

MEMORANDUM OF AGREEMENT

Between

**Emily Carr University of Art and Design
(the "University")**

And

**CUPE Local 15 – VMECW
(the "Union")**

Subject to PSEC approval

The University and the Union bargaining committees agree to recommend the terms set out in this Memorandum of Agreement for ratification by their respective principals.

It is understood and agreed that upon the completed signing of this Memorandum of Agreement the parties shall schedule the necessary meetings to ensure that their respective principals vote on the recommendations. The Memorandum of Agreement shall also be subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Subject to such ratification, the current collective agreement will be amended by all items contained in this Memorandum including the Greensheets and Letters of Understanding attached to this Memorandum. All other provisions of the collective agreement are to be renewed without change except where modified by housekeeping changes.

The term of the new collective agreement shall be April 01 2010 to March 31 2012.

Except as identified above, all other proposals tabled by the parties shall be withdrawn.

All amendments shall be effective the date of ratification of this Memorandum of Agreement unless specified otherwise.

Dated at Vancouver, British Columbia, this 23 day of FEB, 2012.

For the University;

For the Union:

Signed by the employer and union representatives.

Greensheets

Term of Agreement: April 01 2010 to March 31 2012

Dec. 02 2010
Employer counter Proposal
Union Proposal #12

8.3 **Experimental Work Schedules**

Terms and conditions of this Agreement may be varied by mutual agreement of the ~~University-Institute~~ and the Union in order to implement work schedules that are modifications of the work schedules set forth in this Agreement. Examples may include:

- job sharing
- compressed work week
- nine-day fortnight
- variable schedules for part-time employees

Mutual agreement is required prior to the commencement of any proposed work experimental schedule. Either party (including the employee(s)) may terminate an experimental work schedule with a minimum of thirty (30) days written notice. Experimental work schedules shall not be unreasonably denied by the employer.

Casual employees who accept work replacing an employee on an experimental work schedule whose regularly scheduled hours of work exceed seven (7) hours will work up to 8.75 hours of the regularly scheduled work without overtime.

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Employer Counter Proposal
Union Proposal #24
(NB- Employer Housekeeping)

15/12/2010

10.13 **Retirement**

10.13.1 Employees typically retire by age sixty-five (65). ~~If employees wish to continue employment after retirement age, they may apply in writing to the Institute President. Any decision made with respect to this clause will be at the discretion of the Institute President and will not be subject to the grievance procedure.~~ Employees who work beyond age sixty-five (65) will be covered by all the terms and conditions of this Agreement except where prohibited by

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legislation or benefit plan insurance contracts. **In any case, employees will provide one year's notice of anticipated retirement date.**

10.13.2 Employees who retire from the ~~University Institute~~ under the provisions of the Municipal Pension Plan will receive their full annual vacation entitlement for the year of retirement.

Union Proposal #27

Article 10.17.2

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Amend to " **The University will ensure that all of the underwriters of the group benefit plans will provide coverage for same gender spouses consistent with coverage for spouses.**"

*February 10 2011
Employer Proposal #12*

11.2 **Family Illness**

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11.2.1 Probationary and permanent employees will be granted up to five (5) days of paid leave per calendar year to attend to a member of their immediate family in the following circumstances:

- when no other relative can provide for the needs of the ill family member;
or
- when a member of the immediate family is hospitalized.

*January 13 2011
Employer Counter to Union Proposal #9*

New Article 17.1.6

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Employees who are interested in career development opportunities and have provided advice of their interest to Human Resources and their manager may be considered for casual assignments provided they possess the ability to adequately perform the work, and subject to the approval of their current supervisor and the casual assignment supervisor. This only applies to positions that are not subject to posting in accordance with 17.1.1.

April 04 2011
Employer Counter to Union Proposal #44

Article 20.2.1 (NB – should be 20.2.2)

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If employees are deprived of employment by an implementation of these changes, they will receive priority consideration for other employment with the **University** provided **they possess the ability to adequately perform the work in question**. This priority consideration will be consistent with the lay-off provisions and other clauses dealing with acquired rights.

Employer Counter Proposal
Union Proposal #45

04/11/2010

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21.2 **Correspondence**

21.2.1 The **University Institute** will make every effort to copy the Union on any and all correspondence to members of the bargaining unit that applies or interprets the Agreement or **letters of termination** or is a statement of **University Institute** policy, or is a general notice for employees.

21.2.2 Should the **Institute University** inadvertently fail to copy the Union on any of this correspondence, no penalty will apply. Should an error be discovered, it will be corrected retroactively.

November 28, 2011
Employer Counter to Union Proposal #46

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21.3.1 When an employee is absent, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities will be established by the employee and supervisor to accommodate the work to be performed. This clause is not intended to supersede Clause 9.3, Substitution.

21.3.2 Employees who have concerns about workload may consult with their immediate supervisors to review priorities and explore other strategies to resolve the workload problem.

21.3.3 If the concern is not resolved, the employees or the employees' shop steward may refer the matter to the Director of Human Resources, the Vice-President Academic & Provost or the Vice-President Finance and Administration who will investigate the matter and recommend solutions.

21.3.4 The **University Institute** is committed to providing employees with a humane and supportive workplace. Issues surrounding workload will be dealt with by the **University Institute** in this spirit.

January 13 2011
Employer counter to Union Proposal #53

21.4 Disciplinary Meetings

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21.4.1 An employee shall have the right to shop steward representation at any formal meeting with the University regarding matters of a potentially disciplinary nature involving the employee and at any disciplinary meeting with the University. ~~When a supervisor or manager meets with an employee for the purpose of disciplining the employee, or~~ where a meeting becomes disciplinary, or where an employee states they feel it is a disciplinary meeting, the employee has the right to have a shop steward present, even if it involves temporarily adjourning the meeting. If the employee is a shop steward, the employee has the right to have another Union representative present.

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21.4.2 The supervisor or manager will advise the employee of the right to have a shop steward present in advance of the meeting.

December 02 2010
Employer counter Proposal
Union Proposal #50

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Article 21.10 – Written Response

Employees or the Union are entitled to receive a written answer or confirmation of receipt to any written enquiry or question concerning the interpretation or application of the Agreement, University policy or University benefit plans. **The response will normally be within ten (10) working days. Where this is not possible, the University will provide an estimate of when the employee or Union may expect a full timely answer to the enquiry or question. Where the University requests information of the Union, the Union will provide a response within these same parameters.**

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Feb. 23 2012

Housekeeping

In drafting changes to the revised Collective Agreement, the parties will include appropriate cross references to clauses in the agreement.

The parties will update the Index where appropriate.

Replace "Institute" with "University"

Schedule A (attached) – revise to reflect new titles/paygrades resulting from pay equity.

Schedule B (attached) – revise to reflect new pay scale resulting from pay equity.

Schedule C – Maternity Leave – Delete

Understandings from 2001 – 2004 Bargaining: Delete first paragraph

Understandings from 2004 – 2010 Bargaining: Replace first paragraph with LOU #2 and Delete 2nd paragraph

Delete Letter of Understandings #1, 2, 3, 4, and #5 re: Fiscal Dividend .
Eye Exam will be incorporated into Article 10.7. Effective Date will remain.

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February 10 2011
Employer Counter to Union Proposal #43

Letter of Understanding #1

Re: Great Northern Way

In anticipation of a possible new campus for Emily Carr University at the Great Northern Way site, the University is committed to engaging support staff in the design and planning process in accordance with Articles 20.0, 20.2.1 and 20.3 of the Collective Agreement.

The Joint Consultation Committee will be tasked with monitoring the effectiveness of the consultation with support staff and will address any issues that may arise during this process.

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Delete Paragraph 1 under Understandings from 2004-2010 Bargaining

Letter of Understanding #2

The Parties agree to meet before the expiry of the Collective Agreement to continue discussions on the feasibility of and interest in establishing a Deferred Salary Leave Plan.

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Letter of Understanding
Collective Bargaining 2010
Compensation Re-opener

The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

The University agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Emily Carr University and CUPE Local 15 Collective Agreement arising from the current collective bargaining, the Union will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be governed by the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

The Letter of Understanding expires at midnight on March 31, 2012.

Signed Feb. 23, 2012 ^{AS}

Signed on behalf of the University

Signed on behalf of the Union

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Schedule A
Allocation of Positions to Pay Grades

Pay Grade	Position	Working Titles Covered
A		
B	Receptionist Mailroom/Copy Clerk	Receptionist B Mailroom/Copy Clerk
C	Accounting Clerk 1 Administrative Assistant C Library Assistant Receptionist	Accounting Clerk 1, Cashier Administrative Assistant C, Advising Centre Administrative Assistant C, Admissions + Registration Administrative Assistant C, Continuing Studies Administrative Assistant C, Facilities Library Assistant Receptionist C
D	Accounting Clerk 3 Administrative Assistant D Technician	Accounting Clerk 3, Accounts Payable Administrative Assistant D, Admissions + Recruitment Administrative Assistant D, Continuing Studies Administrative Assistant D, Financial Awards Administrative Assistant D, Industry Liaison Administrative Assistant D, International Education Administrative Assistant D, Records + Registration Administrative Assistant D, Special Projects, CS Administrative Assistant D, University Advancement AV Technician
E	Accounting Clerk 3 Administrative Assistant E Bookstore Assistant Technician	Accounting Clerk 3, Accounts Receivable Administrative Assistant E, Continuing Studies Administrative Assistant E, Deans Office Administrative Assistant E, Facilities Administrative Assistant E, Grad Program Administrative Assistant E, Student Services Administrative Assistant E, Technical Services Administrative Assistant E, University Advancement

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		Bookstore Assistant Continuing Studies Technician
F	Administrative Assistant F Library Assistant 4 Technician 1	Administrative Assistant F, Communications A Administrative Assistant F, REB Administrative Assistant F, University Advancement Classroom Support Technician Junior Programmer* Library Assistant 4 Studio Technician 1, Photography Studio Technician 2, Output Service Bureau*
G	Administrative Assistant G Technician 2 Operating Engineer Payroll Clerk 3	Administrative Assistant G, Continuing Studies Computer Tech 2, Curriculum + Technical Support* Computer Tech 3, Workstations + Telephony* Continuing Studies Technician 2 Operating Engineer Payroll Clerk 3 Studio Technician 2, Tool Crib
H	Accounts Payable Supervisor Administrative Assistant H Advisor Program Assistant Senior Library Assistant 2 Studio Technician 2	Accounts Payable Supervisor Admissions Advisor Financial Awards Advisor Foundation Program Advisor Registration Advisor IDS Technician 3* Intermediate Accountant Program Assistant, Continuing Studies Sr Library Assist 2, Circulation + Systems Supervisor Studio Technician 2, Ceramics Studio Technician 2, Shop Support
I	Coordinator, Publications Studio Technician 3 Senior Graphic Designer	CNC Technician 3 Coordinator, Publications Coordinator, Teaching + Learning Centre* Curriculum Mac Support Technician IDS Technician 4* Senior Equipment Technician

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		Senior Graphic Designer Studio Technician 3, Animation Studio Tech 3, Communication Design Studio Technician 3, Foundation Studio Technician 3, Media Arts Studio Technician 3, Metal Shop Studio Technician 3, Mixed Media Sculpture Studio Technician 3, Output Service Bureau Studio Technician 3, Print Media Studio Technician 3, 3D Sculpture Studio Tech 3, Soft Shop/Embroidery
J	Audio Visual Coordinator Engineering Supervisor Senior Accounting Studio Technician 3	Audio Visual Coordinator Engineering Supervisor Gallery Assistant 2 Senior Accountant* Studio Technician 3, Ceramics
K		Coordinator of Photography Services
L	Shop Technologies Coordinator	Shop Technologies Coordinator
M		

*Anomaly positions as per Article 7

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SCHEDULE B				
Emily Carr University of Art and Design				
SUPPORT STAFF				
Annual Rates Effective August 1, 2009				
Pay Equity Scale				
Pay Grade	1	2	3	4
A	32,461.67	33,209.05	33,972.75	34,753.82
B	33,972.75	34,753.82	35,553.26	36,371.08
C	35,553.26	36,371.08	37,207.28	38,062.88
D	37,207.28	38,062.88	38,938.90	39,834.32
E	38,938.90	39,834.32	40,750.15	41,687.43
F	40,750.15	41,687.43	42,646.15	43,627.33
G	42,646.15	43,627.33	44,630.97	45,657.08
H	44,630.97	45,657.08	46,707.69	47,781.78
I	46,707.69	47,781.78	48,880.38	50,005.52
J	48,880.38	50,005.52	51,155.16	52,331.36
K	51,155.16	52,331.36	53,535.11	54,766.44
L	53,535.11	54,766.44	56,026.35	57,314.86
M	56,026.35	57,314.86	58,632.97	59,981.71

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Emily Carr University of Art and Design					
SUPPORT STAFF					
Monthly Rates Effective August 1, 2009					
Pay Equity Scale					
Pay Grade	1	2	3	4	
A	2,705.14	2,767.42	2,831.06	2,896.15	
B	2,831.06	2,896.15	2,962.77	3,030.92	
C	2,962.77	3,030.92	3,100.61	3,171.91	
D	3,100.61	3,171.91	3,244.91	3,319.53	
E	3,244.91	3,319.53	3,395.85	3,473.95	
F	3,395.85	3,473.95	3,553.85	3,635.61	
G	3,553.85	3,635.61	3,719.25	3,804.76	
H	3,719.25	3,804.76	3,892.31	3,981.81	
I	3,892.31	3,981.81	4,073.36	4,167.13	
J	4,073.36	4,167.13	4,262.93	4,360.95	
K	4,262.93	4,360.95	4,461.26	4,563.87	
L	4,461.26	4,563.87	4,668.86	4,776.24	
M	4,668.86	4,776.24	4,886.08	4,998.48	

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Emily Carr University of Art and Design				
SUPPORT STAFF				
Hourly Rates Effective August 1, 2009				
Pay Equity Scale				
Pay Grade	1	2	3	4
A	17.84	18.25	18.67	19.10
B	18.67	19.10	19.53	19.98
C	19.53	19.98	20.44	20.91
D	20.44	20.91	21.39	21.89
E	21.39	21.89	22.39	22.91
F	22.39	22.91	23.43	23.97
G	23.43	23.97	24.52	25.09
H	24.52	25.09	25.66	26.25
I	25.66	26.25	26.86	27.48
J	26.86	27.48	28.11	28.75
K	28.11	28.75	29.41	30.09
L	29.41	30.09	30.78	31.49
M	30.78	31.49	32.22	32.96

AS. K. Employer Proposal February 23, 2012

7. Job Evaluation Classification and Salary Review

Job evaluation shall be governed by the procedures and definitions set out in the Emily Carr University/CUPE Local 15 – VMECW, (“The Parties”) Gender Neutral Position Evaluation Plan (“The Plan”). Any amendments to the Plan shall be by mutual agreement of the parties.

7.1 Terms of Reference

7.1.1 Job evaluation analysis will consider:

- o the factors, degrees and definitions contained within the Plan;
- o whether the various factors of the position and its related accrued points fall within the pay level in which it is located;
- o whether or not the duties, responsibilities and other aspects of the position have changed sufficiently to warrant a new or revised level.

~~Classification reviews will consider whether or not the duties and responsibilities of a position fall substantially within those contained in the class specification or have changed sufficiently to warrant a new or revised classification. A classification review which results in a change of classification or rate of pay will be considered a reclassification.~~

~~Classification and salary reviews will consider whether or not the rate of pay attached to or recommended for a classification, new classification or changed classification is proper or bears a realistic and acceptable relationship when compared to other positions of equal value or relative value within the guidelines contained in Clauses 7.1.3, 7.1.4 and 7.1.5.~~

Anomalies

7.1.2 For those new or substantially changed positions which, after the job evaluation analysis is completed, are identified as having ~~the factor or factor degrees of the Plan do not recognize or acknowledge~~ the unique qualifications that the Plan does not sufficiently recognize or acknowledge, the parties will consider the creation of an anomaly.

7.1.3 In such exceptional circumstances of an anomaly, a salary review will be conducted by Human Resources. Initial comparisons are limited to comparable positions based on class specifications and/or job descriptions and rates of the University and similar jobs and corresponding rates of pay at BCIT, Capilano University, Kwantlen Polytechnic University, Douglas College, Vancouver Community College and Langara College.

7.1.4 Where, after seeking the comparisons listed in Clause 7.1.3, there are not three (3) valid ones, comparisons will be solicited from other Colleges and Institutes in BC.

7.1.5 Where, after seeking the comparisons listed in clause 7.1.4, there are not three (3) valid ones, comparisons will be solicited from other places that have comparable work.

7.1.6 Job descriptions and rates of pay of the relied upon comparators and any other correspondence or documents related to the review, will be shared between the parties upon request. Market placement percentile reflects Emily Carr University's overall salary scale in relation to other relevant institutions as identified in Articles 7.1.3 and 7.1.4. The rate of pay assigned to the anomalous position will be constrained by this market placement percentile and the current pay scale (Schedule B).

7.1.7 Such anomalies shall not become grounds for appeal for other positions or position categories.

(NB - 7.1.8, 7.1.9, 7.1.10 moved to 7.3)

7.2 Review Procedure

7.2.1 Requests for a job evaluation classification review may originate with the Union, the University or an employee. ~~Requests for salary review may originate with the Union or the University.~~ The request must be in writing and submitted to the Director of Human Resources. The request must detail the rationale for the job evaluation review ~~proposed change~~ and address the terms of reference. Copies of all requests for job reviews and/or extensions, shall be provided to the Union.

Within five (5) working days of an employee or the Union submitting a written request for a job evaluation review, the University will provide the employee with a job evaluation description questionnaire to complete, as well as the most recent completed job evaluation questionnaire, subject to FOIPPA considerations.

The completed questionnaire must be returned to the Director of Human Resources within twenty (20) working days of receiving the questionnaire. An extension of up to ten (10) working days may be requested and will not be unreasonably denied. An additional extension, of a fixed duration may be granted by mutual agreement of the parties. Should an extension not be requested and/or if the questionnaire is not submitted by the extension deadline, the review will be considered to be withdrawn.

7.2.2 The University shall conduct a review of the position using the terms of reference contained in Clause 7.1. All requests for a position evaluation shall be dealt with and the employee and the Union shall be provided with the review results in writing within two (2) months from the date of receipt of the questionnaire. The notification shall contain all applicable data used in applying the Plan. An extension of up to twenty (20) working days may be requested and will not be unreasonably denied.

7.2.3 Except by mutual agreement of the Union and the University or where a significant change in duties or responsibilities can be demonstrated, a request for job evaluation ~~classification review~~ from any source may be rejected by either Party if less than two (2) years has elapsed since the resolution of the last evaluation review. Should the Parties fail to agree on the status of any request the matter may be referred to the adjudicator with job evaluation expertise for a decision as provided in Clause 7.3 and 7.4.

~~7.2.4 Step 1~~

~~Within five (5) working days of an employee or the Union submitting a written request for a classification review, the Institute will provide the employee with a questionnaire to complete.~~

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~~7.2.5 The completed questionnaire must be returned to the Director of Human Resources within forty (40) working days of receiving the questionnaire. If the questionnaire is not returned within this time, the review will be considered to be withdrawn.~~

~~7.2.6 Within twenty (20) working days of receiving the completed questionnaire, the Director of Human Resources or designate will meet with the employee to discuss it. A draft job description will be produced within ten (10) working days of the meeting.~~

~~7.2.7 The draft job description will be returned to the employee and the Union.~~

~~7.2.8 If the Union does not agree that the job description accurately reflects the duties an employee is performing, it will notify the Institute of its disagreement within twenty (20) working days of receiving the job description. The Union and the Institute will make every reasonable effort to meet and discuss the job description within a further twenty (20) working days. The Institute will respond in writing to the Union within ten (10) working days of the meeting.~~

~~7.2.9 If agreement is not reached, the Union may refer the matter to the appeal process as provided for in Clause 7.2.15.~~

~~7.2.10 If the job description is agreed upon, the Institute will complete the review and will notify the Union and the employee of the results in writing within a further thirty (30) working days. The notification will contain the reason for the decision including a statement of comparisons made and all applicable data used in applying the terms of reference.~~

~~7.2.11 If the Union has requested a salary review, the Institute will conduct the review according to the terms of reference in Clauses 7.1.3, 7.1.4 and 7.1.5, and will notify the Union in writing of the results within sixty (60) working days of the request. The notification will contain the reason for the decision including a statement of comparisons made and all applicable data used in applying the terms of reference.~~

~~7.2.12 Step 2~~

~~If the Union does not agree with the results, it may notify the Director of Human Resources that it intends to appeal within twenty (20) working days of receiving the notification provided for in Clauses 7.2.10 or 7.2.11. Within a further thirty (30) working days, the Union will indicate the basis of its disagreement and will cite its own research and comparisons.~~

~~7.2.13 The Parties will make every reasonable effort to meet and discuss the appeal within twenty (20) working days of the Union providing the basis of its disagreement to the Institute.~~

~~7.2.14 The Institute will respond in writing to the Union within ten (10) working days of the appeal meeting.~~

~~7.2.15 Step 3~~

- ~~If:~~
- ~~• agreement is not achieved at Step 2; or~~
 - ~~• the Union has referred a dispute regarding the job description, as provided for in Clause 7.2.9; or~~
 - ~~• a dispute arises whether a significant change in duties or responsibilities can be demonstrated, as provided for in Clause 7.2.2;~~

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~~the matter may be referred within twenty (20) working days to a single arbitrator who will make a final and binding decision.~~

~~7.2.16 The Parties will attempt to choose a single arbitrator.~~

~~7.2.17 If the Parties are unable to agree on the arbitrator, either Party may apply to the Minister of Labour to make the appointment. When the Director of the Collective Agreement Arbitration Bureau has been appointed, either Party may apply to that person to make the appointment.~~

~~7.2.18 The arbitrator will be governed by the terms of reference in Clause 7.1 and:~~

- ~~• if the dispute concerns the description of the duties an employee is performing, the arbitrator will determine the correct description of the duties and the correct rate of pay;~~
- ~~• if the dispute concerns whether or not the duties and responsibilities fall substantially within those contained in the class specification, the arbitrator will determine whether they do or not;~~
- ~~• if the dispute concerns the rate of pay, the arbitrator will determine the correct rate of pay;~~
- ~~• if the dispute concerns whether a significant change in duties or responsibilities can be demonstrated, as provided for in Clause 7.2.2, the arbitrator will determine the matter.~~

~~7.2.19 At least twenty (20) working days prior to the arbitration, the Parties will provide each other with the salary comparisons they are going to use. The Parties will have the right to revise their comparisons if they provide their revisions to the other Party at least ten (10) working days prior to the arbitration.~~

~~7.2.20 The arbitrator's compensation and costs will be shared equally by the University and the Union.~~

~~7.2.21 With the mutual agreement of the Union and the University the arbitration process contained in this Clause may be bypassed and the dispute may be referred to the Investigator (Clause 6.4) or to the Alternate Dispute Resolution Processes (Clause 6.8). If this occurs, the provisions of Clause 7.2.18 will apply.~~

~~7.2.22 The University will send the Union a copy of all requests for classification review, completed questionnaires, job descriptions and any other correspondence or documents related to classification reviews.~~

~~7.2.23 The time limits contained in this clause may be extended by mutual agreement.~~

7.3 Appeal Process – Job Evaluation Review

7.3.1 Within thirty (30) calendar days of receiving the results of the position review, the Union may request a re-examination of the review. The request shall include the reasons for re-examination, including rating factors apparently in dispute.

7.3.2 Within fifteen (15) working days, a designated Employee Representative and up to three (3) Union representatives (including the Staff Representative or designate) with expertise in job evaluation will meet with the University Representative who has evaluated the position and the Director, Human Resources for reconsideration of all relevant information. . .

Comment [sa1]: New

Additional participants from

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either side may attend by mutual agreement. In that event, the payback system will apply for any additional employee representatives in attendance.

Comment [sa2]: new

7.3.3 Following this step, the Director, Human Resources will convey a written decision on the matter to the Union within twenty (20) working days of the meeting. An extension of up to twenty (20) working days may be requested and will not be unreasonably denied

Adjudication

7.3.4 In the event the Union is dissatisfied with the decision rendered above, the matter may be referred, within fifteen (15) working days of the receipt of said decision, to an adjudicator with job evaluation expertise of mutual agreement for final and binding determination.

7.3.5 The adjudicator shall proceed as soon as practical to resolve the matter. The adjudicator will be governed by the terms of reference as outlined in Article 7.1. He/she shall be supplied with all relevant documentation, including existing evaluation results and job descriptions.

7.3.6 Each party will provide a written submission to the Adjudicator two (2) weeks in advance of the scheduled adjudication. The submission will identify factors in dispute and present arguments in favour of the position advocated.

7.3.7 It is the intention of the parties that the adjudication meeting will take no more than one (1) day, with up to three (3) persons attending as Union representatives (including the Staff Representative or designate) and up to three (3) persons attending as the Employer representatives. The payback system will apply for any additional employee representatives. Additional participants from either side may attend by mutual agreement. In that event, the payback system will apply for any additional employee representatives in attendance.

Comment [sa3]: new

Comment [sa4]: new

7.3.8 The adjudicator's compensation and costs will be shared equally by the University and the Union.

7.3.9 The Union shall be responsible for advancing the matter to each succeeding step of the procedure and shall do so by notifying the College University in writing within the time limits prescribed. If such notice is not given, the matter shall be deemed to be abandoned and all future resource under this collective agreement shall be at an end.

7.3.10 The time constraints in this Article may be extended by mutual agreement. Such extensions will not be unreasonably denied, with the understanding that both parties are committed to a timely resolution.

7.4 Appeal Process - Anomalous Positions

7.4.1 Should the parties fail to agree on a rate of pay for an anomalous position, the matter shall, within fifteen (15) working days, be discussed between the Director, Human Resources and the up to three (3) Union representatives (including the Staff Representative or designate) with expertise in job evaluation. Additional participants from either side may attend by mutual agreement. In that event, the payback system will apply for any additional employee representatives in attendance.

Comment [sa5]: included "or designate"

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7.4.2 If agreement is not achieved, in 7.4.1, then the matter of rates may be referred, within thirty (30) working days to an external adjudicator with job evaluation expertise agreed by the parties, for final and binding determination.

7.5 Adjustments to Salary

7.5.1 If as a result of a ~~classification~~ job evaluation or salary review any change is to be made, the change will be effective the first day of the pay period closest to the date of receipt of the request by the Director of Human Resources, or such date as may be appropriate, subject to the provisions of Clause 7.5.5.

7.5.2 Upon job re-evaluation or salary review, employees will be placed on the scale according to their length of service with the University and without change to their increment date.

7.5.3 When the University finds a change is required, any adjustment including any retroactive payment will be put into effect as soon as possible, subject to Clause 7.5.5. This will not prejudice the Union's right to appeal.

7.5.4 If a position is evaluated and has the salary revised downwards, each incumbent may elect one (1) of the following methods of treatment:

- to have the rate of pay immediately reduced to the new level and receive a lump sum payment at the earliest opportunity of twenty-four (24) times the monthly difference between the old and new rates;

OR

- to have the former salary continued. The incumbent will continue to receive all general increases and increments. The University may unilaterally promote an incumbent who elects this treatment to any vacant position that is valued at the former pay rate and for which the incumbent is qualified. The University must do this within two (2) years of the date of the change in rate.

7.5.5 Any changes in a wage rate of a position as a result of a salary review and/or appeal that affect more than five percent (5%) of employees within the bargaining unit, shall be effective the first day of the next contract year.

7.6 New Positions

7.6.1 The University will notify the Union of the creation of a new position prior to posting it, if possible. If this is not possible, the University will notify the Union at the same time the new position is posted.

7.6.2 The Union may request a job evaluation or salary review for the new position. If a review is requested, the University will commence the review six (6) months after the position is filled.

7.6.3 Any increase resulting from the job evaluation or salary review will be retroactive to the date the position was filled, subject to the provisions of Clause 7.5.5