

June, 2018 HJ
KAO

LETTER OF UNDERSTANDING: JOB EVALUATION

Having jointly developed and approved the sub-factors, levels, level descriptions and Job Content Questionnaire as key components of the new Job Evaluation System, the Parties agree that these elements and the related processes contained in Appendix "A" and Schedules "A" through "J" will not be unilaterally amended. The Parties further agree to the following:

1. Previous Letters of Understanding on Job Evaluation

- 1(a) The provisions of this *Letter of Understanding: Job Evaluation ("LOU")* replace the previous *Letter of Understanding (LOU): Job Evaluation* dated April 13, 2016. In addition, the provisions of this LOU are intended to supplement the provisions of the *Letter of Understanding: Activities of Working Group on Job Evaluation (WGJE)* dated April 13, 2016, unless the provisions of this LOU are in conflict, in which case, the provisions of this LOU will apply.
- 1(b) The joint Job Evaluation Committee (JEC, also referred to in the Chart of Activities as the JJEC), made up of equal representation from the University and USW Local 2010 is charged with making recommendations to the Parties with regard to all decisions involving the Job Evaluation Process. The Union members of the JEC are empowered to bind the Union to such decisions. Either Party may use the services of their own consultants or advisors. The JEC may delegate work as part of the Job Evaluation Process to the Working Group (WGJE) composed of members and/or non-members of the JEC.
- 1(c) The provisions of Article 8.03 will apply to Union representatives who attend joint meetings of either JEC or WGJE.
- 1(d) The University will designate a resource person to maintain the records and schedule meetings and bring in information as required by the Committee.
- 1(e) A Committee member from each Party shall be designated as Co-Chair person, and the two Co-Chairs shall chair the meetings alternately.
- 1(f) The provisions of this LOU replace the *Letter of Understanding: Position Re-Evaluation* dated April 13, 2016.

2. Scope of the Bargaining Unit

It is not the intention of the Parties that the provisions of *Article 2 - Recognition and Scope* of the Collective agreement be amended through the Job Evaluation Process.

If during the Job Evaluation Process the University determines that a position does not fall within the Bargaining Unit pursuant to Article 2, the University will notify the Union. If the Union

disagrees with the University's determination, the grievance procedure set out in Article 11 will apply.

3. Job Evaluation Committee (JEC) and Working Group on Job Evaluation (WGJE)

The work of the JEC and the Working Group Job Evaluation (WGJE) will continue until the new JE system is implemented.

4. Job Evaluation Process

The Job Evaluation Process is outlined in Appendix "A", which is attached.

5. Frequency of JEC/WGJE Meetings

The JEC/WGJE will meet as often as is required to operationalize the provisions of the Job Evaluation Process in accordance with the timelines outlined in the Job Evaluation Process (Appendix A). The JEC may agree to amend the timelines as outlined in the Job Evaluation Process (Appendix A) as needed.

6. USW Audit Process

The USW Audit Process and timelines are outlined in Appendix "A", as well as, Schedules "A" and "B" to Appendix "A".

7. Reference Data Set ("RDS")

The USW WGJE will advise the University no later than July 31, 2018 of the positions to be included in the RDS, which is to be used for the USW Audit Process.

Minor revisions to the list of positions in the RDS may be made subsequent to July 31, 2018.

8. Format of the Job Content Questionnaire (JCQ)

The format of the JCQ (Schedule "J") to be used for the Job Evaluation Process is the version contained in Qualtrics.

If the University identifies that changes to the current delivery method, instructions or technical platform for the JCQ are required, subsequent to the execution of this LOU, such changes will be subject to the agreement of the Union. No change(s) will be made to the sub-factor questions in the JCQ without mutual agreement.

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[Signature]

9. Confidentiality of JE System Components

The factor and sub-factor weightings, levels and level descriptions are confidential and will not be shared with employees or managers by either Party. These components, in the possession of the Union (JEC/WGJE) for the purpose of the Job Evaluation Process are not to be used for any other purpose.

10. Post-Implementation Dispute Resolution

A separate process will be used for resolving disputes regarding the re-evaluation of any position post-implementation, per Schedule "C".

11. Adjustments to Compensation

All matters relating to compensation impacts from the transition to the new JE system will be discussed at Stage 6 of the Job Evaluation Process, or at such time as is agreed to by the Parties. Discussions will include considerations of retroactivity (including effective date and timing of payments, if any) and step composition in the salary grid. Where, as a result of the transition to the new JE System, an employee's salary would otherwise be reduced, there will be no reduction applied and their salary will remain unchanged until the maximum pay rate in the new pay grade exceeds the employee's salary ('red-circling'). The University will quantify and disclose to the Union the per-employee calculation of the compensation costs associated with all required red-circling and deduct these costs from the available budget to facilitate the transition to the new JE System.

12. Data Sharing and Transparency

During the Job Evaluation Process, the University and the Union will exchange data, including the Audit Materials, as required throughout, by uploading information into a shared QShare drive.

The Parties will continue to share communications regarding the Job Evaluation Project with each other in advance of distribution.

13. Transition to New Job Evaluation System

The Parties will negotiate and agree on the process for transitioning positions from the existing salary grid to the new salary grid as per Appendix "A".

The process for dealing with the evaluation of new bargaining unit positions, as well as the re-evaluation of existing positions during the period commencing with Stage 1 (JCQ Completion) of the Job Evaluation Process and ending no later than 60 calendar days following the anticipated implementation date for the new Job Evaluation System, is outlined in Schedule "D" which is attached to Appendix "A".

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14. Pay Equity Maintenance

The Parties agree to use the new Job Evaluation System for the purposes of Pay Equity maintenance.

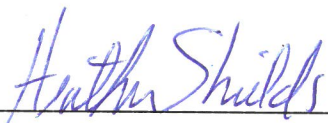
The Parties will meet 12 months after implementation of the JE system for the first Pay Equity Maintenance Meeting, and thereafter on an annual basis, unless the Parties agree to an alternate schedule.

The purpose of the Pay Equity Maintenance Meeting is to review the information necessary for the Parties to discharge their mutual obligations under the *Pay Equity Act*. In preparation for the meeting, the University will provide on a timely basis, information regarding the following:

- new positions introduced to the bargaining unit
- re-evaluations of existing bargaining unit positions
- any changes to the gender status of job classes across the bargaining unit and any subsequent impact to established male job class comparators

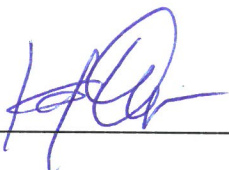
Dated this 1st day of June, 2018

For the University:



Heather Shields

For the Union:



Kelly Orser