

MINUTES

JOINT UNION MANAGEMENT COMMITTEE MEETING

Monday, April 23, 2018

10am to 11:30am

SCI253

Members: George Athans, Craig MacFarlane, Kristin Cacchioni, Karen Whitehouse, Ann Forrest, Terri Jones, Janna Fisk

Regrets: Martin Gibb, Cheryl Ash, Gill Henderson

Recorder: Jacky Ivans

Chair: Karen Whitehouse

1. **Call to Order:** 10:03am
2. **Approval of Agenda**
 - a) All approved.
3. **Review and Approval of the Minutes from October 2017 and March 2018**
 - a) October minutes to be reviewed by Ann Forrest and Kristin Cacchioni.
 - b) March Minutes were approved by Karen Whitehouse and seconded by George Athans.
4. **Progress on Action Items/Previous Business**
 - a) Article 36.2 and 20 b and c changes:
 - i. University printed a draft of the reclassification/classification language and circulated to union for consideration.
 1. Reflects conversation Ann and George had.
 - ii. Union understands if the reclassification is initiated by either the employee or the employer and the employee is performing the existing work, then they stay in the position regardless of reclassification level.
 - iii. If reclassification is one step up and employer introduces new duties, then the person in the role is afforded first consideration if qualified.
 1. They must have minimum qualifications which the University would determine from their CV which they would request.
 2. No posting and no interview in this scenario.
 - iv. If the reclassification is more than a one-step increase, then the position will be posted and no first consideration is offered.
 - v. Union inquired if experience qualifies in a position where the minimum qualifications have gone up and the employee doesn't have a degree or diploma.
 - vi. University confirmed that the requirements say education or equivalent so likely if the employee has adequate experience, they will be considered qualified and the initial hire date remains the same.

- vii. University confirms that reclassification language no longer applies and is treated as a new job after more than one step up.
- viii. When new procedure, new duty, or new element that requires it to be reconsidered, then it goes through Collective Agreement Article 18 classification process:
 - 1. If it goes up by one step, discussion re: minimum qualifications.
 - i. Start date is when the employee commences the new duties.
 - b. With one level up, then seniority date remains the same.
 - 2. If it goes up more than one step/classification, then it's a different process.
 - a. Individual receives notice of layoff and position posted.
 - b. Article 36.
- ix. Under points to be considered. #2, if not successful in obtaining the position.
 - 1. If the employee doesn't provide a resume, then the University cannot determine if they meet qualifications.
 - 2. If CV doesn't reflect the qualifications, then article 36.
 - a. Union noted that this could warrant a potential grievance if union thinks they have the qualifications.
 - i. Would be rare that the employee does not meet the qualifications of a one level increase but is possible.
 - 1. For example: If someone has never had financial experience and the position gets bumped up by one. A reasonable training period can't be provided. Then no qualifications.
 - b. Union reiterated that they have the right to file a grievance if qualifications are not rightly assessed.
- x. Two issues could arise:
 - 1. Don't possess the qualifications and don't want to accept the newly created position
 - 2. If they don't believe they'll be successful even if they possess the skills.
 - a. For example, they have qualifications but haven't performed the skills in 30 yrs.
- xi. Union also queried if the employee takes the job but is not successful in the probationary period.
 - 1. If they don't pass probation, they go to the committee first and utilize aspects of Article 36 in looking at alternatives.
 - 2. University stated they want to avoid bumping.
 - a. Article 20 gives this committee opportunities to find a way not to be tied to Article 36.
 - 3. Union stated if it's a matter of the employee not wanting to accept the reclassified position, then they go to Article 36.
 - a. Needs a process.
 - 4. University stated two things can happen if employee not wanting to accept position:
 - a. Resign or

- b. Article 22c.
 - c. University reminded all that the employee would know about this in advance and time to discuss prior to the classification.
5. **Action:** Union requested a caucus in order to provide a response.

b) Article 20.2 c (Union)

- i. If the employee isn't successful in probation and there is no job to return to, then the University will attempt to relocate.
- ii. If the University is not able to relocate, then the employee is placed at the top of auxiliary list for last resort.
- iii. **Action:** University to discuss whether in agreement with this proposal and when finalized will email proposed language and put as much as possible in the email. They will list each 'if' to ensure clarity.

c) Changes to EI Maternity Leave Entitlements (University)

- i. University explained will be required to pay employer's tax with MSP.
 - 1. It is a monetary argument and are trying to be consistent with other unions and EI.
- ii. Union questioned when the employer increased tax is passed along BCGEU members:
 - 1. Union noted that what the union has signed off, if any legislative changes, will be put back into benefits.
 - 2. Union query as to how much MSP savings are.
 - 3. University replied that for 2017, it will be \$283,518 UBC paid for MSP benefit payments:
 - a. Which would have been all BCGEU employees.
- iii. Union further questioned if this amount represents the whole year's cost of half of a year and wanted to confirm it was for all BCGEU on UBC Okanagan campus.
- iv. University replied that they do not cover the payroll tax. Employer tax is estimated at a \$2 million deficit and the new tax will cost more than current amounts. .
- v. Union looked at legislation and had the following questions:
 - 1. When on maternity leave, get a top up for how long?
 - a. University responded that it is for whole year up to 75%
 - 2. How are health and welfare premiums?
 - 3. Employees invoiced?
 - a. University responded yes.
 - 4. Do they have to pay their premiums after 6 months?
 - a. Find out who pays the premiums.
 - b. 6 months vs 12 months or 18 mos.
 - c. University confirmed that after 6 months, understand that they then pay their share in accordance with agreement but will double check with benefits desk.
 - i. The union's position is that the employee share would be maintained through the \$280000.
 - ii. University outlined that by 2020 no employees will pay their MSP premiums because of the MSP employer tax.

5. Does the University have historical data on how many child bearing women on this campus?
6. If extend their leave, are their benefits extended as well?
7. What is average of premiums paid by the University per individual and per family?
 - a. Union would like to look at before bargaining.
- vi. University informed the Union that there is an employee who's going to take the full 18 month leave starting in May 2018.
- vii. Action:**
 1. University to confirm current benefits arrangement
 2. University to respond to Union about request for whether agreement on extending their benefit payments to 18 months instead of six as is currently stated in the agreement.

d) MSP Premiums for BCGEU Sessionals

- i. University reiterated that they were unintentionally paying the BCGEU Sessional employees' MSP premiums through the summer.
 1. Under Article 47, the employee should have been paying.
 2. Should have also been provided access to IRP (long term disability) but weren't.
 - a. If want to maintain IRP, then they now can choose to do that.
 - b. Employees were told that they weren't entitled if not working. But now can maintain thru summer if want to.
- ii. Employees to now pay their portions of MSP premiums to 2019 and then in 2020 employer MSP tax will begin and expect this will be a non-issue. This is in effect for 2018 summer as well.
- iii. Language from college agreement was reviewed.
 1. University noted that this is the same language at the college.
- iv. Union reviewed Article 47b.
 1. Queried what the waiting period on benefits is.
 2. University replied:
 - a. For sessionals, it's the first day of the month if start the 1st.
 - b. If middle of the month, then the end of the next month.
 - c. Two months waiting period for MSP if new.
- v. University is not asking employees to pay back.
 1. It was unintended benefit due to the wrong language application for benefits.

e) Article 62 discussion

- i. University said a larger discussion was required about whether an employee was on a list for forest firefighting and were called upon, specifically for a forest fire.
 1. Can't find any examples where this has been applied in the past.
 - a. Looked back to 1998.
 - b. Not any language on the ministry site to reference summons or being called upon regarding members of the public.
- ii. Union queried what the definition was for 'called upon'.

- iii. Union shared that the issue came about from the president of the BCGEU when he sent a letter out thanking members for the containment of a local fire.
 - 1. It said 'all of you are called upon'.
- iv. Both parties discussed who this is applicable to:
 - 1. A person puts their name on the community list to be a volunteer firefighter in their community fire hall.
 - 2. Someone who works here owns a private firefighting company.
- v. If a volunteer, would they get paid by the ministry:
 - 1. Clarification that volunteers do not receive regular pay and benefits.
 - 2. What happens if they miss work at UBCO.
 - a. Is their regular pay and benefits affected?
 - b. Union concerned about the economics and the employee keeping their position at the university.
- vi. Union and University agreed that it would be helpful to have Kevin Kraft come and speak to the committee.
 - 1. He's a volunteer who works for the ministry.
- vii. **Action:** The Union will call Kevin Kraft to attend the next meeting to help gather understanding on this matter.

5. New Business

a) Article 22.2 Selection Criteria wording (Union)

- i. In the Collective Agreement there's an accumulation of full time.
- ii. Article 22.2b states "two or more completed years of service".
 - 1. Does that mean January to December vs. a 12 month accumulation based on full time?
 - 2. What is 'completed years of service'?
- iii. University explained that it depends on the start date.
 - 1. Auxiliary hours based on accumulation.
 - 2. Hours are used, not years.
- iv. Union questioned how seniority is applicable when an employee is applying for a position.
- v. University explained that seniority accrual is based on hours.
- vi. **Action:** At bargaining, note to change the word to 'hours'.

Broke for caucus 11:10am.

Resumed at 11:22am.

4. Previous Business- continued after caucus.

a) Article 36.2 and 20 b and c changes:

- i. Union replied that after reclassification, an employee goes on the auxiliary list because anyone can change status.
- ii. University clarified that if a step up in position and the employee doesn't want to do it, and is qualified, the options are:
 - 1. Accept
 - 2. Resign
 - 3. Auxiliary list
- iii. University to make every effort to relocate.

1. Article 36.2c job sharing, etc.
 2. If no place to go then auxiliary is an option.
 3. If not, then go to 36.2 d, then 36.2e, 36.2f.
 4. No bumping.
- iv. Article 24 talks about probation.
1. Article 24.2- joint committee contemplates layoff under Article 36.
- v. University clarified the employee would be placed on the auxiliary list.
1. as per appropriate seniority.
 2. what they're qualified for.
- vi. Union asked for confirmation as to where on the auxiliary list.
1. As per seniority
 2. Noted that these employees haven't chosen to be on this list.
1. All parties agreed that the auxiliary list is not an option.

Action: George to come up with proposed language to send to Union and discuss further at next meeting?

Next meeting: Tuesday, May 15, 2018
Location: PPS Boardroom ADM 006A
Time: 9:00am

Action Item	Responsible Person	Date to be Completed	Status
October 2017 Minutes- to review the flow and edit	Ann and Kristin		Kristin awaiting dates from Ann to meet and review minutes.
Article 36.2 and Article 20 b) and c):	George to send proposed language to Union. Discuss final version at next meeting.		

<p>Changes to EI maternity leave entitlements</p>	<p>University to confirm benefits arrangement. University to respond to Union about request for whether agreement on extending their benefit payments to 18 months instead of six as is currently stated in the agreement.</p>		
<p>MSP Premiums for BCGEU Sessionals</p>	<p>Enacted</p>		
<p>Article 62</p>	<p>Union to bring Kevin Kraft in to next meeting to discuss call out and summons</p>		
<p>Article 22.2 Selection Criteria</p>	<p>At next bargaining, note to change word 'years' of service to 'hours' of service.</p>		