

**AUCE Local One
(UBC)
NEWSLETTER**

**Association of
University &
College
Employees**

ACROSS CAMPUS

2162 Western Parkway - 224-5613

SEPTEMBER 23, 1975

NEGOTIATIONS !! ?!

Our first contract expires September 30th - a week away. Our contract committee has begun negotiating with the University Administration. They are presenting the contract proposals approved and passed by the membership in the last 2 months. All AUCE members should have received a copy of the proposals by campus mail.

Contract negotiations are the most important part of being in a union. As members, with good, up-to-date information we can decide to respond and take action which will affect what gets thrown across the bargaining table - not just sit back and wait for the outcome. In other words, the contract committee can only put across the policy we determine, and will present it according to our strategy decisions. (They need us!)

So, contract and communications committees are working jointly to issue newsletters as often as necessary throughout negotiations, instead of the usual monthly editions. Starting now, distribution will be done by hand to union divisions in lieu of campus mail to ensure speedy delivery and hopefully to increase personal contact and communications among members in these times when solidarity may need to be called upon hastily.

If problems arise or members find they've been left out, contact one of the following people, corresponding to your division:

A - Jean - 2871

B - Karen - 2761 or Heather - 2773

C & D - Nancy - 5214

E, F & G - Peggy - 3276

(Sedgewick Lib. - Jack, 3894)

H - Louise - 2720

I - Jack - 3894

TUESDAY, SEPTEMBER 30TH

BE AVAILABLE - 12 to 1 pm and 1 to 2 pm
BECAUSE THERE WILL BE A...

VERY SPECIAL MEMBERSHIP MEETING
REPORT FROM CONTRACT NEGOTIATIONS
AND DISCUSSION

ENCOURAGE THOSE YOU
DETAILS VIA NEXT BULLETIN: WORK WITH TO ATTEND!

WHAT'S HAPPENED SO FAR

This report covers negotiations to Monday, September 22, six working days before the contract expiry date of September 30. The Contract Committee and the University have met 15 times (compare with 32 sessions in total last year).

In the first sessions, the Contract Committee responded to the University's proposed contract, stating our objections and asking for clarification. Our proposed contract was then presented to the University. The remaining sessions to last Friday were spent with the University raising their objections. Friday the negotiators had been over our contract two full times.

The session today, Monday, Sept. 22, was spent going over both the University and our contracts simultaneously and seeing if there was anything that could be agreed to.

The following clauses have been agreed to. If there are no changes from last year's contract, they are listed according to article and section number. If there are changes, it is written out and the changes underlined.

ARTICLE 2 - Recognition

ARTICLE 4 - Probation
1. Duration
3. Rights

ARTICLE 7 - Union Activity
3. Short Term Leave of
Absence

ARTICLE 8 - Stewards
4. Notification

ARTICLE 18 - Bulletin Boards
The University agrees on request of the Union to provide bulletin boards in a permanent and prominent location acceptable to the Union. (rest as in previous contract)

Letter of Agreement - Campus Mail

WHAT IT ALL MEANS

I am going to comment on the attitude of the University in negotiations to date. I think the personal accounts from members of the Contract Committee that follow this article will provide fuller illustration to the conclusions

I have drawn. From my experience last year, it seems things have not changed. It's disheartening to think of this kind of circus being repeated year after year in this process the Labour Relations Board in the Labour Code of B.C. has misnamed "bargaining in good faith".

It is important to note that in this year's negotiations the University does not recognize last year's contract. This means going back to square one, rearguing clauses and not being able to rely on our experience in working with the contract in the past year, especially in regards to questions decided by arbitration. No decisions from last year are binding in this year's contract, seems to be one of the main premises of the University's bargaining position.

Another thing I have noted in going over our minutes of negotiations is that the University seems very displeased with the way our contract worked in practice last year, and they appear to say in several instances that they will not allow this to happen again. Their attitude often seems one of punishing misbehaving children. (I cannot quote directly because of the nature of the minutes, but will use the minutes as written to illustrate my points.)

The University has said:

We have been bitten by ambiguous statements in contracts before and are not prepared to agree to any now.

and in a discussion on union representation on building design committees:

Last year an agreement was reached and the intent of each article carefully discussed and understood by both parties involved. However, in its operation, your executive and president refused to discuss with the university any terms of the contract. The grievance committee determined the interpretation of the various articles. This is why we are wary of any loose wording.

The University is raising two main objections to almost all of our demands:

WHAT IT ALL MEANS (cont'd)

1. It costs too much money.
2. It infringes on management rights.

Management rights is definitely their stronger objection and has come up in almost every article discussed. This is the Catch 22 in all trade union agreements, as it is a standard and, as of yet, unchallenged clause. This gives management the exclusive right to "manage", "direct", "control" the workers at its place of business. Our purpose in bargaining with the University is to obtain recognition and rights that were previously not granted by management. We sit on opposite sides of the table, at cross purposes. We want more rights and recognition. The University wants to maintain its power to grant these rights. We could have waited until the University saw fit to recognize us as worthwhile human beings, but since we were a long time waiting, we chose to stand up on our own and demand that the University work with us to establish a fair working relationship between them and ourselves (Article 1, General Purpose).

This contract again finds us fighting tooth and nail against an administration who does not want us to have either individual power, as in having a say in what goes on in our offices, or collective power, as that which we build when we stand as a Union and ask for the right of representation in decisions affecting our working conditions and our lives.

One place management rights doesn't come in is under Article 5, Union Security, in the discussion of how employees should be included in the union. We decided that a Union Shop (everyone pays, everyone joins) would allow for full, democratic participation. The University would like to see us have the Rand formula (an employee must pay dues, but does not have to belong to the Union) with a slight variation - you must join the Union, but after a year you can opt out if you so choose. Their rationale for this, considerate souls that they are, is that they would like us to have

"a greater freedom of choice"! They are only concerned about this when it comes to how we decide to organize ourselves to raise our demands; in any other situation they're going on about us interfering in their sacred right to manage! Not a word comes from them about our freedom to join the pension plan, or to decide what we need as a decent living wage, or to determine how we work. As someone on the Contract Committee put it, it seems odd that all of sudden the University is concerned about its employees having decision-making powers.

LET'S HEAR HOW THE CONTRACT COMMITTEE PEOPLE FEEL ABOUT THIS YEAR'S NEGOTIATIONS.

*Frances Donaldson
Division D*

NEGOTIATIONS = FRUSTRATION (or so it seems)

When I was asked whether or not I would stand for election for Division D contract representative, I said I would consider it and check out the implications for work, life, etc. and reply in a day or so. As is obvious, I accepted. I was told at the time that frustration, energy-drain, etc. would be my lot and I believed the person, but experience has certainly proved the advice to be more than true. The first all-day meeting left all of us feeling as though we had been pulled through knot-holes backwards.

The major feeling I have about negotiations as they have gone thus far, is that the University does not consider us as people, but as workers (read: busy little bees constantly under direction). The University doesn't seem to think we are responsible people. They don't seem to realize that we are capable of making decisions that directly effect our work areas and working conditions.

I get angry at the University's lack of simple human respect for the people who work here.

Here's an example. We have a proposal under the Discharge article that lays the burden of proof of just cause on the

Frances Donaldson (cont'd)

University. The University has objected most strenuously to this proposal during presentation; we have yet to see what they will say in a negotiating situation. Does it seem logical to you that an employer should feel this way? Why on earth is this a problem? Do they want to be able to fire people without just cause? What kind of management is that?

Dick Martin
Division H

Since the beginning of negotiations we have still agreed to little that appears to resemble a union contract. The wording of this contract is determined by negotiations, but whether the conditions of the contract are satisfactory depend on the union as a whole. The arguments that occur across the bargaining table are not hard to understand, especially for those who are there to hear the continual repetitious statements made by the University negotiators. These discussions and arguments carry no more weight than the ink it takes to write them down. The clout that it takes to change things comes from reality of action, words at a negotiating table don't change a real situation.

Any arrangement based on a contract is based on mistrust and that is the way every supporter of worker's organizations must realize their role in negotiations. A basic antagonism exists in our present society between the people as involved in the workplace and those who direct the various institutions of society. This is demonstrated by our present contract negotiations with U.B.C. Where disagreement is strongest, the arguments are based on two contradictory philosophies that exclude each other, making compromise more than meeting half way. For example, union activity on the actions of stewards is opposed to management rights, the direction of the work force, job security and definition of employment is opposed to University budgeting, and so on. It is up to every member to determine how much they are going to trust the University administration to come to a fair settlement.

Robert Gayton
Division A

Writing my personal feelings about the negotiations thus far is a little difficult for me. I don't really want to write about either team. They aren't the issue here. But one particular point that the management team has been putting across which deeply bothers me is that the clerical staff is not capable of functioning within the positions they hold without the direct and constant intervention of Supervisors and Department Heads!

Please do not take this lightly, because this one attitude stands like a wall before all employee rights and its the University position in negotiations that there are no employee rights ... only employee duties.

If you are able to function without constant supervision; if you know what your duties are and how to do them; if you are able to get through a day's, a week's, a month's work (or longer) without ever having to speak to your supervisor or department head concerning how to do that work, then you can probably imagine our disbelief to be told by the management's team that the staff cannot be allowed to decide when they will take their lunch break (the argument being that the individual employee does not know what her/his work priorities are within the department). That's just one example.

What is the issue here, and what I must ask each of you to consider in light of your own work situation is: can many of the decisions which relate directly to your work and how it's done be left in your hands without jeopardizing your entire office or library division?

In effect, this is what we are asking from the University, and their reaction is rather depressing as an example of what they know of our actual daily duties - who, in fact, do the work in those office and divisions!

DID YOU HEAR THE ONE ABOUT CHUCKIE CONNAGHAN, FORMER PRESIDENT OF THE CONSTRUCTION LABOUR RELATIONS ASSOCIATION AND MEMBER OF THE UBC BOARD OF GOVERNORS, BEING HIRED TO THE TUNE OF \$55,000 TO BRING AUCE MEMBERS INTO LINE?

HERE'S TO UPPITY WOMEN!

NEGOTIATOR FOR A DAY - Thursday, September 18, 1975

A year's absence, but after one session all the feelings of accomplishment, all the tension, all the frustration returns.

Negotiating in many respects lacks a sense of reality: it's easy to forget that you are negotiating for someone, on behalf of others: it can for periods of time become an end in itself.

The University negotiators, Clark, Bell, Kennedy and Burian possess their own peculiar style.

Most of their arguments are weak, their discipline is shabby - they frequently and openly contradict one another and hold spontaneous, informal caucuses in front of our Contract Committee.

They still display a fundamental lack of knowledge and concern of what it is like to be support staff.

Their position is "a-historical" - they forget that there were and are valid reasons for forming our own union and struggling to negotiate our first contract.

They appear to have taken their Management 100 courses, and feel confident they can handle those uppity women who dared to stir up the University climate last year; they push management rights at every possible opportunity - we made too many inroads last year they intimate.

Negotiations, they tell us, take time; there is a procedure to follow, a timetable - first, both sides present their respective contracts, then both argue their initial positions; the stage is repeated; when this has happened "real negotiations" begin, with everything we won last year re-negotiated.

Our Contract Committee is disciplined and articulate; they argue our proposals well, while exposing the glaring inconsistencies and intentions of the University's proposals.

The University's negotiators are plodders; they are at the bargaining table to take away, not to create - a holding action against the support staff hordes of AUCE; they will be back next year and the year after with their inane arguments and their persistent inconsistencies.

They appear to resent the benefits we have won to date; Clark constantly hints that we are out to cheat the University, that there is more to our proposals than that which meets the eye; we are devious and our motives are sordid.

Throughout Thursday's session, Clark wove a continuous theme - the grievance procedure is cumbersome and not really effective in dealing with problems before they reach the level of confrontation; what he suggested was the formation of a joint labor-management committee.

Clark said "we should have some means of contact, so they (the problems) don't reach the level of confrontation", and "we, meaning the University, can't get together with the Executive because of the Grievance Committee"; but, he continued, the University does not want to bypass the grievance procedure.

For me, this was the significant impression of the day - the University negotiators view our having organized ourselves as a freak incident, something quite unnecessary which they are now willing to overlook.

Clark is now pushing for some chummy arrangement to bypass the Grievance procedure; and, hence, AUCE Local 1's membership, although he chooses not to put it into such terms.

The use of the grievance procedure to interpret and enforce our contract with the University is essential; the University knows it and so do we; they want to circumvent it wherever possible because over the last year they have consistently lost grievances.

I can only guess at what tactics the University is employing - they may be out to break AUCE as an innovative, active union or to weaken us to the point where they are dealing with a few complacent individuals, content with having their egos stroked by an "enlightened" University administration, they could be waiting for the wage-price control issue now being discussed at the Federal level to be resolved (a little stalling could be profitable); possibly the University negotiators are not really on top of things and need prodding from an active AUCE membership to get things moving.

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These are the same people who gave us the \$38.00 wage offer last year; this year they are a little slicker - they gave us a better wage offer, hoping to buy the "girls" off, while they try to severely weaken the strength of our first contract.

The session I attended was the fourteenth this year; last year we had a total of 32 and signed a contract.

We pointed this out to Clark and his cohorts, telling them that our membership would like to see a more rapid procedure, with results; we told him that September 30th, the expiry date of the contract was approaching and that the membership would be disappointed that little progress had been made.

Clark became animated and said that the September 30th date was not sacrosanct; we told him that we were not making any implications, but that obviously the expiry date of a contract raises certain expectations in people's minds.

- Ray Galbraith
AUCE Contract Committee member - 1974

FROM TIME TO TIME, ALL OF US MUST GET THE FEELING THAT WE'RE NOT GETTING THE SORT OF CONSIDERATION WE DESERVE.

I WISH EVERYONE COULD SIT IN ON JUST ONE SESSION WITH THE UNIVERSITY. IT WOULD MAKE YOUR BLOOD BOIL. IT'S ONE SPIT IN THE EYE AFTER THE OTHER... HERE'S AN EXAMPLE -

We have a proposal which reads: "In discussions between the University and an employee regarding work-related problems, the employee shall have the right to be accompanied by a steward".

The University insists that stewards have no business being in on any discussions except regarding grievances. We felt that our proposal gives everyone concerned in a particular problem, a vehicle for communication.

The University also said that they wouldn't accept any revision to their proposal ... which is...

"When the University wishes to discuss dissatisfaction with the work of an employee, the employee, upon request, may be accompanied by a steward".

DON'T ANY OTHER PROBLEMS EXIST BESIDES OUR INCOMPETENCE, OUR IRRESPONSIBILITY, OUR ATTITUDES, OUR SHORTCOMINGS...???

In our proposal we are giving the university the opportunity to build up better communications between employees and supervisors, between the union and management... Better communication could rectify problems before they become grievances.

The University said that if any other problems do exist, they can be rectified through the grievance procedure.

DOESN'T THE UNIVERSITY WANT TO HELP US PREVENT GRIEVANCES?

- Dale McAslan
Chairperson, Contract Committee

Our membership, at an August meeting, supported and passed a wage demand consisting of two parts: a revised grading system plus an across-the-board increase of \$175. or 18% (whichever is greater) effective October 1, 1975.

The present, complex and irrational system of 33 pay grades has little rhyme or reason. Various jobs, in fact, require similar skills, training and experience and should really be grouped together on the same grade level. The membership has proposed to replace it by seven pay grades, each separated from the next by \$80. per month. In each pay grade, one obtains a \$20. per month increase each year, up to five years.

The increase of \$175 or 18% ensures that (i) our members at least keep up with rising living costs and (ii) bring us up to near parity with technical workers on campus. To illustrate the now-existing discrepancies, see the following:

Clerk 1 Starting rate \$633: Minimum qualifications required: high school education plus business training; some knowledge of office procedures. On jobs where typing is required, a minimum of 40 wpm.

Assistant Technician 1 Starting Rate \$932 (as of October, 1975)

Minimum qualifications: good physical fitness, elementary education; no experience is generally required. Knowledge of work to be performed is usually obtained by on-the-job training.

The University has proposed a first wage offer: 14% or \$100 (whichever is greater) effective October 1, 1975 plus 5% on April 1, 1976.

They appear to have given us little thought. Even the very basic fact of inflation has been conveniently overlooked. Their offer cannot be taken seriously particularly when you consider that the percentages are split up over a span of months. To illustrate this, the following example is offered (over the term of our next 1 year contract):

univ. proposal - 14% or \$100 on October 1/75

Base rate, Grade 3, \$633 + \$100 = \$733 effective October 1 to March 31/76 (total of 6 months)

(And if you include deductions, totalling approximately \$146.80 (Inc. Tax, CPP, UIC), in fact you are only receiving a take-home pay cheque of $(\$733 - \$146.80) = \$586.20$. This is only \$67.55 higher than the present take home pay of \$518.65 for Grade 3.)

5% on April 1/76

$\$733 + 37 (5\%) = \770 effective April 1 to Sept. 30/76 (total of 6 mth)

Estimating a \$100 increase for 6 months plus an additional \$37 increase for 6 months, the figures show that the university is actually only proposing an average monthly gross increase of approximately \$119 and that is before deductions.

This proposed increase neither compensates us for inflation nor pays any attention to the validity of a revised grading system. And the issue of parity with technical workers on campus seems to have escaped the thought processes of the University. The university's priorities are indeed strange: they pay the vice-president \$54,800 a year yet still cannot recognize the value of the people who keep this university running.