ARTICLE 13 JOB EVALUATION SYSTEM

13.1 General Parameters

- 13.1.1 The employer shall establish and maintain a job evaluation system which will be utilized to evaluate jobs. Amendments **may** be made from time to time **in consultation with the union** as changes in the organization and work assignments require. All jobs in the bargaining unit shall be allocated to one of the **existing** pay bands.
- 13.1.1.1 Copies of **job description** will be forwarded to employees when requested. Access to the job evaluation **system** will be provided to the members of the Bargaining Committee.
- 13.1.1.2 Following a **position** rating, the decision, **the job description** and accompanying rationale shall be provided to the submitting employee(s), immediate supervisor, out-of- scope manager and the union.

13.2 New Jobs

- All new jobs shall be evaluated in accordance with this article. All jobs shall have a **job questionnaire** developed and electronically forwarded to Human Resources for date stamp and coordination of the process. It is the intent of the employer to have the **position** evaluated before the position is posted or advertised.
- 13.2.1.1 In the exceptional circumstances when the employer is unable to complete the process before the position is filled the employer may assign the position a temporary pay band subject to evaluation of the position. This will be noted on the posting or advertisement.

13.3 Job Evaluation Committee (JEC)

13.3.1 The employer agree**s** to establish and maintain a Job Evaluation Committee which will evaluate all new jobs and any jobs where there is a significant change in duties or responsibilities.

13.4 Requests for Re-evaluation of a Job

- 13.4.1 Where there is a significant change in duties or responsibilities, or when at least five (5) years have elapsed since the last evaluation, a request for re-evaluation may be made as follows:
 - a) the employee, union or employer shall make a request for

re- evaluation of a job in writing to the human resource consultant. Upon review and completion of changes made in the position's job questionnaire, in consultation with any incumbents and approved by their immediate and their out-of-scope supervisor, it will be submitted for review. The date of the retroactive pay shall be no later than sixty (60) calendar days following the date the employee submits the fully completed job questionnaire. The employer shall complete the review and approval of a revised job questionnaire, and submit to JEC, within sixty (60) calendar days of submission of a job questionnaire to the immediate supervisor.

- b) within ten (10) working days of receiving the out of scope approved request for re-evaluation Human Resources will provide written acknowledgment of receipt of the request to the employee and the campus union chair and forward the request to the JEC for re-evaluation.
- requests for re-evaluation **should** be evaluated on a first infirst out basis. Every reasonable effort will be made to re-evaluate positions within 60 calendar days.

13.4.2 Changes in Pay Band

- 13.4.2.1 If the JEC determines that the position shall be assigned to a different pay band, the following shall apply:
 - a) the re-evaluation, with the name(s) of the incumbent(s), the job title, and the division/department, will be posted on the publicly accessible careers web page for information purposes. Job descriptions will be available for employee perusal upon request to Human Resources.
 - b) if the request for re-evaluation is due to a change in job duties, the incumbent shall remain in the position but the job will be posted subject to challenge from more senior employees **once the dispute process is completed where applicable**, in the original or a lower pay band(s), from the locale within the division/department who could readily have been assigned the duties, if the change in duties hasn't already been posted under article 4.15.2. If a challenge is successful, the challenger shall be appointed to the job once the incumbent has been laid off and exercised their options contained in article 7.6.
 - c) a re-evaluation resulting in a change of pay bands shall be effective the next pay period following the employee's electronic submission for review. Assignment to a higher pay band shall be on the basis of article 10.5.1. If the re-evaluation was requested by the employee or union and

results in an assignment to a lower pay band, the provisions of article 10.6.1.1 **and 10.6.1.2** shall apply.

If the re-evaluation was requested by the employer and results in an assignment to a lower pay band, the employee may request, and the employer will allow, the employee to exercise their rights under article 7.6, or the provisions of article 10.6.1.1 and 10.6.1.2 shall apply.

Incumbents may not exercise their rights under article 7.6 until the timelines of the dispute process is completed.

13.4.3 **Dispute** Process

13.4.3.1 If the employee, union or employer is dissatisfied with the final determination resulting from a re-evaluation, the decision can be disputed. The parties will have twelve (12) working days from receipt of notification of the re-evaluation to file a dispute in writing to Human Resources.

If it is the employee(s) that disputes the final decision they must within (5) days of receipt of notification of the re-evaluation provide notification to the campus chair or designate their desire to dispute the decision. The campus chair or designate, may lodge a dispute on behalf of the employee within the remaining twelve (12) day time frame from original receipt of notification of the re-evaluation.

- 13.4.3.2 Within sixty (60) calendar days of when the **dispute** was filed, **the dispute** will be heard by a single mutually agreed upon adjudicator.
- 13.4.3.3 The **agreed upon adjudicator** shall, in accordance with the job evaluation tool, direct that one (1) of the following take place in respect of each **dispute**:
 - a) that the **disputed** position be designated to an existing pay band; or
 - b) that the re-evaluation decision is correct and will be upheld resulting in the **dispute** being **dismissed**; or
 - where no appropriate pay band exists the salary table will be reviewed with the intent to appropriately accommodate the disputed job

13.4.**3.4** Decisions of **the agreed upon adjudicator** are final and

binding upon Saskatchewan Polytechnic, the union, and the employee and are not subject to grievance with the exception of allegations the adjudicator acted in a manner that was not bona fide, fair, reasonable, non-arbitrary and non-discriminatory.

- 13.5 <u>Evaluation Framework Review Committee (EFRC)</u>
- 13.5.1 The employer and union agree to establish and maintain an Evaluation Framework Review Committee which will review the job evaluation framework in an effort to ensure the integrity, trust and confidence of the job evaluation process for all stakeholders.
- 13.5.1.1 The EFRC shall be composed of:
 - a) Two (2) members approved by the union;
 - b) Two (2) members approved by the employer;
- 13.5.1.1.1 The Evaluation Framework Review Committee (EFRC) will meet twice a year.
- 13.5.1.1.1.1 Representatives of the EFRC shall be granted leave with pay as required in order to prepare for and participate in meetings of the committee subject to the prior approval of the associate vice president, human resources, or designate.
- 13.5.1.1.2 All costs associated with the operation of the EFRC will be paid by Saskatchewan Polytechnic, including all travel, sustenance, clerical support and other common expenses associated with either committee, subject to the prior approval of the associate vice-president, human resources, or designate.
- 13.5.1.1.1.3 The role of the EFRC includes, but is not limited to:
 - a) Reviewing the overall integrity of the job evaluation process
 - b) Reviewing benchmarks, at least biennially, to ensure appropriateness and to maintain consistency with the evaluation process.
 - c) Working with the Manager Total Rewards to develop training and informational resources regarding the plan and processes.
 - d) Providing recommendations to ensure the integrity, trust and confidence of the job evaluation system.

LETTER OF UNDERSTANDING JOB EVALUATION SYSTEM

Between

SASKATCHEWAN POLYTECHNIC (Sask Polytech)

And

THE PROFESSIONAL SERVICES BARGAINING UNIT (PSBU)

of

SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION (SGEU)

RE: TRANSITION OF THE JOB EVLAUTION SYSTEM

Whereas Sask Polytech and PSBU have agreed to utilize the Encompassing Visions rating system for all PSBU positions, and;

Whereas the language within Article 13 "Job Evaluation System" found in July 1, 2016 to June 30, 2022 collective agreement between the parties no longer reflects the agreed upon process, and;

Whereas it is a desire of both parties to efficiently transition all PSBU positions into the new Encompassing Visions rating system.

Therefore, the parties agree to the following:

1) Every effort will be made to review all current PSBU positions utilizing the Encompassing Visions rating system by December 31, 2024. In the event Saskatchewan Polytechnic not be able to meet this timeline, they shall request from PSBU an extension and provide rationale as to why such extension is required. The union agrees that any requests for extensions shall not be unreasonably denied.

Furthermore, the parties agree that there will be consultation throughout the process of reviewing all positions as to the progress and timelines.

2) Amendments to article 13 "Job Evaluation System" agreed to by the parties and attached to this LOU will be in effect until such time the parties ratify a new collective agreement and at which time such amendments will further be reviewed and negotiated as necessary to form part of the new collective agreement.

Signed on behalf of: Professional Services Bargaining Unit		Signed on behalf of: Saskatchewan Polytechnic
Deb Zawada – Wiebe PSBU Chair		Dylan Botting HR Advisory Services Manager
Kathy Mahussier Labour Relations Officer SGEU		Lolita Humm Director Employee Relations
Dated at Saskatoon, Saskatchewan this	day of	. 2023