

School District #64 (Gulf Islands) "A Community of Learners"

JOB EVALUATION PLAN MAINTENANCE MANUAL

Between

School District #64 (Gulf Islands) (the "Employer")

And

Canadian Union of Public Employees, Local 788 (the "Union")

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FORMS 1 & 2 are available on the District website at: http://www.sd64.bc.ca/staff.html.		

FORMS 3 through 8 are process documents for Committee use only.

ARTICLE 1 – PURPOSE

1.1 The purpose of this manual is to outline the procedures for the maintenance of the Job Evaluation Program in accordance with the general objectives and principles set out there in. This manual pertains to the Job Evaluation Plan between CUPE Local 788 (Union) and School District #64, Gulf Islands (Employer) herein after referred to as the Parties.

ARTICLE 2 – DEFINITIONS

The following definitions are to apply to the terms used herein:

Collective Agreement The Collective Agreement currently in effect between the Employer

and CUPE Local 788.

DutiesThe set of tasks performed within a job.

Factors The five major criteria used to measure jobs: responsibility, skill,

mental effort, physical effort and working conditions.

Incumbent An employee assigned to a job.

Job A collection of duties and responsibilities.

Job Review The ongoing process of determining and recording the duties and

responsibilities of a job and the factors involved in the performance of that job, through the use of questionnaires, interviews and

workplace observation.

Job Review Questionnaire One of the job related documents used to collect and record job

information for the use of the committee.

Job Description A summary and listing of the major duties, responsibilities and

qualifications.

Job Evaluation Assessing a job with reference to the written job description and

rating the job against established factors and in relation to other

jobs within the bargaining unit.

Level The rating within each factor.

JJEC The Joint Job Evaluation Committee, made up of an equal number

of representatives from union and management, established as per

Article 27.05 of the Collective Agreement. The Committee is responsible for the maintenance of the job evaluation program.

New Job A job whose duties and responsibilities are significantly different

from those described in any existing job description.

Points The numerical expression of degree within each sub factor.

Rating Process of selecting the factor degree levels judged to be

appropriate to the job.

Rating sheet A record of the facts, and rationale for the degree levels assigned

to each subfactor for a job.

Sore-thumbing A process of comparing job ratings, used to ensure consistency in

committee decisions.

Sub Factor Component of the five major factors.

Task Unit of work that forms part of a duty.

Total PointsThe sum of all points allocated to a job for all sub factors.

ARTICLE 3 - THE JOINT JOB EVALUATION COMMITTEE

3.1 **Article 27.05**

A committee shall be established consisting of four (4) representatives of the Union and up to four (4) representatives of the Board. Resource persons may also be invited to meetings by either party by mutual agreement of the committee. The committee shall meet within ten working days of the request of either party.

- 3.2 The Employer and the Union shall each designate one of its representatives to act as cochairperson. The co-chairpersons are responsible for:
 - a) The chairing of the committee meetings.
 - b) Notification of meetings to committee members and to appropriate resource personnel. (eg. supervisors)
 - c) Establishing the priority of matters to be acted upon by the committee.
- 3.3 Committee 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.
- 3.4 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 or unable to attend due to conflict of interest. Alternate members are encouraged to attend all meetings.
- 3.5 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 two working days prior to the meeting.

- c) The preparation and distribution of minutes.
- d) The preparation and distribution of committee documents.

3.6 Article 24.01 (a)

Time off with pay shall be granted to not more than four (4) elected representatives of the Union whenever it becomes necessary to transact business with the Board during working hours.

3.7 Job rating decisions require a unanimous decision of the full committee and shall be final and binding on the Parties, subject to Article 7 of this plan.

ARTICLE 4 - MANDATE OF THE JOINT JOB EVALUATION COMMITTEE

- 4.1 The Joint Job Evaluation Committee shall maintain the job evaluation program with reference to Article 27.06 (a) & (b) and by:
 - a) Evaluating all 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 Job Evaluation Rating Form. Copies of the Job Evaluation Rating Form and job description will be provided to the JJEC, co-chairs, incumbent(s), supervisor and the Union.
 - e) Documenting decision criteria and precedents on an on-going basis, for future committee reference.

ARTICLE 5 – JOB REVIEW PROCEDURE FOR RATING JOBS

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

Step 1

A Job Review Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the JJEC along with the copy of the current job description. The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

Step 2

The committee shall, if necessary, draft a new job description based on the information gathered. Where further information is required, interviews may be held with the incumbent(s) and/or the supervisor. The committee shall submit the draft job description to the incumbent(s) and the supervisor for their comments. Amendments may be made to the proposed job description, as deemed necessary by the committee, from the response(s) of the incumbent(s)

and the supervisor. When agreed upon, the job description shall be signed by the Parties to signify their mutual agreement.

Step 3

The job shall be rated based on the agreed-upon job description in accordance with the job evaluation plan. The committee shall also use information obtained from the completed questionnaire, interviews with the incumbent(s) and/or supervisor and, if required, visits to the workplace.

Step 4

When the committee has rated the job, a copy of the job description and Job Evaluation Rating Form (FORM 6) will be provided to the supervisor and the incumbent(s).

- 5.2 In the application of the job evaluation plan, the following general rules shall apply:
 - a) It is the job, and not the performance of the incumbent(s), that is being rated.
 - b) Jobs are evaluated without regard to 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 descriptions and ratings of all other jobs rated under the plan. Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.
 - e) No interpolation of sub factor degrees (i.e. mid-points) is permitted.
 - f) The factors and sub factors must be applied to all jobs being rated.

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PLAN

6.1 Article 27.02 – Job Descriptions

The Board shall provide job descriptions for all jobs for which the Union is bargaining agent. Job descriptions shall be added, reviewed and modified as necessary or every three (3) years.

6.2 Job Evaluation Procedure for Changed Jobs Article 27.04 – Changes to Job Descriptions

Whenever the Employer changes the duties and responsibilities of a job or an employee(s)/the Union feels the duties and responsibilities of a job have changed sufficiently that the job description does not reflect the duties and responsibilities of the job, the JJEC shall perform a review of the job, the description and the classification. However, no job will be reviewed more than once in a twelve (12) month period unless there is a significant change in the duties and responsibilities.

Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s) and/or the 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) and/or the Union, or the supervisor and/or the Employer, may request a job evaluation review by completing and submitting a Request for Job Review (FORM 1).
- b) Upon receipt of a completed Request for Job Review, the JJEC shall proceed to gather accurate, up-to-date information about the job in accordance with Articles 5 and 6. The gathering of information shall involve requesting the incumbent(s) and supervisor(s) to complete a Job Review Questionnaire (FORM 2) long or short form, along with revisions to the job description. Where further information is required, interviews shall be held with incumbent(s) and/or supervisor(s) and/or visits shall be made to the workplace(s). Based on this information, the committee shall update the job description as necessary.
- c) Where the job description has been changed, the committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor(s) of its decision. The rating of the job shall determine the pay grade for the job.
- d) With the exception of new jobs (27.06 (b) 2) any adjustment to pay rate will be retroactive to the date of initial receipt by the committee of the completed questionnaire(s).

6.3 **Job Evaluation Procedure for New Jobs Article 27.06 (b) – New Jobs**

- a) The Joint Job Evaluation Committee shall provide the final job descriptions for new jobs and perform a review to determine the job classification and pay level. A tentative pay rate will be assigned by the JJEC in the meantime.
- b) If the new job is rated at a higher pay level than the tentative pay rate, the employee's pay shall be adjusted to that pay level retroactive to the date the employee first did the job.
- d) If the new job is rated at a lower pay level than the temporary pay rate, the employee's pay shall be adjusted to that pay level the first pay period following the decision.

ARTICLE 7 - REQUEST FOR JOB REVIEW PROCEDURE

- 7.1 Within sixty (60) days of receipt of the Job Evaluation Rating Form (FORM 6) in accordance with Maintenance Manual Articles 5.1, 6.2 and 6.3, the following procedure shall apply:
 - a) The incumbent(s)/Union and/or the supervisor/Employer may request reconsideration of the job description and/or the job rating by completing and submitting a Request for Job Review form (FORM 1), stating the reason(s) for disagreement with the job description and/or the rating of the job.

- b) The Joint Job Evaluation Committee shall consider the reconsideration request and make a decision that shall be final and binding upon the Parties and all employees affected.
- c) The committee shall inform both the incumbent(s) and the supervisor of its decision using the Job Review Results Form (FORM 7).
- 7.2 If a job is rated at a pay grade with a salary range higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the employee section of the completed questionnaire was received by the JJEC.
- 7.3 No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.

ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS WITHIN THE COMMITTEE

- 8.1 (a) In the event the Joint Job Evaluation Committee is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Plan, the co-chairpersons of the committee shall request, within ten (10) working days, that each party designate an advisor to meet with the committee and attempt to assist in reaching a decision.
 - (b) If, after meeting with the two (2) advisors appointed pursuant to Article 8.1 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.
 - (c) Article 27.06 (c) In the event of a disagreement within the committee on the classification (pay rate) to accommodate the job description(s) noted in this clause, the Union may proceed to grievance pursuant to the Pay Equity Maintenance Plan, Schedule "C", Section III.
- 8.2 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.
- 8.3 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 Committee, the Employer, the Union and all affected employees. The arbitrator shall be bound by the terms of this Maintenance Manual 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 in dispute, as submitted by the Parties.
- 8.4 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.
- 8.5 The arbitrator's fees and expenses shall be borne equally between the Parties.

8.6 The time limits contained in this article may be extended by mutual agreement of the Parties.

ARTICLE 9 - CONCLUSION AND IMPLEMENTATION

- 9.1 The Joint Job Evaluation Committee shall report its recommendations for changes to the Job Evaluation Plan or to the Maintenance Manual to the Parties for ratification.
- 9.2 This Maintenance Manual, including all appendices, the Job Evaluation Plan, job descriptions and any other documents as agreed to by the Joint Job Evaluation Committee shall be deemed to be appended to the Collective Agreement, effective the date of signing of this Maintenance Manual.

Rod Scotvold, Secretary Treasurer School District #64 (Gulf Islands)

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Larry Melious, President CUPE, Local 788

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