

ACROSS CAMPUS

the A.U.C.E. newsletter

Sept. 27, 1976/No. 9

NEGOTIATIONS: the first month

The process of negotiating can often blur issues - negotiating can, for long periods of time, become an end in itself. Events outside of the bargaining room lose their significance. In an atmosphere charged with tension and expectations and intermingled with frequent boredom, energies can be dissipated. Words are piled upon other words, packed and prodded into every available space, until what is being discussed often becomes confused. In such an atmosphere communicating with the membership can easily lapse. The passage of time becomes "fuzzy" - one week rolls into another, and yet another. What seemed important and pressing and novel the day before becomes seemingly trite or passé in light of more current events and discussion. You'll maybe wonder why you did it in the first place.

Fortunately, there are pressing things - things like contract expiry dates and membership concerns and priorities. What has been described above is only one aspect of negotiating - an aspect exacerbated by the increasing reliance upon third-party intervention to settle contract hassles. But it is the issue of "leadership" - a concept with a plethora of interpretations - that ultimately concerns a Contract Committee. "Leadership" in the sense that the Contract Committee will be making decisions, subject to membership approval, and will be proposing strategies. If the membership is aware of the thinking that led to a decision or strategy, the Contract Committee can get the support or criticism it needs. Regular communication with the membership can serve as an antidote to several possible problems, one of which has been discussed in the first paragraph.

The issue of "abc reports" dated Sept. 15, 1976, contained a short article on union negotiations on campus. It reported that negotiations were continuing between the University and "a number of labour unions". CUPE's and OTEU's contracts both expired on Mar. 31, 1976, while the

Registered Nurses Association and the Health Sciences Association have been without agreements since Dec. 31, 1975. All of which leads to speculation as to why negotiations have been so consistently protracted.

It appears from AUCE's past history (and from the unions referred to above) that third-party intervention in the form of a mediator has become an institution itself - a tool, for the most part used by the University, to settle contract disputes. The relationship between labour and management on campus has undoubtedly been influenced by the budgetary cutbacks, the AIB guidelines, the increased activity of unionized public employees and by new University administrators in the President's Office. The University called in a mediator during our negotiations last year for very dubious reasons, and Robert Grant has made oblique refernces to mediation again this year. Whether or not the University uses mediation as a "tactic" or whether or not it views mediation as inevitable in resolving contract negotiations, the end result is the same - the protracting of the bargaining process considerably beyond the expiry date of a contract. As so often happens, bargaining in good faith is impaired. The pre-mediation stage is used merely to discover the other's position on the issues!

It is difficult to believe that Grant was completely honest when he indicated that the approach he was taking to negotiatins with AUCE this year was "unique" especially in light of the information reported by the "ubc reports". It does not seem practical that the University would adopt two approaches to campus unions - one for AUCE, and another for the rest. There appears to have been a centralization of power and control with the President's Office. Apparently the Advisory Council deals with labour relations, and it is likely that administrators like Connaghan press for the implementation of consistent bargaining approaches.

What we are led to expect by Grant are prolonged negotiations, lasting beyond eight weeks and the very real possibility of mediation. This is what the other unions have experienced to date, and there exist few reasons why this should not be the case for AUCE.

The Contract Committee's performance to date has been admirable and articulate. Each proposal which has been presented has been accompanied with rationales, facts and examples. The Committee supplied Grant - who is in England until the month's end - with clarifications in regard to intent and furnished him with examples when requested to do so. In fact, Grant paid the Committee a compliment at the end of the session on Thursday, Aug. 19th. "I'm pleased to tell you that your presentation was clear, and we have no questions...At least you are giving us some meat to take away." And, despite Grant's oft expressed fear of the inefficiencies of large groups, the Contract Committee has conducted itself by and large in a disciplined manner.

A hallmark of Grant's approach has been a proclivity to philosophize about creating a "harmonious relationship" with AUCE. Rarely has he let pass an opportunity, during the early sessions, to rhapsodize

about his unique approach to bargaining with our unit, often indicating areas where potentially fruitful dialogue could be opened. Initially it appeared that Grant had expected only housekeeping or re-wording proposals from us, rather than the extensive document of proposals that the Contract Committee presented over five sessions. Gradually the impact of the proposals had an effect, and Grant indicated that negotiations would most likely be a prolonged affair. "It does not appear to be the routine form of amendments, which can be settled in seven to eight weeks..." as there were "some fundamental changes here."

Grant deftly created an atmosphere of expectation and anticipation - anticipation in regard to the written proposals the University was to submit before Friday, Sept. 3rd. While he listened to our presentations, he regularly requested the specific intent of many of our proposals. A common phrase was: "...why these changes have been stimulated. Let's get some notes on that. It's important that we understand it." On some issues he stated that he was "happy that you've presented something we could negotiate on." But there were several areas which the Committee realized would take hard bargaining to resolve, namely wages, job evaluation/classification, vacations, sick leave, etc..

Grant mentioned that he was planning to vacation abroad from Sept. 3 to Sept. 30. He pressed for a schedule in regards to the continued presentation of proposals. "I don't want to walk out of here Friday (Sept. 3) without having everything debated." The only person to replace him would be Wes Clark and if Clark were acceptable then he (Grant) would "like to find some vehicle to continue negotiations." But, if Connaghan decided that Grant should forgo his vacation, this would be the case. Grant went on to say that the University was developing a policy to be given to the Union in writing, and that his committee would have "...a mandate from the President's Office. And, in regards to having Clark chair the University's committee for September, Grant said: "I don't want to throw you into the position of thinking you can't move because of personalities."

The atmosphere of expectation was further nurtured when Grant indicated that "some of the issues you have touched upon, we have discussed. There is a need for a good discussion of the issues. You represent the employees' interest. We represent the University's interest; not our particular own." On such a basis negotiations should "proceed in a mature way." As the Union's presentation - which encompassed five sessions - drew to its conclusion on Thursday, Sept. 2nd, the Contract Committee had prepared itself for an extensive, thoughtful, well-documented proposal or approach from the University.

Grant did not return from his appointment with the President until shortly after 4 P.M., although both Committees had met at 3:30. The tension was heightened by Grant's late arrival, and the effect was quasi-theatrical, amid one of Grant's typical energetic flourishes. He informed the Contract Committee that he had "never tried this technique before. I have tried to express our position in terms of our

objectives. Our Advisory Committee wants to attempt to build up a harmonious relationship." Grant circulated two documents - one which outlined the University's objectives in regards to AUCE, the other consisting of a scant ten pages, which outlined the University's proposals. The meeting ended with a comment by Grant. "Hopefully, you will have made some good progress by the time I get back."

At this point the members of the Committee were able to study Grant's written submission. The initial impression was one of disappointment. After all of the hoopla and philosophical flourishes which accompanied the build-up to the presentation of the University's proposals, it did not appear that the University's "unique" approach had lived up to its advance billing. In fact, on first reading it seemed that the main thrust was an attempt to undermine some of the negotiated rights in past contracts. It was a disappointment. The Union's proposals had spanned twenty-five pages and had addressed itself in detail to issues which concern the membership. It was evident that our document would have to provide the basis and substance for the consequent bargaining.

by Ray Galbraith

Negotiating Session - Sept. 7th

This meeting was held in Buchanan Penthouse and was our first meeting with Wes Clark in the chair for the University. The first item presented was article 5.01 - Union Shop and it was quite an about-face for the University representatives to suddenly rush to the defence of employees. The employees that they were so anxious to protect were, of course, those who have been benefiting from all the rights and privileges of the contract without assuming any of the responsibility. The Union's contention is that these people should at the very least be required to pay the dues and assessments of the Union just like other members, but that they would not be required to join the Union. Clark stated that the reason these people may object to paying dues is because they object to unions. We replied that these same people do not appear to object to the salary increases or working conditions they enjoy because of the Union. Clark said he could not give us a position on this article before checking back to his committee.

The next item presented was article 5.04 - Reductions in the Workforce, with the same results after a lengthy discussion. Clark again indicated that the University reps. could not present a position at this time on that item either. (It would be noteworthy to point out here that the University has had these proposals in their hands since Aug. 31st and that with the exception of the "Errata" all of the items contained in the Union's proposals had been previously explained and answered to when Grant was still chairing.)

At this time both sides caucused and the Contract Committee decided to ask Clark when he would give us positions on these items. Clark's answer was really to the point. He indicated that he did not know when he would have positions on these items but at the next meeting he could tell us when. So we did not know just when we would have cause to rejoice simply because the University had a position.

The rest of the day was spent with us presenting eight more articles all of which they essentially had no position on, but the frustrating highlight was an agonizing, and ridiculously lengthy discussion on article 9.01 - Human Rights. Clark insisted on misunderstanding the article which is quite a feat in itself since 9.01 is very straight forward. He seemed to think that it would interfere with the kind of qualifications the University requires for various jobs. We finally asked if the University felt that at any time they would want to discriminate on the basis of race, creed, colour, etc., to which Clark replied no. But, needless to say we could not get the article initialed.

On article 13.05 - Room Bookings which reads: "The University shall permit the Union to book University rooms through Systems Services for meetings of the Union", we thought there would be no problem with this article, but no, no, no!

Clark suggested that it would only be appropriate for the Union to book rooms for "business meetings". We stated that all the meetings the Union calls are to deal with business of one kind or another and to the best of my recollection we have yet to throw a poker party or sock hop in one of the University rooms. But what he was getting at was that things such as seminars or meetings with members of other locals do not fall within the category of "business meetings" and are therefore no-no's and would not be permitted. The University has since changed it's position on this article to specify that only "classrooms" may be booked. Four or five hundred people in a classroom for a Union meeting would certainly be cozy.

by Margie Whalley

GRIEVANCE COMMITTEE:

notices of motion

by Ray Galbraith

Two items should be brought to your attention immediately. They happen to be notices of motion requesting that the membership affirm the Grievance Committee's decision to take two grievances to arbitration. Therefore, be it moved that:

- 1) the membership authorize the Grievance Committee to take the

- Jean Yee misclassification to arbitration, and
- 2) the membership authorize the Grievance Committee to take the Ruby Rudd flexible work week grievance to arbitration.

Motivation for the Grievance Committee's decisions will be provided at the Oct. 7th membership meeting.

The present Grievance Committee is in a period of transition - new elections should be in process in all Divisions for stewards. The last report eloquently beseeched the membership to offer themselves as stewards, and with the prospect of a Steward's Seminar in the near future, it would be foolhardy not to run. It is impossible to over-emphasize the value of an aware and energetic steward structure. Without it there will never be a consistent and just campus-wide application of our contract. Without it you may not be able to successfully resolve difficult and worrisome problems that arise.

And don't believe that you are immune to grievances - no one is. Come into the Union Office sometime and wade through the Grievance Committee's minutes and files of grievances and arbitrations. It's bound to have, well, at least some effect. As indicated in an earlier article, it may induce you to join the Grievance Committee, or, at the very least, to become a steward at the office level.

The following is a tentative list of some of the items that will appear in the next Newsletter:

- 1) an evaluation of the past Grievance Committee - its successes and shortcomings, problems, etc.
- 2) reference to grievances now being processed, with mention of some grievances that have not been covered in past Grievance Committee reports
- 3) more harping about stewards and their importance
- 4) an analysis of the chronically under-staffed and over-worked Dept. of Employee Relations

A parting note - At the last Grievance Committee meeting it became painfully evident that there are too many men - at least so it appeared to me - on the Committee. There are several vacant or soon-to-be vacant positions, positions which, as we are a union composed of 90% women, would hopefully be filled by women.

The A.I.B.: Wage Rollback for AUUCE?

There has not to date been much membership discussion as to the possibility of a wage rollback from last year's collective agreement. Nor has there been discussion of the possible use of the AIB guidelines by management as a spring-board to undermining previously negotiated non-

monetary contract items. The first point is a real, and hence threatening possibility, while the second is of a more speculative and intangible nature. Local #1's wage package with UBC was signed after the AIB guidelines were announced, but we were not officially covered until June 30, 1976, when the Socred government passed the necessary corollary legislation, which itself was retroactive to October 14, 1975. Last year's contract is now before the AIB for a ruling, and there is the chance that the Board may rule before the October 14th day of protest.

There appears to be two basic attitudes within the Local. The first believes or says that the AIB is interested only in rolling back wage settlements of public service workers in B.C. that were negotiated after the June 30th date. The other attitude expressed is that a rollback is not only possible but probable, especially in light of the recent HEU contract that was rolled back from 14% to 8%, and in light of recent AIB decisions.

One of these decisions appeared in the Vancouver Sun, entitled: "Raise Lost By Clerks". It read as follows:

Chesley, Ont. (CP) -

The anti-inflation review board announced Tuesday it has ordered 44 office and clerical employees of the Bruce County education board to return three percent of the wage increase awarded them last year.

The employees, members of the Canadian Union of Public Employees, received an 18 percent increase in a one-year contract, reached a day after the announcement of wage and price guidelines Oct. 14.

CUPE and the board will meet next week to work out repayment methods.

Not only was the settlement rolled back, but there was an added dimension - the repayment of the amount that the AIB had ruled as being excessive. Several cases of rollbacks and repayments have been recently reported in the daily press.

How members of AUCE Local #1 would react to a rollback of last year's settlement is debateable. The first step would obviously be to appeal any adverse decision on the basis of the sex discrimination variance of the guidelines. We do have the option to actively demonstrate our opposition to wage controls by voting to support the October 14th Day of Protest - the recommendation made by the Provincial Executive. AUCE Local #1 may be fortunate enough to escape a rollback, but, then again, it may not. The issue of a potential rollback in wages is only one facet in the opposition to the anti-inflation guidelines, but it is real and pressing when it could diminish the standard of living we attained with last year's contract.

by Ray Galbraith

Treasurer's URGENT Notice!

It's necessary to change the dues assessment for Local #1. There are several factors which make this change imperative. I will list them here:

First, the expenses of the local for the past fiscal year have risen by 25-30% (projected) while the income of the local has risen by only 4%.

Second, the per capita tax which we must pay to the AUCE Provincial Association will double effective Oct. 1st, from \$1 to \$2 per member.

Third, if we do not change the dues assessment, very soon (October, that is), we will begin to eat away our reserve funds, a situation which is not at all desirable. Our credit union account is our insurance.

Having had some input from the membership it appears that the recommendation for a change in the dues assessment could take the following form. There could be three choices on the ballot:

- A) The dues assessment for AUCE Local #1 shall be .75% of each members gross wages.
- B) The dues assessment for AUCE Local #1 shall be .75% of each members gross wages or \$8.50, whichever is less.
- C) The dues assessment for AUCE Local #1 shall be as follows:
 - \$6.50 per month for those members working more than 20 hours per month, and
 - \$3.00 per month for those members working less than 20 hours per month.

(In practice, the University deducts on the basis of monthly and hourly paid employees, instead of by the number of hours worked. This misinterpretation has been a problem for a long time, with computer programming complications being cited as the reason.)

The present average monthly income of Local #1 is \$5200. We need to increase that income by about one-third. The first and last of the above proposals would do that, while it is somewhat more difficult to say what would result with the second situation. If there were a straight percentage deduction (.75%), income would average around \$7800. This would be sufficient to take care of the increase in the per capita tax, and to continue to build our reserve funds. (It is also important to remember that we set aside 10% of the dues income for the Local #1 Strike Fund - and growth is important there too.)

Below you will find a table which has wage rates and dues deductions at .75% as well as an indication of what percentage of the wages \$4.50

represents. You can see that the range is in inverse proportion to the amount of money earned.

Please consider this information carefully, and come to the member-ship meeting on Oct. 7th at lunch time. We will be deciding what the ballot will actually contain and YOUR INPUT IS IMPORTANT. This decision can not be put off any longer.

<u>GROSS INCOME</u>	<u>DUES @ .75%</u>	<u>\$4.50 DUES DEDUCTION AS % OF GROSS WAGES</u>
\$760.	5.70	.59%
\$780.	5.85	.57%
\$800.	6.00	.56%
\$820.	6.15	.55%
\$840.	6.30	.53%
\$860.	6.45	.52%
\$880.	6.60	.51%
\$900.	6.75	.50%
\$920.	6.90	.48%
\$940.	7.05	.47%
\$960.	7.20	.46%
\$980.	7.35	.456%
\$1000.	7.50	.45%
\$1020.	7.65	.44%
\$1040.	7.80	.43%
\$1060.	7.95	.42%
\$1080.	8.10	.41%
\$1100.	8.25	.409%
\$1122.	8.42	.4%
\$1144.	8.58	.39%
\$1166.	8.75	.38%
\$1188.	8.91	.37%
\$1210.	9.07	.37%
\$1232.	9.24	.36%
\$1254.	9.40	.36%
\$1276.	9.57	.35%
\$1298.	9.73	.346%
\$1320.	9.90	.340%
\$1342.	10.06	.33%
\$1364.	10.25	.329%
\$1386.	10.39	.32%
\$1408.	10.56	.319%

by Frances Wasserlein

Miscellaneous Items

Fairleigh Funston (Union Organizer) says that an update of the membership files will be started soon, preceded by the mailing out of an information sheet which she would appreciate everyone filling out and mailing back to the Union Office. Even if you have recently filled out such a form, she asks that you also fill out this one. Forms should be mailed during the first week in October, and she will be needing help during lunch hours and after work to complete this update as quickly as possible. If you can spare a little time to help with this task call Fairleigh at the Office.

As reported at the membership meetings and in the newsletter, we now have a clipping service which sends us all articles dealing in any way with union/labour matters. However, we have for quite some time subscribed to the Province at the Office and we need someone to volunteer to scan the accumulated issues for pertinent articles. It's a job you can do at your leisure and it can be quickly accomplished, so will you please give Fairleigh a call if you have a little time to do this for us?

The CUPE Strike Support vote results were as follows:

314	-	Yes
114	-	No
14	-	Abtentions
15	-	Invalid

The University Community Credit Union is instituting a chequing service starting Oct. 1st. This is one of the first of several changes they are instituting which are aimed to provide their members all the services normally found in a bank. Only at a higher rate of return. They are also able to make automatic UBC payroll deposits by arrangement with the Finance Dept. Assorted other services now available are R.R.S.P., R.H.O.S.P., Money Orders, Travellers Cheques...PLUS...they are also open on Saturdays from 8:00A.M. to Noon.

The Credit Union will be submitting articles in the future to inform the membership of AUCE on these and other matters.

Fairleigh is giving lessons on operating the equipment in the Union office to anyone interested. In addition, we have recently acquired a paper folder and a paper collator from Pitney-Bowes for demonstration

purposes only (as yet). And we have also finally ordered the typewriter for the office. We've been in dire need of a second typewriter for quite some time, as anyone on the Communications Committee or Contract Committee can vouch for. It's a new IBM Correctable typewriter with dual pitch.

Editor's Say

As you can see, we have changed the format of Across Campus to what we hope will prove a more manageable size for reading. In the previous issue we included a questionnaire concerning your likes and dislikes about the newsletter's contents and format. We heard from approximately 20 members, and of these maybe 15 of them were fuming. To say the least Vicky MacNeill and I were pretty disheartened. We've worked hard on the last few newsletters, and though the content was fairly broad in spectrum, we were really just presenting to the membership what we had received of interest. Each issue taught us a little more about lay-out and the technical side of publishing the paper. But except for the minutes of meetings and committee reports we were at a loss for articles of a more thought-provoking nature.

So, as a previous member of the Working Conditions Committee, and at the request of the Contract Committee, I endeavored to write some articles on lighting for the newsletter to inform the membership on this issue which had been taken to the bargaining table last year and was being presented again this year. Unfortunately, even this was misconstrued by several of the people who sent in their questionnaires. They seemed outraged that they should have to suffer being presented with anything that was not a committee report!

Well, just recently I was speaking to someone in the Main Library who informed me that many of the people there had not sent in their questionnaires because they thought we were doing a fine job (!).

Better late than never.

But one effect of this has been to show me unarguably that there are a lot of bitter people out there who were only too glad to sound off...if they didn't have to sign their names to it. That's not a very healthy situation to allow to continue. And I would like to institute a policy with this issue of publishing as much in the way of membership views and opinions as possible. As depressingly negative as those questionnaires were, they did express something very clearly, and that is that people aren't happy with their union and they want someone to listen and do something about it. (This isn't to say that everyone's unhappy and pent-up, but the fact that there are a lot of unspoken gripes is dangerous for all of us when important issues come up and then, too late, we find out that we don't have the solidarity to make an effective

stand. That's my main concern. To supply a release valve.)

I hope there are people out there who will take advantage of this opportunity, for all of our benefits. If you do, please remember that we can't print anything that isn't signed by a member or submitted by one. We've received numerous things that people have dared us to print (things that amount to personal attacks on individuals or issues)...but which the person didn't dare sign! That's not what we're looking for.

The next issue of Across Campus will be published immediately after the next General Membership meeting on Oct. 7th. So you can use that date as a deadline.

(By the way, there are a few things that were not included in this issue which should have been. Our apologies. They will be published in the next. We were under quite a few pressures with this one. Thank you for your patience with us.)

by Robert Gaytan (Chairperson/Communications Committee)

**GENERAL
MEMBERSHIP
MEETING
OCT. 7th
12:30/2:30
I.R.C.~ #3**

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The Assoc. of University
& College Employees

Local One, UBC
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