

## LETTER OF UNDERSTANDING

### RE: NEW JOB EVALUATION SYSTEM – MAINTENANCE PROVISIONS

#### PREAMBLE:

In order to administer the new CUPE 2950 Job Evaluation System, which was implemented on March 16, 2008, the parties agree to the following replacements in the collective agreement:

#### PROVISIONS:

**ARTICLE 31 of the Collective Agreement dated March 31, 2006 is replaced with the following:**

#### **ARTICLE 31 JOB DESCRIPTIONS, JOB EVALUATION, RECLASSIFICATIONS AND MISCLASSIFICATION**

A benchmark classification system with an underlying point factor plan is utilized to classify jobs.

##### **31.01 New Benchmarks**

The Employer is responsible for developing new benchmarks.

When a new benchmark is developed, the Employer will evaluate the benchmark using the point factor plan, and will assign a pay grade. The Employer will provide new benchmarks to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.03.

##### **31.02 Revised Benchmarks**

The Employer is responsible for updating and maintaining benchmarks. Changes to benchmarks may or may not result in a change in job evaluation points and pay grade.

When a benchmark is revised, the Employer will evaluate the benchmark using the point factor plan, and will assign a pay grade. The Employer will provide revised benchmarks to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.03.

### **31.03 Expedited Arbitration – Resolution of Job Evaluation Points and/or Pay Grades**

Where the Employer and Union can't resolve a dispute over job evaluation points and/or pay grade for a new or revised benchmark, or for a unique job, the matter may be referred to an arbitrator that is mutually agreed to by the parties, for resolution through an expedited arbitration process.

- (A) A case management meeting shall occur between the parties prior to the expedited arbitration. The parties shall agree on as many facts of the case as possible.
- (B) The parties will brief the arbitrator on the outcome of the case management meeting prior to the arbitration. Based on the case management meeting the arbitrator will provide direction to the parties about the type of witnesses and documentation that should be included in the expedited arbitration.
- (C) The expedited arbitration will not include formal evidence or formal witness testimony. Informal inclusion of witnesses and argument are limited to those required to provide relevant information, as determined by the arbitrator.
- (D) The arbitrator will make a determination based on the point factor plan. The evaluation and pay grades of existing benchmarks only will be used as comparators.
- (E) The arbitrator does not have jurisdiction to create new factors, factor "degrees"/levels, pay rates, and/or pay grades that are not already part of the existing job evaluation plan.
- (F) The decision of the arbitrator is final and binding, and is on a without prejudice and without precedence basis.
- (G) Arbitration costs will be equally shared by the parties.

### **31.04 Job Descriptions**

A job description will be developed by the department head (or designate) for each position in the department.

Job descriptions will outline the responsibilities, qualifications, and duties to be performed by the incumbent.

Job descriptions will not include "preferred qualifications", or phrases such as "all other duties as required"; however, the phrase "performs duties related to the qualifications and requirements of the job" is permissible. Job descriptions will not include statements that the job is required to act in another position; rather, the job description will outline all duties that the incumbent is regularly required to perform.

The employee and/or the Union will be provided a copy of the job description upon request.

### **31.05 Classification/Evaluation of Jobs**

- (A) The Employer is responsible for classifying/evaluating jobs. Jobs are classified to benchmarks based on "best fit"; that is, the job is classified to the benchmark where the scope and level of the job are a "best fit" with the scope and level definition outlined on the benchmark. It is recognized that benchmarks are not

"watertight compartments", and that there is overlap across benchmarks. The best fit with the scope and level definition is determinative, and the other elements of the benchmark provide guidance.

- (B) The Employer will evaluate jobs that are unique in nature, and that are not a "best fit" with any benchmark, against the point factor plan that underlies the benchmarks, and will assign the jobs to pay grades based on the point factor scores.

The Employer will provide a copy of evaluated unique jobs to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.03.

- (C) Jobs that are a "best fit" with two or more benchmarks (i.e., where the job performs a substantive amount of the scope and level of two or more benchmarks) will be classified to the benchmark that is at the higher pay grade.
- (D) The Total Compensation unit of the Human Resources department will conduct a review of a job classification upon request if the Union has concerns about the classification.
- (E) The Total Compensation unit may audit job classifications and make adjustments as required.

### **31.06 Reclassification Requests**

If an employee who has completed his/her probationary/orientation period believes that his/her job is incorrectly classified, he/she should submit a request to his/her manager for a review of the job classification. The request must be made on the designated form, and must include the reasons the employee believes that his/her job is inappropriately classified. Upon receipt of a reclassification request, the manager shall review the job classification in accordance with Article 31.05 above, and will attempt to resolve the matter if the manager believes there is merit to the request.

If the matter is not resolved, the employee may submit a formal request for reclassification. A minimum of six (6) months must elapse between each reclassification request.

- (A) The request must be made on the designated form and submitted to the Total Compensation unit, who will provide a copy to the Union and the department head (or designate). The request should be accompanied by a job description.
- (B) Where the Total Compensation unit determines that it will add value to the process, they will interview the employee and/or the department head (or designate). In such circumstances, at the request of the employee a Union steward shall be present at the interview.
- (C) The employee and department head (or designate) shall be notified of the results of the reclassification request by letter (including rationale), with a copy to the Union, within eight (8) weeks of the date that the Total Compensation unit received all required information on the reclassification

request forms, including the form that the employee's manager must complete.

- (D) If the employee is not satisfied with the outcome, she/he shall have the right to appeal the decision, pursuant to Article 31.07.
- (E) If an employee's position is reclassified, that employee shall not be required to serve a new probationary or orientation period.

### **31.07 Appeal Process – Appeal of the Outcome of a Reclassification Request**

If an employee is not satisfied with the outcome of the reclassification request, she/he may appeal through the following process:

- (A) Within thirty (30) days of receipt of the results of their reclassification request, the employee must notify the Total Compensation unit in writing of their desire to appeal the decision.
- (B) A Joint Appeal Committee (JAC) will attempt to resolve the appeal. Quorum for the JAC is two individuals representing the Union and two individuals representing the University. Neither party shall have more than two representatives. Where the Union's committee and the University's committee agree, the appeal is resolved. By arrangement with her/his supervisor, the Union's appointed JAC member shall be permitted the necessary time off without loss of pay or benefits to attend the JAC meeting. In accordance with the practice of article 8.04 of the Collective Agreement, the Union and the University shall notify each other, in writing, of the names of their appointed representatives to the JAC.
- (C) Appeals not resolved by the Joint Appeal Committee may be referred by either party to an arbitrator that is mutually agreed to by the parties for resolution under an expedited arbitration process.
- (D) A case management meeting shall occur between the parties prior to the expedited arbitration. The parties shall agree on as many facts of the case as possible.
- (E) The parties will brief the arbitrator on the outcome of the case management meeting prior to the arbitration. Based on the case management meeting the arbitrator will provide direction to the parties about the type of witnesses and documentation that should be included in the expedited arbitration.
- (F) The expedited arbitration will not include formal evidence or formal witness testimony. Informal inclusion of witnesses and argument are limited to those required to provide relevant information, as determined by the arbitrator.
- (G) The arbitrator will make a determination based on the "best fit" of the job to a benchmark. Where the job is not a good fit with any of the existing benchmarks, the arbitrator may assign the job to a pay grade based on applying the point factor plan, in which case the evaluation and pay grades of existing benchmarks only will be used as comparators.
- (H) The arbitrator does not have jurisdiction to create new factors, factor "degrees"/levels, pay rates, and/or new pay grades that are not already part of the existing job evaluation plan.

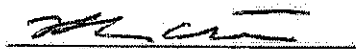
- (I) The decision of the arbitrator is final and binding, and is on a without prejudice and without precedence basis.
- (J) Arbitration costs will be equally shared by the parties.

**31.08 Wage Increase Awarded Through Reclassification**

- (A) A wage increase awarded as a result of reclassification shall be retroactive to the date of change of job duties to a maximum of twenty-one (21) months, or when no date can be established, retroactive to the date of the written reclassification request. The employee shall be placed on the step in the pay grade that ensures an increase in monthly salary of at least fifty dollars (\$50.00), where possible.
- (B) Where the job does not entail new job duties, and has been misclassified since date of hire, the employee shall be placed on the same step in the appropriate pay grade as she/he was on in the original pay grade, and shall receive full pay rate adjustment retroactive to date of hire, to a maximum of twenty-one (21) months.
- (C) With respect to 31.08(A) and (B) above, in no case shall the wage increase be awarded retroactive to a date prior to March 17, 2008.

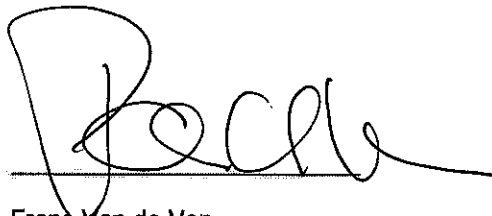
Responsibilities and processes, as set forth in this Letter of Understanding, will be subject to the following conditions:

- There shall be a trial period for these provisions ending December 31, 2009, during which the parties may agree to make adjustments to the system, as required. After the trial period this Maintenance Agreement Letter of Understanding, including any agreed to adjustments, will replace Article 31 of the collective agreement.



Maynard Witvoet  
Employee Relations Manager  
(for the University)

Date: MARCH 11, 2009



Frans Van de Ven  
Business Agent  
(for the Union)

Date: March 17, 2009