JOINT JOB EVALUATION COMMITTEE

TERMS OF REFERENCE

Between

HALTON CATHOLIC DISTRICT SCHOOL BOARD
(The Board)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES (LOCAL 3166)
(The Union)
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ARTICLE 1 – PURPOSE

1.1 For the Board and the Union to jointly carry out a Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement.

1.2 For the Board and the Union to jointly implement a gender-neutral job evaluation tool to maintain pay equity for all jobs within CUPE Local 3166. The current gender-neutral tool developed by Deloitte & Touche, includes four main factors as required by the Pay Equity Act:
   i. skill
   ii. effort
   iii. responsibility
   iv. working conditions

ARTICLE 2 – MANDATE OF THE J.J.E.C.

2.1 The J.J.E.C. shall implement and maintain the Halton Catholic District School Board – CUPE Local 3166 gender-neutral job evaluation program and internal pay equity by:
   a) Evaluating CUPE Local 3166 jobs using the gender neutral job evaluation tool;
   b) Maintaining the integrity of the program and a strict adherence to confidentiality;
   c) The Facilitator shall inform the incumbents/managers/supervisors and CUPE Local 3166 President of the results of the Job Evaluation Committee’s evaluation of CUPE Local 3166 positions.

ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

3.1 The J.J.E.C. shall have equal representation (appointed by each of the parties) and participation from the parties, consisting of three (3) representatives from the Board and three (3) representatives from the local union.

3.2 Human Resources Services will appoint a Facilitator of the J.J.E.C., currently the Manager, Employee Relations. The role of the Facilitator is as follows:
   a) The scheduling of regular Committee meetings which includes notification of the appropriate supervisors for Committee members’ attendance;
   b) Establishing the priority of matters to be acted upon by the Committee;
   c) Remain impartial in the proceedings and to facilitate open dialogue in a professional setting;
   d) Record the decisions of the committee and maintain an official data base, the J.J.E.C. rating results;
e) Facilitate questions from the committee members;
f) Ensure that the committee has reached consensus before advancing or in the absence of consensus, records where a majority vote has been taken;
g) Ensure that any and all discussions, questions, clarifications and disagreements that take place during a position evaluation remain strictly confidential;
h) Ensure that the ratings outcomes are kept confidential until the results memo’s have been released;
i) Ensure that the Manager/Supervisor of the position being reviewed is available for questions or clarifications when required;
j) Ensure that the composition of the committee is free from conflicts of interest (committee members that are incumbents or managers in the position being reviewed);
k) Providing notification of the committee’s decisions to the President;
l) Providing notification of the committee’s decisions to incumbents.

3.3 The Board will pay each employee at the regular rate of pay for all regularly scheduled meetings held during the employees normal working hours and work year while attending J.E.C. meetings. Any meetings that fall outside of these parameters will be unpaid and occur only with consensus. The Board will provide release time for committee members at no loss of pay or seniority. Committee members agree to record their absences as “Board Business”.

3.4 The parties agree that the committee meetings will take place during the school year, and that the committee will only convene in the summer months with consensus.

3.5 Decisions of the Committee shall be made by consensus. Every effort will be made to reach consensus, however, where consensus can not be reached a decision of the majority shall govern. A record of the majority ruling will be noted by the Facilitator.

3.6 The J.J.E.C. shall meet as necessary at a mutually agreed upon time and place. Wherever possible such meetings will take place at the Catholic Education Centre.

3.7 The members of the Joint Job Evaluation Committee agree to keep the contents of the proceedings confidential to maintain the integrity of the process. This would include, but is not limited to, all discussions that happen in committee, all rankings, all scoring, all voting and total job evaluation points. All members of the Joint Job Evaluation Committee agree to refrain from any conversation with an employee whose position has been or is about to go before the committee.

3.8 In accordance with the CUPE Local 3166 collective agreement with the Halton Catholic District School Board’s Letter of Understanding, all positions within the above noted bargaining unit are to be reviewed by the J.J.E.C every five (5) years.
ARTICLE 4 – DEBRIEFING

4.1 Following the meeting of the J.J.E.C. and the release of the results, employees will have five (5) working days from the date of receipt of the results to request a debriefing meeting from the Facilitator. Present at this meeting will be the J.J.E.C. Facilitator, the Supervisor and the President of CUPE Local 3166 up to 4 members of the bargaining unit to participate. The debriefing meeting will be held outside of working hours and attendance is voluntary. Human Resources Services will respond to the request within fifteen (15) working days of receipt.

4.2 The purpose of the debriefing meeting is to clarify any questions regarding the updated job description. Any discussion regarding the evaluation process will not be entertained.

4.3 Employees who are unable to attend the debriefing meeting, but who have specific questions related to their updated job description, can have the questions emailed directly to the Facilitator of the J.J.E.C, Human Resources Services

ARTICLE 5 – APPEALS PROCEDURE

5.1 Within fifteen (15) working days of the date of the debriefing meeting, the incumbent(s) may appeal committees’ decision by following the procedure outlined below. The only basis for an appeal of the Committee’s review is that the job description is inaccurate and not reflective of the position.

Step 1:

A request for appeal is to be submitted in writing to the attention of the Facilitator by completing and submitting an Appeal Form (Appendix A). The appeal form must indicate what area of the job description is inaccurate.

The submission must be supported and signed by the incumbent’s immediate supervisor.

The submission must include supporting rationale.

Step 2:

The J.J.E.C. will convene to confidentially review the appeal documentation.

Step 3:

The committee, with the assistance of the Facilitator will review only the affected factor, and consensus must be reached. As with article 3.2, if a consensus can not
be reached, a majority vote will be taken. The committee will not review the entire position.

Should the additional information not impact the level rating of the position, the job evaluation process ends at this stage.

Only one appeal can be made to the Job Evaluation Committee within the defined job evaluation review cycle (5 years).

**Step 4:**

The decision of the committee upon review of the appeal document is final. Notification will be sent to the incumbent and supervisor of the committees’ decision.

**ARTICLE 6 – NEW POSITIONS**

6.1 When a new position is created within the bargaining unit, Human Resources Services will draft the job description and provide a temporary rating.

6.2 The J.J.E.C. will convene to review and formally rate the position when it has been staffed. Should the formal rating prove to be lower than the temporary rating there will be no financial impact to the employee and they will be red circled.

If the formal rating is higher than the temporary rating, the rating will be applied retroactive to the date the job description was signed.

**ACKNOWLEDGEMENT:**

_________________________  _______________________
Executive Officer, Human Resources Services  Date

____________________________  _______________________
President, CUPE Local 3166  Date
HALTON CATHOLIC DISTRICT SCHOOL BOARD

JOB EVALUATION APPEAL FORM

CUPE LOCAL 3166

<table>
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<th>Incumbent’s Name: _______________________</th>
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<td>Job Title:</td>
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<td>Department/Location:</td>
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<td>Rationale: (Provide a summary of your request for appeal in the space provided).</td>
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Note: Please send the original of this form to the Facilitator, via the Human Resources Services Department.

In accordance with the J.J.E.C. Appeal Procedure (Article 4.1), please ensure this document is received by the Manager, Employee Relations no later than fifteen (15) working days of the date of the debriefing meeting.