

Association of University and College
Employees Local #3
Box 500
David Thompson University Centre
Nelson, B.C., V1L 3C7
13 April 1978

Baigent & Jackson
Barristers & Solicitors
198 W. Hastings Street
4th Floor
Vancouver, B.C.

ATTENTION: Barbara Finlay

Dear Barbara:

We have finally obtained written confirmation of the on-going management of David Thompson University Centre by Selkirk College (see enclosed copies of correspondence between R.H. Buckley and Patrick L. McGeer). As you can see from the letters, the position is still one of "management", D.T.U.C. is still a separate entity, and one could argue that in fact the interim nature of the arrangements still applies, especially relating to the implementation of the Colleges Act, the possibilities for degree granting programs, the F.A.N.D.U. case, the possible presence of other institutions (U.B.C., Simon Fraser, University of Victoria) operating on this campus, etc.

Further on the issue of whether we are an appropriate bargaining unit, we would like the point made that A.U.C.E. is exclusively a union of university and college workers, therefore uniquely suited to represent and be responsive to the needs of such workers.

We have been advised by Mickey Kinakin, President of the C.U.P.E. Local at Selkirk College, Castlegar, B.C., that the original C.U.P.E. application for successor status will go ahead. That seems likely, although I would think they would draw up a new submission, and we have no confirmation that it has happened yet. Kinakin, (under Fred Pyke's supervision we would assume) has argued vehemently that Article 54 of the code "...rights, duties, and privileges" means "contract" and that whichever union obtains jurisdiction, all contracts remain in force. He further proposes that we should all insist on a three bargaining unit set up. C.U.P.E. operates under two separate certificates at Selkirk College, Castlegar, and D.T.U.C. would be the third unit, what about all that?

We are enclosing the original of our petition to the Labour Relations Board and are contemplating having the pro-A.U.C.E. people at Selkirk circulate one of their own requesting a vote. (This is a slightly milder form of signing A.U.C.E. cards, and one which our membership feels would meet with some good response at Castlegar. It need not exclude a card signing expedition).

Baigent & Jackson
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Apparently there is no such thing as a C.U.P.E. contract available at Selkirk's Castlegar or Nelson campus. Can you get us one from the Labour Relations Board? Soon!

To sum up this rather rambling letter:

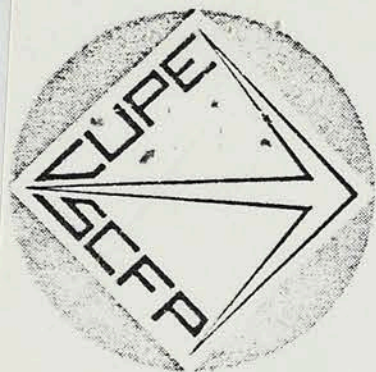
At this time A.U.C.E. Local #3 requests that you prepare a submission to the Labour Relations Board on our behalf to counter C.U.P.E.'s application for successor status. The timing of the presentation is at your discretion (but not too late). The use of our enclosed petition is also at your discretion, we have not sent it to the Labour Relations Board. We would like to see the submission argue for our appropriateness as a bargaining unit first, and for a free vote second, if possible. If you feel the second argument requires the support of either a C.U.P.E. members' petition, or signed A.U.C.E. cards, please advise. None of the foregoing is intended to limit your argumentation to the Labour Relations Board. We do require a look at your presentation before submission to the Board. Please advise us if this is all agreeable to you. I have confirmed with Melody Rudd and Judy Wright the A.U.C.E. Provincial will pay your fees. Thank God!

Faternally,

Steve Geller
President

SG/slp

c.c. A.U.C.E. Provincial



Canadian Union of Public Employees - Syndicat Canadien de la Fonction Publique

TRAIL AREA OFFICE
860 Eldorado Street, Suite #3, Trail, B.C. V1R 3V4

Tel.: 604-364-1520

August 15, 1978

Labour Relations Board
1620 West 8th
VANCOUVER, B.C.

Attention: Mr. R. Bone
Registrar



Dear Sir:

Re: Selkirk College - David Thompson University Centre (formerly Notre Dame University of Nelson) and - Association of University and College Employees, Local No. 3 (David Thompson University Centre - formerly Notre Dame University of Nelson) - and - Canadian Union of Public Employees Local No. 1341, Section 53 Application

On June 21, 1977, the Canadian Union of Public Employees and its Local 1341, made an application re the above matter for a ruling under Section 54 and 34. The Board declined to make a ruling at that time.

The Canadian Union of Public Employees represents all employees of Selkirk College in two separate certificates, dated December 2, 1969, and November 1, 1966, varied February 23, 1971. One certification covers the maintenance and service employees, the other certification covers the clerical staff. C.U.P.E. maintains we presently and automatically possess the bargaining rights for the employees of the University of Notre Dame, who have now become employees of Selkirk College.

If the Board is not prepared to make such a declaration under our two certificates based on the information that has been made available, we must ask for a full hearing of the Board so we may make the appropriate legal representation.

Yours truly

F. H. Pyke
F. H. Pyke, National Representative
C.U.P.E. Trail Area Office

FHP:mb

opeiu 491

c.c. S. Hennessy
J. MacMillan
R. Mercer
P. Ingenito
A. Reibin

M. Kinakin
J. Thomas
M. Kirby

Association of University
& College Employees Local #3
David Thompson University Centre
820 - 10th Street
Nelson, B.C.
4 August 1978

Baigent & Jackson Lawyers
Suite 410 - 198 West Hastings Street
Vancouver, B.C.

Dear Sirs:

On the advise of Barbara Findlay, we hereby request your firm to act on our behalf in the matter of Selkirk College's application to the L.R.B. for an amalgamation of the Bargaining Units at D.T.U.C. and Selkirk College, and to prepare submissions as invited by the L.R.B. in their letter to us dated July 31, 1978.

Our approach is basically the same as when we requested the L.R.B. to dismiss CUPE's application for "successor rights".

1. We think that D.T.U.C. constitutes an appropriate bargaining unit and that AUCE's historic relationship to this uniquely tenuous institution should remain intact. Selkirk's references to their "permanent" status at D.T.U.C. are unjustifiable, in terms of the requests of the Minister of Education (attached to their application) and in terms of the realities of the situation. S.F.U. and U. of Vic. will both be conducting courses at D.T.U.C. this fall. It is hard to imagine any coast university operating for any length of time under the "permanent management" of an Interior Community College. The organization of the Interior education structure, and the role of D.T.U.C. within that structure is barely defined. The N.D.U. act is a clear (?) statement providing for the continuing existence of an autonomous institution. Selkirk's application in effect, invites the board to sacrifice the interests of a much beleaguered group of employees in the interests of administrative efficiency, in a set of circumstances that is very vague, to say the least.

4 August 1978

2. We are absolutely opposed to any amalgamation by declaration of the Board and believe the results of such a declaration would be disastrous for labor relations on both campuses. (the small group of BCGEU people who were declared into CUPE and "red circled" for 3 years is a case in point. This occurred when Selkirk took over the Nelson Vocational School and has been a source of bitterness and conflict ever since) A failure to permit a democratic vote on the issue can only undermine the positions of all unions having dealings with Selkirk.

3. If the L.R.B. decides that one unit is appropriate we insist on a representation vote.

4. We seriously question the timing of Selkirk's application, coming as it does one week after Selkirk's serving lockout notice to CUPE local 1341, and the subsequent taking of a strike vote by that local. Their statement that collective bargaining with both unions will come to a halt pending a resolution of the jurisdictional issue, seems, especially in the extremely bitter circumstances at the Selkirk campus, to be a case of bad faith and a desire to use the jurisdictional dispute to undermine collective bargaining. Depending on the nature of CUPE's position on this issue, we would consider supporting a request for delay in proceedings. If they are willing to be kicked around in this fashion and decide to press for scooping us up, we are prepared for a prompt vote.

We are appending a list of our comments concerning Selkirk's submission, for your information. Please contact me if you require further details.

Yours sincerely,

Steve Geller
President
AUCE Local #3

SG/rgc

APPENDIX

Here are our comments on the substance of Selkirk's application and some questions.

1. We are in some confusion about Selkirk's description of the C.U.P.E. bargaining unit (page 2, item 1 (a) and page 3, item 8 of their application). C.U.P.E. also represents maintenance, security and custodial personnel at the Selkirk Castlegar campus, under what we are told is a separate certification, same local. Note that on page 4 item 9.11 they discuss employment of tradesmen etc. This is important for several reasons, namely, who votes?.... our contract is superior for the majority of their clerical workers, cafeteria workers and slightly inferior for their maintenance, custodial and security personnel. Their clerical workers are the greater majority of their personnel.

2. Page 4 Item 9:

9.02 There is not necessarily a direct relationship between the number of students on a campus and the amount of work done in a library. In addition, there are many facets to library work besides serving students -- the Centre's Library has always done all of its own technical processing (which involves several staff members full-time) -- Selkirk has until recently, had its technical services handled by Simon Fraser University. The Centre's Library was specifically funded and directed by the Ministry to "take proper care of the excellent library holdings" during this transitional period irrespective of the number of students on the campus. The Centre's Library has been developed over the years to support a 4-year university program and involves more staff time in research assistance than is usually required at a 2-year college.

9.04 The reference to support staff involves only 2 people. The reference to professional staff is irrelevant as this is a non-union job.

9.05 Institutions other than Selkirk will, and have, used A.U.C.E. support staff without noticeable difficulty.

9.07, 9.08, 9.09 all irrelevant, no union jobs involved

9.10 The economic and operational advantages would be in terms of administrative functions only (eg. purchasing, cafeteria manager, etc.). Each location would have to be independently staffed due to 50 km distance between campuses.

9.11 They have not included trades categories in the C.U.P.E. Local referred to in this brief, therefore why are they making this part of the argument.

3. Page 4 Item 10:

Attached is a sheet listing features of our 1976-78 collective agreement which are superior to C.U.P.E.'s agreement. (The "labour unrest" is present now because our agreement is obviously superior in many features).

4. Page 5 Item 11:

See attached letter from George Christie.

5. Page 8 Item 2:

re job mobility: the distance between the 2 campuses is 50 km, and considerable worktime and efficiency would be lost in shuttling employees back and forth. The 2 institutions are located in 2 different cities, and the employees are drawn from 2 distinct employment areas, that are not interchangeable.

6. Page 8 Item 3:

There is already labour unrest within the C.U.P.E. Local due to previous absorption of former B.C.G.E.U. employees at the Vocational School in Nelson.

7. Page 8 Item 4:

C.U.P.E. already has 2 locals (i.e. two negotiated contracts) with Selkirk College.

FEATURES OF 1976-78 COLLECTIVE AGREEMENT, AUCE LOCAL #3, (D.T.U.C.)

Hours of Work	35 hours/week												
Flextime (see attached sheet)	Employees arrive for and leave work, and take long or short lunch periods, when they wish, within the guidelines set by each department.												
Holidays	<p>12 paid holidays per year:</p> <table> <tr> <td>New Year's Day</td><td>Labour Day (September)</td></tr> <tr> <td>Good Friday</td><td>Thanksgiving Day (October)</td></tr> <tr> <td>Easter Monday</td><td>Remembrance Day (November)</td></tr> <tr> <td>Commonwealth Day (May)</td><td>December 24</td></tr> <tr> <td>Dominion Day (July)</td><td>Christmas Day</td></tr> <tr> <td>B.C. Day (August)</td><td>Boxing Day</td></tr> </table>	New Year's Day	Labour Day (September)	Good Friday	Thanksgiving Day (October)	Easter Monday	Remembrance Day (November)	Commonwealth Day (May)	December 24	Dominion Day (July)	Christmas Day	B.C. Day (August)	Boxing Day
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Commonwealth Day (May)	December 24												
Dominion Day (July)	Christmas Day												
B.C. Day (August)	Boxing Day												
Vacations	<table> <tr> <td>3 weeks after 1 - 3 years</td><td rowspan="3">} + 3 additional days between Christmas and New Years</td></tr> <tr> <td>4 weeks after 4-7 years</td></tr> <tr> <td>5 weeks after 8 years</td></tr> </table>	3 weeks after 1 - 3 years	} + 3 additional days between Christmas and New Years	4 weeks after 4-7 years	5 weeks after 8 years								
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5 weeks after 8 years													
Salaries (see attached sheet)	\$816 - \$1295 full-time, monthly												
Benefits	<p>Sick leave - 1 1/4 days/month Maternity leave - up to 1 year CU & C dental plan - 100% premiums paid by employer</p>												
Union Meetings	2 hour meetings (1 hour own time, 1 hour company time) every second month												
Human Rights	No discrimination with regard to age, sex, marital status, race, etc.												
Job Descriptions	<p>Written by employees Reviewed by joint labour-management committee</p>												
Job Evaluation	<p>Revaluation Committee composed of Personnel Manager plus 2 reps of union and 2 reps of management:</p> <ol style="list-style-type: none"> 1. Reviews job descriptions for all new positions and sets pay grade. 2. Considers and acts on all requests for review and revaluation of existing positions. 												
Labour-Management Committee	<p>Composed of 2 representatives of union and 2 representatives of management "to discuss and recommend settlement of all matters of concern between the Union and the Employer"</p> <ul style="list-style-type: none"> - convened at request of either party - called in at step 3 of the grievance procedure 												
Contracting Out	Subject to Union approval												

PETITION TO THE
LABOUR RELATIONS BOARD OF BRITISH COLUMBIA

1620 West 8th Avenue
Vancouver, B.C., V6J 1V4

We, the undersigned members of the Association of University and College Employees, Local #3, of David Thompson University Centre, Nelson, B.C., present the following petition to the attention of the Board:

1. That the Labour Relations Board make no administrative ruling which would result in our being merged or amalgamated into any union not of our choosing.
2. That in the event an application requesting such a ruling is received by the Labour Relations Board, we be permitted to exercise our democratic rights by means of a vote, and that if the Board deems it appropriate, the members of any union making such an application also be permitted to vote.

Thank you for your consideration of our position.

Shari Platt
Jean Mackie
Barb Butchart
Sigurd Shepard
Rita Campese
Stimley Barney
Don Driedger
Jeannette Foley
Sheri O'Dellon
Peggy Weimauch
Ernie Andersen
Ross Klette
Harold Andersen
Marvin M. Andersen
Geoffrey A. Kibbert
A. MacKay
Rose Matheson

Steve Keller
Joe Moyer
Joan Rich
Marie Higgins
Bruno Campese
~~Don Driedger~~
Doris E. Anderson
Pina Price
Rosa Lorusso
Nichelino Di Giacomo