LOCAL 2 REPORT

This report consists of sub-reports written by different people.

Contract Committee

AUCE Local 2 began contract negotiations for the second contract in September, 1976. Although the end date of the first contract was November 22, 1976, negotiations are still proceeding as of May 15, 1977. Most of the talks on nonmoney items involved cleaning up ambiguous wording in the first contract and trying to win seniority for part-time workers. Although the Contract Committee believes that much of the faulty wording has been corrected, the Union was not successful in winning accrual for temporary part-time workers or in having standardized hiring procedures set up for these workers.

The layoff procedure has been improved by the addition of pre-bumping interviews which should guarantee that bumped employees are placed in jobs which suit them. Criteria have been written into the contract which, if met, guarantee affected employees the right to be on the modified work week. The University was adamant that no contract would be signed which included the "no change of shift without the consent of the employee" clause, and in exchange for wording which allows shift times to be changed within an hour either way without the consent of the employee or for four-week periods to cover for absent employees the Union won pay for grievor, witness and Union representative at arbitrations, pay for two Contract Committee reps. at negotiations, and one paid Union meeting each year. A Modified Work Week committee has been set up to consider applications for Modified Work Week, and a Job Evaluation Committee will be formed. Job descriptions must be drawn up for all work except that done on a short-term non-recurring basis. Time off for medical and dental appointments will be allowed for all employees, full-time and part-time. Sick leave will be allowed for all continuing employees and for all temporary full-time employees who have worked 15 consecutive days.

The Union is asking for a 9% pay increase in Grades 2 - 10, and for Grades 1 and 0 and Grades 11 and 12 to be placed on a salary schedule with differentials between these grades and the Grades 2 - 10 which maintain the structure of the present pay scale. The University's money offer is for a three hundred and fifty dollar bonus to be paid to all continuing employees over a sixteen-month contract, with no increase to the present wage scales. The University is rejecting "equal pay for work of equal value" arguments as "irrelevant", and taking the position that we are overpaid and now have to wait for the other clerical workers to catch up to us.

To sum up, the climate of negotiations has not been overtly hostile, but it seems that as we enter the period of wage negotiations we must be prepared to stand our ground as the University retreats to its usual line that in times of lean budgets we should be willing to take what is essentially a salary cut. Of course, the AIB's wage controls and the provincial government's low priority on education strengthen their hand.

Grievance Committee

The major activity of the Local 2 Grievance Committee this year has been to resolve disputes before or at the final stage of the grievance procedure. This has required the active participation of the Grievance Committee members who are Division Stewards at each step of the grievance procedure. The Grievance Committee for the Union and the Labour Committee for the University meet as the Labour Management Committee in the final stage of the grievance procedure. The Labour Management Committee discusses both grievances and matters of mutual concern. Taking direction from the Union Executive, the Grievance Committee has brought forth several matters of concern in attempts to head off grievances. A highlight of the non-grievance issues discussed this year was a policy statement issued by the Library which violated the contract on several points. Part of this policy statement involved the introduction of two new lower pay grades in the Library as a result of Student Assistants being placed in Local 2's bargaining unit by the Labour Board. Several Student Assistants were terminated and then rehired at the lower rates of pay. We were able to have them placed retroactively back to their old rates of pay. Through further argument, we were instrumental in changing the University's method of hiring student help and other temporary staff. The University changed from having several hiring places on campus to hiring only through Personnel. This hopefully has reduced the chances for hiring discrimination against prospective temporary employees by local supervisors.

A second non-grievance issue which seems to have met with some success was the issuance of a policy statement with respect to the hiring of people on campus to be paid by agencies other than the University. The Grievance Committee reviewed all the applications for Department of Labour grants. Those positions that we felt were within the bargaining unit were not signed and have not been funded by the Department of Labour. The University, for the first time, approached the Union for its opinion on whether or not these positions fell within the bargaining unit. Hopefully, this policy will continue in the future and prevent many disputes.

In trying to resolve grievances, we have had little success at the later stages in the grievance procedure. We have been dealing with three terminations that all seem to be based on personality clashes rather than job failings. The University's Labour Committee seems to back up its supervisors' decisions rather than make a decision of its own based on the facts and merits of the cases we have handled so far. This results in each case being taken to the Labour Board. We are also involved in a lay-off grievance where no work reduction or service cuts have occurred. A leave of absence grievance recently taken to arbitration, where 1 1/2 years leave was requested and denied, has not yet been resolved. Our Compassionate Leave clause was recently tested when two days' leave was requested by a woman to care for her young son after he had an operation. The answer from the arbitrator for this case has not yet been heard. Left over from the Poly Party strike is a grievance concerning the benefits of the contract. The main areas of concern with this grievance are the cancellation of sick leave and rescheduling of vacation times.

The main areas of local 2's contract to be tested this year have been termination, lay-off, reduction in the work force, extended leave without pay, and benefits. The grievance procedure doesn't appear to be working well as a dispute-resolving procedure. It is, however, very useful for gathering information for arbitrations. The Labour Management Committee is proving useful in exchanging ideas which may head off grievances.

Student Assostants

In May of 1975 AUCE Local 2 submitted a Section 34 under the Labour Code on Student Assistants. In September 1975 Simon Fraser University submitted a Section 96 (1) under the Labour Code on Temporary Employee benefits. In June 1976 the Labour Relations Board combined these two problems and asked us to negotiate a solution. Following hearings in June and July, 1976, the Board issued a Contract Addendum for the parties to ratify. The Union refused to ratify because the Addendum did not address seniority, many temporary employee benefits were taken out of our present contract, and retroactivity was non-existent except to May 1976. In August the Labour Relations Board ordered the Union to sign the Addendum. In September 1976 the Union appealed this order. We met with our lawyer, Mr. Ian Donald, and through him made two submissions to the Labour Board pointing out why the Union could not comply with their order. The Addendum left Local 6 in some jeopardy because of sloppy wording. Student temporary workers were not in reality put into our bargaining unit and several temporary employee benefits were withdrawn.

On December 31, 1976 the Labour Polations Board issued an Order. This order stated:
1. That Research Assistants were not employees of the University and therefore not in our bargaining unit.

- 2. That Student Temporary Workers were in our bargaining unit.
- Set out temporary employee benefits. (The only benefits missing were reclassification, sick leave for part-time temporaries, and tuition reimbursement for part-time temporaries.)
- The new Addendum gave the University the right to establish new classifications and pay grades.

In January 1977 the University established two new pay grades - Grade 0 and Grade 1. Grade 0 is paid at \$3.00/hour and Grade 1 at \$4.44/hour. The Library then terminated all student temporary workers and rehired most at the Grade 0 pay rate. (They were being paid \$4.44/hour before the Board Order.) The Labour/Management Committee complained that this was discrimination and that verbal contracts were not being lived up to. The University rehired all those terminated at the rates which were being paid before the Board Order.

Currently there is a Step 4 grievance before the Labour/Management Committee concerning the classification of part-time temporaries at the Grade 0 rate. The Contract Committee is attempting to negotiate pay rates of \$5.36 for Grade 0 and \$5.64 for Grade 1. We are also attempting to get back the reclassification benefit lost in the Board's Order.

Report on the Poly Party Strike

The Poly Party had a one-day strike in May, 1976 which was termed an "embarrassment" strike for the University. It came off as a complete surprise from beginning to end. No more negotiations took place until the six-week strike in September/ October, 1976.

The Poly Party settled for 11.6% plus a shorter working day. The AIB decision rolled this settlement back to the 11.6% increase which the Poly Party could take as a percentage or shorter hours or a combination thereof. The Poly Party voted and the vote decided that they would take the percentage increase for the time being and send an appeal to the AIB to try and get their shorter hours also. The appeal has not yet been decided upon by the AIB.

Problems on AUCE's part were that it took a lot of talking to keep the membership together; internal communications were wanting and this was amplified by the slowdown in the post office which made a lot of our newsletters redundant by the time the members received them.

Our support created a lot of good will towards AUCE from the Poly Party members but they turned a lot of our members off by not going into mediation and letting the strike drag on as it did. We can expect the Poly Party's total support in the future though and they certainly appreciate our tactics much more in comparison with their long-term action.

Maternity Leave and the Unemployment Insurance Commission

UIC for the first time since the existance of our contract has declared that the money women receive after returning to work from maternity leave is earnings under the ACT (and therefore constitutes an overpayment) and must be collected by the Commission. A Committee composed of Local 2, 1 and the Provincial is working on this problem. On the one hand women who received this benefit must be protected from having it taken away and on the other hand we must negotiate a better contract clause. We are bringing this issue to the attention of both labour and women's groups. Women can not have equality in the work force if they must choose between working and having a baby.

Caterplan Services Division 33 - Simon Fraser University

The workers at CaterPlan Services Division 33, a business unit of the Canadian National Institute for the Blind, approached AUCE Local 2 in late November of 1976 with the request for union organization and certification. On the basis of discussion and research, AUCE Local 2 applied, on April 7 of 1977, for union certification for the three employees involved. All three employees had previously applied for membership. We have received notice that the application for certification was denied - the only reason given being an inappropriate bargaining unit. We are presently appealing the decision.