and it is unfair for them to expect concessions.

In 1982, we made a few small gains, and received a reasonable wage settlement — at least by today's standards. We also made significant concessions, against the recommendation of our Contract Committee. Primarily, our losses were in the area of job security. These concessions have come back to haunt us. A couple of people were laid off in 1983 as a result of a letter of agreement on involuntary transfer (bumping). We remember another woman who stood up at a union meeting and said that, if we accepted the University's offer, there would be only two people in the new classification to which she was assigned, and that if they were laid off they would have no bumping rights. They were laid off a year ago, and have never been recalled. Another classification we accepted, against the better judgement of our Contract Committee, was the Word Processing Operator. We have been fighting with the University over this classification ever since. When we lost the major arbitration on this issue, the arbitrator said, in effect, that we may not have been in agreement

with the job standards, but that our membership accepted them when they ratified the contract, and we therefore have to live with the University's interpretation of them. Today there are half a dozen Word Processing Operators, and many dozens of others who do nothing but word processing and remain under classified, predominantly as Secretary 2s. We should never have made these concessions. But at least at that time there was something to gain, there was money on the table. Today there is nothing to gain by conceding to the University's demands. We are justified in accepting no concessions.

How much more reasonable can we be. They University says that our proposal does not meet their objectives, that there is nothing in it for them. Whatgreater objective can they have at this time than our acceptance of a zero wage settlement? The 'nothing' that is in it for them is a very considerable gain. We don't deserve to see our wages reduced by four percent — the 1984 rate of inflation for Vancouver. They know that we are underpaid, some of us quite considerably. According to our calculations, based on the Consumer Price Index (Stats Can), we have been running an average of almost three percentage points behind the increase in the cost of living every year for the past ten years! That adds up to a considerable loss of income. Accepting zero this year is a very real sacrifice.

They say we have not been bargaining. But where is the incentive to bargain? They want us to withdraw our proposal and get down to negotiating on the basis of all the proposals first brought to the table. But everyone knows you can't really move forward from a retreat position once it's been taken. We've dropped the majority of our proposals, including the major ones: contracting out, technological change, and a wage increase. It is their turn now.

They say that not enough time has been spent discussing their proposals. In fact, more time was spent on their proposals than was spent on ours. Their response to our proposals was very negative, and on the issue of technological change actually hostile. They made it apparent that we have nothing to gain in that area.

They say that we don't understand their proposals. We understand that the introduction of relief employees is not just a simple solution to the problem of contracting out, but a quagmire that many unions are trying to struggle their way out of. Relief employees, according to their proposal, would be 'hired on an as and when needed basis', would receive no benefits, have no right to lay-off and recall, no sick leave, maternity leave or compassionate leave, no seniority, and would 'not be permitted to apply for permanent placings which would conflict with their current temporary assignment'.

We understand that the extension of the hours which student assistants can work, although restricted to the first three weeks in September, is a foot we don't want to let in the door.

We know that we've fought for years to ensure that those people kept on past retirement age have all the rights of our agreement,

and that we still believe they should have those rights.

We know that seniority should begin to accumulate when you start working, not retroactively three months later.

We know that we don't want the University to dictate our steward and committee structures.

We know that it is impossible for us to determine whether or not a picket line is legal until a declaration is made by the Labour Relations Board.

We know that employees under discipline should not be denied the right to apply for other jobs — often a change of work place is the best solution to a problem that may not be the employee's fault.

We like the statutory holiday provision we now have, and we won an arbitration on the basis of it.

We don't want to change the sick leave provisions in order to institutionalize and justify the kind of harassment the University is already practicing: primarily, we don't want to facilitate their access to information about an individual's medical condition, nor do we want employees to have to submit to a medical examination by a doctor mutually agreed upon.

We know that we don't want people to have the right to the maternity pay-back benefit only after three years of service, and only if they return to a full-time job.

We know that we don't want the University to be able to hire new employees above the base rate of a classification. We don't want them to be able to unilaterally give a wage increase to a select group.

We don't want to increase the length of time for which a suspension can be given as a form of discipline.

We know that we don't want a further reduction of our leave of absence to one month (it was reduced to six months in 1982).

We don't want to increase the notice of resignation to one month.

We don't want to allow them to close down departments for two weeks for 'reason of financial exigency', and not give us our lay-off and recall rights.

We do understand all of their proposals.

IF THE UNIVERSITY WERE A FAIR EMPLOYER, THEY WOULD GIVE OUR TERMS OF SETTLEMENT THE CONSIDERATION THEY DESERVE. THEY WOULD NOT EXPECT US TO ACCEPT CONCESSIONS, ESPECIALLY WHEN THEY DID NOT EXPECT THEM FROM THE OTHER BARGAINING UNITS ON CAMPUS WHEN THEY AGREED TO SETTLE FOR ZERO. THIS IS A TIME FOR THEM TO REACH AN AMICABLE SETTLEMENT, ALONG THE LINES WHICH WE HAVE PROPOSED, NOT A TIME FOR THEM TO POUR SALT ON OUR WOUNDS. THEY SAY THEY ARE NOT ABLE TO GIVE US A WAGE INCREASE, THEY HAVE NOT PAID OUR ANNUAL INCREMENTS, THEY HAVE JUST RECEIVED A REDUCTION TO THEIR OPERATING FUNDS OF 5 PERCENT WHICH WILL PROBABLY LEAD TO A CONSIDERABLE NUMBER OF LAY OFFS (the capital budget, by the way, has been increased by 4.6 percent — we'd be better off if we were machines), OUR JOB SECURITY WAS REDUCED IN THE LAST CONTRACT, THEY ARE FIGHTING US TOOTH AND NAIL TO KEEP THOSE WHO HAVE UPGRADED THEIR SKILLS FROM BEING RECLASSIFIED (the Word Processing Operators), AND THIS IS THE TIME THEY FEEL IT IS APPROPRIATE TO GUT OUR CONTRACT!

It is our intention to present our proposal in person to the Board of Governors, and attempt to convince them that their negotiators should take a different approach. After that we intend to take our concerns to the public.

MEDFORD, Karen
NURSING

Returns - no longer working here
Resigned
31/3/85