

What we have here is

The apparent disagreement

by Bob Beal

Almost two weeks ago the Students' Union management and the SUB workers' CUPE local appeared to have easily reached an agreement on a contract. However, because of a basic disagreement about the nature of the various jobs (a disagreement which did not come to light until after the original agreement), the two parties have never really agreed.

When Darrel Ness was hired (on probation) last January as Students' Union General Manager, he began to work on the job descriptions of the SUB workers. He gave descriptions to jobs which previously had no job description and revised others.

The job descriptions specify what the job entails and what kind of experience is required. In each case, he consulted individually with the people who were holding the job about what the description should be.

However, Ness only consulted with the employees about the definitions of their jobs. He did not consult with them about the necessary qualifications for their jobs and the workers never agreed with his evaluation of the necessary qualifications.

The job descriptions specify no salary for each job but the effect of Ness' new descriptions was to raise the salaries of many employees by raising the qualifications for the jobs. These raises were retroactive to Dec. 1, 1970.

Ness says that all employees' salaries were raised "with the exception of one or two". Percy Wickman, president of the CUPE local claims that the raises effected were not nearly that extensive but that "none of the caretakers got raises and some of the office workers didn't." The caretakers claim that, with the exception of one person who received an increase because of a revised job description which gave him more responsibility, they did not receive any increases.

Ness says that the caretakers did not receive raises because, at the time of the revisions of the job descriptions, they were not on permanent staff but were paid hourly. The caretakers are now on permanent staff but have not received the benefit of the raises which were incumbent on Ness' revisions.

Since the job descriptions themselves do not specify salaries, The CUPE local thought them unimportant in the salary negotiations. However, as it turned out, they are the basis for the apparent agreement two weeks ago and part of the reason for the current disagreement.

The chart which accompanies this article "Students' Union 1971-1972 Salary Grid" is the agreed-upon salary categories and ranges. The numbers running vertically down the left hand side are the job categories. Each category has an accompanying salary range to the right on the chart.

The salary ranges in each category are divided into the number of years a person has worked at the particular job for the Students' Union. For instance, in category 1, the starting salary is \$302 a month, after one year it is \$317, after two

years it's \$333 and so on to a maximum (in this particular category) of \$368 after four years. Once an employee reaches this maximum, he may be moved to a higher category.

If an employee is exceptionally good at his job he may move up through the salary range more quickly than normally. For instance, he may, after working for only three months, be moved up in the range to the salary which is normally received only after working for a year.

The problem of the two differing interpretations on the part of SU management and the SUB workers is found in the definition of the categories.

CUPE based their interpretation directly on the job covered by any particular category. For instance, a certain type of caretaking job is considered a category 5 job. Therefore, a worker doing that type of work is in category 5 and is entitled to move up in the salary range depending on the number of years he has been working at that job.

The CUPE local feels that if hired two years ago for a job experience but which, under Ness requires two years experience, this as having two years in that job requirements.

Ness, on the other hand, feels they had no experience in when they now qualified for the category in which they were placed, should logically be experience is required to start in that category. Years' experience in the category category which requires two years' they had no experience when they experience was required and it makes

Ness says that, even though it is name "the level of sophistication on those two years and we have taken that person." Therefore a person in the primary qualification outlined in

Wickman disagrees. He feels that a person who may have been hired two years ago (not then) requires two years experience should be categorized as having had

STUDENTS' UNION 1971 - 72 SALARY GRID

| CATEGORIES | START | 1 YR | 2 YR | 3 YR | 4 YR |
|------------|-------|------|------|------|------|
| 1 | 302 | 317 | 333 | 350 | 368 |
| 2 | 317 | 333 | 350 | 368 | 386 |
| 3 | 333 | 350 | 368 | 386 | 405 |
| 4 | 350 | 368 | 386 | 405 | 425 |
| 5 | 368 | 386 | 405 | 425 | 446 |
| 6 | 386 | 405 | 425 | 446 | 468 |
| 7 | 405 | 425 | 446 | 468 | 491 |
| 8 | 425 | 446 | 468 | 491 | 516 |
| 9 | 446 | 468 | 491 | 516 | 542 |
| 10 | 468 | 491 | 516 | 542 | 569 |
| 11 | 491 | 516 | 542 | 569 | 597 |
| 12 | 516 | 542 | 569 | 597 | 627 |

This is the first 12 categories of the agreed-upon salary schedule.

However, the Students' Union is basing its interpretation on the qualifications necessary for hiring a person for that category. Therefore the SU interpretation is directly linked to the job description which sets out the qualifications for hiring.

For instance, category 4 work requires two years prior experience for a person to qualify to be hired for that job. Therefore a person with those qualifications for that certain type of work is in category 4.

The following is an actual example which both parties agreed could be used (only the name has been changed to protect the innocent):

Mr. X has worked with the Students' Union in the same job for two years. His job, under Ness' job description, requires two years prior experience to start. However, Mr. X had no experience in that job when he began working for the SU but, at that time, no experience was required. The job is the same, only the qualifications have changed.

CUPE would place this worker in category 4 because it is their impression that part of the definition of the job is that it is a category 4 job. Since he has two years experience at that job, he should be receiving \$368.

Ness says that since this worker began working for the SU with no experience, he should be in category 2, the correct category for a person of no experience in that job. Since he has now two years experience he should be receiving \$350.

Ness' interpretation has the same result as placing this worker at the beginning of Category 4 and would seem to imply that this person is only now qualified for a position which he has held for two years.

CUPE's interpretation has the same result as placing this worker at the maximum in category 2 and would seem to imply that he has had four years experience when he only has two.



Darrel Ness

Ness says that Wickman's perception that a person with two years experience required no experience when that person now requires two years experience as far as the salary schedule

Wickman says that this person was not qualified (under the old qualifications now requires two years but was hired) and now has two years experience regardless of the change in category workers should not be penalized by

Ness feels that to accept Wickman's interpretation would be to adhere to a double standard. "Two years' experience whether that is at this job or elsewhere." That is that under Wickman's interpretation a person's two years experience with this job in some cases, be equal to an outsider

Wickman accuses Ness of wanting to have worked here for a couple of years one.

Both sides are bogged down in their descriptions and neither seem to be able to reach a conflict.

In fact, the very complexity of the job descriptions is a red herring.

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