

The following statement was issued by an A.U.C.E. membership meeting of approximately 350 people on Thursday, December 12, 1974.

ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES  
LOCAL #1

PRESS RELEASE  
for immediate release

On October 1, 1974, the University of BC signed a first contract with the Association of University and College Employees, Local 1. A.U.C.E., an independent union, is the bargaining agent for UBC's 1300 library and clerical staff.

The contract provides for a base rate of \$633, attained in 3 across-the-board increases, longer vacations and improved benefits. However, AUCE now contends that the University is refusing to implement important sections of the contract.

"Most blatantly, the University is refusing to follow the Grievance Procedure and Arbitration provisions of the contract. Like most collective agreements, ours provides for the submission of unresolved grievances or disputes to an impartial third party for binding resolution. Arbitration can be invoked by either party.

"When we served notice on the University at a meeting on December 5, 1974, they refused to accept it, and in fact left all copies of it behind on the table. We then sent a copy registered mail, and received a reply that "the University does not consider that either of the matters which you mention are subject to arbitration." At that point we were forced to apply to the Labour Relations Board in order that they might oblige the University to honour the established Grievance Procedure.

"The University's arrogant refusal to abide by the Arbitration provisions of the Contract is a clear attempt to browbeat and intimidate our Union. It is the kind of Neanderthal tactics more commonly associated with union-busting days of yore than with the here-and-now of B.C.'s largest institution of higher learning.

"We know, and they know, that the reason the University does not want to go to Arbitration is because it will lose. They are therefore trying to bully us into backing down. But in fact, their willful and major violation of the Contract constitutes pure provocation. In many industries such confrontation tactics on the part of the employer would provoke a wildcat strike or a slow-down.

"This is not the first time that the University has refused to follow the Grievance Procedure. During the summer, they refused to honour an interim Grievance Procedure that had been established between the University and the Union prior to the signing of the Contract. After considerable delay, they were finally forced to honour it when the Union applied to the Labour Relations Board.

"This time we simply cannot afford the kind of delay that may be required due to an LRB inquiry. The grievances we want arbitrated involve major violations of the Contract on the part of the University, and directly concern hundreds of employees, both inside and outside our bargaining unit. The denial of the right of these employees to a speedy redress of their grievances is the denial of simple justice and totally immoral.

OVER

"On another matter, the University is violating not only the contract but also the Annual and General Holidays Act. It is taking away all vacation time employees have earned prior to the coming into effect of the contract. This amounts to the wholesale robbery of, on the average, one week's vacation time from each member of the bargaining unit. The total monetary loss to our members would be in the order of one to two hundred thousand dollars. We have lodged a formal complaint with the Labour Standards Branch.

"These willful and flagrant violations of a Union Contract by a public institution can only be described as scandalous. AUCE is circulating a petition addressed to the Board of Governors demanding that the Board intervene to ensure that the Personnel Department implement the contract fully and in good faith.

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The following explains some of the background to the accompanying press release:

SENIORITY STEPS

I This is one of the two grievances that the University refuses to take to Arbitration. According to the Contract (Wage Schedule) they now have to place you on the pay step that corresponds to your length of service in a particular classification. Even if you worked under a Department Head who withheld merit increases from you in the past, on April 1, 1974 you should have gone up to the step corresponding to your length of service. But according to the University, a person here ten years and denied all merit increases in the past would, on April 1, 1974, go from Step 1 to Step 2, not to Step 7!

STUDENT ASSISTANTS

II This is the other grievance that the University refuses to go to Arbitration on. The Contract states: "Student assistants, or any other persons, performing duties normally done by employees bound by this agreement shall be paid at said employees' regular rates of pay as outlined in this agreement." But the University is still paying the minimum wage to the hundreds of student assistants who work in the library (especially) and in the offices and perform our duties alongside of us during the busy time of the term.

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VACATION ENTITLEMENTS

PART II IN THE GREAT VACATION ROBBERY

Quite simply the University is taking away all vacation time you may have earned prior to the coming into effect of the contract. Its really just as simple as that.

How much vacation should you be getting? You should obviously be given 5/6 of a day per month (or whatever your entitlement was under the old system) for every month up til April 1, 1974. From April 1, 1974 on, you should get vacation according to the contract.

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AN EXAMPLE

You took your vacation in July 1973., and were back at work August 1/73. Under the old system you were entitled to two weeks a year. So you should have earned 5/6 of a day per month for the months of Aug. 1973 through March 1974, inclusive. That works out to 8 months X 5/6 day per month = 6 3/4 days. Then on April 1, 1974 you start getting vacation under the new system, in this case, you're entitled to 3 weeks. But remember the new system gives you 3 weeks per year. And since the contract is only in effect for 3/4 of 1974 (the period From April 1 to December 1) you get just 3/4 of 3 weeks, that is, 3/4 of 15 working days is 11 1/4 days.

O.K. now add the 6 3/4 days vacation entitlement from before April 1/74 to the 11 1/4 days vacation entitlement from after April 1/74. You should be entitled to 18 days.

Everyone should work out their vacation entitlement according to the above formula.....and then compare it to what they are actually getting. In some areas you may have trouble finding the latter out , as alot of Department Heads are (understandably) confused on the subject. Also, you may get conflicting stories from Personnel, depending on who you talk to. It seems that in general Personnel has been giving a full 1974 vacation entitlement (calculated as if the contract were retroactive to January 1, 1974). BUT THEY ARE DEPRIVING PEOPLE OF ALL VACATION TIME EARNED IN 1973. This latter was confirmed by Wes Clark in a meeting with the Grievance Committee.

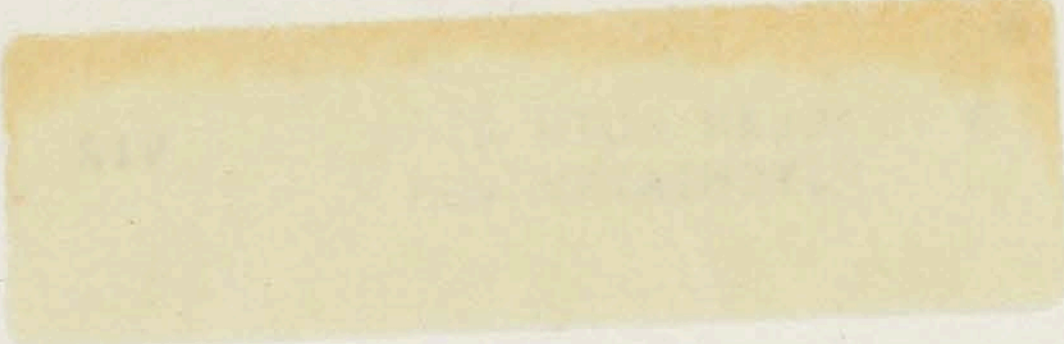
By the way, it makes no difference how much vacation time you took last year. Even if you already took your 1973 vacation time, they're depriving you of it retroactively!

If you can get your case in writing, please contact the Union office, as we can use it as evidence in our grievance.

The Labour Standards Branch now has an investigating officer looking into the whole question of our 1973 vacation. We are anxiously awaiting his report and will publish the report in the newsletter as soon as it is available.

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UNION OFFICE  
224-5613





Ruth Allan

MINUTES OF THE MEMBERSHIP MEETING  
Thursday, December 12, 1974

A meeting of the membership of AUCE Local #1 was held on Thursday, December 12, 1974 at 12:00 noon in IRC Lecture Hall 2. Emerald Murphy was in the chair.

Announcements

Emerald made the following announcements.

- a) Members only may attend. At the request of the meeting non-members may be allowed to attend as observers.
- b) No smoking during the meeting.
- c) All motions must be in writing and handed to the Secretary with names of movers and seconders (this includes amendments whether defeated or carried).
- d) The meeting will adjourn promptly at 1:45.

Agenda

Heather McNeil) That Item #19 "Strike Committee report be moved ahead  
Geoff Parker ) of Item #14 "Communications Committee Report"  
Carried

Minutes

Ian McKenzie ) That the minutes be adopted as circulated in the  
Pat Gibson ) last newsletter.  
Carried

Business Arising from the Minutes

There was no business arising from the minutes.

Executive Recommendations Concerning Nominations

Vicky Maynert ) Verbal nominations from the floor will be accepted.  
Rgina Barzynska ) All nominations must be received in the Union Office in  
writing stating that the nominee will run for the position  
and signed by a supporter of the candidate nominated.  
Carried

Open Nominations for Secretary and Trustee

Nominations for the position of Recording Secretary and Trustee were opened. The following people were nominated.

Secretary - Ruth Allan  
Trustee - Betty Guilfoyle

Constitutional Amendment

Ian McKenzie ) Section G, Sub-section 3 of the Local Association By-laws  
Suzanne Lester ) (Duties of the Secretary) be amended as follows:  
The following sentence be deleted:  
'She/he shall be responsible for the official correspondence of the Local Association membership and of the Local Association Executive.'  
The following sentence to replace the above:  
'She/he shall be responsible for the official correspondence of the Local Association membership and of the Local Association Executive, as directed by those bodies. The Chairpersons of the Contract, Grievance and other standing Committees shall be responsible for the correspondence of those committees.'

Sandra Lundy )  
Rayleen Nash ) Moved to table the above motion until all members have  
an up to date copy of the by-laws and constitution.  
Defeated

Amendment

Betty Vinson )  
Rayleen Nash ) That chairpersons of committees be required to file  
copies of correspondence with the union office within  
two days of writing.

Carried

The original motion as amended was carried.

Sandra Lundy ) That the Corresponding Secretary of the Local Association  
be responsible for the final composition, wording and preparation  
of all official correspondence on behalf of the Union and  
will sign all such correspondence, notwithstanding the fore-  
going the Union Organizer may in conjunction with the Treasurer  
send letters or place orders in the name of the Local  
Association for goods required for the legitimate business  
of the Union.

Withdrawn

Finances

Ray Galbraith )  
Vicky Meynert ) That a cheque be forwarded in the amount of \$835.00 to the  
Provincial Association of AUCE to cover the per capita tax  
owing to date.

Carried

Ray Galbraith )  
Jackie Ainsworth ) That the sum of \$750.00 be allocated to cover office  
equipment, expenses, and stationery.

Carried

Ray Galbraith )  
Ian McKenzie ) That the statement of Income and Expenses for the period  
November 14, 1974 to December 12, 1974 be adopted.

Carried

A copy of that statement is attached to these minutes.  
(Appendix I)

Ray Galbraith )  
Carol Claus ) That the motion "Moved that a gestetner be bought for  
the Union Office" be tabled to next meeting.

Carried

Executive Recommendation Concerning Credit Union

Dick Martin )  
Vicky Meynert ) That the membership authorize the Executive to lend support  
in establishing a Credit Union at the University of British  
Columbia and that AUCE, Local #1 agree to deposit funds  
with the Credit Union if and when it begins operation.

Amendment

Rayleen Nash )  
Joy Korman ) That AUCE Local I approve in principle only the deposit  
of union funds in the proposed credit union subject  
to final decision when firm data on organization,  
management, financial returns and other relevant matters  
are available.

Carried

Original motion as amended was carried.

Grievance Committee Report

Sharron King reported that current holiday disputes are being investigated, the University refused to accept our notice to go to arbitration re seniority steps and that the University has agreed to have answers to all reclassification request by December 31, 1974.

Sharron King )  
Heather McNeil ) That the Grievance Committee be authorized to take the Student Assistance dispute to arbitration.  
Carried

Sharron King )  
Janey Ginther ) That the AUCE membership interpret Article 31, 3A of the collective agreement to mean that any request for reclassification can be made twice in a 12 month period.  
Carried

Ian McKenzie )  
Nancy Wiggs ) That we make the following press release (copy attached to the minutes, Appendix II)

Amendment

Gallia Chud )  
Geoff Parker ) That the sentence "It is the kind of Neanderthal tactics more commonly associated with union-busting days of yore than with the here-and-now of B.C.'s largest institution of higher learning" be deleted.  
Defeated

The original motion was carried.

Ian McKenzie )  
Nancy Wiggs ) That a petition (copy attached to the minutes, Appendix III) be distributed to collect signatures and returned in one week to be presented to the Board of Governors.

Amendment

Rayleen Nash )  
Betty Vinson ) That the word "demand" be replaced by the words "strongly urge".  
Defeated.

The original motion was carried.

Motion

Pat Gibson )  
Fairley Funston ) That the membership authorize the Grievance Committee to sign a memorandum of interpretation with the University Labour Committee, Article #28 Hours of Work; Article #29 Overtime; Article 26 Statutory Holidays - in reference to people on the flexible work week who have to make up time, 3/4 hour if on the 9-day 2-week, or 1 3/4 hours if on the 4-day week, for each Statutory or University holiday releasing the University from having to pay overtime rates for these specific hours made-up.  
Defeated.

### Provincial Report

Heather McNeil reported that AUCE is now the fastest growing union in B.C. Malaspina College has now been chartered, Capilano College has applied for certification, and SFU has now been certified and is starting contract negotiations. The provincial convention is scheduled for April 1975.

### Contract Committee Report

Jackie Ainsworth reported that the contract would be back from the printers on December 16 and copies would be mailed out to all members within two weeks.

Suzanne Lester explained what the sick leave forms are and how they were to work.

### Strike Committee Report

Heather McNeil said that due to the length of the report and the lateness of the hour that the Strike Committee would report at the next 2-hour lunchtime meeting.

The meeting was adjourned at 1:45 p.m.



A.U.C.E. LOCAL ONE

Statement of income and expense

Period from November 14, 1974 to December 12, 1974

Income

Application fees and donations	\$ 60.00
Dues	3793.00
Other	<u>30.00</u>
	3883.00

Expenses

Cash short	-----
Postage	33.73
Printing & Stationery	427.43
Telephone	28.95
Conferences & Meetings	30.00
Rent & Utilities	250.00
Per capita tax	368.00
Office expenses	
Office equipment	416.82
Library	-----
Salary & related expenditures	721.22
Petty cash	<u>25.00</u>
	2301.15
Excess of revenue over expense	1581.85
Cash on hand November 13, 1974	<u>3945.20</u>
Cash on hand December 12, 1974	<u><u>\$5527.05</u></u>

Motion: That a cheque be forwarded in the amount of \$835.00 to the Provincial Association of AUCE to cover the per capita tax owing to date.

Motion: That the sum of \$750.00 be allocated to cover office equipment, expenses and stationery.

Motion: That the financial report be adopted by the membership.