

ALL WORK NO PAY?

Chris Baxter

Yearbook Suit Pending

It now appears certain that the dispute between last year's yearbook editor, Cynthia King, and this year's U.P.E.I. Student Union over payment of wages will see litigation. Each side has already lodged a claim for damages and as the court date fast approaches chances for a settlement out-of-court dwindle.

The affair was first brought to light at the Student Council meeting of Sept. 19, 1982. At that time, there was deep concern expressed over the difficulty Council was having with the yearbook. V.P. External, Victor Moore, was charged with examining the matter.

He reported back to the Oct. 3/82 council meeting with a recommendation that because there had been a breach of contract involving missed deadlines, the yearbook editor for the year 81-82 not be paid the \$700 due her. This was not a motion voted on by Council but a general consensus among them. Thenceforth, the yearbook contract was to be considered null and void.

Having been informed of Council's decision to withhold payment of her salary, Cynthia showed up at the next meeting (OCT.17) to plead her case. Council was persuaded to strike an advisory committee which would research the matter further and settle fairly on a revised remuneration fee. Among the four selected to the committee were councillors Mike Trainor and Howard Beattie.

At the next council session, the dam burst. The yearbook committee, after 3 weeks deliberation, has returned with a motion for a new remuneration fee of \$699, a mere \$1 less than the original sum. Needless to say, a few on Council were sorely vexed. In the ensuing

roundtable, some voiced the opinion that the committee members had misinterpreted their roles. The motion was finally put to a vote, resulting in a narrow eight for, nine against, on abstention defeat. Subsequently, a **revis** re-revised fee of \$450 was put forth, on which motion Council was split once again, this time, however, coming out in favor of the motion.

Cynthia, not satisfied with the reduced offer, has since served Council notice of her intentions to sue for the original \$700 plus interest and damages; Council has responded with a counter action of their own. And the yearbook, of course, rolled off the presses in December.

This past week, the Sun was able to arrange interviews with several key figures in the dispute. From their interviews are excerpted the following comments, arranged topically:

On the validity of the yearbook contract

January , 1981

I, Cynthia King, as Yearbook Editor, do hereby agree to complete all necessary work on the U.P.E.I. Yearbook for the year 1981-1982, for the sum of \$700.00 (seven hundred dollars).

It is understood that all work shall be completed and shipped to the printer on or before the date set down by the Yearbook company.

The Yearbook shall include all events connected in any way with the U.P.E.I. Student Union Inc., and the university as a whole.

As Yearbook Editor, I take sole responsibility of the Yearbook Camera, issued in my name. If the camera and accessories are not returned in satisfactory condition, this contract will be considered null and void.

If this contract cannot be fulfilled due to other personnel not meeting the editor's deadlines (namely photographers), this contract will be considered null and void, but will be revised accordingly. Under any other conditions, this contract will be considered null and void if any of the above deadlines are not met.

Cynthia King: "I signed a contract, prepared before my very own eyes in five to ten minutes, with the executive of 81-82, not this one. I was supposed to get \$700.

"I don't think I realized at the time the serious nature of the contract. It wasn't presented to me in a formal way: there were times I almost forgot I'd signed it.

"Now, you'll notice the contract only says the camera (see paragraph 4 above) should be returned in good condition, it doesn't say when. The camera's still mine, if they wanna play that game!"

VICTOR MOORE: "I think the contract is sound in content, although it probably should have had a little more detail."

JOHN O'BRIEN (Student Councillor): "Personally, I don't think our contract was tight enough, built on a gentlemen's agreement, it wasn't legally sound and left us open. Moreover, I think the contract is so weak that it can hardly be used by either side to accuse the other of breach."

discussed with our lawyer-intent and everything is there."

LEGAL AIDE (name withheld): "From what I've been told about the agreement, there are these important questions to be asked:

1. Who drafted it?
2. Is it a standard university contract?
3. Is the whole of the document contained within these four corners?
4. If not, is it straightforward in general content?

ON MISSED DEADLINES

VICTOR MOORE: "The first deadline was met and it was not met; the material was mailed in time but it came in late to Taylor Publishing (the company hired to print the yearbook)."

"Of the last two, neither one was even close to being met. Council's demands were made explicit; we very politely phoned her and phoned her... tried to set up a meeting to discuss progress on the yearbook, but she was always playing field hockey or something."

CYNTHIA KING: "I met the first deadline; the second was late. Eric Martine-lo (the rep. from Taylor Pub.) said that didn't matter, that everything was O.K. I missed the second deadline mainly because of the grad pictures which were stolen during senior week. I didn't tell the Student Union this immediately. I figured I could still finish it in September."

"The contract says nothing about ever having to report back to the executive. John Gallant (yearbook editor 80-81) was even later than I was - he was paid in full."

JOHN GALLANT: "You could just work there the whole semester to put out a really good book."

BRIAN BRENNEN: "Cynthia met the first deadline strictly out of enthusiasm... she says they (the grad pix) were stolen; they

BRIAN BRENNEN (V.P. internal): "We (the Student Union) feel we have solid ground to stand on. The book was supposed to be in by November, but she (Cynthia) hadn't turned it in 'til December. The contract's legality was