

IN THE MATTER OF A REFERENCE OF DISPUTE PURSUANT TO THE COLLECTIVE AGREEMENTS BETWEEN THE SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS AND SEIU-WEST, CANADIAN UNION OF PUBLIC EMPLOYEES AND SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION REGARDING THE GROUP GRIEVANCE OF PHARMACY TECHNICIANS

BETWEEN:

**SEIU-WEST, CANADIAN UNION OF PUBLIC EMPLOYEES and SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION**

UNIONS

- and -

**SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC.**

REPRESENTATIVE EMPLOYER ORGANIZATION

**MEMORANDUM OF SETTLEMENT**  
**RE: JOINT JOB EVALUATION MAINTENANCE PLAN**

***Preamble***

It is agreed between the Parties that this Settlement shall work in concert with the provisions of the Collective Agreements. Where this Settlement is silent, the Collective Agreements shall govern. In case of discrepancies between this Settlement and the Collective Agreements and in the absence of specific provisions in this Settlement, the terms and conditions of the Collective Agreements will govern.

**I. *Purpose and Scope***

1. The Parties to this Memorandum of Settlement hereby agree that the Parties and the Joint Job Evaluation Maintenance Committee (JJEMC) shall adhere to the provisions and process set out below.

**II. *Definitions***

2. For the purposes of this Memorandum of Settlement, the following definitions shall apply:

- (i) **“classification”** means a job or group of jobs described in a Provincial Job Description;
- (ii) **“education change”** means a change to the educational, technical or professional training required in a classification, whether implemented by legislation, regulation, bylaw of a professional body, post-secondary institution, or Employer requirement;
- (iii) **“group of employees”** means more than one employee from the same department, employed by the same Employer, in the same classification, as contemplated in the Joint Job Evaluation (JJE) Plan Job Review Request form;
- (iv) **“job”** means a collection of duties and responsibilities. One or more employee(s) performing the same or similar duties with similar responsibilities and working under similar conditions are doing the same job.
- (v) **“position”** means the job of an employee;
- (vi) **“Provincial Job Description”** means a written description, approved and adopted by the parties, of the contents of a classification, as evaluated in accordance with the JJE Plan. The contents described include the qualifications and characteristics of the classification, and a summary of the major duties;
- (vii) **“Provincial Review”** means a review by the JJEMC of a Provincial Job Description and the factors pertaining to a Provincial Job Description;
- (viii) **“maintenance request”** means an application consisting of a Job Review Request Form, Job Fact Sheet and revised Provincial Job Description, by an Employer, employee or group of employees, for a review of their position(s);
- (ix) **“reclassify”** and **“reclassification”** means the reassignment of a position from one classification to another existing classification or to a new classification, as the result of a maintenance request;

- (x) **“three parties”** means the Human Resources Department of an Employer, the local Union and the JJEMC Assistant.

### **III. *Review of Positions***

#### **A. *JJEMC Assistant and Three Party Review***

3. Upon receipt of a maintenance request, the Human Resources Department will forward it to the JJEMC Assistant and the local Union within seven (7) calendar days.
4. Within forty four (44) calendar days of the receipt of a maintenance request by the Human Resources Department, the three parties will meet at a time scheduled by the JJEMC Assistant based on the parties' mutual availability. The three parties will consider the maintenance request at the meeting and may make a determination pursuant to paragraph 6, 7 or 8.
5. If a determination is not made, or cannot be made, at the meeting referenced in paragraph 3, within fourteen (14) calendar days following the date of the scheduled meeting the three parties may submit or share any other or further information that may be relevant to the maintenance request. No later than fourteen (14) calendar days following the date of the scheduled meeting, the three parties shall make a determination pursuant to paragraph 6, 7 or 8. If a determination is not made within 14 calendar days of the scheduled meeting, the maintenance request will be immediately forwarded to the JJEMC, with notification to COPs.
6. If the three parties agree that the position warrants a review, and agree that a different existing classification is appropriate, the incumbent employee will be reclassified upon notice to that employee and his/her supervisor. The material will be forwarded to the JJEMC for information purposes only.
7. If the three parties agree that a position warrants a review, and agree that a new classification is appropriate, the incumbent employee will be reclassified upon notice to that employee and his/her supervisor. The JJEMC Assistant will establish an interim wage rate and the Job Review Request Form, Job Fact Sheet, and draft Provincial Job Description will be forwarded to the JJEMC for review.

8. If the three parties are unable to agree that a position has changed sufficiently to warrant a review, or are agreed that a position has changed sufficiently to warrant a review but unable to agree on an appropriate classification in accordance with paragraph 6 or 7, the maintenance request will be immediately forwarded to the JJEMC for review.

9. If there is an adjustment in pay rates arising out of a reclassification pursuant to paragraph 6 or 7, the effective date of such adjustment shall be the date the maintenance request was received by the Human Resources Department.

***B. JJEMC Maintenance Request Review***

10. In respect of every maintenance request received by the JJEMC, the JJEMC shall:

- (a) If it determines that the position is classified appropriately, close the maintenance request; or
- (b) If it determines that the position is not classified appropriately, reclassify the position to an appropriate existing classification, and close the maintenance request; or
- (c) If it determines no existing classification is the appropriate classification for the position, create a new classification, reclassify the position to the new classification, and close the maintenance request.

11. For greater certainty, the JJEMC will make one determination regarding a maintenance request based on its merits and in accordance with the options set out in paragraph 10(a), (b) or (c). Any change to the content and/or rating of an existing Provincial Job Description can only be made following a Provincial Review. A maintenance request is a review of a position or group of positions, and a Provincial Review is a review of a Provincial Job Description. The foregoing language is meant to distinguish between a maintenance request and a Provincial Review. The JJEMC shall conduct its reviews and make its determinations in accordance with the established principles and terms of the JJE Plan.

12. If the JJEMC does not make a determination pursuant to paragraph 10 within one hundred fifty (150) calendar days of the date the maintenance request was received by the

Human Resources Department, it shall be forwarded to a Dispute Resolution Chairperson pursuant to JJEMC Letter of Understanding - VII Dispute Resolution Process – Appendix B.

13. Every maintenance request that:

- (i) Is received by a Human Resources Department following the JJEMC's call for a Provincial Review and before the conclusion of the Provincial Review by the JJEMC or a Dispute Resolution Chairperson, as the case may be; and
- (ii) Concerns a position with the same Provincial Job Description, at the time of the call for a Provincial Review, as the Provincial Job Description subject to the Provincial Review;

shall not be reviewed under paragraphs 6, 7 or 10, and any determination of the JJEMC that affects the rate of pay of the position(s) shall be deemed to have arisen out of the Provincial Review. The maintenance request may be re-submitted to the Human Resources Department following the conclusion of the Provincial Review.

14. Any change in rate of pay arising out of a reclassification by the JJEMC under paragraph 10, or a reclassification by the Dispute Resolution Chairperson under paragraph 12, will be effective retroactive to the date the maintenance request was received by the Human Resources Department.

#### **IV. *Review of Provincial Job Descriptions***

##### **A. *JJEMC Provincial Reviews***

15. A Provincial Review is initiated by the JJEMC through a call for information from affected employers and employees. The JJEMC may call for a Provincial Review at any time.

16. The JJEMC shall call for a Provincial Review:

- (a) Forthwith, if it determines, on the basis of any information in its possession, including any information received during a JJEMC maintenance request review, that there is, or is likely to be a change to a Provincial Job Description; or

- (b) Upon the joint request of a Provider Union and SAHO; or
- (c) Upon the request of the Committee of the Parties (COPs).

17. The JJEMC shall conclude a Provincial Review within one hundred fifty (150) calendar days after it is called. If a Provincial Review is not concluded within one hundred fifty (150) calendar days, it shall be forwarded forthwith to a Dispute Resolution Chairperson pursuant to JJEMC Letter of Understanding – VII Dispute Resolution Process – Appendix B.

18. At any time after the first meeting of the JJEMC deliberating the information returned by the call for a Provincial Review, any member of the JJEMC, or any duly authorized representative of a Provider Union or SAHO, may ask the JJEMC, in respect of any disputed job factor rating, whether a consensus exists. If there is no consensus, the Provincial Review shall be forwarded forthwith to a Dispute Resolution Chairperson.

19. Except as provided for in paragraph 13, if a position is simultaneously subject to both a maintenance request and an ongoing Provincial Review, it shall be dealt with in accordance with paragraph 10.

20. The JJEMC shall meet at least monthly, except as otherwise directed by COPs.

21. Any change in rate of pay arising out of a Provincial Review conducted by the JJEMC or determined by the Dispute Resolution Chairperson will be effective the first Sunday following the date of the decision of the JJEMC or Dispute Resolution Chairperson as the case may be, or the date that is one hundred fifty (150) calendar days after the call for a Provincial Review, whichever is earlier.

#### **B. *Education Changes***

22. Notwithstanding any other provision herein, no position, Provincial Job Description or classification shall be reviewed by the three parties or the JJEMC solely on the basis of an education change.

23. The JJEMC Assistant shall determine and apply the effect of an education change, if any, on the education factor rating of the Provincial Job Description. The determination of the

JJEMC Assistant may be referred by a Union or SAHO to a Dispute Resolution Chairperson pursuant to JJEMC Letter of Understanding – VII Dispute Resolution Process – Appendix B for review.

24. The effective date of any adjustment in pay rates arising out of an education change affecting a Provincial Job Description shall be:

- (a) if the education change is effected by legislation, the date the legislation comes into effect;
- (b) if the education change is effected by a professional or licensing organization, the effective date of the education change imposed by that organization;
- (c) if the education change is effected by an educational institution, the graduation date of the first class possessing the education change; and
- (d) if the education change is effected by any other means, the date of the first posting of any position by an employer requiring the applicant's possession of the education change.

#### ***V. Dispute Resolution Process***

25. If the JJEMC does not reach a consensus on a review of a position (maintenance request), or a review of a classification (Provincial Review), within 150 calendar days from the date it was received or initiated, respectively, it shall be referred to a Dispute Resolution Chairperson pursuant to JJEMC Letter of Understanding – VII Dispute Resolution Process – Appendix B. Nothing contained in this Memorandum of Settlement would preclude the parties, through COPs, from meeting to determine if the dispute can be resolved prior to submission to the Dispute Resolution Process.

26. A Dispute Resolution Chairperson shall be selected on a rotating basis, subject to availability, from a list of three (3) candidates as maintained by the parties. If there are no available candidates to act as Chairperson, the Parties can mutually agree on an alternate Chairperson for the dispute. A Dispute Resolution Chairperson shall have the ability to make any decision the JJEMC would be able to make.

27. The Dispute Resolution process shall be convened by the Dispute Resolution Chairperson within a period of fifteen (15) calendar days from:

- (a) Referral of a maintenance request review or Provincial Review by the JJEMC; or
- (b) Expiry of timelines for the JJEMC to make a determination as per paragraph 12 or paragraph 17; or
- (c) A written notice of review of a determination of the JJEMC Assistant.

28. The Dispute Resolution Chairperson shall render a decision within a period of thirty (30) calendar days from the date it is convened. This time limit may not be waived except with the unanimous agreement of SAHO and each Provider Union.

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DATED at Saskatoon, in the Province of Saskatchewan, this 16 day of December, 2015.

SASKATCHEWAN ASSOCIATION OF HEALTH ORGANIZATIONS INC.

Per: 

DATED at Saskatoon, in the Province of Saskatchewan, this 10<sup>th</sup> day of December, 2015.

SEIU-WEST

Per: 

DATED at Saskatoon, in the Province of Saskatchewan, this 10<sup>th</sup> day of December, 2015.

CANADIAN UNION OF PUBLIC EMPLOYEES

Per: 

DATED at Saskatoon, in the Province of Saskatchewan, this 10<sup>th</sup> day of December, 2015.

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION

Per: 