

MEMORANDUM OF AGREEMENT

between

The Community Social Services Employers' Association (CSSEA)

and

The BC Government and Service Employees' Union (BCGEU),
The Canadian Union of Public Employees (CUPE),
The Hospital Employees' Union (HEU), and
The Health Sciences Association (HSA)

Re: Maintenance Agreement and Classification Manual

MAINTENANCE AGREEMENT

Preamble

Whereas the parties agree to Section 5 of the Munroe Recommendations ("Munroe") and the Memorandum of Agreement on Job Evaluation Plan, the parties agree to the following Maintenance Agreement, including the Classification Manual ("this Agreement").

1. Introduction

1.1 The purpose of this Maintenance Agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the Community Social Services Sector.

2. Coverage

2.1 The provisions of this Agreement shall apply to all work that is now or shall come within the scope of the Community Social Services Sector Joint Job Evaluation Plan (JJEP).

2.2 This Agreement shall be subject to the dispute resolution process under Article 7 of this Agreement.

3. Existing Rights

3.1 Without intending to create any new rights and obligations but only for greater certainty it is agreed that:

(a) Subject to the Collective Agreement and subject to the procedures of this Agreement, the Employer has the right to organize its work in a manner that

best suits its operational requirements and to establish new jobs and to change existing jobs.

- (b) The Union has the right to enforce all the provisions of the Collective Agreement and this Agreement and in particular may ensure that:
 - (i) a job has been established in a proper manner under the terms of the Collective Agreement and this Agreement;
 - (ii) a job description accurately describes the work required to be done;
 - (iii) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done;
 - (iv) a job is properly classified in relation to the benchmarks;
 - (v) unique jobs are properly identified and rated; and
 - (vi) a position is assigned to an appropriate job description.
- (c) Where a conflict arises between the Collective Agreement and this Agreement, the Collective Agreement shall take precedence.

4. Benchmark Class Specifications and Joint Job Evaluation Plan

- 4.1 The benchmark class specifications (the “benchmarks”) and the JJEP, in existence at the date of this Agreement and agreed to by the parties and listed in Schedule A, shall constitute the sole criteria for classifying work covered by the Collective Agreement. Except as provided for in Article 7.7(d) of the Maintenance Agreement, no new benchmark shall be introduced and no existing benchmark shall be changed except by mutual agreement between CSSEA and the Unions. Neither party shall withhold mutual agreement unreasonably.
- 4.2 Each benchmark shall be rated using the JJEP and assigned to an appropriate classification grid, which shall be deemed to comprise part of the benchmark.

5. Job Descriptions

- 5.1 The Employer shall prepare job descriptions for all jobs for which the Union is the certified bargaining agent.
- 5.2 The Employer shall have the right to determine the content of job descriptions subject to the requirements of this Agreement and the Collective Agreement.
- 5.3 All job descriptions shall include:
 - (a) job title
 - (b) benchmark to which the job has been classified
 - (c) point value rating and the rating rationale in the case of unique jobs
 - (d) classification grid
 - (e) job summary

- (f) listing of the typical job duties
 - (g) qualifications required by the Employer.
- 5.4 Each regular employee is entitled to a copy of the recognized job description for her position.
- 6. Classification of New Jobs and Changes to Existing Jobs**
- 6.1 Where the Employer makes a material change to an existing job it shall revise the job description. The completed job description shall be forwarded to the Designated Union Representative within twenty (20) calendar days.
- 6.2 Where the Employer establishes a new job it shall write a new job description. The completed job description shall be forwarded to the Designated Union Representative within twenty (20) calendar days.
- 6.3 Where the Employer makes a material change to an existing job and the Employer has not revised the job description, the Designated Union Representative or an employee may identify the change to the Employer, CSSEA, and the Union by submitting a Classification Review Form. The Employer will provide a written response to the Designated Union Representative and the employee within twenty (20) calendar days. The Designated Union Representative may refer the issue, including the classification of the job, to the Classification Arbitrator pursuant to the process outlined in Articles 6.4 to 6.9.
- 6.4 Within forty-five (45) calendar days of receipt of a notice in accordance with Article 6.1, 6.2, or 6.3 of the Maintenance Agreement, the Designated Union Representative shall notify the Employer and CSSEA in writing if she objects to the job description and/or classification grid on the basis of Article 3.1(b) of the Agreement and the relevant provisions of the Collective Agreement. Notification shall include specific details of the objection, and the resolution sought.
- 6.5 Where the Designated Union Representative does not object, in writing, in accordance with Article 6.4 of the Maintenance Agreement, the job description and classification shall be deemed agreed.
- 6.6 Within forty-five (45) calendar days of the receipt of an objection under Article 6.4 of the Maintenance Agreement, the Employer shall review the objection and notify the Designated Union Representative and CSSEA of its determination in writing.
- 6.7 If the Employer's written determination is not acceptable or not provided within the time limit, the Designated Union Representative may, within a further period of thirty (30) calendar days, notify CSSEA and the Employer of the intent to refer the dispute to a Classification Arbitrator for a final and binding decision in accordance with Article 7 of the Maintenance Agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.
- 6.8 Within forty-five (45) calendar days of receipt of notification of the intent to refer a dispute to a Classification Arbitrator for a final and binding decision, CSSEA, the

Employer, and the Designated Union Representative shall attempt to resolve the dispute.

- 6.9 If the parties are unable to resolve the dispute, the Designated Union Representative or the Employer may refer the matter to a Classification Arbitrator for a final and binding decision. CSSEA and the Designated Union Representative shall, within thirty (30) calendar days of the referral, submit an Agreed Statement of Facts to the Classification Arbitrator outlining the dispute and the issue(s) that are the subject of the dispute. If the parties are unable to agree on an Agreed Statement of Facts each party shall submit, to the Classification Arbitrator and to all parties to the dispute, a separate Statement of Facts outlining the dispute, and the issue(s) that are the subject of the dispute.

7. Dispute Resolution Process

- 7.1 The Classification Arbitrator(s), x, y, and z shall be mutually agreed to by CSSEA and the Unions. In the event that the parties are not able to reach mutual agreement, the Chairperson of the Labour Relations Board shall make the necessary appointment(s). By mutual agreement between the parties another Classification Arbitrator may be named.
- 7.2 The parties shall meet every month, or as often as required, to review outstanding matters.
- 7.3 CSSEA and the Unions shall make every effort to agree to the expedited arbitration process to resolve disputes. The parties recognize that where the matter is precedential, results in the development of a new benchmark or where the parties are unable to agree, the matter shall be resolved using a full arbitration process.
- 7.4 The expedited arbitration process shall be governed by the following principles:
- (1) The location of the hearing shall be agreed to by the parties.
 - (2) Unless otherwise mutually agreed, each party shall be limited to a four (4) hour presentation.
 - (3) The parties shall utilize staff representatives of the Union and CSSEA to present cases, and shall not utilize outside legal counsel.
 - (4) The parties agree to make limited use of authorities during their presentations.
 - (5) The decision of the Classification Arbitrator shall be final and binding on both parties.
 - (6) All decisions of the Classification Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter. All settlements made prior to hearing shall be without prejudice.

- 7.5 Within forty-five (45) calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Arbitrator shall make every effort to hear the full or expedited arbitration and render a final and binding decision in writing.
- 7.6 The Classification Arbitrator shall have sole jurisdiction and her jurisdiction shall be limited to the application and interpretation of this Agreement. Where there is an alleged violation of the Collective Agreement, the Collective Agreement grievance procedure shall apply.
- 7.7 With respect to Classification of New Jobs and Changes to Existing Jobs, the decision of the Classification Arbitrator shall be based upon the same criteria applicable to the parties themselves. The decision of the Classification Arbitrator shall be limited to a direction that:
- (a) the position be assigned to another existing job description;
 - (b) a new job description be prepared by the Employer that more accurately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the job;
 - (c) except as outlined in Article 7.7(d) of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Arbitrator shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;
 - (d) where the Classification Arbitrator concludes that a job does not conform to an existing benchmark, the Classification Arbitrator shall notify CSSEA and the Union of her decision. CSSEA and the Union shall endeavour to establish an appropriate benchmark and benchmark point value rating for the job. If the parties agree that the job is a unique job, the parties will endeavour to rate the job using the JJEP. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) calendar days to the Classification Arbitrator as to the appropriate benchmark, benchmark point value rating and/or unique job point value rating to be established. The Classification Arbitrator shall establish a new benchmark or amend an existing benchmark or establish an appropriate point value rating in the case of unique jobs and the decision of the Classification Arbitrator shall be binding on the parties. The Classification Arbitrator shall also establish, through rating, an appropriate Classification grid and existing wage rate for the new or revised benchmark, with jurisdiction limited to existing classification grids and wage rates. The Classification Arbitrator shall not have the jurisdiction to establish new wage rates or classification grids.
- 7.8 Arbitration hearings called by the Classification Arbitrator shall have the same status as an Arbitration pursuant to the Collective Agreement.
- 7.9 The fees and expenses of the Classification Arbitrator for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

8. Pay Adjustments

- 8.1 Where the rate of pay of a job is adjusted upward, the employee shall be placed in the appropriate pay grid.
- 8.2 The effective date of pay rate adjustments is determined as follows:
- (1) Where a pay rate adjustment occurs as a result of the application of Article 6.3 initiated by the Union or the employee, the increase shall take effect on the date the Employer receives the Classification Review Form identifying the issue from the Union or the employee.
 - (2) Where a pay rate adjustment occurs as a result of the Employer revising an existing job (Article 6.1), or creating a new job (Article 6.2), or negotiation or arbitration related to same, the adjustment shall take effect on the first day an employee occupies the position after it was established or revised.
- 8.3 Where the rate of pay of a job is adjusted downward, the employee shall continue to be paid at the employee's current rate of pay until the wage rate in the new job equals or exceeds it.

9. Definitions

- (1) **Position:** a group of duties and responsibilities regularly assigned to one person. It may be occupied or vacant and may be created, changed, or deleted in order to meet operational requirements.
- (2) **Job:** one or more positions performing essentially the same duties, similar scope and level of responsibility, and required qualifications covered by the same job description.
- (3) **Other Related Duties:** the phrase "Other Related Duties" shall include those additional duties related to the job and/or the operation of the organization that may be assigned to the employee.
- (4) **Unique Job:** a unique job is a single job which does not match any existing benchmark because the job is uncommon in the Sector, or it involves a type of work not already included in the benchmarks, or because it involves duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.
- (5) **CSSEA:** the Community Social Services Employers' Association of British Columbia.
- (6) **Employer:** a community social service organization, represented by CSSEA in collective bargaining, that is party to a collective agreement(s) with one or more Unions.
- (7) **Union:** a single Union that is party to a collective agreement with an Employer represented by CSSEA.
- (8) **Unions:** British Columbia Government and Service Employees' Union, Canadian Union of Public Employees, Hospital Employees' Union, and Health Sciences Association of British Columbia.

- (9) Collective Agreement: the collective agreement in force between a single Employer and a Union.

CLASSIFICATION MANUAL

1. Introduction

1.1 The Classification Manual, which forms part of the Maintenance Agreement, outlines the definitions, format and principles of classification to be followed in rating benchmark class specifications, hereafter called benchmarks, in matching jobs to the benchmarks, and in rating unique jobs.

2. Benchmarks

- 2.1 Benchmarks set forth the overall and level of responsibility and the typical duties by which jobs are distinguished and classified under the Classification System.
- 2.2 Benchmarks also set forth the level of qualifications appropriate for the scope and level of responsibility specified in the benchmark(s).
- 2.3 Benchmarks do not describe jobs. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.
- 2.4 Benchmarks are rated using the JJEP to establish their point value rating and relative value.

3. Format of Benchmarks

3.1 Job Families

All benchmarks are grouped together on the basis of closely related functional activities, fields of work, or occupations. Each of these groups is called a “job family”. There are 6 job families in the Classification System:

- (1) Administrative, Finance and Technical
- (2) Counsellors and Consultants
- (3) Front Line Workers
- (4) Graduate Degrees & Licensed Professionals
- (5) Operation Support
- (6) Supervisors and Coordinators.

3.2 Benchmark Title

Each benchmark within a job family is identified by a benchmark title. For example (note: this is for illustrative purposes only):

Job Family: Administrative and Finance

Benchmark Title: Receptionist / General Office Clerk

Benchmark Title: Bookkeeper

3.3 Benchmark Duties

- (a) The duties listed in a benchmark are a representative sampling of the functions being performed at the scope and level of responsibility that result in a job being classified at the benchmark level.
- (b) The listing of typical duties identified on a benchmark is not intended to be exhaustive or all-encompassing. Job duties or responsibilities that are not specifically mentioned in the relevant benchmark are deemed to be encompassed by that benchmark if that job duty or responsibility is essentially similar to the benchmark in terms of scope and level of responsibility, as described in the job summary.

3.4 Benchmark Qualifications

- (a) The qualifications set forth in a benchmark reflect the level of education and/or training and the experience appropriate to the scope and level of responsibility of the benchmark.
- (b) The parties agree that different qualifications may be required for jobs that are matched to the same benchmark, or for different benchmarks matched to the same classification grid in order to meet the unique work organization in the Community Social Services Sector.
- (c) Membership in a professional association or group is not a required qualification for any job under the Classification System unless required by legislation or regulation.

4. Unique Jobs

4.1 Job descriptions for unique jobs set forth the scope and level of responsibility, the duties and the appropriate level of qualifications for jobs which do not match any existing benchmark because the jobs are uncommon in the Sector, or they involve a type of work not already included in the benchmarks, or because they involve duties and responsibilities that are not essentially similar to an existing benchmark in terms of scope and level of responsibility.

4.2 Jobs which can be integrated are not considered unique jobs.

4.3 Unique jobs are rated using the JJEP to establish their point value rating and relative value.

5. Wage Rate

5.1 Each benchmark and unique job shall be assigned to a classification grid. Each classification grid has a corresponding wage rate, which is listed in Schedule B of this

Agreement and the Collective Agreement. For example (note: this is for illustrative purposes only):

Benchmark Title: Residence Worker

Classification grid: 10

The wage rate for the classification grid level 10, at October 1, 2001, per Schedule B is \$16.32 per hour

6. Principles of Classification

- 6.1 The JJEP is used to rate benchmarks and unique jobs and thereby establish their point value rating and relative value.
- 6.2 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished. To that end a job should be classified on the basis of best fit according to the overall type of duties and scope and level of responsibilities which are performed to an extent material for a reasonable standard of job classification.
- 6.3 Unique jobs are rated using the JJEP and assigned to a classification grid in accordance with their point value rating.
- 6.4 Where the parties identify essentially similar duties and responsibilities for a group of unique jobs, a benchmark shall be created.
- 6.5 Integrated Jobs: Where a job encompasses work in two or more benchmarks, and where it is administratively impractical to keep track or even identify when the incumbent is working within one or the other of the classifications, the job shall be classified at the highest classification of the jobs being performed.
- 6.6 Special Licenses And Certificates: Where the employee is required by the Employer to carry a special license, certificate or qualification, she should be classified consistently with such license, certification or qualification.
- 6.7 Incumbent employees in positions who do not possess the qualifications set out in the benchmark to which their jobs have been matched shall continue to be so classified as long as they continue to occupy the jobs.
- 6.8 Jobs are classified only by comparison to the benchmarks and not by comparison to other jobs.
- 6.9 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.
- 6.10 Layering Over: Supervisors and lead hands must be compensated at a rate higher than those they supervise or lead. Where this cannot be accomplished by classification to an existing benchmark, positions designated as layered over will be compensated at a rate of two additional grids above the highest position supervised for positions at pay grade 12 or below OR one additional grid for those positions at pay grade 13 or above. ~~a new benchmark must be created and evaluated or the individual job must be treated as a unique job~~ A supervisor or lead hand, for the purpose of this article, is defined as a worker who reviews, assigns and monitors the work of other assigned workers.

7. Glossary of Terms

[The parties agree that the Glossary of Terms is outstanding and is yet to be discussed.]

SIGNED ON BEHALF OF BCGEU

Sandy Ramsay
Staff Representative

SIGNED ON BEHALF OF HEU

[Union representative's name]
[job title]

SIGNED ON BEHALF OF CSSEA

Maggie Vilvang
Coordinator, Compensation & Research

SIGNED ON BEHALF OF CUPE

Carole Cameron
[job title]

SIGNED ON BEHALF OF HSA

Sue Carr
Senior Labour Relations Officer,
Classifications

SCHEDULE A

Benchmark Class Specifications

Administrative, Finance & Technical

Accountant
Accounting Clerk
Administrative Assistant
Administrative Supervisor
Bookkeeper
Computer Technical Support Specialist
Database Clerk
Receptionist / General Office Clerk
Secretary

Counsellors & Consultants

Addictions Counsellor
Adult, Youth and/or Child Counsellor
Children Who Witness Abuse Counsellor
Employment Counsellor
ESL Instructor
Family Counsellor
Infant Development Consultant
Stopping the Violence Counsellor
Supported Childcare Consultant
Vocational Counsellor

Front Line Workers

Activity Worker
Adult, Youth and/or Child Worker
Asleep Residential Night Worker
Awake Residential Night Worker
Child and Youth Transition House Worker
Childcare Resource and Referral Worker
Community Support Worker
Early Childhood Educator
Early Childhood Educator Assistant
Early Childhood Educator, Senior
Family Support Worker
Group Facilitator
Reconnect Worker
Residence Worker
Residence Worker, Senior
Residential Child and/or Youth Worker
School Aged Child Worker
School Based Prevention Worker
Settlement and Integration Worker
Special Services Worker
Transition House Worker
Victim Service Worker
Vocational Worker

Graduate Degrees & Licensed Professionals

Behavioural Therapist
Clinical Counsellor
Nutritionist
Occupational Therapist
Physiotherapist
Residence Nurse
Speech Language Pathologist

Operation Support

Building Maintenance Worker
Cook
Housekeeper
Janitor
Passenger Vehicle Driver
Retail Supervisor
Retail Worker
Truck Driver

Supervisors & Coordinators

Crisis Line Coordinator
Program Coordinator 1
Program Coordinator 2
Residence Coordinator
Volunteer Coordinator

SCHEDULE B

Classification Grid Effective October 1, 2000 and October 1, 2001

BENCHMARK	Effective October 1, 2000		Effective October 1, 2001	
	Interim Grid Level	Wage Rate	Grid Level	Wage Rate
Housekeeper	2	\$ 13.00	3	\$ 13.25
Janitor	2	\$ 13.00	3	\$ 13.25
Asleep Residential Night Worker	3	\$ 13.50	5	\$ 14.00
Retail Worker	3	\$ 13.50	5	\$ 14.00
Receptionist / General Office Clerk	3	\$ 13.50	5	\$ 14.00
Early Childhood Educator Assistant	4	\$ 14.25	6	\$ 14.50
Truck Driver	4	\$ 14.25	6	\$ 14.50
Awake Residential Night Worker	4	\$ 14.25	6	\$ 14.50
Accounting Clerk	4	\$ 14.25	7	\$ 15.30
Passenger Vehicle Driver	4	\$ 14.25	7	\$ 15.30
Secretary	4	\$ 14.25	7	\$ 15.30
Child and Youth Transition House Worker	5	\$ 15.00	8	\$ 15.65
Activity Worker	5	\$ 15.00	8	\$ 15.65
Group Facilitator	5	\$ 15.00	9	\$ 16.00
School Aged Child Worker	5	\$ 15.00	9	\$ 16.00
Cook	6	\$ 15.81	9	\$ 16.00
Database Clerk	6	\$ 15.81	9	\$ 16.00
Residence Worker	6	\$ 15.81	10	\$ 16.32
Building Maintenance Worker	6	\$ 15.81	10	\$ 16.32
Bookkeeper	6	\$ 15.81	10	\$ 16.32
Administrative Assistant	6	\$ 15.81	10	\$ 16.32
Transition House Worker	6	\$ 15.81	10	\$ 16.32
Retail Supervisor	6	\$ 15.81	10	\$ 16.32
Community Support Worker	6	\$ 15.81	10	\$ 16.32
Settlement and Integration Worker	6	\$ 15.81	10	\$ 16.32
Computer Technical Support Specialist	6	\$ 15.81	10	\$ 16.32
Vocational Worker	6	\$ 15.81	10	\$ 16.32
Employment Counsellor	6	\$ 15.81	10	\$ 16.32
Early Childhood Educator	6	\$ 15.81	10	\$ 16.32
Reconnect Worker	6	\$ 15.81	10	\$ 16.32
Adult, Youth and/or Child Worker	7	\$ 16.85	11	\$ 17.45
School Based Prevention Worker	7	\$ 16.85	11	\$ 17.45
Victim Service Worker	7	\$ 16.85	11	\$ 17.45
Childcare Resource and Referral Worker	7	\$ 16.85	11	\$ 17.45
Special Services Worker	7	\$ 16.85	11	\$ 17.45
Vocational Counsellor	7	\$ 16.85	11	\$ 17.45
Residential Child and/or Youth Worker	7	\$ 16.85	11	\$ 17.45
Residence Worker, Senior	7	\$ 16.85	12	\$ 18.50
Volunteer Coordinator	7	\$ 16.85	12	\$ 18.50
Family Support Worker	7	\$ 16.85	12	\$ 18.50
Program Coordinator 1	7	\$ 16.85	12	\$ 18.50
Administrative Supervisor	7	\$ 16.85	12	\$ 18.50
ESL Instructor	7	\$ 16.85	12	\$ 18.50
Crisis Line Coordinator	8	\$ 18.72	13	\$ 19.50
Early Childhood Educator, Senior	8	\$ 18.72	13	\$ 19.50
Children Who Witness Abuse Counsellor	8	\$ 18.72	13	\$ 19.50
Supported Childcare Consultant	8	\$ 18.72	14	\$ 21.43
Infant Development Consultant	8	\$ 18.72	14	\$ 21.43
Accountant	8	\$ 18.72	14	\$ 21.43
Addictions Counsellor	8	\$ 18.72	14	\$ 21.43
Adult, Youth and/or Child Counsellor	8	\$ 18.72	14	\$ 21.43
Family Counsellor	8	\$ 18.72	14	\$ 21.43
Residence Nurse	8	\$ 18.72	14	\$ 21.43
Stopping the Violence Counsellor	8	\$ 18.72	14	\$ 21.43
Program Coordinator 2	8	\$ 18.72	14	\$ 21.43
Residence Coordinator	8	\$ 18.72	14	\$ 21.43
Occupational Therapist	9	\$ 20.50	15	\$ 23.50
Nutritionist	9	\$ 20.50	15	\$ 23.50
Physiotherapist	9	\$ 20.50	15	\$ 23.50
Speech Language Pathologist	10	\$ 22.50	16	\$ 25.50
Behavioural Therapist	10	\$ 22.50	16	\$ 25.50
Clinical Counsellor	10	\$ 22.50	16	\$ 25.50