

# Association of University and College Employees

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

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## BULLETIN # 1

FROM THE CONTRACT COMMITTEE

### PRELIMINARY THOUGHTS TO THE NEXT ROUND OF NEGOTIATIONS

Contract negotiations for Employee Relations' Bob Grant and Jane Strudwick are a "game." The game is relatively simple as it involves one basic tactic: STALL. The tactic works. It wears on Union members and negotiators alike and results in minimal gains while draining resources and energy. In past years the tactic has been effective because of a pervasive but unsubstantiated myth that the only effective time that our Union can strike is registration week. The myth fosters the following progression in negotiations: (1) Our contract expires and negotiations belatedly begin; (2) Union proposals are stonewalled by the most obtuse arguments; (3) A mediator is appointed (meanwhile it is now some months after our contract has expired); (4) The mediator forces concessions from both parties, usually in the form of dropped proposals, to speed up negotiations; (5) August arrives and the annual strike vote is taken; (6) 72 hour strike notice is served; (7) Progress, of sorts, is made in the form of some kind of settlement. Five months after our contract expires, we sign a new one. Seven months after our contract expires, we get interest-less retroactive wages. In the interim, the articles that we manage to win have for all intents and purposes been rendered useless. We think it is fair to say that we have played the game to the University's rules in the past two sets of negotiations and not surprisingly have suffered.

The next set of negotiations should be played to our rules. Our simple game plan should be: NO CONTRACT, NO WORK. This means that the membership of this Union will have to make its mind up by the end of March whether it will accept the University's proposals or take job action to support the Union's. This is to say that we do not believe that registration week is the only time that we can take effective job action. There are many vulnerable areas on this campus involved in year-round operations that are vital to the functioning of this University that can be hit to apply economic pressure if need be. With ample discussion of our proposals it is also more opportune at the end of the academic year to enlist student support instead of alienating them by disrupting their education at the beginning of the year.

If we are to get a new contract upon the expiration of our present one, we must begin now to formulate our proposals so that we may commence negotiations no later than January. With this view in mind we would ask you to consider the following arguments concerning proposals that we would like to see on the negotiations table. Your feedback on these proposals and your suggestions for other changes would be most appreciated. A proposed schedule for the next set of negotiations is printed in the summary at the end of this bulletin.



## INCREMENT POLICY.

One of the principles that this Union has strived hard to establish is "equal pay for work of equal value." This principle means simply that two people having essentially the same qualifications and doing work of essentially equal complexity should be paid the same wages. The most glaring discrepancy in this regard is in terms of our wages. Because our work has historically been done mainly by women, our duties have been deemed less valuable than work of no more complexity done historically by males. On this campus there is well over \$200's per month difference between wages paid for work performed in our bargaining unit and positions of similar complexity done by CUPE personnel. In our negotiations we must continually work toward eliminating this difference.

There is, however, another article in our contract that goes against the equal pay for work of equal value principle. Our increment policy allows two people doing exactly the same work to receive different wages--as much as \$110's a month in difference. The rationale for this is that length of service should be rewarded. Accordingly a \$20 a month increase is given annually to people who stay on with the University. The rationale is inconsistent, however, as the reward ceases after an employee has stayed more than five years. From that point on, senior employees are, in effect, penalized for staying on with the University. The increment policy costs about 2% of our wages, an amount that is withheld annually from the pockets of people who have given more than five years service to the University.

How can this inherently unfair wage structure be corrected? Last year, for reasons that were never clearly propounded, the membership voted to increase the increment to \$30 a month. In addition, it was proposed that the increment policy be expanded so that at 5 year intervals an additional sum would be paid to employees. Again, the logic of the proposals escaped us. The membership seemed to be saying again that the first 5 years of employment with the University are more valuable than the succeeding years. Adding an amount every 5 years after that seemed a token gesture to salve the feelings of more senior employees. The total cost of these two proposals would have cut our overall wage increase in half. The Contract Committee had no alternative but to drop these two proposals.

To be logically consistent, our increment policy should either be extended to be applicable to every year of employment, i.e., \$20 per month additional annually to date of retirement; or be abolished altogether. The first alternative is impractical if not absurd. A Clerk I with 30 years seniority would be making (at our present wage rates) \$1577 a month--more than any Pay Grade VI employee. The cost of such a proposal would be astronomical and would never be acceptable to the University.

The second alternative is more sensible. We should eliminate the increment policy altogether and free the 2% cost of the policy so that our overall wage increase will be that much higher and shared equally by all bargaining unit members.

Eliminating the increment policy, however, is problematical. One method would be to raise the base step rates to Step 6. But, this would mean an increase for new employees of \$100 a month and no increase for employees of 5 or more years of service. Another method would be to create a median Step III½



and reduce some people while increasing others. Again, some would win and others lose although this proposal might mean that everyone would also get a wage increase. A third alternative is just to freeze everyone where they are and implement a no increment policy from this point on. This proposal has the advantage of ensuring that no one will gain or lose more than any other but would perpetuate an unequal wage structure until all present employees have either retired or deceased. The last alternative that we can think of is to phase out the increment wage structure over a 5 year period. Each year the base rate will be moved up one Step while no increments will be paid. The 2% cost of the policy will be immediately freed, the discrepancies in wage rates will be removed gradually over a 5 year period and no one will gain or lose more than any other person. A minor hitch with this proposal is that only one Step can be negotiated out of our contract at a time since our collective agreement is for a one year period. We see no problem here if this proposal is adopted as a matter of Union policy for subsequent Contract Committees to follow.

The elimination of the increment policy would ensure that the equal pay for work of equal value principle would be adhered to. No longer would senior employees see employees of less than 5 years service gain \$240 a year more than they do in wage settlements. Everyone would then be entitled to gain approximately \$200 a year more in salary over and above any additional wage increase that we normally would receive.

### Wages

The Contract Committee has been spending some time doing preliminary research on wages for next year's set of negotiations. The following are some interesting facts that have come to light thus far:

- we calculated our wage increase for the last 6 months of our contract (post A.I.B. period), based on the average bargaining unit wage of \$1,058.00, to be approximately 4.5%.
- the inflation rate for last year was 9.5% - therefore, we fell behind inflation by approximately 5%.
- the inflation rate for July, 1978 (the last available figure) was 9%.
- Capilano College, the only institution we have figures for at present, were on an approximate par with us as of our new agreement, have just negotiated a wage increase, according to our information, of 5% plus a 2% lump sum.

Therefore, if it is the intent of the membership that the Contract Committee, this year, negotiate a wage increase that would keep us abreast of inflation as well as insuring that we receive equal pay for work of equal value we would be looking at a justified (approximate) wage demand of 19% plus a 2% lump sum. Incredible as this may sound to you, our wage settlement for the 1975 contract was 19% as well. It would appear that we have run the full-circle on wages and, in fact, are no further ahead in this respect as were in 1975.

The Committee would very much like input with regards to wages and would very much like to entertain any proposals that you would like to offer.



## Disciplinary Action/Employee Files

In the last set of negotiations we came within a hair's breadth of getting the University to agree to our proposed change to Disciplinary Action/Employee Files. Had it not been the last non-monetary item on the table we would have succeeded.

The change we proposed was deletion, from Article 33.06, of the words "other than official evaluation reports". The effect of this would be to make official evaluation reports subject to the same removal procedure presently provided for all other documents of an adverse nature. Under the existing wording these reports may never be removed from our files.

The University argument for keeping them is that they are useful to management, as trend indicators, when assessing the suitability of job applicants.

During those final hours of mediation last August Erik de Bruijn gave us an illustration of how the Library uses these reports. An applicant could be deemed unsuitable for a vacancy in a public service division on the basis of unfavourable comments recorded at some point in her or his file of evaluations. Sims, the mediator, harangued the University for this attitude which assumes that human behaviour is invariable.

The Library is the only Dept. on campus where 'official evaluation reports' exist. We believe the reports were instituted by the Library in pre-Union days when its operation was independent of Employee Relations.

## Group Life, Disability, and Pension Plans

We are in the process of investigating superior Group Life, Disability and Pension Plans. We know, for example, from a glance at the brochure, that our present Disability Plan has serious shortcomings:

- women disabled as a result of complications associated with pregnancy are ineligible;
- before we can begin to collect benefits we have to be rendered 'totally disabled' for a 6 month period;
- 'total disability', under this plan, means that we must be incapable of doing any job for wage or profit.

The Group Life and Disability Plan premiums were increased on April 1 of this year - "because of the bad experience of the group", was the only explanation offered by the University. The Union is still waiting for the answers to a number of questions designed to glean statistical information which would enable us to assess the merits of plans we are compelled to join.

There is also some evidence that our Pension Plan is inadequate. A note to Financial Statements in the Pension Plan report for the year ended December 31, 1977 reads:

### ACTUARIAL LIABILITY

The statement of financial position shows the assets under control of the trustees of the plan and does not purport to show the adequacy of the fund to meet the obligations of the plan.

In other words, there is no assurance that when we reach pensionable age we will collect under this plan.



## HIRING POLICY

At present, the article governing hiring policy reads in part, "Applicants for posted vacancies shall be appointed on the basis of ability, qualifications and seniority." The University seems to have no set practice for interpreting the language of this article. Employees are promoted sometimes on the grounds of superior ability, sometimes on greater seniority. The ambiguity of the language in this article has led to two arbitrations in the past year alone at considerable expense to both the Union and the University.

We recognize that some of the membership as well as the University wish to give ability and qualifications some weight in the determination of who should fill a vacant position. We also recognize the merit of a seniority only type of clause which eliminates any possibility of subjective bias on the part of the employer. Both of the above-mentioned arbitrations resulted from management decisions to promote junior employees over more senior candidates. To reduce the likelihood of future arbitrations we would suggest the following language be added to the hiring policy article: "Where no candidate is clearly superior in overall ability and qualifications, seniority shall be the determining factor. Both parties agree that in all cases, job opportunity shall increase in proportion to length of service."

We feel that this language allows a candidate with indisputably superior skills and training for a given position to succeed in obtaining it over more senior applicants, but puts the onus on the University to consider seniority in all cases, not just when it suits them to.

## Taxi Vouchers

Last year, there was a proposed amendment to Article 13.08 Taxi Vouchers that was submitted too late for consideration as a contract proposal. It was pointed out that the clause discriminates against male employees in that it suggests that male employees do not find it difficult to attain transportation at night and leaves a taxi voucher up to the discretion of a department head. Whereas, in circumstances where women employees need access to a taxi voucher they are attainable at the individual's request. It is felt that this clause is in direct contravention of Article 9.02 Human Rights which states "that there will be no discrimination against an employee by reason of ... sex ...."

It has been suggested that wording such as: "Whereas employees may find difficulties in transportation at night, it is agreed that taxi vouchers will be provided, on the individual's request, to employees required to work after 11:00 p.m. or before 6:00 a.m." would relieve the discriminatory aspect of the clause.

## Article 10 - Union Meetings

A possible - and a valuable - proposal for the next set of negotiations would be to increase the number of union meetings from nine (9) to twelve (12). Under the present Article we are now permitted nine two-hour lunch meetings in each twelve month period of the Collective Agreement. An increase of three per twelve month period is not unreasonable - no new ground is being broken, the benefit having been won in our first set of negotiations and the number of meetings increasing from six to nine with the signing of our second contract.



The actual cost to the University would not be significant. And, we have demonstrated that there have been no undue disruptions of service to the University. The concept - and possibly the reality - of one meeting per month is vital for an informed membership. It is not from any desire to shirk our working responsibilities that we tentatively push forward this suggestion. It is a recognition that to ensure adequate and regular participation by our membership - the majority of whom are women with family and other responsibilities to attend to immediately after working hours - a two-hour lunch meeting each month is necessary. Furthermore, it represents one way of ensuring that the membership is instrumental in any policy decisions which may commit us to further action or inaction.

### Summary

What follows is a brief outline of the process by which this year's contract proposals (1979) will be formulated and of a tentative schedule for the upcoming negotiations. The Contract Committee will prepare a series of bulletins during the month of November presenting both research and suggested proposals. Thus the major impetus for the formulation of proposals will come from the members of the Contract Committee. But feedback for the membership in the form of proposals, suggestions, criticism, or whatever is both desired - in fact, necessary - and welcomed.

The Committee would like to see a Special Membership Meeting held in December to vote on and arrive at a final set of contract proposals. To date we have discussed approximately ten to twelve proposals of any substance - we do not foresee much beyond that number. With effort and a smattering of luck we hope to begin negotiations in January, 1979. With a limited number of proposals it will be easier to bring back positions arrived at during the course of negotiations to the membership. It is a goal of this Committee to involve the membership to a greater and more effective extent than was the case this year - but such a goal can only be realized through effort and diligence.