

**MAINTENANCE 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 Health Service & Support (Community) Subsector.

**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 Health Service & Support (Community) Subsector Collective Agreement. This Agreement, including the Classification Manual, shall be incorporated in and become part of the Collective Agreement.
- 2.2 This Agreement shall be subject to the grievance and arbitration procedures under the Collective 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 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; and
    - v) 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.

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**4. Benchmark Class Specifications**

- 4.1 The benchmark class specifications, hereafter referred to as benchmarks, 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 8.7(d) of the Maintenance Agreement, no new benchmark shall be introduced and no existing benchmark shall be changed except by mutual agreement between the HEABC and the Association. Neither party shall withhold mutual agreement unreasonably.
- 4.2 Each benchmark shall be 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 All job descriptions must be drafted in a similar format to include the job title, the benchmark against which the job has been classified and the classification grid, a job summary, a listing of the typical job duties, and the qualifications required to perform the job.
- 5.3 Each regular employee is entitled to a copy of the recognized job description for his/her position.

**6. Classification of New Jobs and Changes to Existing Jobs or Positions**

- 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 Union 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 Union within twenty (20) calendar days.
- 6.3 Within sixty (60) calendar days of receipt of a notice in accordance with Article 6.1 or 6.2 of the Maintenance Agreement, the Union shall notify the Employer in writing if it objects to the job description and/or classification grid.
- 6.4 Where the Union objects, it shall provide specific details of the objection, and the resolution sought.
- 6.5 Where the Union does not object, in writing, in accordance with Article 6.3 of the Maintenance Agreement, the job description and classification shall be deemed to be established.
- 6.6 Within sixty (60) calendar days of the receipt of an objection under Article 6.3 of the Maintenance Agreement, the Employer shall review the objection and notify the Union and the HEABC of its determination in writing.

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- 6.7 If the Employer's written determination is not acceptable or not provided within the time limit, the Union may, within a further period of thirty (30) calendar days, notify the HEABC and the Employer of the intent to refer the dispute to a Classification Referee for a final and binding decision in accordance with Article 8 of the Maintenance Agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.
- 6.8 Within sixty (60) calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the HEABC, the Employer, and the Union shall attempt to resolve the dispute.
- 6.9 If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The HEABC and the Union shall, within thirty (30) calendar days, submit an Agreed Statement of Facts to the Classification Referee 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 Referee 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. Classification Reviews**

- 7.1 Where the Union or an employee considers that a position is not assigned to an appropriate benchmark, either of them may file a classification review request.
- 7.2 The employee and/or a Representative designated by the Union shall complete a "Classification Review Form" indicating the reasons he/she believes that the benchmark to which his/her position has been matched is inappropriate. The Classification Review Form shall also indicate the benchmark that he/she believes is the appropriate match for the position. The Classification Review Form and any attachments shall be submitted to the Employer.
- 7.3 Within thirty (30) calendar days of the receipt of a Classification Review Form the Employer shall review the request and notify the Union and the HEABC of its determination in writing.
- 7.4 If the Employer's written determination is not acceptable, or not provided within the time limit, the Union may, within a further period of thirty (30) calendar days, notify the HEABC and the Employer of the intent to refer the dispute to a Classification Referee for a final and binding decision in accordance with Article 8 of the Maintenance Agreement. Notification shall include a written submission outlining the basis of the objection and the resolution sought.
- 7.5 Within sixty (60) calendar days of receipt of notification of the intent to refer a dispute to a Classification Referee for a final and binding decision, the HEABC, the Employer, and the Union shall attempt to resolve the dispute.

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7.6 If the parties are unable to resolve the dispute, the Union may refer the matter to a Classification Referee for a final and binding decision. The HEABC and the Union shall, within thirty (30) calendar days, submit an Agreed Statement of Facts to the Classification Referee 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 Referee 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.

**8. Classification Dispute Resolution Process**

8.1 The Classification Referee(s), x, y, and z, shall be mutually agreed to by the HEABC and the Association. 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 Referee may be named.

8.2 The parties shall meet every month, or as often as required, to review outstanding Classification Review Requests referred in accordance with Article 7.6 and to review outstanding objections referred in accordance with Article 6.9 to determine, by mutual agreement, those classification appeals that will be referred to expedited arbitration.

8.3 The HEABC and the Union shall attempt to mutually agree to use an expedited arbitration process to resolve classification disputes. If the parties are unable to mutually agree to submit an outstanding classification review request to expedited arbitration the matter shall be resolved using full arbitration.

8.4 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 the HEABC 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 Referee shall be final and binding on both parties.
- (6) 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.

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- 8.5 Unless mutually agreed, expedited arbitration shall not be used in disputes where the decision may result in the development of a new benchmark pursuant to Article 8.7(d) of the Maintenance Agreement.
- 8.6 Within sixty (60) calendar days of the receipt of an Agreed Statement of Facts or the separate Statements of Facts, the Classification Referee shall make every effort to hear either the full or the expedited arbitration and render a final and binding decision in writing.
- 8.7 The decision of the Classification Referee shall be based upon the same criteria applicable to the parties themselves. The decision of the Classification Referee 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 appropriately describes the type of duties, the overall scope and level of responsibility, and the required qualifications of the position;
  - (c) except as outlined in Article 8.7(d) of the Maintenance Agreement, the job be appropriately classified, provided that the Classification Referee shall not have jurisdiction to classify a job except within the existing benchmarks including the existing classification grids and wage rates;

where the Classification Referee concludes that a position does not conform to an existing benchmark, the Classification Referee shall notify the HEABC and the Union of his/her decision. The HEABC and the Union shall endeavour to establish an appropriate benchmark for the position. Failing mutual agreement by the parties, each party shall make a submission within thirty (30) calendar days to the Classification Referee as to the appropriate benchmark to be established. The Classification Referee shall establish a new benchmark or amend an existing benchmark and the decision of the Classification Referee shall be binding on the parties. The Classification Referee shall also establish 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 Referee shall not have the jurisdiction to establish new wage rates or classification grids** (See Note 1).

- 8.8 Arbitration hearings called by the Classification Referee shall have the same status as an Arbitration pursuant to Article 9 of the Collective Agreement.
- 8.9 The fees and expenses of the Classification Referee for expedited arbitration and arbitration hearings shall be borne equally by the Employer and the Union.

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**9. Pay Adjustments**

- 9.1 Where the rate of pay of a job or position is adjusted upward, the employee shall be placed on the lowest step of the new pay range which will give him/her an increase as follows:
- (1) Where a job has an increment structure based on hours of service the employee shall receive the increment rate that is immediately higher than his/her wage rate immediately prior to the pay rate adjustment. Further increment increases shall be based on hours worked in the job from the effective date of the pay rate adjustment.
  - (2) Where a job has an increment structure based on calendar length of service the employee shall receive the increment rate that is immediately higher than his/her wage rate immediately prior to the adjustment. Further increment increases shall be based on calendar length of service in the job from the effective date of the pay rate adjustment.
- 9.2 The effective date of pay rate adjustments is determined as follows:
- (1) Where a pay rate adjustment occurs as a result of a Classification Review initiated by an employee or the Union, the increase shall take effect on the date the Classification Review Request is received by the Employer.
  - (2) Where a pay rate adjustment occurs as a result of the Employer creating a new position, or revising an existing position, or negotiation or arbitration related to same, the increase shall take effect on the first day an employee occupies the position after it was established or revised.
- 9.3 Where the rate of pay of a job or position 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 or position equals or exceeds it.

**10. 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 incumbent.

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### **Note 1:**

The matter in Bold is resolved with the proviso that the number of grids agreed to will be sufficient for the Association. The Employer does not agree with the Association's position that the default is that the Classification Referee can establish new wage rates if the Association believes that the number of grids are insufficient. In the event the Association maintains that the number of grid are insufficient, the parties reserve the right to arbitrate this issue at a later date if it is not resolved.

## **CLASSIFICATION MANUAL**

### **1. Introduction**

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

### **2. Benchmarks**

- 2.1 Benchmarks set forth the overall scope and level of responsibility and the typical duties by which jobs or positions are distinguished and classified under the Classification System.
- 2.2 Benchmarks also set forth the range or level of qualifications appropriate for a position classified to the level of the benchmark(s).
- 2.3 Benchmarks do not describe jobs or positions. They are used to classify a wide diversity of jobs by identifying the scope and level of responsibilities.

### **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 seven (7) job families in the Classification System:

- 1) Client Services
- 2) Health Services
- 3) Administrative Services
- 4) Food Services
- 5) Environmental Services
- 6) Transportation Services
- 7) Miscellaneous

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### 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: Client Services:**

Benchmark Title:	Community Health Worker X
Benchmark Title:	Community Health Worker Y

### 3.3 **Wage Rate**

Each benchmark shall be assigned a classification grid. Each classification grid has a corresponding wage rate, which is listed in Schedule B of the Collective Agreement. For example: (NOTE: This is for illustrative purposes only.)

**Benchmark Title: Community Health Worker 2**

Classification Grid:	X
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The wage rate for the X Classification Grid, at April 1, 2000 per Schedule B is:  
\$XX.XX per hour

### 3.4 **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 or position 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 Scope and Level Definition.

### 3.5 **Benchmark Qualifications**

- (a) The qualifications set forth in a benchmark reflect the range or 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 subsector.
- (c) Membership in a professional association or group is not a required qualification for any position under the Classification System unless required by legislation or regulation.

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### **4. Principles of Classification**

- 4.1 The purpose of benchmarks is to establish the means whereby jobs may be properly classified and distinguished under the broadbanding classification system. 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.
- 4.2 **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.
- 4.3 **Special Licenses and Certificates:** Where an employee is required to carry a special license such as a certified dental assistant license or practical nurse's license, he/she should be classified consistently with such license, certification, or qualification irrespective of the type of duties and level of responsibilities/skills required to be exercised.
- 4.4 Jobs and positions are classified only by comparison to the benchmarks and not by comparison to other jobs and positions.
- 4.5 Throughout the whole process of evaluating jobs, it is the job that is evaluated and not the employee.

### **5. Glossary of Terms**

<The parties agree that the Glossary of Terms is outstanding, is not the subject of the February 13, 2001 arbitration, and is yet to be discussed.>

1. **Layering over:**  
<AGREED IN PRINCIPLE - The principle of layering over is agreed to. The amount involved in layering over is outstanding, pending development of the wage grid system. The parties reserve the right for the issue to be arbitrated if there is failure to reach an agreement.>