

ADDENDUM

- Maintenance Agreement and Classification Manual - MAINTENANCE AGREEMENT

1) Introduction

The purpose of this agreement is to provide a standard procedure for the description and classification of jobs and the evaluation of work in the health care industry.

2) Coverage

The provisions of this agreement shall apply to all work which is now or shall come within the scope of the Collective Agreement between the parties. This agreement, including the Classification Manual, shall be incorporated in and become part of the Collective Agreement.

This Agreement shall be subject to the grievance and arbitration procedures under the Collective Agreement.

3) Existing Rights

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

- (1) Subject to the Collective Agreement and subject to 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;
- (2) The Union has the right to enforce all the provisions of the Collective Agreement and this agreement and in particular may ensure that:
 - (a) a job has been established in a proper manner under the terms of the Collective Agreement and this agreement;
 - (b) a job description accurately describes the work required to be done;
 - (c) the qualifications established by the Employer for a job are reasonable and relevant to the work required to be done and consistent with agreed to benchmarks;
 - (d) a job is properly classified in relation to the benchmark class specifications; and
 - (e) a position is assigned to an appropriate job description.
- (3) Where a conflict arises between the Collective Agreement and this Agreement, the Collective Agreement shall take precedence.

4) Benchmark Class Specifications

- (1) The benchmark class specifications in existence at the date of this agreement and agreed to by the parties and attached as Schedule A shall constitute the sole criteria for classifying work in the health care industry covered by the Collective Agreement. Except as provided for in Section 9, no new benchmark class specification shall be introduced and no existing benchmark class specification shall be changed except by mutual agreement between the HEABC and the Union. Neither party shall withhold mutual agreement unreasonably.
- (2) The rate levels which are set out in Schedule B to this agreement shall be assigned a value derived from the wage schedule of the Collective Agreement. Each benchmark class specification shall be assigned to an appropriate rate level which shall be deemed to comprise part of the specification.

5) Job Descriptions

- (1) The job descriptions which are in existence on the date of this agreement and agreed to by the parties shall comprise the base against which all changes shall be measured.
- (2) The position of each regular employee shall be assigned to an appropriate job description.
- (3) The Employer shall draw up job descriptions for all positions and classifications for which the Union is the certified bargaining agent. The said job descriptions shall be presented in writing to the Senior Union Official and shall become the recognized job descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within sixty (60) days.
- (4) Each regular employee shall be provided with a copy of the agreed to job description for her/his position.

6) Establishment of New Jobs

- (1) Prior to the establishment of a new job, the Employer shall:
 - (a) write a new job description;
 - (b) classify the new job in relation to the benchmark class specifications; and
 - (c) assign such position to the job description as shall be appropriate.
- (2) Within ten (10) calendar days, the new job description and classification shall be submitted to the Union.

- (3) Within sixty (60) calendar days of the receipt of notice, the Union shall notify the Employer that it accepts or objects to the job description and/or classification. In the event that it objects it shall give written reasons for the objection.
- (4) Where the Union does not object within the time limits or accepts the job description and/or classification submitted by the Employer, the job description and/or classification shall be deemed to be established.

7) Changes to Existing Jobs

- (1) Where the Employer makes any material change to an existing job, it shall forthwith notify the Union of the change (Form 1). The Union shall within sixty (60) calendar days notify the Employer if it considers the change to be significant and that it objects to the change. Where it objects it shall provide written reasons for the objection.
- (2) Where the Employer changes an existing job to an extent that would affect its classification, it shall within thirty (30) calendar days:
 - (a) revise the permanent job description or write a new job description; and
 - (b) classify the new or revised job.
- (3) Within a further ten (10) calendar days the new or changed job description and classification shall be submitted to the Union.
- (4) Within sixty (60) calendar days of the receipt of notice the Union shall notify the Employer that it accepts or objects to the new or revised job description and/or classification. Where it objects it shall provide written reasons for the objection.
- (5) Where the Union does not object within the time limit or accepts the new or changed job description and/or classification, the job description and/or classification shall be considered to be established.

8) New or Changed Positions

- (1) Where the Employer establishes a new position or significantly changes an existing position, the position shall be immediately posted pursuant to the provisions of Article 16.01 of the Collective Agreement. Where there is an incumbent in such an existing position she/he shall be displaced by the service of an appropriate notice to that effect.

- (2) Where the Union or an employee consider that a position has been significantly changed or is not assigned to an appropriate job description either of them may request a review.
- (3) The employee and a Representative designated by the Union shall complete a “Job Review Request Form” (Form 2) indicating in what manner her/his position has changed and why she/he thinks the job description to which her/his position has been assigned is inappropriate. The “Job Review Request Form” shall be submitted to the Employer who shall within ten (10) calendar days forward a copy to the HEABC and the Union.
- (4) Within thirty (30) calendar days of the receipt of the “Job Review Request Form”, the Employer shall review its decision and shall notify the HEABC and the Union of its determination.
- (5) Should the Union not accept the determination of the Employer, it shall within sixty (60) calendar days notify the Employer giving written reasons for its objection. Where the Union accepts the decision of the Employer or does not object within the time limits, the position shall be considered to be assigned to an appropriate job description.

9) Appeals

- (1) Where the Union launches an objection under the terms of this agreement, the Employer shall provide a written response to the Union within thirty (30) calendar days. If the Employer’s written response is not provided within the time limit, the Union may, within a further thirty (30) days, refer the dispute to the Classification Referee.
- (2) Within fifteen (15) days of receiving the Employer’s written response, the Union will notify the Employer whether the Employer’s written response is acceptable. If the Employer’s written response is not acceptable, the parties, including HEABC and the Union, shall meet within a further fifteen (15) days to disclose fully each party’s case and to seek to resolve the dispute. Each party will set out for each grievance its understanding of the matter in dispute. The parties will seek to narrow the issues of fact in dispute and will conclude agreements on fact to the degree that they can agree. If the parties are unable to resolve the dispute, either party may, within a further period of thirty

- (30) days, refer the dispute to the Classification Referee for a final and binding decision.
- (3) Within ten (10) calendar days of the dispute being referred to the Referee, the Union shall provide the Referee with written reasons in support of the appeal.
 - (4) Within sixty (60) calendar days of the receipt of the appeal the Referee shall make every effort to hear the dispute and render a final and binding decision in writing.
 - (5) The decision of the Referee shall be based upon the same criteria applicable to the parties themselves. Where the Referee allows the appeal her/his decision shall be limited to a direction that:
 - (a) the position be assigned to another existing job description and may include a direction that any incumbent in the position be displaced and that any vacancy be posted under Article 16.01 of the Collective Agreement;
 - (b) a new job description be prepared by the Employer that more appropriately describes the type of duties, level of responsibilities and required qualifications of the position; or
 - (c) except as outlined below, the job be appropriately classified, provided that the Referee shall not have jurisdiction to classify a job except within the existing benchmark class specifications including the rate level;
 - (d) where the Referee concludes that a position does not conform to an existing benchmark class specification, the Referee shall notify the HEABC and the Union of her/his decision. The HEABC and the Union shall endeavour to establish an appropriate benchmark class specification for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) days to the Referee as to the appropriate benchmark to be established. The Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Referee shall be binding on the parties. The Referee shall also establish an appropriate wage level for the new or revised benchmark.
 - (6) A hearing called by the Referee shall have the same status as an Arbitration Board pursuant to Article 11 of the Collective Agreement.

Note: Amendments to sections 9(1), (2) and (3) of Maintenance

Agreement are in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.

10) Classification Referee

- (1) The Referee(s) shall be mutually agreed to by the HEABC and the Union.

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.

The Referee shall be appointed for the term of the Collective Agreement and may thereafter be terminated by either party upon sixty (60) days written notice to the Referee and the other party.

- (2) The fees and expenses of the Referee shall be borne equally by the Employer and the Union.
- (3) The parties shall meet every month, or as often as required, to review outstanding Job Review Requests to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

11) Expedited Classification Appeals

The classification expedited arbitration process shall be governed by the following principles:

- (1) The location of the hearing shall be agreed to by the parties, but will be at a location central to the geographic area in which the dispute arose.
- (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 the HEABC to present cases, and shall not utilize outside legal counsel.
- (4) All presentations are to be short and concise, and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (5) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein. The arbitrator shall make every effort to deliver a decision to the parties within seven (7) days of the hearing.
- (6) Outstanding classification appeals shall be heard under

this article by Judi Korbin, Joan Gordon or John Kinzie. The decision of the Classification Referee shall be final and binding on both parties.

- (7) All decisions of the Classification Referee 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.
- (8) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (9) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 11 excepting Article 11.04. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.

12) **Pay Adjustments**

- (1) Where the rate of pay of a position or job is adjusted upwards, the employee shall be placed on the lowest step of the new pay range which will give him/her a monthly increase and the increment anniversary shall be that date.
- (2) Where an increase results from the establishment of a new job or a change in an existing job, the increase shall take effect on the date that the new job is established or the existing job is changed.
- (3) Where an increase results from a request for a review of a position by an employee or the Union, the increase shall take effect on the date of the request.
- (4) Where the rate of pay of a position or job is adjusted downward, the employee shall not suffer a reduction in pay but shall be red-circled. Such an employee shall retain the increment anniversary date of her/his prior job, and shall receive fifty percent (50%) of all general wage increases until the new wage rate for the job being occupied meets the employee's existing wage rate. Employees who are required to transfer to a lower rated position as a result of a displacement notice being served pursuant to Section 8.1 shall be covered by this provision.

13) **Definitions**

- (1) **Position:** A group of duties, responsibilities and skills regularly assigned to one person. It may be full-time, part-

time, 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 level of responsibilities and required qualifications covered by the same job description.
- (3) **Class:** A group of jobs which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications that they carry the same wage rate.
- (4) **Employer:** A hospital or health organization covered by the Collective Agreement between the HEABC and the Union.
- (5) **Union:** The Association of Health Services and Support Workers Facilities Subsector (represented by the Hospital Employees' Union, B.C. Government and Service Employees' Union, the International Union of Operating Engineers, the Construction and Specialized Workers' Union, the International Brotherhood of Electrical Workers Local No. 230, the United Steelworkers of America Local 9705, the British Columbia Nurses' Union, the United Brotherhood of Carpenters and Joiners of America Local No. 1598, the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada Local No. 324, the International Union of Painters and Allied Trades Local No. 138)
- (6) **HEABC:** The Health Employers Association of British Columbia.
- (7) **Other Related Duties:** The phrase "Other Related Duties" shall be limited in its meaning so as to include only those additional duties which fall within the character of work as defined by the job description.

CLASSIFICATION MANUAL

1) Introduction

The Classification Manual outlines the definitions, format and principles of classification to be followed in matching jobs or positions to the benchmark class specifications contained in the Maintenance Agreement and forms part of the Maintenance Agreement.

2) Benchmarks

Benchmark class specifications set forth a list of duties by which jobs or positions are distinguished and classified under the Classification System.

Benchmarks also set forth the qualifications appropriate to a position classified to the level of the benchmarks.

Benchmarks do not describe positions. They cover a wide diversity of positions by identifying work duty criteria and qualifications shared by positions at the same classification level and hence the same salary level.

3) **Format of Benchmarks**

(1) All benchmark class specifications are grouped together on a basis of closely related functional activities, fields of work or occupations. Each of these groups is called a “job family”. There are eleven (11) job families in the Classification System:

- 1) Clerical
- 2) Food Service
- 3) Housekeeping
- 4) Laundry
- 5) Maintenance
- 6) Stores
- 7) Trades
- 8) Transportation
- 9) Patient Care
- 10) Patient Care Technical
- 11) Miscellaneous

(2) Within each job family there is a class series. For example:

Job Family:	Food Services
Class Series:	Food Service Workers
Class Series:	Cooks
Class Series:	Bakers
Class Series:	Food Service Supervisors

In some cases there is only one class series in a job family. For example:

Job Family:	Transportation
Class Series:	Transportation

(3) **Benchmark Title**

Each benchmark within a class series is identified as a benchmark title. For example:

Class Series:	Transportation
Benchmark Title:	Transportation Attendant 1

- Benchmark Title: Transportation Attendant 2
Benchmark Title: Transportation Attendant 3
Benchmark Title: Transportation Attendant 4

(4) **Rate**

The salary level for each benchmark is identified as a “rate” and the corresponding dollar amount is in Schedule B of the Maintenance Plan. For example:

Rate: LW

Schedule B - Aug 1/82 \$1,647.00 per month

(5) **Benchmark Definition**

The duties listed in the benchmark class specification are a representative sampling of the kinds of work which will result in a position being classified at the Benchmark Level.

(6) **Qualifications**

The qualifications set forth in a benchmark reflect the standard at that level under the Classification System.

Membership in a professional association or group is not a required qualification for any position under the Classification System.

(7) **Job Descriptions**

All job descriptions must be drafted in a similar format, with definitions and rules as apply to benchmark class specifications.

The qualifications set forth in a job description must be consistent with the qualifications set forth in the benchmark class specifications for that level.

4) **Principles of Classification**

The purpose of benchmarks is to establish the means whereby jobs may properly be classified and distinguished under the broad banding classification system.

To that end, a job should be classified according to:

- (i) the type of duty and level of responsibilities/skills which are performed to an extent material to reasonable standards of job classification; and
- (ii) qualifications that are required;
and consistent with the following:
 - (i) **Integrated jobs.** Where a job encompasses work in two or more benchmark classes but it is administratively impractical to keep track or even identify when the incumbent is

working within one or the other of the classes, she/he should be classified at the highest classification of the jobs being performed.

- (ii) **Substitutional positions.** Where an employee is required to regularly substitute in a higher-rated position over an indeterminate period and/or to carry qualifications that permit him/her to substitute in such higher position, she/he should be classified and paid at the higher classification level.
- (iii) **Special licenses and certificates.** Where an employee is required to carry a special licence, certification or qualification, requiring the equivalent of at least three (3) months full-time study, such as trades qualification, stationary engineer's certificate or practical nurse's license, she/he should be classified consistently with such license certificate or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.

If more than one such license, certificate, or qualification is required to be carried, the highest level of such item shall determine the classification level.

From time to time by direction of statute or professional association, separate certification is required to perform specific work already included in the job scope and requiring no additional training or education beyond the benchmark expectations. Where this occurs, attaining and maintaining the separate certification is the responsibility of the employee and will not constitute grounds for a classification review. The Employer will make every reasonable effort to assist the employee in attaining and maintaining this required certification.

Note: Amendments to section 4(iii) of the Classification Manual are in compliance with an arbitration award by Stephen Kelleher dated December 17, 2001.

Position Not Person

Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

5) Glossary of Terms

(1) Supervision Received:

The type of supervision received is indicated in the benchmark only if it has a direct bearing on the evaluation of a position.

(2) **Direct Supervision:**

All work performed is assigned, checked and continuously observed by the designated supervisor and is performed in sight of the designated supervisor.

(3) **Close Supervision:**

All work performed is assigned and the end product is checked for accuracy and completeness by the designated supervisor.

(4) **General Supervision:**

Work performed is assigned by the designated supervisor with the method/manner of performing the work left up to the employee. Work is checked for completion of tasks rather than for specific detail of duties.

(5) **Supervision:**

Supervision may include but is not limited to, providing input into any or a combination of the following: employee evaluations; organization of employee work assignments; hiring of staff; maintaining departmental standards and procedures.

(a) **Supervisor:**

Employee who gives work direction to subordinate staff including scheduling, arranging vacations and authorizing overtime.

(b) **In Charge:**

Oversee the day-to-day operation of an assigned area. This involves a variety of administrative duties such as making recommendations regarding budget, allocating resources, overseeing and updating standards and procedures and may involve supervision of designated staff.

(c) **Working Supervisor:**

Employee who is a supervisor similar to above but in addition performs hands-on work.

(d) **Lead Hand:**

Employee who performs hands-on work in a group or small section of a department (usually four or fewer employees) and directs work assignments and is responsible for its completion.

Employees providing work direction or supervision must be layered over (i.e. placed at a higher classifica-

tion than) all employees to whom direction or supervision is provided. The resulting classification will be determined by the classification levels of the applicable job family.

(6) **Number of Positions Supervised:**

Regular positions assigned to the area, not full-time equivalents.

(7) **Related Experience:**

Previous experience related to the duties associated with the position.

(8) **Recent Experience:**

Experience acquired within the previous six (6) years.

(9) **Domestic Washers/Dryers:**

Capacity up to fifty (50) pounds (dry weight).

(10) **Non-Domestic Washers/Dryers:**

Capacity of more than fifty (50) pounds (dry weight).

(11) **Technical Typing:**

Deals with specialized terminology such as medical terminology, legal terminology, accounting terminology, etc.

(12) **Direct Billings:**

Billings processed directly to an agency instead of through the Business Office of the facility.

(13) **Assist:**

To work under the direction of another who regularly checks, verifies, reviews, adjusts and corrects the work performed as it is being performed.

(14) **Work Direction:**

Checking, verifying, reviewing, adjusting, correcting, coordinating and/or assigning work to others. May also include training and orientation duties ensuring standardization of procedures.

(15) **Administrative Functions:**

Include any or a combination of: liaising with other departments on work flows and other matters; participating in interdepartmental meetings; coordinating transactions with external agencies on behalf of department; formulating and updating departmental procedures; recommending changes to Administration; compiling statistical reports on departmental activity.

Administrative Levels Duties

First level: As listed above.

Second level: Participates in development and monitoring of departmental budget.

(16) **Secretarial Support Functions:**

Include any or a combination of the following: typing correspondence, memos, reports, minutes, manuals; drafting, composing routine correspondence; arranging meetings; preparing agendas for meetings; taking, transcribing, editing minutes; maintaining appointment book for superior; making travel arrangements.