



JOB EVALUATION PLAN MAINTENANCE MANUAL

between

SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2045

Revised February 2008

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ARTICLE 1 - PURPOSE

- a. The purpose of this manual is to outline the procedures for the maintenance of the Gender-Neutral Joint Job Evaluation Program, established in accordance with Article 27 of the Collective Agreement between CUPE Local 2045 and School District No. 85.
- b. To jointly maintain and implement a single gender-neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within CUPE Local 2045. The plan will include the following four main factors:
 - i. skill
 - ii. effort
 - iii. responsibility
 - iv. 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 parties.
Degree Level	The actual measurement levels within each subfactor.
Duty	A 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.
Gender-Neutral	Any practice or program which does not discriminate between men and women.
Incumbent	An employee assigned to a job.
Job	A job is made up of a collection of duties and responsibilities.
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 forms and/or interviews and/or work-site observation.

Job Analysis Questionnaire	An instrument used to collect and record detailed job data.
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 which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.
Maintenance Committee	The Joint Job Evaluation Maintenance Committee responsible for the maintenance of the job evaluation plan and which is made up of equal representatives from union and management.
Out-of-Schedule Rate of pay	A rate of pay that is in excess of the maximum rate determined through the job evaluation program. This rate is normally established for a specific purpose and normally for a specified period of time.
Rate of pay	A designated salary range within the salary schedule including increments, if any.
Points	The numerical expression assigned to each degree level within each subfactor.
Rating	The process of relating the facts contained in the job documents to the job evaluation plan and selecting the factor degree levels judged to be appropriate.
Rating Sheet	Records the facts and rationale for the degree levels assigned to each subfactor for each job.
Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Request for Review of Changed Duties Form	The form used to collect and record data on changed jobs.
Request for Reconsideration	The form used to disagree with a job rating and/or a job description.

**Schedule A of the
Collective Agreement**

A listing of job classifications and rates of pay.

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.

Subfactors

Are components of the four major factors.

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 subfactors determined in accordance with the job evaluation plan.

ARTICLE 3 – THE JOINT JOB EVALUATION MAINTENANCE COMMITTEE

- 3.1 The Joint Job Evaluation Maintenance Committee shall have equal representation and participation from the parties, consisting of three representatives from the employer and three 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 the Committee meetings;
 - b) The scheduling of regular Committee meetings which include notification of appropriate supervisors for Committee members' attendance;
 - c) Establishing the priority of matters to be acted upon by the Committee.
- 3.3 Each party may appoint alternate representatives to serve as replacements for absent members. 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 to 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.
- 3.6 When necessary, Union Committee members shall be replaced in their regular jobs for such time as they are working on the Maintenance Committee.
- 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 reconsideration procedure set out in Article 5.5.
- 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 fifteen (15) 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 Maintenance Committee. 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 MAINTENANCE COMMITTEE

The Joint Job Evaluation Maintenance Committee shall maintain the Job Evaluation Program by:

- a) Evaluating all the jobs using the job evaluation plan;
- b) Maintaining the integrity of the program;
- c) Recommending to the parties changes to the job evaluation plan, 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 will be provided to the Maintenance Committee, incumbent(s), supervisor and the union.

- e) Documenting decision criteria and precedents on an on-going basis for future Committee reference.

ARTICLE 5 – JOB RATING PROCEDURES

5.1 In the application of the job evaluation plan, the following general rules shall apply:

- a) Information on ratings, factors and subfactors is contained in the Job Evaluation Plan, also known as the Rating Manual (Appendix F).
- b) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- c) Jobs are evaluated without regard to existing wage rates;
- d) Jobs are rated at the appropriate degree level in each subfactor by comparing the specific requirements of the job to the subfactor definition, and the description of each degree level;
- e) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- f) No interpolation of subfactor degrees (i.e. mid-points) is permitted;
- g) The factors and subfactors must have an impact on all jobs being rated;
- h) Rating decisions shall include a sore-thumbing process to ensure consistency in Committee decisions;
- i) A Committee member may be excused from rating his or her own job, the position of a direct subordinate, or any person where the rating of that job may place them in a conflict of interest situation.

5.2 Job Evaluation Procedures for Cyclical Review

- a) It is important that the parties maintain accurate job descriptions and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.
- b) It is the intention of the parties to complete a review of one third of all jobs every year.

- c) The incumbent(s) in the third of jobs selected for job evaluation, and their supervisors, shall complete and submit Request for Review of Changed Duties Forms for the cyclical review.
- d) Where further information is required, interviews may be held with incumbents and/or supervisors and/or visits to the workplace may occur. Based on this information, the Committee shall update the job description as necessary.
- e) If the rate of pay increases as a result of the job evaluation at the cyclical review, such increase shall be paid to each incumbent effective the date of the Maintenance Committee meeting. In the event that the rate of pay of the job decreases as the result of the job evaluation, the incumbent shall receive the existing rate of pay for a period of one year from the Maintenance Committee meeting date (27.03 of the Collective Agreement).
- f) The Maintenance Committee will also undertake job evaluations for any new jobs (see 5.3), any changed jobs (see 5.4) that have occurred since the last meeting and any requests for reconsideration (see 5.5).

5.3 Job Evaluation Procedures for New Jobs

Whenever the employer establishes a new job, the following procedures shall apply:

- a) The employer shall prepare a draft job description for the job and establish an interim pay rate for the job, based on the draft job description.
- b) Any person working in the job shall be paid the interim rate of pay and notified that the interim rate of pay is subject to Job Evaluation. Any posting for the job will contain the interim rate of pay and note that it is subject to job evaluation.
- c) At the next cyclical review of positions, the Maintenance Committee will request a Job Analysis Questionnaire completed by the incumbent(s) and supervisor along with suggested changes to the draft job description. Incumbents should be in the new job for at least 3 to 6 months before being asked to complete the questionnaire.
- d) Where further information is required, interviews may be held with incumbents and/or supervisors and/or visits to the workplace may occur.
- e) Based on this information, the Committee shall finalize the job description and rate the job.

- f) If the rate of pay is higher than the interim rate of pay, the increase shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the rate of pay of the job is lower than the interim rate of pay, the new rate of pay will be effective on the date of the Maintenance Committee meeting.

5.4 Job Evaluation Procedures for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/union and/or the supervisor/employer may request a job evaluation review by completing and submitting a Request for Review of Changed Duties Form.
- b) At its cyclical review meeting, the Maintenance Committee will consider all Request for Review of Changed Duties Forms received since the previous meeting. If the Committee agrees that there is insufficient information on the Request for Review of Changed Duties Form, it may request the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire.
- c) Where further information is required, interviews may be held with incumbents and/or supervisors and/or visits to the workplace may occur.
- d) Where the job has changed, the Committee shall review the job description, making changes if necessary and rate the job.
- e) If a job is rated at a rate of pay higher than its current rate, the rate of pay shall be adjusted to the higher rate retroactive to the date the Request for Review of Changed Duties Form was submitted. If a job is rated at a rate of pay lower than its current rate, all incumbents of such job shall continue to receive their existing rate of pay for a period of one year from the Maintenance Committee meeting date (27.03 of the Collective Agreement).

5.5 Job Evaluation Procedures for Reconsideration

If an employee(s)/union or supervisor/employer disagrees with a job rating and/or a job description, the following procedures shall be followed:

- a) The incumbent(s)/union and/or the supervisor/employer may request a job evaluation review by completing and submitting a Reconsideration Form. Any such request shall be submitted within sixty days of receipt of the Advice of Rating.

- b) At its cyclical review meeting, the Maintenance Committee will consider all Reconsideration Forms received since the previous meeting. If the Committee agrees that there is insufficient information on the Reconsideration Form, it may request the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire.
- c) Both the incumbent(s) and the supervisor shall be permitted to make a presentation to the Committee. Interviews may be held with incumbents and/or supervisors and/or visits to the workplace may occur.
- d) The Committee shall make a decision which shall be considered final and binding upon the parties and all employees affected. The Committee shall inform both the incumbent(s) and the supervisor of its decision.
- e) If a job is rated at a rate of pay higher than its current rate, the rate of pay shall be adjusted to the higher rate retroactive to the date the Reconsideration Form was submitted. If a job is rated at a rate of pay lower than its current rate, all incumbents of such job shall continue to receive their existing rate of pay for a period of one year from the Maintenance Committee meeting date (27.03 of the Collective Agreement).

ARTICLE 6 – SETTLEMENT OF DISAGREEMENTS WITHIN THE COMMITTEE

In the event that a majority of the Union members on the Maintenance Committee or a majority of the Employer members on the Maintenance Committee are unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the following steps will be followed:

- a) the parties will request the assistance of technical advisors (from CUPE and BCPSEA) to resolve the disagreement;
- b) if still unresolved, the matter will be referred to step 3 of the grievance procedure in the Collective Agreement.

ARTICLE 7 – APPLYING THE RATING TO THE RATES OF PAY

7.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;

- c) measure changes in job content;
- d) assign jobs into their proper rate of rate of pay in Schedule A of the Collective Agreement.

7.2 The total point allocation shall be used to determine the rate of pay for the jobs. Rates of pay are provided in Schedule A of the Collective Agreement.

7.3 Effective March 1, 1999, all agreed to red circled rates were implemented. To protect the incumbents who were performing the work of the red circled positions, the Parties agreed that those employees, as enumerated in Schedule B of the Collective Agreement, would continue to receive the rates of pay in effect on January 1, 1998 and would receive all negotiated rates of pay increases. The parties agreed that any new hires in the red circled jobs would receive the banded rates of pay.

ARTICLE 8 - CONCLUSION AND IMPLEMENTATION

The Maintenance Committee shall report its recommendations for change to the job evaluation plan or its Maintenance Manual to the parties for ratification.

Signed by duly authorised signing officers of the BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 85 (VANCOUVER ISLAND NORTH) this _____ day of _____, 2008:

Chairperson of the Board

Secretary-Treasurer

Signed by duly authorised signing officers of the CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2045 this _____ day of _____, 2008:

President

Secretary-Treasurer