

APPENDIX 7 - MAINTENANCE PROTOCOL

NEW JOB EVALUATION SYSTEM JOB EVALUATION/PAY EQUITY MAINTENANCE PROTOCOL

INTRODUCTION

1. The purpose of this Job Evaluation/Pay Equity Maintenance Protocol ("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 November 1, 2022.
2. The Pay Equity Plan and Job evaluation system shall be administered by the University of St. Michael's College (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 the *Human Rights Code* and to provide for internal equity within each of the salaried and hourly groups respectively for job classes within the USW Local 1998 bargaining unit.
3. 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 ("Joint Committee") which will meet at least once annually. The terms of reference for this Joint Committee are set out in point 3 below. As well, the University will ensure that Managers, 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.
4. The Joint SES/U Oversight Committee (see point 2 above), will be comprised of two University representatives or their designates, and two Union representatives or their designates. Following the completion of Pay Equity implementation Phase 2, the Joint Committee will meet at least once annually and more if required to oversee the administration of the program and the job evaluation system, focusing particularly on integrity and consistency of ratings and classifications, and monitoring significant systemic changes in the University SES/U system. The parties agree to review these major systemic changes and consider implementing and/or modifying these changes for University of St. Michael's College as deemed appropriate and mutually agreed. 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 Joint Committee will have the authority to change ratings by mutual and unanimous agreement.

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 University of St. Michael's College's bargaining unit, subject to the requirement to engage in a sore thumbing analysis to ensure consistency and freedom from gender bias. During the sore thumbing analysis, agreed upon ratings may be referenced but cannot be changed without mutual agreement. Such agreement cannot be unreasonably withheld.

6. 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" refers to the Director of Human Resources or a person designated by the senior administration of the University.

"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 or work methods or procedures is not considered significant or substantial change.

PAY EQUITY IMPLEMENTATION - PHASE 2 (July 1, 2018 to November 1, 2022)

7. The University and Union will give priority to the Pay Equity Implementation – Phase 2 for the period of July 1, 2018 to November 1, 2022. The parties agree to make all diligent efforts to complete Phase 2 no later than September 30, 2023. This work will begin as soon as practicable following the signing of the Phase I Pay Equity Memorandum of Settlement.
8. The parties will start with existing jobs that were not yet rated and not included in Phase I of the Pay Equity Implementation Project. Subsequently, positions which were evaluated in Phase I of the Pay Equity project, but for which job descriptions were revised significantly, the University and the Union will review the revised job descriptions to mutually determine if there has been a significant change which will require a new rating. These jobs will be rated by May 1, 2023, provided timely submission of all relevant documentation.
9. The parties agree that retroactive date for any pay equity adjustments for the new

positions shall be the date that the job was created and in the bargaining unit. In the case of positions that were rated in Phase 1 but for which the job description was significantly revised since the version that was rated, retroactivity for any rating that would result in a Pay Equity adjustment will also be in accordance with the MOS dated November 1, 2022.

10. The parties acknowledge that 2018 job rates were applied to the Phase I pay equity project. As part of the Phase II pay equity analysis, the parties will also review, particularly for the period of July 1, 2018 to November 1, 2022, any changes to job rates, gender status of job classes, vacant job classes, significant changes to an existing job class for a potential pay equity impact.
11. Phase 2 will include jobs that have been created from July 1, 2018 to November 1, 2022 or have had changed circumstances (eg. vacant positions with new incumbents for which no questionnaire was completed and/or rated or significant changes to duties) in the same period. Either party may identify jobs it deemed not rated under Phase I.
12. The University will proceed to provide questionnaires and job descriptions by January 31, 2023, to incumbents in the positions identified in point 11.

NEW POSITIONS

13. Following the Phase II Pay Equity project, when a new position in the bargaining unit is established by the University, the University shall make its assessment as to whether it falls into an existing job class or is a new job class. They will then evaluate the position to confirm whether it actually belongs in an existing job class or to establish a new job class based upon that rating. The University will then notify the Union of the outcome. This procedure will also apply if a new job class is created. The University will also provide the Union with the position description, gender predominance and its ratings with full rationales. The University will provide to the Union written notice of its decision along with the following: new position description; job class placement and rationale for that placement; line score and unique position number.
14. Once an incumbent has been in the position for six (6) months, a Job Evaluation Questionnaire ("Questionnaire") will be sent to the incumbent for completion by both the employee and the Manager, copies of which will be provided to the Union, the employee and the Manager. Once the questionnaire is completed, the employer shall rate the job, document rationales and shall share the result with the Union.
15. If the Union does not agree with the University's decision, it will so advise and will, within 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 identified in the Questionnaire.

16. The University will meet with the Union within twenty (20) working days from receipt of the information above to discuss the Union's response to endeavour to reach an agreement.
17. 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.
18. Notwithstanding any outstanding disputes, it is agreed that the University has the right to recruit for the newly established position and select an employee so long as the University has provided the Union with the information set out in point 9 above. University of St. Michael's College will post the job consistent with the collective agreement provisions and will note on the job posting, job description and/or any letter of offer of employment that the salary is "subject to final determination pursuant to the Job Evaluation/Pay Equity Maintenance Protocol.

RECLASSIFICATION

19. Requests for reclassification of a position may be made on behalf of the University by Managers and HR, 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. Either party may request, in writing, an extension of the timelines. Upon receipt of such a request the parties will mutually agree on an extension. Such an agreement will not be unreasonably withheld.
20. Requests for reclassification may be made where there is a belief that there has been a significant change since the last time the job was rated such that the position 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. Requests for reclassification are to be submitted to HR with a copy to the Union using an official request for reclassification form to be developed jointly by the University and the Union. The parties are required to consider consistency and fairness throughout the reclassification process, where a significant change has been demonstrated.
21. Documentation in support of the ongoing reclassification process will be discussed by the Joint Committee with the goal of establishing a standard data set of information.

Employee Initiated Reclassification

22. An employee who believes that their position has been significantly changed, as defined in Point 6 above, shall complete a request for reclassification form specifying what has significantly changed in their position, the date(s) when the changes occurred and why the employee feels the position no longer fits within the existing job class.

23. The Manager shall, within fifteen (15) working days of receipt of the above information (i.e. written request form and completed questionnaire, if available) review the request and provide a written response to HR who will subsequently provide a copy to the employee and the Union.

Where the University Does Not Agree that the Position has Significantly Changed

24. If the University does not agree that the position has significantly changed as defined above in Point 5, that assessment will be communicated in writing, to the employee and the Union within twenty (20) working days of the receipt of the information in Point 16. If the Union wishes to dispute, it will follow the process starting in Point 23.

Where The University Does Agree that the Position has Significantly Changed

25. If the University agrees that the position has significantly changed, that assessment will be communicated to the employee and the Union within fifteen (15) working days of the receipt of the information in Point 16.
26. The Manager and HR will prepare an updated position description, pay band, job class, complete line score and rationales for factors that have changed.
27. The Union will then have twenty (20) working days from receipt of the materials in Point 20 to consider and respond to the University's assessment.
28. In the event the Union agrees with the University's assessment, the outcome of the assessment will be implemented as set out in Point 34 below.
29. 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. The response will include the Union's ratings and the Union's position on the appropriate job class, gender and pay band.
30. The University will meet with the Union to discuss their assessment within twenty (20) working days from receipt of the Union's response to endeavour to reach agreement.
31. If no agreement is reached as a result of that meeting, the Union may, within twenty (20) working days, refer the outstanding dispute(s) to the Dispute Resolution Process as set out below.

UNION INITIATED RECLASSIFICATION

32. The Union will have the right to submit reclassification requests of positions or job classes where

it is believed 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. If the position is vacant, the process described in Points 7-12 of this Protocol will be applied, recognizing that the position is not a new position.

33. Requests for reclassification shall be initiated by the completion of the request for reclassification form specifying what has significantly changed in the position or job class. The Union will provide the University with all supporting documentation, providing a full rationale for the requested change, including, line score and rationales for factors that have changed proposed job class placement, and pay band.
34. The University will have thirty [30] working days from receipt of the reclassification request with documentation to respond. The response will include the University's position as to whether there has been a significant change to the position.
35. If the University 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 and/or job class.
36. The parties agree to meet within twenty (20) working days of the receipt of the response above, to endeavour to resolve the dispute.
37. The University will have ten (10) working days after the meeting to advise the Union whether it will agree to the request.
38. If there is no agreement, the Union may refer the matter to the Dispute Resolution Process within twenty (20) working days after receipt of the University's response.

UNIVERSITY INITIATED RECLASSIFICATION

39. The University has the right to initiate a process that may lead to the reclassification of an existing position if there is a significant change to the job by revising the position description to reflect the change(s). If there is an incumbent in the position, they will be provided with the revised position description and the changes will be discussed by the employee and their manager. The Union will be provided with the revised position description. The University will rate the revised job and if a reclassification results from the revised rating, it will be implemented retroactively to the effective date of the revised job description. The Union will be provided with the proposed job class placement, pay band, line score and rationales for factors that have changed.
40. The Union will have thirty [30] working days from receipt of the reclassification notification with

documentation to respond. The response will include a full statement concerning the Union's position on the request.

41. If the Union disagrees with the outcome, it will provide a statement setting out full rationales for the disagreement.
42. The parties agree to meet within twenty (20) working days of the receipt of the response above, to endeavour to resolve the dispute.
43. If there is no agreement, the Union may refer the matter to the Dispute Resolution Process within twenty (20) working days after the meeting as referenced in Point 38 above.

EFFECTIVE DATE OF RECLASSIFICATION

44. 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 significant change to the work occurred that caused the reclassification, with the proviso that the retroactivity can be for no more than six (6) months prior to the request for reclassification.
45. Where an employee is reclassified into a higher pay band, the employee's salary will be increased to the salary step in the higher pay band closest to but at least three percent (3%) more than the employee's salary in the lower pay band. Where an employee is appointed to a classification in a lower salary band, the employee's salary will be decreased to the salary step in the lower salary band closest to, but lesser than, the employee's salary in the higher band.

RECLASSIFICATION ACTIVITY

46. When all outstanding positions in Points 7 and 8 are rated, the Union and University will consider newly created positions and reclassification requests from employees, managers or the union in the order in which they are received. The parties can communicate via email or through meetings to discuss and try to resolve any disputes prior to referral to the Dispute Resolution Process in Point 50. In October 2023, the parties shall meet to review their work processes to determine if adjustments are needed.

ACCESS TO INFORMATION

47. The University is committed to ensuring that employees have up-to-date position descriptions with the proviso that position descriptions are not intended to be detailed or comprehensive lists of all tasks or work processes that may be undertaken in the performance of the job. The University will meet once annually with employees at which time the incumbent's position description will be reviewed and will consider whether there have been significant changes so as to warrant a reclassification request to be submitted pursuant to this Protocol.

48. Upon written request, employees will be provided access to their completed Job Evaluation Questionnaire, their position description, factor language, the mutually agreed upon current ratings and rationales of their job class, and total rating points for all job classes.
49. The Union will be provided access to the University's existing data from the SES/U JobEvaluation process which consists of Job Evaluation Questionnaires, ratings, position descriptions and numbers, mutually agreed upon rationales, number of incumbents and gender predominance data.

DISPUTE RESOLUTION PROCESS FOR JOB EVALUATION

50. Outstanding disputes related to the interpretation, implementation and enforcement of this Protocol may be referred to mediation/arbitration in accordance with the following.
51. The parties agree that Liz McIntyre, Gerry Lee, Kathleen O'Neil or Laura Trachuk will be the Mediator/Arbitrator to be used or the parties may mutually decide to use a different mediator than the individual who would be responsible for arbitration. The parties will provide mediation briefs to the mediator at least five working days before the mediation date.
52. If mediation is unsuccessful and the dispute goes to arbitration, the timelines below concerning the exchange of materials for arbitration will apply, and the parties may, if they so desire, make changes to anything provided for the purpose of mediation. All discussion and any positions taken, explored or rejected at mediation will be on a completely without prejudice basis.
53. The Mediator/Arbitrator shall decide the dispute in an expeditious manner, in accordance with the job evaluation plan and the requirements of the Pay Equity Act and the Human Rights Code, and any other current relevant legislation, ensuring that such ratings are consistent with the parties' agreed-upon ratings and rationales, subject to the requirement to engage in a sore thumbing analysis to ensure consistency and freedom from gender bias.
54. The Mediator/Arbitrator shall have the powers as set out under the Labour Relations Act, including the powers in section 48 (12).
55. A Mediator/ Arbitrator appointed under this procedure shall commence to hear the matter referred at the next available hearing date acceptable to the parties and shall issue a written notice of their decision. within twenty (20) working days of the hearing.
56. The party requesting mediation/arbitration shall provide its written submissions to the other party twenty (20) working days before the scheduled hearing. The submission will include, at a minimum, the relevant position description, any mutually agreed upon rationales and the

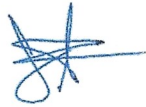
relevant Job Evaluation Questionnaire.

57. The responding party shall provide its submissions ten working days (10) prior to the hearing.
58. The requesting party may file any written reply no later than five working days (5) prior to the hearing.
59. The mediator/arbitrator will have no jurisdiction to amend position descriptions, mutually agreed upon rationales or Job Evaluation Questionnaires but may reference them in determining the outstanding dispute.
60. The parties shall deliver their written submissions to Mediator/Arbitrator at the same time that they are forwarded to the other party.
61. No written submission, materials or evidence can be considered at the hearing that have not been provided by the parties in conformity with the process set out above, unless agreed upon by the parties or if the arbitrator agrees it is appropriate and relevant.
62. 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.
63. The Mediator/Arbitrator shall have jurisdiction to determine the issues necessary to address the outstanding dispute referred to them, 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.
64. The Mediator/Arbitrator shall not have jurisdiction to amend the SES/U Job Evaluation Plan. If the Mediator/Arbitrator in the course of their deliberations identifies a previously determined rating which they believe may be inconsistent, the Mediator/Arbitrator may communicate this observation and encourage the parties to reconsider the rating.
65. The arbitration award shall be binding on the parties to this agreement and any employees involved.
66. The parties shall share equally the fees and expenses of the Mediator/Arbitrator.

PAY EQUITY MAINTENANCE SUBSEQUENT TO PHASE II

67. The job banding and determination of male comparators that are agreed upon in the Phase II Pay Equity Maintenance Plan shall form the basis for subsequent Pay Equity Maintenance processes.

UNIVERSITY OF ST. MICHAEL'S COLLEGE this 2nd day of November , 2022
FOR THE UNION



Signature

November 2, 2022.
Date

FOR THE UNIVERSITY



Signature

November 2, 2022
Date