

November 14, 1975

The Labour Relations Board of British Columbia
1620 West 8th Avenue
Vanouver, B.C.

Attention: Mr. R. Bone

Dear Sirs:

Re: Capilano College Technical and Vocational Institute, and the Association of University and College Employees, Local No. 4; Request by Capilano College Technical and Vocational Institute for exclusion from bargaining unit A.U.C.E. Local No. 4, three (3) secretarial positions.

On behalf of the Association of University and College Employees Local No. 4, we request a decision of the Board pursuant to Article 34(1) of the Code, as to whether three secretarial positions do rightfully belong and shall remain within the scope of our certification. Furthermore, we contest the application made by Capilano College that these employees, at present within our bargaining unit, be removed from it, and state that there are no justifiable reasons in citing a "general confidentiality" as the sole basis for this request on their part.

In the fourth paragraph of page two of his letter, Mr. Trevino states that "...Capilano College currently employs 400 to 450 employees". To put that statement in perspective, we might add that of these 400 to 450 persons approximately 80 are considered the regular (and/or permanent) support staff for the College and it is for this group that A.U.C.E. Local No. 4 received its certification. The majority of the remainder are members of the Capilano College Faculty Association. A.U.C.E. Local No. 4 does not have responsibility for these employees; they have a separate certification and collective agreement with the employer. Outside of these two certifications, the Administration group has a separate agreement with Capilano College and we bear no responsibility for them. Therefore, A.U.C.E. Local No. 4 requests that considerations on this matter be restricted to those employees for whom we are certified. Data relating to other employees of the College does not bear on this issue.

On page three of his letter, Mr. Trevino cites a previous decision by the Labour Relations Board concerning the Corporation of the District of Burnaby and C.U.P.E. Local No. 23. We are in full respect of any prior decision made by the Board but would question whether this particular decision (and whatever precedents are contained in it) is a suitable comparison for the situation at Capilano College. The structures and working conditions in the College are unique to it and therefore we feel that special considerations should apply to this case.

On page four, Mr. Trevino states that "...there has been no attempt to divide and scatter...responsibility for matters...relating to labour relations." It seems apparent to us that an application for three additional exclusions over and above the twenty positions already excluded would tend to contradict that statement. Furthermore, it must be pointed out that the three class specifications attached to Mr. Trevino's letter have only been in existence for a short while and were the result of our request during initial contract negotiations that we see these descriptions in order to consider the possibility of exclusions. After consideration of these specifications it was the Union's decision to maintain these positions within our bargaining unit. In our opinion, the "essential points" outlined by Mr. Trevino, when taken in the context of the overall job descriptions, are exaggerated and do not justify exclusion.

Executive Secretary to the Bursar

Although the Bursar's office is a channel for College Council directives, the work done in this regard by the Secretary does not relate solely or in substantial portion to confidential labour relations matters. Also, "labour relations matters" must not be taken to mean of the College generally but specifically in regard to negotiations between A.U.C.E. Local No. 4 and Capilano College. We agree that the Secretary must use independent action and discretion occasionally in performing her duties but there has been no evidence of this occurring in confidential matters relating directly and specifically to the Union. Further, an employee can and will maintain general confidentiality and discretion and does not need to be removed from her/his bargaining unit in order to maintain that. We would wonder if there is an implication that membership in the Union would cause an employee to become untrustworthy or irresponsible in the areas mentioned by Mr. Trevino. Supervision of staff, knowledge of organizational changes, manpower projection and planning, monitoring of employees, attendance at public College Council meetings, formation and distribution of Council materials, and other such duties - these certainly are not labour relations or confidential materials relating to A.U.C.E. in such a way that these various duties would call for exclusion in order to perform them. In summary, although certain duties at certain times in limited areas may involve dealing with some confidential matters concerning A.U.C.E., we do not see these duties as a substantial or continuing part of the Executive Secretary's work. It would appear that Mr. Trevino has enlarged the concept of how the job might be performed and consequently has given some distortion to the reality of how the job is actually being done.

Executive Secretary to the Principal

The Principal's office already contains an exclusion, the Assistant to the Principal. The Union feels that the majority of the duties assigned to the Secretary in Mr. Trevino's letter should rightfully be attributed to the position of the Assistant to the Principal. Neither does the position of Secretary in the "hierarchy" bear on her employee status. The Principal's involvement in the committees mentioned seldom relates to the Union, and he himself has stated publicly several times that he will not involve himself in negotiations but only act as an observer. Most of the items mentioned under this position involve only occasional and minimal contact with confidential negotiations or labour relations materials. As to involvement in the Grievance Procedure, this procedure must necessarily make materials and decisions available to all the parties concerned and could not be accepted by the Union if otherwise. In summary, the reasons outlined in Mr. Trevino's

letter for exclusion of the Executive Secretary to the Principal are neither important enough nor of a continuing nature sufficient to warrant the removal of an employee from her bargaining unit.

Secretary to the Director of Personnel

The College requested and received the right of exclusion for three positions in the Personnel office - Director of Personnel, Personnel Officer and Personnel Assistant. The position of Personnel Assistant was approved by College Council and is budgeted for, but for reasons not known to us, that position has not been filled. The job description for this position contains wide and varied skills (including stenographic skills) in the area of labour relations. It is unnecessary and unwarranted to exclude the Secretary to the Director of Personnel on the same grounds. All confidential reports on employees must be made available to them according to our collective agreement. Matters of hiring and discipline are within the Union's realm, matters of transfer, promotion demotion, and employee-employer relations may be private matters but not confidential in the formal sense of the word. The incumbent's duties relating to the Capilano College Faculty Association have no relevance in this issue. It is clear that the case for exclusion is very weak, practically non-existent, and certainly is no justification for the removal of the incumbent from her bargaining unit.

General Considerations

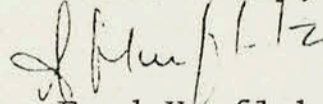
This issue does not deal with "...450 employees,...two distinct bargaining units and two separate collective agreements." The numbers involved are more accurately represented as 80 minimum to 160 maximum (the maximum figure would include every single casual employee) support staff members, all of whom are contained within the bargaining unit certified as A.U.C.E. Local No. 4. We have pointed out that the College has requested and received exclusion for the Assistant to the Principal, the Personnel Assistant, the Personnel Officer, and the Director of Personnel. It is clear that these positions and the duties involved could easily accommodate the College's needs when matters of high confidentiality arise from time to time. Much of the materials spoken of as confidential are in fact private. As well, materials that were related as being exclusive to an office or a person are in fact available at other locations and to other employees in the course of their work duties and so therefore would improperly be called confidential by the College. Obviously such materials cannot be claimed as grounds for exclusion. It has become clear to the Union that the majority of matters claimed as grounds for exclusion are in fact irrelevant according to present practice and policy.

There is no question in the eyes of the Union that the incumbents' membership in this bargaining unit would prevent them from performing their duties in a superior and laudatory manner. Above all, these employees must retain their right of Union representation, especially where job security and the Grievance Procedure are concerned. Our intention has been and is to deal openly and fairly with all matters relating to labour relations and the College. We would hesitate now to place employees in a

position of having to choose between their work or their security. Neither would we wish to set a precedent whereby other employees could be removed from their bargaining unit on such general and insubstantial grounds. It is our own vested interest in the College as a community that has led us to request retention of these three positions and their incumbents within the Union.

The Union is prepared to develop and submit whatever materials the Board may need to formulate a decision on this matter. We thank you for your consideration.

Yours truly,


Fred Hoeflok


Karen Kjarsgaard