

IN THE MATTER OF PAY EQUITY

B E T W E E N

**The University of St. Michael's College
("USMC")**

- and -

**THE UNITED STEELWORKERS LOCAL, 1998
(The "Union")**

MEMORANDUM OF SETTLEMENT

AND WHEREAS USMC posted a Pay Equity Plan covering non-union employees in 1990 based on the TPF&C Core Job Evaluation plan;

AND WHEREAS many of the non-academic employees of the University of St. Michael's College employees became unionized when the United Steelworkers, Local 1998 was certified by the Ontario Labour Relations Board as their sole and exclusive representative in 1999.

AND WHEREAS USMC is required by the Ontario *Pay Equity Act* to establish, achieve and maintain pay equity.

AND WHEREAS appended to the collective agreement dated effective July 1, 2008 is a Letter #5-Job Evaluation, affirming the parties' commitment to pay equity and agreeing to evaluate jobs based on a gender neutral job evaluation system and methodology compliant with the Pay Equity Act. Appended to the collective agreement effective July 1, 2014 is a letter committing to move forward with the SES/U system and to developing a questionnaire and establishing a process with target dates; Appended to the collective agreement effective 2017 the parties again renewed their commitment to move forward with revised agreed-upon target dates. This letter was brought forward to the one-year renewal collective agreement effective 2021.

In this regard, the parties established a Joint Committee of two representatives of the University and two union representatives, having responsibility for rating jobs or positions in the bargaining unit utilizing job descriptions and information gathered in an agreed-upon questionnaire.

The joint committee developed the job content questionnaire for completion by the bargaining unit employees, and it was distributed to employees in July of 2018; employees were provided with time to work on the questionnaires, their managers reviewed and commented on the information provided, and the employees had an opportunity to respond to the Managers' comments.

And WHEREAS the parties have agreed upon the gender-predominance of all jobs; have rated the jobs using the SESU gender neutral comparison system, thereby assigning a point score to each job rated; have created bands of rating scores to establish relative equality; have reviewed and modified as required the ratings for integrity and consistency (sore-thumbing) and have arrived at mutually agreed upon ratings for all positions. In the course of using the SES/U system for rating bargaining unit jobs, the parties agreed upon introducing and incorporating a

new level to subfactor 12, Physical Effort, which will continue to be used in future for USMC bargaining unit positions as required.

AND WHEREAS the Union and the University have concluded the processes set out above.

AND WHEREAS the parties have agreed to implement a pay equity maintenance protocol (Appendix 7) in order to ensure that the parties' new job evaluation/pay equity results are maintained in a manner which is fair, consistent and compliant with the Pay Equity Act and the Human Rights Code.

NOW THEREFORE the parties agree as follows (the "**Agreement**"):

INTRODUCTION

1. The SES/U system consists of:
 - The SES/U Factors Language as attached in **Appendix 1**, to be further amended by agreement of the parties with regard to Subfactor 12;
 - The SES/U Weightings for the factors, attached as **Appendix 2**; and
 - The SES/U Job Evaluation Questionnaire (Questionnaire), attached as **Appendix 3**.
2. The parties are now agreed, as set out **Appendix 4**, on new job classes and positions (with unique position numbers) that comprise these job classes along with the agreed upon gender of those job classes (male, female and neutral).
3. **Appendix 5** sets out the full ratings of those job classes on a factor-by-factor basis. In arriving at the final ratings, a process of "sore-thumbing" was included to ensure that the results were fair, consistent, and free of gender bias.
4. **Appendix 6** sets out the "banding" or grouping together of the bargaining unit job classes into *eighteen* bands to establish job classes of comparable value within the meaning of the *Ontario Pay Equity Act*).

PAY EQUITY IMPLEMENTATION

Methodology

5. The Pay Equity process was conducted in four stages:
 1. Collection of data through the agreed upon questionnaire
 - a. Employees answered the detailed questionnaire, possibly supported by members of the Joint Committee.
 - b. Managers commented on completed questionnaire
 - c. Employees responded to Managers' comments
 2. Two parties rated positions and exchanged their ratings with rationales
 3. Joint Committee met to review rationales and reach agreement on ratings and rationales
 4. Joint Committee met to conduct sore thumbing
 5. The parties have reached agreement on all ratings.

Implementation of Pay Equity Adjustments

6. Any and all pay equity adjustments shall be applied immediately to the female job classes and no later than 90 days from the signing of this Memorandum of Settlement.

Retroactive Pay Equity Payments

7. USMC will process retroactive payments to all eligible employees in female predominate jobs that have been identified by the parties as requiring a Pay Equity Adjustment. The payment based on all regular hours of work paid from July 1, 2014 to the implementation of the Pay Equity increases arrived at through this process.
8. Retroactivity payments for female job classes will be calculated using the wage gap identified in the Pay Equity job evaluation process. The wage gap shall be calculated utilizing 2018 job rates. Then the total hours for each employee in a position receiving a pay equity adjustment shall be calculated for the period agreed upon for retroactivity. The total hours per employee shall be multiplied by the wage gap to determine the amount owed to each employee. The total retro amount shall be the sum of the amounts owing to all affected employees.

Timing of Retroactive Payments

9. Eligible employees will be all employees employed from July 1, 2014 forward in eligible female-predominate job classes who are entitled to pay equity adjustments including employees who are no longer employed. The employer will make a reasonable, good-faith effort to contact such individuals who are no longer in the employ of USMC. Where the employer is unable to contact such individuals, it will advise the Union and the parties shall jointly undertake best efforts to contact the individuals.
10. USMC will provide to the Union its schedule of the retroactive pay equity adjustments with supporting information and will work with the Union to ensure it is accurate.
11. Retroactivity payments will be processed for payment no later than April 30th, 2023.

Maintenance

12. The parties will continue to maintain pay equity as required by the Ontario *Pay Equity Act* used in accordance with the Maintenance Protocol attached as **Appendix 7**, which will govern the ongoing maintenance of the job evaluation/pay equity process.
13. The parties will monitor the ongoing maintenance process set out in **Appendix 7** to ensure that no adverse gender impacts arise after the signing of this Agreement in the maintenance process, and the parties agree to correct any such impacts.

New Schedule A to Collective Agreement

14. The parties are, as of the date of this Memorandum, actively engaged in collective bargaining for a renewal of the collective agreement that expired June 30, 2021. The parties agree to refer to the collective bargaining process the creation of a Wage Schedule.

This Schedule shall be used for administration of wages for bargaining unit positions consistent with the ratings and banding of jobs under the SESU job evaluation plan as referenced in Appendix 6 of this document (as well as new or revised positions that will be addressed through the agreed-upon maintenance process outlined in Appendix 7).

The objectives of developing and implementing a Wage Schedule (grid), include: to maintain both pay equity, and to achieve and maintain internal equity for bargaining unit positions going forward; to provide a structure for administering pay, and for wage adjustments, and any promotional/reclassification increases.

The parties understand that the financial component of negotiated increases other than those required to achieve Pay Equity, are subject to Bill 124 and the collective bargaining process.

Release and Withdrawal of Proceedings

15. This Agreement fully resolves all pay equity matters up to and including July 1, 2018. The parties have negotiated a Pay Equity Maintenance process to deal with all pay equity matters going forward (see Appendix 7).
16. The parties agree that this settlement is pursuant to section 25.1 of the Ontario *Pay Equity Act* and that both the Employer and the Union shall jointly defend this settlement should it be challenged to the Pay Equity Office or Pay Equity Hearings Tribunals.

Miscellaneous

17. All payments referred to throughout this Agreement are subject to the required statutory deductions.

Without Prejudice – Proposal for Discussion

UNIVERSITY OF ST. MICHAEL'S COLLEGE this 2nd day of November, 2022

FOR THE UNION



Signature

____ November 2, 2022. ____

Date

FOR THE UNIVERSITY



Signature

November 2, 2022

Date

APPENDIX 6

2018 Job Class	2018 Gender	2018 Max. Wage	Point Band	PV Comparator	Comparator Wage	PE Adjustment (HRWise Bands)	Point Band Range	Total Points
EMPTY BAND			18	EMPTY BAND			680-699	N/A
EMPTY BAND			17	EMPTY BAND			660-679	N/A
Advancement Manager, Annual Campaigns	M	\$ 46.47	16	N/A	N/A	N/A	640-659	657
Associate Registrar (Miranda)	F	\$ 43.15	16	Associate Registrar (Morteza)	\$ 43.15	nil	640-659	641
Associate Registrar (Morteza)	M	\$ 43.15	16	PV Comparator	N/A	N/A	640-659	641
Electrician	M	\$ 41.69	15	N/A	N/A	N/A	620-639	634
Editor	M	\$ 41.18	15	N/A	N/A	N/A	620-639	632
HVAC Mechanic	M	\$ 35.30	15	PV Comparator	N/A	N/A	620-639	624
Assistant Dean - Residence Life	F	\$ 41.25	14	PV	\$ 40.07	nil	600-619	616
Advancement Associate, Stewardship	F	\$ 40.11	14	PV	\$ 39.27	nil	600-619	606
Accountant II	F	\$ 33.12	13	Carpenter	\$ 35.37	\$ 2.25	580-599	592
Carpenter	M	\$ 35.37	13	PV Comparator	N/A	N/A	580-599	590
Assistant Registrar, Admissions & Financial Aid	F	\$ 37.90	13	Carpenter	\$ 35.37	nil	580-599	587
Student Services Officer	M	\$ 37.90	13	N/A	N/A	N/A	580-599	582
Assistant Registrar, Advising and Recruitment	F	\$ 37.90	12	PV	\$ 36.48	nil	560-579	570
Assistant Registrar, Academic Advising	F	\$ 37.90	11	Content Specialist	\$ 32.97	nil	540-559	555
Advancement Officer, Prospect Management	F	\$ 32.29	11	Content Specialist	\$ 32.97	\$ 0.68	540-559	548
Procurement & Budget Coordinator	F	\$ 28.57	11	Content Specialist	\$ 32.97	\$ 4.40	540-559	546
Webmaster/Manager, Graphic Design	F	\$ 39.94	11	Content Specialist	\$ 32.97	nil	540-559	544
Advancement Officer, Alumni Engagement	F	\$ 32.29	11	Content Specialist	\$ 32.97	\$ 0.68	540-559	542
Advancement Officer, Special Projects	M	\$ 32.29	11	N/A	N/A	N/A	540-559	541
Campus Minister	F	\$ 28.54	10	Content Specialist	\$ 32.97	\$ 4.43	520-539	534
Administrative Assistant - Sheptytsky	F	\$ 28.58	10	Content Specialist	\$ 32.97	\$ 4.39	520-539	531
Program Coordinator	F	\$ 35.71	10	Content Specialist	\$ 32.97	nil	520-539	530
Physical Plant Coordinator	F	\$ 29.38	9	AV Technician	\$ 32.16	\$ 2.78	500-519	519

Will work with USW to determine correct point total

Will work with USW to determine correct point total

Administrative Assistant II - Principal's Office	F	\$ 35.66	9	AV Technician	\$ 32.16	nil	500-519	517
InfoExpress Liaison	F	\$ 32.86	9	AV Technician	\$ 32.16	nil	500-519	515
Office Support	M	\$ 27.19	9	N/A	N/A	N/A	500-519	515
Content Specialist	M	\$ 32.97	9	PV Comparator	N/A	N/A	500-519	511
Cataloguing Technician	F	\$ 31.84	9	AV Technician	\$ 32.16	\$ 0.32	500-519	509
Residence Life Coordinator	F	\$ 30.71	9	AV Technician	\$ 32.16	\$ 1.45	500-519	501
Acquisitions Technician	F	\$ 31.84	8	AV Technician	\$ 32.16	\$ 0.32	480-499	497
Student Life Coordinator	M	\$ 30.71	8	N/A	N/A	N/A	480-499	494
PIMS Library Technician	M	\$ 31.84	8	N/A	N/A	N/A	480-499	493
Special Collections Library Technician	F	\$ 31.84	8	AV Technician	\$ 32.16	\$ 0.32	480-499	486
Library Technician C	F	\$ 32.86	7	Accounts Payable Clerk	\$ 26.06	nil	460-479	479
Mailroom Coordinator	M	\$ 29.46	7	N/A	N/A	N/A	460-479	476
Accounts Payable Clerk	M	\$ 26.06	7	PV Comparator	N/A	N/A	460-479	475
AV Technician	M	\$ 32.16	7	PV Comparator	N/A	N/A	460-479	473
Registrarial Clerk	M	\$ 30.28	7	N/A	N/A	N/A	460-479	471
Accountant I	F	\$ 26.06	7	Accounts Payable Clerk	\$ 26.06	nil	460-479	468
Groundskeeper	M	\$ 24.12	6	PV Comparator	N/A	N/A	440-459	459
Library Technician #40	F	\$ 31.84	6	Groundskeeper	\$ 24.12	nil	440-459	457
Library Technician B	F	\$ 31.84	6	Groundskeeper	\$ 24.12	nil	440-459	454
Library Technician A	F	\$ 31.84	6	Groundskeeper	\$ 24.12	nil	440-459	452
Associate Editor	F	\$ 20.01	5	PV	\$ 26.12	\$ 6.11	420-439	438
General Support - Janitor	M	\$ 23.60	4	PV Comparator	N/A	N/A	400-419	402
Housekeeper (Lead)	F	\$ 20.64	4	General Support - Janitor	\$ 23.60	\$ 2.96	400-419	401
EMPTY BAND			3	EMPTY BAND			380-399	N/A
Evening Janitorial	M	\$ 21.33	2	N/A	N/A	N/A	360-379	371
Day Janitorial	M	\$ 21.33	2	PV Comparator	N/A	N/A	360-379	370
Housekeeper	F	\$ 19.60	2	Day Janitorial	\$ 21.33	\$ 1.73	360-379	369
EMPTY BAND			1	EMPTY BAND			0-359	N/A

Will work with USW to determine correct point total

Will work with USW to determine correct point total

UNIVERSITY OF ST. MICHAEL'S COLLEGE this ____ day of ____, 2022

FOR THE UNION

SIGNATURE



DATE

FOR THE UNION

SIGNATURE



DATE

November 1, 2022

APPENDIX 7 - 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 November 1, 2022.
2. The Pay Equity Plan and Job evaluation system shall be administered by the University of St. Michael's College (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 the *Human Rights Code* and to provide for internal equity within each of the salaried and hourly groups respectively for job classes within the USW Local 1998 bargaining unit.
3. 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 once annually. The terms of reference for this Joint Committee are set out in point 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.
4. The Joint SES/U Oversight Committee (see point 2 above), will be comprised of two University representatives or their designates, and two Union representatives or their designates. Following the completion of Pay Equity implementation Phase 2, the Joint Committee will meet at least once 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 SES/U system. The parties agree to review these major systemic changes and consider implementing and/or modifying these changes for University of St. Michael's College 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.

5. All evaluations undertaken pursuant to this Protocol shall be consistent with the agreed-upon existing ratings and rating rationales for job classes within the University of St. Michael's College'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.

6. 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.

"Significant change" is defined as occurring when the duties or responsibilities of a position are added, removed or otherwise altered on a permanent and ongoing basis and there is a demonstrated change in the skill, effort, responsibility or working conditions required to perform the new or altered duties such that the job no longer falls within its current job class. A mere change in the mix or emphasis of duties and responsibilities or work methods or procedures is not considered significant or substantial change.

PAY EQUITY IMPLEMENTATION - PHASE 2 (July 1, 2018 to November 1, 2022)

7. The University and Union will give priority to the Pay Equity Implementation – Phase 2 for the period of July 1, 2018 to November 1, 2022. The parties agree to make all diligent efforts to complete Phase 2 no later than September 30, 2023. This work will begin as soon as practicable following the signing of the Phase I Pay Equity Memorandum of Settlement.
8. The parties will start with existing jobs that were not yet rated and not included in Phase I of the Pay Equity Implementation Project. Subsequently, positions which were evaluated in Phase I of the Pay Equity project, but for which job descriptions were revised significantly, the University and the Union will review the revised job descriptions to mutually determine if there has been a significant change which will require a new rating. These jobs will be rated by May 1, 2023, provided timely submission of all relevant documentation.
9. The parties agree that retroactive date for any pay equity adjustments for the new

positions shall be the date that the job was created and in the bargaining unit. In the case of positions that were rated in Phase 1 but for which the job description was significantly revised since the version that was rated, retroactivity for any rating that would result in a Pay Equity adjustment will also be in accordance with the MOS dated November 1, 2022.

10. The parties acknowledge that 2018 job rates were applied to the Phase I pay equity project. As part of the Phase II pay equity analysis, the parties will also review, particularly for the period of July 1, 2018 to November 1, 2022, any changes to job rates, gender status of job classes, vacant job classes, significant changes to an existing job class for a potential pay equity impact.
11. Phase 2 will include jobs that have been created from July 1, 2018 to November 1, 2022 or have had changed circumstances (eg. vacant positions with new incumbents for which no questionnaire was completed and/or rated or significant changes to duties) in the same period. Either party may identify jobs it deemed not rated under Phase I.
12. The University will proceed to provide questionnaires and job descriptions by January 31, 2023, to incumbents in the positions identified in point 11.

NEW POSITIONS

13. Following the Phase II Pay Equity project, when a new position in the bargaining unit is established by the University, the University shall make its assessment as to whether it falls into an existing job class or is a new job class. They will then evaluate the position to confirm whether it actually belongs in an existing job class or to establish a new job class based upon that rating. The University will then 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. The University will provide to the Union written notice of its decision along with the following: new position description; job class placement and rationale for that placement; line score and unique position number.
14. 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. Once the questionnaire is completed, the employer shall rate the job, document rationales and shall share the result with the Union.
15. If the Union does not agree with the University's decision, 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 identified in the Questionnaire.

16. The University will meet with the Union within twenty (20) working days from receipt of the information above to discuss the Union's response to endeavour to reach an agreement.
17. 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.
18. 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 point 9 above. University of St. Michael's College will post the job consistent with the collective agreement provisions and will note on the job posting, job description and/or any letter of offer of employment that the salary is "subject to final determination pursuant to the Job Evaluation/Pay Equity Maintenance Protocol.

RECLASSIFICATION

19. 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.
20. Requests for reclassification may be made where there is a belief that there has been a significant change since the last time the job was rated 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 with a copy to the Union using an official request for reclassification form to be developed jointly by the University and the Union. The parties are required to consider consistency and fairness throughout the reclassification process, where a significant change has been demonstrated.
21. Documentation in support of the ongoing reclassification process will be discussed by the Joint Committee with the goal of establishing a standard data set of information.

Employee Initiated Reclassification

22. An employee who believes that their position has been significantly changed, as defined in Point 6 above, shall complete a request for reclassification form specifying what has significantly changed in their position, the date(s) when the changes occurred and why the employee feels the position no longer fits within the existing job class.

23. The Manager shall, within fifteen (15) working days of receipt of the above information (i.e. written request form and completed questionnaire, if available) review the request and provide a written response to HR who will subsequently provide a copy to the employee and the Union.

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

24. If the University does not agree that the position has significantly changed as defined above in Point 5, that assessment will be communicated in writing, to the employee and the Union within twenty (20) working days of the receipt of the information in Point 16. If the Union wishes to dispute, it will follow the process starting in Point 23.

Where The University Does Agree that the Position has Significantly Changed

25. 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 Point 16.
26. The Manager and HR will prepare an updated position description, pay band, job class, complete line score and rationales for factors that have changed.
27. The Union will then have twenty (20) working days from receipt of the materials in Point 20 to consider and respond to the University's assessment.
28. In the event the Union agrees with the University's assessment, the outcome of the assessment will be implemented as set out in Point 34 below.
29. 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. The response will include the Union's ratings and the Union's position on the appropriate job class, gender and pay band.
30. The University will meet with the Union to discuss their assessment within twenty (20) working days from receipt of the Union's response to endeavour to reach agreement.
31. If no agreement is reached as a result of that meeting, the Union may, within twenty (20) working days, refer the outstanding dispute(s) to the Dispute Resolution Process as set out below.

UNION INITIATED RECLASSIFICATION

32. The Union 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 Points 7-12 of this Protocol will be applied, recognizing that the position is not a new position.

33. Requests for reclassification shall be initiated by the completion of the request for reclassification form specifying what has significantly changed in the position or job class. The Union will provide the University with all supporting documentation, providing a full rationale for the requested change, including, line score and rationales for factors that have changed proposed job class placement, and pay band.
34. The University will have thirty [30] working days from receipt of the reclassification request with documentation to respond. The response will include the University's position as to whether there has been a significant change to the position.
35. If the University 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 and/or job class.
36. The parties agree to meet within twenty (20) working days of the receipt of the response above, to endeavour to resolve the dispute.
37. The University will have ten (10) working days after the meeting to advise the Union whether it will agree to the request.
38. If there is no agreement, the Union may refer the matter to the Dispute Resolution Process within twenty (20) working days after receipt of the University's response.

UNIVERSITY INITIATED RECLASSIFICATION

39. The University has the right to initiate a process that may lead to the reclassification of an existing position if there is a significant change to the job by revising the position description to reflect the change(s). If there is an incumbent in the position, they will be provided with the revised position description and the changes will be discussed by the employee and their manager. The Union will be provided with the revised position description. The University will rate the revised job and if a reclassification results from the revised rating, it will be implemented retroactively to the effective date of the revised job description. The Union will be provided with the proposed job class placement, pay band, line score and rationales for factors that have changed.
40. The Union will have thirty [30] working days from receipt of the reclassification notification with

documentation to respond. The response will include a full statement concerning the Union's position on the request.

41. If the Union disagrees with the outcome, it will provide a statement setting out full rationales for the disagreement.
42. The parties agree to meet within twenty (20) working days of the receipt of the response above, to endeavour to resolve the dispute.
43. If there is no agreement, the Union may refer the matter to the Dispute Resolution Process within twenty (20) working days after the meeting as referenced in Point 38 above.

EFFECTIVE DATE OF RECLASSIFICATION

44. 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 significant change to the work occurred that caused the reclassification, with the proviso that the retroactivity can be for no more than six (6) months prior to the request for reclassification.
45. 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 band, the employee's salary will be decreased to the salary step in the lower salary band closest to, but lesser than, the employee's salary in the higher band.

RECLASSIFICATION ACTIVITY

46. When all outstanding positions in Points 7 and 8 are rated, the Union and University will consider newly created positions and reclassification requests from employees, managers or the union in the order in which they are received. The parties can communicate via email or through meetings to discuss and try to resolve any disputes prior to referral to the Dispute Resolution Process in Point 50. In October 2023, the parties shall meet to review their work processes to determine if adjustments are needed.

ACCESS TO INFORMATION

47. The University is committed to ensuring that employees have up-to-date position descriptions with the proviso that position descriptions are not intended to be detailed or comprehensive lists of all tasks or work processes that may be undertaken in the performance of the job. The University will meet once annually with employees at which time the incumbent's position description will be reviewed and will consider whether there have been significant changes so as to warrant a reclassification request to be submitted pursuant to this Protocol.

48. Upon written request, employees will be provided access to their completed Job Evaluation Questionnaire, their position description, factor language, the mutually agreed upon current ratings and rationales of their job class, and total rating points for all job classes.
49. The Union will be provided access to the University's existing data from the SES/U JobEvaluation process which consists of Job Evaluation Questionnaires, ratings, position descriptions and numbers, mutually agreed upon rationales, number of incumbents and gender predominance data.

DISPUTE RESOLUTION PROCESS FOR JOB EVALUATION

50. Outstanding disputes related to the interpretation, implementation and enforcement of this Protocol may be referred to mediation/arbitration in accordance with the following.
51. The parties agree that Liz McIntyre, Gerry Lee, Kathleen O'Neil or Laura Trachuk will be the Mediator/Arbitrator to be used or the parties may mutually decide to use a different mediator than the individual who would be responsible for arbitration. The parties will provide mediation briefs to the mediator at least five working days before the mediation date.
52. If mediation is unsuccessful and the dispute goes to arbitration, the timelines below concerning the exchange of materials for arbitration will apply, and the parties may, if they so desire, make changes to anything provided for the purpose of mediation. All discussion and any positions taken, explored or rejected at mediation will be on a completely without prejudice basis.
53. The Mediator/Arbitrator shall decide the dispute in an expeditious manner, in accordance with the job evaluation plan and 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.
54. The Mediator/Arbitrator shall have the powers as set out under the Labour Relations Act, including the powers in section 48 (12).
55. A Mediator/ Arbitrator appointed under this procedure shall commence to hear the matter referred at the next available hearing date acceptable to the parties and shall issue a written notice of their decision. within twenty (20) working days of the hearing.
56. The party requesting mediation/arbitration shall provide its written submissions to the other party twenty (20) working days before the scheduled hearing. The submission will include, at a minimum, the relevant position description, any mutually agreed upon rationales and the

relevant Job Evaluation Questionnaire.

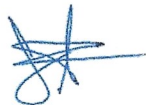
57. The responding party shall provide its submissions ten working days (10) prior to the hearing.
58. The requesting party may file any written reply no later than five working days (5) prior to the hearing.
59. The mediator/arbitrator will have no jurisdiction to amend position descriptions, mutually agreed upon rationales or Job Evaluation Questionnaires but may reference them in determining the outstanding dispute.
60. The parties shall deliver their written submissions to Mediator/Arbitrator at the same time that they are forwarded to the other party.
61. No written submission, materials or evidence can be considered at the hearing that have not been provided by the parties in conformity with the process set out above, unless agreed upon by the parties or if the arbitrator agrees it is appropriate and relevant.
62. 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.
63. The Mediator/Arbitrator shall have jurisdiction to determine the issues necessary to address the outstanding dispute referred to them, 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.
64. The Mediator/Arbitrator shall not have jurisdiction to amend the SES/U Job Evaluation Plan. If the Mediator/Arbitrator in the course of their deliberations identifies a previously determined rating which they believe may be inconsistent, the Mediator/Arbitrator may communicate this observation and encourage the parties to reconsider the rating.
65. The arbitration award shall be binding on the parties to this agreement and any employees involved.
66. The parties shall share equally the fees and expenses of the Mediator/Arbitrator.

PAY EQUITY MAINTENANCE SUBSEQUENT TO PHASE II

67. The job banding and determination of male comparators that are agreed upon in the Phase II Pay Equity Maintenance Plan shall form the basis for subsequent Pay Equity Maintenance processes.

UNIVERSITY OF ST. MICHAEL'S COLLEGE this 2nd day of November , 2022

FOR THE UNION



Signature

November 2, 2022.

Date

FOR THE UNIVERSITY



Signature

November 2, 2022

Date