

Joint Administration Dispute Resolution Committee (JADRC)

January 20, 2000

CIEA Offices
Suite 301, 555 West 8th Avenue
Vancouver, BC V5Z 1C6

In attendance: Bonnie Pearson, George Davison, Stu Seifert,
Doug Dorward, Mary Telford, Jamie Brennan,
Leo Perra, Valerie Cochran, Edwin Deas,
Barry Bompas, Trudy Parks, Greg Larsen

Absent: Debbie Offermann, Rob Huxtable, David Piasta

Recorder: Gae Sellstedt

1. Call to Order

The meeting was called to order at 8:40 am.

In order to facilitate participants that were not members of JADRC, the order of the meeting was changed. New Business was heard first followed by the rest of the agenda items.

2. Approval of the Agenda

The Agenda was approved as circulated.

3. Approval of the Minutes of the November 26, 1999 Meeting.

It was agreed to remove the question and response from the Unions Page 5, 5th paragraph, 3rd sentence should be changed to read:

"Because JADRC determined there was no dispute on the facts, an oral hearing was not needed".

In the last sentence, the word "hearing" should be replaced by "determination".

The Minutes of the November 26, 1999 Meeting were approved as amended.

4. Business Arising out of the Previous Minutes

i) Update on Umpires

The Employers brought up the subject of Northern Lights request to appoint an arbitrator from Northern BC to facilitate travel costs. The Unions agreed to revisit the request.

A letter was sent to Joan Gordon and Judy Korbin asking if they would agree to accept the appointment to JADRC's list of arbitrators. Joan Gordon responded affirmatively, however, Judy Korbin is out of the country until the end of February.

With respect to the issue of regularization, JADRC will now send out a letter to the local unions and institutions advising them that there are alternate arbitrators available (ie. Blasina, Germaine and Gordon).

ii) Kwantlen University College

Rod Germaine has been confirmed as the arbitrator and hearing dates have been set for March 24 and 27, 2000. V. Cochran and B. Pearson will meet to review and discuss an agreed "Statement of Fact". It was noted that an extension had been agreed, as these dates are outside the 60 days allowable under the common agreement.

iii) Regularization

On the issue of Munroe's decision respecting Malaspina University College and the Faculty Association and GEU local, V. Cochran and B. Pearson will meet to review and discuss an agreed "Joint Summary of Findings".

iv) Anomalies Committee Update

B. Pearson will follow up to see if the Committee is any closer to a meeting date with the Ministry.

v) College of New Caledonia

Ladner Downs sent a letter to the Labour Relations Board requesting that the PSEA be considered for intervener status. V. Cochran and B. Pearson will work on a Statement of Fact once they get instructions from the LRB.

vi) Other

JADRC has agreed to modify their Policy Statement on Article 3 referrals to incorporate new practices, i.e. allowing participation at JADRC meetings from institutions/unions when they have a referral to JADRC. B. Pearson will undertake to write a first draft.

5. New Business

i) Northern Lights - File #19-99-11-10 Placement on Scale

The Unions outlined their concerns with Northern Lights' hiring practice of placing new hires on the old scale according to their experience and qualifications and then moving them across to the next highest equivalent salary on the new scale. Northern Lights is using Article 27.17 of the local agreement which states that no new hire will be placed

on the scale higher than an existing employee. The Unions believe that by continuing to rely on the old scale, the Dorsey award has never been fully implemented.

The Employers' response was that, in order to maintain consistency in the evaluation and placement of all faculty, new hires after April 1, 1997 had their placement level determined under the local existing local agreement language and were subsequently converted to placement on the new scale. This ensured they were not in contravention of Article 27.17 of the local agreement.

It is the employers' position that this is a bargaining issue and the method NLC is using is fair.

After discussions with both G. Larsen and M. Telford to clarify the positions of both sides, the Unions and the Employers remained apart on the matter. The Unions suggested the matter be sent to arbitration; the Employers disagreed, reiterating this is a bargaining issue.

The Employers asked for it to be noted that they believe it is inappropriate for a local party to bring to JADRC an issue that is at the bargaining table and then have it taken forward to an umpire. The implications are that where the parties reach an impasse, one of them can have it referred to arbitration through JADRC and they do not believe this was the intent in establishing JADRC.

The Unions responded that they heard the reservations and it is open to the employers to argue the matter but that the proper mechanism for determination is at arbitration. B. Pearson will draft a response to the local parties indicating lack of mutual agreement and noting that the matter is being referred to an arbitrator under Article 3.2.4.

ii) Northern Lights College - File #22-99-11-10 Medical Travel Referral Benefit

The Union advised their position is that the per diem rate is separate and distinct from travel costs and while the per diem daily rate was changed, the payment of transportation was not.

There are at least three institutions who have clauses in their local agreements, Northwest Community College, College of New Caledonia and Northern Lights College. In the case of NWCC and CNC, the matter is not in dispute and the parties agreed that transportation rates would continue to be paid. With respect to the superior benefit language, the Unions do not see this as "cherry picking" and people are entitled to maintain improvements.

The Employers said they are prepared to accept the Unions' position on the basis that this was the intent at the bargaining sessions re the common table. They also advised they have agreed with the Union submission on this one interpretation on a without prejudice basis to any future

interpretations of what the word "provision" might mean in the context of Article 13.

B. Pearson will draft a response to the local parties and advised they should expect to receive a formal response within ten days. The Minutes will reflect the "notwithstanding future interpretation" however, it will not be included in the letter to the local parties.

iii) Malaspina University College - File #20-99-11-23 - CTM

This referral was submitted jointly by the BCGEU and the Faculty Association.

The position of the Unions is that CTM work is bargaining unit work and any attempt to move from that position requires the agreement of the local unions.

The Employers' response was that the CTM Board endorsed the clarification of "Jurisdiction" saying that if the work falls within the jurisdiction of another union or employee group the work will be done according to the certifications and practice of that institution. This is the basis under which MUC was functioning with an understanding that the interpretation had been "blessed" by CIEA.

The Unions advised that CTM is a creature of the collective agreement notwithstanding they are a separate society created by parties to the agreement. They can adopt operating procedures but they cannot amend the collective agreement.

The Employers said that, from their side, the intent of this whole section is to bring new work to the system and part of the intent is to bring work to the bargaining unit members but, at the same time, not the intent to change certification or practices at local institutions. In light of the discussions, the employers suggested the following statement go back to the parties:

"JADRC believes the intent of Article 3.5.6 of the Common Agreement is as follows:

- Traditional management work will continue as management work;
- Traditional support staff work will continue as support staff work;
- Traditional instructional work is instructional work unless other arrangements are mutually agreed to by the local parties giving due consideration to the certifications and practices of the institutions

JADRC requests the parties to review the matter in the context of this interpretation and JADRC remains seized of the issue."

The Unions disagreed with the statement and said the statement is "less than what the local agreement says". They also said they were not interested in taking work from other bargaining

units but the employers cannot arbitrarily decide who the work goes to; it is the unions' work unless they grant a waiver. The Union recognizes there is administration/support components to the contracts; however, they are suggesting there is an up-front presumption it is bargaining unit work.

With respect to file 20-99-11-23, the work that is in dispute is currently work of the bargaining unit. Unless there is consultation (or unless otherwise agreed to), the work belongs to the bargaining unit and the effective date is the start of the contract. The local parties should discuss the situation in light of this decision, and JADRC will remain seized of the issue. This decision will be relayed to the parties in the dispute at Malaspina.

The Unions advised they acknowledge that this interpretation will resolve this narrow dispute and propose JADRC put the broader issue in abeyance. The Unions will canvas others and at a future meeting, will determine if JADRC can agree to an interpretation or go to arbitration. The Unions advised they are not withdrawing their objections.

Next Meeting

The next meeting is scheduled for February 17, 2000. Subsequent meetings will take place the third Thursday of the month:

March 16, 2000

April 20, 2000

May 18, 2000

June 23, 2000 (this is an exception and the meeting will take place on the 4th Thursday of the month due to a conflicting schedule with the PSEA AGM/Board Meeting being held in Castlegar)

July 20, 2000

August 17, 2000

September 21, 2000

October 19, 2000

November 16, 2000

December 21, 2000

There being no further business, the meeting adjourned at 1:50 p.m.