



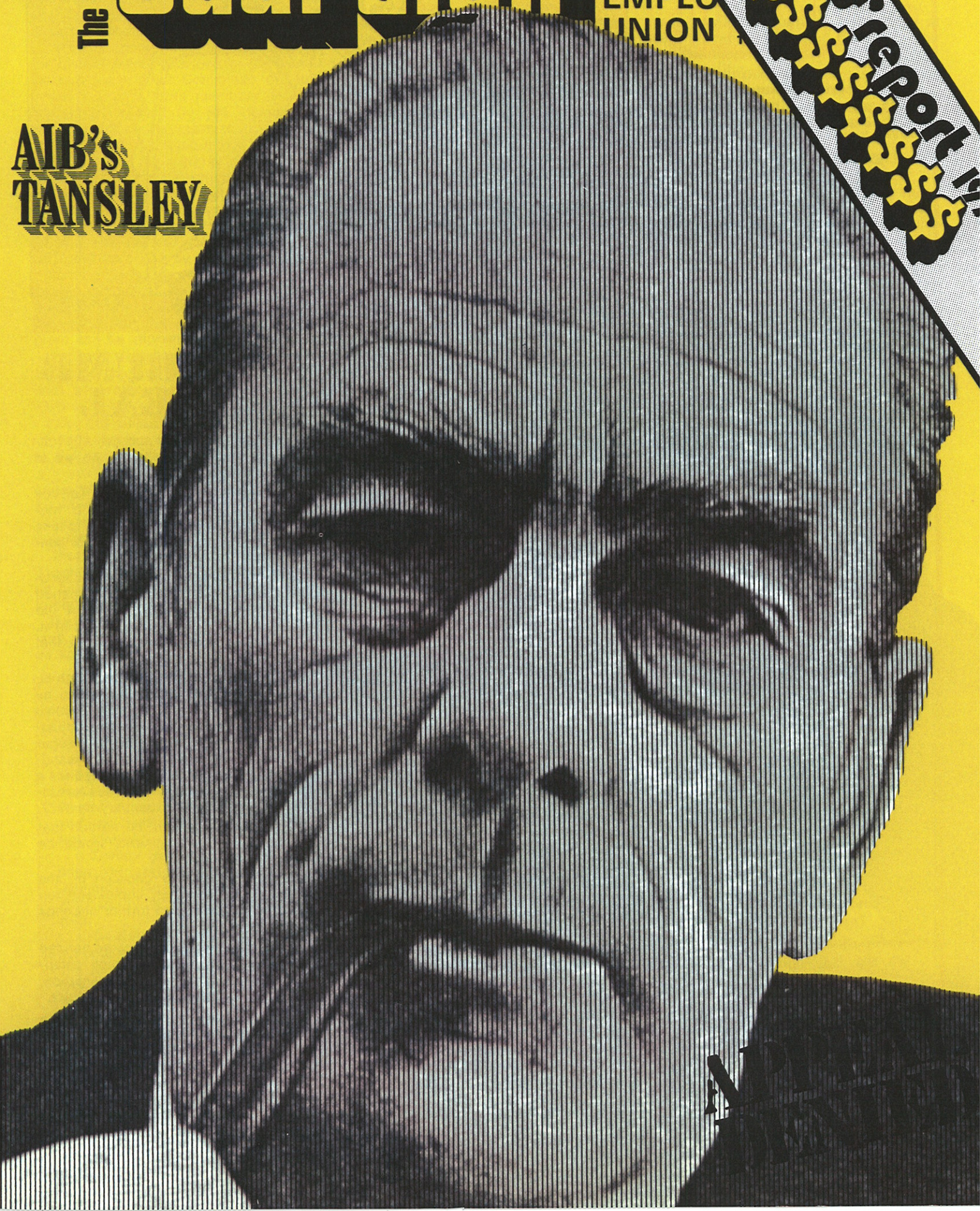
The Hospital

Guardian

HOSP
EMPLO
UNION

Special Audit

**AIB's
TANSLEY**



"In humble dedication to all those who toil to live."



The Hospital Guardian

Published by

Provincial Executive

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Secretary-
Business Manager

JOHN DARBY
Financial
Secretary



**HOSPITAL
EMPLOYEES'
UNION** LOCAL
180

STEPHEN BREWER
Editor

INSIDE

4 INTERVIEW

With Frank Price, a retiring Royal Jubilee Hospital (Victoria) Unit member, whose entire family, at one time or another, has belonged to HEU.

4 ORGANIZING

At Kamloops' Overlander Hospital and Delta's new Centennial Hospital, where employees are being promised anything if they'll just stay out of the Union.

6 MONEY

The Provincial Executive has asked that the Union's Financial Statement be run in The Guardian each year. Fresh from the auditors, the 1976 report.

8 ARBITRATION

The Union pushes the case of two Pen-ticton workers who were denied retro-active pay because they quit in the period between the start of negotiations and the signing of the contract. The Union is successful, and a precedent is set.

9 OTHER UNIONS

The United Fishermen and Allied Workers' Union is raided, newspapers and television stations are raided, to further an investigation which no one seems to understand except the federal government . . . and it isn't telling.

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BARGAINING

TANSLEY TURNS THUMB DOWN ON AIB APPEAL

Finally, even the most optimistic could no longer ignore the fact: The federal government simply wasn't going to allow public service workers anywhere in Canada to get raises which exceeded its wage control guidelines.

That refusal to allow total package contract increases of more than 8 per cent for 1976, and of more than 6 per cent for 1977, included British Columbia hospital employees.

It was made clear when, on February 23, Anti-Inflation Board Administrator Donald Tansley announced he had denied the Union's appeal of the AIB rollback of the contract imposed as law by the provincial government last Spring.

Tansley's decision was itself subject to appeal . . . but the Provincial Executive, meeting in late February, decided it was fruitless to make that appeal.

The no-appeal decision was reached because any appeal would have had to have been made to the federal government itself, the same people who established the AIB, who gave Tansley his job, and who instructed them all how to administer its anti-labour wage control program.

The Union, it was decided, would do better to concentrate its resources and efforts on getting a new, better contract for 1978 (the provincially-imposed contract expires at midnight, December 31, 1977).

About the only thing Tansley did for Union members was to offer the hope that, if he decided it was justified, some members might be allowed to keep some or all of the money they still "owed" to their employer (as a result of overpayments during the period between the im-

position of the contract and the AIB rollback) after the thirteenth pay period of the recovery program.

Even that wasn't a promise: Tansley said Special Mediator Judge D. E. McTaggart could refer specific cases to him, if the judge felt them warranted, for consideration.

Tansley's decision — and the Executive's decision not to appeal it — opened the door to finalizing the terms of the 1976-77 contract . . . what was left of it.

Two earlier decisions had begun that process:

In December, Kelowna lawyer Hugh G. Ladner — the sole arbitrator named by Labour Minister Alan Williams to resolve the issues of wages, cost-of-living adjustments and job evaluation (the only negotiable items in the 1977 contract)—handed down a decision which provided for a 6 per cent compensation increase for Union members, effective January 1, 1977.

In that same decision, he agreed that no cost-of-living adjustments would be allowed in calendar 1977.

But he reserved his decision on the Job Evaluation Program implementation until after he conducted further hearings into the question.

On the last day of February, he handed down a 12-page decision which established the terms for that implementation, by adding a new section to the contract.

The award provides the Union and the Health Labour Relations Association, bargaining agent for the hospitals, will "take immediate steps to implement the Job Evaluation Program," though much will have to be done before that directive becomes a reality.

As the first step, Ladner ordered both the Union and the Association to assign "an equal number of job analysts, who shall be employed exclusively for the purpose of implementation" to the task.

Perhaps most importantly, however, the Ladner Award provides for the establishment of a Joint Committee on Job Evaluation, with three members — Ray McCready, named by the Union, Bill Rolfe, named by the Association, and one other member, selected either by mutual consent or by the minister of labour — which will have far-reaching powers, designed to allow it to get the program moving and keep it moving.

In essence, the committee is empowered to break any deadlocks between the HEU and the HLRA by majority vote.

Ladner turned down a Union bid for interim pay adjustments, saying he didn't feel they were necessary. "... it is now to be hoped that the Job Evaluation Program can be implemented quickly ...".

Ladner's decision left only one matter still to be resolved: Which benefits (other than pay rates) were to be left in the 1976-1977 contract?

(The AIB rollback resulted in pay raises for 1976 of about 6.13 per cent, leaving it to the Union and the Association to decide which new benefits were to be left in the contract. Those benefits allowed to stand cannot total more than a 1.87 per cent cost increase over 1975 contract provisions.)

That question was to be resolved by Special Mediator McTaggart, who resumed hearings in Vancouver in mid-March to conclude his probe into the issue.

Earlier hearings had been adjourned until after Tansley's decision was handed down.

BULLETIN

As this issue of *The Guardian* went to press, Special Mediator Judge D. E. McTaggart handed down his final award for the 1976 Master Agreement between HEU and the Health Labour Relations Association.

- **Special Leave** language has been reinstated, allowing Union members time off with pay to attend family or personal emergencies;

- **On-Call Differentials** of 60 cents an hour will now be paid;

- **Injury-On-Duty** benefits, which will see employees injured on the job receive full pay and benefits, were allowed.

Two other suspended clauses were deleted from the contract by McTaggart's award.

Watch your noticeboards for further details of the award, and for other developments.

Arbitration sought for GVAR

While the details of a final master agreement for most of HEU's 18,500 members were being settled, negotiators for the Greater Victoria Association for the Retarded were having difficulty in getting any contract at all.

Donald R. Munro, vice-chairman of the Labour Relations Board, was named the sole arbitrator to settle the dispute over a first contract, a dispute which one member of the bargaining committee said could be described as "management's absolute refusal to negotiate."

The Unit was certified July 14, 1976; negotiations began in November of that

year for about 34 employees working at seven locations scattered throughout the Greater Victoria area.

The Association's employees work with the adult retarded in the Victoria region, providing training and assistance from hospitals, three workshops and two residences.

Employees at Vancouver's Children's Diagnostic Centre — a department of the Children's Hospital — were more fortunate: With a minimum of unnecessary delay, they were brought under the protection of the master agreement in late February.

PRIVATE HOSPITALS

First agreement pending at Manor

It took seven months of bargaining and a strike vote to get it, but it appeared at press time that a tentative agreement for about 50 employees at North Vancouver's Kiwanis Lynn Manor senior citizens' home might be in the offing.

While nothing was certain, a meeting between HEU and Kiwanis Senior Citizens' Homes, Limited — owners and operators of the Manor — had been arranged before Mediator Ed Sims.

That meeting was arranged after the Union had received a 97 per cent strike mandate from the Manor employees, had served 72-hour strike notice on management, and had made it clear it did not wish to meet with Sims unless some change had been made in the management position.

The employees at the two-year-old Lynn Manor have been a certified HEU Unit for more than a year.

If a tentative agreement was reached, they were to be polled on the issue of ratification in late March.

The Manor is similar to hundreds of senior citizens' care facilities owned and operated throughout British Columbia by branches of the Kiwanis Club, an international service organization.

The local Kiwanis groups build both extended care hospitals and senior citizens' subsidized rental housing projects in many communities.

HEU is the certified bargaining agent for employees at a facility similar to the North Shore Kiwanis home in Nanaimo, where employees were brought under the umbrella protection of the provincial master agreement some time ago.

The Nanaimo Kiwanis facility is administered by the Nanaimo Regional Hospital.

BIONDA BOLLETER,
Kiwanis Lynn Manor Unit
chairperson, casts
strike ballot.



INTERVIEW

Family linked to HEU history

For Frank Price and his family, HEU is a family affair.

At one time or another — and at one time, all at once — Frank, his wife, Joan, their son, Christopher, and their daughter, Sylvia, have all belonged to the Hospital Employees' Union, Local 180.

The story of their affiliation with the Union goes back to 1969, when the Union first began trying to organize employees at Victoria's Royal Jubilee Hospital.

Frank, and the other RJH workers, then belonged to the Royal Jubilee Hospital Employees' Association, a "house union" which — rare for one of its kind — was actually performing real, if limited, service for its members.

In April, 1969, HEU's secretary-business manager addressed a meeting of the Employees' Association, at its invitation, to explain why the Union could offer more than their association.

It was almost two years to the day after that meeting before HEU was certified as the bargaining agent for the Royal Jubilee employees, a period during which Frank — and others like him — worked diligently to convince their fellow workers that the future lay with HEU.

Through three votes on the question, Frank's dedication to getting the Employees' Association replaced by the Union never wavered.

"I wanted the change because I thought we would have more freedom as members of the Union," he told *The Guardian*.

"The problem with the Employees' Association was that the bargaining committee had all the real power . . . much more than the executive, of which I was a member.

"We finally convinced the other employees that they would get greater consideration, more attention to their views, with the Union . . . and it was then we managed to get the certification."

That was six years ago; now both Frank and his wife are retiring from their jobs in the emergency and microbiology departments to a new home in Duncan.

The retirement follows service not only to Royal Jubilee Hospital, but to HEU, which Frank has represented as chief shop steward, conductor, trustee and "shop steward, always a shop steward, right from the start."

The couple — whose children have now left Royal Jubilee (Christopher to Kelowna, where he is an ambulance driver; Sylvia to Coquitlam, where she is a housewife) — don't plan to spend all their time in their new Duncan home, though.

They recently purchased both a new automobile and a new travel trailer, in which they plan to travel to sunnier climes next winter.

FRANK PRICE gets honourable withdrawal card from Financial Secretary John Darby.



ORGANIZING

Two tries

Sometime in early February, the HEU's membership topped 18,500 British Columbia hospital workers, employed at more than 110 hospitals.

But, even before that milestone was reached, the Union was out organizing new Units, at two new hospitals where the employees were not being offered the benefits and protection of its master agreement with the province's hospitals.

In Delta, Richmond General Unit chairman Walter Ross was attempting to organize the estimated 85 new workers at the Centennial Hospital, which opened on January 28.

Ross began his organizing drive about two days earlier, taking temporary leave from his Richmond job to devote his full time and energies to the task.

At press time, he had signed up 17 employees, no mean feat at a hospital where the administration strongly resisted his efforts to gain access to a full and complete listing of employees (as required under provincial law).

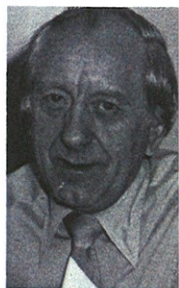
In Kamloops, meanwhile, an organizing team headed by Kamloops Unit chairman Henry Theobald — and including Kelowna Unit chairperson Ethel McSorley and Okanagan / Kootenay Servicing Representatives Owen Adams and Marion Perry — were attempting to organize staff at the Overlander Extended Care Unit into HEU ranks.

In a drive begun in January, the four managed to sign up 31 of an estimated 60 employees, enough to allow for an application for certification to be filed with the Labour Relations Board on January 24.

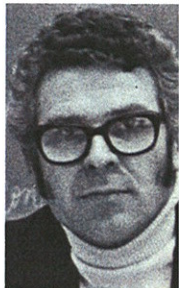
The application didn't get in in time to keep the hospital's administration from claiming the Union had "paid agents" inside the hospital in an Unfair Labour Practice charge filed with the board (a charge Adams termed "ridiculous" in his answer to the hospital's brief), nor in time to keep the management from trying to intimidate the staff.

That intimidation resulted in HEU filing its own charge of an Unfair Labour Practice.

LRB investigators are now investigating both charges; a date for a certification vote at Overlander will probably not be set until they have concluded their probe.



ROSS



THEOBALD

CONTRACT

Reduced UIC premiums must be shared with employees

The 1976-1977 master agreement contains exactly three lines concerning Unemployment Insurance coverage: "All employees affected by this Agreement shall be covered by the Unemployment Insurance Act, or succeeding Acts."

That's pretty simple language, with little room for interpretation, right?

Wrong. Because of the sick leave provisions contained in the Hospital Employees' Union's Master Agreement, it's just possible all the benefits aren't being spread around the way they're supposed to be.

When the federal government brought in the new Act, it recognized existing plans by making available a reduced employer contribution rate.

Section 64(4) of the Act — and Section 66(1) of the Act's Regulations — requires employers receiving the reduced rate to share the money they're saving with their employees.

This reduction can be shared in cash, or by providing new or increased fringe benefits to employees. The Act specifies the new or increased benefits **must** be **over and above** any existing benefits.

Up until now, the federal government simply took hospitals' word for it that they were doing the sharing; recently, however, it decided to require the employer to specify the manner in which the subsidy has been shared.

Check to see if your hospital has been paying reduced premiums.

If so, ask what extra benefits you've been getting . . . and if you haven't been getting them, talk to your servicing representative.



PONDEROSA LODGE Delegates at Kamloops educational seminar, February 3 and 4.

Seminars explain contract terms

Armed with copies of the little blue book (the spiral notebook version of HEU's master agreement with the Health Labour Relations Association), hundreds of delegates — representing every hospital where the Union is certified — met in carefully-selected regional centres in December, January and February.

The purpose of their meetings: to attend two-day educational seminars conducted by Provincial Office Servicing Representative Bob McCartney, who explained to each gathering exactly what is, and isn't, contained in the 1976-1977 contract.

McCartney was assisted at the seminars by the servicing representatives from each of the areas in the province where HEU maintains offices and by members of the Provincial Executive.

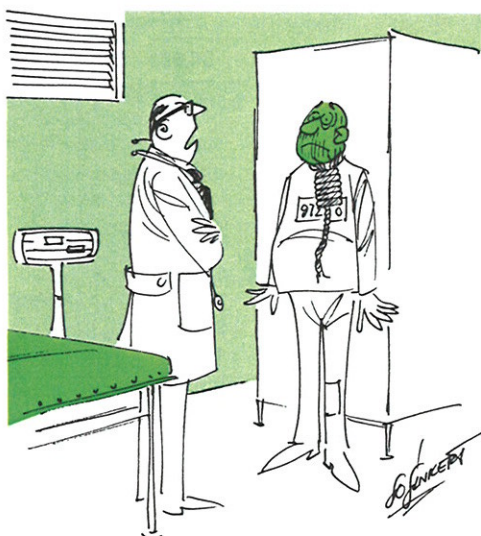
PAY RATE ADJUSTMENT MEETS START

In early March, the three-member Pay Rate Adjustment Committee began its mammoth task: sorting through more than 100 requests for adjustments to the pay rates of workers at 25 British Columbia hospitals.

The Committee is constituted according to Addendum III of the master agreement; its job is to hear evidence relating to each request, then hand down a decision which is binding upon both the Union and the HLRA.

The adjustment requests result from situations where an employee is no longer being paid enough for the work s/he is performing because of:

- A material change in duties, responsibilities or qualifications since the wage rate for the job was agreed to; or
 - Other changes, primarily by comparison with classifications and wage rates established by the employer; or
 - Changes in the classification and wage rate for the same or a similar classification established and paid by the Association's other members; or
 - Discrepancies between what the employee is getting and what other workers, outside the hospital industry, are getting for performing essentially the same work.
- The meetings are expected to last at least two months.



You're just nervous and high strung.

AUDITORS' REPORT — 1976

The Provincial Executive, at a meeting in late 1976, passed a resolution which called for the publication of each year's financial statement, prepared for HEU by the independent auditing firm Gardner, McDonald and Company, in *The Guardian*. Here is that statement, covering the period of January 1, 1976, to December 31, 1976. HEU members with questions about this statement can get answers by writing to:

BROTHER JOHN DARBY, *Financial Secretary*
Hospital Employees' Union, Local 180
538 West Broadway, Vancouver, B.C. V5Z 1E9

Financial Statement

REVENUE	1976	1975
Dues and initiation fees	\$1,025,426	\$ 954,676
Less: Rebates to units	106,851	100,106
	<u>918,575</u>	<u>854,570</u>
Strike assessments and contributions	364,454	—
Interest	12,864	13,035
Management fee	1,000	1,000
TOTAL	\$1,296,893	\$ 868,605
EXPENSES		
Salaries	\$ 453,217	\$ 363,166
Office and other expenses (schedule)	312,157	239,688
Strike	220,483	—
Seminars and conventions		
Convention	134,994	—
Seminars	4,862	1,679
	<u>139,856</u>	<u>1,679</u>
Contractual negotiations and policy decisions:		
Negotiations, conciliations, and arbitrations	66,912	49,016
Provincial executive	22,213	14,025
Wage policy conference	18,538	38,803
Job evaluation	6,529	9,045
Private hospital costs	3,315	25,600
	<u>117,507</u>	<u>136,489</u>
Servicing and organizing	70,546	57,663
Per capita tax —		
District Labour Councils	72	1,836
TOTAL	\$1,313,838	\$ 800,521
EXCESS OF (Expenses Over Revenue)		
REVENUE OVER EXPENSES FOR THE YEAR	\$ (16,945)	\$ 68,084

Assets

CURRENT	1976	1975
Cash	\$ 154,030	\$ 82,326
Term deposits (Note 1)	125,000	125,000
Dues and accrued interest receivable	103,220	97,501
Assessments receivable	89,000	—
Prepaid expenses	7,500	—
	<u>478,750</u>	<u>304,827</u>
DEATH BENEFIT FUND	10,000	10,000
SEVERANCE PAY TRUST FUND (Note 2)		
Cash and accrued interest	52,851	36,436
Due from General Funds	17,464	12,345
	<u>70,315</u>	<u>48,781</u>
INVESTMENT IN ONEIGHTO HOLDINGS LTD., at cost	9	9
SHARES — VICTORIA BUILDING CO-OPERATIVE UNION, at cost	5,000	—
FIXED, at cost		
Office furniture fixtures and equipment	65,348	63,408
Less: Accumulated depreciation	38,107	31,572
	<u>27,241</u>	<u>31,836</u>
Leasehold improvements, less amounts written off	7,653	4,811
	<u>34,894</u>	<u>36,647</u>
TOTAL	\$ 598,968	\$ 400,264

Liabilities

CURRENT	1976	1975
Bank loan (Note 1)	\$ 52,425	\$ —
Accounts payable	73,551	26,966
Due to Oneightto Holdings Ltd.	90,000	—
Due to Severance Pay Trust Fund	17,464	12,345
	<u>233,440</u>	<u>39,311</u>
DUE TO ONEIGHTO HOLDINGS LTD.	33,086	33,100
SEVERANCE PAY TRUST FUND (Note 2)	70,315	48,781
TOTAL	\$ 336,841	\$ 121,192

SEE NOTES TO FINANCIAL STATEMENTS

Reserve

Retained for the contribution of the Union's activities:

Appropriated — Death Benefit Fund	10,000	10,000
Unappropriated		
Balance at beginning of the year	269,072	200,988
Excess of (expenses over revenue) revenue over expenses for the year	(16,945)	68,084
Balance at end of the year	252,127	269,072
	262,127	279,072
TOTAL	\$ 598,968	\$ 400,264

Notes to Statement

1. SECURITY FOR BANK LOAN

Certain of the Union's term deposit certificates have been pledged as security for the bank loan.

2. SEVERANCE PAY TRUST FUND

	1976	1975
Balance at beginning of the year	\$ 48,781	\$ 33,690
Add: Provision for the year	12,403	8,675
Voluntary contributions	5,600	3,670
Interest earned for the year	4,070	2,746
	22,073	15,091
	70,854	48,781
Less: Payments out of fund during the year	539	—
Balance at end of the year	\$ 70,315	\$ 48,781

Office & Other Expenses

OFFICE	1976	1975
Rent	\$ 41,242	\$ 40,020
Stationery and office supplies	33,179	26,331
Telephone and telegraph	25,022	18,824
Printing, advertising and subscriptions	20,523	20,814
Audit and accounting	4,024	5,887
Repairs and maintenance — Kelowna	—	3,953
Depreciation and amortization	7,475	6,901
TOTAL	\$ 131,465	\$ 122,730
OTHER		
Legal fees	51,429	15,475
Hospital Guardian	38,561	28,795
Employee benefits	21,261	10,878
Superannuation	18,435	14,565
Severance pay	11,864	8,675
Bank charges and interest	9,911	802
Death benefit payments	9,400	11,000
General	7,299	7,655
Uniforms	6,846	5,112
Union pins	4,026	9,826
Donations and gifts	940	3,455
Honoraria	720	720
TOTAL	\$ 180,692	\$ 116,958
TOTAL OFFICE AND OTHER EXPENSES	\$ 312,157	\$ 239,688

SEE NOTES TO FINANCIAL STATEMENTS

A \$5 STEAL . . .



Back in October, HEU held its Tenth Biennial Convention and Fifth Wage Policy Conference. Traditionally, the Union presents each delegate to such meetings with an appropriate, though inexpensive, gift . . . last year, that gift was a ceramic mug, emblazoned with the HEU crest, from the well-known Birks' Jewellers.

We have a very limited number of these mugs still on hand, some emblazoned with the Union crest only, some with the crest and the legend "Tenth Biennial Convention" (as pictured) . . . and we are making these mugs available to the general membership, at our cost, on a first-come, first-served basis.

They're great for beer, milk, soft drinks . . . or for holding pencils on your desk, or for use as a planter — the possibilities are only as limited as your imagination.

To order, please use form below, PRINTING all the requested information, INCLUDING YOUR POSTAL CODE. Drop the form, along with a cheque or money order (no cash, please) for \$5.00 for each mug ordered, into an envelope and mail it to:

Carolyn Chapman
Hospital Employees' Union
538 West Broadway
Vancouver, B.C. V5Z 1E9

Sorry, no CODs accepted.

THIS IS A MAILING LABEL PLEASE PRINT ALL INFORMATION



**HOSPITAL
EMPLOYEES'
UNION** LOCAL 180
538 West Broadway
Vancouver, B.C.
V5Z 1E9

NAME

STREET AND APT. No.

CITY

BRITISH COLUMBIA

POSTAL CODE

No. OF MUGS

ARBITRATION

PRECEDENT SET ON BACK PAY

British Columbia workers who quit their jobs in the period between the expiry of a contract (or, for newly-certified units, the date of certification) and the signing of a new collective agreement will enjoy retroactive pay for the work they performed before quitting, thanks to a battle waged on behalf of two Penticton hospital employees by the HEU.

The battle was won in mid-February, when the province's Labour Relations Board overturned an earlier decision that

held employees who voluntarily terminated in the critical period were not entitled to retroactive pay from their employers.

The case involved Verna Turnbull and Mildred Alexander, employees at the Penticton and District Retirement Service when the Unit was certified in April, 1975.

Both quit their jobs in July that same year, five months before the first agreement was signed, on December 23, 1975.

The Union argued they were entitled

to back pay for the period between April 1 (the retroactivity date agreed to in the contract) and the time when they quit their jobs.

LRB Chairman Paul Weiler, who announced the board's decision, said the two were entitled to the retroactive pay, though he added employers and unions may, if they wish, negotiate provisions in future contracts limiting the payment of retroactive pay to those employees who are on payroll when the contract is signed.

The board's decision said any other finding on its part could result in some employers stalling negotiations in hopes of replacing resigning employees — who would be entitled to full retroactivity — with new workers, who would receive only a fraction of the retroactivity which otherwise would have to be paid.

In detailing the board's reasoning on the landmark decision, Weiler said one of the reasons employees continue to work after the expiry of a collective agreement, or after certification of a new Unit, is that they expect the new wage rates to be retroactive.

This applies to all employees, he continued, including those who quit, perhaps for unavoidable personal reasons.

It would be unfair to deny those employees the benefits they had helped earn.

Now that's a wedding present

Then there's the story about the chief shop steward in Quesnel, who discovered he had run out of grievance forms and had to drive all the way to Williams Lake to pick one up, then rush back to Quesnel so one of the Unit members could sign the form as she left the justice of the peace's office, following her wedding . . .

But wait: The story has a beginning, which is probably a better place to start than the middle.

It began in September, 1974, when Lona Wykes, a clerical employee at Quesnel's G. R. Baker Memorial Hospital, was approached by her boss, the then-hospital business manager, and asked if she would mind working a little overtime.

A temporary arrangement, she was assured, until the business manager got around to hiring some much-needed extra help in the clerical department, and one which would assure her of some extra time off, in the form of

compensating time off in lieu of overtime pay.

Lona agreed . . . but somehow, the business manager never got around to hiring that extra help, not in 1974, not in 1975, not in the first half of 1976; and Lona kept working overtime.

In July, 1976, Lona was getting married; she went to the business manager and told him she wanted to take her compensating time off so she could go on her honeymoon.

By that time, she had worked 387 hours of overtime; since she hadn't taken any compensating time off, she was owed 580½ hours off, which she wanted then.

The business manager balked, refused, and Lona went to the Labour Relations Board, which promptly referred her back to her Unit executive and her servicing representative for resolution of her problem.

Lona went to talk to her shop steward . . . and that's when his mad dash to Williams Lake for a grievance form occurred.

He caught Lona at her wedding, got her signature on the form, then filed it.

It worked its way up through the various steps of the grievance procedure, finally landing before the Committee on Labour Relations.

The Committee was flabbergasted. Lona's overtime hours entitled her to either more than 15 weeks' time off, or more than 15 weeks' pay.

Lona finally decided she wanted the money, since it was already too late for her to take the time off for her honeymoon.

Pencils were sharpened, calculators warmed up, wage schedules dating back to 1974 dug out and, finally, a figure arrived at: the hospital owed Lona a total of \$3,201.76 worth of overtime pay (after deductions, she netted \$2,105.12).



LONA WYKES and husband

Prince George probe

Industrial Troubleshooter R. Neil Monroe was expected to hand down his decision on the fate of two Prince George hospital workers just after press time, Servicing Representative Bernice Gehring told *The Guardian*.

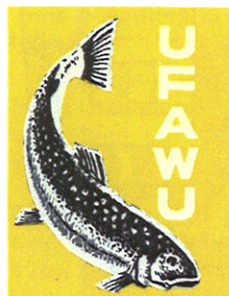
Hearings into the dismissal of the two were held in the northern city, and in Vancouver, in early March. They lasted the better part of a week.



"You'll have a lot of territory to cover at your regular fee."

OTHER UNIONS

Fishermen face star chamber probe



Star Chamber [Middle English, earlier Sterred Chambre; said to be so called because the roof was ornamented with stars] 1. a royal English court or tribunal abolished in 1641, notorious for its secret sessions without a jury, and for its harsh and arbitrary judgments and its use of torture to force confessions 2. any similar tribunal or inquisitorial body.

3. In Canada, in 1977, a federal Commissioner investigating the affairs of the United Fishermen and Allied Workers' Union, a Commissioner notorious for calling secret hearings, for his harsh and arbitrary use of the federal government's powers and for his use of dubious search warrants to force the union and a number of newspaper and television reporters to hand over their files.

The Commissioner is Frank Roseman, who represents the government's Restrictive Trade Practices Commission.

Late in 1976, he sent his investigators into the UFAWU's Vancouver offices, where — flourishing search warrants authorizing them to search for material which would aid them in their probe — they looted then-union President Homer Stevens' files.

Apparently finding what they were looking for, the investigators handed over their reports to Roseman, who called — in December, 1976 — secret hearings in Vancouver to take an inquisitorial look at the union.

He failed, because the fishermen—and a not-insubstantial contingent of other trade unionists — refused to allow the hearings to be conducted in secrecy.

More than 60 people jammed into the hearing room, refusing to leave when Roseman ordered them out (Vancouver City Police, asked to remove the protestors, refused to do so).

"We have nothing to hide . . . we live in a goldfish bowl," Stevens told everyone who would listen.

Many did — but Commissioner Roseman was not among them.

Citing sections of the federal legislation which sanctifies his position as a civil servant, he said it was "illegal" to hold public hearings in investigations such as the one he was trying to carry out, because to do so would let the public know the government was investigating someone.

How he managed to overlook the fact that the public already knew about the

probe, because Stevens, the UFAWU, and the B.C. Federation of Labour had told the world in no uncertain terms, and how he could continue to insist on secret hearings in face of the union and its president's call for public hearings is uncertain.

But overlook and insist he did . . . and when he saw he couldn't conduct his hearings in private, he adjourned them — indefinitely.

The Commissioner, however, doesn't appear to be one to take such cavalier treatment of his dictates lightly; he had barely stalked from the packed hearing room before his men were back on the job, waving their by-then infamous search warrants in the faces of newspaper reporters who had covered the hearings, demanding they turn over to him notes, tapes, whatever, to be used to establish that the UFAWU had "obstructed" the secret hearings.

The wails of editorial outrage hadn't even reached full pitch before the investigators were back, this time at the newsrooms of the British Columbia Television Broadcasting System and the government-owned Canadian Broadcasting Corporation, there to seek videotape and film of the "obstructors".

Exactly what Roseman intends to do with the "evidence" so collected is unknown, though several lawyers have suggested he may be contemplating criminal charges against Stevens, the UFAWU, Guy, the B.C. Federation of Labour and/or others.

Very little about Roseman, his probe, his goal, or his motives is certain.

No one, except Roseman and his bosses in Ottawa, really knows for sure exactly why the probe was ever begun.

It isn't the first time the federal government has decided to "investigate" the affairs of the UFAWU. The same thing was tried back in 1956, in an investigation which petered out after the trade union movement seemed on the verge of forcing the probers to look not only at the union, but at the fish companies they sell to.

Leaving little doubt as to who had the political clout, the fish companies had the whole thing called off, though they are generally credited with having started it in the first place.

Parliament, following that fiasco, enacted amendments to the federal legislation governing the Restrictive Trade Practices Commission to specifically exempt fishermen from its provisions . . . or at least it thought it did.

Obviously, there was a loophole in the amendments somewhere.



UNITED FISHERMEN AND ALLIED WORKERS' UNION members jammed hearing room in Vancouver, while others manned a picket line outside in an attempt to force Combines Investigation Branch to open its hearings into the union's affairs.

ROUNDUP

Ever wonder what the highly-paid president of an organization formed to deal with labour-management relations does with his time?

Wonder no more . . . we can tell you what at least one of them (the one whose organization mis-handles labour relations in British Columbia's hospital industry) does: he sits around thinking up ways to save pennies.

Most recent example: In February, **Chester Hooper**, of the **Health Labour Relations Association**, refused to pay the Association's half of a \$125 hotel bill.

The bill was for a room used for a meeting between the Association and HEU; when it was mailed, it was mailed to the Union, which has always paid the bills in the past, then been re-imbursed by the Association for 50 per cent.

This time, the Association balked.

After the meeting, during which nothing was said about the room in which it was held, Hooper and his gang decided it could have been held in a \$35 room.

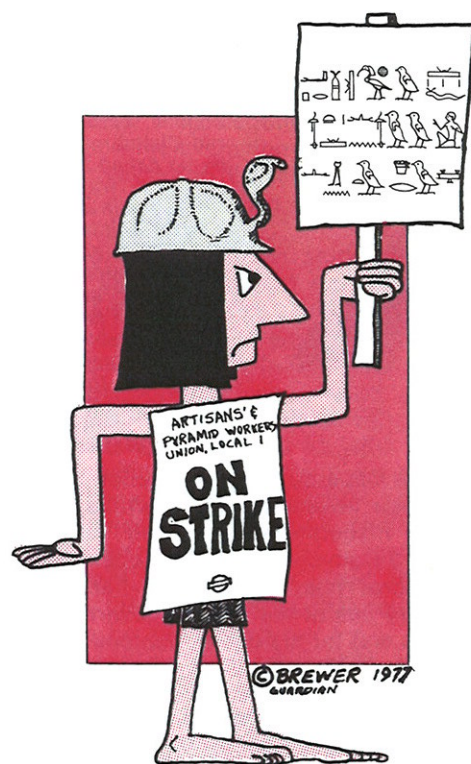
They agreed to pay half of that (\$17.50) to the Union, saying HEU would have to pick up the balance.

In a letter to the hotel, Financial Secretary **John Darby** apologized for having to ask it, in the future, to split the bill and send out two invoices, but said it couldn't be helped.

Hooper can take great pride in having "saved" the HLRA \$45 . . . and in having widened the rift between management and labour by just that much more.

★ ★ ★

As if old **Ramses III** didn't have enough troubles — he was the Egyptian pharaoh



PROVINCIAL EXECUTIVE

MEETING HELD FEBRUARY 25-26

CLC affiliation 'not a priority'

Getting HEU into the Canadian Labour Congress is no longer a priority item with the Union, the Provincial Executive has decided.

The decision was reached after seven years of trying to get the national labour body to allow HEU to affiliate without having to turn to the Canadian Union of Public Employees for "sponsorship".

The decision does not mean HEU is giving up any hope of becoming, first, a CLC affiliate, then a member of the B.C. Federation of Labour: Only that the question of such affiliation has been moved to the back burner.

Time, place set for Wage Policy Conference

The Union's Sixth Wage Policy Conference, at which bargaining demands for the 1978 Master Agreement will be formulated, has been set for September 17 and 18 at the Capri Hotel in Kelowna.

Prince George office to open in May

The Union will open its third regional office in Prince George sometime in early May, after a suitable location is found.

The official opening of the new office will follow a meeting of the Provincial Executive in the northern city on May 10 and 11.

New Vancouver offices limit meeting use

Renovations at the provincial office building in Vancouver — being made to accommodate the expanding needs of the Union — are now underway.

The resultant lack of available space means the provincial office will no longer be able to accommodate meetings of more than 35 persons.

Rebates to come as soon as possible

Computers, it seems, couldn't be programmed to start making new dues deductions on January 1, because the date — at many hospitals — fell smack in the middle of a pay period.

That has fouled up the Union's timetable on a feasibility study on the proposal to increase rebates to Units.

It wasn't completed by February 28 — as required by a Resolution of the Tenth Biennial Convention — but it is being done.

Wallbank resigns, Black assumes job

Fourth Vice-President Gaynelle Wallbank, of the Fort Nelson Unit, has resigned her post on the Provincial Executive.

Her resignation means First Provincial Executive Alternate Ken Black, of the Royal Jubilee (Victoria) Unit, will assume the duties of fourth vice-president.

forced by **Moses** to free the Jews after plagues of locusts, bloody rivers and the deaths of first-born sons convinced him the God of Israel didn't like the climate in his kingdom — it turns out he has the dubious distinction of being the first employer in recorded history whose workers went on strike.

Ramses, like most Egyptian pharaohs, spent the better portion of his life having a pyramid (properly known as a necropolis, or city of the dead), built as his tomb, a place where his body could be laid out with the proper dignity when he died (which he did about 1151 B.C., at the ripe old age of 31).

But in addition to his problems with Moses, Ramses was plagued throughout his reign by attacks on his kingdom from the north . . . he was so bothered with wars that his treasury was constantly in danger of being empty, in fact.

That may have been why he fell behind in paying the artisans who were building his necropolis for him (at **Thebes**, where it remains to this day, providing a familiar background for countless thousands of photographs).

The artisans weren't impressed, though, and—about 1170 B.C.—demonstrated their discontent by staging the first strike ever recorded.

They stayed off the job for eight days, vowing they wouldn't return to work until they got the two months' pay Ramses owed them and guarantees that their cheques (or whatever it was they got) wouldn't be held up in the future.

The story has a happy ending: They won, then included news of their victory in the hieroglyphics they used to adorn Ramses' tomb.

As a warning to future employers, perhaps?

★ ★ ★

Cleanliness may be next to godliness, but at **Richmond General Hospital** it may be getting next to impossible — unless you bring your own soap.

The hospital's administrator, **Hugh Ross**, has asked patients to bring their own soap, toothbrushes, toothpaste, tissues, denture cleaners and combs when they check into his hospital.

Ross said the call for patients to bring their own soap and tissues was part of Richmond General's budget cutbacks, being carried out to allow it to operate within the guidelines laid down by the provincial government earlier this year.

Now if he could only get them to bring their own bed linen . . .

★ ★ ★

Oops, oops, oops and oops . . . in the last issue of *The Guardian*, we slipped, we are told, no fewer than four times. Herewith, the corrections and clarifications.

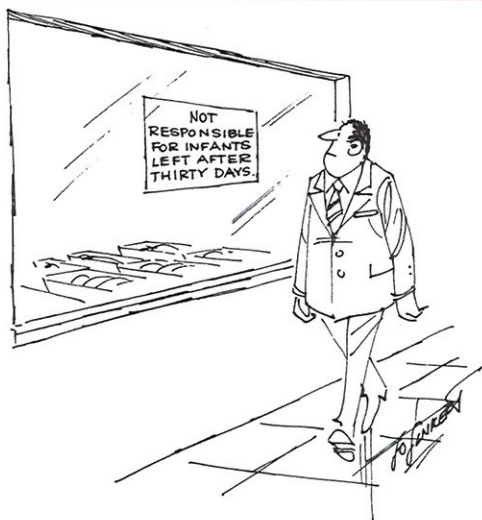
One: In the superannuation column, we said employees joined the Municipal Superannuation Plan "upon their appointment to the permanent staff of . . . a hospital, or upon completion of one year's employment, whichever comes first."

In our case, all eligible employees are enrolled as members of the Plan upon completion of their three-month probationary period.

Number two: **Nick Russell**, journalism professor at **Vancouver Community College**, took exception to our item on **Thomas Nast** in our last edition's "Roundup" item on the cover for the November-December, 1976, *Guardian*.

Wrote Russell:

"I think your magazine's terrific. I watch for it, knowing it will be one of the brightest and most readable publications of its type around B.C."



"BUT. I can't let you get away with that naughty bit of etymology you laid on your readers in your [last] edition. You claim that Thomas Nast was the source of the word 'nasty'. At the time his critics used the term to describe his work. But it's several hundred years older. The Oxford English Dictionary admits 'Origin Unknown', but lists examples of its use going back to the 15th century."

Oops, number three: Servicing Representative **Bernice Gehring**, whose auto accident was also reported in the last *Guardian's* "Roundup" offers the following corrections:

While there was slush on the road at the time of the accident, it was not snowing (we said there was a "snowstorm"); nor was she trapped in her car for half an hour, as we reported.

She was in the car for half an hour, and the car was filled with freezing water to a depth of several inches; but Bernice could have escaped from it "at any time I wanted to".

She didn't because her step-mother was trapped in the vehicle and Bernice didn't want to leave her there alone.

And finally, the last (we hope) mistake: In a story in the "Bargaining" section, in which the costs of having Vancouver lawyer **Bruce McColl** arbitrate first contract negotiations for private hospital workers were detailed, we slipped a decimal point.

The headline on the story read "At \$10.80 a minute, this talk is costing . . .", while the story related that McColl was paid about \$64.84 an hour for the time he put in on hearings and the like before handing down his award.

True cost, per minute, of Mr. McColl's services: \$1.08, which he told *The Guardian* was a "reduced rate."

He usually gets \$1.25 per minute, or \$75 an hour.

★ ★ ★

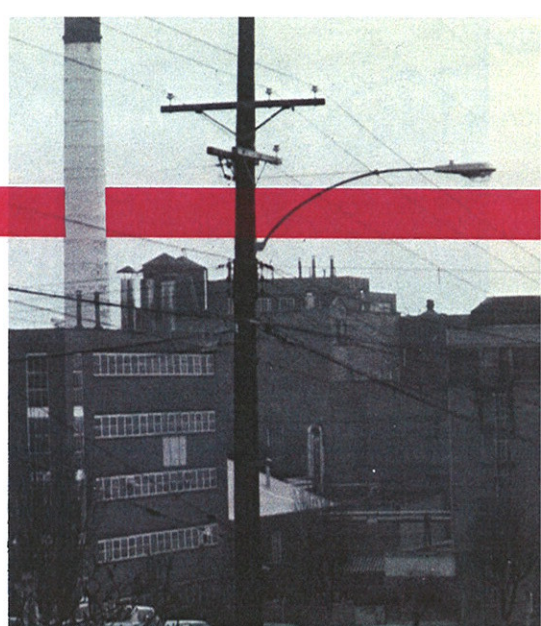
After almost two years on the picket line, Local 604 of the **Retail, Wholesale and Department Store Union** has forced the **Seagrams' Company** to settle the dispute which closed its New Westminster distillery in February, 1975.

The settlement signalled an end to the boycott of Seagram's products called by the **B.C. Federation of Labour**.

★ ★ ★

The boycott of Seagram's may have ended, but it was quickly replaced by a call for another boycott by trade unionists, again from the **RWDSU's Keith Sheedy**.

Sheedy has asked for a province-wide boycott of the **Irly Bird Lumber Yards** (Independent Retail Lumber Yards Limited), to support striking members of his union at **Adanac Lumber Limited** in Burnaby.



Adanac, where workers have been off the job since September 23, 1976, in an effort to get a first contract, is a member of the **Irly Bird** franchise chain.

★ ★ ★

We have it from a usually reliable source that a management negotiator for a Lower Mainland day care centre—confronted with a newly-unionized staff—proposed that the centre do away with the children's naps "because the staff would be getting paid to sit around doing nothing while the kids sleep."

The logic, if not the proposal itself, has a familiar ring.

Look as hard as
you want . . .



HOSPITAL
EMPLOYEES'
UNION

**FREE
LEGAL ADVICE**

The term of Bargaining and Conciliation that handles all of the HEU's legal matters has been engaged to provide free legal advice to the Union's members.

This advice will be restricted to an initial response or correspondence relating to domestic matters such as:

- Separation Agreements • Divorce • Wills • Child Maintenance Problems
- Landlord and Tenant Problems • Buying and Selling of Real Estate
- Buying and Selling of Chattels (e.g. Boats, Trailers, Cars)

The Free Legal Service will not include:

- Litigation or appearances before Court
- Arbitration Boards or other Tribunals
- Corresponding or Drafting Documents

Except for emergencies, advice will normally be given in the Office of Legal Counsel. To ensure that only Members in good standing utilize this Union-sponsored service, personal appointments will be handled through the Physical Office in Vancouver by the provision of an Authorization Form to be turned over to Legal Counsel at the time of the appointment.

Special "Confidential" envelopes have been provided to Secretary-Treasurers to facilitate correspondence between Legal Counsel and Union Members.

If you wish to correspond with Legal Counsel, ask your Secretary-Treasurer for the special "Legal Advice" envelope.

REMEMBER: This is a Confidential Free Legal Advice Programme available only to Members of the Hospital Employees' Union, Local 100.

... there are no loopholes
in THIS offer!

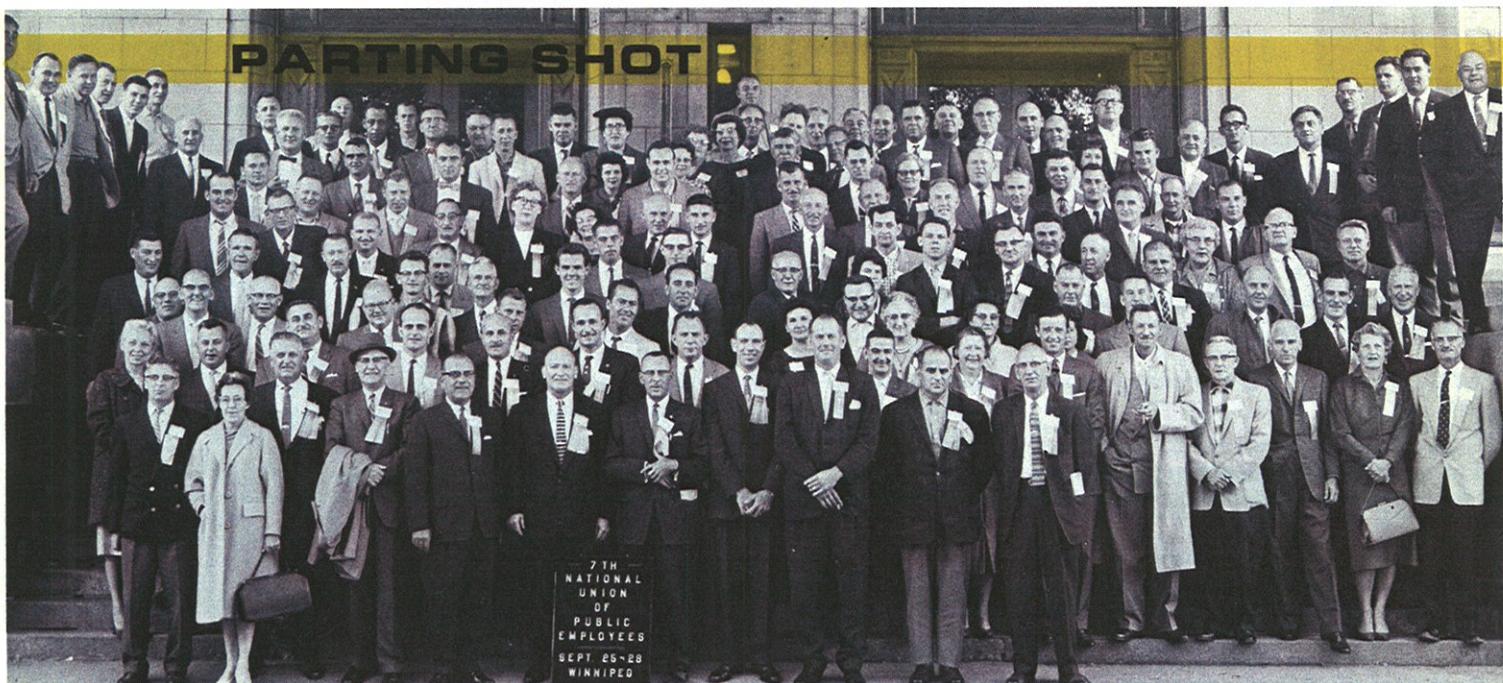
When HEU offers its members something, there are no hidden clauses, no fine print to confuse the issue. That's our policy.

And that policy is carried through in the Union's long-standing offer of free legal advice to any HEU member in good standing.

The lawyers who handle all the rest of the Union's legal affairs are the people to whom YOUR confidential request will be forwarded, unopened, for assistance.

Your shop steward has all details, as well as the special envelopes used for requests.

S/he will be glad to fill you in . . . and our lawyers will be glad to help.



THE YEAR WAS 1963, and the National Union of Public Employees was joining with the National Union of Public Service Employees to form the Canadian Union of Public Employees. The scene was the old Fort Gary Hotel in Winnipeg, Manitoba. Among the delegates to the founding conference was a large HEU contingent, whose members

are liberally sprinkled through the photograph above. Some are still with the union, including current provincial president Bill Black (third from the left on the ledge at the left side of the picture). How many others can you spot? A suitable prize for the member who can identify the most HEU representatives before the next issue.

SUPERANNUATION

CONTRIBUTIONS TO INCREASE

On May 1, the people who run the Municipal Superannuation Plan are going to start taking a bigger bite of the pay cheques of the Plan's members — and that includes most British Columbia hospital employees.

The bite isn't going to be a big one — it amounts to half a percentage point — but it will hike superannuation deductions from pay cheques to 5 per cent for those earning less than \$715.40 in a four-week period and to about 6.5 per cent for those earning more than that in the same period.

The "about 6.5 per cent" isn't precise because a more complicated formula exists for deductions in the higher bracket: employees will pay 6.5 per cent of what they earn in four weeks, less \$10.73.

The \$715.40 figure is the maximum pensionable earnings figure set by the Canada Pension Plan; the \$10.73 is 1.5 per cent of that maximum.

What it boils down to is this: Someone earning \$765 every four weeks will pay premiums of \$39 (\$49.73 is equal to 6.5 per cent of \$765, less \$10.73).

Employees aren't the only ones whose contributions are going up: The employers, who now pay between 3.6 per cent and 11.6 per cent of each employee's salary, depending on age and classification of the employee, will see their contributions hiked to between 4.1 and 12.1 per cent . . . another .5 per cent raise.

The need to raise premiums, according to Superannuation Commissioner W. H. Forest, comes as the result of increased benefit payments to retired Plan members.

The Superannuation Act, which governs the Plan, was amended in 1974 to provide for quarterly increases in pension benefits to match any rise in the cost of living (in effect, a pension COLA clause).

The first adjustment was made in September, 1974.

The same amendments which provided for cost-of-living adjustments to superannuation benefits provided that the COLA would be financed equally by the employers and the employees.

What the amendments said, in fact, was that when the increased benefits paid out became equal to 1 per cent of the salaries of the employees paying into the Plan for the year immediately preceding the increase, then contributions would automatically go up: half a per cent for the employees' contributions, half a per cent for the employers' contributions.

The superannuation people have figured out that the "trigger point," the time when increased benefit payments will equal 1 per cent of the previous year's contributions, will be in April.

That's why contributions will go up in May.

GOT A QUESTION about the Superannuation Plan?

We'll try to answer any enquiries mailed to us at 538 West Broadway, Vancouver V5Z 1E9.

LETTER

'Free country'

Editor, The Guardian; Sir:

I happened to be visiting a friend in the hospital, [and] had lunch in the dining room.

On the table was a *Guardian*, from Local 180.

I started to read it. Near the back of the paper, I see where you're asking for boycotts of non-union businesses, some [of which] were on the [B.C. Federation of Labour's] hot list.

That did it, so I'm writing to you.

I always thought this was a free country, and as long as a non-union place minds their own business, why don't you mind yours?

It isn't fair (or right) for you to tell people who to patronize and who not to.

The more I hear and read about unions, the less I think of them.

Please stick to your hospitals, as they are in a real mess in every way.

AN EX-UNION MEMBER
(thank goodness)
North Vancouver

EDITOR'S NOTE: It has long been the policy of the HEU to support boycotts of businesses and organizations which have been declared "unfair" or "hot" by other trade unions or trade union bodies.



**1976
DUES RECEIPTS**
now available from Unit secretaries