This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

Article 1 - PURPOSE

The Joint Job Evaluation Programme is designed to maintain an equitable wage structure and provides the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

Article 2 - DEFINITIONS

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

Benchmark Jobs A representative selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison and guides for maintaining relativity of rating under the rating manual.

Collective Agreement The Collective Agreement currently in effect between the Employer and the Union.

Compensation Specialist A position in the Human Resources Department held by individuals trained in job evaluation. Compensation Specialists ensure appropriate documentation describing existing or changes in skill, effort, working conditions and responsibility is received in order to accurately designate an appropriate wage grade in accordance with this Manual of Procedures and the Rating Manual as set out in the Collective Agreement, for all positions submitted for Job Evaluation.

Current Rate An employee's present rate of pay.

Dormant A position that will not be filled for a period of time.

Employee An employee of the Employer in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement.

Factors The major criteria, i.e. experience, responsibility,
working conditions, etc., as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Programme.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factor Degree</td>
<td>The actual measurement levels within each factor.</td>
</tr>
<tr>
<td>Green Circled</td>
<td>The current rate is lower than the job rate that has been established for the job in accordance with the Job Evaluation Programme.</td>
</tr>
<tr>
<td>Incumbent</td>
<td>An employee who has been appointed or promoted to a job. (An employee is an incumbent in one job only).</td>
</tr>
<tr>
<td>Job</td>
<td>A group or range of duties or tasks assigned to and performed by the incumbent(s).</td>
</tr>
<tr>
<td>Job Analysis</td>
<td>The process of determining and recording, through the use of questionnaires, observations and studies, the tasks and duties comprising a job and the required knowledge, responsibility, effort and working conditions involved in the performance of that job.</td>
</tr>
<tr>
<td>Job Description</td>
<td>A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. This shall be the only job description used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent in the job.</td>
</tr>
<tr>
<td>Job Evaluation</td>
<td>The process of studying and analyzing a job to prepare a job description and to determine the relationship of the job to other jobs covered by the Rating Manual, which are set out in the Collective Agreement.</td>
</tr>
<tr>
<td>Job Rate</td>
<td>The top step of the evaluated rate for the job.</td>
</tr>
<tr>
<td>Job Rating</td>
<td>The selected degree levels, points, reasons for rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.</td>
</tr>
<tr>
<td>Joint Job Evaluation Appeals Committee (JJEAC)</td>
<td>The Joint Job Evaluation Appeals Committee appointed by the parties to the Collective Agreement to deal with appeals lodged by the incumbent(s) and or management with respect to the rating of a job.</td>
</tr>
</tbody>
</table>
The Employer and the Union shall each appoint three (3) representatives to the Joint Job Appeals Committee. The Union members of the Committee and any alternate appointed by the Union shall be granted leaves of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which employees would normally be entitled, including any increase that may occur as a result of an evaluation of the job the member held prior to an appointment to the Committee. Such leave of absence shall be of sufficient duration and frequency to allow the Union to discharge its responsibilities as provided in this Manual.

All decisions and agreements of the Committee shall be by consensus or by majority vote of 5 to 1.

The Employer agrees and understands that Union members of the Committee shall be exempt from Article 11.1 of the Collective Agreement in order to ensure consistency and the timely processing of appeals. The Committee procedures may be reviewed from time to time by the parties.

**Job Questionnaire**
Data collected from the incumbent and supervisor relating the job duties the incumbent is assigned to carry out.

**Out of Schedule Rate**
A job rate, established by the Employer, in response to market conditions.

**Points**
The numerical expression adopted for measurement of each degree within each factor.

**Rating Manual**
The basic guide for analyzing and evaluating the content of a job from the job description.

**Red Circled**
The current rate is in excess of the job rate that has been established for the job in accordance with the Job Evaluation Programme.
Request for Review  Data collected from the incumbent and supervisor stating reasons for the review and outlining how the job content has changed relating to skill, effort, working conditions and responsibility since the last review.

Supervisor  Any member of the Supervisory or Management staff with direct or indirect accountability for the supervision of the job in question.

Interim Rate  Rate established by the Human Resources Department for a job which has not yet been rated by the Compensation Specialists.

Total Points  The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.

Wage Grade  The designation in Schedule "A" for a particular job rate or salary level or salary range.

Schedule "A"  Classifications and their associated wage grades as set forth in the Collective Agreement.

Article 3 - FACTORS OF JOB DESCRIPTION AND RATING

3.1 A job questionnaire serves to record the basis from which the job is rated and to compare and judge the changes in job content which result, from time to time, from new or changed circumstances or requirements, in conjunction with the job description.

3.2 A job questionnaire and the contents therein are for the purposes of rating a job and assigning the job into the proper wage grade for application of Schedule "A". The questionnaire for a job shall be in sufficient detail to enable that job to be identified and rated as well as to enable the creation of an accurate summary of duties herein called the job description.

3.3 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors in personal judgment into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors, listed below, which are all inclusive in doing job evaluation and which are to be determined by the Negotiating Committee.
1. Knowledge
2. Experience
3. Judgement
4. Mental Effort
5. Physical Activity
6. Dexterity
7. Accountability
8. Physical Safety of Others
9. Work Related Direction
10. Contacts
11. Disagreeable Conditions

3.4 Job Evaluations serve to:

(a) group jobs having relatively equivalent point values into the same grade,

(b) provide the basis from which to gauge equitable wage grade relationships between the jobs,

(c) form the foundation from which to measure changes in job content,

(d) enable the assignment of jobs into their proper wage grade in Schedule "A".

3.5 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

3.6 In the application of the Rating Manual the following general rules shall apply:

(a) It is the content of the job that is being analyzed, not the individual doing the job.

(b) Jobs are to be evaluated without regard to existing job rates.

(c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition and the description of each factor level.

(d) No interpolation of factor degrees is to be made in the use of this programme (i.e. no insertion of a factor rating that falls between the
established degrees of the factor).

(e) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.

Article 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

4.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme.

4.2 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of changed circumstances, may be made on one of the following conditions:

(a) Requests for review under the job evaluation plan may be initiated by either the incumbent or by management, may only be made upon the following conditions being present:

i. A departmental restructuring plan approved by the City Manager, and/or the Council of the City of Hamilton; or,

ii. The transfer of duties to or from another level of government; or,

iii. Programme, policy or procedural changes directed by Council; or,

iv. New, revised or repealed legislation which affects job content; or,

v. Additional duties and/or responsibilities as assigned by the employer on a regular and ongoing basis.

(b) Whenever the Employer decides to establish a new job, the following procedures shall apply:

i. The Department shall prepare a job description, a job questionnaire and forward to the Compensation Specialist for an interim wage grade. An employee will be assigned in accordance with the Collective Agreement.

ii. The Compensation Specialist shall provide the Union with a copy of the job description and the interim wage grade.
iii. A job questionnaire and revised job description shall be prepared by the incumbent and submitted to the Department and Human Resources, within six (6) months of their assignment to the new position. If an updated questionnaire is not received within the specified six (6) month time period, the existing job description and rating shall be confirmed. **In multi incumbent positions, the majority (more than 50%) of the incumbents at the time of submission must sign off on the submitted job evaluation document in order for it to be accepted.**

iv. The Compensation Specialist(s) will review the questionnaires and will rate the new job.

iv. Upon final resolution of the job description and rating, in accordance with Article 5 herein, the provisions of Article 4.2(f) and 4.2 (g) herein, shall apply to an employee who was assigned to the job at an interim rate.

(c) Whenever the Employer changes a job and it is determined that the change in job content is less than required to move the job to a different wage grade, a new description and rating shall be prepared for the job and be submitted to the Union in accordance with Article 5, herein.

(d) When an agreed upon change or accumulation of changes in the content of a job results in a change upwards or downwards in the wage grade of a job:

i. The existing description and rating of the job shall be replaced by a new description and job rating taking into account the changes in job content and the new job description and job rating shall be deemed to have been established in accordance with Article 5, herein.

ii. The revised job shall be reassigned to the appropriate wage grade in accordance with Article 6. If applicable, the provisions of Article 4.2 (f) and 4.2 (g) herein, shall apply to the incumbent(s)

iii. Questionnaires submitted under this article will contain an effective date of change for the job duties. Retroactive payment under this article will be paid from the effective date; it is intended that retroactive payment will be limited to a maximum of six (6) months.
(e) Should the Union consider that the Employer has established a new job or changed the content of an existing job and no new description or rating has been developed by the Employer:

i. The Union shall notify the Employer in writing of its contention that the job has changed, the reasons in detail for its contention and a request that a new description and rating be prepared for the job in accordance with Article 5, herein.

ii. If the Employer finds the Union's request to be justified, a new job description and job rating shall be established and a new wage grade shall be assigned to the job in accordance with the provisions provided for in Article 5, herein.

iii. If the Employer does not find the Union's request to be justified, it shall notify the Union in writing of its decision, within thirty (30) calendar days following receipt of the Union's written request. The Union may, within thirty (30) calendar days following the receipt of the Employer's decision, lodge a grievance. The grievance shall be dealt with in a manner subject to Article 5.2(d) herein of this Manual of Procedures.

iv. If it is determined that the Union's grievance is justified and a new wage grade is assigned, the new wage grade, except as otherwise provided, shall be effective as of the date the new job was established or the date the Employer was advised by the Union, in writing, of the change in the job content of the existing job.

(f) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent of the job whose current rate is higher than the job rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall continue to receive that rate for the duration of his or her employment in that position. Further, each incumbent designated as being red circled, will have their rate of pay frozen, and not be eligible for collective agreement percentage increases. The rate will be unfrozen once the job evaluated rate reaches their red-circled rate (or they are no longer in the position that was red-circled), at such time the employee will begin earning the job evaluated rate, and red-circling ends.
Any employee with a red circled salary, at the date of ratification, shall receive a lump sum equivalent to the agreed upon general wage increase for each year which shall be paid out on a bi-weekly basis until the job rate equals or exceeds the frozen “Red Circled” rate.

(g) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of the job whose current rate is below the job rate of the changed job shall have his or her wage rate designated "Green Circled". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increment structure, effective as outlined in Article 4.2 (d) (iii).

In the event that a job is evaluated at a wage grade more than three grades different from the current rating for the job in question, the rating will be referred to the JJEAC for confirmation of the rating.

(h) The Compensation Specialist shall notify the Union in writing within thirty (30) calendar days of any change in the identification details of a job, i.e. department, or job title.

(i) If the Employer decides a job classification is redundant or dormant, the Union shall be notified, in writing, within thirty (30) calendar days of such decision by the Compensation Specialist.

4.3 The Employer will provide the Union with organizational charts for the City on an annual basis or as required due to organizational changes.

Article 5 - DESCRIBING AND RATING A JOB

5.1 The procedures for describing and rating a job shall be as follows:

(a) The incumbent and supervisor will complete a Request for Review Form and a Job Information Questionnaire for review and comment and the supervisor will submit it to the Compensation Specialists within the Human Resources Department in accordance with the requirements of this manual.

(b) The Compensation Specialist(s) shall review the proposed job description together with the Request for Review Form and the Job Information Questionnaire. Upon the completion of the Compensation Specialist’s review the rating of the job description, the job description shall be distributed to the incumbent(s), the supervisor and the Union.
(c) (i) If the incumbent(s) and/or the supervisor of the job disagree(s) with the rating of the job, an appeal of the rating may be lodged, within thirty (30) calendar days of the receipt of the rating. The appeal deadline will be outlined in the employee’s results letter with a copy being provided to the Union. The appeal shall state, in writing, the reason(s) why the incumbent(s) and/or supervisor disagree(s) with the job rating of the job.

Any amendments to the job description can be included on the job description and returned to the Compensation Specialist by the appeal deadline. If no amendments are received, the job description forwarded with confirmation of the rating shall be filed as the official description in accordance with Article 2, Definitions - Job Description.

(d) i Each appeal shall be submitted in writing on an official appeal form agreed to by the Employer and the Union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Employer and the Union. The appeal form shall be available from the Union and from the Employer.

ii The JJEAC, in its discretion, may request the appearance of the incumbent(s) or supervisor and may, if deemed a necessity by a majority of JJEAC members, conduct on the job reviews in order to assist the Committee in its deliberations.

iii The incumbent(s) and/or supervisor may request to make representation, regarding their appeal, to the JJEAC and shall include all relevant information with respect to the request at the time the request is submitted.

(e) The JJEAC shall consider the appeal. The incumbent(s), supervisor, Department Head and Union shall be informed, by the Compensation Specialist of the committee’s decision on the appeal. Such decision shall be considered final and binding upon the parties and upon the employee(s) affected.

(f) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
5.2 In the event the JJEAC unable to arrive at a decision on the appeal, the following procedure shall apply:

(a) The Employer shall install the proposed description and rating for the job and, in accordance with Article 6 herein, the wage grade to which the job is assigned.

(b) The Compensation Specialist shall provide the Union with a copy of the installed job description and rating.

(c) The matter shall be referred to a sole Arbitrator.

(d) All relevant job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

Article 6 - APPLYING THE JOB DESCRIPTION AND RATING

6.1 The job descriptions and ratings determined in accordance with the Manual of Procedures and the Rating Manual apply in the assignment of each job, covered by this programme, to its appropriate wage grade.

The current Collective Agreement establishes the wage schedule for the wage grades and sets forth the necessary provisions to enable the application of the wage schedule to each job and the appropriate wage rate to each employee in the bargaining until

6.2 The Employer may establish, in response to market conditions or other factors, a job rate for a job which is different from that established by the Joint Job Evaluation Programme. In the event an out of schedule rate for a job classification is introduced by the Employer, the Union shall be notified. The duration of the out of schedule rate shall be a period of time mutually agreed to by the Employer and the Union. At the conclusion of that time period, the rate for the job classification shall be the evaluated rate.

All employees to whom this clause applies shall be notified accordingly of the evaluated rate for the job.

Article 7 - MAINTENANCE OF JOB DESCRIPTIONS AND RATINGS

7.1 The Compensation Specialists shall review and/or evaluate maintenance requests which meet the conditions defined in Article 7.2 herein.
7.2 (a) Job maintenance requests may be submitted once annually, from the effective date of the last review. Such requests for review under the job evaluation plan may be initiated by either the incumbent or by management, and may only be made upon the following conditions being present:

i. A departmental restructuring plan approved by the City Manager, and/or the Council of the City of Hamilton; or,

ii. The transfer of duties to or from another level of government;

iii. Programme, policy or procedural changes directed by Council; or,

iv. New, revised or repealed legislation which affects job content; or,

v. Additional duties and/or responsibilities as assigned by the employer on a regular and ongoing basis.

(b) in order to maintain the integrity and consistency of job evaluation, the Employer may require the submission of "groups" of jobs for review at the same time. All jobs in a work unit, or similar jobs within Local 5167, may comprise a group of jobs for this purpose.

7.3 Requests for Maintenance Review must be accompanied by:

(a) a completed Request for Review Form summarizing the changes in skill, effort, responsibility and working conditions and identifying the reasons for these changes:

(b) a new and/or revised draft job description;

(c) a new or revised job information questionnaire completed by the incumbent(s) and the supervisor. The incumbent(s) will be provided with a copy of all completed documentation prior to submission of the request.

7.4 Maintenance Review:

(a) the Request for Review Form and all other material pertinent to the review shall be forwarded to the Compensation Specialist’s Section of the Human Resources Department. A Compensation Specialist may contact the incumbent(s) or supervisor to ensure all relevant information has been submitted;

(b) the Compensation Specialist shall notify the Union, Supervisor, incumbent(s) and the Department Head of the decision.
(c) Articles 5 and 6 of this Manual apply to determinations made under this Article.