

Appendix VIII Job Evaluation System 2009

This Appendix sets out the job evaluation system to be effective June 16, 2009 ("JE 2009"). The job evaluation system in effect on June 15, 2009, ("JJES") shall continue to apply in accordance with Schedule A to this Appendix.

It is understood that to the extent this Appendix VIII is in conflict with Article 6 (Complaint/Grievance and Arbitration Procedure) this Appendix shall prevail.

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 in consultation with the Union;
- Conduct periodic reviews of jobs in consultation with the Union;
- Conduct periodic reviews of the job evaluation system in consultation with the Union; and
- Create job description templates (generics) in consultation with the Union.

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. 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. Existing jobs which undergo a change to job content that is expected to continue on an ongoing basis will be documented in consultation with the incumbent(s) and submitted for Evaluation within 30 days of the change. A completed JD shall be submitted by the Supervisor to Human Resources with a copy to the incumbent(s); Human Resources shall then forward the JD to the Evaluation Committee.
- (b)** Article 21.08(d) shall apply in the event an existing job undergoes a temporary change to job content that exceeds 3 months. An alleged violation of Article 21.08(d) may be grieved in accordance with Article 6.
- (c)** Job evaluation points shall be determined by the Evaluation Committee using the established Factor Weightings in Schedule C. Grades shall be allocated in accordance with Schedule B to this Letter of Understanding.

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)** An incumbent whose wage rate is “green circled” in accordance with paragraph 5(a) shall be added to the Priority Placement List for a period of up to two years, so long as her wage rate remains “green circled”, and subject to the following rules:
 - i.** Article 17.06 (Priority Placement) shall apply to the extent it is not in conflict with this paragraph 5(c);
 - ii.** while on the Priority Placement List, the University will endeavour to place her into a vacant Continuing position at her pre-Evaluation Grade;
 - iii.** the incumbent must submit a resume to Human Resources Services outlining her qualifications, skills, ability, and relevant experience;
 - iv.** if the incumbent accepts an offer of Priority Placement, her wage rate shall be determined by the Grade of the position without change to her pre-Evaluation Step. If the incumbent’s pre-Evaluation wage rate was above Step 10, her wage rate shall be “red-circled” against Step 10;

- v. if the incumbent declines an offer of Priority Placement, she shall be removed from the Priority Placement List; her wage rate shall continue to be “green circled” for the balance of the two year period and thereafter “red-circled”.

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 21.05(c) retroactive to the date the JD was received by Human Resources.

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 three stages as set out below.

Stage 1 – Review

- (a) An Evaluation may be the subject of a review (a “Review”). A Review is submitted to a Review Committee consisting of two representatives from each of the University and Union either by the Supervisor or incumbent (the “Appellant”). An Evaluation may only be the subject of a Review if:
 - i. the Evaluation has not been the subject of a prior Review;
 - ii. the Review is received within 10 Working Days from the date the Evaluation outcome is communicated to the Appellant, unless an extension is requested within that period by the Appellant and granted by Human Resources; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied;
 - iii. the Appellant completes and submits to the Review Committee the review form (the “Review Form”) which shall be developed by the University in consultation with the Union; and
 - iv. the basis for the Review is any or all of the following grounds:
 - a. the JD is inaccurate;
 - b. the Evaluation outcome is inaccurate; and/or
 - c. the incumbent’s wage rate has not been correctly implemented in accordance with paragraph 5, including the effective date of implementation.
- (b) The Review Committee shall provide a copy of the completed Review Form to, and solicit comment from, the party (the Supervisor or incumbent) who did not submit the Review (the “Respondent”), unless the Respondent is in agreement with the Review, evidenced by her signature on the Review Form.

Stage 2 - Grievance

- (c) Should the Review Committee not reach agreement, the Review may be the subject of a Grievance. Grievances are submitted by the incumbent to the AVP Human Resources (currently, Mark Haley) and the CAW National Executive Assistant (currently, Peggy Nash) or her designate from CAW National (together, the “Grievance Committee”). A Review may only be the subject of a Grievance if:
 - i. the CAW Local 555 is in agreement with submitting the matter to a Grievance; and

- ii. the Grievance is received by the Grievance Committee within 10 Working Days from the date the Review outcome is communicated to the incumbent; unless an extension is requested within that period by the incumbent and granted by Human Resources; such a request shall be for a maximum extension of 10 Working Days and shall not be unreasonably denied.
- (d) The Evaluation Committee shall provide both members of the Grievance Committee with a copy of the following documentation: the JD; the rating sheet (Evaluation outcome); the Review Form; the Respondent's comment (if any); the Review outcome; and any other relevant information requested by the Grievance Committee. The Grievance Committee shall attempt to arrive at a resolution agreeable to its members, including how the wage rate is to be implemented and the effective date of implementation.

Stage 3 – Arbitration

- (e) If the Grievance has not been resolved within 30 Working Days from the date of it being received by the Grievance Committee, the Union may refer the matter to Final Offer Selection Arbitration. The Arbitrator shall be selected by consensus of the Grievance Committee or, failing consensus, in accordance with the Letter of Understanding Regarding Roster of Arbitrators.
- (f) The University and Union shall submit their respective Final Offer briefs, including a proposed remedy, to the Arbitrator and to each other no less than 5 Working Days prior to the Arbitration. 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.

Wage Rate Implementation Following Arbitration

- (g) 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 Grievance 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 the incumbent's pre-Evaluation Grade, the incumbent's wage rate shall be determined in accordance with paragraph 5(d) or (e), as applicable.
- (h) Article 6.10(f) shall apply with respect to the costs of arbitration.

7. Union Right to Information

The Union shall be provided the following information / documentation on a monthly basis:

- i. completed JDs;
- ii. JD templates;
- iii. Evaluation results (rating sheets);
- iv. completed Review Forms;
- v. Respondents' comments;
- vi. Review results;
- vii. the Job Evaluation Plan; and
- viii. for each incumbent: her name and gender; job title; the gender of the job or job group; JD number; and department.

SCHEDULE A

Finalization of JJES

This Schedule outlines the items that will be addressed using the Joint Job Evaluation System (JJES) in effect on June 15, 2009, with one exception: unresolved "JCQs in Progress" as of January 31, 2010, for which the incumbent is not on an approved leave of absence at that date, shall be resolved under the JE 2009.

JCQs in Progress

JCQs received on or before June 15, 2009

The JJES in effect on June 15, 2009 will be used to rate jobs that were received on or before June 15, 2009. This includes:

- JCQs which require rating by the Job Rating Committee (JRC);
- JCQs which have been rated by the JRC and require consistency checking;
- Reconsideration requests for JCQs that were received on or before June 15, 2009; and
- Finalization of ratings where the release of the rating has been held due to the incumbent being on a leave of absence.

JCQs received after June 15, 2009

Employees in positions for which a JCQ was received after June 15, 2009 will be addressed in accordance with JE 2009.

Distribution of "Shares"

The Agreement between McMaster University and CAW Local 555 regarding the Joint Job Evaluation System Implementation and Retroactivity signed March 8, 2007 outlined the method of payment for retroactivity for the period June 16, 2005 to April 15, 2007. A "shares" methodology was used. The value of a full share was and is \$2886.39.

i) "Retro Shares" On Hold from the Main Pool

The main pool was calculated at 2% of wages for the bargaining unit and adjusted for 22 months of retroactivity covering the period June 16, 2005 to April 15, 2007. The total value of the main pool was \$3,021,557.34.

At the time of the April 16, 2007 implementation, there were employees who required rating of a JCQ to be finalized or some additional information confirmed prior to determining their entitlement for the pro-rata shares based on calculations from the "main" retro pool. A total of 16.2 shares with a value of \$46,759.52 remain "on-hold".

ii) Reserve Shares

Item 9 of the Implementation Agreement signed March 8, 2007 provides for 50 shares to be reserved to address retroactivity owing for the period June 16, 2005 to April 15, 2007 and also provides that in the event that more than the 50 shares are required, an additional 20 shares would be made available on a contingency basis. The 50 shares, less the 2.7 that have already been distributed leaves 47.3 reserve shares which have a value of \$136,526.25. The additional 20 shares may have a value of \$57,727.80.

Prior to the disbursement of the reserve shares, the rating of all eligible JCQs must be finalized in order to determine the employees and the total number of pay grade increases.

iii) Total Retro and Reserve Share Payments

The total of the retro shares on hold from the main pool and the reserve shares amounts to 63.5 shares which has a value of \$183,285.77 (\$46,759.52 + \$136,526.25). If not sufficient, an additional 20 reserve shares with a value of \$57,727.80 is provided.

Disbursement of the retro shares on hold from the main pool and the reserve shares will be determined by the Principals.

SCHEDULE B

Placement On Salary 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 C

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 Knowledge	2%	5		13		20									20	
	3. Adaptation to Change/Updating of Learning	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 Experience	15.5%	See Attached Chart														155
	6. Dexterity and Coordination	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 Others	10%	10		33		55		78		100				100		
	11. Accountability for Decisions and Actions Affecting People, Assets, and Information	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 Environment	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 C (cont'd)
Education and Experience (Level Rating and Points Chart)

Minimum Experience	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
Minimum Formal Education					
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