

Schedule "C"

Process to address Re-evaluation and disputes post-implementation

June 1, 2018
HR
KAO

A. Process for submission of re-evaluation request

1. Positions, including newly-created positions, that have experienced significant change that is ongoing in nature qualify for re-evaluation. A re-evaluation pertains to a position, not to the incumbent in a position or work performance.
2. To qualify for re-evaluation:
 - a) the position must be currently filled
 - b) the position must have undergone significant changes that are ongoing in nature
 - c) the incumbent must have held the position for at least twelve months

Assignment of new duties that replace duties that are comparable or similar in nature to the former responsibilities of the position will not justify the initiation of a job re-evaluation dispute.

When a manager believes that a position under their supervision has experienced significant change, they will initiate the re-evaluation process.

Changes that may meet the criteria for position re-evaluation include:

- I. Organizational change that has an impact on one or more positions in the department, and results in ongoing, significant changes to affected positions
- II. Ongoing, significant changes to the focus, function, scope, and/or responsibilities of a position requiring substantially different education, experience, skills, effort or the working conditions of the position.

3 (a) Where the significant change is validated, HR will conduct the re-evaluation, and notify the incumbent and the manager of any change to levels assigned in each sub-factor and any change in resulting salary grade placement. The effective date for pay adjustments resulting from upward grade level change will be the date indicated or agreed by the manager as the date that the changes became effective.

3 (b) If the re-evaluation proceeds as a result of the processes below, the retroactive date for salary adjustments will be the date on which the employee initiates the process set out in B (1) below.

B. Disagreement with respect to a Re-evaluation Proceeding

1. Where a manager determines that no significant change to a position has occurred, or fails, within a reasonable period of time (typically within 30 calendar days) to respond to the employee's claim that a significant change to their position has occurred, and the employee wishes to pursue the claim of significant change, the employee must first provide their manager with an opportunity to address the matter.

The employee must request a meeting with the manager within 15 business days after the employee becomes aware of the manager's determination. The manager will schedule the meeting as soon as possible, typically within 30 calendar days. The employee may be accompanied by a Union steward at

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such a meeting. It is the employee's responsibility to schedule the attendance of the Union steward, in consultation with the employee's manager.

2. If the disagreement is not resolved within 5 business days following the meeting, or any longer period as may be agreed by the Parties (the employee, manager, HR and the Union), then the employee will seek the Union's assistance in outlining in writing the nature of the changes that they consider significant and identify the following:

- The specific sub-factors that may have been impacted;
- The timing of the changes;
- Examples in support of the changes.

HR will schedule a meeting of the Parties within 10 business days of receipt of the submission. HR will provide its response to the dispute in writing to the employee and the Union within 10 business days of the meeting of the Parties. If there is agreement that significant change has occurred, the manager will initiate the re-evaluation process. Retroactivity of salary adjustment, if any, will be determined per A.3. (b) above.

3. If the matter is not resolved by the HR response, the Union may invoke an Alternative Dispute Resolution (ADR) mechanism. The ADR will consist of a written submission from the Union and the University. The Union's submission must include an outline of the nature of the significant change (reference bullets above in B.(2) above) and any other relevant information. The submissions will be sent to a mutually agreed third party* who will have access to the Factors and Sub-Factors document agreed by the Parties on June 21, 2016 in order to make a determination whether there is significant change. Terms of Reference will be developed by the Parties and provided to the third party. The outcome of the ADR would be either confirmation that no significant changes have occurred and the matter is resolved, OR a direction to proceed with the re-evaluation process set out in A (above). Dependent on the number of such cases, the Parties would commit to regular intervals for this activity, expected to be one or two times per year. The costs of ADR, if any, will be shared equally between the Parties.

C. Disagreement with Respect to Re-evaluation Rating Results

In circumstances where a re-evaluation is completed, the employee will receive a document outlining the levels assigned in each sub-factor and any change in resulting salary grade placement. If an employee disagrees with their sub-factor level outcome(s), the employee and the Union will outline in writing any information that they believe was omitted or insufficiently credited in the evaluation process, along with an explanation of how this additional information might affect the ratings.

HR will review the submission and determine whether any changes on the evaluation are warranted and provide a written response within 30 business days, or any longer period as may be agreed by the Parties. In the event the employee continues to disagree, the Union can forward the matter to the ADR mechanism for a decision on the merits of the submission, based on the Terms of Reference as noted in B above, within 10 business days after receiving the response from HR.

The outcome of the ADR resolution will be communicated to the Union and HR and will include notifying the incumbent and the manager of any change to levels assigned in each sub-factor. Retroactivity of salary adjustment, if any, will be determined per A.3. (b) above.

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* The Parties are committed to the use of a single mutually agreed third party to resolve these disputes. In the event that the Parties cannot reach agreement on a single third party, they may elect to each use an independent consultant who will be expected to work together to reach a resolution.

