

Association of University and College Employees

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

October 31, 1978.

BULLETIN #16

FROM THE FORMER CONTRACT COMMITTEE

- as reported in Bulletin #15 some members of the past Contract Committee have begun meeting to discuss the next set of contract negotiations
- in order to facilitate this process and to get fair representation on the new Committee, Divisions should now be electing representatives to the Contract Committee; if you are not sure as to your divisional structure or if you are interested in having your Division elect a representative, contact either the Union co-ordinator or organizer .
- to date we have discussed such items as commencing bargaining early in January 1979, the number of our proposals, committee accountability to the membership, strike strategies, etc.
- on Tuesday, October 3rd the Contract Committee met with Jane Strudwick in the Dept. of Employee Relations and signed - for the first time - a formal and complete collective agreement binding on both parties for the April 1, 1978 - March 31, 1979 period
- the University's "position" as to what constitutes a formal and binding collective agreement was presented to the Labour Relations Board - in the form of a brief - on September 21, 1978
- their basic assumption, at that time, appeared to be that as of August 30, 1978 there existed - or came into effect - a binding collective agreement. Their contention was a bolt out of the blue - nothing, except for the University's wage offer, had been submitted to our membership for ratification as outlined in our Constitution, a process we have followed since our inception as a trade union
- for the past four contracts Contract Committees have signed memorandums of agreement subject to ratification by the membership
- why the University embarked upon this course is anyone's guess - as far as we are concerned the University undermined their LRB submission when they signed the new collective agreement - ratified by our membership on September 27th - on Tuesday, October 3, 1978
- the LRB originally scheduled an informal hearing for Friday, October 13th, but when the University informed the Board that the contract had been executed on October 3rd, the Registrar, R.F. Bone, wrote to both parties stating:
"As the issues raised in your letter of September 21, 1978, have now become academic, the Board has decided not to proceed further with your applications..."
However, I have been instructed to inform you that the decision not to proceed further in these matters does not indicate that a judgment on the merits of this case had been made by the Board."
- it appears that the University could, if they so choose, resurrect the issue next year. It is obvious that the next Contract Committee will have to expend some effort in educating the University's Negotiating Committee and their superiors
- reprinted below is an annotated version of the University's submission - what we attempt to do is to refute and question several of the University's statements and fact, and to speculate as to their possible intent

-the University's brief to the LRB raises more questions than it answers, and, it contains more than the simple assertion that the Union and the University entered into a binding collective agreement on August 30th

-the Contract Committee feels that the University has put forward some indefensible positions, positions which attack the means and methods by which we run our union

-if the University had proceeded with their submission, we were prepared to file a complaint under Section 3 (1) of the Code, charging the University with interfering with the internal administration of a trade union - we would also have included the letter affixed to Bulletin #15 outlining Strudwick's questionable approaches to a member for information about a membership meeting

-what then follows is a point-by-point (although by no means exhaustive) analysis of the University's submission, the bulk of which was written prior to Bone's October 3rd letter cancelling the hearing

1. AUCE Local #1 has not refused to "execute the agreement." In fact, we, as a union, have merely followed the time-honoured policy of referring the proposed terms of a settlement to the membership. As the University Negotiating Committee takes the proposed changes to the existing collective agreement to its superiors - the Board of Governors - so the Union's Contract Committee refers the matter for final ratification to its membership. The University did just this at the Board meeting on September 18, 1978, and the Union did likewise in the form of a referendum ballot which was counted on September 27, 1978. The respective Committees then met on October 3, 1978 - under the cloud of the University's submission to the LRB - to sign a new collective agreement. With this action the Union feels that the University has effectively undermined their submission and the contentions contained therein.

If, as the University seems to claim, a collective agreement was in effect on or around August 30th, why did its Committee have to refer the matter to the Board of Governors on September 18, 1978 for ratification?

2. The chronology here is correct, but according to the Labour Code bargaining in good faith must commence within ten days. Such was not the case as one month elapsed from the Union's request to the actual point when negotiations commenced. The University had contravened the Code, but the Union did not press the issue.

3. The date is correct, but it is not clear whether or not the University is referring to the "final wage proposal" and the "University's position" and the "University's offer" as meaning the same thing. The Union Contract Committee structured the August 29, 1978 special membership meeting around the University's wage offer and the Union's positions on wages and Article 33.06 - Disciplinary Action. The University's wage offer was narrowly accepted and the Union Contract Committee was directed to drop 33.06 from the table. The Committee announced at the end of the meeting that all proposed changes to the existing contract would be sent to the membership - in the form of a referendum ballot - for final acceptance or rejection. Nothing else was either discussed or decided at that meeting - except a matter that had come to the attention of the Contract Committee and the Executive in regards to the University's chief negotiator, Jane Strudwick (see the letter affixed to Bulletin #15)

4. What is meant by the introductory phrase "according to our instructions"? Does it mean that the University dictated how we should structure our voting procedure or is it merely a typo which should read "according to our information"?

5. The date here is incorrect - the Union did not contact Mr. Sims until Friday morning, September 1st. At that point the Union informed Sims that the membership had accepted the University's wage offer and that the Union would be in touch with the University to draw up a memorandum of agreement. Ms. McCaughran believes that she mentioned to Strudwick that the membership would have to ratify the agreement during a telephone conversation on Friday September 1st, not on August 30th.

Again the University's brief seems to confuse the wage offer issue which occupied the August 29th membership meeting with all the changes that had been negotiated since negotiations began on March 30, 1978. Sims was informed of the acceptance of the University's wage offer and also of the fate of Article 33.06, and, furthermore, that the changes negotiated by the two Committees would be submitted to the membership for ratification.

6. Ms. Strudwick did not deliver anything to the Union Office on Thursday, August 31st. The Union had nothing prepared by that time and was waiting to hear from the mediator, Ed Sims. In fact, it was not until the morning of September 5th, a Tuesday, that Michelle McCaughran and Jean Priest met with Strudwick to exchange documents. That same afternoon Michelle informed Strudwick that the University's document was full of errors and omissions. The University's chronology does not make sense - if, in fact, documents were exchanged on Thursday, August 31st, then why would the Union, who supposedly had "the formal agreement" in their possession for a day, ask for a leave of absence for two AUCE members to peruse the document? What had happened was that McCaughran and Strudwick had decided on Friday, September 1st to meet on September 5th to view the documents. At this point Ann Hutchison, the AUCE president, contacted Strudwick and requested time off - a request which was shortly denied.

The Contract Committee was at this point trying to ensure that an accurate document would be submitted to the Board of Governors for their ratification. As the Board would have to ratify it, so would our membership. The Board did this at their September 18th meeting; the membership reciprocated when the referendum ballot was counted on September 27th.

7. Here we have Ms. Strudwick passing on several copies of the Memorandum "duly signed by the University's Negotiating Committee" to two Union representatives. Why then did the revised changes have to go before the Board at all? Did the University in fact sign a binding collective agreement? Apparently not. And, as stated earlier, the Union expected that both Committees would go back to their respective parties for final ratification. This appears to the Union as an attempt - desperate or otherwise - to head off a possible rejection of the proposed contract by the membership. Or, as an indefensible double standard.
8. It is exceedingly difficult to believe that the University only learned of the Union's decision to conduct a referendum ballot on September 6, 1978. The past three contracts had been ratified on that very basis. Perhaps a breakdown in communication occurred within the Dept. of Employee Relations over the process. Perhaps the University was not aware of our Constitution and the requirement for a referendum ballot. Or, perhaps they had not heard that it was announced on August 29th at the end of our special membership meeting that referendum was to be held. Or, as strange as it seems, they were not aware of the piece that appeared in the Vancouver Sun on August 30th in which McCaughran stated - for the world to see and for posterity - that

"Ed Sims, the government mediator who presided over the negotiations, would be consulted about cleaning up the details of drawing up a formal agreement before it is subjected to ratification by the membership."

9. This section is an unprovoked attack on the internal administration of our union and as such is both regrettable and unacceptable. For a department, where no vote has apparently ever taken place, to put itself in the position of moral arbiter on Union voting procedures is misguided and contrary to the Labour Code. Our voting procedures and our record have been, are, and will continue to be beyond reproach. Perhaps, what irks the University is the result of votes taken - this may be why they have launched this thinly-veiled attack on our internal affairs. As to "the possibility of personal repercussions" - well the burden of proof rests with the University, and what an onerous burden they have decided to shoulder. AUCE Local #1 challenges the University to cough up one bona fide example of "personal repercussions" in our four and one-half years as a trade union - just a single, solitary example, not a few, not several, just one.
10. How "obvious" is it - and as mentioned before the burden of proof lies with the University? Times? Places? Dates? Tactics? A concerted and publicized strategy on the part of the Union Contract Committee "to obtain a vote repudiating the agreement reached on the basis of the members' earlier vote." Once again it is necessary to repeat that the members only considered the University wage offer and the dropping of the Union's proposal on Article 33.06. Even if the Union was so determined to reverse the result - and it was n't - it was of no concern to the University as it would have been an internal Union matter. The result of the referendum should be proof enough that there was no effort on the part of the Contract Committee to repudiate any "agreement" supposedly reached on or around August 30th. The final agreement was signed on October 3, 1978.
11. Frankly, we find it appalling that the University should feel so pressed to stoop to the tactic of ripping a quote from a Union Contract Bulletin and taking it so out of context as to misrepresent its obvious meaning. When read with what precedes the so-called revelatory statement and with what follows there can be no doubt - reasonable or otherwise - that the "one last whack at the cat" is merely an attempt by the Contract Committee to re-explain their perceptions of the issues which led up to and occupied the membership meeting on August 29th. It did not - and, when read properly and honestly - could not represent a clarion call for the rejection of the proposed contract. Page 2 of the Bulletin is ample proof that effectively puts to rest the University's weak accusation. Here the Contract Committee all but brings down the curtain on this year's negotiations - in fact, we make direct reference to commencing the next set of negotiations early in January 1978. Finally, we make reference to the referendum ballot which "will follow on the heels of this Bulletin." The whole tone of this unmistakable - the Contract Committee never once refers to the reaching of an agreement or a settlement. In fact, the tone is one of resignation or one of expectation that the membership would as a matter of course ratify all the proposed revisions negotiated since March. This was amply demonstrated by the results of the referendum ballot.
12. No agreement "was reached between the University and the Union on August 30, 1978." There is not a shred of evidence to support that contention. Mr. Sims was only informed of the results of the August 29th meeting - he was not told that a total agreement had been reached.
13. This statement can be laid to rest once and for all by referring to the Union's press release of August 29th which appeared the following day, in the Vancouver Sun. Perhaps the University's pipeline into Union affairs malfunctioned when it failed to cough up the fact that the membership was informed on August 29th of the referendum ballot.

4. It is not "clear" that the Contract Committee decided to go back to the membership between the first and the sixth of September - once again no proof is provided. The decision to go back to the membership was made when we wrote our Constitution years back. That section of the Constitution has been implemented for four contracts - the sum total of our existence. We stated to our membership on August 29th that a referendum ballot would be sent to all members. We even went one step further and made public our intentions to the media and explicitly outlined our process of reporting back to our total membership through a referendum ballot. No Machiavellian back-room plot here. Everything above board - no clandestine Contract Committee meetings to overturn or influence a future membership decision.

5. We never went back to our membership - except in the form of a referendum ballot. No attempt was ever made "to persuade them to repudiate the agreement reached on the basis of the earlier vote." There never was any earlier vote or earlier agreement that encompassed a complete and formal collective agreement. The Union Contract Committee signed a Memorandum of Agreement and understood that to mean that both Committees would submit it to their principles for ratification. The University did that on September 18, 1978 - the Union followed suit with a ballot that was counted on September 27, 1978. As a result both parties met on October 3, 1978 and signed a new and binding collective agreement.

-as late as September 18th, Jean Priest, one of our Union Organizers, had a long conversation with Strudwick in regards to our ratification process. Jean advised Strudwick to see Robert Grant to confirm AUCE's past and present practice of ratifying a collective agreement. As far as Jean was concerned the problem had been sufficiently clarified

-unfortunately, such was not the case as we discovered when the University presented a brief to the LRB on September 21, 1978

-the whole affair is of the "tempest-in-a-teapot" variety on one level - on another it is a fitting postscript for our just-completed set of negotiations. It reflects, or better still, it is the manifestation of the undercurrent of mistrust and of the thinly-veiled hostility which the University drags to the bargaining table each set of negotiations. Furthermore, the LRB brief is of the same consistency as the University's contract proposals which we had to knock from the table during the course of negotiations

-the question that comes to mind in regards to the University's Labour Relations Board submission is "why?" - why waste the time, the money and the effort to tilt at windmills. Did the University's stable of lawyers need this exercise? Are the University's coffers so full as to finance a race that was never completed?

-did the University honestly feel that the membership would reject the agreement when articles appeared in the Ubyssay that the Administration had a budget surplus of \$1,500,000 - money not earmarked, one-third of which came directly from our roll-back?

-or was it to discredit the Contract Committee in the eyes of fellow union members, to throw into question our democratic voting procedures, and to drain the energies of those active in the Union by sending them off onto an enervating tangent?

-or was it an honest error in judgment?