

Association of University and College Employees

RESULT OF THE REFERENDUM BALLOT COUNTED ON JANUARY 18, 1978

PRESIDENT:

Ann Hutchison	303
Kevin Grace	295

VICE-PRESIDENT:

Pat Gibson	406
Jay Hirabayashi	199

TREASURER:

Jacoba (Cobie) Wennes	242
Valerie Siegel	227
Wendy Lymer	132

40 ballots were spoiled.

Association of University and College Employees

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

MEMO TO: THE MEMBERSHIP

FROM: THE UNION OFFICE

DATE: JANUARY 20, 1978

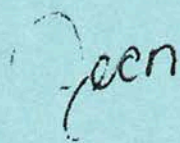
RE: OPERATING ENGINEERS, LOCAL 882

We have received many enquiries regarding the possible strike situation involving the Operating Engineers on Campus. The situation at present, as we understand it, is as follows:

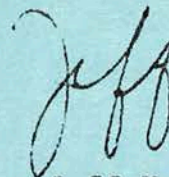
- The Union (IUOE) is in a legal position to strike.
- The Operating Engineers are working to rule at present.
- Before an actual strike occurs we (AUCE) will be given as much advance notice as they can give us.
- Our Executive has informed the University that an IUOE picket line will be considered bona fide. (This means that no AUCE member can be penalized for respecting the picket line. See Article 17 in our contract.)

To clear up a misconception of some people: EVERY OPERATING ENGINEER RESPECTED OUR PICKET LINES IN 1975. The question of whether we should return that support will more than likely come up at the Thursday, January 26th Membership Meeting. (Unless the situation has been resolved in the interim.) Should a decision at that time be necessary we feel that the following facts should be considered:

- A vote of support from AUCE would exert more pressure on the University to settle without a strike.
- Unless we are prepared to support the other unions on campus, we cannot expect them to support us; we would lose all our own bargaining power which is based solely on our ability to threaten strike action with the support of the other Campus Unions.
- these workers are facing the same frustrating Management that we have to deal with; their major outstanding demand is for wage parity with other trades workers on Campus (CUPE); **THEY DESERVE OUR SUPPORT.**



Jean Priest



Jeff Hoskins

Association of University and College Employees

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

TO: ALL MEMBERS

FROM: THE CONTRACT COMMITTEE

The response to the Contract Committee's request for contract proposals has been both successful and interesting. Membership contributions have covered approximately 35 revisions to the existing contract. (This number is not as formidable as it appears as this represents only a small portion of the number of clauses and sub-sections that comprise the contract.)

To a great extent, this reflects, firstly, the success of past negotiations which allows us the luxury of concentrating on fewer areas of concern now, and, secondly, the feeling that we should minimize the number of proposals in light of last year's negotiations.

Comments, criticisms and arguments dealing with the following suggestions may be sent to the Union Office (to the attention of the Contract Committee) up to Wednesday, February 1. (We know that's real soon but we feel it is best to follow a tight schedule and start negotiations as soon as possible.) They will then be compiled, along with the comments, etc., already received, and distributed to all members. There will also be meetings, general and division, to allow as much discussion as possible, followed by a referendum vote to determine our list of contract proposals for the 1978-79 negotiations.

Here is what we will be discussing and voting on. In most instances, the suggestion is simply explained rather than spelled out in contract language which is often confusing and is always changed in negotiations anyhow.

DEFINITION OF EMPLOYEE (Article 3)

Add definitions of positions. e.g.: "a continuing position is one of 3 months or more duration", "a sessional position is one that coincides with the University Winter Session of the University Inter/Summer Session", "a temporary position in one of less than 3 months duration." - arising from Grievance Committee problems.

STUDENT ASSISTANTS (Article 3.06)

Change last sentence to provide equal pay for students doing higher level work. e.g.: "Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base rate of pay of the pay grade level corresponding to the work they are performing."

RETIREMENT (Article 3.07)

Eliminate the test of competence for employees over the age of 65. There should be no discrimination against an employee because of age.

PROBATIONARY EMPLOYEE (Article 4.01)

Add to the last sentence: "...and during such period, the probationary employee shall be provided adequate instruction and training and given maximum opportunity to demonstrate ability to perform the basic job requirements." Perhaps to be consistent with this addition and to avoid possible confusion in interpretation, the word "suitability" in the first sentence of this article should also be changed to "ability to perform the basic job requirements." "Suitability" is too ambiguous.

These changes are important in that it has occurred (e.g. one current dismissal grievance) that an employee has been discharged without having the opportunity to complete the full probationary period.

RIGHTS OF PROBATIONARY EMPLOYEE (Article 4.02)

Eliminate "except where specifically stated otherwise". These employees are the same as any other and should be treated the same.

CONTRACTING OUT (Article 5.05)

Add a clause ensuring that the Union will be informed and consulted in each instance of contracting out. This is a common clause in Union contracts which allows the Union to enforce the limitations on contracting out and make sure that Union jobs are not lost by contracting out.

CONTRACTING OUT (Article 5.05)

Eliminate lack of employees "who regularly perform such work or are skilled in such work" and emergency situations as reasons for contracting out being allowed. If the University has the equipment, AUCE workers should do the work. With adequate planning, there should be no emergencies.

FULL-TIME LEAVE OF ABSENCE (Article 7.02)

Change so that if a member of Local 1 is elected as the full-time Provincial Secretary-Treasurer, they will be able to get leave in the same manner as our local Union Organizer. This would ensure that the University could not interfere with our representation at the Provincial level.

FULL-TIME LEAVE OF ABSENCE (Article 7.02)

Change so that seniority continues to accumulate for leave of any duration. If we wish to limit tenure of office to one year, that is an internal constitutional matter and should not be reflected in the contract. We should not unnecessarily restrict ourselves in the event that a full-time position is created that exceeds a year or in the event that, for example, the Union Organizer stays on an additional month or two over a year to provide some overlapping continuity to the next Union Organizer.

HUMAN RIGHTS (Article 9)

Change to include physical disability as a criterion that cannot be used by the University to discriminate against an employee except where such physical disability prohibits the employee from meeting the basic job requirements.

UNION MEETINGS (Article 10)

Change to allow for 15 meetings per year during working hours. This would allow the monthly meeting to be during the day every month with 3 left for emergencies. This would allow for more discussion and communication and allow members with families and other after work commitments to participate more in the Union.

COURT DUTY (Article 16)

Change to include arbitration cases. The University currently denies that court duty includes subpoenaed witnesses to arbitrations.

PICKET LINES (Article 17)

Remove requirement for the Union to inform the University that each picket line is bona fide. This is just another bureaucratic hassle for the Union executive so that Union members are not fired for not crossing a picket line. If it were automatic we would still have the internal decision whether to support the particular strike or lockout or not.

RETRAINING (Article 19.05)

Change to allow retraining in the event that the only positions available are ones for which the employee lacks qualifications and to allow the employee access to all pay grades to find new employment. This would reduce the number of cases in which people are laidoff when their jobs are ended due to technological change.

TUITION WAIVER (Article 21.01)

This clause could be reworded to make more sense while allowing the same benefit we agreed to (or thought we agreed to) in the present contract. The present obtuse wording is causing problems in interpretation that ought to be avoided.

JOB POSTINGS (Article 22.01)

Add specific wording to ensure the posting of all positions of 3 months or more duration. The University is presently not posting jobs of up to 20 years duration (according to Erik de Bruijn) and hiring off the street when Union members should rightfully be getting transfers or promotions.

HIRING POLICY (Article 22.03)

Change to include: "Applicants for posted vacancies shall be appointed on the following basis: Where more than one applicant meets the basic ability and qualifications requirements, the more senior of those applicants shall be awarded the position." This should end arbitrariness and favouritism which is often the basis of promotions etc.

EMPLOYEE FILES (Article 23)

Add a definition of "accuracy" to the effect that a document shall be deemed inaccurate if it paints an incomplete picture of the employee. It should not be left up to the employee to have as her/his only recourse adding supplemental statements of her/his own. A document that contains accurate individual statements can have, nonetheless, inaccurate effects. For example, a description of the UBC campus consisting of accurate statements of numbers of thefts, acts of vandalism, rape, etc, would result in an inaccurate picture despite the accuracy of the individual statements. Such a document in an employee's file should also be considered inaccurate and thus subject to removal.

UNIVERSITY HOLIDAYS (Article 26.05)

Add the period between Christmas and New Year (3 work days). Very little happens in most departments during this period; many (if not most) Universities in Canada close for this period; could actually reduce costs to the University by reducing overhead costs (heat, light, etc.).

VACATION SCHEDULE FOR SECOND CALENDAR YEAR (Article 27.03)

Delete it and reference to it in Article 27.06. This article discriminates against second year employees while creating a bureaucratic procedure that costs the University more than it could possibly save.

VACATIONS (Article 27)

Add that employees shall be allowed to take all of their vacation entitlement within an unbroke period. Some departments have insisted in the past that employees do not take more than 3 weeks at once.

RESIGNATION/PAY CHEQUES (Articles 27.09 & 33.07)

Add that pay cheques, including any vacation pay due, be paid on the last working day. Departing employees have been known to be forced by the University to wait days and weeks for their final cheques and vacation pay.

HOURS OF WORK (Article 28)

Add the option of working extra hours, beyond 7 per day, on a regular basis in return for time off rather than the 9 day fortnight or 4 day week. This was offered as an alternative for those in jobs where the other modified work weeks were not feasible.

HOURS OF WORK (Article 28)

Change so that employees shall be allowed a minimum flexibility of working 9 days per two week period. Dept. approval shall not be withheld. This is a reasonable compromise.

HOURS OF WORK (Article 28)

Change so that employees may set their own work hours within the "normal hours" of work, provided this does not interfere with the performance of duties, e.g. staffing public service areas.

HOURS OF WORK (Article 28)

Change to provide the option of working a 30 hour work week.

SHIFT WORK (Article 28.05)

Change to increase shift differential to one dollar for all shifts other than day shift. This is a negotiable money item but differential has not increased since 1975.

SHIFT WORK (Article 28.05)

Change to ensure that shift workers get at least a 48 hour weekend. At present some people get only one day on some shifts.

OVERTIME (Article 29)

Change Voluntary Overtime clause to the clause in the CUPE contract with the University:

Overtime shall be on a voluntary basis except in emergencies. Insofar as possible, overtime will be divided equally among employees where they are qualified to perform the available work in their job classification except in emergencies.

The University presently can force us to work overtime in any situation, but they should be able to give us the same consideration in this matter that they have given CUPE members.

COMPASSIONATE LEAVE (Article 30.02)

Increase the possible extension to 7 days and add increase "immediate family" to include next of kin if other than those listed, any other person for whom the employee is executor and any other person for whom the employee is considered to have primary responsibility at the time of death.

PENSION PLAN (Article 30.03)

Change to a voluntary plan. This seems to be a possibility, according to recent research.

DAYCARE (Article 30.04)

Change so that employees are allowed either to work a 4 day week or have up to 5 hours off (and made up other days) too allow for daycare duty. All the daycare centres on campus are cooperatively run and require parent participation. Especially in the case of a single working parent such flexibility in working hours is desperately necessary.

MEDICAL AND DENTAL PLAN (Article 30.05)

Increase employer's share to 100% of premiums and increase dental plan coverage to 80%.

MATERNITY LEAVE (Article 30.07)

Delete the Union's liability to pay for maternity benefits of employee's who quit within 6 months of return to work.

MATERNITY LEAVE (Article 30.07)

Change so that benefit is paid 6 months after return to work. This could mean that it would be considered more as a bonus for returning to work (something that the UIC is prepared to consider).

TEMPORARY EMPLOYEE BENEFITS (Article 30.09)

Change to include medical and dental appointments and sick leave. This would end the most unfair aspects of discrimination against temporary employees.

LAYOFF (Article 34)

Add that no employee with more than 5 years seniority could be laid off. This would eliminate the possibility that a senior person in a higher and smaller classification could be laid off as the person in the classification with the least seniority.

WAGES (Article 36)

There were the usual suggestions of both Across-the-Board and Percentage increases. The arguments will be printed along with any more received, in the next mailing.

There were also the following more specific suggestions:

6% increase over one year.

Instead of giving the staff, say, an 8% or 10% raise, give the incumbent staff say 5% of the increase and use the other 3% to 5% to increase the number of staff employed at UBC, thus helping those departments which are understaffed and at the same time making a very real contribution towards creating more jobs and lessening the unemployment problem.

WAGES (continued)

\$90 which is equivalent to the 9.1% increase in the cost of living over the past year.

The present wages could stand for the next contract.

\$262 per month - the difference between the 1977-78 Technician I rate and our Pay Grade I rate. It was a mistake to shelve our stand for parity with CUPE's Technician I as our base rate of pay. We should reinstate that demand and consistently stick to it. We will not convince anybody including ourselves that we are worth as much as others doing work of equal value (and being paid more) if we feebly say that the AIB won't allow it so why ask for it. If we do not ask for it now, once the AIB is off our backs our case will be that much weaker with many of our newer members completely oblivious to the issue of equal pay for work of equal value.

The maximum allowed us under the AIB guidelines. The other viable alternative is to ask for a settlement which would at least keep us abreast of inflation - say around 8%. Now is not the time to present wage demands which would only alienate and frighten much of membership - nor, conversely, is it the time when we should make silly suggestions that we forgo a wage increase this year, for whatever misguided rationale or reasons. Such a move is insensitive, short-sighted, and weakens the Union further. If this were a moral and just society, in which the principle of equal pay for work of equal value were a governing dictum, then we should go for parity with CUPE. It is the responsibility of the Contract Committee to negotiate the most decent wage possible (either 4 or 6%) and to stress to the University that AUCE is still motivated by the principle of equal pay for work of equal value and that parity with CUPE remains a goal.

INCREMENT POLICY (Articles 34.02 and 22.04)

Change so that an employee who is promoted does not return to a lower seniority step. If this change were made in our contract, it would mean that when a person is reclassified or promoted, she/he will receive a fairer treatment (financially) than they do under the present contract. At present, if a person is a Secretary II in Step 3, and is promoted to a Secretary III, she/he will receive only a \$20 increase, even though she/he has been working as a Secretary II for 3 years. Under the proposed amendment, this individual would receive a \$60 increase (i.e. would not be bumped back to Step 1).

Increase the step increases to \$30. As we have seen in the past year, the more senior members of our bargaining unit have felt they have been getting shafted. We have been increasing our base rate while these senior people have not been getting as much compensation as people who are "newcomers" to the Union. We must bargain for all the members of our union, not just the people who are being paid the base rate.

COST OF LIVING ALLOWANCE

Include a COLA clause which would have to be geared to the ever increasing cost of living. That is more important to me than the amount of wage increase we can negotiate.

TESTING

Include that once someone becomes a continuing employee, testing is redundant unless it is directly related to another job they are applying for. Such tests should only be used by the University to confirm applicants meet the minimum job qualifications.

TEMPORARY PROMOTION (Article 22.07)

Add a time limit of 3 months. This is the same time limit on temporary jobs. The University has made temporary promotions for many months denying someone a real promotion.

GENERAL SUGGESTIONS

Our present contract must not be weakened in any way.

The suggested areas for concern as reported a couple of Newsletters ago provide the basis for this year's negotiations.

Not make any changes in our present contract but concentrate our efforts on wage demands.

Concentrate on speedy and realistic negotiations. Leave the contract conditions as they are: heaven knows that as an ex-housewife, I consider them to be extremely generous.

We should have NO MORE than 10 items on the table when we begin negotiations.