

APPENDIX 6 – 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 February 1, 2013.
2. Job evaluation shall be administered by Victoria University (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 within each of the salaried and hourly groups respectively 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 (“Joint Committee”) which will meet at least annually. The terms of reference for this Joint Committee are set out in paragraph 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. The University will grant paid release time to USW committee members as needed to implement the provisions of this agreement on dates and at hours to be mutually agreed upon in advance.
3. The Joint SES/U Oversight Committee (see paragraph 2 above), will be comprised of three University and three Union representatives. The Joint Committee will meet at least 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 of Toronto SESU system. The parties agree to review these major systemic changes and consider implementing and/or modifying these changes for Victoria University 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.

4. All evaluations undertaken pursuant to this Protocol shall be consistent with the agreed-upon existing ratings and rating rationales for job classes within Victoria University'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.

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

NEW POSITIONS

6 The University and Union will give priority to rating existing jobs as of February 1, 2013 that have not yet been rated or for which job descriptions were revised during phase I of the Job Evaluation project. These jobs will be rated by October 31, 2014 and any changes will be retroactive. These jobs include:

#234 (07N) Office Assistant, Emmanuel College

#59 (07N) Office Administrator Principal's Office, Victoria College Principal

#76 Lead Hand Audio Visual Support/Mailroom ~~Audio Visual~~ Support/Mailroom, Physical Plant

#23 (07N) Donation Coordinator, Alumni (job description changed during phase I)

Note: The University will proceed to provide questionnaires and job descriptions by June 15, 2014.

7. When a new position in the bargaining unit is established by the University, the University shall make its assessment of the job class into which it falls, either a new job class or an existing job class, or develop a unique job class/rating and resultant pay band and will 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.

8. 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.

9. If the Union does not agree with the University, 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 surrounding the Questionnaire.

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

11. 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.

12. 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 paragraph 7 above. Victoria University will post the job 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

13. 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.

14. Requests for reclassification may be made where there is a belief that there has been a significant change 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, using an official request for reclassification form to be developed by HR in consultation with the Union.

The parties are required to consider consistency and fairness throughout the reclassification process, where a significant change has been demonstrated.

Documentation in support of the ongoing reclassification process will be jointly discussed by the Joint Committee with the goal of establishing a standard data set of information.

a. Employee Initiated Reclassification

15. An employee who believes that his/her position has been significantly changed, as defined in paragraph 14 above, shall complete a request for reclassification form specifying what has significantly changed in his/her position, the date(s) 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 Job Evaluation Questionnaire. To assist the employee in completing the Questionnaire, the employee will have access to the most current/existing Questionnaire for their position. The request shall include a copy of the existing Questionnaire for the position with the requirement that the employee set out the changes in work in the appropriate sections of the Questionnaire. If an employee has not previously completed a Questionnaire for the position, he/she will be required to complete one. The employee making the request will be given a copy of his/her current job description.

16. The Manager shall, within fifteen (15) working days of receipt of the above information (i.e. written request form and completed questionnaire), review the request and provide a written response to HR, and HR will provide a copy to the employee, and the Union. The response will provide the Manager's comments on the employee's Questionnaire. The employee will then have ten (10) working days to respond in writing to the Manager's response and provide his or her comments on them. The employee response will be copied to the Union, the employee's Manager and HR.


17. The request and responses above will be copied to the employee, the employee's Manager, HR, and the Union.

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

18. If the University does not agree that the position has significantly changed as defined above in paragraph 14, that assessment will be communicated in writing, to the employee and the Union within fifteen (15) working days of the receipt of the information in paragraph 16.

19. If the Union disagrees with that assessment, paragraphs 24 to 26 below will apply.

ii. Where The University Does Agree that Position has Significantly Changed

20. 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 paragraph 16, and paragraphs 20 to 27 below will apply. 

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

22. The updated position description and Job Evaluation Questionnaire will be forwarded to HR, 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's position on the appropriate job class or unique job rating, gender and pay band.

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

24. In the event the Union agrees with the University's assessment, the outcome of the assessment will be implemented as set out in paragraph 34 below.

25. 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 Job Evaluation Questionnaire, 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.

26. 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.

27. 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. Union or University Initiated Reclassification

28. The Union or the University 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 7 – 12 of this Protocol will be applied, recognizing that the position is not a new position.

29. Requests for reclassification shall be initiated by the completion of the request classification form specifying what has significantly changed in the position or job class. This shall include the incumbent completing a revised Job Evaluation Questionnaire 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.

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

31. 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.

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

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

34. 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

7/2 ~~35~~ 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.

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 grade, the employee's salary will be decreased to the salary step in the lower salary grade closest to, but lesser than, the employee's salary in the higher grade.

ACCESS TO INFORMATION

7/2 ~~36~~ The University is committed to providing employees with up to date position descriptions. The University will meet annually with employees during which the incumbent's position descriptions shall be reviewed. 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.

7/2 ~~37~~ Upon written request employees will be provided access to their completed Job Evaluation Questionnaire, 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.

The Union will be provided access to the University's existing data from the SES/U Job Evaluation process which consists of Job Evaluation Questionnaires, ratings, position descriptions, job class summaries, rationales, number of incumbents and gender data.

DISPUTE RESOLUTION PROCESS FOR JOB EVALUATION

38. Outstanding disputes 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.
39. The parties agree that Kathleen O'Neil, Gerry Lee or Laura Trachuk will be the mediator/arbitrator to be used.
40. Mediator/arbitrators designated under this Protocol will be asked to provide standing hearing dates.
41. 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, 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.
42. The Mediator/Arbitrator shall have the powers as set out under the Labour Relations Act, including the powers in section 48(12).
43. 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.
44. 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 *Job Evaluation Questionnaire*. The mediator/arbitrator will have no jurisdiction to amend position descriptions, job class summary documents or Job Evaluation Questionnaires but may reference them in determining the outstanding dispute.
45. The responding party shall provide its submissions two (2) weeks prior to the hearing.
46. The requesting party may file any written reply no later than one (1) week prior to the hearing.

7/3 47. ~~ok~~ The parties shall deliver their written submissions to Mediator/Arbitrator at the same time that they are forwarded to the other party.

7/3 48. ~~ok~~ 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.

7/3 49. ~~ok~~ 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.

7/3 50. ~~ok~~ 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.

7/3 51. ~~ok~~ 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.

7/3 52. ~~ok~~ The arbitration award shall be binding on the parties to this agreement and any employees involved.

7/3 53. ~~ok~~ The parties shall share equally the fees and expenses of the Mediator/Arbitrator.

FOR THE UNIVERSITY

FOR THE UNION

DATE: June 10/2014