

The Association of University and College Employees, Local 1, represents about 1200 library, secretarial and clerical workers at the University of British Columbia. Local 1 was certified at UBC in April of 1974 and has negotiated 3 collective agreements so far. 90% of our bargaining unit are women and this majority is reflected in our contract. We have campus patrol escorts to bus stops and taxi vouchers for late-night workers and an excellent maternity leave clause. We have fought unsuccessfully for paternity leave and hopefully next year we'll get it.

Over the last twelve months, the Grievance Committee has been confronted by a University management that has launched a concerted attempt to drain our local financially, physically and emotionally. They have continually chipped away at our rights, tried to intimidate us, and used every conceivable (and sometimes inconceivable) loophole in order to invalidate sections of the contracts they have signed with us.

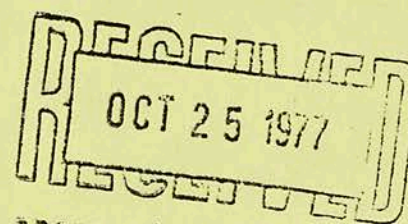
X A prime example of this strategy is an attempt to force us to pay salaries of witnesses we use in arbitration. Over the last three years, until a recent grievance (a stack attendant's recall/reclassification grievance) it was the University's policy to pay the wages of witnesses in arbitration, regardless of which side called the witness. During this recently completed arbitration we were informed that the University intended to change this policy and bill the Union for the witnesses we called. Anticipating this policy we had requested the arbitrator to subpoena witnesses, which he did. According to article 16.01 - Court Duty - "An employee who is called for jury duty or a subpoenaed witness shall continue to receive her/his regular pay". If the intention had been to restrict the article to criminal and civil courts this would have been reflected in the language. The University seems to be basing its position on the title of the article, a title which was not negotiated into the original. In fact, our position is strengthened because in all this time the University paid for all witnesses. The Labour Code, which creates a framework for resolving disputes between Labour and Management spells out the binding nature of arbitrations and the far-reaching powers of arbitrators. It also gives arbitration hearings stature consistent with those accorded a court of law.

At UBC, it seems, the University is using arbitration as a means to delay the settlement of disputes or to make settlements prohibitive financially. If this trend continues, greivances will become more difficult to deal with effectively because of the financial and work load stress put on the local. The University is also trying to force compromises on the Union and to make "deals" where the end result is that they would live up to the contract only if they want to. At UBC we are trying to find ways to respond to these University tactics.

We are pleased to announce that AUCE Local 1 has finally reached a new collective agreement with the University of B.C., 14 months after negotiations began and 12 months after the expiry date of the previous contract. The wage increase of \$91 per month spread over 18 months is certainly not as impressive as those of our first 2 contracts which averaged almost \$200 per month. We feel, however, that it is a very good contract; its major advantage being the new language in the job security clauses which straightened out the unworkable layoff clause we had before. It gives protection for people paid for by grants and adds new guards against unnecessary contracting out.

AUCE Local 1
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Why did a settlement take so long to achieve? Many factors contributed, certainly not the least of which was the AIB roll-back of wages we had won in our last contract, and the ensuing payback of \$454 per person for most of the bargaining unit. This was extremely demoralizing for our members, especially as the roll-back was decided upon in December (2 months after the expiry date of the contract) when we were deep in negotiations. A second factor causing negotiations to drag on was our members' apprehension and fear of a possible strike. A strike vote was finally conducted in August of this year, and immediately we were presented with an acceptable offer by the University. If we had had the confidence to hold a strike vote earlier, negotiations could have ended earlier. Hopefully, though, this will serve as a lesson to the membership that a strike vote can be a most powerful tool in bringing about a settlement. Thirdly, the expiry date of our contract (September 30) appeared to work against us. The timing of a possible strike is essential to its success, and the middle of term when no exams or registration are in process is definitely not the perfect time. Luckily for us, the expiry date of our contract is now March 31. Next time when negotiations drag on for months (as they seem to do) we will be in a position to threaten an effective strike around registration time. Finally, and perhaps as a lesson for the future, most crucial we did not reach out to trade our knowledge and experiences with the other workers at other institutions. We could have learned much from such exchanges. In the face of continued legislative attacks on the labour movement, it is our hope that this conference can serve as a beginning to such sharing for the good of all.



My original intention in writing this section of our local's report was to trace the history of our local since the signing of our first contract. To do justice to such a history would involve a report far beyond my time limits. Any brief sketch could only deal in generalities that would not prove to be of any use. I will therefore restrict myself to information which other locals will hopefully find useful.

Arbitrations

During the two years since the signing of our first collective agreement, dozens of grievances were submitted. Of these, eight have gone to arbitration. I will briefly outline three of the most significant.

10.04 am Our first arbitration case involved an involuntary change in hours of work. A number of workers in the library had been working a modified work day in which starting times occurred before 8:00 A.M. Upon the signing of our contract, they were told that they must commence work at 8:00. We won this case on the strength of our contract wording: "The change of shift must be with the consent of the employee."

Management was upset by our victory and appealed to the L.R.B. under Section 108 of the Labour Code. This was the first time that the Board had received an appeal under this section. Section 108 essentially empowers the Board to decide if the parties have received a fair hearing. The Board ruled against the University's appeal. It is interesting to note that in our current negotiations, we have not been able to retain the contract wording on which this victory was based.

Our next arbitration case came out of our first. We argued that the two union members who fought our first arbitration case should not have had their wages deducted for the time spent at the hearings. We claimed that since union representatives are allowed time off with pay to represent employees during the grievance steps; and since arbitration is a definite part of the grievance procedure; time off with pay applies to attending arbitration hearings. The arbitrator did not agree. She decided that according to our contract, the grievance procedure and the arbitration procedure were separate. We lost this case, but I would like to point out that we won payment for arbitrators in our current negotiations. What you win can be lost and what you lose can later be won.

In one of our more recent cases we won the arbitration but the award is under appeal. On June 2, 1976, a member of our local applied for a leave of absence to attend school to become a qualified Dental Hygienist. On July 19 she received notice that her request was denied. She grieved this denial. On August 16 she started holidays which were to end on September 17. On September 7 she enrolled in her course. On September 8 picket lines were set up by the other unions on campus and remained up until October 25.

On October 25, the employee returned to work, having quit her course, and was told that she had voluntarily terminated her employment. Since she had not submitted her resignation and did not fail to report to work in a normal fashion, the arbitrator ruled that she had not voluntarily terminated her employment. She was awarded reinstatement with full back pay. There were, however, complications with regard to the proper handling of the situation by the grievor, her steward, her supervisor and the Personnel Department. The arbitrator indicated in his award that reinstatement with full back pay was not warranted but he felt restricted by our contract in making any other award. Because of this, the University appealed under Section 98 of the Labour Code, A decision by the Board has yet to be received.

Poly-Party Strike

There are two certified bargaining units at Simon Fraser University. One unit is represented by AUCE and the other by about a dozen Building Trade Unions and the Teamsters. The second group has become known as the "Poly-Party". I am assuming that this group will be attending this convention so I will not presume to tell you what they have been doing except that they were on strike against S.F.U. from September 8 until October 25, 1976. This strike had a very significant effect on Local 2 of AUCE.

As a truly independent local, we have a decision to make every time we are affected by a picket line. While many of us would individually not even think of crossing a picket line, a collective decision still had to be made. The membership voted strongly to respect the picket line but many people were still worried. There was strong criticism, at membership meetings, about the strategy and tactics of our fellow unionists. Members wondered aloud about why they should lose wages in a dispute that was not our own. While it was embarrassing to hear so many complaints, it made me proud to belong to a local that tolerates minority views. We continued to hold meetings during the strike to reaffirm our support and the votes were always strong. Thankfully, the minority which opposed support went along with the majority decision. None of our members worked during the strike.

Contract Negotiations

At the time I am writing this report, the vote had not been completed for our new agreement. For the purposes of this report, I am assuming that the vote will be for acceptance. If the contract is rejected, I will have other things to say.

Our first contract expired on November 22, 1976 and it was suspected that the length of the "Poly-Party" strike would make our members reluctant to take any militant action to win a new contract. Our suspicions were sadly confirmed. The membership was discouraged by the strike, fatalistic about the A.I.B. and generally showed a lack of interest in winning a new contract. Meetings were poorly attended and some areas had either sporadic or non-existent representation on the contract committee. Management was well aware of our problems and were able to take advantage of our weakened bargaining position.

If not for the extraordinary effort of a few individuals, we would have been unable to win the contract we did.

The A.I.B. will likely cost our agreement as 6% in the first year and 4% in the second. We lost the change of shift clause that was so important in our first arbitration case but we won time off with pay for representatives handling arbitrations. We were not able to get seniority for part-time temporary workers but we did get better procedures for layoffs, grievances and modified work week. It is far from the best contract but under the circumstances we could have done a lot worse. The membership is getting over the "Poly-Party" strike and the actions of management during our present negotiations have angered our members. Next time we will win.

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Bob M. J. L.

The local received its charter on February 19, 1974. At that time it had 14 members and faced an organizing drive of 550 employees at Simon Fraser University. In June it applied for the certification of a bargaining unit of "all clerical and library employees at Simon Fraser University", and the University Staff Association. Both AUCE and the Staff Association applications for certification were rejected by the Labour Board.

In September 1974, both the University Staff Association and the Association of University and College Employees again submitted applications for the bargaining unit at Simon Fraser University. On November 19, 1974 a vote was held and AUCE won overwhelmingly. On November 22, 1974, the Association of University and College Employees Local #2 was certified as the bargaining agent for Simon Fraser University employees. ^

The first collective agreement was signed June 9, 1975. Prior to that, however, the membership conducted both a one-day and eight-day strike. The major issue in the negotiations was the union's insistence on a large across-the-board settlement in order to bring the lowest level clerical workers to a par with the janitors employed by the University. The union lobbied the Minister of Education, the University's Board of Governors, faculty, students and other unionized workers on campus, for support. A satisfactory contract was achieved through mediation. Under this contract the base pay rate was raised from \$500/month to \$850/month. This brought our entry level wages for 1975/76 to the same rate entry janitorial staff were receiving as of April 1974. Not quite equal pay for work of equal value but still a big step.

In summary, I see the major problems of AUCE Local #2 as the following:

First of all when our original attempts to organize were frustrated by the inherent suppositions of a previously unorganized group towards traditional labour groups and "a bunch of crazy radicals who think they can do it on their own".

Once we had won our certification we faced a hostile administration which would have preferred to deal with more predictable business agents or a pro-administration staff association. The University fought our policy of negotiating our contracts ourselves by refusing to let various members of the negotiating team have time off from work to attend negotiating sessions. We finally began negotiating evenings and weekends until, faced with the general pressures of negotiations and solid membership support, the University backed down. The thought of the workers themselves serving as union representatives was so disturbing that one of the major issues during negotiations was the number of stewards entitled to "official recognition".

Like all of us present, we are dealing with an employer who must budget from year to year on an operating grant which is subject to the whims of political expediency and public scrutiny. Loss of our services saves the University money rather than losing potential profit.

Our biggest problem has been, and still is our desire to effect equal pay for work of equal value. This has not only required extensive membership education but also many appeals to the public. The University administration wishes to keep our wages in line with "the market". It is our belief that "the market" of post-secondary educational institutions has been a traditionally underpaid one and we must demand and get wages which are comparable to our fellow workers who have won good wages and working conditions through many years of effort and solidarity.