

LETTER OF AGREEMENT #2

BETWEEN CUPE LOCAL 556 AND COMOX VALLEY REGIONAL DISTRICT

RE: JOINT JOB EVALUATION TERMS OF REFERENCE

It is agreed by the parties that the Joint Job Evaluation Committee will make recommendations to amend the terms of reference, and those recommendations will be forwarded to both parties' principals for their ratification within six (6) months of achieving a new collective agreement.

The revised terms of reference are understood to be a part of the collective agreement (although not attached). It is understood that the parties may amend the terms of reference from time to time by mutual agreement.

The parties may appoint consultants to assist with the recommendations.

For the Employer:

Original signed by:

Bruce Joliffe, Chair

Original signed by:

James Warren
Corporate Legislative Officer
March 24, 2015

Date

For the Union:

Original signed by:

Karen Garrett

Original signed by:

Shawn Measor

Original signed by:

Claudette Pavan

Comox Valley Regional District and CUPE Local 556

Joint Job Evaluation Terms of Reference

JOINT JOB EVALUATION - TERMS OF REFERENCE

ARTICLE 1.00 PURPOSE: Equal Pay for Work of Equal Value

To carry out a joint job evaluation program in accordance with the general objectives and principles set out in this Agreement pertaining to a joint job evaluation program between the Union and the Employer.

ARTICLE 2.00 DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the job evaluation program:

Terms	Definitions
collective agreement	The collective agreement currently in effect between the Employer and the Union.
consensus decision	When the committee reaches the point where each person can say "well, even though it may not be exactly what I want, at least I can live with the decision and support it", then the group has reached consensus. This doesn't mean that all of the group must completely agree but rather that everyone is in fundamental agreement.
duty	Is made up of a number of tasks.
factors	The four (4) 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.
incumbent	An employee who has been appointed to a job.
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, job description, interviews and/or work-site observation.
job analysis questionnaire	The tool used to collect and record job data which forms part of the job related documents.
job description	The written description of a job which includes a summary, the major duties/responsibilities and the skills, experience, qualifications and abilities required.
job evaluation	A process which measures the value of jobs in relation to

job evaluation plan

each other; this value is expressed in points.

The plan contains the guidelines and degree levels for each sub-factor used for evaluating a job.

Terms	Definitions
joint job evaluation committee (JJEC)	The committee responsible for the implementation of the job evaluation plan and which is made up of equal representatives from union and management.
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.
parties	Refers to both Union and the Employer (the authorities)
pay equity	Means a pay practice based primarily on the relative value of work performed.
pay grade	A designated salary range within the salary schedule.
perform other duties as assigned	The performance of transient, emergency or unplanned duties which must be considered within the intent of the job function and job demand as set out in the job documents.
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 plan and selecting the sub-factor degree levels judged to be appropriate.
advice of rating form	Records the facts and rationale for the degree levels assigned to each sub-factor for each job.
reclassification	A significant change in the skill, effort, responsibilities or working conditions of a job, which may or may not affect its value or pay rate.
red-circled rate	The wage rate that is higher than the newly established wage rate.
salary schedule	A listing of job titles, point bandings and pay grades.
sore-thumb	The process of making an objective comparison of a rating decision made by the JJEC to previous rating decisions of similar and/or related jobs. Comparisons may be performed by a sub-factor-by sub-factor basis or on a total point basis.
sub-factor degree	The actual measurement levels within each sub-factor.
sub-factors	Components of the four (4) major factors namely; education and training; experience; judgement; concentration;

total points

physical effort; dexterity; accountability; safety of others; coordination of work; contacts; and disagreeable conditions.

The sum of all points allotted to each job for all sub-factors determined in accordance with the job evaluation plan.

ARTICLE 3.00 THE JOINT JOB EVALUATION COMMITTEE (JJEC)

The following procedures are necessary for efficient and effective use of the committee's time. Recognize that each committee member is there in an independent capacity and not there representing their own special interests.

- 3.01 The JJEC shall have equal representation and participation from the parties, consisting of three (3) representatives from the Employer and three (3) representatives from the Union. In order to ensure stability and continuity of the process, each member of the JJEC will commit to participate for one term and each term will comprise a period of three (3) years.
- 3.02 The Employer and Union shall each designate one (1) of its representatives to act as co-chairpersons
- 3.03 JJEC members shall be excused from rating their own job, the job of a direct subordinate, or any job where the rating of that job may place them in a conflict of interest situation.
- 3.04 Alternate representatives may be appointed to serve as replacements for absent members or to assist the JJEC in its work, from time-to-time. The names of alternate representatives shall be submitted to the JJEC secretary. The alternate representatives must have the appropriate training in the joint job evaluation process prior to active participation on the JJEC.
- 3.05 The Employer will appoint a secretary to the JJEC. The secretary will be responsible to take minutes of each meeting, and to circulate to all members of the JJEC a copy of the minutes of the previous meeting and of the agenda for the next meeting, at least forty-eight (48) hours before the meeting. The secretary shall not be a member of the JJEC. The secretary will be responsible for maintaining all records of the JJEC and for communicating decisions of the JJEC to the relevant parties and providing copies to each JJEC member.
- 3.06 Union JJEC 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 JJEC. The 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 job.
- 3.07 The secretary may be appointed as an alternate JJEC member however when sitting as an alternate, an outside person must be brought in to take minutes. This should be clearly indicated in the minutes.

- 3.08 The unit vice president may not be a member of the JJEC. Shop stewards who are members of the JJEC may not represent an employee in a grievance procedure relating to a job evaluation decision.
- 3.09 Routine business decisions of the JJEC shall be made by a simple majority. Job rating decisions shall be arrived at through consensus of the full JJEC and shall be final and binding on the parties, subject to the appeal of rating process set out in 9.00. Alternate members shall have the right to vote only when replacing a regular JJEC member who is absent.
- 3.10 A record of each decision will be completed by the secretary and each JJEC member will sign the review decision and rating form (Appendix C). This form will also be dated.
- 3.11 The JJEC shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and the agenda for the meeting at least forty-eight (48) hours before the meeting.
- 3.12 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 JJEC.

ARTICLE 4.00 MANDATE FOR THE JJEC

- 3.13 The JJEC shall implement and maintain the job evaluation program by:
- (a) evaluating all the jobs using the job evaluation plan;
 - (b) maintaining the integrity of the program; and,
 - (c) recommending changes to the job evaluation plan, its procedures or methods, as may be deemed necessary from time-to-time, to the parties.

ARTICLE 5.00 GENERAL GUIDELINES

- 3.14 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; and,
 - (d) assign jobs into their proper pay grade in the salary schedule.
- 3.15 The JJEC is able to make changes to notes to raters section but not to the factors or degrees sections within the plan. If the committee chooses to make changes to the notes to raters section, the parties should be informed of the changes.
- 3.16 In the application of the job evaluation plan, 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 placed 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 descriptions and ratings of all other jobs rated under the plan; and,
 - (e) no interpolation of sub-factor degrees (i.e. mid-points) is permitted.
- 3.17 When the JJEC has arrived at a consensus regarding the rating for a job, the resulting rating sheet must be signed by each member of the JJEC verifying that the degree factors, the points and the final total of the points on the rating sheet are correct and accurate.
- 3.18 Should there be a significant change to the rating and, therefore, a change in the pay grade, the incumbent, the manager and the manager of payroll and benefits will be notified through a letter signed off by the co-chairs.
- 3.19 No employee shall have his/her wages reduced as a result of the job evaluation program being implemented, providing that the employee chooses to remain in the same job. However, should an employee apply for a transfer, posting, or accept a promotion to another job, then that employee shall be paid the rate of pay commensurate with the new job. All persons who accept this job after it has been through the job evaluation program will be paid at the newly evaluated rate. All economic adjustments negotiated from time-to-time shall be calculated upon the revised job rate.

ARTICLE 6.00 ESTABLISHING AND EVALUATING A NEW JOB

- 3.20 The executive manager of human resources will create a draft job description for the new job.
- 3.21 The draft job description shall now be submitted to the JJEC to be rated in accordance with the job evaluation plan. The JJEC shall also use information obtained from interviews with the manager and, if required, visits to the job site.
- 3.22 When the JJEC has completed the rating of the job, it will provide the manager with a copy of the review decision and rating form (Appendix C).
- 3.23 The job shall be posted and any person appointed to the job shall be paid the temporary pay grade.
- 3.24 After six (6) months from the appointment of an incumbent to the job, the executive manager of human resources will provide the incumbent(s) with: (1) a reconsideration form (Appendix A); (2) a job analysis questionnaire (Appendix B); and (3) a copy of the job description. The incumbent(s) shall complete and

- submit to their manager a job analysis questionnaire no later than two (2) months from the date the reconsideration form (Appendix A) was received. Submissions that are received past the deadline will not be accepted and will have to be re-submitted at the next round of maintenance. Written requests for extensions will be considered for good and sufficient reasons.
- 3.25 The incumbent may elect to sign off on their existing job description in lieu of completing the job analysis questionnaire (Appendix B) if they feel that their job has not changed significantly enough to warrant a new evaluation.
 - 3.26 The manager will have one month from the time of receiving the completed job analysis questionnaire or the signed off job description to provide written input, review their comments with the incumbent(s) and then submit to the executive manager of human resources.
 - 3.27 The executive manager of human resources shall have one month from the time of receiving the completed job analysis questionnaire to develop a formal job description.
 - 3.28 The job description and questionnaire shall now be submitted to the JJEC to be rated in accordance with the job evaluation plan. The JJEC shall also use information obtained from interviews with the manager and, if required, visits to the job site.
 - 3.29 When the JJEC has completed the rating of the job, it will provide the incumbent(s) and the manager with a copy of the review decision and rating form (Appendix C).
 - 3.30 The pay grade shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay rate of the job decreases the incumbent(s) shall receive full red-circling protection for the duration of their tenure in the job. An incumbent who remains red circled shall continue to receive the higher rate until such time as it is exceeded by the evaluated rate. The incumbent will, from this point onwards, receive all increases as appropriate and will no longer be considered to be red circled.
 - 3.31 Either the incumbents(s) or the manager may appeal the rating by submitting an appeal of rating form (Appendix D) to the executive manager of human resources, stating the reason(s). If an appeal is not submitted within sixty (60) days of receipt of the review decision and rating form (Appendix C) the evaluation of the job becomes final and binding.

ARTICLE 7.00 MAINTAINING THE JOB EVALUATION PROGRAM

- 3.32 It is the intention of the parties to periodically review jobs upon request and all jobs will be reviewed at least every four (4) years.
- 3.33 The executive manager of human resources will provide the incumbent(s) with: (1) a reconsideration form (Appendix A); (2) a job analysis questionnaire (Appendix B); and (3) a copy of the job description. The incumbent(s) shall complete and submit to their manager the job analysis questionnaire no later than two (2) months from the date the reconsideration form (Appendix A) was received. Submissions that are received past the deadline will not be accepted and will have to be re-submitted at the next round of maintenance. Written requests for extensions will be considered for good and sufficient reasons.
- 3.34 The incumbent may elect to sign off on their existing job description in lieu of completing the job analysis questionnaire (Appendix B) if they feel that their job has not changed significantly enough to warrant a new evaluation.
- 3.35 The manager will have one month from the time of receiving the completed job analysis questionnaire or the signed off job description to provide written input, review their comments with the incumbent(s) and then submit to the executive manager of human resources.
- 3.36 The executive manager of human resources shall have one month from the time of receiving the completed job analysis questionnaire to develop a formal job description.
- 3.37 The job description and questionnaire shall now be submitted to the JJEC to be rated in accordance with the job evaluation plan. The JJEC shall also use information obtained from interviews with the manager and, if required, visits to the job site.
- 3.38 When the JJEC has completed the rating of the job, it will provide the incumbent(s) and the manager with a copy of the review decision and rating form (Appendix C).
- 3.39 If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date of the job evaluation maintenance form.
- 3.40 In the event that the pay rate of the job decreases the incumbent(s) shall receive full red-circling protection for the duration of their tenure in the job. An incumbent who remains red circled shall continue to receive the higher rate until such time as it is exceeded by the evaluated rate. The incumbent will, from this point onwards, receive all increases as appropriate and will no longer be considered to be red circled
- 3.41 Either the incumbents(s) or the manager may appeal the rating by submitting an appeal of rating form (Appendix D) to the executive manager of human resources, stating the reason(s). If an appeal is not submitted within sixty (60) days of

receipt of the review decision and rating form (Appendix C) the evaluation of the job becomes final and binding.

ARTICLE 8.00 WHEN JOBS EVOLVE

- 3.42 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s), Union, manager or Employer feel that the duties and responsibilities of a job have been substantially changed or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:
- 3.43 The incumbent(s), Union, manager or Employer may request a reconsideration form (Appendix A) from the executive manager of human resources
- 3.44 The executive manager of human resources will provide the incumbent(s) with: (1) a reconsideration form (Appendix A); (2) a job analysis questionnaire (Appendix B), and (3) a copy of the job description. The incumbent(s) shall complete and submit to their manager the job analysis questionnaire no later than two (2) months from the date the reconsideration form (Appendix A) was received. Submissions that are received past the deadline will not be accepted and will have to be re-submitted at the next round of maintenance. Written requests for extensions will be considered for good and sufficient reasons.
- 3.45 The incumbent may elect to sign off on their existing job description in lieu of completing the job analysis questionnaire (Appendix B) if they feel that their job has not changed significantly enough to warrant a new evaluation.
- 3.46 The manager will have one month from the time of receiving the completed job analysis questionnaire or the signed off job description to provide written input, review their comments with the incumbent(s) and then submit to the executive manager of human resources.
- 3.47 The executive manager of human resources shall have one month from the time of receiving the completed job analysis questionnaire to modify the job description as required.
- 3.48 The job description and questionnaire shall now be submitted to the JJEC to be rated in accordance with the job evaluation plan. The JJEC shall also use information obtained from interviews with the appropriate manager and, if required, visits to the job site.
- 3.49 When the JJEC has completed the rating of the job, it will provide the incumbent(s) and the manager with a copy of the review decision and rating form (Appendix C).
- 3.50 If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the incumbent submitted the completed job evaluation reconsideration form to their manager.
- 3.51 In the event that the pay rate of the job decreases the incumbent(s) shall receive full red-circling protection for the duration of their tenure in the job. An incumbent who remains red circled shall continue to receive the higher rate until such time as it is exceeded by the evaluated rate. The incumbent will, from this

point onwards, receive all increases as appropriate and will no longer be considered to be red circled.

- 3.52 Either the incumbents(s) or the manager may appeal the rating by submitting an appeal of rating form (Appendix D) to the executive manager of human resources, stating the reason(s). If an appeal is not submitted within sixty (60) days of receipt of the review decision and rating form (Appendix C) the evaluation of the job becomes final and binding.

ARTICLE 9.00 APPEAL OF RATING PROCESS

- 3.53 Either the incumbents(s) and/or the manager may appeal a rating by submitting an appeal of rating form (Appendix D) to the executive manager of human resources, stating the reason(s). Any such request shall be submitted within sixty (60) days of receipt of the review decision and rating form (Appendix C).
- 3.54 The executive manager of human resources will provide both the incumbent(s) and the manager with an invitation to present (Appendix E) should they wish to make a presentation to the JJEC.
- 3.55 The appeal of rating form shall now be submitted to the JJEC to be rated in accordance with the job evaluation plan. The JJEC shall also use information obtained from the presentation by the incumbent and/or the manager.
- 3.56 The decision of the JJEC shall be considered final and binding upon the parties and all employees affected.
- 3.57 The JJEC shall inform both the incumbent(s) and the manager of its decision using the review decision and rating form (Appendix C).
- 3.58 If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the incumbent submitted the completed job evaluation reconsideration form to their manager.
- 3.59 In the event that the pay rate of the job decreases the incumbent(s) shall receive full red-circling protection for the duration of their tenure in the job. An incumbent who remains red circled shall continue to receive the higher rate until such time as it is exceeded by the evaluated rate. The incumbent will, from this point onwards, receive all increases as appropriate and will no longer be considered to be red circled.

ARTICLE 10.00 APPLYING THE RATING TO THE SALARY RANGES

3.60 The total points for the job will be agreed to by the JJEC.

3.61 The total point allocation for jobs shall be used to determine the salary range for the jobs based on an agreed upon grouping of points (point bands) and the negotiated pay grade for each point band.

JOINT JOB EVALUATION POINT BANDS:

PAY GRADE	POINT BANDS
1	171 - 195
2	196 - 220
3	221 - 245
4	246 - 270
5	271 - 295
6	296 - 320
7	321 - 345
8	346 - 370
9	371 - 395
10	396 - 420

ARTICLE 11.00 SETTLEMENT OF DIFFERENCES

3.62 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the chairs of the JJEC shall request, within ten (10) working days, that the JJEC designate up to two (2) advisors to meet with the JJEC. The advisor/s shall meet with the JJEC and attempt to assist in reaching a decision.

3.63 If, after meeting with the advisor/s, the JJEC remains unable to agree upon the matter in dispute, the chairs shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

3.64 Should any difference fail to be resolved through the use of advisor/s, the parties, by mutual agreement, may seek redress through the process of mediation through the Labour Relations Board (LRB). Each party shall pay its own expenses and costs of mediation, and one-half (1/2) the compensation and expenses of the mediator.

3.65 If the dispute is not settled through the process of mediation, then it shall be submitted to arbitration as set forth in the collective agreement.

3.66 The arbitrator shall decide the matter upon which the JJEC has been unable to agree and their 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 plan 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(s) in dispute as submitted.

- 3.67 The parties shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator shall have authority to request additional information and to require other person(s) to present evidence, as deemed necessary.
- 3.68 The time limits, contained in this article, may be extended by mutual agreement of the parties.

The following shall form part of the collective agreement:

Document dated May 18, 2011.

List of Appendices

Appendix A	Reconsideration Form
Appendix B	Job Analysis Questionnaire
Appendix C	Review Decision and Rating Form
Appendix D	Appeal of Rating Form
Appendix E	Invitation to Present.

Cope491