

Letter of Understanding for Job Evaluation Purposes Between the Corporation of Delta and Canadian Union of Public Employees Local 454

1. This Letter of Understanding shall apply to all classification and valuation reviews and grievances as of the date of signing, and continue in effect until cancelled and can be cancelled by either party with sixty days of written notice. It is agreed between the Corporation and the Union that the following procedures and classification and valuation criteria shall apply henceforth in the event that the Union, or the Corporation shall initiate a review of a position or class of positions with respect to classification or valuation, or the Corporation shall establish a new class of position. It is further agreed that an employee can initiate a request for reclassification only.

It is agreed between the parties that the class specifications in existence as of the date of this agreement shall be recognized and accepted by the Corporation and by the Union to be the foundation for the procedures contained in this Letter of Understanding.

2. Purpose

The purpose of a classification and/or valuation review shall be to analyze, classify and/or evaluate positions and classes of position with reference to and by comparison with the criteria specified herein.

3. Class of Positions

Class or class of positions means a group of positions within the jurisdiction of an individual Employer which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications, that the same descriptive title and the same monetary value may be equitably applied under substantially the same employment conditions and includes a single position which is not sufficiently similar to the aforementioned respects so as to warrant grouping it together with any other position.

4. Reclassification Request - Who Can Initiate

In any case where it is claimed that the duties, responsibilities or required qualifications of a position have been significantly changed, or are sufficiently dissimilar from the type of duties, level of responsibilities or required qualifications as described in the class specification for the class to which the position is currently assigned so as to warrant reclassification, either the Corporation or the Union or the incumbent employee may at any time initiate a request for reclassification of such position or if the Corporation at any time wishes to initiate a review of one or more positions within its jurisdiction for the purpose of determining whether or not it or they are properly classified. Any request for reclassification must identify the reason for the request.

5. Revaluation Review - Who Can Initiate

In any case where it is not claimed that the duties, responsibilities or required qualifications of a class of positions have been significantly changed, either the Corporation or the Union may nevertheless at any time initiate a request for revaluation of such classes of positions on the basis of a claim that such class of positions bears an inappropriate value when compared to criteria set out within this Letter of Understanding. Any request for revaluation must identify the reason for such request.

6. Questionnaire Distribution and Completion

Classification questionnaires shall be distributed by the Personnel Department to each employee occupying a position identified under a review request, regardless of how initiated. Each employee shall within fourteen (14) calendar days of receipt of the questionnaire complete the appropriate sections of the document and forward it to the Personnel Department.

The Personnel Department shall then distribute the questionnaires to the appropriate Supervisors and Department Heads for completion of the designated sections within a further fourteen (14) calendar days. The Department Heads shall return the completed questionnaires to the Personnel Department which shall, within a further seven (7) calendar days, forward them to the G.V.R.D., Labour Relations Department (hereafter 'the LRD'), with a copy of each being simultaneously provided to the Union.

7. Interviews

Upon receipt of the completed questionnaires, the LRD will interview each position incumbent, or such representative position incumbents as are considered necessary, through the use of questionnaires and personal interviews with the position incumbents, and with Supervisors and Department Heads as required. The interviews, together with a report to the Corporation, shall be completed within sixty (60) days of the date that the completed questionnaires are received by the LRD.

8. Assignment of Classes to Occupational Groups

Each class covered by the Collective Agreement is assigned to one or more occupational groups by mutual agreement as attached.

Each new class of positions which is established shall be assigned by the employer to one or more occupational groups, and the employer's decision which shall be communicated to the union, shall have effect unless amended by mutual consent of the parties.

9. Assignment of New Positions

The Corporation shall possess the right to establish new positions. In each such case, the Corporation shall be required on a provisional basis to assign the position to an existing class, or to establish and evaluate a new class.

Where the Corporation has assigned the position on a provisional basis, there will be a subsequent review within six months of the position being filled, to ensure that the position has been properly classified and valued and a report shall be submitted to the Union.

10. Valuation of Classes

The LRD will assign a value to each new class of positions in a sound and equitable manner employing valuation criteria that exist within:

- a) directly related internal classes of positions;
- b) directly related external classes of positions within the pay plans maintained by the LRD.

In the event that anomalies or inconsistencies are apparent on the face of the criteria set out above, then the agreed to G.V.R.D. Regional Standard Benchmarks and amendments thereto as attached shall constitute the terminative criteria for valuation purposes and such criteria shall form part of this Letter of Understanding.

11. Report to the Union

The Corporation shall prepare and submit a final report to the Union within thirty (30) calendar days of receiving the report in paragraph #7 above. The final report shall contain the following information covering each review:

- a) a listing allocating all positions to classes;
- b) class specifications;
- c) a designation of the occupational group(s) to which each class has been allocated; and
- d) a valuation determination with respect to each class, predicated upon the criteria outlined in paragraph ten.

12. Union Acceptance of Corporation Decision

If the Union accepts the decision of the Corporation, the Union shall within thirty (30) calendar days notify the Corporation in writing of its acceptance, and such written acceptance shall be deemed to be final and binding upon both the Corporation and the Union.

13. Submission of Disputes

In the event that the Union disputes either a classification decision or a valuation decision contained in the Corporation's report, then within thirty (30) calendar days of receipt of such report the Union shall submit in writing to the Corporation both the specific reasons for its disagreement and the remedy being sought.

The Union shall in respect of both its disagreement and its proposed solution limit its argument to the criteria set out in paragraph ten. Further, the Union shall limit its disagreement to:

- a) factual errors or omissions in the class specifications;
- b) inappropriate allocation of positions to classes; and/or
- c) valuation decisions.

14. Resolution of Disputes

A. Joint Committee

Any disputes submitted by the Union in accordance with the above shall be referred to a committee comprised of two representatives appointed by the Corporation and two representatives appointed by the Union.

The decision of the committee in respect of any such dispute shall be final and binding on both parties.

B. Arbitration

In the event that the committee is not able to reach agreement with respect to a dispute referred in accordance with the above, then within thirty (30) calendar days of the expiry of the committee's deliberations as set out above, the Union may refer the dispute to a mutually agreeable Arbitrator. Both parties shall limit their respective submissions to the Arbitrator to the criteria limitations set out in paragraphs ten and thirteen, and the Arbitrator shall in turn base his decision upon the same criteria.

Not later than fourteen (14) calendar days prior to the Arbitration Hearing date, the parties shall meet to exchange the facts and evidence to be presented at the Hearing. With seven (7) days following the meeting, each party shall confirm in writing the facts and evidence they provided at the meeting. In the event either party wishes to submit new facts or evidence not exchanged prior to the Hearing, they may do so upon mutual agreement of the parties.

The decision of the Arbitrator shall be final and binding upon both parties.

15. Implementation

The effective date of any changes resulting from a review initiated under these procedures shall be the date a review request was initiated in writing, and in any event no later than the date an employee completes a classification questionnaire.

16. Reclassification - Upward

In the event a class or class of positions is reclassified upwards, each incumbent will receive the new rate for the class in all cases where there exists a single rate of pay for such class. Where there exists a pay range for the class, each incumbent will be placed on the lowest step of the new pay range which exceeds the incumbent's previous rate. The increment date for an incumbent shall be amended accordingly.

17. Revaluation - Upward

In the event a class is revalued upwards, each incumbent occupying a position within such class will receive the new rate for the class in all cases where there exists a single rate of pay for the said class. Where there exists a pay range for the class, each incumbent will be placed on the same step of the new pay range as occupied on the pay range for the class to which the incumbent's position previously belonged. The increment date for the incumbent of a position whose class has been revalued shall not be amended.

18. Reclassification and Revaluation - Downward

In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Corporation in accordance with one or other of the two following methods:

- a) The incumbent shall with immediate effect have his rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference in the case of a salaried employee, or four thousand, one hundred, seventy-six (4,176) times the hourly difference in the case of an hourly rated employee, between the former pay rate and the new reduced pay rate; or

b) For as long as the incumbent continues to occupy any position covered by the collective agreement, (s)he shall suffer no reduction in the rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which (s)he would otherwise have been entitled, PROVIDED THAT at any time during the two (2) years immediately following the date when the position was reclassified or the class in which the position was grouped, was revalued, then notwithstanding such reclassification or revaluation, the Employer may unilaterally promote such incumbent to any other vacant position for which (s)he is qualified, and which is valued at the same level as the position was formerly valued.

c) For the purposes of paragraph 18(a) where there exists a pay range for the class in question, the "appropriate new level for the class" shall have the following results:

i) in all cases of reclassification downwards, each incumbent occupying a position within such class, will be placed on the highest step of the new pay range which is lower than such incumbent's previous rate, and the increment date for each such incumbent shall be amended accordingly.

ii) in all cases of revaluation downwards, each incumbent occupying a position within such class, will be placed on the same step of the new pay range as such incumbent occupied on the pay range for the class to which such incumbent's position previously belonged, and the increment date for each such incumbent shall not be amended.

19. Extension of Time Limits

Any time limit mentioned in this Letter may be extended by mutual agreement.

DATED at Delta in the Province of British Columbia this 11th day of May, 1987.

Representatives for the Corporation of Delta

Representatives for the Union:

G. Lamine
A. A. Wilson

G. Bader
B. H. [Signature]