

**Labour Relations Report**

**submitted by Samantha Montgomery, temporary Labour Relations Officer (LRO)**  
**November 8, 2016**

**Annual General Meeting of the Professional Employees Association  
University of Victoria Chapter**

**Member Servicing**

The PEA servicing model provides members with direct access to their local reps, the PEA chapter executive and their labour relations officer (LRO). Members should feel free at any time to connect with us about issues that arise, questions or feedback.

The PEA and the University continue to problem solve and settle the majority of issues before they come to grievance or arbitration. It is the role of the LRO to be an advocate and to support members of the union. Should there be a need for a grievance, the LRO will file it. It is the LRO that has carriage of the grievance in consultation with the elected officers of the chapter.

**Layoffs and Restructuring**

Since April, five members were subject to layoff as a result of restructuring in 2016. One member elected severance and one member elected a vacant position at a lower salary grade. Accepting severance does not preclude members from applying for positions on campus. The PEA grieved the other three layoffs for various violations of the collective agreement; one layoff has been rescinded and two are still pending settlement.

Layoff should not be used as a work around to job reclassification. That said, the collective agreement has limited language with respect to the layoff process. Length of service only becomes a factor when layoffs occur within a department for employees at the same salary grade in similar positions doing substantially the same work. The words "seniority" and "bumping" do not appear in the collective agreement. As the LRO, my role is to make sure that the University is following the collective agreement and not violating any laws (e.g., the Human Rights Code).

In our recent round of bargaining, the union was able to negotiate a small improvement in this area so that members will now receive an additional two weeks of layoff notice. This helps to extend the period of time that members are covered by extended health benefits and paid their salary.

## **LTD, Return to Work, and Accommodation cases**

Members sometimes have to go off on sick leave, be accommodated at work, or transition to long term disability (LTD). It is the role of the LRO to support members in these cases.

The PEA has struck a new joint committee to revisit the sick leave and return to work language in the collective agreement. Currently, members have six weeks of paid leave, *per illness*, which can create hardships for members with chronic health conditions. The PEA has proposed codifying a six-week “grace period” into a Letter of Agreement with the University, such that members who fall ill within six weeks of returning to work do not have to “restart the clock” for their long-term disability benefit. The Association has also proposed resetting the paid leave clock each academic year for each illness.

## **Discipline**

Although it rarely occurs with members of the PEA, there have been cases where members were disciplined. When such cases arise, it is the employer who must prove “just cause” (i.e., the burden of proof falls on the University). It is my role to push the University to make sure that there is in fact (based on evidence) cause for discipline. If there is not, a grievance is filed.

## **Discrimination, Bullying and Harassment**

PEA members are entitled to a safe workplace. This year, the Association has filed multiple grievances on behalf of our members who experienced discrimination, bullying, or harassment. We have also represented members who were respondents to complaints from students, faculty, and other staff. The LRO has a duty to fairly represent all members in these cases and uphold their rights to due process.

Under new legislation, the University must provide anti-bullying training to all employees and their supervisors, which the Union has reviewed. The PEA has also participated in the initiative to revisit the University policies on sexualized violence. We welcome any feedback as these programs advance.

## **Terminations during probation**

There have been members who were not deemed suitable by the University during their probationary period who were terminated. In these cases, I acted as an advocate for the members ensuring that their rights were upheld. This year, the PEA successfully grieved a wrongful termination and won a settlement for our member.

## **Letters of Expectation**

On occasion the University issues "letters of expectation" to guide performance. Letters of expectation are not disciplinary in nature. I attend meetings with members where such letters are presented. I advocate for members through this process and ensure that letters are not disciplinary, including proposing changes to the letters if necessary. Letters of expectation should be kept only in departmental office personnel files. When expectations are met, they should be noted and attached to the letter of expectation or the letter of expectation should be destroyed.

## **Job Evaluation Committee**

I co-chair the joint job evaluation committee with the University's recruitment and classification advisor Penny Waterhouse. We have been meeting regularly to review job evaluation questionnaires submitted by employees and managers. The larger appeal committee consisting of six members (three from the union, three from management) has met a few times to review appeals. I strongly encourage you to fill out a questionnaire if your job has substantively changed since its original rating.

It should be noted that when the co-chairs and the committee meet, they are not there as advocates for either the union or the university. They are there to the best of their ability to follow the guidelines and criteria as set out in the plan.

## **Collective Agreement interpretation and application**

Members contact the LRO with questions and issues regarding the collective agreement and how it's being applied in their departments. The language in the collective agreement is imprecise and consequently can be open for misinterpretation by managers and members. The most frequently misinterpreted articles include compassion leave, vacation scheduling, hours of work, work schedules and compensatory time off.

## **Term Employees**

The Union remains concerned by the University's use of term employees. These workers have almost no job security and they are not eligible for severance or recall. They have fewer rights and benefits than regular employees.

Term employees are not eligible for long term disability, maternity or parental leave or the combination pension plan. A term employee who has been employed for more than three years of contiguous term appointments, is entitled to sick leave on the same basis



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as set out for regular staff members. A term employee holding a term appointment for a minimum of three months at 0.50 FTE or more is eligible to enroll in the Medical and Extended Health Benefits Plans effective from the first of the month following appointment, and in the Dental, Basic Group Life, Optional Group Life and Money Purchase Pension Plans after twelve months of continuous service.

### **Keep in Touch**

Your PEA local reps will soon be conducting 1 on 1 outreach to members across campus. This is a good opportunity to raise any workplace issues and identify areas for improvement in the collective agreement leading up to the next round of bargaining.

Melissa Moroz will return from maternity leave in April 2017. Until then, please do not hesitate to contact me with questions or feedback of any kind. The Union is strengthened from hearing and understanding the issues facing our members in the workplace.

It has been a privilege to work with the PEA members at UVic. Thank you for your ongoing support and commitment.

Respectfully submitted,

Sam Montgomery