

Maintenance Manual

Between

Greater Victoria School District 61

And

The Canadian Union of Public Employees

and its

Local 947

November 2009

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ARTICLE 1 - PURPOSE

- a) The purpose of this Manual is to outline the procedures for the maintenance of the Job Evaluation Program.
- b) To jointly maintain and implement a single gender-neutral Job Evaluation Manual to achieve **Equal Pay for Work of Equal Value** for all jobs within CUPE Local 947. The plan will include these four main factors:
 - a) Skill
 - b) Effort
 - c) Responsibility
 - d) Working Conditions

ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Collective Agreement	The Collective Agreement currently in effect between the employer (GVSD 61) and CUPE Local 947
Duty	Is made up of a number of tasks
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions
Green-Circled Rate	The wage rate that is lower than the newly established wage rate
Gender-Neutral	Any practice or program which does not discriminate between men and women
Incumbent	An employee assigned to a job
Job	Is made up of a number of duties
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, effort, responsibility, and working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation
Job Analysis Questionnaire	The instrument used to collect and record job data and forms part of the job documents
Job Description	The written description of a job, which includes a summary, and a listing of the major duties and responsibilities

Job Evaluation	A process that measures the value of jobs in relation to each other; this value is expressed in points
Job Evaluation Manual	Contains the guidelines and degree levels for each sub-factor used for evaluating a job
Joint Job Evaluation Committee	The Committee responsible for the implementation of the Job Evaluation Manual and which is made up of equal representatives from union and management
New job	A role not previously performed within the School District
Out-of-Schedule Rate	A wage rate that is in excess of the maximum rate determined through the job evaluation program. This rate is established for a specific purpose and normally for a specified period of time
Pay Grade	A designated salary range within the salary schedule including steps, if any
Points	The numerical expression assigned to each degree within each sub-factor
Rating	The process of relating the facts contained in the job documents to the Job Evaluation Manual and selecting the factor degree levels judged to be appropriate
Rating Sheet	Records the facts and rationale for the degree levels assigned to each sub-factor for each job
Red-Circled Rate	The wage rate that is higher than the newly established wage rate
Salary Schedule	A listing of job titles, point banding and pay grades
Significant Change to a Job	A significant change to a job is change that is important and considerable and is likely to result in a changed job description and qualifications.
Sore-Thumbing	The process of making an objective comparison of a rating decision made by the committee to previous rating decisions of similar and/or related positions. Comparisons may be performed by a factor-by-factor basis or on a total point basis
Steps	One of a series of fixed rates on a salary range
Sub-factors	Are components of the four major factors
Sub-factor Degree Levels	The actual measurement levels within each sub-factor
Task	A unit of work activity which forms part of a duty; one of the operations that constitute a logical and necessary step in the performance of a duty
Total Points	The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Manual

ARTICLE 3 - THE JOINT JOB EVALUATION COMMITTEE (JJEC)

- 3.1 The JJEC shall have equal representation and participation from the parties, consisting of two (2) representatives from the employer and two (2) representatives from the local union.
- 3.2 The Employer and the Union shall each designate one of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
- a) The chairing of Committee meetings;
 - b) The scheduling of regular Committee meetings which includes notification of appropriate supervisors for Committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the Committee.
 - d) Initiating recommendations and communications as deemed necessary.
- 3.3 Each party shall appoint an alternate representative to serve as replacement for an absent member. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 3.4 The Employer will provide administrative support services to the Committee. The person performing these functions shall not be a member of the Committee. These services shall be under the direction of the Co-chairs and shall include:
- a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
 - b) The preparation and distribution of meeting agendas forty-eight (48) hours prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of Committee documents.
- 3.5 The Union Committee members and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.6 Union Committee members shall be replaced in their regular jobs for such time as they are working on the JJEC if a replacement is required by the supervisor. Such replacements will have all the rights and privileges of the Collective Agreement.
- 3.7 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject to the review procedure set out in Article 6.4.
- 3.8 The Committee shall meet, as necessary, at a mutually agreed upon time and place. Each member shall receive notice along with the agenda for the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within ten (10) working days of the delivery of the notice to the other party's Co-chairperson.
- 3.9 Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such

advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 4 - MANDATE OF THE JJEC

The JJEC shall implement and maintain the SD61 Job Evaluation Manual by:

- a) Evaluating all the jobs using the Job Evaluation Manual;
- b) Maintaining the integrity of the manual;
- c) Recommending to the parties changes to the Job Evaluation Manual, its procedures or methods, as may be deemed necessary from time to time.
- d) Recording the results and rationale on the rating sheet and completing the Advice of Rating Form. Copies of the Advice of Rating Form and job description and qualifications sheet will be provided to the Co-chairs, incumbent(s), supervisor, Human Resource Services and the Union.
- e) Documenting decision criteria and precedents on an on-going basis for future committee reference.

ARTICLE 5 - JOB ANALYSIS PROCEDURES AND RATINGS FOR CHANGED AND NEW JOBS

5.1 It is important that each party maintain accurate job descriptions and qualifications sheets and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the program. It is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of all jobs every four (4) years. The initial review shall commence following the complete implementation of the Joint Job Evaluation Program, and starting with those jobs with the oldest job description and qualifications sheets.

5.2 Job Evaluation Procedures for Changed Jobs

The parties agree that the Employer may make changes to the duties and responsibilities of a job in order to improve service delivery. Whenever the employer significantly changes the duties and responsibilities of a job the following procedures shall apply:

- a) The Employer shall prepare a new job description and qualifications sheet for the job and submit those documents to the Director of Human Resource Services, or designate, for approval;
- b) Upon approval the JJEC shall meet and establish a rating for the job, based on the approved job description and qualifications sheet;

5.3 The following general procedure shall be used to rate jobs:

a) Step 1

An approved Job Description and Qualifications Form shall be completed by the supervisor of the position(s). The completed document shall be submitted to the JJEC along with a Request for Review Form (Appendix B). The supervisor should detail any changes to the job resulting from new or changed circumstances in the job.

b) Step 2

The job shall now be rated, based on the new job description and qualifications sheet, in accordance with the Job Evaluation Manual. The Committee may also use information obtained from interviews with the incumbent(s) and/or supervisor and others and, if required, visits to the job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into sub-factors, which provide a standard against which each job is rated to determine its relative worth.

c) Step 3

When the Committee has completed rating the job, it will provide the supervisor and the incumbent(s) with a copy of the Advice of Rating Form (Appendix A).

5.4 Job Evaluation Procedures for New Jobs

- a) Whenever the employer establishes a new job, a role not previously performed in the District, the following procedures shall apply:
- b) The Employer shall prepare a draft job description and qualifications sheet for the job and submit those documents to the Director of Human Resource Services, or designate, for approval;
- c) Upon approval the JJEC shall meet and establish a temporary rating for the job, based on the approved job description and qualifications sheet;
- d) When a hiring action is required, the job shall be posted "under-review";
- e) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall meet to discuss the appropriateness of the job description and qualifications sheet mentioned in 6.3 a. If significant revisions are required a revised job description and qualifications sheet will be produced by the Employer and shall be submitted to the Director of Human Resource or designate and then to the JJEC.

5.5 In the application of the Job Evaluation Manual, for both changed and new jobs, the following general rules shall apply:

- a) It is the content of the job, and **not the performance** of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are rated at the appropriate degree level in each sub-factor by comparing the specific

- requirements of the job to the sub-factor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job description and qualifications sheets and ratings of all other jobs rated under the plan;
 - e) No interpolation of sub-factor degrees (i.e. midpoints) is permitted;
 - f) The factors and sub-factors must have an impact on all jobs being rated;
 - g) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions;
 - h) A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest.

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PROGRAM

6.1 Job Evaluation Procedures for Disagreement with Rating

Whenever there is a disagreement with a job rating within sixty (60) working days of the date of the Advice of Rating Form (Appendix A) in accordance with Articles 5.1 and 6.2 the following procedures shall apply:

- a) The incumbent(s) or the supervisor may request review of the job rating by completing and submitting a Job Evaluation Review Form (Appendix B), stating the reason(s) for disagreeing with the rating of the job. No job may be submitted for review more than once in any twelve month period starting from the date of the last Advise of Rating Form.
- b) The incumbent(s) and the supervisor may be requested to clarify information for the JJEC.
- c) The JJEC shall review the request and make a decision.
- d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).
- e) The decision by JJEC shall be final, and binding upon the parties and all employees affected.

ARTICLE 7 - SETTLEMENT OF DISAGREEMENTS

- 7.1 In the event the JJEC is unable to reach agreement on any matter relating to rating of a job or jobs, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision. Expenses, if any, related to the advisors shall

be borne relatively by the parties.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

- 7.2 Either party may, by written notice to the other party, refer the dispute to a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 7.3 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and his/her decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The arbitrator shall be bound by these Terms of Reference and the Job Evaluation Manual and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 7.4 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have the powers of an arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator.
- 7.5 The arbitrator's fees and expenses shall be borne equally between the parties.
- 7.6 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 8 - APPLYING THE RATING TO THE SALARY RANGES

- 8.1 Job ratings serve to group jobs having relatively equivalent point values (this is commonly referred to as banding) and measure changes in job content.
- 8.2 The total point allocation shall be used to determine the salary range for jobs. Salary ranges are described in the Collective Agreement.

ARTICLE 9 - CONCLUSION AND IMPLEMENTATION

- 9.1 The JJEC shall present its recommendations, for changes to the Job Evaluation Manual or its Maintenance Manual, to the Board of Trustees and the Union Executive for ratification.
- 9.2 The parties agree that this Maintenance Manual is a jointly developed procedure designed to meet the party's mutual intent as required by Article 33 of the Collective Agreement

For the Employer

For the Union

Board Chairperson

President CUPE Local No. 947