

Assoc. of University & College Employees

SEPTEMBER 19 1974

The IMPORTANT THING TO REMEMBER is that none of our present executive had any union experience BEFORE they took on the positions and did such a FINE JOB. Don't be nervous! There are 900 Members to help you!

AGENDA FOR A SPECIAL MEMBERSHIP MEETING
TO BE HELD THURSDAY, SEPTEMBER 19, 1974
IN ROOM 106 BUCHANAN BUILDING

1. AMENDMENTS TO THE BY-LAWS
Nominations for committee to study changes in By-laws Amendments (see Notice of Motion below)
2. NOMINATIONS FOR TABLE OFFICERS & REPRESENTATIVES TO PROVINCIAL EXECUTIVE (see below)
3. PROVINCIAL CONVENTION:
 - a) Nominations & elections of 2 delegates to the provincial convention (Bonnie Solem, Vickie Meynert, Jack Gegenberg, and Judy Wright have already been nominated)
 - b) Recommendation from the Executive that we elect up to 10 alternates. Nomination and election of alternates.
 - c) Election of one delegate to be the representative from Local #1 on the Provincial Constitution and Resolutions Committee.
 - d) Nomination and election of interim representative to provincial executive. (Jillian McGuinness has resigned.) Bonnie Solem has been nominated.
4. GRIEVANCE COMMITTEE REPORT
5. EXECUTIVE REPORT (on dealings with Labor Relations Board, etc.)
6. OTHER BUSINESS

NOTICE OF AMENDMENTS TO BY-LAWS

The following amendments to the By-laws are recommended by the Executive. The Executive also recommends that we postpone further amendments to the October meeting.

"That the constitution be amended to add the position of membership secretary to the executive." (Responsible for maintenance of membership records.)

"That the constitution be amended to make full-time union organizer a member of the Executive and ex officio member of the Grievance Committee."

A.U.C.E. PARTY

COME ONE, COME ALL! EVERYONE
(INCLUDING NON-MEMBERS, FRIENDS,
RELATIVES) TO A.U.C.E.'S FIRST
CONTRACT PARTY AND DANCE.....

***** COMMODORE BALLROOM *****

SATURDAY OCTOBER 5TH 8 P.M.
\$3.00 PER PERSON

TICKETS AVAILABLE FROM YOUR
SHOP STEWARD OR AT THE AUCE
OFFICE, 224-5613

The Telephone List Below is for
your information ...

DIVISION STEWARDS

- | | |
|-----------------------------------|------------|
| 1. Heather McNeill | local 2055 |
| 2. Bernie Chisholm
(temporary) | local 6508 |
| 3. no steward | |
| 4. Sharron King | local 2839 |
| 5. Wendy Courtrice | local 5807 |
| 6. Alice Johnson | local 5217 |
| 7. Mary Vorvis | local 2151 |
| 8. Ian MacKenzie | local 2406 |
| 9. Glenis Williams | local 2884 |
| 10. Ann Hutchison | local 2274 |
| 11. Ruth Allen
c/o Joy Korman | local 3417 |

WISE MANAGEMENT OF ONE'S TOTAL RESOURCES

Credit unions are unique, self-help organizations. They are designed to meet the specific needs of a particular group of people who are united by a common bond or association in employment; or a church membership; union affiliation, etc.

This concept is organized on the principal of economic democracy. Credit unions encourage intelligent use of credit by member-owners.

A credit union on campus could provide many ancillary services beyond the standard savings and loan functions. An office centrally located would have more advantageous hours than the local banks, for instance. A legal aid service could be set up in the credit union office as well as a debt counselling service. An income tax and student loan advisory committee is also planned.

Contacts have been made with travel agents to ascertain the financial advantages that can accrue to credit union members.

Co-operative housing, condominium financing, private home purchases as well as cars and recreational equipment are other financing possibilities being explored.

"Rainy day" savings are certainly the surest way to beat the present spirals of inflation. A.U.C.E. members can pull together to beat inflation, just as surely, and just as effectively, as they are doing to beat low wages and discriminatory working conditions.

Joyce Diggins

A XEROX FOR A.U.C.E.

At the membership meeting of September 12 a motion was carried to the effect that AUCE rent a xerox for a three month trial period. Xerox facilities will be available at the Union Office as soon as the machine can be delivered. If you need anything copied eg. information for division meetings, or anything pertaining to the Union, please come in to the Union Office and do it. Ring and find out whether the machine has arrived first!

* * LETTER OF THANKS * *

Ms. Meredith Kimball,
President,
The Faculty Association,
West Mall Annex 112,
UBC Campus Mail

Dear Ms. Kimball,

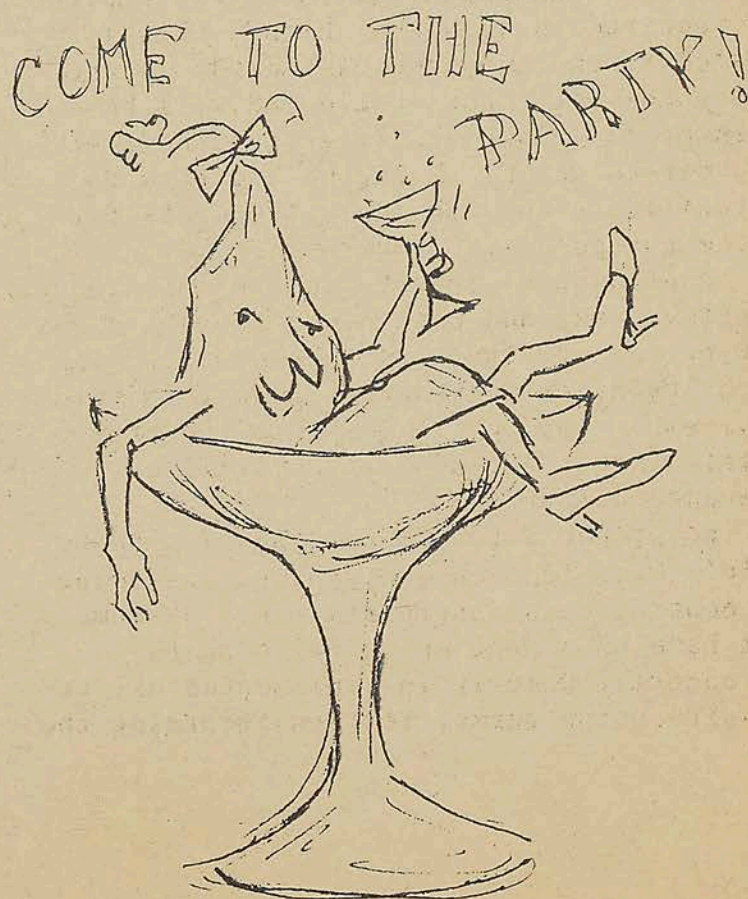
I have been authorized on behalf of the Membership of A.U.C.E. Local #1 to express our deep appreciation for all the support that the Faculty Association has given to the Union.

The support of the Faculty Association has been of great benefit to the morale of our Membership, as the individual members are very concerned in maintaining their relationships with other members of the University community.

Thank you again for your support.

Yours faithfully,

Emerald Murphy,
Chairperson,
Contract Committee
A.U.C.E. Local #1.



THE UNION OFFICE

by: Ann Hockey

Nominations for the full-time Union Organizer's position will be open Sept. 19 and close Oct. 10. A one year leave of absence without pay will be granted a full-time employee of the union, and seniority shall accumulate during the employee's leave of absence of up to one year, but no longer. At the Sept. 19 Special Membership Meeting we will be debating the questions that the Union Organizer be a member of the Executive and and ex officio member of the Grievance Committee and that the term of office be one year.

I've decided not to run for this position again (not because I don't like it - in fact I do like it!) for reasons that I can't go into here. As the office is still in the initial stages of "gearing-up" it's not really possible to assess the exact amount of work involved, and whether one person can handle it. The most immediate job which is already underway is the creation and maintenance of accurate up-to-date records of each member. Hopefully the mammoth job of records will be a shared task if the position of Membership Secretary is approved at the next membership meeting. Once the contract is implemented records will have to be maintained on a continuous basis as new employees are required to join the union. Closely related to the question of records is the dues check-off. Dues collected will have to be entered against the file of each member in order to establish income and arrears, and to facilitate the issuing of receipts for income tax purposes at year end.

Confidential records must be maintained of grievances, and catalogued in such a way that precedents etc. are retrievable. The Union Organizer must be prepared to advise people who ring up or come into the office on grievances, and also work with the Grievance Committee.

Be prepared to answer a million phone calls! Questions on everything, including the contract and interpretation. Systems will have to be set up in relation to the contract when it is implemented eg. re-classification forms, letters informing the

union of reclassification status, job descriptions from employees who are leaving their jobs after more than one year - the office will be receiving copies of all these things, and files will have to be set up in consultation with the Job Evaluation committee.

A great deal of the work to be done in the office can probably come under the all-embracing title of miscellaneous, eg. updated stewards lists, room bookings, referenda, buying office supplies - this usually means costing them and scouting around, typing stencils, running things off, relaying information to various committees when it comes by way of the office, creation of a library, issuing membership cards, receipts etc. Organizing work parties once in a while, furnishing the union office (please ring if there's anything you want to sell or get rid of) and all the day to day problems that appear in any office to be dealt with. This is really only an outline of the job, but if anyone has any questions or queries please ring the office 224-5613, or ring me at home [REDACTED].

CONTRACT COMMITTEE REPORT

Since the signing of the memorandum of agreement between the Union and the University, subcommittee meetings have continued on a regular basis to clear up outstanding items of the contract. To this date, Sept. 16, the following clauses have been successfully negotiated:

1. Pay for work on statutory holiday
2. Hours of work, flexible work week
3. Definition of overtime
4. Layoff
5. Notice or pay in lieu of notice
6. Medical plan
7. Temporary employees benefits - except for sick leave

The following items are still outstanding and in subcommittee:

1. Paternity leave
2. Maternity leave
3. Sick leave
4. Sick leave bank
5. Shift work
6. Job reclassification

At the General Membership Meeting Sept. 12 it was moved that the above items will be brought back to the membership for approval and the clauses as agreed to will be circulated through the stewards to the membership.

GRIEVANCE COMMITTEE REPORT

BY Ian Mackenzie

At last our Grievance Committee is meeting with the University Labour Committee, and we have been making some concrete progress.

We are now able to process grievances at step 4 of the grievance procedure. As yet, we are still processing violations of University policy, but as soon as the contract is signed we will be able to fight grievances which concern violations of the contract.

At date of publication, we have not lost any grievances, and we have won an important one. This is one involving job mis-classification.

A number of positions in a certain department have always been classified as Clerk II, while in fact the people holding them have been doing more or less exclusively secretarial work. We demanded that the jobs be correctly classified as Steno/Secretary II, and that the people holding them be paid retroactively the difference between the two categories. This has been done, and the positions have been classified as Secretary II's retroactive to December 1, 1973.

This is a good precedent for other misclassification cases, the numbers of which are probably legion. Remember the difference between reclassification and mis-classification - the former is a change in classification because the job has evolved over a period of time: whereas in the latter case, at the very outset the job category did not fit what the employee was actually doing. The latter can be grieved, and a demand made for retroactive pay.

Once the contract is signed, the stewards will be carrying out the most important on-going work of the Union - enforcement of the contract through effective use of the grievance procedure. It is therefore fortunate that, at last, the Grievance Committee is coming into its own and achieving moderate success in its dealings with the University.

* * * *

We are printing the following for the interest and information of the membership. We hope it illustrates the difficulties we have had, lest anyone think we have got this far with ease. At the same time we emphasize that the University has faced the fact that we're here to stay, and is now dealing with us in a much more reasonable way than it did in the following correspondence.

(For the sake of brevity, some of our letters have been abridged. The University's letters are printed in their entirety).

Letter 1

A.U.C.E. Local 1
June 7, 1974

J.F. McLean, Chairperson,
University Labour Committee

Dear Mr. McLean:

A copy of a grievance relating to a number of employees in _____ was forwarded to your Committee several days ago. According to the interim procedure established between the University and the Union, the University Labour Committee and the Union Grievance Committee have fourteen working days in which to meet and resolve the grievance.

Our Committee would be pleased to meet with yours at 10:00, Thursday, June 13, or 10:00, Friday, June 14, in the O'Hyatt Room, Totem Park Convention Centre. Please let us know which of these times your Committee would find most convenient.

We would appreciate receiving your response by Tuesday, as we must confirm our booking at Totem Park by that time.

Yours truly,
(signed) Ian Mackenzie,
Chairperson,
Union Grievance Committee

(We then received a copy of a memo McLean had sent to the head of the department concerned, telling him the grievance couldn't be processed)

Letter 2

A.U.C.E. Local 1
June 13, 1974

J.F. McLean, Chairperson
University Labour Committee

Re: Our letter to you of June 7; your letter to _____ (Dep't head) of June 3. The Union feels that there must be a misunderstanding concerning the operation of the interim grievance procedure established between the University and ourselves.

According to the provisions of that agreement, the University Labour Committee and the Union Grievance Committee have fourteen working days in which to meet and attempt to resolve any grievance referred to step 4 of the procedure.

A grievance concerning several employees in _____ was referred to step 4 on May 29, 1974. According to the agreement, our two committees have until Tuesday, June 18, to meet and attempt to resolve it.

However, ... you indicate that a) since the contract is before a mediator and b) since you feel that the multi-person grievance in question is a re-classification rather than a grievance, it is therefore unnecessary to observe the interim grievance procedure.

In regard to the first question, it is our Understanding that any interim agreement
(continued next page)

established between the University and the Union remains legally binding regardless of the progress of negotiations, until such time as a contract is signed.

As for the second question, it is our understanding that neither party has the right to unilaterally decide that a grievance referred to Step 4 is in fact not a grievance. It is the function of a meeting between our two Committees to determine the status of any grievance.

We therefore repeat our request for a meeting between the University Labour Committee and the Union Grievance Committee at the earliest possible date in order to resolve the grievance in question.

On another matter, may we point out that Section 2 of the interim agreement provides for a meeting between our two Committees to agree upon a list of impartial arbitrators. As the 3 week period specified in that section has already elapsed, we consider it urgent to include the discussion on arbitrators in the agenda of our first meeting.

We also ask that in future copies of all correspondence relevant to grievances be forwarded directly to the Union Grievance Committee, and that communication through third parties not be attempted. We did not obtain a copy of your letter to (Dep't head concerned) until one week after your having sent it.

Yours truly,
(signed) Ian Mackenzie,
Chairperson,
Union Grievance Comm.

(signed) Jean Rands,
President,
A.U.C.E. Local 1

Letter 3

Office of the Director
Personnel
June 14, 1974

Ms. Jean Rands, President,
A.U.C.E. Local 1

Dear Ms. Rands:

RE: Multi-Person Grievance
Your letter of June 13, 1974

I regret to advise you that it is still our opinion that as stated in our letter to _____ in answer to their request for consideration of this matter - that as these matters are now in negotiation, any action on them must be held up until such negotiations are concluded.

As you know, at the last Meeting we have agreed in the meantime to make initial job analyses wherever possible in order that once the contract is finalized decisions may not be held up unduly.

Yours truly,
(signed) J.F. McLean,
Director of Personnel
Labour Relations &
Ancillary Services

(At this point we sent the following letter and also raised the matter in Negotiations, threatening to take the matter to the Labor Relations Board)

Letter 4

Dear Mr. McLean;

The refusal of the University Labour Committee to meet with the Union Grievance Committee according to the provisions of the interim grievance procedure is a clear violation of that agreement.

More precisely, your refusal to discuss the _____ grievance with us is a violation of Section 1, Step 4 of the agreement. Your refusal to meet with us to attempt selection of a list of arbitrators is a violation of Section 2(A) of the agreement.

May we point out that the interim agreement on the grievance procedure has the full force of any collective agreement until such time as we sign a final contract. Your continued violation of the agreement will force us to apply to the Labour Relations Board under the provisions of Section 96(1) of the Labour Code.

Yours truly,

(signed) I. MacKenzie
Chairperson
Union Grievance Comm

Letter 5

Ms. Jean Rands
AUCE Local 1

Dear Ms Rands:

Re: Reclassification Review Request

Further to our letter to you of June 14th and your enquiry at the negotiating meeting held on June 21, 1974, I regret to advise you that our opinion contained in the letter of June 14th is still the same.

In order that this matter should have further review however, I have asked Mr. Clark in this office to arrange to meet you or your representative as soon as convenient. If you will phone Mrs. Verville in this office she will be pleased to make the necessary arrangements.

Yours very truly,

(signed) J. F. McLean
Director etc.

(At this point we applied to the LRB under Section 96 (1) of the Code. They appointed an officer to look into it, but there was an inevitable delay. Meanwhile, another grievance arrived at step 4, so we decided to send the following letter.)

Letter 6

Dear Mr. McLean;

Please be advised of the referral of a grievance to step 4 of the grievance procedure. The grievor is _____, an employee with _____.
(More information followed)
Be advised that according to the grievance procedure the University and ourselves have fourteen working days in which to attempt to resolve this grievance. We expect to hear from you shortly regarding a mutually acceptable meeting time and place.

Yours truly,

(signed) I. Mackenzie
Chairperson etc.

(The ORIGINAL of the above letter, bearing a "Personnel Department - Received" stamp on it, was returned attached to the following letter.)

Letter 7
Dear Ms. Rands:

We have received today, the attached letter from Mr. Ian Mackenzie who as you will notice signs himself as Chairperson, Union Grievance Committee.

As you know, I understood we agreed some time ago that all negotiations should be carried on with this office through the executive of your Association.

I would appreciate it if you would advise me on this matter as soon as convenient.

Yours very truly,

(signed) J. F. McLean

Letter 8

Mr. J. F. McLean, Chairperson
University Labour Committee

Re; Your letter of July 17

The interim grievance procedure provides that meetings dealing with grievances be held between the University Labour Committee and the Union Grievance Committee, and not between the University Labour Committee and the Union Executive. And we did not agree, as you put it, "that all negotiations should be carried on with this office through the executive of your Association." The membership of the Union Grievance Committee is as follows;

(list of names)

However, if, as you indicate in your letter, you would prefer that these meetings be held with the Union Executive, we would be pleased to oblige.

The membership of the AUCE Local 1 Executive is as follows: (List of executive members.

All members of the Grievance Committee are of course also on the executive, and their names were mingled on this list with the names of the table officers).

Yours truly,

(signed) Jean Rands, President
(signed) Ian Mackenzie

Letter 9

Dear Ms. Rands;

Re: Grievance Procedure

Thank you for your letter of July 26th which arrived in this office today. As this matter is one that would normally be taken care of by Mr. W. L. Clark who is the representative of the Labour Committee who normally takes care of grievances, I will ask him to get in touch with you when he returns on Aug. 6th.

Now that you have defined your grievance committee, it is probably immaterial as to whether we deal with your Union executive or with the grievance committee. I will leave this matter in Mr. Clark's hands when he gets in touch with you.

Yours very truly,

(signed) J. F. McLean

(At about this time the LRB official that had been appointed finally got into the act. A meeting was arranged between him, Wes Clark and Ian Mackenzie. Clark refused to agree to a meeting with our Grievance Committee until the LRB officer suggested that one should be arranged. At that point Clark said he would have an answer the following day. Confronted with the certainty of an unfavorable report to the LRB, the University agreed the following day to meet with our Committee. Since then, to reiterate, things have been going quite smoothly.)

IRENE MURDOCH TRUST FUND

The Advisory Council on the Status of Women wishes to publicize that a trust fund has been set up for Mrs. Irene Murdoch who has become a symbol of the inequalities of Canadian matrimonial property laws. After working with her husband for 25 years to build up a farm business, at marital breakdown, she was awarded only \$200.00 per month support and no share in the farm property.

Presently, Mrs. Murdoch owes in excess of \$5,000.00 for medical expenses, for court costs and lawyer fees incurred in her unsuccessful struggle for her rights.

The Calgary Council of Women has set up a trust fund for Mrs. Murdoch. The money collected will be used to aid Mrs. Murdoch. Cheques may be sent to:

The Irene Murdoch Trust Fund
c/o Mrs. Donna Vine
901 - 19th Avenue N.W.
Calgary

For further information, please phone [REDACTED]

NOTICE OF VANCOUVER PEOPLE'S LAW SCHOOL
LABOUR LAW COURSE

Vancouver People's Law School is offering a course on LABOUR LAW September 16, 17, and 18 from 7:30 to 9:30 each evening. The course will be held at the Vancouver Technical School, 2600 E. Broadway, Rm. 401. Drew Schroeder, a professor at UBC Law School, will be instructing. A booklet on Labour Law has been prepared and will be distributed to all those attending the course. Topics to be discussed will be:

- Sept. 16 Introduction
Individual rights within the union
- Sept. 17 Individual contracts and labour standards legislation
- Sept. 18 Certification of unions and collective bargaining
Strikes, lockouts, pickets and arbitration

PLEASE PRE-REGISTER FOR THIS COURSE BY
PHONING: [REDACTED]

MOVING? CHANGING YOUR NAME, DEPT. OR WHATEVER? LET AUCE KNOW!

fill in the blanks and send to AUCE, Local #1 Campus Mail.

NAME _____ NEW NAME _____

ADDRESS (OLD) _____ NEW _____

UBC DEPT. and BLDG. (OLD) _____ NEW _____

PHONE: HOME (OLD) _____ NEW _____ DIVISION #: (OLD) _____

OFFICE (OLD) _____ NEW _____ (NEW) _____

DIVISION STEWARD (OLD) _____ NEW _____

SHOP STEWARD (OLD) _____ NEW _____

SOCIAL INSURANCE # _____ DATE EFFECTIVE _____