

This document is appended to and forms part of the Collective Agreement in effect between the undersigned Parties.

TERMS OF REFERENCE

Note Article 8

between

SCHOOL DISTRICT NO. 33 (CHILLIWACK)

(the Employer)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 411



THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO

THE UNIVERSITY OF CHICAGO



TABLE OF CONTENTS

ARTICLE 1	Purpose	1
ARTICLE 2	The Joint Job Evaluation Committee (J.J.E.C.)	1
ARTICLE 3	Mandate of the Project J.J.E.C.	2
ARTICLE 4	Mandate of the Standing J.J.E.C.	2
ARTICLE 5	Job Analysis Procedures and Ratings for New and/or Changed Jobs	3
ARTICLE 6	Maintaining the Job Evaluation Programme	4
ARTICLE 7	Settlement of Disagreements	6
ARTICLE 8	Moratorium	7
ARTICLE 9	Role of the Employer	7
ARTICLE 10	Role of the Union	8
ARTICLE 11	Conclusion and Implementation	8
APPENDIX A	Advice of Rating	
APPENDIX B	Reconsideration Form	
APPENDIX C	Review Decision Form	

100-100000



ARTICLE 1 - PURPOSE

- 1.1 To carry out a Joint Gender-Neutral Job Evaluation Programme in accordance with the general objectives and principles set out in this agreement namely, that wage rates within CUPE's jurisdiction at the Chilliwack School District should reflect the relative value of the work being performed, not the gender of the workers performing such work.
- 1.2 To jointly implement a single gender neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within the CUPE Local 411 which will include these four main factors:
 - a. Skill,
 - b. Effort,
 - c. Responsibility, and
 - d. Working Conditions.

The factors must have an impact on all jobs being rated.
- 1.3 The Joint Gender-Neutral Job Evaluation Project phase shall be concluded in full by September 30, 1993.
- 1.4 Any adjustments identified through the joint job evaluation project will be effective January 1, 1994 and total bargaining unit adjustments paid out on that date including appeal adjustments shall not exceed 1.5% of the CUPE payroll as outlined in the Letter of Understanding.
- 1.5 No employee will have their wages reduced as a result of implementation of this program.

ARTICLE 2 - THE PROJECT JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- 2.1 The J.J.E.C. shall have representation and participation from the parties as mutually agreed.
- 2.2 Each party may appoint alternate representatives to serve as replacements for absent representatives or to assist the Committee in its work from time to time.

- 2.3 CUPE Local 411 Committee members and any alternates appointed by CUPE Local 411 shall be granted leave of absence with pay and without loss of seniority for periods of time spent meeting with the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure and promotional opportunities to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 2.4 Job rating decisions shall require a unanimous decision of the full Committee and shall be final and binding on the parties, subject only to the appeal procedure contained in Article 6.1, during the implementation process. Alternate members shall have the right to vote only when replacing a regular committee member who is absent.
- 2.5 The Committee shall establish a meeting schedule.
- 2.6 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice opinions but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 3 - MANDATE OF THE PROJECT J.J.E.C.

The Project J.J.E.C. shall develop and carry out a Gender Neutral Job Evaluation Programme up to and including the implementation appeal process.

ARTICLE 4 - MANDATE OF THE STANDING J.J.E.C.

After the completion of the Project J.J.E.C., the Standing J.J.E.C. shall:

- a. maintain the integrity of the job evaluation programme; and
- b. recommend changes to point banding, pay grades, the job evaluation plan, its procedures or methods, as may be deemed necessary from time to time, to the parties. However, any change must be negotiated by the parties.

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

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

a. Step 1

A Job Analysis Questionnaire shall be completed by the incumbent(s) and the supervisor. The completed questionnaire shall be submitted to the J.J.E.C., 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.

b. Step 2

The Committee shall make any necessary revisions to job descriptions based on the information gathered. Interviews may be held with incumbent(s) and/or their supervisor. The Committee shall then submit the revised job description to the incumbent(s) and the supervisor for their mutual agreement. Amendments may be made to the job description, as deemed necessary by the Committee, from the response of the incumbent(s) and the supervisor. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

c. Step 3

The job shall now 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 job site. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. To minimize errors of personal judgement, each of these factors is subdivided into sub-factors which provide a standard against which each job is rated to determine its relative worth.

d. Step 4

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

5.2 Job rating 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.

5.3 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 class specifications and ratings of all other jobs rated under the plan.
- e. No interpolation of sub-factor degrees (i.e. mid-points) is permitted.

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PROGRAMME

- 6.1** Either the incumbent(s) or the District may request reconsideration of the job description and/or the job rating by completing and submitting a Job Evaluation Reconsideration Form (see Appendix B), stating the reason(s) for disagreeing with the job description and/or the rating of the job. Any such request shall be submitted within sixty (60) calendar days of receipt of the Advice of Rating. Both the incumbent(s) and the District using the Review Decision Form (Appendix C) shall be permitted to make a presentation to the Committee. The J.J.E.C. shall consider the request and 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 District of its decision (Appendix C).

6.2 It is important to maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. It is the intention of the parties to review all jobs once every five years.

- 6.3 a. (1) Whenever the District authorizes changes to the duties and responsibilities of a job, the District may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B).
- (2) Whenever the incumbent(s)/Union feel 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 incumbent(s)/Union may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B).

After a job evaluation review has been completed, no further review will be conducted for a period of 12 months unless there is a change in the duties and responsibilities.

- b. Upon receipt of a completed Job Evaluation Reconsideration Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information may involve requesting the incumbent(s) and supervisor to complete an up-to-date job analysis questionnaire, interviewing of incumbent(s), supervisors, and/or visits to the job site. 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 District of its decision (Appendix C). The rating of the job shall determine the pay grade for the job.
- d. 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 Job Evaluation Reconsideration Form was submitted.
- e. Whenever the incumbent(s)/Union request a job evaluation review or whenever the five year job review determines the job is rated a pay-grade lower than the existing pay-grade, the incumbent's rate shall be red circled and shall continue at the old rate until surpassed by the new rate for the classification. However, if the Employer downgrades the duties and responsibilities of a classification as per 6.3 (a) (1) above, resulting in the classification being rated at a pay-grade lower than the existing pay-grade, the incumbent shall receive 50% of all further negotiated wage increases until the current rate paid the incumbent and the rate established as a result of the job review, meet. Any new incumbent to the job shall receive the rate as established by the evaluation process.

6.4 When the Employer wishes to establish a new job, the following procedures shall apply:

- a. The Employer shall prepare a draft job description for the job.
- b. The Standing J.J.E.C. shall meet and establish a temporary pay rate for the job, based on the draft job description.
- c. The job shall be posted and any person appointed to the job shall be paid the temporary pay rate.
- d. After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire which shall be submitted, along with updated job information to the J.J.E.C. The Committee shall revise the job description and rate the job according to the procedure set out in Article 5.
- e. If the job is rated at a pay grade higher than the temporary pay rate, the incumbent's rate of pay shall be adjusted retroactive to the date of his/her appointment to the job.
- f. If the job is rated at a pay grade lower than a temporary pay rate, the incumbent's rate of pay will be adjusted to the lower rate at the beginning of the next pay period following notification by the Committee.

ARTICLE 7 - SETTLEMENT OF DISAGREEMENTS

7.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Programme, 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.

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 Committee shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

7.2 Either party may within fifteen (15 working days), by written notice to the other party, refer the dispute to an arbitrator.

- 7.3 The Arbitration Hearing will be an informal process where the District or designate and the CUPE Local 411 President or his designate have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the authority to require the parties to present additional information and to require other person(s) to present evidence as deemed necessary.
- 7.4 The Arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and his/her decision shall be final and binding on the J.J.E.C., 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 in dispute, as submitted by the parties.
- 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 - MORATORIUM

During the term of this Joint Gender Neutral Job Evaluation project phase there will be a moratorium on all reclassification and rate of pay reviews received after June 25, 1992.

ARTICLE 9 - ROLE OF THE EMPLOYER

For the purposes of the Project J.J.E.C. the Employer shall:

- a. provide a regular meeting place, equipment and secure storage space;
- b. permit the Committee to use the District mail system for all communication; and
- c. provide duplication services.

ARTICLE 10 - ROLE OF THE UNION

For the purposes of the Project J.J.E.C. the Union shall:

- a. provide the services of a CUPE Job Evaluation Representative as an advisor and trainer to the Committee;
- b. provide CUPE's computer resources; and
- c. provide support for the employee's and committee members' attendance at meetings requested by the Committee outside regular work hours without additional compensation.

ARTICLE 11 - CONCLUSION AND IMPLEMENTATION

On conclusion of their mandate, the Project J.J.E.C. shall prepare its recommendations in a report to their principals. This Terms of Reference will continue in full force and effect until superseded by the report, which shall become a Letter of Understanding which shall be referred to the parties for negotiation of implementation. This shall include the gender-neutral job evaluation plan, the job evaluation manual and other documents as agreed to by the J.J.E.C.

FOR THE EMPLOYER

A. R. Des
SIB
flisa

FOR THE UNION

Charles T. Payne
E. Crauen

Date: June 25/92