

APPENDIX 12

JOB EVALUATION/PAY EQUITY MAINTENANCE PROTOCOL

INTRODUCTION

1. The purpose of this Job Evaluation/Pay Equity Maintenance Protocol is to provide for an ongoing open process to maintain pay equity and to maintain a consistent and fair internal job evaluation and classification process. The effective date of this Protocol is June 1, 2011.

2. Job evaluation shall be administered by the University, working jointly with the Union as set out in this Protocol and shall be used on an ongoing basis for maintaining Pay Equity in compliance with the *Pay Equity Act*, and internal equity, for job classes within the USW Local 1998 bargaining unit. The University will pro-actively monitor job evaluation and classification processes to ensure that they meet the above-noted objectives. This will include establishing a Joint SES/U Oversight Committee which will meet quarterly with the Union to discuss issues of concern. The terms of reference for this Joint Committee are set out in paragraph 3 below. As well, the University will ensure that Managers and the HR Generalists, in consultation with employees, will keep position descriptions up to date for each position and will pro-actively consider whether any changes to the work assigned require a review of the classification of the position or job class. The University will continue to provide the necessary support to ensure that this Protocol can accomplish its objectives in a timely and expeditious manner. During 2011, the University will pay the full costs of two of the Union's job evaluation committee members while on leave of absence. Any support required subsequent to 2011 will be addressed in the negotiations for the next collective agreement.

3. The parties agree to establish a Joint SES/U Oversight Committee, which will be comprised of 2 University and 2 Union representatives. The Committee will meet at least quarterly to oversee the administration of the program and the job evaluation system, focusing particularly on integrity and consistency of ratings and classifications. This will include providing interpretative advice to the raters regarding factor language, to be articulated as notes to raters, and identifying potential inconsistencies for review and, if necessary, resolution. The Committee will have the authority to change ratings by mutual and unanimous agreement.

4. All evaluations undertaken pursuant to this Protocol shall be consistent with the agreed-upon existing ratings and rating rationales for job classes within the bargaining unit, subject to the requirement to engage in a sore thumbing analysis to ensure consistency and freedom from gender bias. During that analysis agreed upon ratings may be referenced but cannot be changed without mutual agreement but such agreement cannot be unreasonably withheld.

5. For purposes of this Protocol the following definitions shall apply throughout:

"Manager" refers to the manager of the employee outside of the bargaining unit;

"HR Generalist" refers to the divisional HR Generalist;

"Compensation Section" refers to the Compensation section of the central HR department.

NEW POSITIONS

6. When a new position in the bargaining unit is established by the University, including as a result of restructuring, the University shall make its assessment of the job class into which it falls and the resultant pay band and will notify the Union of the outcome. This procedure will also apply if a new job class is created.

7. Along with its assessment, the University will provide the Union with the position description, a copy of the completed questionnaire (QSD), and the University's rationale for its assessment.

8. If the position does not fall within an existing job class, or the University is creating a new job class, the University will evaluate the position and create a new job class and will advise the Union of its assessment. In addition to the information referenced in paragraph 6 above, the University will also provide to the Union the job class summary document, its ratings, resultant pay band, and gender dominance of the job class.

9. The Union will have twenty (20) working days from receipt of the above information to advise the University whether they are in agreement with the University.

10. If the Union does not agree with the University, they will so advise and will, within the twenty (20) working days, provide a written response to the University which will include an outline of the specific factors in dispute, its rationale and any issues surrounding the QSD, job class summary or gender dominance.

11. The University will meet with the Union within twenty (20) working days from receipt of information above to discuss the Union's response to endeavour to reach agreement.

12. If no agreement is reached as a result of that meeting, the Union may refer the outstanding dispute(s) to the Dispute Resolution Process as set out below.

13. Notwithstanding any outstanding disputes, it is agreed that the University has the right to recruit for the job class and/or select an employee for the newly established job class so long as the University has provided the Union with the information set out in paragraphs 5 to 7 above. The University will post the job class consistent with the collective agreement provisions and will note on the job posting "subject to final determination pursuant to the Job Evaluation/Pay Equity Maintenance Protocol".

RECLASSIFICATION

14. Requests for reclassification of a position may be made on behalf of the University by managers, HR Generalist or the Compensation Section, as well as by employees or the Union, except no request can be made by or for an employee until such employee has been in the position for six (6) months.

15. Requests for reclassification may be made where there is a belief that there has been a significant change to the position such that it no longer fits within its current job class and requires either the creation of a new job class or placement into another existing job class.15. The technology required to support the process outlined in the following sections of this Protocol is currently in development. The University shall take all reasonable steps to fully implement the necessary technology to enable and facilitate the following process as soon as practicable.

a. Employee Initiated Reclassification

16. An employee who believes that his/her position has been significantly changed , as defined in paragraph 14 above shall complete the online request form specifying what has significantly changed in their position, when the changes occurred and why the employee feels the position no longer fits within the existing job class. Subsequently the employee will complete a QSD. To assist the employee in completing the QSD, the employee will have access to the most current/existing QSD for their position. The online request shall include a copy of the existing QSD for the position with the requirement that the employee set out the changes in work in the appropriate sections of the QSD.

17. The Manager shall, within fifteen (15) working days of receipt of the above information, review the request and provide an online response to the employee, with a copy to the HR Generalist and the Union. The online response will provide the Manager's comments on the employee's change comments on the amended QSD form. The employee will then have ten (10) working days to respond online to the Manager's response and provide his or her comments on them. The employee response will be copied to the Union, the HR Specialist and the Compensation section.

18. The online request and responses above will be copied to the employee, the employee's Manager, the divisional HR Generalist, the Compensation Section, and the Union.

i. Where University Does Not Agree that Position has Significantly Changed

19. If the manager and the HR Generalist do not agree that the position has significantly changed, that assessment will be communicated in writing, if practical through the online form, to the employee and the Union within 15 working days of the receipt of the information in paragraph 17 and 18.

20. If the Union disagrees with that assessment, paragraphs 26 to 28 below will apply.

ii. Where University Does Agree that Position has Significantly Changed 21. If the manager and the HR Generalist agree that the position has significantly changed, that assessment will be communicated, if practical through the online form, to the employee and the Union within fifteen (15) working days of the receipt of the information in paragraph 17 and 18, and paragraphs 22 to 28 below will apply.

22. If required, the manager and the HR Generalist will prepare an updated position description using the job class summary documents as a reference.

23. The updated position description and QSD will be forwarded to the HR Generalist and the Compensation Section, copied to the employee and the Union, for an assessment of the appropriate job class into which the position falls or if a new job class is required (and if so, an assessment also made with respect to the gender of the job class), as well as the resulting pay band. The University will advise the employee, the Union and the employee's Manager of its assessment. This will include its full rationale for its assessment, the University's ratings and the University position on the appropriate job class, gender and pay band.

24. The Union will then have twenty (20) working days to consider and respond to the University's assessment.

25. In the event the Union agrees with the University's assessment, the outcome of the assessment will be implemented as set out in paragraph 38 below.

26. In the event the Union disagrees with the University's assessment, the Union's response will include its full rationale for its assessment including the areas in which it disputes the University's assessment, any concerns it has with the QSD, and/or Job Class Summary, the proposed gender and the University's ratings. The response will include the Union's ratings and the Union's position on the appropriate job class, gender and pay band.

27. The University will meet with the Union to discuss their assessments within twenty (20) working days from receipt of the Union's response to endeavour to reach agreement.

28. If no agreement is reached as a result of that meeting, the Union may within ten (10) working days refer the outstanding dispute(s) to the Dispute Resolution process as set out below.

b. Manager Initiated Reclassification

29. If the manager believes that a position has significantly changed as defined in paragraph 14 above, he/she shall complete the online form specifying such changes in the position, when such changes occurred and why the manager believes the position no longer fits within the existing job class. This online request shall include a copy of the existing QSD for the position with the requirement that the manager set out the changes in work in the appropriate sections of the QSD. This request will be copied to the incumbent employee, the employer, the Union, Divisional HR and Compensation. If there is an incumbent in the position, the employee will have the opportunity to submit comments within ten (10) working days after receiving the above-noted information. The process contemplated by paragraphs 22 to 28 above will apply with necessary amendments.

30. In the event the position does not have an incumbent, it is understood that the University has the right to recruit for the position in accordance with paragraph 12 above.

c. Union and University Initiated Reclassification

31. The Union and the University will have the right to submit reclassification requests of positions or job classes where they believe that there has been a significant change such that the position no longer fits its current job class and requires either the creation of a new job class or placement into another existing job class or where the job class no longer fits within the pay band. -

32. Requests for reclassification shall be initiated by the completion of the online form specifying what has significantly changed in the position or job class. This shall include completing a revised QSD showing the changes as is done for the above noted requests. The requesting party will provide the other with all supporting documentation, providing a full rationale for the requested change, including any ratings, changes to the position and job class summary documents.

33. The responding party will have twenty (20) working days from receipt of the response to the response to the request. The response will include a full statement concerning the responding party's position on the request.

34. If the responding party disagrees with the request, it will provide a full statement setting out a full rationale for the disagreement including a response to any ratings and information with respect to changes to the position or job class.

35. The parties agree to meet within twenty (20) working days of the receipt of the response above, to endeavour to resolve the dispute.

36. The responding party will have ten (10) working days after the meeting to advise the requesting party whether it will agree to the request.

37. If there is no agreement, the requesting party may refer the matter to the Dispute Resolution Process within ten (10) working days after receipt of the responding party's position.

EFFECTIVE DATE OF RECLASSIFICATION

38. In cases where a position or job class is reclassified, the effective date of the reclassification shall be the first of the month in which the change to the work occurred which caused the reclassification, with the proviso that the retroactivity can be for no more than six (6) months prior to the request for reclassification.

ACCESS TO INFORMATION

39. The University is committed to providing employees with up to date position descriptions which shall be reviewed at least annually between the manager and his/her respective employees. In the course of doing so, the manager and the employee will proactively consider whether there have been significant changes so as to warrant a reclassification request to be submitted pursuant to this Protocol.

40. Employees will be provided ongoing access to their completed QSD, their position description, all job class summary documents and factor language and the ratings of their job class as well as the total rating points for all job classes.

41. The Union will be provided read only access to the University's data base(s) containing all the existing data from the SES/U Job Evaluation system which consists of QSDs, ratings, position descriptions, job class summaries, rationales, number of incumbents and gender data. Updates to the data base(s) shall be tracked and transparent.

DISPUTE RESOLUTION PROCESS FOR JOB EVALUATION

42. Outstanding disputes related to related to the implementation and enforcement of this Protocol including with respect to ratings and rationales, job class assignments and gender dominance may be referred to mediation/arbitration in accordance with the following.

43. The parties agree that there will be two persons designated to act in this capacity: Kathleen O'Neil and Laura Trachuk with Kathleen O'Neil being the primary mediator/arbitrator to be used.

44. Mediator/arbitrators designated under this Protocol will be asked to provide standing hearing dates.

45. Mediator/Arbitrators designated by the parties shall undergo an initial training session on the Job Evaluation Plan to be presented by the University and the Union and any updated training or re-orientation as the University and Union may deem necessary from time to time.
46. The Mediator/Arbitrator shall decide the dispute in an expeditious manner, in accordance with the requirements of the *Pay Equity Act* and the *Human Rights Code*, ensuring that such ratings are consistent with the parties' agreed-upon ratings and rationales, subject to the requirement to engage in a sorethumbing analysis- to ensure consistency and freedom from gender bias.
47. The Mediator/Arbitrator shall have the powers as set out under the *Labour Relations Act*, including the powers in section 48(12).
48. A Mediator/Arbitrator appointed under this procedure shall commence to hear the matter referred at the next available hearing date and shall issue a written notice of his/her decision within twenty (20) working days of the hearing.
49. The party requesting mediation/arbitration shall provide its written submissions to the other party one month before the scheduling hearing. The submission will include, at a minimum, the relevant position description, job class summary document and any revised QSD. The mediator/arbitrator will have no jurisdiction to amend position descriptions, job class summary documents or QSDs but may reference them in determining the outstanding dispute.
50. The responding party shall provide its submissions two (2) weeks prior to the hearing.
51. The requesting party may file any written reply no later than one (1) week prior to the hearing.
52. The parties shall deliver their written submissions to Mediator/Arbitrator at the same time that they are forwarded to the other party.
53. No written submission or materials can be considered at the hearing that have not been provided by the parties in conformity with the process set out above, unless the arbitrator agrees it is appropriate and relevant.
54. Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding or at the order of the mediator/arbitrator.
55. The Mediator/Arbitrator shall have jurisdiction to determine the issues necessary to address the outstanding dispute referred to him/her, including all procedural issues to ensure a fair hearing. The Mediator/Arbitrator's award shall include complete rationales for any decisions rendered. All such decisions shall be shared between the two arbitrators.
56. The Mediator/Arbitrator shall not have jurisdiction to amend the SESU Job Evaluation Plan. If the Mediator/Arbitrator in the course of his/her deliberations identifies a previously determined rating which he/she believes may be inconsistent, the Mediator/Arbitrator may communicate this observation and encourage the parties to reconsider the rating.
57. The arbitration award shall be binding on the parties to this agreement and any employees involved.

58. The parties shall share equally the fees and expenses of the Mediator/Arbitrator.

