

BETWEEN:

CARLETON UNIVERSITY

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2424

TERMS OF REFERENCE REGARDING JOB EVALUATION

Selection of a Gender Neutral Comparison System

1. The University will identify to the Union three consulting firms that specialize in pay equity and have a) worked in the education/university/college sector and b) have worked with CUPE.
2. The chosen firms will be required to have a gender neutral comparison system (GNCS) including a questionnaire for gathering job content information from employees.
3. The parties will jointly agree on the consulting firm to be engaged to assist them in the development of a revised pay equity plan for the bargaining unit. If the parties cannot agree on a consulting firm, then the Employer will choose one (1) of the consulting firms identified in section 1 above.

Job Content Gathering and Identification of Job Classes

4. Once the GNCS and questionnaire have been agreed to, including any agreed-upon amendments, the parties will meet to agree on a representative sampling of incumbents in job classes to whom the questionnaires will be distributed.
5. The parties will agree on the tentative job classes in the bargaining unit, and their gender dominance, having regard to the requirements of the Pay Equity Act.
6. Employees in receipt of the questionnaire will be entitled to work time to complete the questionnaire either on their own or as a group.
7. Questionnaires will be required to be returned by a date to be agreed-upon by the parties.
8. Managers will be expected to comment on the questionnaires within a two month period following the submissions.

Evaluation of Job Classes

9. Within two (2) months from the receipt of the questionnaires and managers' comments, the University will finalize and evaluate the job classes and provide the Union with its proposed job classes and their ratings, the completed questionnaires and managers comments.
10. The Union will have two months from receipt of the proposed job classes and ratings, employee questionnaires and managers comments, to respond by identifying those job classes and/or ratings with respect to which they object, a rationale explaining their disagreement and their proposed job class and/or rating and rationale.
11. The consultant engaged by the parties will meet with the parties to try and facilitate resolution of the outstanding disputes.
12. Where a job class and/or rating dispute remains outstanding, it shall be referred to arbitration pursuant to the dispute resolution process set out below.

Dispute Resolution Process

13. The parties will agree on two arbitrators who will be expected to decide the dispute in an expeditious manner and shall have the powers as set out under the *Labour Relations Act*.
14. The arbitrator will only have jurisdiction over the job class and/or rating disputes contemplated by paragraph 12 above.
15. The arbitrator shall have no authority to amend job classes and/or ratings agreed to by the parties nor to amend the GNCS and questionnaire.
16. The parties will share equally the fees and expenses of the arbitrator.
17. The arbitration award shall be binding on the parties and any employees affected.

Weights, Band Widths and Comparators

18. Once the job classes and ratings for all job classes in the bargaining unit have been agreed to, or determined by an arbitrator, the parties, with the assistance of the consultant, will meet to negotiate and agree upon all remaining steps required to develop a pay equity plan for the bargaining unit.

Development of a Pay Equity Plan

19. Once all of the disputes have been resolved, a revised pay equity plan will be developed for the bargaining unit.

Job Descriptions

20. Following completion of the Revised Pay Equity Plan, the University will develop updated job descriptions for job classes in the bargaining unit and provide copies to the Union for input.

Maintenance of Pay Equity

21. For purposes of maintaining the job evaluation process and any consequent pay equity issue, the University will develop a form on which employees will be expected to identify significant changes to their skill, effort, working conditions or responsibilities.

22. Only where significant change has occurred will the job class be re-evaluated by the University and the results shared with the employee.

23. Where new job classes come into existence, the University will evaluate the job class and provide its rating to the Union for its input .

24. All maintenance and new job class evaluations and ratings shall be done in accordance with article 43 of the CUPE 2424 collective agreement.