

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 **November 1 , 2013**.
2. Job evaluation shall be administered by University of Toronto Schools (*UTS*), working jointly with United Steel Workers Local 1998 (*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 UTS bargaining unit. UTS will pro-actively monitor job evaluation and classification processes to ensure that they meet the above-noted objectives. UTS will ensure that Managers and the HR Director, 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. UTS will continue to provide the necessary support to ensure that this Protocol can accomplish its objectives in a timely and expeditious manner.
3. Job class titles may be amended, by agreement of the parties, if the make-up of the job class(s) changes such that the title(s) is no longer appropriate.
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 Director” refers to UTS’ Executive Director, Human Resources.

NEW POSITIONS

6. When a new position in the bargaining unit is established by UTS, including as a result of restructuring, UTS 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.
7. UTS will provide the Union with the position description, and rationale for its interim assessment which will include its full rationale, its ratings, the job class placement, and the resultant pay band.
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, UTS, the employee and the manager.
9. The Union will have twenty (20) working days from receipt of the above information to advise UTS whether they are in agreement with UTS.

10. If the Union does not agree with UTS, they will so advise and will, within the twenty (20) working days, provide a written response to UTS which will include an outline of the specific factors in dispute, its rationale and any issues surrounding the Questionnaire.
11. UTS 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 UTS has the right to recruit for the newly established position and select an employee so long as UTS has provided the union with the information set out in paragraphs 5 to 7 above. UTS 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 UTS by managers or the HR Director, 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.

a. Employee Initiated Reclassification

16. An employee who believes that his/her position has been significantly changed, as defined in paragraph 13 above shall complete a request form and submit it electronically to the HR Director. The request form shall specify 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 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.
17. The Manager shall, within twenty (20) working days of receipt of the above information, review the request and provide a written/electronic response to the employee, with a copy to the HR Director and the Union. The response will provide the Manager's comments on the employee's change comments on the amended Questionnaire. The employee will then have fifteen (15) working days to respond to the Manager's response and provide his or her comments on them. The employee response will be copied to the Union, the HR Director.
18. The request and responses above will be copied to the employee, the employee's Manager, the HR Director, and the Union.

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

19. If the manager and the HR Director do not agree that the position has significantly changed, that assessment will be communicated in writing to the employee and the Union within 15 working days of the receipt of the information in paragraph 16 and 17.
20. If the Union disagrees with that assessment, paragraphs 25 to 27 below will apply.

ii. Where UTS Does Agree that Position has Significantly Changed

21. If the manager and the HR Director agree that the position has significantly changed, that assessment will be communicated, if practical through the electronic form, to the employee and the Union within fifteen (15) working days of the receipt of the information in paragraph 16 and 17, and paragraphs 21 to 27 below will apply.
22. If required, the manager and the HR Director will prepare an updated position description.
23. The updated position description and Questionnaire will be forwarded by the HR Director and 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. UTS will advise the employee, the Union and the employee's Manager of its assessment. This will include its full rationale for its assessment, UTS' ratings and UTS' 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 UTS' assessment.
25. In the event the Union agrees with UTS' assessment, the outcome of the assessment will be implemented as set out in paragraph 37 below.
26. In the event the Union disagrees with UTS' assessment, the Union's response will include its full rationale for its assessment including the areas in which it disputes UTS' assessment, any concerns it has with Questionnaire, 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. UTS 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 electronic 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 electronic request shall include a copy of the existing Questionnaire for the position with the

requirement that the manager set out the changes in work in the appropriate sections of the Questionnaire. This request will be copied to the incumbent employee, the HR Director, and the Union. 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 21 to 27 above will apply with necessary amendments.

30. In the event the position does not have an incumbent, it is understood that UTS has the right to recruit for the position in accordance with paragraph 11 above.

c. Union and UTS Initiated Reclassification

31. The Union and UTS 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 electronic form specifying what has significantly changed in the position or job class. This shall include completing a revised 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 and changes to the position.
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. UTS 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 Questionnaire, their position description, 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 following information:
 - a. Completed Questionnaires,
 - b. Ratings,
 - c. Position descriptions,
 - d. Rationales,
 - e. Number of incumbents
 - f. Gender data

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 Kathleen O'Neil with Kathleen O'Neil being will be the sole designated Mediator/arbitrator to be used.
44. The Mediator/arbitrator designated under this Protocol will be asked to provide standing hearing dates.
45. 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.
46. The Mediator/Arbitrator shall have the powers as set out under the *Labour Relations Act*, including the powers in section 48(12).
47. 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.
48. 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, and any revised Questionnaire. The mediator/arbitrator will have no jurisdiction to amend position descriptions, or Questionnaires but may reference them in determining the outstanding dispute.

49. The responding party shall provide its submissions two (2) weeks prior to the hearing.
50. The requesting party may file any written reply no later than one (1) week prior to the hearing.
51. The parties shall deliver their written submissions to Mediator/Arbitrator at the same time that they are forwarded to the other party.
52. 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.
53. 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.
54. 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.
55. 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.
56. The arbitration award shall be binding on the parties to this agreement and any employees involved.
57. The parties shall share equally the fees and expenses of the Mediator/Arbitrator.