

Notes on the JJE Dispute resolution Tribunal Decision dated January 11, 2005

On January 11, 2005, the Joint Job Evaluation Dispute Resolution Tribunal released its decision with respect to issues that concerned SEIU members. One issue was retroactivity payments surrounding the lump sum amount, specifically a) eligibility and calculation criteria; b) retro pay for retirees, and; c) what constitutes “paid leaves” for the purpose of calculating retroactivity. The other issue was about the interpretation of the “grandfathering” clause (Clause 8.2)

The Tribunal decided the following:

To be eligible for the lump sum payment in lieu of retroactivity pay, employees had to have worked in positions to which a JJE increase applies, at any time during the eligibility period of April 1, 2001 to March 31, 2003. The Employees had to have been on staff October 3, 2003 or have retired during the period of eligibility.

For employees other than retirees, the amount of payment is based on employment status, which is based on regular hours worked and paid leaves, during the second year of the eligibility period. Full time employees will be paid \$1000.00 and OTFT employees will receive a pro-rated amount.

Retirees who retired in the second year of the eligibility period will receive payment based on their employment status at the time of retirement. Retirees who retired during the first year of the eligibility period will have their employment status determined based on their last 52 weeks of employment immediately prior to their retirement.

Paid Leaves of Absence

Recognized paid leaves of absence for the purpose of calculating employment status are only those paid leaves recognized in the three Collective Agreements and WCB payments up to one year. This excludes such payments as DIP payments, EI payments and SGI payments, for example.

Deemed Equivalencies

Article 8.2 “Non-Qualified Incumbents” states that “Effective date of signing [October 3, 2003] all employees shall be grandfathered with qualifications equivalent to that of the classification in which they have been placed.” The Tribunal decision states that this clause **shall not** be interpreted to require non-qualified but grandfathered incumbents to meet the qualifications of a new position to which they may move. The Union’s position is that movement from one position to another may be a) within a classification, b) among classifications, c) among bargaining units, and d) among unions. The tribunal did not set out any prohibition or restriction on the proposition that a “grandfathered” employee can move to new positions, wherever those positions exist, that require qualifications that are equivalent to the qualifications of the classification the employee was placed in on October 3, 2003.

