

IN THE MATTER OF AN ARBITRATION
BETWEEN:
GOVERNMENT OF SASKATCHEWAN
REPRESENTED BY THE PUBLIC SERVICE COMMISSION
(the "Employer")
AND:
SASKATCHEWAN GOVERNMENT & GENERAL EMPLOYEES' UNION
(the "Union")
(Pamela Hintz Grievance #1999-568-004-S)
ARBITRATOR: Vincent L. Ready
COUNSEL: Norma Reynolds
for the Employer
Larry Dawson
for the Union
HEARING: September 24, 25
and 26, 2008
Regina, Saskatchewan
PUBLISHED: November 4, 2008
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The parties agreed this board of arbitration was properly constituted under the procedure for settling grievances set out in the Recommendations dated January 24, 2007 submitted to the parties to settle their collective bargaining dispute.

The process provides for the mediator(s)/arbitrator(s) to determine their own process in consultation with the parties on a case-by-case basis. More specifically, in certain cases, where there are no factual issues in dispute, binding decisions will be issued by the arbitrator(s) relying on the submissions of the parties, and any related documentary evidence.

In other cases the arbitrator(s) may, where there are factual issues in dispute, in consultation with the parties, hear evidence on disputed matters only and render a final and binding decision with or without reasons.

This case concerns a grievance brought by the Union on behalf of Pamela Hintz, the grievor, alleging that her academic qualifications were the equivalent of a professional degree and as a result, she was entitled to increased compensation from her date of hire.

BACKGROUND

The material facts are not in dispute. Ms. Hintz commenced employment at the Saskatoon Correctional Centre on April 6, 1998 at the Corrections Worker 1 training rate. At that time, Letter of Understanding #98-16 was in force and included a provision under Note 3.2 for employees with a professional degree to be hired at the third step of the range. It also included a provision under Note 3.4 for employees later acquiring a professional degree to be granted a three step adjustment within their range (subject to the range maximum). At the time of her hire, Ms. Hintz possessed an applied diploma in the field of youth care from Saskatchewan Kelsey Institute and was working on the completion of Bachelor of Arts and Bachelor of Social Work degrees. She

wrote to the Employer on August 13, 1998 contending that this qualified her for professional pay and asking for the appropriate retroactive pay adjustment. The Employer disagreed with this contention and indicated that her academic qualifications were not considered to be equivalent to a professional degree in Social Work.

The Public Service Commission has established guidelines that must be met to conclude that an individual's qualifications are of equal or comparable value to a professional applied degree or university certificate in social work, human justice or criminology. These guidelines are:

- 1) incorporate the study of a systematic body of knowledge within a degree or certificate program or a recognized university.
- 2) contain at least two years of applied course work which is related to the position assignment.
- 3) include the integration of applied course work with a practicum which is an essential requirement for granting the credential.

POSITIONS OF THE PARTIES

The Union asserts that in the past the Employer has accepted a two-year certificate program, with a practicum, as equivalent to a professional degree for pay purposes, and that this case is entirely similar and should be treated in the same fashion. It is the Union's contention that the certificate that Ms. Hintz held on her hire meets all three of the criteria established in the Public Service Commission guidelines – there is a systematic body of knowledge in the Youth Care Facility Worker program, it contains two years of applied course work related to the position, and it integrates course work with more than 1000 practicum hours – and as a result entitles her to a pay adjustment under Letter of Understanding #98-16 Note 3.2. It is alternatively argued, that if she was not considered to have professional status on hire, she acquired it in late 4

1998, when she obtained a Bachelor of Social Work degree and as a result, should be entitled to a pay adjustment under Letter of Understanding #98-16 Note 3.4.

The Employer argues that when assessing her qualifications against the Public Service Commission guidelines, it was concluded that the two-year certificate in Youth Care did not provide the theoretical body of knowledge equivalent to a degree and that the practicum was not comparable to the supervised placements associated with an applied professional degree. As a result, it is argued that Ms. Hintz was not entitled to consideration under Letter of Understanding #98-16 Note 3.2. It is further asserted that she was not entitled to consideration under Letter of Understanding #98-16 Note 3.4 as this provision expired on September 30, 1998, before she obtained her Bachelor of Social Work degree.

DECISION

I have reviewed the submissions of the parties and the relevant

documents pertaining to those cases. Accordingly, I make the following findings.

First, I will address the issue of entitlement under Letter of Understanding #98-16 Note 3.4. This note deals specifically with situations where an employee obtains a degree subsequent to commencing employment, as was the case with Ms. Hintz in late 1998. However, as the Employer points out, this provision expired and was not in force in the Collective Agreement when she completed her degree. Therefore, any consideration under Note 3.4 is denied. The balance of my decision relates to Letter of Understanding #98-16 Note 3.2.

The Employer has the authority to determine the minimum qualifications of a position and the responsibility to assess the equivalency of academic

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qualifications against the minimums they establish. It is not inherent on me to decide if the criteria it has set are appropriate, or even if the qualifications of a specific individual are equivalent. The issue that I need to decide is whether or not the Employer has assessed the criteria they have set in a reasonable, fair and consistent manner.

It is well established that the Employer has considered a two-year certificate in social work or human justice as “equivalent” to a four-year degree so it is in this context that I have to determine appropriateness of the determination made. The issue is whether a two-year diploma in the Youth Care Facility Worker program should have been considered equivalent to the two-year certificate programs above, and it does not have to meet the test of being equivalent to a four-year degree. In addition to completing the Youth Care program, at the time of hire Ms. Hintz had also completed work toward a Bachelor of Arts and Bachelor of Social Work degree and the University of Regina had awarded her with transfer credits for her youth care studies at Saskatchewan Kelsey Institute.

Based on all of the information provided to me and my comments above, I conclude that the Employer, acting in a reasonable manner, ought to have considered the academic qualifications possessed by Ms. Hintz when she joined the Saskatoon Correctional Centre, as equivalent to a professional degree.

Therefore, I allow this grievance and award back pay to Ms. Hintz in accordance with Letter of Understanding #98-16 Note 3.2.

I retain jurisdiction in this matter to determine the precise amount of back pay due to Ms. Hintz should the parties be unable to agree.

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It is so awarded.

Dated at the City of Vancouver in the Province of British Columbia this 4th day of November, 2008.

Vincent L. Ready