

DIVISION #5 MEMBERSHIP MEETING

On December 14, 1973, AUCE applied for certification as the legal bargaining agent for the library and clerical workers on the UBC Campus. Though the Labour Relations Board has not made its decision regarding our application it is important that we begin discussions about negotiations, as by law we can begin bargaining with the administration five days after certification has been granted!

Under the AUCE constitution the campus has been divided into 10 provisional divisions. Each division is holding its own meetings to discuss ideas on contract demands. Division #5 includes: Faculties of Science, Applied Science, Agricultural Sciences and Forestry.

We have booked Room 117 in the Student Union Building for Friday Feb. 8th at lunch time (12 - 1 p.m. and 1 - 2 p.m.) for the first meeting of Division #5. (Room 117 is located on the main floor, on the east side of the cafeteria.) A member of the AUCE Executive will be attending. If we are going to sign a contract with the administration that will honestly represent us all, we must get together to hear each others ideas and agree on exactly what we need regarding wages, vacations, working conditions, etc.

AT THIS MEETING WE MUST CALL FOR NOMINATIONS FOR DIVISION #5 REPRESENTATIVE ON THE CONTRACT COMMITTEE AND THE STEWARD FOR DIVISION #5. (See Fact Sheet #1)

We can also discuss the structure of our Division. (The divisions are provisional and can be altered if members feel it desirable. For example, if one group of members feel that for geographic or other reasons they would prefer to be in another division.)

Division #5 has approximately 100 members at present. Another idea we could discuss is that we might achieve more in our discussions if we divide into smaller sub-units, each sub-unit electing its own steward, and then meet again as a Division in two weeks.

These sub-units could be according to faculty:-
Science (with approx. 60 members)
Applied Science (about 20)
Forestry and Agriculture (about 8)
But it would seem more sensible to form units of approximately 20 members such as:-
Applied Science (20)
Science A (Mathematics, Physics, Chemistry) (20)
Science B (Dean of Science, Geophysics, Geological Science, Microbiology, Computer Science, Westwater Research) (20)
Science C (Zoology, Botany, IARE, IIPS, Oceanography) (20)
Agriculture and Forestry (8)

Please read the attached fact sheets, and bring them with you to the meeting, when we will:-

1. Discuss whether we wish to change the structure of Division #5.
2. Call for nominations for:- Division #5 representative
Division #5 steward
3. Decide whether to meet next as a complete Division or in sub-units, (if the latter decide on the structure of sub-units), and nominate a steward for each.
4. If time permits, begin our discussions on contract demands (see Fact Sheets #1, #2 and #3).

Preparations for First Contract Negotiations

Provisional Division Structure

- 1. General Services Administration Building: Contact Jennifer Clemmons ([REDACTED])
- 11. President's Office, Personnel, Office Services, Ceremonies, Information Services, Purchasing, Academic Planning, UBC Press, Summer Session Office, Computing Centre, Student Services: Contact sandy Lundy ([REDACTED])
- 111. Centre for Continuing Education, University Awards Office, Alumni Association Office, Ceremonies, Dean of Women's Office, Faculty Association Office, Botanical Gardens, Instructional Media Centre, International House, TRIUMF, Traffic & Patrol, Resources Council: Contact Verity Wormald ([REDACTED])
- IV. Arts, Institute of Asian & Slavonic Research, Institute of International Relations: Contact Judy Chapelsky ([REDACTED])
- V. Science, Applied Science (excluding Nursing), Agricultural Sciences, Forestry, Institute of Animal Resource Ecology, Oceanography, Institute of Astronomy & Space Science: Contact Irene Abbott ([REDACTED])
- VI. Education, Commerce, Law, Institute of Industrial Relations: Contact Emerald Murphy ([REDACTED])
- VII. Health Sciences (including Nursing): Contact Edna Lunden ([REDACTED])
- VIII. Sedgewick, Law Library, Mathematics Library, Music Library, Marjorie Smith Library: Contact Ian Mackenzie ([REDACTED])
- IX. Woodward, Curriculum Laboratory, Animal Resource Ecology Library, Forestry and Agricultural Sciences Library: Contact Jackie Ainsworth ([REDACTED])
- X. Main Library: Contact Dick Martin ([REDACTED])

Note: The above people are not elected representatives, but simply people to be contacted about the Division Meetings.

Elections

Within each Division, the following positions will be filled by elections:

- a) Division Representative on the Contract Committee
- b) Division Steward, who is a member of the Grievance Committee
- c) Stewards, each representing an office or group of from 5 to 20 members (through agreement reached by collective bargaining between the union and the

employer , stewards become recognized representatives of the union who can provide assistance to members in solving individual grievances.

What Can A Contract Include?

Among the items which can be the subject for collective bargaining between a union and the employer are the following:

- 1.) Wages, including a) shift differential b) overtime c) equal pay for work of equal value.
- 2.) Hours of work
- 3.) The question as to whether there will be an open shop, Rand formula, a union shop, a closed shop or union hiring***
- 4.) Check-off of union dues
- 5.) Functions and meetings of the bargaining committee
- 6.) Allowable action of stewards
- 7.) Grievance Procedure
- 8.) Discharge and suspension procedures
- 9.) Probation a) of newly hired employees b) for inadequate performance
- 10.) Picket Lines
- 11.) Seniority
- 12.) Transfers
- 13.) Promotions
- 14.) Posting of Job Vacancies
- 15.) Paid rest periods
- 16.) Holidays a) statutory holidays b) paid vacations
- 17.) Sick leave and maternity leave
- 18.) Leave of absence
- 19.) Special Leave (bereavement and mourners leave b) for jury or court witness duty leave c) citizenship leave
- 20.) Job Classification and reclassification, including a) job descriptions b) change of classification c) new classifications
- 21.) Employees Benefits a) pension plan b) group insurance c) total disability insurance d) dental and medical plans
- 22.) Study Benefits
- 23.) Retraining
- 24.) Job Security
- 25.) Leaving work early in view of inclement weather
- 26.) Travel Allowance

Inflation Worst in 22 Years

Such was the statement made by Statistics Canada in a press release Thursday, January 10, 1974. Also included in this press release was the following information:

Overall living cost rise for 1973	= 9.1%
Rise in grocery costs for 1973	=16.6%
Rise in restaurant costs for 1973	= 18.5%
Rise in housing costs for December only	= 0.8%
Rise in transportation costs for December	= 0.8%

***** Clarification of Union Shops:**

Open Shop: employees have the choice of joining or not joining the union

Rand Formula: employees have the choice of being card-carrying members of the union or not, but all must pay union dues

Union Shop: once employees are hired, they must join the union

Closed Shop: the employer can hire only those that are members of the union

Union Hiring: the union does the hiring

Preparations for Contract Negotiations

In order for all AUCE union members to have some knowledge about contract items, fact sheets will be prepared to discuss 1) what the item is 2) what other unions have won in their Contracts 3) suggestions as to where AUCE may go. The contract items discussed in this fact sheet will be: grievance procedure, job description, vacations and job security. If there is any particular item that you want researched or that you want put into the fact sheets please contact the AUCE office 11:00 - 3:00 (224 5613), Room Number 228 of the Student Union Building.

Find out when your Division meetings are being held and participate in AUCE's preparations for Contract Negotiations. Let's make this union work.

Grievance Procedure

This is a negotiated system to deal with all problems (i.e. firing, transfer, pay increases, etc.) that develop in the work place.

The typical clause for the Grievance Procedure in many union contracts opens with something like this - "any difference concerning the interpretation, application or operation of this agreement or any alleged violation of this agreement ... shall be settled ... without stoppage of work in the following manner". Following this statement there is usually a procedure outlined in steps which mentions 2 things 1) who gets the grievance next and 2) how long that person has to solve it. For example OTEU and CUPE contracts on campus have a procedure like this -

- Step 1 grievance is stated in writing
submitted to supervisor within 14 days of occurrence
- Step 2 grievance is submitted to Department Head
This person has 7 days to settle matter
- Step 3 grievance is discussed between University Labour Committee and a Grievance Committee set up by the Union
they have 7 days to settle the matter
- Step 4 Board of Arbitration
both the Union and the University select one person to be on the Board
these people then have 5 days to agree upon a third person to be chairman of the Board
if after 5 days they cannot agree upon a third person then either party may request the Minister of Labour to appoint a chairman
expenses are shared equally between parties
after 14 days the majority decision is final and binding

NOTE - At any point within this procedure the grievance may be solved and then the following steps are not used.

Some of the issues which may be important in determining a good grievance procedure are - a) amount of participation the person with the grievance is allowed, i.e. is she/he allowed to participate in all meetings discussing the grievance (except, of course, Arbitration); is she/he the one who decides whether or not the grievance is solved or dropped; does she/he decide whether or not to have the steward represent her/him b) does grievance have to be in writing before it can be discussed with management or does contract allow verbal settlements c) does Arbitration have to be the last step d) what is the best time structure e) what can the grievance procedure cover i.e. a complaint or grievance or complaints and grievances relative to the interpretation and application of the Clauses of the Agreement.

Usually the shop steward structure is used in the grievance procedure. The structure of AUCE as outlined in the Constitution goes something like this:

- 5 to 20 union members elect 1 shop steward
- all stewards within a Division elect a Division Steward
- The Division Steward shall serve on the Local Association Executive and the Grievance Committee
- all stewards shall elect a Chief Steward
- The Chief Steward shall be the chairperson of the Grievance Committee

Job Classifications

Unions which have organized office workers seem to have 2 main items in their job classifications clause - 1) the Employer agrees to provide the Union with a copy of the job description for each group of employees in the bargaining unit 2) the Employer agrees to provide the Union with a list of any changes therein, i.e. hiring, transfers, promotions, terminations, redundancy.

It seems that so far, office worker unions have not got into the area of defining or breaking down job classifications.

Some of the ideas for changing job classifications which have been discussed in previous AUCE meeting are -

- a) having a base rate for all office jobs and a higher rate for jobs which require a certain amount of skill or knowledge and for jobs which are boring or physically exhausting
- b) making provisions for the office worker to learn and do a variety of jobs so that the actual work day is a little more interesting and the worker may attain more skills.
- c) change the reclassification procedure so that the process takes only a couple of weeks at most

Job Security

Job Security in union contracts typically discusses what will happen in case of - dismissal, lay-off, automation, severance pay or promotion. Here are some actual examples of how some of these items are dealt with in actual contracts -

Dismissal - CUPE & OTEU at UBC

Any employee may for cause, be suspended or dismissed without notice provided that any employee suspended or dismissed shall have the right to the established grievance procedure.

Lay-off - SORWUC at Rush, Bolton & Clague (legal office)

All regular full-time employees shall be given 2 calendar weeks notice of lay-off or two weeks salary in lieu of notice

Severance Pay - SORWUC at Rush, Bolton & Clague

In event of dissolution or redundancy, severance pay shall be paid on the basis of two weeks notice or two weeks salary in lieu of notice plus one additional week of notice or one additional week of salary in lieu of notice for each additional year of service.

Automation - Longshoremen's Agreement

Contains provisions such as - a) re-training for union member affected by technological changes b) re-location c) early retirement (i.e. 62)

Promotion - usually discusses - a) filling job vacancies first within the office, second from the recall list and last from new employees b) Promotions on the basis first of seniority and experience and second on the basis of ability

Vacations

Most union contracts have 2 weeks vacation for the first 4 years, then 3 weeks vacation until the 10th year, then 4 weeks until the 15th year and 5 weeks after that.

The SORWUC contract with Rush, Bolton and Clague is somewhat better in that - "All employees shall be entitled to fifteen working days vacation for each of the first two years of service. All employees shall be entitled to twenty working days vacation after three years service and in each subsequent year. Vacation pay will be at the rate of 6% and 8% of gross salary for the period in which the vacation was earned for three week and four week entitlements, respectively. Senior employees shall be given preference in the selection of vacation periods."

Miscellaneous

- temporary jobs after 6 months should be reclassified to permanent

Preparations for Contract Negotiations

In this fact sheet we will try to deal with money issues such as; wages, cost-of-living, overtime, shift differential and weekend differential.

Wages

It is difficult to compare wages because there is no way of knowing whether or not the job classifications are similar. For example, a clerk typist in the Hospital Employees Union may do quite different work from a clerk typist here. However we hope it will give you a general idea about the wages some union members earn.

Hospital Employees Union at Vancouver General Hospital

Jan/74 lowest clerk \$663/mo. clerk typist \$702/mo.

Office and Technical Employees Union (OTEU) at UBC

June/74 file clerk \$485/mo. clerk typist \$561/mo.

Vancouver Habours Employees Association at National Habours Board

Jan/74 junior clerk \$683/mo. intermediate clerk \$738/mo.

Canadian Association of Industrial, Mechanical and Allied Workers (CAIMAW) at Freightliners Ltd.

Jan/74 general clerk \$491/mo. accounting clerk \$696/mo.

OTEU at Empress Foods Ltd.

July/74 junior clerk \$687/mo. general clerk \$853/mo.

Cost of Living

We have investigated two of the "cost of living" clauses which have recently been negotiated; one with the United Steel Workers of America and Hayes Trucking Ltd., and the other with the Hospital Employees Union and Vancouver General Hospital. Both use the Consumer Price Index to calculate percentage points and both have negotiated Adjustment Dates (United Steel - every 3 months; Hospital Employees - every 6 months).

The United Steel Workers "cost of living" clause goes like this - "Effective on each Adjustment Date, a Cost-of-living Adjustment equal to one cent per hour for each full .4 of a point change in the Consumer Price Index shall become payable for all hours paid before the next Adjustment Date." They also have provision in case the Consumer Price Index becomes unavailable in its present form or in case the Index goes down.

The Hospital Employees Union calculate a one point increase in the Consumer Price Index as a 1% wage increase only after the Index goes up 2% in the 6 month period.

In practical terms a worker making \$3.00 an hour (\$528/mo.) in a 6 month period where the index rose 4 points would make

United Steel Workers $4 \times .4 = 10$ $10 \times 1 = 10¢/hr.$ more (\$17.60/mo.)

Hospital Employees Union $1\% = 3¢$ $2\% = 6¢/hr.$ more (\$10.60/mo.)

An important question to ask yourself in considering a cost of living clause is whether you want your major wage increases to come through contract negotiations or through an economically regulated system.

in a day and a week and everything else is considered overtime. In some contracts such as Service, Office and Retail Workers Union of Canada (SORWUC) at Rush, Bolton and Clague and OTEU at BC Hydro have all overtime as double time. Other contracts such as Municipal and Regional Employees Union (MREU) at City of Vancouver, Vancouver Public Library Staff Association at the Vancouver Public Library and OTEU at UBC have 1½ time for the first four hours and double time after that. The Grain Growers Union at United Grain Growers Ltd. have 1½ time for the first two hours and double time after that.

Most contracts also have a minimum of overtime paid. The SORWUC contract allows that "overtime shall be paid in ½ hourly periods regardless of the time worked in any ½ hour period. The Grain Workers Union have a minimum time of 1 hour.

Some contracts also allow for a paid meal period on company time. For any overtime over 3 hours, the Vancouver Harbour Employees Association at the National Harbours Board have negotiated for the employees \$2.50 for a meal on company time. The Pulp and Paper Workers of Canada (PPWC) at MacMillan Bloedel Packaging Limited allow that - "When an employee works an additional four hours after completing his regular shift he shall be provided with a meal up to the value of \$3.00. The meal shall be eaten on Company time for a period not to exceed twenty minutes."

Vancouver Public Library Association, MREU and OTEU allow an employee to choose overtime pay or time off in lieu of pay for overtime. The time off is calculated at the same rate as overtime pay.

Most contracts provide that all time worked on statutory holidays shall be paid at double time plus regular salary.

Time worked on Saturdays and Sundays or regularly scheduled days off is paid at overtime rates. If overtime if only 1½ time then usually up until 12:00 on the first day is paid at 1½ time and all the rest is double time.

Most contracts have clauses to decide whether or not overtime is voluntary. If overtime is not voluntary than union usually try to get a limit as to the amount that has to be worked (i.e. 12 hours in any 24 hour period). There is also sometimes provision such that if you are ordered to work and there is no work you nevertheless receive pay (ie. 2 hours pay) for so reporting.

Shift Differential

Shift Differential is usually an additional amount of money for working afternoon or night shifts. The Hospital Employees Union have a shift differential of 20¢/hr. Vancouver Harbour Employees Association pay afternoon shift \$.50 more per hour and night shift \$1.00 more per hour. OTEU at B.C. Hydro pay all workshifts other than day shift one additional hour of pay at straight time rates. Pulp and Paper Workers Union of Canada at MacMillan Bloedel Packaging Limited pay afternoon shift 18¢ more per hour and night shift 25¢ more per hour. The Longshoremen's Union pay afternoon shift on the basis of time and one half and night shift on the basis of double time.

Weekend Differentials

Most contracts do not have Weekend Differentials. But that doesn't mean we can't!