

LETTER OF UNDERSTANDING

BETWEEN

**CUPE LOCAL 391
("the Union")**

AND

**THE VANCOUVER PUBLIC LIBRARY
("the Employer")**

Re: Classification Review Appeal Process

- (1) If the Union or the incumbent wishes to appeal the decision, the Union will notify the Employer in writing within 30 calendar days of receiving the decision, stating the reason for the appeal.
- (2) Representatives of the Union and or the incumbent and representatives of the Employer will meet within 30 calendar days of the date of the notice of appeal is received.
- (3) If the appeal is not settled at the meeting, the Employer will respond in writing to the Union and/or the incumbent within 30 calendar days of the meeting.
- (4) If the appeal is still not settled, the Union may submit the appeal in writing to the Job Evaluation Appeal Committee (JEAC) within 30 calendar days of receipt on the Employer's response.
- (5) The JEAC will operate as follows:
 - a) One representative will be appointed by the Union and one representative will be appointed by the Employer such as the Compensation Supervisor, Metro Vancouver.
 - b) The JEAC will return appeals to the Union and Employer for further discussion if, in their opinion, a concerted attempt has not been made to address the issues.

- c) The JEAC will have 60 calendar days from receipt of the appeal to review, meet and report back to the Employer and the Union.
 - d) For the purpose of appeals, comparators will include CUPE internal, regional classes and benchmark classes.
 - e) If necessary, revised class specifications will be prepared.
- (6) If the JEAC is in agreement, no further appeals will be available to the Employer, Union or incumbents.
- (7) If the JEAC is not in agreement, the Union has 30 calendar days to indicate in writing whether it wishes to proceed to expedited arbitration.
- (8) The expedited arbitration process are as follows:
- a) The Union and the Employer will mutually agree on a single arbitrator.
 - b) If the Union and Employer cannot agree on an arbitrator, either may apply to the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
 - c) The Union and the Employer will exchange written positions on the dispute 30 calendar days prior to the scheduled hearing. No additional information will be presented at the arbitration unless there is a dispute over the facts. In that case, the JEAC will attempt to resolve these issues prior to the arbitration.
 - d) Witnesses will be asked to present factual evidence to the arbitrator only if the dispute over facts cannot be resolved.
 - e) The Union and the Employer will not use legal counsel in the arbitration hearing.
 - f) The arbitration hearing will be limited to the issues in dispute and will be limited to the comparators identified in 5(d) of this document.
 - g) Any costs associated with the arbitration will be shared by the Union and the Employer.
 - h) The arbitrator will have 30 calendar days from notification to

convene the arbitration and 30 calendar days after to reach a decision.

- i) The Arbitrator's decision is final.
- (9) It will be incumbent on the Union and the Employer to keep each other informed at all stages of the appeal process.
- (10) It will be the responsibility of the Union to keep the incumbent(s) informed at all stages of the appeal process.
- (11) This LOU shall remain in force until either the Union or the Employer serves 30 calendar days written notice to cancel it during the period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed to.

Signature _____ Date: _____

Director, VPL

Signature _____ Date: _____

President, CUPE 391