

**Without Prejudice**

**In the Matter of a Mediation**

Between:

**Simon Fraser University**

("SFU")

And:

**Administrative and Professional Staff Association**

("APSA")

**Respecting the Award of Colin Taylor, QC dated January 29, 2015**

**Introduction**

- A. To resolve an impasse which arose during negotiations between SFU and APSA (collectively: "Parties") to establish certain terms and conditions of employment for SFU employees who are members of APSA, Colin Taylor, QC ("Mr. Taylor") issued an award dated January 29, 2015 ("Taylor Award").
- B. Among other things, the Taylor Award established a joint committee, known as the Joint Compensation Review Committee ("JCRC"), with a mandate "to consider and make recommendation(s) towards the development and implementation of a total compensation package".
- C. The JCRC was unable to continue with its mandate due to an impasse between SFU and APSA.
- D. The Taylor Award provided for such impasses to be referred to Mr. Taylor or another mediator/arbitrator in the event Mr. Taylor was not available to accept the referral. APSA referred the matter to Mr. Taylor on May 21, 2019. Subsequently, Mr. Taylor informed the SFU and APSA he would not be able to continue with the referral, and the Parties referred the matter to Robert Pেকেles ("Mr. Pেকেles").
- E. Between January 18, 2021, and February 5, 2021, the Parties engaged in a mediation with the assistance of Mr. Pেকেles and reached the following Agreement.

**Agreement**

The Parties agree:

- 1. Mr. Pেকেles will provide the Parties with a definition of the term "joint", as it is used in the Taylor Award.
- 2. Further to numbered paragraph 6 of the Taylor Award, the JCRC will now focus on considering and making recommendations about the salary component of total compensation. The Parties agree the non-salary components of total compensation have been resolved, except as otherwise expressly addressed in this Agreement or to the extent a

provision of the Taylor Award has continuing application.

3. With regard to the market survey conducted by Mercer in 2018 ("Market Survey"), the JCRC will:
  - a. acknowledge that the Parties are equal participants in that portion of the Market Survey which dealt with the salaries paid to SFU employees who are members of APSA ("APSA Market Survey");
  - b. ensure the representatives of both parties on the JCRC have an equal opportunity to participate in all meetings and communications with Mercer regarding the APSA Market Survey. In connection with this obligation, members of the JCRC will make reasonable efforts to attend each meeting which is scheduled with Mercer for the purposes of this paragraph 3;
  - c. by April 1, 2021 or such other date as Mercer may require, meet with Mercer and, with the assistance of Mercer and using the data Mercer collected in the Fall, 2018 in connection with the APSA Market Survey, determine the metrics by which data recorded in the APSA Market Survey will be analyzed and reported;
  - d. by May 1, 2021 or such other date as Mercer may require, ask Mercer to interpret and analyze the data referred to in the preceding sub-paragraph using the metrics determined by the JCRC ("APSA Market Survey Analysis"); and
  - e. by June 1, 2021 or such other date as Mercer may require, ask Mercer to prepare and deliver a report to the Parties' principals setting out the results of the APSA Market Survey Analysis.
4. In connection with SFU's introduction of the Hay Methodology to evaluate APSA jobs at SFU,
  - a. the JCRC will:
    - i. by June 1, 2021 identify and analyze, with reference to a reasonable number of organizations comparable to SFU which use the Hay Methodology for job evaluation, the processes used for the review or appeal of a job evaluation under the Hay Methodology. For this purpose, the JCRC will consult with Korn Ferry Hay about Korn Ferry Hay's knowledge of and experience with such review or appeal processes and the existence of any model or recommended review or appeal processes; and
    - ii. by August 1, 2021 prepare and deliver a report to the Parties' principals setting out the JCRC's analysis of the review or appeal processes which it has identified and making any recommendations about those review or appeal processes which have been reached by the members of the JCRC. If the members of the JCRC are unable to reach a recommendation, the matter may be referred to Mr. Pেকেles, who will have the jurisdiction to prepare a recommendation which will be deemed to be the



recommendation of the JCRC.

b. SFU will:


- i. identify all job descriptions for positions occupied by SFU employees who are members of APSA which were last re-written before January 1, 2016 ("Older APSA JDs");
  - ii. give priority to re-writing Older APSA JDs. For the purposes of administering this priority, it is understood by the Parties that it may sometimes be necessary, for operational reasons, to give the first priority to re-writing an APSA job description which is not an Older APSA JD;
  - iii. for the purpose of determining the priority in which Older APSA JDs will be re-written, SFU will consider the age of a given job description, the relationship between the position covered by a given job description and SFU's operational priorities, and any submissions made by APSA; and
  - iv. provide an in-house training program, the content of which will take into account a joint consultation with Korn Ferry Hay, for managers, including managers who are members of APSA, who write job descriptions for SFU employees who are members of APSA in how to write job descriptions which conform to the principles of the Hay Methodology. The in-house training program will be substantive and thorough and no fees in excess of \$5,000.00 paid to Korn Ferry for the consultation referred to in the first sentence of this sub-paragraph will be drawn from the sum of \$40,000.00 referred to in paragraph 5 below. For certainty, fees of up to \$5,000.00 paid to Korn Ferry for the consultation referred to in first sentence of this sub-paragraph will be drawn from the sum of \$40,000.00 referred to in paragraph 5 below.
5. SFU will provide funding, not to exceed a total including taxes and disbursements, of \$40,000.00 for the purposes, as described in numbered paragraphs 3 and 4 above, of the JCRC's consultations with Mercer and Korn Ferry Hay.
  6. By September 1, 2021, the JCRC will prepare and deliver a report to the Parties' principals addressing the salary component of total compensation, making such recommendations and comments as the members of the JCRC deem appropriate, and identifying strategies for implementing such recommendations and comments as may be made. For the purpose of this provision, a recommendation must be supported by all members of the JCRC and a comment must be supported by at least three members of the JCRC. If the members of the JCRC are unable to reach a recommendation on a given topic, the matter may be referred to Mr. Pekeles, who will have the jurisdiction to prepare a recommendation which will be deemed to be the recommendation of the JCRC.
  7. On April 1, 2021 the Parties will commence formal bargaining under the terms of the Basic Agreement. Between February 1, 2021 and March 31, 2021, inclusive, the Parties will undertake such preparatory work for bargaining as is reasonably possible under articles 8.2


to 8.4 of the Basic Agreement, with modification of the dates and timelines set out in those articles which is necessary to accommodate the period of time stated above.

8. Any impasse arising in connection with the work of the JCRC or the interpretation, application, or alleged violation of this Agreement may be referred by either of the Parties to Mr. Pekeles for expedited mediation and/or arbitration. Both Parties will implement in good faith and in a timely way any resolution imposed by Mr. Pekeles.
9. On execution, this Agreement will resolve, subject to paragraph 8 above:
  - i. all outstanding matters between the Parties arising from the referral referred to in paragraph D of this Agreement or which were referred to in the submissions filed by the Parties between May 21, 2019 and February 26, 2020, inclusive, or both; and
  - ii. arising from the grievance filed by APSA on August 24, 2020 (which APSA will be deemed to withdraw by executing this Agreement) alleging a failure by SFU to begin negotiations to conclude an agreement regarding terms and conditions that will govern the relationship between the Parties on and from July 1, 2019.
10. This Agreement is dated February 5<sup>th</sup>, 2021 for reference.

To confirm their understanding and acceptance of this Agreement, the Parties have signed this Agreement at the places indicated below.

For SFU: Chris Hatty  
Director  
Labour & Employee Relations

Per:   
Li-Jeen Broshko  
General Counsel & University Secretary  
February 9, 2021

For APSA:   
Andrew Boden  
Exec. Dir.  
9 February 2021.