



TERMS OF REFERENCE

between

THE CITY OF GUELPH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 241

JANUARY, 2002

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ARTICLE 1 – PURPOSE

- a) *To carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 241 and the City of Guelph.*
- b) *To jointly implement a single gender-neutral job evaluation plan to achieve Equal Pay for Work of Equal Value for all jobs within CUPE Local 241. The plan will include these four main factors:*
 - i. *skill*
 - ii. *effort*
 - iii. *responsibility*
 - iv. *working conditions*
- c) *To remove the current inequities in the existing pay plans by ensuring:*
 - i. *The Joint Gender-Neutral Job Evaluation Program shall be concluded in full by November, 2002;*
 - ii. *All wage increases from the Joint Gender-Neutral Job Evaluation Program will be effective on a date to be determined between the parties.*
- d) *The money for this program will be paid by the employer over and above normal wage increases negotiated in collective bargaining and no employee will have their wages reduced, and shall continue to receive all negotiated increases.*

ARTICLE 2 – DEFINITIONS

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

Benchmark Jobs	<i>“Sample Jobs” which represent a selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison under the job evaluation plan.</i>
Collective Agreement	<i>The collective agreement currently in effect between the City of Guelph and CUPE Local 241.</i>
Degree Level	<i>The actual measurement levels within each subfactor.</i>

Duty	<i>Is made up of a number of tasks.</i>
Factors	<i>The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.</i>
Green-Circled Rate	<i>The wage rate that is lower than the newly established wage rate.</i>
Gender-Neutral	<i>Any practice or program which does not discriminate between men and women.</i>
Increment	<i>One of a series of fixed rates on a salary range.</i>
Incumbent	<i>An employee assigned to a job.</i>
Job	<i>Is made up of a collection of duties and responsibilities.</i>
Job Analysis	<i>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 observations.</i>
Job Analysis Questionnaire	<i>The instrument used to collect and record job data, which forms part of the job documents.</i>
Job Description	<i>The written description of a job which includes a summary and a listing of the major duties and responsibilities.</i>
Job Evaluation	<i>A process which measures the value of jobs in relation to each other; this value is expressed in points.</i>
Job Evaluation Plan	<i>A measuring tool used to rate jobs. It contains subfactor definitions with corresponding degree levels and notes to raters.</i>
Joint Job Evaluation Committee	<i>The Committee responsible for the implementation of the job evaluation plan and which is made up of equal representatives from union and management.</i>

Out-of-Schedule Rate	<i>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.</i>
Pay Grade	<i>A designated salary range within the salary schedule including increments, if any.</i>
Points	<i>The numerical expression assigned to each degree level within each subfactor.</i>
Rating	<i>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.</i>
Rating Sheet	<i>Records the facts and rationale for the degree levels assigned to each subfactor for each job.</i>
Red-Circled Rate	<i>The wage rate that is higher than the newly established wage rate.</i>
Salary Schedule	<i>A listing of job titles, point bandings and pay grades.</i>
Sore-Thumbing	<i>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.</i>
Subfactors	<i>Are components of the four major factors.</i>
Task	<i>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.</i>
Total Points	<i>The sum of all points allotted to each job for all subfactors determined in accordance with the job evaluation plan.</i>

ARTICLE 3 – THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

3.1 *The J.J.E.C. shall have equal representation and participation from the parties, consisting of three (3) representatives from the City and three (3) representatives from Local 241.*

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) Advising Human Resources and the Union on issues relating to the functioning of the Committee.*

Human Resources will schedule committee meetings and notify the appropriate supervisors of Committee Member's attendance.

Human Resource and the Union will prepare the priority of matters to be acted upon by the Committee, based on the rules of the plan.

3.3 *Each party may appoint one (1) 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. Alternate members shall attend the training and rating of positions to ensure that they are familiar with the process of using the JE manual to rate the positions.*

3.4 *The employer will provide administrative and professional 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 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 may be replaced in their regular jobs where warranted for such time as they are working on the J.J.E.C. 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 reconsideration procedure set out in Article 7.*
- 3.8 *The Committee shall meet quarterly and such other mutually agreed upon times. 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 seven (7) 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 J.J.E.C. 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 J.J.E.C.

The J.J.E.C. shall implement and maintain the CUPE Gender-Neutral 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 will be signed by the co-chairs and a copy provided to the incumbent(s). Supervisors and the Union will be advised of final evaluation results*

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:*

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 (if one exists). The questionnaire should detail any changes to the job resulting from new or changed circumstances in the job.

Step 2:

The assigned Human Resources staff shall draft an up-to-date job description based on the information gathered. Such draft of an up-to-date job description will be supplied to the Committee. Where further information is required, interviews shall be held with the incumbent(s) and/or the supervisor. Amendments may be made to the proposed job description, as recommended by the committee with the approval of the City and the Union, subject to Article 33:01 of the Collective Agreement. When agreed upon, the job description shall be signed by the incumbent(s) and the supervisor to signify their mutual agreement.

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 workplace. The plan evaluates the skill, effort, responsibility, and working conditions involved in the job. Each of these factors is subdivided into subfactors which provide a standard against which each job is rated to determine its relative worth.

Step 4:

When the Committee has completed the rating of all jobs, Human Resources will provide the incumbent(s), the supervisor and the Union with the results. A copy of the Advice of Rating Form (Appendix A) will be supplied to the incumbent(s).

5.2 *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 subfactor by comparing the specific requirements of the job to the subfactor 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;*
- e) No use of mid subfactor degrees or half points is permitted;*
- f) The factors and subfactors 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 situation.*

ARTICLE 6 – MAINTAINING THE JOB EVALUATION PROGRAM

6.1 *It is important that each party 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. The parties shall periodically review jobs upon request and complete a review of all jobs every four (4) years. The initial review shall commence four (4) years following the complete implementation of the Joint Job Evaluation Program.*

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 or the supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix B) and a revised Job Analysis Questionnaire.*
- b) Upon receipt of a completed Job Evaluation Reconsideration Form, Human Resources shall submit the revised Job Analysis Questionnaire and a revised job description to the J.J.E.C. The J.J.E.C. shall rate the job according to the procedure set out in Article 5.*
- c) Where the job description has been changed, the Committee shall meet to rate each subfactor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix A). The rating of the job shall determine the pay grade for the job.*

6.2 Job Evaluation Procedures for New Jobs

Whenever 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) Human Resources subject to Article 33:02 of the Collective Agreement, shall establish a temporary pay grade 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 grade;*
- d) Within six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted along with a draft job description to the J.J.E.C and the J.J.E.C. shall rate the job according to the procedure set out in Article 5.*
- e) If the pay grade increases, as a result of the review, such increase shall be paid to each incumbent effective the date of his/her appointment to the job. In the event that the pay grade of the job decreases, as the result of the review, the incumbent shall receive full red-circling protection for the duration of his or her tenure in the job.*

ARTICLE 7 – RECONSIDERATION PROCEDURES

7:1 Within sixty (60) days of receipt of the Advice or Rating Form(Appendix A) in accordance with 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 rating by completing and submitting a Job Evaluation Reconsideration Form (Appendix B), stating the reason(s) for disagreeing with the rating of the job.*
- b) The incumbent(s) and the supervisor may make a presentation to the Committee.*
- c) The J.J.E.C. shall consider the reconsideration request and make a decision. The reconsideration decision made by the J.J.E.C. shall be final and binding upon the parties and all employees affected.*
- d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form (Appendix C).*

ARTICLE 8 – SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.C.

- 8.1 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 Joint Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee to assist in reaching a decision.*
- 8.2 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 union and the employer will within fifteen (15) working days arrange for the assistance of a specialist in Job Evaluation, jointly agreed to by the Union and the City, such as the CUPE Job Evaluation Representative*
- 8.3 In the unlikely event that the matter in dispute is not resolved after utilizing a specialist in Job Evaluation, either the Union or the City could, within fifteen (15) working days, lodge a Policy Grievance, as described in article 12:04 of the Collective Agreement.*

ARTICLE 9 - APPLYING THE RATING TO THE SALARY RANGES

9.1 *Job ratings serve to:*

- a) *group jobs having relatively equivalent point values (this is commonly*
- b) *referred to as banding);*
- c) *provide the basis upon which wage rate relationships between jobs are established;*
- d) *measure changes in job content;*
- e) *Assign jobs to their proper pay grade in the salary schedule.*

9.2 *The total point allocation shall be used to determine the wage rate for the jobs based upon the following table:*

<u>Pay Grade</u>	<u>Point Range</u>	<u>Job Title</u>
1	_____ - _____	_____
2	_____ - _____	_____
3	_____ - _____	_____
4		

9.3 *If a job is rated at a pay grade with a wage rate 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 Job Evaluation Reconsideration Form was submitted. The incumbent(s) shall retain the same place on any increment grid.*

9.4 *If a job is rated at a pay grade with a wage rate lower than the current wage rate for the job, all incumbents of such job shall be identified as "Red-Circled" and shall continue to receive all negotiated increases and shall continue to progress through any increments of the salary range to the job rate of the previous pay grade.*

- 9.5 *The incumbent(s) rate of pay shall be adjusted to the same step in the newly assigned salary range, provided the new range is higher than the existing range.*
- 9.6 *No incumbent will have their wages reduced following the re-evaluation of their job and the establishment of a new wage structure.*
- 9.7 *All economic adjustments negotiated from time to time shall be calculated based upon the higher of the revised or previously existing job rate.*

ARTICLE 10- CONCLUSION AND IMPLEMENTATION

10.1 The J.J.E.C. shall report its recommendations to the parties for ratification.

10.2 **The Terms of Reference, including all appendices and the Gender-Neutral Job Evaluation Plan, shall be deemed to be included in the collective agreement, upon final ratification of the recommendations by the Union and the City.**

Signed at Guelph, Ontario this 25 day of FEBRUARY, 2002.

FOR THE CITY OF GUELPH





FOR C.U.P.E. LOCAL 241







ADVICE OF RATING FORM

Incumbent's Name: _____

Job Title: _____

Job #: _____

Department: _____

Location: _____

Current Pay Grade: _____

This is to advise the rating for the job to which you have been appointed is as follows:

JOB RATING

Subfactors	KNO	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CON	W/C
Degree											
Points											
Total Points:											

RATING RESULTS:

Pay Grade: _____

Increment: _____

Employer Co-Chairperson: _____

Union Co-Chairperson: _____

Date: _____

Date: _____

NOTE: Any employee, supervisor, union or employer who disagrees with the job description and/or the rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form (Appendix B) and submitting it to the Joint Job Evaluation Committee within sixty (60) days of receipt of this document. Please state the reason for disagreeing with the job description and/or rating on the Job Evaluation Reconsideration Form.

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s)

Supervisor

Union



JOB EVALUATION RECONSIDERATION FORM

Incumbent's Name:

Job Title:

Job #:

Department:

Location:

Current Pay Grade:

REASON FOR REQUEST:

INSTRUCTIONS:

Creation of New Job

Attach Draft Job Description

Six-month Review of New Job

Attach completed Job Analysis Questionnaire and Draft Job Description

Change in Job Duties and/or Responsibilities

Attach completed Job Analysis Questionnaire and Draft Job Description

Disagree with Rating and/or Job Description

Please explain rationale/reason for disagreement below

Other

Please specify and explain below

EXPLANATION OF REASON FOR RECONSIDERATION REQUEST:

REQUEST INITIATED BY:

Incumbent(s) Supervisor Employer Union

Signature:

Date:

NOTE: PLEASE SEND ORIGINAL TO JOINT JOB EVALUATION COMMITTEE VIA HUMAN RESOURCES. HUMAN RESOURCES WILL FORWARD COPIES TO:

Incumbent(s)

Supervisor

Union

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APPENDIX C



JOB EVALUATION REVIEW DECISION FORM

Incumbent's Name:	
Job Title:	Job #:
Department:	Location:
Current Pay Grade:	

RATING RESULTS: <input type="checkbox"/> No Change <input type="checkbox"/> Change in Points <input type="checkbox"/> Change in Band			
CURRENT:	Total Points: _____	Pay Grade: _____	Salary: _____
ADJUSTED:	Total Points: _____	Pay Grade: _____	Salary: _____
Retroactive Date:			

COMMENTS:

Employer Co-Chairperson:	Union Co-Chairperson:
Date:	Date:

Joint Job Evaluation Committee/Human Resources to send copies to:

Incumbent(s)
 Supervisor
 Union