

APPENDIX IV JOB EVALUATION SYSTEM 2009

This Appendix sets out the job evaluation system which has been in effect since June 16, 2009 ("JE 2009").

It is understood that in the event of an alleged violation of this Appendix IV, Article 6 (Complaint/Grievance and Arbitration Procedure) shall not apply and the matter shall be resolved in accordance with the dispute resolution provisions of this Appendix IV, as applicable.

1. Statement of Purpose

A job evaluation system provides the method by which job descriptions and job ratings shall be maintained to meet changing work requirements and conditions. The Parties agree that an effective job evaluation system meets the following criteria:

- i. It fairly and equitably measures the skill, effort, qualifications, responsibilities and working conditions of all positions in the Bargaining Unit and establishes the values of jobs relative to each other;
- ii. It is capable of measuring the full range of jobs in the Bargaining Unit;
- iii. It produces timely, accurate and consistent evaluations of all jobs within the Bargaining Unit;
- iv. It is administratively efficient;
- v. It is transparent and understandable;
- vi. It is capable of being adjusted or modified as the requirements of the workplace change;
- vii. It meets all legal requirements and is gender neutral within the meaning of the *Pay Equity Act*.

2. Roles of the Parties

The University is responsible for maintaining the job evaluation system, which includes but is not limited to, the responsibility to:

- Communicate the results of job evaluations to Supervisors, Employees and the Union;
- Conduct audits of job evaluation results;
- Conduct periodic reviews of jobs;
- Conduct periodic reviews of the job evaluation system; and
- Create job descriptions.

3. Evaluation Committee

(a) In order to carry out the ongoing work of maintaining JE 2009, the University shall establish an Evaluation Committee consisting of University Managers. The Evaluation Committee will be trained in the application of the job evaluation system and will participate in the evaluation process as supported by Human Resources Services ("HRS"). All decisions of the Evaluation Committee will be made by consensus of the Evaluation Committee members.

(b) The Evaluation Committee shall be responsible for:

- i. the evaluation of new jobs;
- ii. the re-evaluation of existing jobs; and
- iii. the periodic review of existing jobs;
(each of i., ii., and iii., an "Evaluation").

4. Evaluation Process

- (a)** An Evaluation shall be completed by the Evaluation Committee with reference to the job description (“JD”) and rating sheet particular to a job. Supervisors are responsible for completing a JD for each job based on job content. Job content shall be determined by the Supervisor. A completed draft JD shall be submitted by the Supervisor to HRS. HRS shall then forward the JD to the Evaluation Committee.
- (b)** Job evaluation points shall be determined by the Evaluation Committee using the established Factor Weightings in Schedule B. Grades shall be allocated in accordance with Schedule A to this Letter of Understanding.
- (c)** HRS shall communicate an Evaluation outcome to the Union, Supervisor and incumbent, and shall provide all parties with a copy of the finalized JD and Rating Sheet, subject to paragraph 6.

5. Wage Rate Implementation

Grade Evaluated Lower

- (a)** Subject to paragraph 5(b), if an Evaluation or Review (as defined in paragraph 6(a)), as the case may be, results in a Grade lower than the incumbent’s pre-Evaluation Grade, her pre-Evaluation Grade shall remain unchanged for a period of up to two years from the date the result is communicated to the incumbent. Any Step and ATB increases will continue to apply during that period (i.e. her wage rate shall be “green-circled”). After two years, the incumbent’s wage rate will be frozen until it is met or exceeded by the wage rate of the position (i.e. her wage rate shall be “red-circled”).
- (b)** If a Review results in a Grade lower than the incumbent’s pre-Evaluation Grade and is ultimately referred to Arbitration in accordance with paragraph 6, the incumbent’s wage rate shall be determined by the Grade of the position pursuant to the Review outcome without change to her pre-Evaluation Step. If the incumbent’s pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent’s wage rate shall not be “green circled” or “red-circled”.
- (c)**
 - (i)** An incumbent whose wage rate is “green circled” in accordance with paragraph 5(a) shall be afforded Priority Application Status, in accordance with Article 17.05(d) for a period of up to 2 years subject to paragraph 5(c)(ii).
 - (ii)** Notwithstanding paragraph 5(c)(i), if the incumbent accepts another position her wage rate shall be determined by the Grade of the new position.

Grade Evaluated Higher

- (d)** If an Evaluation or Review, as the case may be, results in a Grade higher than the incumbent’s pre-Evaluation Grade, the incumbent’s wage rate shall be determined by Article 21.03(b) retroactive to the date the complete draft JD was received by HRS.

Grade Evaluated with No Change

- (e)** If an Evaluation or Review, as the case may be, does not result in a change to the incumbent’s pre-Evaluation Grade, the incumbent’s wage rate shall remain unchanged.

6. Dispute Resolution Process

The Dispute Resolution Process shall consist of 3 stages as set out below.

Stage 1 – Evaluation Review

- (a) An Evaluation may be the subject of a review (a “Review”) only if:
 - i. a Review Form is completed by the Union and submitted to HRS within 10 Working Days from the date the Evaluation outcome is communicated by HRS to the Union. An extension is requested within that period may be granted by HRS; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied; and
 - ii. the basis for the Review is that the Evaluation outcome is inaccurate.
- (b) HRS shall provide a copy of the completed Review Form to, and solicit comment from the Supervisor unless the Supervisor is in agreement with the Review, evidenced by her signature on the Review Form.
- (c) A University Review Committee consisting of University Managers shall consider the information provided by the Union on the Review Form, along with any comments provided by the Supervisor, and shall communicate its decision and rationale to the Supervisor and the Union. If the University Review Committee fails to make a decision within 20 Working Days of receiving the Review Form, the Union may refer the matter to Final Offer Selection Arbitration within the next 10 Working Days but not thereafter.

Stage 2 – Settlement Offer

- (d) If the decision of the University Review Committee is unsatisfactory to the Union, the Union shall so notify HRS within 10 Working Days of the decision having been communicated to the Union. Within 10 Working Days of the Union’s notification to HRS, HRS may make an offer of settlement to the Union. Within 10 Working Days of the date of the offer, the Union may either accept the offer of settlement, if any, and the matter shall be considered fully resolved, or the Union may refer the matter to Final Offer Selection Arbitration in accordance with Stage 3.

Stage 3 – Arbitration

- (e) A referral to Final Offer Selection Arbitration must occur no later than 30 Working Days from the date the decision of the University Review Committee at issue was communicated to the Union.
- (f) The University and Union shall submit their respective Final Offer Selection Briefs, including a proposed remedy, to the Arbitrator and to each other no less than 5 Working Days prior to the Arbitration. The Final Offer Selection Briefs shall address only those matters at issue as identified on the Review Form. Both Parties’ proposed remedy shall identify the job evaluation points and corresponding Grade of the job. The Arbitrator shall award one of the two proposed remedies in its entirety and shall have no jurisdiction to fashion his or her own remedy.
- (g) One Arbitrator shall be selected by agreement of HRS and the Union who shall adjudicate all matters referred to Arbitration. The decision of the Arbitrator shall be binding. The Arbitration(s) shall occur on campus in May and November each year.

Wage Rate Implementation Following Arbitration

- (h)** If the Arbitrator awards the Union's proposed remedy, the Award shall be applied in accordance with paragraph 5(a), (d) or (e), as applicable. If the Arbitrator awards the University's proposed remedy, the incumbent's wage rate shall be determined as follows:
 - i.** If the Award results in a Grade lower than the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined by the Grade of the position pursuant to the Award without change to her pre-Evaluation Step, retroactive to the date the matter was referred to Arbitration. If the incumbent's pre-Evaluation wage rate was above Step 10, her wage rate shall be determined by the Grade of the position at Step 10. In either case, the incumbent's wage rate shall not be "green-circled" or "red-circled";
 - ii.** If the Award results in a Grade the same as or higher than incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined in accordance with Article 21.03(b) or (d) as applicable, effective from the date the completed draft was submitted to HRS.
- (i)** Article 6.10(f) shall apply with respect to the costs of arbitration.

7. Union Right to Information

- (a)** Upon request, the Union shall be provided the following information / documentation:
 - i.** completed JDs, including for each JD the ratings and points of each subfactor;
 - ii.** JD templates;
 - iii.** Evaluation results (rating sheets);
 - iv.** completed Review Forms;
 - v.** Supervisor's comments;
 - vi.** Review results;
 - vii.** the Job Evaluation Plan; and/or
 - viii.** for each incumbent: her name and gender; job title; the gender of the job or job group; JD number; and department.
- (b)** HRS shall post on its website all JDs and Rating Sheets.

SCHEDULE A

Placement On Wage Rate Grid

An Employee's job evaluation points as derived from her job description will determine her pay grade in accordance with the chart below.

JES Grade Boundaries

Min (& Including)	Max	Grade
0	204.9	1
205	254.9	2
255	304.9	3
305	354.9	4
355	404.9	5
405	454.9	6
455	504.9	7
505	554.9	8
555	604.9	9
605	654.9	10
655	704.9	11
705	1000	12

Note: Grade 12, with 755 points or more will have 10% added to their Grade 12 step rate

SCHEDULE B

Factor Weightings

Factor	Subfactor	Weight	Degree Levels														Total Points
			1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7		
Skill	1. Applied Reasoning and Analytical Skills	15%	15	26	38	49	60	71	83	94	105	116	128	139	150		150
	2. Breadth of	2%	5		13		20										20
	3. Adaptation to	3%	3	8	12	17	21	26	30								30
	4. Interpersonal Skill	7%	7	15	23	31	39	46	54	62	70						70
	5. Education and	15.5%	See Attached Chart														155
	6. Dexterity and	3%	3		12		21		30								30
Effort	7. Physical Effort	2.5%	3	7	11	15	18	22	25								25
	8. Mental Effort	10%	10	21	33	44	55	66	78	89	100						100
Responsibility	9. Planning and Coordination	10%	10	19	28	37	46	55	64	73	82	91	100				100
	10. Responsibility for	10%	10		33		55		78		100						100
	11. Accountability for	12%	12	26	39	53	66	80	93	107	120						120
Working Conditions	12. Physical Environment	2.5%	3	6	10	14	18	21	25								25
	13. Psychological	2.5%	3	6	10	14	18	21	25								25
	14. Health and Safety	5%	5	11	16	22	28	33	39	44	50						50
Total Points															1000		

SCHEDULE B (cont'd)
Education and Experience (Level Rating and Points Chart)

Minimum Experience Minimum Formal Education	Total Pre-Job and On-the-Job Experience				
	6 months or less*	More than 6 months up to 2 years	More than 2 years up to 4 years	More than 4 years up to 6 years	More than 6 years
Partial secondary school	A1 4	A2 8	A3 12	A4 16	A5 20
Secondary school diploma	B1 24	B2 28	B3 32	B4 36	B5 40
Secondary school diploma plus completion of up to 1 year post- secondary training program (eg. vocational, office administration, technical, athletic)	C1 44	C2 48	C3 52	C4 56	C5 60
Completion of a 2 year formal post-secondary program at a community college (or formal apprenticeship)	D1 52	D2 56	D3 60	D4 64	D5 68
Completion of a 3 year formal post-secondary program at a community college (or formal apprenticeship)	D6 64	D7 68	D8 72	D9 76	D10 80
Completion of a 4 year formal post-secondary program at a community college (or formal apprenticeship)	D11 74	D12 78	D13 82	D14 86	D15 90
Bachelor's degree	E1 92	E2 96	E3 100	E4 104	E5 108
Master's degree or equivalent professional designation (eg. MSW, MSc, CMA)	F1 115	F2 119	F3 123	F4 127	F5 131
Doctoral level	G1 139	G2 143	G3 147	G4 151	G5 155