

Appendix A

TERMS OF REFERENCE

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

THE EMPLOYER

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 5555

regarding

GENDER-NEUTRAL JOB EVALUATION

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ARTICLE 1 – PURPOSE

The parties hereto undertake and agree to work jointly, cooperatively and in good faith in maintaining a joint Gender-Neutral Job Evaluation process, that is in accordance with the requirements of the Ontario Pay Equity Act and that will apply to all classifications represented by CUPE Local 5555.

ARTICLE 2 – THE JOINT JOB EVALUATION STEERING COMMITTEE (JJESC) AND THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 2.1 The JJESC shall have equal representation and participation from the parties, consisting of two (2) Co-Chairs (1 Management and 1 CUPE) plus 2 Resource Advisors. The mandate of the JJESC is:
- a) To review ‘Requests for Reconsideration’ of evaluation decisions;
 - b) To complete sore-thumbing process;
 - c) To ensure the completion of the ‘Review of Decision form’;
 - d) To oversee maintenance of the job evaluation system;
 - e) To maintain the integrity of the program; and
 - f) To forward recommendations to the Negotiating committee as per Article 6 herein.
- 2.2 The JJEC will consist of a maximum of three (3) representatives from the employer and a maximum of three (3) representatives from the local union, and the Co-Chairs. A quorum shall consist of five (5) comprising of three (3) from the local union and two (2) from the employer. The mandate of the JJEC is:
- a) To evaluate all the jobs forwarded by the JJESC using the job evaluation tool;
 - b) To record job evaluation results and rationale; and
 - c) To recommend to the JJESC changes to the job evaluation program, its procedures or methods, as may be deemed necessary from time to time.
- 2.3 The employer and the union shall each designate one of its members to act as Co-chairperson of the JJESC and the JJEC. The Co-chairpersons are responsible to:
- a) Schedule regular Committee meetings;
 - b) Establish the agenda for meetings; and
 - c) Chair the meetings.
- 2.4 Each party may appoint trained alternate representatives. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 2.5 Committee member(s) may not participate in any discussion/decision regarding the rating of his or her own classification where it is a conflict of interest as agreed upon by the JJESC.
- 2.6 Union Committee members not already on time release shall be entitled to attend meetings without loss of pay, benefits, and seniority and without deductions from sick leave for periods of time spent working on either Committee.

- 2.7 Routine business decisions of each Committee shall be made by a simple majority; where the committee is unequally represented equal numbers from the parties shall vote. Job rating decision of the JJEC shall require consensus of the full Committee.
- 2.8 The Committee shall meet three (3) times yearly in the months of October, January, and April to evaluate new jobs and job evaluation reconsiderations. Where the JJEC requires clarification of the Job Evaluation Analysis Questionnaire, interviews shall be held with incumbents and supervisors. A schedule will be determined to re-evaluate all jobs on a rotating basis every six (6) years.
- 2.9 Either the Union or the employer may engage advisors to assist its representatives on the JJEC. Any such advisory shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 3 – MAINTAINING THE JOB EVALUATION PROGRAM

- 3.1 It is important that each party maintain accurate job information and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.
- 3.2 Job Evaluation Procedure for Changed Jobs
Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have significantly and substantially been changed, the following procedures shall be followed:
- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation or reconsideration review by completing and submitting a Job Evaluation Reconsideration Form to Human Resource Services. The JJESC shall receive copies of the submission. If the JJESC determines that there are substantial changes to the job duties they will request that the incumbent complete a Job Analysis Questionnaire which will be forwarded to the JJEC following the review and approval of the supervisor and superintendent. Where further information is required by the JJESC, consultation will take place with the incumbent and supervisor/manager. The jobs which require only a job description change are to be forwarded to Human Resource Services for forwarding to the JJESC.
 - b) Where the initial job evaluation was based on a composite (consolidated) Job Analysis Questionnaire, the maintenance (reconsideration) submission must also be a consolidated Job Analysis Questionnaire.
 - c) The JJEC shall meet as necessary at a mutually agreed upon time to jointly review any Job Evaluation Reconsiderations. Where the JJEC requires clarification of the Job Evaluation Analysis Questionnaire, interviews shall be held with incumbents and supervisors.
 - d) Where the review results in an upward adjustment to the wage rate, the wage rate shall be adjusted effective the date the request for reconsideration was received by the Human Resource Services provided that the job evaluation questionnaire is completed and received in HR within 30 working

days. If the questionnaire is received after 30 working days the adjustment will be made effective the date the questionnaire is received in Human Resource Services.

- e) A copy of the Job Evaluation Reconsideration Form, the Job Re-evaluation Analysis, Job Description, Score Sheet, Rating Record, and Evaluation Review Decision form, Decision letter, and new Job Description (based on job evaluation) shall be copied and given to CUPE co-chair.
- f) These terms of reference and maintenance procedures will be reviewed annually by the CUPE Co-Chair and the Human Resource Services Co-Chair.

3.3 Job Evaluation Procedure for New Jobs

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- a) The employer shall complete a Job Analysis Questionnaire for the job;
- b) The J.J.E.C. shall evaluate the job prior to posting where possible; where not possible the JJESC shall rate the job on a temporary basis;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The Job Analysis Questionnaire shall be submitted to the Human Resource Services for submission to the JJEC. The JJEC shall rate the job according to the procedure set out in the Job Evaluation Tool; and
- e) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of his/her appointment to the job.

ARTICLE 4 – RECONSIDERATION PROCEDURE

4.1. Within sixty (60) days of a job evaluation in accordance with Articles 3.2 and 3.3, the following procedure shall apply:

- a) The incumbent(s)/union and/or the supervisor/employer may request reconsideration of the job evaluation by completing and submitting a Job Evaluation Reconsideration Form, stating the reason(s) for disagreeing with the evaluation of the job.
- b) Additional information may be requested by the committee from the incumbent and the supervisor.
- c) The JJESC shall consider the reconsideration request and make a decision, which shall be final and binding upon the parties and all employees affected.
- d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form.

ARTICLE 5 – SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.S.C./J.J.E.C.

- 5.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the JJESC will attempt to reach a decision.
- 5.2 In the event the JJESC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.
- If, after meeting with the two (2) advisors appointed pursuant to Article 5.2, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.
- 5.3 Either party may, by written notice to the other party, refer the dispute to either the Pay Equity Commission (in case of female dominated jobs only) or a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 5.4 The arbitrator or pay equity commission shall decide the matter upon which the JJESC has been unable to agree and his/her decision shall be final and binding on the JJESC., the employer, the union and all affected employees. The arbitrator or pay equity commission shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator or pay equity commission shall be limited to the matter in dispute, as submitted by the parties.
- 5.5 The employer and the union shall be the parties to the hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator or pay equity commission shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator or pay equity commission.
- 5.6 The arbitrators' fees and expenses shall be borne equally between the parties.
- 5.7 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 6 – PROVISION FOR NEGOTIATIONS

- 6.1 The JJESC shall report results of their work to the two bargaining committees.
- 6.2 Subsequent maintenance shall be as per the maintenance process described herein.
- 6.3 Weightings, salary grades and ranges are subject to negotiation as per the Collective Agreement.