

LETTER OF UNDERSTANDING
BETWEEN
SASKATCHEWAN ASSOCIATION OF
HEALTH ORGANIZATIONS (SAHO)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE) – #27
AND
SERVICE EMPLOYEES INTERNATIONAL UNION – WEST (SEIU-West) – #32
AND
SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU) – #16

Re: Joint Job Evaluation Maintenance Plan

I JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)

1. The parties shall maintain a joint Union/Management maintenance committee.
 - a) The committee shall be gender neutral and consist of **six (6)** members; at least 50% of which must be women.
 - b) The committee membership shall be **one (1)** CUPE, **one (1)** SEIU-West, **one (1)** SGEU and **three (3)** Employer representatives.
 - c) **Two (2) Union** and **two (2)** Employer members shall be necessary for a quorum. **In the case of a specific classification request, the representing union must be one of the two (2) Union members present to constitute quorum.**
 - d) Committee members shall be rotated with the objective that the typical term of service is two (2) years.
2. The individual who will assist the Joint Job Evaluation Maintenance Committee (JJEMC) will be jointly selected by the Unions and SAHO and be compensated by SAHO.
3. The JJEMC members, the Assistant and others that work with the Plan shall be trained on the application of the Plan and in the principles of "Equal Pay for Work of Equal Value".
4. The JJEMC will be responsible for receiving all job data. The JJEMC will review the job data for completeness, perform a job analysis, consolidate the data and rate the jobs.
5. The JJEMC will maintain the integrity of the Plan.
6. The JJEMC will conduct research necessary to carry out its duties.
7. The JJEMC will be responsible for maintaining all Plan documentation as well as recording, in writing, the group consensus rationale and unanimous agreements.
8. The JJEMC shall operate by consensus and shall meet when necessary but at least once every two (2) months.

9. If the JJEMC cannot reach consensus on any matter, it will be dealt with pursuant to the dispute resolution process **as found in Article VII Dispute Resolution Process (Appendix B)**.
10. JJEMC members shall excuse him or herself from the maintenance process for a position where the committee or a member has identified a conflict of interest. **Notwithstanding Article 1. c), quorum shall be obtained by the presence of the other members representing the Unions or the Employer.**

Conflict of interest includes, but is not limited to, classification decisions on jobs:

- * In their **classification where the committee member shall retain voice but will not participate in the consensus decision**
- * Encumbered by family members or personal friends
- * For which they have declared a bias for, or against, and
- * For which they are the immediate in-scope or out-of- scope supervisor.

11. **Each Party will be responsible for the costs and expenses of their respective members of the Joint Job Evaluation Maintenance Committee (JJEMC). SAHO will be responsible for the meeting room and midday meal costs during meeting days.**

II THE ROLES AND AUTHORITY OF THE MAINTENANCE COMMITTEE

12. **Sole responsibility for maintaining the Job Fact Sheets (JFS), the Rating Rationales (RR) and the Job Descriptions (JD) and modifies and creates new JFS, RR and JD as required.**
13. Develops and maintains an educational program regarding the principles of the plan and how it works.
14. Maintains the notes to raters through additions or amendments of notes.
15. Develops a process, in accordance with pertinent Collective Bargaining Agreements, to evaluate all changed and new jobs following the general principles outlined in the Plan.
16. Endeavours to review 20% to 25% of all jobs each year with priority given to jobs that have changed or jobs that have not been reviewed for some time.
17. Provides the Employers' and the Unions' current job descriptions and other data that constitutes the Plan.
18. Rates new and changed jobs. **The JJEMC decision is final and binding. Any subsequent submission of information will constitute a new maintenance request.**
19. Upholds the integrity of the Plan through the adjudication of disputes regarding the assignment of factor ratings to the job assignment. In this regard, management members of the panel do not represent nor advocate for Employers and the Union members do not represent nor advocate for the employee.

20. Questions information presented to determine if it meets the requirements in the notes to raters and the intent of the degree definition within the factor.
21. Ensures, where necessary, that information presented is verified as legitimate duties and responsibilities of the job assignment. The JJEMC has the authority to obtain information through questioning and written documentation, to substantiate any statements.
22. Only the JJEMC shall be authorized to sign off the classification level of any job within the plan.

III JOINT JOB EVALUATION COMMITTEE ASSISTANT

23. The Assistant will work with Employer Human Resource Departments and Local Unions to determine if existing job descriptions and job ratings can be applied to New Job or Changed Job (Reclassification) requests.
24. The Assistant will determine interim wage rates in order to post new jobs.
25. The Assistant will forward, all information regarding specific requests under articles 23 and 24 of this agreement, to the JJEMC for review.
26. The Assistant will also conduct research, assist with problem solving, provide administrative support (book meetings, record, keep and update databases, administration, documentation, etc.), ensure all parties are made aware of the JJEMC yearly program and perform other duties determined by the JJEMC Committee.

IV JOB RATINGS

In the application of the Manual, the following general rules shall apply:

27. It is the content of the job, and not the performance of the Employee(s) that is being rated.
28. Jobs are rated without regard to existing wage rates.
29. Jobs are rated and ranked by comparing the specific requirements of the job to the sub-factor definition, guidelines and explanations and notes to raters.
30. Each job will be rated relative to and consistent with all other jobs rated under the Manual.
31. The factors and sub-factors must have an impact on all jobs being rated.
32. A factor rating cannot be adjusted if the duties or responsibilities have been credited in another factor, as this would represent bias due to double crediting.
33. Errors in rating shall be corrected and are not precedent setting.
34. Rating decisions shall include a "sore thumbing" process to ensure consistency in Committee decisions.

V INITIATING THE REVIEW OF A NEW JOB

35. When the Employer creates a new job, the supervisor will complete a Job Review Request Form and a Job Fact Sheet based upon the qualifications and/or the duties proposed for the job. The foregoing will be submitted to the appropriate Human Resources Department.
36. Within five (5) working days, the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
37. Within fourteen (14) working days, the Human Resources Department and Local Union will arrange to meet with the JJEMC Assistant to determine if an existing job is appropriate. All material will be forwarded to the JJEMC for review.
38. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant agree that an existing job description and job rating are appropriate, the job will be posted and an appointment made.
39. If the Human Resources Department and the Local Union, with the assistance of the JJEMC Assistant do not agree that an existing job description and job rating are appropriate, the Job Fact Sheet and job description will be forwarded to the JJEMC for review.

NOTE: The posting of a new position will not be delayed by a JJEMC review. **The** JJEMC Assistant will establish an interim wage rate in order that the new job may be posted immediately.

- 39.1 Also see the attached flow chart titled "Maintenance Procedure New Job".

VI INITIATING THE REVIEW OF A CHANGED JOB (RECLASSIFICATION)

40. Either an employee or supervisor **will** complete a Job Review Request Form, a Job Fact Sheet and changes to the **current provincial** job description if they believe qualifications and/or the duties of a job has changed. The foregoing will be submitted to the appropriate Human Resources Department.
41. Within five (5) working days the Human Resources Department will forward copies of the above to the Local Union and the JJEMC Assistant.
42. Within fourteen (14) working days, the Human Resources Department and the Local Union will arrange to meet with the Assistant, to determine if the job has changed sufficiently to warrant a review. The three (3) groups will determine if there is an existing job description and job rating that are appropriate. The material will be forwarded to the JJEMC for review.
43. If the Human Resources Department, the Local Union and the Assistant agree that an existing job description and job rating are appropriate, the job will be reclassified immediately and the employee and the supervisor notified. The material will be forwarded to the JJEMC for information purposes **only**.

44. If the Human Resources Department and the Local Union with the assistance of the JJEMC Assistant cannot agree that an existing job description and job rating are appropriate, the material will be forwarded to the JJEMC for review.
45. Any adjustment in pay rates will be effective the date the Review Request Form **and all associated required documentation as referenced in 40.** was received by the Human Resources Department.
- 45.1 Also, see attached flow chart titled "Maintenance Procedure Reclassification".

VII DISPUTE RESOLUTION **PROCESS** (See **Appendix B**)

46. ~~The JJEMC shall refer unresolved disputes to a Dispute Resolution Tribunal process.~~
47. The Dispute Resolution ~~Tribunal~~ **process** is comprised of **a Chair** chosen by the parties from a mutually agreed to list **or to a panel where agreed by the parties.**
48. The jurisdiction of the Dispute Resolution **Chair** shall be limited to the matter in dispute as referred to by the JJEMC.
49. The decision of the Dispute Resolution **Chair** shall be final and binding upon the parties.
50. The parties further agree that this Dispute Resolution protocol must be timely and cost-effective.

VIII INFORMATION TO THE PARTIES

51. The JJEMC will provide the parties with a quarterly report containing the following information:
- > A summary of all reconsideration requests received this quarter.
 - > A summary of all reconsideration requests carried forward from previous quarter.
 - > A summary of all decisions.
 - > **Notification of changes** to the Provincial Job Fact Sheets, **Rating Rationales** and Job Descriptions.
 - > **Notification of the creation of new Job Fact Sheets, Rating Rationales and Job Descriptions.**

The parties hereto have affixed their signatures this 26th day of October, A.D. 2010

SIGNED ON BEHALF OF THE
SASKATCHEWAN ASSOCIATION
OF HEALTH ORGANIZATIONS

SIGNED ON BEHALF OF
CUPE/SGEU/SEIU
