

## **JOB EVALUATION/PAY EQUITY MAINTENANCE PROTOCOL**

### **INTRODUCTION**

1. The purpose of this Job Evaluation/Pay Equity Maintenance Protocol is to provide for an ongoing process to maintain pay equity and internal job evaluation and classification.
2. This Protocol will come into effect on October 1, 2015.
3. Job evaluation shall be administered by the University, with input from the Union, as set out in this Protocol and used for maintaining Pay Equity in compliance with the Pay Equity Act, and internal equity, for job classes within the USW Local 1998 bargaining unit.
4. The University is responsible for overseeing the administration of this Protocol and the job evaluation system. The University will meet regularly with the Union in accordance with the Labour Management Committee provision as set out in Article 3:10 of the collective agreement to discuss issues related to the integrity and consistency of ratings and classifications. It is understood that the parties may agree to hold meetings more frequently than provided for in Article 3:10.
5. 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. During evaluations, agreed upon ratings may be referenced but cannot be changed without mutual agreement.
6. For clarity, it is understood and agreed that this Protocol does not form part of the collective agreement between the parties.
7. The University will continue to allocate the necessary internal resources to accomplish the objectives of this Protocol in a timely and expeditious manner.

### **NEWLY CREATED POSITIONS**

8. When a new position in the bargaining unit is established by the University, including as a result of restructuring, the University will notify the Union as soon as practicable of the job class into which the new position is placed and the resultant pay band. This procedure will also apply if a new job class is created.
9. The University will provide to the Union written notice of its decision along with the following:
  - (a) New position description;
  - (b) Job class placement and rationale for that placement;
  - (c) Line score for position.

10. In the event the Union disagrees with the University's decision, the Union will have 20 working days from the date of receipt of the information in paragraph 9 to access the dispute resolution process outlined in paragraphs 29 and following below.
11. Notwithstanding any outstanding dispute(s), it is agreed that the University has the right to recruit for the position and/or fill the position in accordance with the collective agreement so long as the University has provided the Union with the information set out in paragraph 9 above. For new positions, the University will note on the job posting "Pay scale and job class assignment is subject to final determination pursuant to the Job Evaluation/Pay Equity Maintenance Protocol."
12. Once an incumbent has been in a newly created position for six (6) months, the University will forward a questionnaire on behalf of the Union for completion by the employee. A copy of all questionnaires, including those completed by the employee, will be sent to the Union and kept on file by the University.

#### **RECLASSIFICATIONS**

13. Requests for reclassification of a position may be made on behalf of the University by managers outside of the bargaining unit and Human Resources, by the Union, and by an employee provided such employee has been in his/her position for at least six (6) months and is actively employed and not in receipt of notice of organizational change or lay off and there is no other outstanding reclassification(s) pending for the position.
14. A request 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. For purposes of this Protocol, "significant change" shall be defined as follows:  
  
"A significant change is defined as occurring when the duties or responsibilities of a position are added, removed or otherwise altered on a permanent and ongoing basis and there is a demonstrated change in the skill, effort, responsibility or working conditions required to perform the new or altered duties such that the job no longer falls within its current job class. A mere change in the mix or emphasis of duties and responsibilities is not considered significant change."

#### **Employee Initiated Reclassification**

16. An employee who believes that his/her position has been significantly changed, as defined in paragraph 15 above, shall complete the online Statement of Significant Change Form (SSCF) identifying the changes in his/her position, when the changes occurred and why the employee believes the position no longer fits within the existing job class. Where a completed questionnaire exists for the position, a copy will be made available upon request to the employee.

17. The SSCF will be submitted to Human Resources and copied to the Union and the excluded Manager.
18. The University shall, within twenty (20) working days of receipt of the SSCF, advise the employee and the Union in writing of its decision on whether there is significant change or not such that the existing job class is no longer appropriate.
19. If the University determines that there is significant change, it shall, within twenty (20) working days of giving notice of significant change to the employee and the Union, provide to the employee and the Union the following:
  - (a) An updated Job Description;
  - (b) Job class placement and rationale for that placement;
  - (c) Line score for position.
20. If the University determines that there is no significant change, or if the Union does not agree with the University's placement, the Union will have 20 working days from the date of receipt of the information in paragraph 18 or 19 to access the dispute resolution process outlined in paragraphs 29 and following below.
21. Notwithstanding any outstanding disputes, the University will implement the new job class placement within two pay periods following its notice to the employee and Union of its decision. Reclassifications will be effective the first day of the month in which the SSCF was received by the University, with the proviso that retroactivity, if any, can be no more than six months prior to the date of receipt of the SSCF.

**Manager Initiated Reclassification**

22. If the University determines that a position has significantly changed, the University will provide written notice of its decision to the employee and the Union along with the following:
  - (a) An updated Job Description;
  - (b) Job class placement and rationale for that placement;
  - (c) A completed SSCF from the Manager;
  - (d) Line score for position.
23. In the event the Union disagrees with the University's decision, the Union will have twenty (20) working days from the date of receipt of the information in paragraph 22 to access the dispute resolution process outlined in paragraphs 29 and following below.

24. Notwithstanding any outstanding disputes, the University will implement the new job class placement within two pay periods following its notice to the employee and Union of its decision. Reclassifications will be effective the first day of the month in which the SSCF was received by the University, with the proviso that retroactivity, if any, can be no more than six months prior to the date of receipt of the SSCF.

#### **Union Initiated Reclassification**

25. If the Union determines that a position or job class has significantly changed, the Union will provide written notice of its view to the University along with the following:
  - (a) Job class placement and rationale for that placement;
  - (b) A completed SSCF;
  - (c) Line score for position or job class.
26. In the event the University disagrees with the Union's position, the University will have twenty (20) working days from the date of receipt of the information in paragraph 25 to access the dispute resolution process outlined in paragraphs 29 and following below.

#### **ACCESS TO INFORMATION**

27. Employees will be provided access to their job description, factor language and the ratings of their job class. Where a completed questionnaire exists for the position, a copy will be made available upon request to the employee.
28. The Union will be provided with a monthly data file that consists of changes that relate to new and reclassified positions or job classes. The Union will continue to retain their administrative screen access to the QSD data and historical questionnaires. On a quarterly basis, the University will provide the Union with a list of newly created positions, incumbents and date of hire. Further, on a quarterly basis, the University will provide the Union with a list that includes position numbers and their job class placements along with the relevant position title, division and department.

#### **DISPUTE RESOLUTION PROCESS FOR JOB EVALUATION**

29. In order to access the Dispute Resolution Process, the disputing party must submit a Dispute Resolution Form (DRF) identifying the classification in dispute, the outcome sought, a rationale for that outcome, the proposed line score for the position and the proposed job class placement. Dispute Resolution Forms shall not be used to include more than one classification decision in dispute.
30. The time lines for accessing this Dispute Resolution Process may only be extended by mutual consent in writing.

31. Failure of the Union to access the Dispute Resolution Process in accordance with the time lines above will render the University's decision final.
32. The Dispute Resolution Process shall consist of three steps:
  - i. Informal Meeting of the Parties
  - ii. Referee Collaboration
  - iii. Arbitration

**Response to Dispute Resolution Form (DRF)**

33. The other party will respond to the disputing party's DRF within 20 working days of receipt. The dispute may proceed to the first step, at the written request of the disputing party within 20 working days of receipt of the other party's response.
34. Disputes that relate only to individual factor ratings where the job class placement of the position is not in dispute, may only be dealt with at the first step of the Dispute Resolution Process and cannot be referred to the Referee or Arbitration steps. In such cases, individual factor ratings that remain in dispute cannot be used as comparators for other individual factor ratings. For clarity, it is understood that individual factor rating disputes do not constitute a dispute of a position or job class. Furthermore, it is understood that any positions or job classes not in dispute may be used as comparators for other positions or job classes.

**Referee Collaboration**

35. The University and the Union will each appoint a Referee whose mandate will be to work collaboratively to endeavour to reach agreement on outstanding disputes pursuant to this Protocol. The Referees will establish a mutually agreeable schedule of standing regular meetings.
36. The University will provide both referees with an identical package that will consist of the information outlined in paragraphs 9, 19, 22, 25 and 29 to assist them in resolving disputes. The parties reserve the right to provide additional information as required to enable the Referees to make their decision.
37. The Referees, with input from their respective principals, will identify the agenda and issues to be dealt with at their meeting and the scheduling of meeting dates. Meeting rooms will be arranged by the University on University premises.
38. Agreements reached by the Referees will be final and binding on the University and the Union.

39. The Referees will be expected to provide joint brief written reasons, no more than one page, for the agreed-upon decision.
40. Should the Referees not be able to reach agreement on an outstanding dispute, they shall jointly advise the parties in writing of that outcome, including brief written reasons, no more than one page, for the ongoing dispute.
41. In the absence of a final and binding agreement between the Referees, all discussions between the parties and the Referees shall be without prejudice or precedent with respect to any other matters, arbitrations or disputes between the parties.

#### **Arbitration**

42. Within twenty (20) working days after receiving the notice outlined in paragraph 40, either party may refer the dispute to arbitration.
43. The time line for referral to arbitration may only be extended by mutual consent in writing. Failure to refer a dispute to arbitration within the required timeline will render the decision of the University final.
44. Any outstanding disputes may be referred to the following arbitrators who shall be asked to sit on a rotational basis:
  - (a) Laura Trachuk
  - (b) Jim Hayes
  - (c) Jasbir Parmar
  - (d) Kathleen O'Neil
45. In the event that the next arbitrator in the rotation is not available within six (6) months of the date of referral to arbitration, the parties agree that the next arbitrator in the rotation will be contacted. In the event that none of the arbitrators on the panel are available within six (6) months, the parties will endeavour to agree on another arbitrator who is available within six (6) months of the date of referral to arbitration.
46. Notwithstanding the above, the parties may agree to one of the other arbitrators in the rotation or another arbitrator in circumstances where the parties agree that a dispute should be heard more expeditiously.
47. The Arbitrator shall decide the dispute in an expeditious manner, in accordance with the requirements of the Pay Equity Act and the Human Rights Code, taking into consideration the parties' agreed upon ratings and rationales.

48. The appointed Arbitrators shall have the powers as set out under the Labour Relations Act and the arbitration hearings will be conducted in the same manner as grievances referred to arbitration pursuant to the collective agreement.
49. The appointed Arbitrators will be expected to render a final and binding decision on the issues necessary to address the outstanding dispute being referred to him/her, including all procedural issues to ensure a fair hearing. The Arbitrator's award shall include complete rationales for any decisions rendered. Notwithstanding any other agreement between the parties, in writing or otherwise, the appointed Arbitrators shall have no jurisdiction to amend the SESU Job Evaluation Plan, this Protocol, or any agreed upon job classes and ratings.
50. The arbitration award shall be binding on the parties to this agreement and any employees involved.
51. The parties shall share equally the fees and expenses of the appointed Arbitrator.

Signed on this 15<sup>th</sup> of September, 2015, in the City of Toronto.

**For the University**

Jean Robertson.

**For the Union**

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