

**HOSPITAL
EMPLOYEES
UNION**

**LOCAL
80**

MARCH-APRIL, 1979

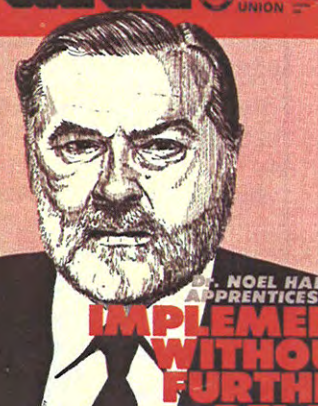
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(Page 16)

THE HOSPITAL GUARDIAN

Guardian HOSPITAL

The **Guardian**

HOSPITAL
EMPLOYEES'
UNION



DR. NOEL HALL ON
APPRENTICESHIP

**IMPLEMENT
WITHOUT
FURTHER
DELAY**

A yellow rectangular page with a black border. In the center, the number '30' is written in large, bold, red block letters with a black outline. Below the number, the words 'PAGE 4' are written in large, bold, orange block letters with a black outline. In the top right corner, there is a white rectangular box with a black border containing the text 'PAGE 8' in black. Along the top edge, there are some small, faint markings and a blue header area with some illegible text.

"In humble dedication to all those who toll to live"

The Hospital Guardian

Official Magazine of the



**HOSPITAL
EMPLOYEES'
UNION** LOCAL
180

The Hospital Guardian was published six times a year by the Provincial Executive of the Hospital Employees' Union, Local 180, under the direction of an Editorial Committee whose members were:

W. D. BLACK **J. D. GEROW**
JOHN DARBY **JUNE BRADBURY**
GORDON MacPHERSON

This Editorial Committee was responsible to the Provincial Executive of the Union, elected by delegates to the eleventh biennial convention, held in October, 1978. Those so elected are:

W. D. BLACK President	J. D. GEROW Secretary- Business Manager
JOHN DARBY Financial Secretary	JUNE BRADBURY First Vice-President
GORDON MEAGHER Second Vice-President	CLIFF WEISNER Third Vice-President
LARRY RICHARDS Fourth Vice-President	MAURICE SMITH Fifth Vice-President
GORDON MacPHERSON Senior Trustee	STEVE POLAK Trustee I
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SHEILA McMAHON Regional Vice-President Kootenays	WANDA RICKETTS Regional Vice-President Lower Mainland I
RENA GREENWOOD Regional Vice-President Lower Mainland II	ALBERTA DORVAL Regional Vice-President North
DENNIS JEFFERY Regional Vice-President Okanagan	GARRY CARLSON Regional Vice-President Vancouver Island

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STEPHEN BREWER

Editor

MEMBER



BARGAINING

Court rejects bid

The Supreme Court of British Columbia has refused to grant an application by seven Lower Mainland private hospitals to have the award of an arbitration board constituted under the Essential Services Disputes Act either set aside or effectively gutted.

Mr. Justice Craig Munroe refused the application the same day it was presented, March 2.

Instead, he referred the award back to the three-member board which originally handed it down, "for clarification".

The board's members include Victoria lawyer Dermott Owen-Flood, who is chairman, HEU nominee Marguerite Jackson and HLRA nominee Peter Archibald.

The Owen-Flood Award was handed down in mid-January, to replace a contract which expired June 30, 1977.

It covered about 450 workers at Altamont, King George, Florence Nightingale, Ladner, Parkridge and Inglewood private hospitals.

Set to expire March 31, 1980, it was described in January as a "major breakthrough" for the province's independent health care facility field by Staff Representative Sharon Yandle.

For four of the affected hospitals, it provided for substantial new benefits to be added to the contract, including compassionate leave, medical plan coverage and paid sick leave.

(The remaining three private hospitals already had these benefits incorporated into existing collective agreements. The benefits had been included in an earlier agreement for the affected four, but all had been gutted by the federal government's anti-union wage control program.)

All seven hospitals were affected by other additions to the benefits package owing Union members, including injury-on-duty leave, provision for 11 statutory holidays, a dental plan and improved vacation benefits.

The employers refused to implement the total contract after it had been awarded, a move which prompted workers at five of the private hospitals to stage protest actions on February 5.

Those workers returned to their jobs only after the province's Labour Relations Board promised to hold hearings on the issue, a promise it kept with a formal hearing in mid-February.

The LRB found the employers were in violation of the province's Labour Code, but did not issue a formal order for them to implement the Owen-Flood Award until February 28.

Still, the employers refused to implement

the award, going instead to the Supreme Court on March 2.

The newly clarified collective agreement, Sister Yandle told THE GUARDIAN, was expected to be finalized as quickly as possible.

In other bargaining, the Union is preparing to sign a first contract with the owners of Willingdon Private Hospital, based on the contract awarded last year at Kensington and Normandy private hospitals (GUARDIAN, September-October, 1978).

The new Willingdon contract is the first private hospital agreement to guarantee the workers it covers a special leave clause.

Like the earlier contract, it brings the workers it covers to within 10 per cent of wage parity with the provincial master contract by the time it expires, on April 30, 1980.

In Nelson, meanwhile, workers at the Medical Associates Clinic took a government-supervised strike vote March 3, voting 65 per cent in favour of strike action to force a collective agreement from their employers, a group of West Kootenay physicians.

Also in Nelson, mediation talks at Willowhaven Lodge were continuing at press time, while negotiations had also gotten underway for new contracts at Vancouver's Edith Cavell Private Hospital, North Vancouver's Kiwanis Lynn Manor, Victoria's Rose Manor, Port Hardy Hospital and Vernon's Noric Lodge.

The Union was still waiting, again at press time, for a three-member arbitration board to hand down its contract covering workers at Burnaby's New Vista Lodge.

In the only other bargaining news, hearings on the issue of re-opening wage rate talks between the HEU and the Health



You're about 20 strokes over par.

Labour Relations Association have been scheduled for late April.

The three-member arbitration board considering the case — which includes Chairman Dalton Larsen, HEU nominee J. D. Gerow and HLRA appointee Gordon Austin — will decide what increase, if any, Union members are to get (over the seven per cent they already receive) in 1979.

Increases, if awarded, will be retroactive to January 1, 1979.

HEU, staff sign contract

After 14 months of negotiations, HEU and the union representing its staff have signed a new contract which will give the workers a 12 per cent pay increase.

The new contract — which replaces one which expired December 31, 1977 — is a two-year agreement, which gives Hospital Employees' Staff Union members a four per cent pay hike for 1978 and an eight per cent increase for this year.

With the exception of several changes to an existing Long Term Disability Plan, no changes were made to benefits contained in the old contract.

The major dispute in the lengthy contract negotiations was the staff union's insistence on retention of a clause which allowed either party to refer stalled talks for a replacement contract to a binding arbitration board.

The new agreement provides a mediation board with the authority to resolve — with binding recommendations — disputes over wages, hours of work and any other matters both the HESU and HEU agree to refer to it.

HESU members ratified the agreement at a Vancouver meeting in mid-January.

OTHER UNIONS

Association struck by OTEU

After more than a year of fruitless bargaining aimed at bringing them under the protection of a provincial master contract, 19 employees of the Registered Nurses' Association of British Columbia — members of Local 15, Office and Technical Employees' Union — have gone on strike.

The workers, all clerical and secretarial staff at RNABC's Vancouver provincial office, set up their picket line at noon, March 2.

"The picket line isn't really affecting us, though we have been slowed down somewhat," RNABC Director Marilyn Carmack told THE GUARDIAN three days after the strike began.

That contention was challenged by Sister Opal Skilling, Local 15's chief business agent.

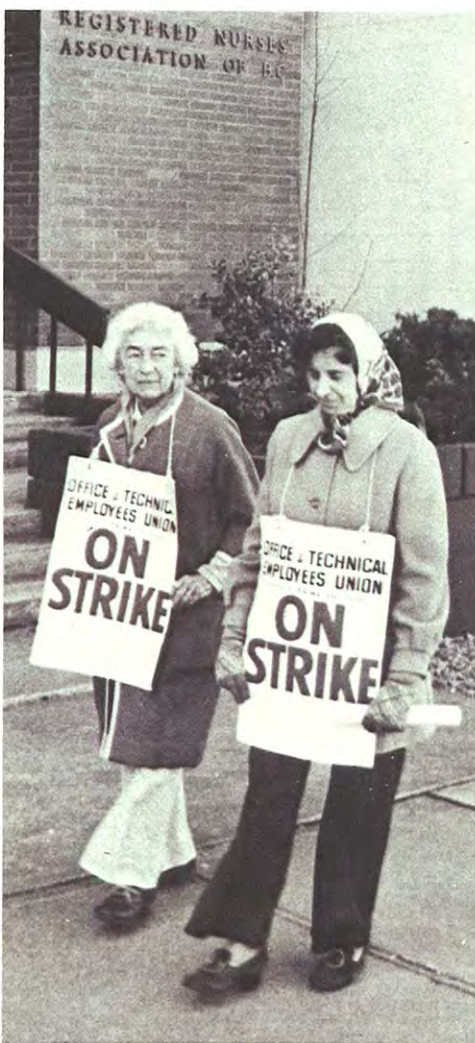
She pointed out that, even in the unlikely event the exodus of all the Association's clerical staff was not hampering the running of its business, the refusal by the majority of the RNABC's Labour Relations Division's staff to cross the picket line is "definitely changing something".

Carmack said the sole issue in dispute between her Association and the OTEU is hours of work: the union wants a reduction in the daily hours of work from seven hours to 6½.

Sister Skilling denied the contention, saying the workers had decided — after being without a contract since February 28, 1978 — that they would settle for nothing less than the OTEU's provincial master agreement, already signed by 79 other trade unions in the province.

"These people want to act like trade un-

ionists when it's for their own benefit, but refuse to do so when it's for someone else's, for their own workers," she said.



OTEU PICKETERS

The switch in roles was frankly admitted by Nora Paton, chief executive officer of the RNABC Labour Relations Division (one of the handful of LRD workers to cross the OTEU line):

"People who work for unions have the same right to strike as other workers," she told THE GUARDIAN. "It makes it difficult for us, of course: we have to take off our union hats and put on our management hats."

It makes it difficult, too, for the British Columbia Federation of Labour — the RNABC is not an affiliate of the BCFed, while the OTEU is (in fact, Local 15 is the bargaining agent for the BCFed's clerical and secretarial employees).

BCFed Information Officer Tom Fawkes told THE GUARDIAN it was "doubtful" the Federation would declare the RNABC an unfair employer, a move which could allow other trade unionists to refuse to move any goods bound for, or coming from, the Association (most union contracts allow their members to refuse to process material for an employer who has been designated "unfair" by the BCFed).

An unfair declaration would slow, if not halt, things such as the flow of mail to and from the RNABC offices, telephone service and the delivery of office supplies.

Brother Fawkes said an unfair declaration could come only if the OTEU requested it, then convinced the BCFed executive it was necessary.

"Whether we would go so far as to declare another trade union — even an unaffiliated one — unfair is doubtful," he said.



BREWER

Exactly 29 years after the first issue was printed on an HEU Gestetner machine, THE GUARDIAN is publishing its last issue as a magazine.

This issue — also the last to be produced by the magazine's editor of three years, Brother Stephen Brewer — will mark the last time the "official voice of the Hospital Employees' Union, Local 180" will appear in its familiar nine-inch-by-12-inch bound format.

Acting on recommendations put forward late last year in a special report prepared following the January, 1978, reader survey, the HEU provincial executive has endorsed a move away from the magazine format and into the production of a tabloid newspaper.

The magazine was first published in March, 1950, without a name (its cover for that first issue, reproduced on this month's front page, bore only the legend "Hospital Employees' Federal Union, 180").

"It has long been the intention of the General Office [*located then in Room 116 of the Vancouver Labour Temple, two blocks east of the present provincial office*] to publish some form of monthly bulletin which would keep the various sections informed of the activities of the General Office and the many sub-locals within our organization," Brother W. M. (Bill) Black, the then-secretary-business manager, said in his letter of introduction to Volume 1, Number 1.

The "monthly bulletin" somehow never happened, perhaps because the staff of the Union, already burdened with the varied tasks of building HEU from a handful of Lower Mainland workers into the mass fraternity of British Columbia health care employees it is today, simply couldn't find the time to produce it that often.

But the idea of keeping the membership of the burgeoning Union informed remained the motivation for THE GUARDIAN for all 29 years of its life.

That same idea, paradoxically, is also what has spelled the demise of the magazine: Faced with the ever-increasing need to get information to the membership as quickly as possible and demands for more information than ever before, the reader survey concluded continued production of a magazine format was impractical.

What is known as "lead time" — the period between the delivery of prepared copy to the printers and their delivery of the pre-

—Sharron Levine photo

pared magazine to the Union — is of crucial importance in the process.

Lead time for a magazine is somewhere between two and three weeks; for the "new" tabloid newspaper format, it will shrink to a matter of a few hours.

Obviously, the switch to the newspaper concept will mean the timeliness of the stories will be improved considerably, thus meeting a major criticism of the publication in the reader survey.

Though "THE GUARDIAN" was first produced in March, 1950, it did not appear with its present name until almost five years later, in January, 1955, when editorial control was passed from the secretary-business manager to the HEU's education and contract committee.

Editorial control soon passed from that committee to the financial secretary, a precedent which was to stand for more than 18 years, when the first professional newspaperman was hired to replace Brother John Darby — who had inherited the job when he was elected financial secretary in 1968 — as editor of THE GUARDIAN.

In that time, what had started as a mimeographed newsletter had grown into a full-fledged magazine, passing through a brief period as a newspaper before reverting to

magazine format, and using no fewer than five mastheads (the magazine's front-page logo).

With the hiring of the first professional editor — Brother Don Collins, a Victoria newsman — the tone and look of the magazine began a series of gradual dramatic transformations.

In October, 1973, Volume X, Number 4, became the first issue to feature full-colour reproduction of photographs.

The use of full-colour reproduction continued until the decision, in January, 1977, to revert to the use of only one colour per page (though full-colour was still used for "special" editions, usually each December), to cut lead time for production (use of full-colour adds a full two weeks to production time).

Brother Collins was replaced as editor, after he left his Union position in late 1973, by Brother Bob Blakey, another professional newsman who returned to Canada to join the HEU staff from a job as an editor for the Mexico City *Daily News*.

Brother Blakey remained as editor until April, 1976, when he resigned to travel to Europe.

Along the way, he was awarded a second place Award of Merit for his production of



COLLINS



BLAKEY

the magazine by the International Association of Business Communicators in British Columbia, a professional editors' group (in September, 1975).

Brother Brewer joined the Union staff in April, 1976, exactly three days before the industry-wide strike that month which ended more than 30 years of strike-free collective bargaining in British Columbia's hospital industry.

He has produced 17 issues of THE GUARDIAN since then, picking up two first-place Awards of Excellence from the IABCBC for his production efforts in the

HOSPITAL GUARDIAN
HOSPITAL EMPLOYEES' FEDERAL UNION, LOCAL 181

1955

Hospital Guardian
1956

The
Hospital Guardian

1959

Featured on this month's cover are the covers of 15 past issues of THE GUARDIAN — and one "cover" which is printed now for the first time.

The 15 are reproductions of some of the issues which reported significant landmarks in HEU's history, or which were significant in and of themselves.

The sixteenth cover, the one in the lower right, announces the story on page 4 of this issue, the story reporting the end of magazine format for THE GUARDIAN.

The - 30 - is traditionally journalistic, the symbol used to write "The End", both of each news story sent to the typesetters and, equally traditionally, the symbol used to announce the last edition of a magazine or newspaper.

Surprisingly enough, the symbol itself is related to trade unionism: It was first used by typesetters paid for their work according to an hourly rate, an innovation dreamed up by the International Typographical Union to replace the old practice of paying them according to how many inches of type they actually set in a day.

Employers, anxious to keep production up, insisted the

THE HOSPITAL GUARDIAN
1960

The Hospital
Guardian

1977

typesetters somehow indicate how much type they set before lunch and before leaving in the afternoon.

The - 30 - came to be used as a standard indication that the typesetter had gone to lunch — for half an hour — at this point in his work.

Since the typesetters almost always finished setting a story before going for lunch, it began to appear at the end of stories.

Gradually, its use spread to indicate the end of all stories, rather than just the ones set immediately before lunch. From there, it spread eventually to the cover or front page of the last issue of any publication.

The - 30 - on our last cover runs under the fifth masthead — the designed name of the publication at the top of the cover — used by THE GUARDIAN in its 29-year history.

The name itself was first used in January, 1955; by December of that year, the mast had been re-designed to make it more readable, into a form used until 1959, when the magazine became, briefly, a newspaper.

In early 1960, when it again became a magazine, the mast used until January, 1977, was introduced.

process.

Those issues have seen many radical changes in the style of the magazine, including the design of a new masthead and the "departmentalization" of stories into any of many general headings, such as *Organizing*, *Bargaining* or *Awards*.

Regular features, including a *Superannuation* column, a *Parting Shot* cartoon, and a *Letters* section, were also added.

The decision to cut back from full-colour production was made and implemented.

Finally, early last year, the readers were asked what they thought about it all.

Their responses showed they were pleased with both the quality and content of the magazine, but that they wanted more information and wanted it faster.

Their demands for both spelled the end of THE GUARDIAN as a magazine . . . but they also heralded the beginning of a new Union publication, one better suited to the needs of HEU's membership in 1979 and beyond.

'Battle of budget' begun

Unless the budgetary limitations imposed on hospital boards last year by Health Minister Bob McClelland are rescinded, one of every 10 British Columbia health care workers could disappear within months.

This was the message the HEU took to all British Columbians in late February, when it placed ads in virtually every newspaper in the province with an appeal for help in fighting the restrictions.

The quarter-page ads (*Vancouver's Express*, published by striking and locked out union employees of Pacific Press Ltd., printed a full-page ad) ran under the heading "HOSPITAL BUDGET RESTRICTIONS: They're going to cost us our jobs . . . They could cost you your life".

Printed at a cost approaching \$22,000, they informed newspaper readers about the budget restrictions (*GUARDIAN*, *January-February*), explained how they made it impossible for hospital boards to meet existing contract guarantees and called upon readers to verify the subsequent drop in the level of health care at their local hospital with its board of trustees.

The ads pointed out that many hospital boards, administrators and doctors have al-

ready voiced similar concerns over the question of budget restrictions, thus driving home the point that the issue was not just another confrontation between management and a trade union.

"We hope these ads will be the beginning of a grass-roots awareness of the very real problems budget limitations are creating in every community in British Columbia," Secretary-Business Manager Jack Gerow said.

The Union ads followed advertising placed in Victoria newspapers late last year by the medical staff of Royal Jubilee Hospital, warning residents in the province's capital that the budget restrictions would result in a lower standard of health care than they had traditionally enjoyed.

The boards and administrators of both major Victoria general hospitals — Royal Jubilee and Victoria General — have announced they cannot pare their budgets according to McClelland's formula and still operate their hospitals effectively (*GUARDIAN*, *January-February*).

Boards and administrators at other hospitals around the province have made similar statements to their local media.

New members' kit ready soon

Units inducting new members will soon be able to give them an *HEU New Member's Kit*, which will offer a brief history of the Union, copies of both the current collective agreement and constitution and a summary of the benefits of Union membership.

The kits — now in production — are designed to replace the *Welcome to Local 180* folders HEU has used to introduce itself to new members for many years. (Those folders have been out of print for more than a year, while the kits were readied.)

Printed as a cardboard folder, each kit will include a flap on the inside front cover, creating a pocket for the bound editions of the contract and constitution, a four-page history of HEU, and a second pocket on the inside back cover, holding a series of nine reference cards outlining the important pro-

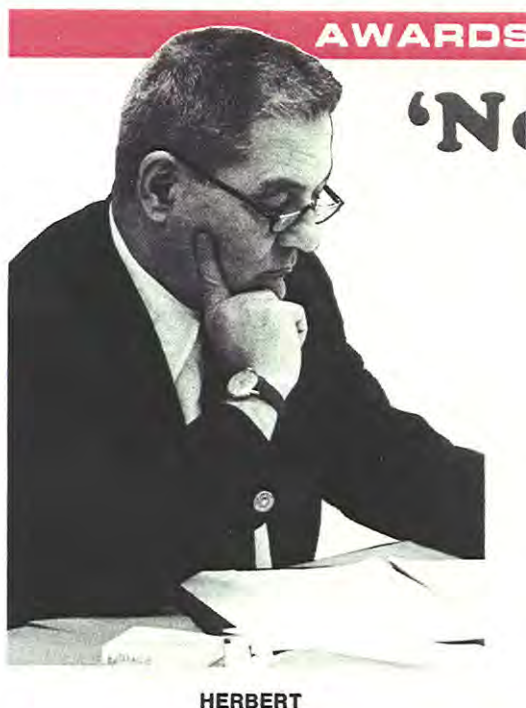
visions of the contract and cross-referencing related sections of the contract.

The back cover will feature a space in which the new member can write the names and telephone locals of Unit officers and shop stewards, as well as the regular monthly meeting date of their Unit.

Initially more expensive than the old-style folders, the kits should — in the long run — save HEU valuable dollars, since each is designed for maximum usability.

If a benefit is changed by a new contract, only the card detailing that benefit will have to be reprinted, instead of the entire folder.

Additionally, the new format offers greater flexibility, since health care institutions not covered under the provincial master contract will be able to write their own cards to detail local benefits and protection.



HERBERT

'Quit job'?

By PETER CAMERON

Reprinted from *The CAIMAW Review*

The scene is a large manufacturing plant.

A worker with eight years seniority has just been told by his supervisor that he isn't doing his job properly.

The worker is upset and asks for some explanation.

No adequate explanation is given, and the conversation becomes heated.

In frustration, the employee decides he has taken enough and says, "I quit".

Later, the worker cools down and decides he still wants the job.



Don't worry Mrs. Whitehead, just because I don't know what it is doesn't mean I don't know how to treat it.

Bad faith' in Northern promotion

The Prince George Regional Hospital's personnel director was not guilty of bad faith in awarding a nursing unit clerk's job to a junior applicant in early 1977, despite the fact that she changed job requirements for the position before filling it, an arbitrator has ruled.

Arbitrator Ray Herbert made the ruling in an award handed down in November, 1978, saying he recognized the hospital's handling of the promotion was "to some degree heavy-handed".

But, he added, he could not conclude "the employer acted in bad faith, with bias or malice".

The grievance arose when two HEU members applied for a nursing unit clerk's job in March, 1977; one had eight year's seniority, the other only a year-and-a-half.

The position was awarded to the junior applicant and a grievance was launched.

Attempts to resolve the grievance through the usual channels failed, and the Union served notice in September, 1977, that it intended to go to arbitration with the matter.

In November that same year, the hospital advised the Union that — as a result of an arbitration award in Nanaimo (*GUARDIAN*, November-December, 1977) — it felt there had been "an unintentional defect in our selection procedure" and that all interested candidates for the unit clerk's position would be "re-evaluated".

A part of the re-evaluation, however, called for a typing test, which the senior applicant refused to take — she did not type, and the original job posting did not call for typing skills for the position.

In evidence given before the arbitrator, the hospital's personnel director "quite frankly stated that she had introduced the typing requirement in postings in the summer of 1977 as a result of the [original] grievance".

"She agreed that typewriters were not intensively used in the past," Herbert went on in his summation of her evidence, "but said it was the desire of the hospital that they be used more, and more [machines] were being provided."

SHOP STEWARD'S NOTEBOOK

Arbitrator rules 'not so'

The company, however, has decided to hold him to his statement.

A grievance is launched and the company replies that "the man resigned or quit by his actions or statements".

The situation just described was the subject of a recent arbitration case involving Flyer Industries in Winnipeg and CAIMAW Local 3. The same problem has come up from time to time in other operations, and shop stewards should know how to handle it.

Before going any further, I want to make it clear that we are not discussing the situation in which an employee is discharged and a grievance would be absolutely hopeless, so the employee is allowed to "quit" as a form of settlement that leaves him without a "discharge" on his employment record.

Even in those situations, however, the facts must be considered carefully: Employees are sometimes intimidated into "quitting" to protect their record when, in fact, if they fought their case they would stand a good chance of having management's decision reversed or reduced at arbitration.

"Quitting" can only be considered as a basis for settlement under particularly unfavourable circumstances, and it should **never** be permitted where the worker feels pressured into it without fully understanding their right to appeal management's decision.

In situations like the Flyer case, the arbitrator looks at all the circumstances in order to determine whether or not the employee actually intended to sever the employment relationship.

As another arbitrator said in a decision almost 30 years ago:

"An employee who wishes to leave the employ of the Company must first resolve to do so and he must then do something to carry his resolution into effect."

"That something may consist of notice, as specifically provided for in the Collective Agreement, or it may consist of conduct, such as taking another job inconsistent with re-

maining in the employ of the Company."

Arbitration decisions since this early case have adopted the same reasoning.

Arbitrators recognise that a simple statement of resignation (for example, "I quit") may reflect only a sense of frustration or anger, rather than a real intention to quit.

For that reason, arbitrators will look for evidence of some conduct by the employee which confirms that he really did intend to quit.

Moreover, the conduct will be looked at in a common-sense manner, considering all the circumstances.

For example, a single impulsive act like stomping off the job may be evidence of insubordination, but it would not necessarily prove an intention to quit.

Where an employer makes the argument that the employee has quit, some arbitrators have ruled that the employer can't then change horses and also argue that, even if the employee didn't quit, s/he was properly discharged anyway.

In most cases, however, arbitrators allow the employer to make both arguments.

In the Flyer case, the arbitrator ruled that the employee had **not** quit.

However, he went on to rule that some discipline (not discharge) was warranted, and substituted a suspension.

It is important that stewards realize that there is a right to grieve these so-called "quits", otherwise an employee's momentary outburst could result in drastic and unfair consequences to the individual.

(Shop stewards wanting to research this subject further can consult Brown and Beaty's *Canadian Labour Arbitration*, pages 393 to 397.)



ONE...

...or the other.

The choice is yours. When you leave your job at any British Columbia hospital, you can get an application for an HEU Honourable Withdrawal Card from your Shop Steward. You can fill it out and get your card from the Provincial Office.

Then, when you go back to work, at your old job or one at any other HEU hospital, you can hand over your card and avoid paying a ten dollar initiation fee. Or you can forget the card... and then you can pay the ten dollars.

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AWARDS

'No bad faith' in Northern promotion



HERBERT

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A part of the re-evaluation, however, called for a typing test, which the senior applicant refused to take — she did not type, and the original job posting did not call for typing skills for the position.

In evidence given before the arbitrator, the hospital's personnel director "quite frankly stated that she had introduced the typing requirement in postings in the summer of 1977 as a result of the [original] grievance."

"She agreed that typewriters were not intensively used in the past," Herbert went on in his summation of her evidence, "but said it was the desire of the hospital that they be used more, and more [machines] were being provided."

'Quit job'? Arbitrator rules 'not so'

By PETER CAMERON

Reprinted from *The CANADIAN Review*

The scene is a large manufacturing plant. A worker with eight years seniority has just been told by his supervisor that he isn't doing his job properly.

The worker is upset and asks for some explanation.

No adequate explanation is given, and the conversation becomes heated.

In frustration, the employee decides he has had enough and says "I quit".

Later, the worker cooks down and decides he still wants the job.

The company, however, has decided to hold him to his intention and the company says that "the man resigned or quit by his actions or statements".

The situation just described was the subject of a recent arbitration case involving Flyer Industries in Winnipeg and CANADAW Local 3. The same problem has come up from time to time in other operations, and shop stewards should know how to handle it.

Before going any further, I want to make it clear that we are not discussing the situation in which an employee is struggling and a grievance would be absolutely hopeless, so the employee is allowed to quit as a form of settlement that leaves him without a "discharge" on his employment record.

On the other hand, however, the fact that an employee would "quit" is not to be considered "carefully". Employees are sometimes intimidated into "quitting" to protect their record when, in fact, if they fought their case they would stand a good chance of having management's decision reversed or reduced at arbitration.

"Quitting" can only be considered as a basis for settlement under particularly unfavourable circumstances, and it should never be permitted where the worker feels pressured into it without fully understanding their right to appeal management's decision.

In situations like the Flyer case, the arbitrator has ruled that the employee has the right to determine whether or not the employee actually intended to sever the employment relationship.

As another arbitrator said in a decision almost 30 years ago:

"An employee who wishes to leave the employ of the Company must first resolve to do so and he must then do something to carry his resolution into effect."

That something may consist of notice, as specifically provided for in the Collective Agreement, or it may consist of conduct, such as taking another job inconsistent with re-

maining in the employ of the Company."

Arbitration decisions since this early case have adopted the same basic principle: an employee must first resolve to leave the employ of the Company (for example, "I quit") may reflect only a sense of frustration or anger, rather than a real intention to quit.

For that reason, arbitrators will look for evidence of some conduct by the employee which confirms that he really did intend to quit.

Moreover, the conduct will be looked at in a common-sense manner, considering all the circumstances.

For example, a single impulsive act like snuffing off the job may be evidence of insubordination, but it would not necessarily prove an intention to quit.

Where an employer makes the argument that the employee has quit, some arbitrators have ruled that the employer can't then change horses and also argue that, even if the employee didn't quit, s/he was properly discharged anyway.

In most cases, however, arbitrators allow the employer to make both arguments.

In the Flyer case, the arbitrator ruled that the employee had not quit.

However, he went on to rule that some discipline (not discharge) was warranted, and substituted a suspension.

It is important that stewards realize that there is a right to grieve these so-called "quits", otherwise an employee's resignation could be used to discipline and unfairly consequences to the individual.

(Shop stewards wanting to research this subject further can consult Brown and Barkby's *Canadian Labour Arbitration*, pages 393 to 397.)



Don't worry Mrs. Whitehead, just because I don't know what it is doesn't mean I don't know how to treat it.

STATEMENT FOR 1978

Revenue & Expenses

	1978	1977 (Note 3)
REVENUE		
Dues and initiation fees	\$2,182,145	\$1,946,934
Less: Rebates to Units	210,611	187,899
	1,971,534	1,759,035
Interest	53,572	18,473
	<u>2,025,106</u>	<u>1,777,508</u>
EXPENSES		
Salaries and employee benefits:		
Salaries	495,099	412,191
Employee benefits	46,317	37,398
	541,416	449,589
Office and other expenses (Schedule)	406,446	355,130
Contractual negotiations and policy decisions:		
Negotiations, conciliations and arbitrations	77,598	57,176
Provincial executive	28,869	17,505
Wage policy conference	—	63,761
Job evaluation	185,086	98,635
	291,553	237,077
Regional office expenses (Schedule)	237,533	204,620
Convention and seminars:		
Convention	158,421	—
Seminars	43,422	84,241
	201,843	84,241
Servicing and organizing	70,602	67,897
Per capita tax	1,320	850
	<u>1,750,713</u>	<u>1,399,404</u>
EXCESS OF REVENUE OVER EXPENSES FOR THE YEAR	<u>\$ 274,393</u>	<u>\$ 378,104</u>

Reserve

	1978	1977 (Note 3)
BALANCE AT BEGINNING OF THE YEAR	\$ 782,278	\$ 404,174
Add: Excess of revenue over expenses for the year	274,393	378,104
BALANCE AT END OF THE YEAR	<u>\$1,056,671</u>	<u>\$ 782,278</u>
COMPRISING THE FOLLOWING:		
Appropriated — Defence Fund	\$ 524,500	\$ 225,000
Political Education Fund	100,000	—
Death Benefit Fund	10,000	10,000
	634,500	235,000
Unappropriated — General Fund	422,171	547,278
	<u>\$1,056,671</u>	<u>\$ 782,278</u>

Changes in Financial Position

	1978	1977 (Note 3)
SOURCE OF FUNDS		
Excess of revenue over expenses for the year	\$ 274,393	\$ 378,104
Add: Charges not requiring the use of funds:		
Depreciation and amortization	12,701	12,817
	<u>287,094</u>	<u>390,921</u>
APPLICATION OF FUNDS		
Purchase of fixed assets	21,351	22,410
Purchase of shares	311	5,160
	<u>21,662</u>	<u>27,570</u>
INCREASE IN FUNDS FOR THE YEAR	265,432	363,351
FUNDS AT BEGINNING OF THE YEAR	619,664	256,313
FUNDS AT END OF THE YEAR	<u>\$ 885,096</u>	<u>\$ 619,664</u>
Represented by:		
Current assets	\$1,071,693	\$ 717,685
Less: Current liabilities	186,597	98,021
	<u>\$ 885,096</u>	<u>\$ 619,664</u>

Schedule of Office and Other Expenses, and Regional Office Expenses

	1978	1977 (Note 3)
OFFICE AND OTHER EXPENSES		
Legal fees	\$ 75,598	\$ 40,215
HOSPITAL GUARDIAN	70,198	61,746
Stationery and office supplies	47,778	41,374
Data processing	31,321	51,944
Printing, advertising and subscription	26,901	32,554
Telephone and telegraph	26,822	19,990
Rent	21,730	11,973
Severance pay	20,064	16,142
Death benefit payments	17,950	14,100
Heat, light, repairs and maintenance	13,458	12,714
Audit and accounting	13,299	6,405
General	9,781	10,394
Property taxes	7,744	6,542
Union pins	7,657	3,394
Donations and gifts	3,240	2,126
Bank charges and interest	126	3,633
Uniforms	78	7,067
Depreciation and amortization	12,701	12,817
	<u>\$ 406,446</u>	<u>\$ 355,130</u>
REGIONAL OFFICE EXPENSES		
Kelowna	\$ 95,454	\$ 91,625
Victoria	90,849	74,820
Prince George	51,230	38,175
	<u>\$ 237,533</u>	<u>\$ 204,620</u>

To the Members, Hospital Employees' Union, Local 180

In our opinion, these consolidated financial statements present fairly the financial position of the Union as at December 31, 1978, and the results of its operations and the changes in its financial position for the year then ended, in accordance with generally-accepted accounting principles applied on a basis consistent with that of the preceding year.

Assets

Assets		Liabilities	
CURRENT	1976	CURRENT	1976
Cash	\$ 119,146	Accounts payable	\$ 169,320
Term deposits	790,000	Due to Securities Pay. Trust Fund	12,227
Depos and accrued interest receivable	345,449	Contractual Grant (Note 4)	186,997
Proportional expenses	1,071,693		117,843
	10,800		304,440
DEATH BENEFIT FUND	10,800	SEVERANCE PAY	
SEVERANCE PAY		TRUST FUND (Note 2)	
Unpaid severance pay	190,566		
Due from General Funds	17,477		
	117,843		
FIXED, at cost (Note 1)	10,471	RESERVE	
Building	27,308		
Parking lot	115,421		
Office furniture, fixtures and equipment	691		
	98,993		
Less: Accumulated depreciation	242,411		
	97,997		
Landhold improvements, less amortization	144,818		
	6,290		
	11,158		
	\$ 973,010		
	\$ 1,561,111		

REVENUE

	1978	1977 (Note 3)
REVENUE		
Dues and initiation fees	\$2,182,145	\$1,916,934
<i>Late</i> Rebates to Units	210,611	187,899
	1,971,534	1,799,035
Interest:	53,572	18,473
	<u>2,025,106</u>	<u>1,777,508</u>

Salaries and employee benefits.

	2001/2002	2002/2003
Salaries	37,208	46,317
Employee benefits	44,117	54,416
Office and other expenses (<i>flexibility</i>)	353,120	406,446
Contractual negotiations and personnel costs	27,598	35,716
Provisions, contingencies and abatements	61,761	78,869
Provisional expense	185,635	183,086
Wage staff conference for evaluation	293,553	291,553
Regional office expenses (<i>flexibility</i>)	201,620	312,333

SOURCE OF FUNDS

	1978	(Note 3)
Excess of revenue over expenses for the year	\$ 274,393	\$ 378,104
<i>Add:</i> Charges not requiring the use of funds:		
Depreciation and amortization	12,701	12,817
	<u>287,094</u>	<u>390,921</u>

Purchase of shares

	1997	1998
INCREASE IN FUNDS FOR THE YEAR	265,912	363,351
FUNDS AT BEGINNING OF THE YEAR	619,664	276,313
FUNDS AT END OF THE YEAR	\$ 885,596	\$ 639,665
Represented by:		
Cancer assets	\$1,071,639	\$ 712,685
Lease, Current liabilities	116,597	98,021
	\$ 885,596	\$ 810,706

Schedule of Office and Other Expenses, and Regional Office Expenses

	1976	1977
OFFICE AND OTHER EXPENSES	1978	1979
Legal fees	\$ 75,598	\$ 40,231
Horizontal Guarantees	26,056	26,056
Stationery and other supplies	41,337	41,337
Printing, advertising and reproduction	11,121	51,978
Telephone and telegraph	26,832	26,832
Postage	19,659	19,659
Travel expenses per	3,555	3,555
Death benefit payments	17,590	14,100
Held, light, repairs and maintenance	12,420	12,420
Assets and accounting	15,459	10,838
General taxes	7,244	7,244
Union pays	7,657	3,193
Domination and gifts	3,140	3,140
Bank charges and interest	178	766
Depreciation	12,201	12,201
	\$ 406,466	\$ 351,411
REGIONAL OFFICE EXPENSES		
Victoria	\$ 95,545	\$ 91,626
Princeton	74,848	74,848
Seattle	51,520	51,520
Port George	237,433	280,666
	\$ 237,433	\$ 280,666

EXCESS OF REVENUE OVER
EXPENSES FOR THE YEAR

EXPENSES FOR THE YEAR	\$ 274,393	\$ 378,104
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26

<i>add:</i> Excess of revenue over expenses for the year	274,593	178,101
BALANCE AT END OF THE YEAR	\$1,016,671	\$ 782,276
COMPARISON THE FOLLOWING:		
Appropriated—District Fund	\$ 524,540	\$ 223,000
Political Education Fund	10,000	10,000
District Benefit Fund	634,500	235,000
	<u>\$2,127</u>	<u>\$16,252</u>
Unappropriated—General Fund	\$1,025,671	\$ 782,276

1. SIGNIFICANT ACCOUNTING POLICIES

- (b) **Description** and amortization of fixed assets have been established.
- (c) **Accruals** at the end of the year have been determined.
- (d) **Amortization** of fixed assets has been determined.
- (e) **Depreciation** of fixed assets has been determined.
- (f) **Provisions** for contingencies have been determined.
- (g) **Reserves** for contingencies have been determined.
- (h) **Provisions** for contingencies have been determined.
- (i) **Provisions** for contingencies have been determined.
- (j) **Provisions** for contingencies have been determined.
- (k) **Provisions** for contingencies have been determined.
- (l) **Provisions** for contingencies have been determined.
- (m) **Provisions** for contingencies have been determined.
- (n) **Provisions** for contingencies have been determined.
- (o) **Provisions** for contingencies have been determined.
- (p) **Provisions** for contingencies have been determined.
- (q) **Provisions** for contingencies have been determined.
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- (t) **Provisions** for contingencies have been determined.
- (u) **Provisions** for contingencies have been determined.
- (v) **Provisions** for contingencies have been determined.
- (w) **Provisions** for contingencies have been determined.
- (x) **Provisions** for contingencies have been determined.
- (y) **Provisions** for contingencies have been determined.
- (z) **Provisions** for contingencies have been determined.

ARDIAN

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As the HEU has already told the people of province's hospitals.

That campaign was a start, the opening round in your Union's battle to ensure your job is secure and to see to it that the patients — who

But we need your help if we are to continue that battle.



**HOSPITAL
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LOCAL
180

You are the only person we can turn to for that information, our only source of statistics.

Take the time to fill out the attached, postage-paid card, then drop it in the nearest post box.

Armed with your information, and your comments, we can continue the fight for your job, and the jobs of your brothers and sisters in your health care facility.


J. D. GEROW
Secretary-Business Manager

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HOSPITAL _____

DEPARTMENT _____

I AM NOW _____ FULL TIME ☐ PART TIME ☐

CASUAL ☐ LAID OFF / HOURS REDUCED ☐

IF YOU WERE LAID OFF, OR HAD YOUR HOURS REDUCED, EFFECTIVE DATE AND REASON GIVEN _____

HAVE LAYOFFS / REDUCED HOURS AFFECTED YOUR DEPARTMENT? YES ☐ NO ☐

HOW MANY EMPLOYEES BEFORE LAYOFFS / REDUCED HOURS? FULL TIME _____ PART TIME _____ CASUAL _____

HOW MANY EMPLOYEES AFTER LAYOFFS / REDUCED HOURS? FULL TIME _____ PART TIME _____ CASUAL _____

HAVE ANY OF YOUR CO-WORKERS LEFT AND NOT BEEN REPLACED? YES ☐ NO ☐

IF SO, HOW MANY? FULL TIME _____ PART TIME _____

WHEN SOMEONE IN YOUR DEPARTMENT IS ILL OR ON HOLIDAY IS A RELIEF CALLED IN? ALWAYS ☐ SOMETIMES ☐ NEVER ☐

HAVE BUDGET RESTRICTIONS AFFECTED YOUR HOSPITAL'S EFFICIENCY, SAFETY, OR HEALTH CARE DELIVERY? YES ☐ NO ☐

IF SO, HOW? _____

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Save children? Fostering a start



—Human Resources photo

MARTEL

It isn't easy to share a family's love and security with another person's child.

But Sister Barbara Cotichini and Brother Jack Martel, both HEU members, are doing a great job doing just that — fostering.

Sister Cotichini currently works four hours a day in the stenographic department at Vancouver General Hospital.

Before that, she worked in the Health Centre for Children, where she became involved with children in times of crisis.

Some of the children she used to see there were dying; others were victims of child abuse.

Sister Cotichini felt she could understand the world of children, particularly its problems, as a result of that experience, so she and her husband decided to expand their family beyond their own two boys, Stephan (three) and Christian (seven).

Actually, her own background would probably have given her the experience she needed to cope with that decision: The eldest girl in a family of five, she helped her mother, with her brothers and sisters and in the nursery where her mother — a registered nurse — worked with retarded children.

"My mother was a natural with children," Sister Cotichini said.

"Barb seems just like her," Sister Pat Mc-

Pherson — a foster child worker with the Vancouver offices of the ministry of human resources — added.

Sister Cotichini's interest in children is supported by her husband of eight years, Tony, whom she met and married in Rome after leaving her native Denmark and before immigrating to Canada.

Mary, their 11-year-old foster daughter, came to live with the Cotichinis when school started in September last year.

She had been in a treatment program, primarily to help her to be herself and not to reflect the difficulties of her emotionally-ill natural mother.

The Cotichinis have built onto that treatment program, offering Mary a chance to be a little girl: to play with dolls, to skate, to read, to have fun as a child, instead of supporting her mother.

She still sees her mother, about every three weeks, when the Cotichinis drive her out for a visit.

She used to get upset after these visits, but now — more and more — takes them in her stride without serious difficulty.

"Our reward has been seeing that the child gets happier — day by day, week by week," Sister Cotichini told THE GUARDIAN.

The child's reward, Sister McPherson said,



—Human Resources photo

COTICHINI

is the chance the Cotichinis have given her to develop normally, a chance she would not have had if she had been forced to grow up with her emotionally-ill mother.

Brother Martel is another HEU member who does "a fantastic job fostering," Sister McPherson said.

He and his wife, Marilyn, have been fostering for three years.

The eldest of four children, Brother Martel and his wife, Marilyn (herself the younger of two adopted children), became interested in fostering because several of their friends were foster parents and because they did not want their son, Brent, to be an only child. (Marilyn has only one kidney and cannot have more children.)

"The Martels," Sister McPherson said, "are an outgoing, happy pair, each radiating love and warmth."

"They contentedly fostered seven newborn babies on a temporary basis, until each moved on to adoption or back to their parents."

While they still had a foster baby, an urgent plea came from human resources, asking if they could care for a six-year-old native boy, Brian.

Brian was forced to leave his Northern B.C. home to travel to Vancouver for kidney

dialysis at Vancouver General. Both he and his sister had eaten "magic crystals", which poisoned their kidneys.

Because of Marilyn's condition and Brother Martel's occupation, both were familiar with the Vancouver General renal program . . . they decided to take Brian.

Six months later, came another call — could the Martels care for Brian's eight-year-old sister, Laura, on perineal dialysis?

Again, the Martels stretched their family.

Meanwhile, they continued to open their home to Susan, now three years old, who has been back and forth between the Martels and her mother since she was eleven months old.

Susie's mother has been trying to rehabilitate herself in a program for alcohol and drug abuse, but — under stress — has sometimes regressed.

"Susie has been lucky that the Martels are always there," Sister McPherson said.

Brother Martel's foster family is complete with 13-month-old Jamie, whose slow development reflects his poor beginning as a newborn suffering from drug withdrawal.

The Martel's noisy, busy family radiates joy and happiness.

Brother Martel and Marilyn are clearly offering each child the best life can offer as long as each needs a home.

That's what fostering is all about.

Children in the care of the ministry of human resources are in constant need of families like the Cotichinis and the Martels. HEU members who feel they could offer help are

asked to contact the local office of the ministry, listed in the White Pages under "Government-British Columbia-Human Resources".

—Human Resources photo



THE CHILDREN

MILESTONES

RETIRED:

—*Brother Joe Pattison*, at Vancouver General Hospital, October 31, 1978. He worked, for 25 of the 29 years he served the hospital, in VGH's physical plant. Forced to retire because of poor health, he served several terms on the VGH Unit executive, was an active delegate to many HEU conventions and contributed many hours to Union activities.

—*Sister Jean Vatkin*, at Boundary Hospital in Grand Forks, December 30, 1978. A member of the housekeeping staff since she assumed her duties at the hospital on March 15, 1962, Sister Vatkin was the first housekeeper in the new Boundary Hospital. One of the first people to join HEU at Grand Forks, she served as the Unit's trustee and was always willing to work on Unit committees.

—*Sister Jennifer Shrimpton*, at Burnaby's Dogwood Lodge, March 31. A nursing attendant since January, 1975, she is described as an avid gardener and a keen fisherwoman. Her plans now include a trip to England.

—*Sister Irene Bell*, at Langley, February 2. A laundry worker since January 1, 1964, she plans — "after 15 years in the basement" — to "come up into the sunlight." Plans include travel, "when finances allow".

—Unit photo



VATKIN

Labour profile

E.P.(Pat)O'Neal

1921 - 1975

In 1947, Tommy Joe Casey jumped ship in Victoria, fed up with conditions on the British merchant vessel *Samadang*.

The 26-year-old native of County Mayo had \$80 in his pocket; he assumed the name of a beloved American uncle, Edward Patrick O'Neal, before starting one of the most colourful — and controversial — careers in B.C. labour history.

His first job in British Columbia was as a boat caulker at a logging camp, where he joined the first of several Canadian unions he was to belong to.

A year later, he was working in mining camps as a member of the Mine, Mill and Smelter workers. His election as secretary of his local union in 1949 began his meteoric rise in the B.C. labour movement.

After a year as a member of the United Fishermen in a Prince Rupert cannery, Brother O'Neal became a member of the International Brotherhood of Pulp, Sulphite and Paper Mill Workers.

Just two years later, he held a position on the B.C. Federation of Labour's executive council and, in 1956, running against the official slate, was elected a vice-president.

Two years after that, he was chosen to fill the top full-time position of the Federation.

At the time of Brother O'Neal's election, the B.C. Fed was a new organization.

His particular talents served the needs of the new organization well during its formative years.

In 1966, Brother O'Neal resigned suddenly to become Western Organizer for his old union, the International Brotherhood of Pulp, Sulphite and Paper Mill Workers, then locked in a bitter struggle with the break-away Pulp and Paper Workers of Canada.

Brother O'Neal waded into the fray in characteristic fashion and made a significant initial impact until, early in 1967, it was revealed that he had arranged for the "bugging" of the Vancouver hotel rooms of some of his PPWC rivals.

Although the subsequent judicial enquiry dealt kindly with him and devoted equal criticism to the activities of the PPWC leaders, Brother O'Neal resigned his position on the B.C. Fed's executive council.

Fighting back opposition in his own union, he remained in a prominent and powerful position in the province's labour movement until his sudden death in 1975.

Brother O'Neal's son Patrick, is a law student who worked for the Union full-time last summer. He currently puts in one day each week at the provincial office.



I understand the people around the hospital call you "Dr. Oops".

JOB EVALUATION

Winners become losers with JCJE



WILKINSON

ROLFE

Implementation of the job evaluation wage line now being proposed by two members of the Joint Committee on Job Evaluation (JCJE) would see half of the Union's members eventually losing money from their paycheques.

The proposal — signed by JCJE Chairman Hugh Wilkinson and the Health Labour Relations Association's Bill Rolfe — would red circle 50 per cent of the job positions under HEU jurisdiction and a like percentage of Union members.

Under the Wilkinson-Rolfe proposal, 80 per cent of all evaluated male positions in British Columbia hospitals would be red circled.

One-quarter of all evaluated female positions would also be red-circled.

The effect: eight of every 10 male positions in the province's hospitals and health care facilities would lose an average of \$111 a month; 25 per cent of all female positions would lose an average of \$28 a month.

Under the terms of the JEP clauses in the provincial master agreement, this would

mean the workers in these positions would continue to receive negotiated pay increases only until the end of 1981, since they would have been judged to be getting too much money for the work they are performing.

After December 31, 1981, they would get only one-half of negotiated pay raises, until their actual pay rate caught up with what the Wilkinson-Rolfe proposal decreed they should be getting.

The "balance" for these great losses proposed under Wilkinson-Rolfe would be retroactive pay increases — which average less than \$48 a month, before taxes — for that half of the membership not red circled (in other words, 20 per cent of male workers would get increases, 75 per cent of female workers would get increases).

The Wilkinson-Rolfe wage line proposal — rejected by HEU JCJE member Ray McCready — was described by one Union job analyst as the "cheapest program they could come up with and have any hope of getting past the members".

It would see every cleaner, as well as most practical nurses and orderlies, red circled, despite the fact the pay rates for those jobs have already been recognised as benchmarks — non-discriminatory pay rates already set at a level considered "fair market value" for the work being done.

Equally disturbing, it would create Standard Job Descriptions (SJDs) for general categories in nursing, clerical and housekeeping.

The Standard Nurse/Orderly Description, for example, defines all PN/Os in broad, descriptive terms: in Wilkinson's words, it outlines "not what they do, but what they are trained to do, and must be prepared to do."

In short, the SJDs confirm and sanctify the "pool plan" some hospitals have already tried to unload onto their Union employees, a plan which could see any PN/O assigned to work in any area or department of the hospital where the administration decided it wanted to send them.

This would eliminate job protection for those PN/Os — and housekeeping workers — who sought and got jobs in a specific area or department of their hospital or health care facility.

The Wilkinson-Rolfe proposal in short, is not the JEP the HEU was promised in 1973, not the grand scheme it has fought so long for, not a program which will fulfill the provincial government's pledge to eliminate sex discrimination in British Columbia's hospital industry.

It not only does not eliminate discriminatory practices, it is a blueprint for creating new ones, which would only be added to

those which already exist.

The Wilkinson-Rolfe proposal was considered by the Union's provincial executive at a series of meetings held in Vancouver

ORGANIZING

Shaughnessy

About 115 workers at Vancouver's Shaughnessy Manor became members of the HEU February 15, when the province's Labour Relations Board ordered their certification as a Union bargaining unit.

The workers joined the Union after Sisters Joan Wright and Gay Burdison began an organizing campaign at the privately-owned personal and long term care facility in late 1978.

Sister Wright (Altamont Unit chairperson) was one of two organizers temporarily brought on HEU's staff last year to help organize independent health care facility Units into the Union (*GUARDIAN, January-February*). Sister Burdison is a staff representative working out of HEU's Vancouver provincial office.

The new Unit held its first meeting March 1, electing a full slate of officers and establishing demands for bargaining, as well as electing a bargaining committee to negotiate those demands.

Notice to commence collective bargaining — required under the British Columbia Labour Code — was served in early March.

Workers at Shaughnessy now earn an average of \$3.50 an hour, almost \$2 an hour less than most other independent health care facility employees covered by HEU contracts.

In other organizing, the Union has asked the LRB for an automatic certification at Vancouver's South Granville Park Lodge, where HEU alleges the administrator has violated several sections of the province's Labour Code in an attempt to keep his employees from joining the Union.

The bid for automatic certification is based on the HEU's argument that the administrator has made it "impossible for the true wishes of the employees regarding unionization to be known".

It follows the firing of two Union members at South Granville Park and the "laying off" of two more — all four were replaced by the independent facility before they were out the door.

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GIVE BLOOD...

SAVE LIFE.

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From those meetings has come a call for the JCJE and its chairman to retract the wage line proposal and re-tailor it to reflect the realities of the province's hospital industry in 1979, and in the years to come.

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tion that neither he nor his committee was prepared to "foist onto the Union . . . a plan which is inadequate".

He went on to promise the JCJE was formulating "a system which will stay with you for 20 to 25 years, one that will — during that time — measure in a stable, equitable way the work, and apply to it the

appropriate differentials in pay . . ." (GUARDIAN, *January-February*).

His and Rolfe's proposal does not measure up to that promise.

Their proposal can only be described as inadequate.

Because it is, it can only be considered unacceptable.

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Sister Wright also helped organize HEU's newest Unit, Vancouver's Southpines Private Hospital.

Working with Sister Jean Bieker (King George), she began the drive to sign the Southpines workers into HEU in December.

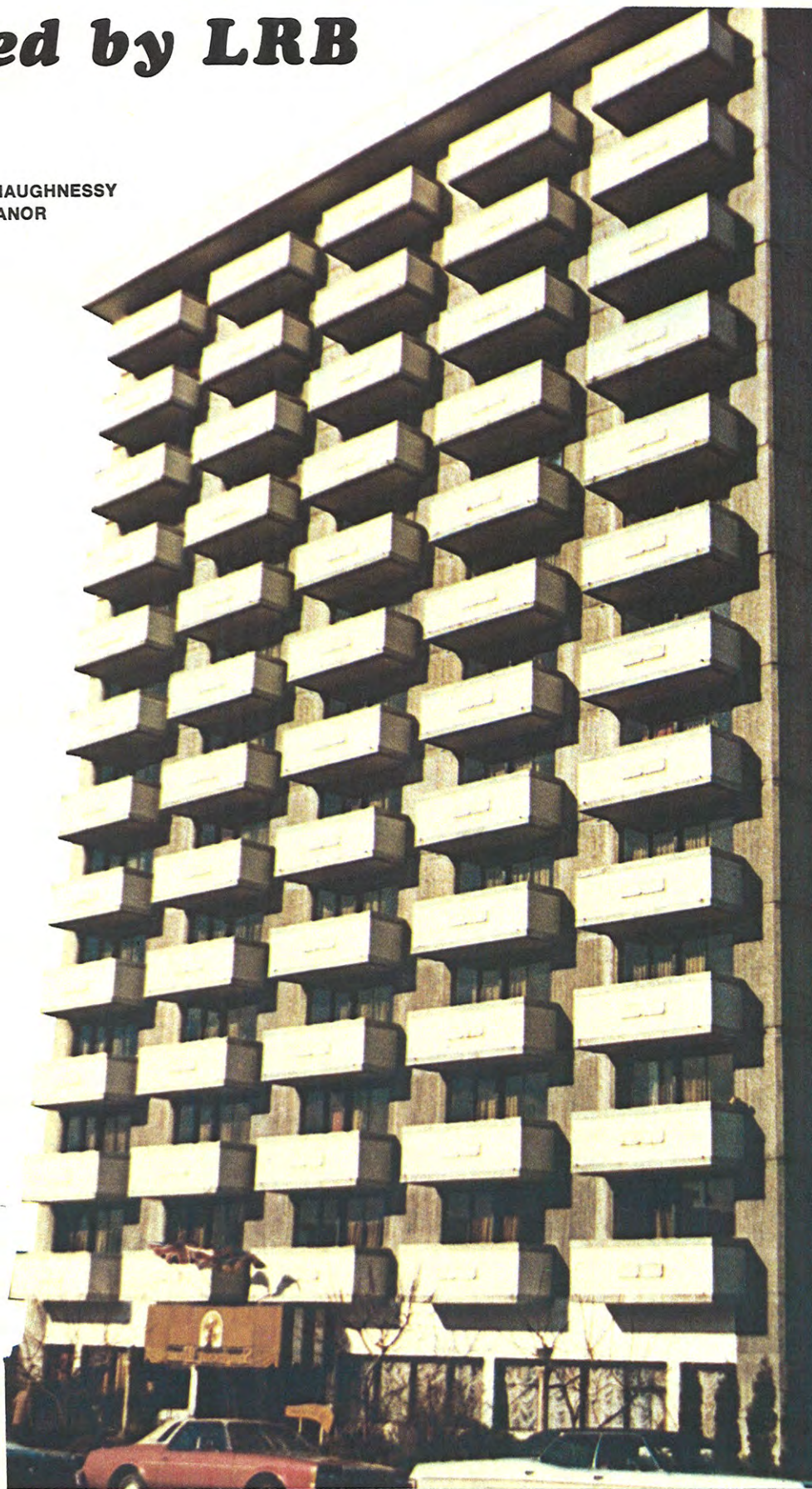
The workers had been represented by the International Union of Operating Engineers, but voted in early February — 25 to 10 — to jump from that union to the HEU.

The move made them the fourth group of workers in 14 months to transfer from the engineers' union to the Hospital Employees' Union.

Their old IUOE contract expires April 30; notice to commence bargaining has already been served on the private hospital's owners.

Their current wages and working conditions, Sister Burdison said, "are well below the standard HEU has won for most other independent facility workers."

SHAUGHNESSY
MANOR



I'm tired of being chairman . . . I want to be emperor for a while.

Winners become losers with JCJE



WILKINSON

ROLFE

Implementation of the job evaluation wage line now being proposed by two members of the Health Labour Relations Association (HLA) would see half of the Union's members eventually losing money from their pay cheques.

The proposal — signed by JCJE Chairman Hugh Wilkinson and the Health Labour Relations Association's Bill Rolfe — would red circle 50 per cent of the job positions under HEU jurisdiction and a like percentage of Union members.

Under the Wilkinson-Rolfe proposal, 80 per cent of all evaluated male positions in British Columbia hospitals would be red circled.

One-quarter of all evaluated female positions would also be red circled.

The effect: eight of every 10 male positions in the province's hospitals and health care facilities would lose an average of \$111 a month; 25 per cent of all female positions would lose an average of \$28 a month.

Under the terms of the JEP clauses in the provincial master agreement, this would

mean the workers in these positions would continue to receive negotiated pay increases only until the end of 1981, since they would have been judged to be getting too much money for the work they are performing.

After December 31, 1981, they would get only one-half of negotiated pay rates, until their actual pay rate caught up with what the Wilkinson-Rolfe proposal decreed they should be getting.

The salaries for these great losers would be reduced by 25 per cent. Wilkinson-Rolfe would be negotiating pay increases — which average less than \$48 a month, before taxes — for that half of the membership not red circled (in other words, 20 per cent of male workers would get increases, 75 per cent of female workers would get increases).

The Wilkinson-Rolfe wage line proposal — rejected by HEU JCJE member Ray McCready — was described by one Union job analyst as the "cheapest program they could come up with and have any hope of getting past the members."

It would see every cleaner, as well as most practical nurses and orderlies, red circled, despite the fact the pay rates for these workers have been negotiated as benchmarks at a level considered "fair market value" for the work being done.

Equally disturbing, it would create Standard and Job Descriptions (SJDs) for general categories in nursing, clerical and housekeeping.

The Standard Nurses/Orderly Description, for example, defines all PN/Os in broad, descriptive terms: in Wilkinson's words, it outlines "not what they do, but what they are trained to do, and must be prepared to do."

In short, the SJDs confine and simplify the "job plan" for all hospital workers already trained to do a wide range of tasks, and reduce to a plan which could see any PN/O assigned to work in any area or department of the hospital where the administration decided it wanted to send them.

This would eliminate job protection for those PN/Os — and housekeeping workers — who sought and got jobs in a specific area or department of their hospital or health care facility.

The Wilkinson-Rolfe proposal in short, is not the JEP the HEU was promised in 1975, nor the grand scheme it has fought so long for, not a program which will fulfill the provincial government's pledge to provide a dignified position in British Columbia's hospital industry.

It not only does not eliminate discriminatory practices, it is a blueprint for creating new ones, which would only be added to

those which already exist.

The Wilkinson-Rolfe proposal was considered by the Union's provincial executive at a series of meetings held in Vancouver

ORGANIZING

Shaughnessy Manor certified by LRB

About 115 workers at Vancouver's Shaughnessy Manor became members of the HEU February 15, when the province's Labour Relations Board certified the facility as a Union bargaining unit.

The workers joined the Union after Sister Joan Wright and Gary Burdison began an organizing campaign at the privately-owned hospital and long-term care facility in late 1978.

Sister Wright (Allanston Unit chaplain) was one of two organizers temporarily brought on HEU's staff last year to help organize independent health care facility Units into the Union (GUAMAS, *January-February*). Sister Burdison is a staff representative working out of HEU's Vancouver provincial office.

The new Unit held its first meeting March 1, electing a full slate of officers and establishing demands for bargaining, as well as electing a bargaining committee to negotiate those demands.

Notice to commence collective bargaining — required under the British Columbia Labour Code — was served in early March.

Workers at Shaughnessy now earn an average of \$3.50 an hour, almost \$2 an hour less than most other independent health care facility employees covered by HEU contracts.

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The move made them the fourth group of workers in 14 months to transfer from the engineers' union to the Hospital Employees' Union.

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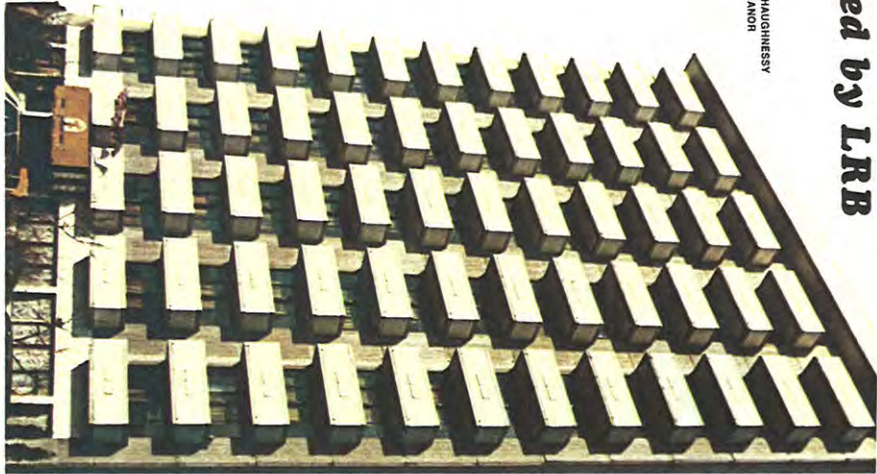
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appropriate differentials in pay . . ." (Guam, *January-February*).

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GIVE BLOOD...

SAVE LIFE.

... Yes, but the problem is that no one can remember when we were certified, or which staff representative services the Unit.

When a rep based at the Union's provincial office in Vancouver telephoned that city's service centre for a major appliance manufacturer to complain about a brand-new dishwasher with a penchant for emptying water onto the floor instead of into the sink, he was treated politely and assured the problem would be taken care of right away.

Mollified, he assumed the conversation was over — until the voice on the other end of the line asked him if he was calling from the Hospital Employees' Union, 180?

"Yes," he replied cautiously.

"I thought so," the voice continued.

"Listen, do permanent part-time workers get pay in lieu of vacations, or are they supposed to get a percentage of their vacation entitlement?"

Taken off guard, the rep asked if she was sure she was talking about part-time, not casual ... definitely part-time, with a regular shift? Definitely entitled, then, to pro-rated vacations with pay.

Not getting them? "See your shop steward and file a grievance, then we'll ...".

A quarter of an hour (and another 10 questions) later, the voice on the other end of the line said "Thank you," very politely, and hung up, before the rep could gather his wits sufficiently to ask who wanted to know, and why.



If you don't work the "normal" (for the

rest of the world, that is) 9-to-5 shift, get ready for sleeplessness, indigestion, ulcers, depression and a host of other physical problems, says an American study of 2,400 people who work odd hours.

Those on afternoon, night and rotating shifts had far more health complaints than those on day shifts, the study confirmed.

Most of the ailments probably stemmed, according to researchers, from disruption of the body's daily cycles — known as circadian rhythms.

"Circadian rhythms refer to the fact that certain physiological processes follow a 24-hour cycle," Dr. Michael J. Colligan, of the U.S. National Institute for Occupational Safety and Health in Cincinnati, Ohio, said in his report on the research team's study.

"These rhythms include digestion and



LETTERS

Christmas Bible cartoon

The Editor, Sir:

With reference to *Parting Shot* in your Christmas (1978) issue:

I would like to inform you that, to my mind, you don't know the first thing about editing, if you let a cheap thing like that get past your desk.

To make a mockery of something that someone else holds very dear (maybe even some of your members), is just about as low as anyone can go.

But I suppose that can be expected from a "dyed-in-the-wool" union man.

It was just by chance that I read this issue, because normally I treat your magazine for what it is: "junk mail".

But, without knowing it, you have supplied me with yet another reason to keep fighting to keep your crummy union out of Comox [St. Joseph's] Hospital.

Please save yourself a stamp and do me a favour and keep me off your mailing list.

I don't suppose you want to publish this, for fear of opening the eyes of some of your members.

Dan Bowman
Courtenay

EDITOR'S NOTE: The item in question did not "get past" our desk, it originated there. As to our willingness to publish this — or any other — letter, it is the firm policy of THE GUARDIAN to accept for publication any and all letters from readers concerning the magazine, its content, or any other matter related to trade unionism, the HEU or the delivery of health care.

The purpose of the magazine is to "open the eyes" of those few HEU members who may

have them closed, and to extend the vision of those (we believe a sizeable majority) who happen to already have them open.

To this end, and to foster creative debate within the Union, we welcome letters from any reader; all are subject to editing only to meet space and legal requirements. Letters should be addressed to: The Editor, THE GUARDIAN, 538 West Broadway, Vancouver V5Z 1E9.

'Blasphemy'

The Editor, Sir:

May I extend to you and the members of the executive of the HEU my best wishes for the New Year and my appreciation of the

work done on my behalf as a member of the Union.

Unfortunately, I am writing at this time to draw to your attention the last page of the [November-December, 1978] issue of THE GUARDIAN.

You have placed there a reproduced biblical picture with a pseudo-humorous title *Parting Shot*.

The written phrase under the picture is certainly blasphemous and insulting to individual beliefs.

I am absolutely astonished that persons involved in bringing forward rights of individuals should show such lack of caring and display such total ignorance.

I hope that your next issue will be edited with a little more propriety and decorum.

Anne Waterman
St. Joseph's School of Nursing
Victoria

Cuts impractical

The Editor, Sir:

A copy of a letter mailed to provincial Health Minister Bob McClelland:

With regard to the limiting of hospital budgets to an unreasonably low figure, we offer our strongest objections.

While the effort to cut public spending is laudable, it is impractical.

Although cuts may be made in other areas, the main effect will be felt by the labour force.

It is in this area our deepest concern lies.

Here the best interests of our patients are served by maintaining an adequate staff, with



You can do two things: marry me and buy some cigars.

temperature and the release of various metabolites which follow a 24-hour pattern."

Disturb those natural rhythms, the study concluded, and the bodies — and minds — of the workers become prey to any number of illnesses and maladies, not all of them readily diagnosable.

The study also found that shift work strained the workers' family life and relationships with their spouses.

★ ★ ★
The things one can learn with a directory of members . . . Out in Abbotsford, there's a motel named after an American frontiersman of the last century, *Davy Crockett*.

The motel will be familiar to most Fraser Valley Unit officers as the place where HEU has staged many a training seminar.

Recently, a copy of the membership direc-

low blow

allowances for substitution in case of sickness or the like.

The present trend in cost paring is to eliminate these substitutes and to reduce staff.

In the ever-present event of sickness, one employee will be required to attempt to do the work of two, in a similar time.

This will cause a deterioration in services and further aggravate the present reasonable complaints of patients about cold food, wet beds and lack of attention due to overworked staff.

The impracticality of cost paring is best seen against a background of contrasts:

Inflation running two or more percentage points ahead of the permitted budget increase on one hand, and a mounting surplus of government money on the other.

We trust that the needs of the patients of British Columbia hospitals will not be ignored in a single-minded pursuit to cut costs, with the resulting exclusion of all other considerations.

Lily McFadyen, Chairperson,

Pat Colter, Vice-chairperson,

Jean Elsasser, Secretary
Holy Family Unit
Vancouver

EDITOR'S NOTE: This letter, circulated as a petition at Holy Family, was also signed by many other workers there; the signatures — of registered nurses, doctors and administrative staff, as well as HEU members — filled two pages.

FREE RIDERS' CARD

CONTENTED CLUB, Ltd.

I am opposed to all unions. Therefore, I am opposed to all benefits unions have won through the years. Paid vacations, paid holidays, sick leave, seniority rights, wage increases, pension and insurance plans, safety laws, Workers' Compensation laws, Social Security, time and half for overtime for hours in excess of 8 in one day and 40 in any one work week, unemployment benefits and job security. I refuse to accept any benefits that were won by the unions and hereby authorize and direct the company to withhold the amount of the union-won benefits from my pay cheque each week and donate it to charity.

—Reprinted from The Provincial, January/February 1979

tory of the Fraser Valley Chapter of the *Independent Contractors' and Businessmen's Association* — the folks who invented the Right to Work drive in British Columbia — fell into our hands.

Many of the names of businessmen and companies were unfamiliar.

But there, on page 14 of the directory, was the name of a company all too familiar: *BNA Holdings*, owners of the Davy Crockett, right in there with *Siemen's Garage* and the *Sandman Inn*.

The directory was out-of-date (it listed the 1977-78 members), but a quick telephone call to BNA in Abbotsford confirmed the company was still a member of the ICBA.

It can only be described as free enterprise at its most devious. A company accepts money from a trade union, at least part of which it then turns around and spends on a movement dedicated to destroying that same trade union.

New Democratic Party leader *Dave Barrett* called the Right to Work movement "kamikazee economics", a move by small businessmen to destroy the purchasing power of their primary source of income, workers who are either union members, or who receive salaries fixed by the going union rate in their community.

For Abbotsford's Davy Crockett Motel, the loss won't be as subtle: BNA Holdings' establishment won't be the scene of any more HEU functions.

And that will cost them a not-insubstantial chunk of cash.

★ ★ ★
"Health care expenditures in Canada have not increased at an excessive rate recently, according to two *Economic Council of Canada* economists," the ECC reported in its February *ECC Bulletin*.

"In fact, in their Discussion Paper analysing recent trends in the health field, *Jac-André Boulet* and *Giles Grenier* find that health care costs in Canada compare favourably with those in the United States and

[other] countries."

"In Chapter II of the paper, the authors demonstrate that a real Gross National Product (GNP) growth rate of only 2 per cent will be able to absorb future . . . pressures on government-insured health expenditures."

". . . Between 1970 and 1976, health care costs — as a proportion of the GNP — levelled off. In 1975, this proportion was 7.1 per cent of the GNP, and in 1976, about 6.8 per cent."

"This means that health care costs in this period did not increase at a greater pace than the economy's capacity to pay them."

"Further, the proportion of health expenditures in government budgets has been slowly but continuously decreasing since 1972."

". . . It may be necessary to allocate a larger share of national resources to the health care field simply to maintain the present quality and quantity of care," the two economists concluded.

Someone should send a copy of their report to British Columbia's health minister.



How about that! It's right where the book said it would be!



SUPERANNUATION

Rejoining Plan is easy

A contributor to the Municipal Superannuation Plan who is terminated or leaves their job with an MSP employer can get back into the Plan with full credit for previous contributions when they get their old job back or start a new one with a different MSP employer.

The rules governing the crediting of previous MSP contributions made while an employee of a different Plan employer are as follows:

- A contributor who has at least 10 years of pensionable service and has not taken a refund shall be reinstated after commencing contributions again and being employed for a continuous period of one year.
- A contributor who ceases contributions for a period of not more than three years, and who has not taken a refund, shall be reinstated after again commencing contributions and being employed for a continuous period of one year.
- A contributor who ceases contributions for a period of:
 - (a) more than 3 years, but not more than 10 years; and
 - (b) has not taken a refund;

shall be reinstated after again commencing contributions and being employed for a continuous period of at least 10 years.

- A contributor who ceases contributions for a period of:
 - (a) not more than three years; and
 - (b) who has taken a refund;

shall be reinstated after repaying the amount refunded, together with compound interest at 6 per cent per annum, after again commencing contributions and being employed for a continuous period of at least 10 years.

- A former employee, in receipt of a pension, who has not attained maximum retirement age and who again becomes an employee may apply to the commissioner of superannuation to be reinstated.

If approval is granted, and the employee repays all the amounts received as pension payments, the employee will be reinstated in the fund.

No tax due

Article XI, Section 3(c) of the HEU's master contract provides that any Union member injured on duty will suffer no loss of pay or benefits while they are receiving Workers' Compensation Branch benefits.

The mechanism for ensuring this has been for Union members to be carried on their hospital or health care facility payroll for the entire period of IOD Leave, turning over their benefit cheques to the payroll department as they arrive from the WCB offices.

Recently, the Union became aware that — because of the procedure followed — some members may be paying personal income taxes on their WCB benefits.

This because many — if not most — hospitals do **not** reflect the fact that WCB benefits are non-taxable when issuing T4 slips to their employees.

Common practice seems to be to issue a T4 slip which shows only how much the employee received from the hospital in terms of gross pay, with no indication that some of it was in the form of tax-exempt compensation benefits.

Any Union member who collected WCB benefits in 1978 — for no matter how brief a period — should check with their employer to determine whether their WCB benefit monies are included in the total shown as taxable earnings on their T4 slip.

If, as seems likely, those benefits are included in that total, the member should write the WCB (including full name, social insurance number and, if possible, claim number) asking for confirmation of the amount of benefits they received while on IOD Leave.

Only after receiving that confirmation should the income tax return be calculated.



Arthritis, hard arteries, indigestion . . . old age ain't for sissies.