
GROUNDBREAKING JOB EVALUATION AND PAY EQUITY AGREEMENT WITH UNIVERSITY
April 20, 2011

The Union has reached a tentative Job Evaluation and Pay Equity agreement with the University of Toronto which, if ratified, will deliver salary increases and retroactive pay for most USW members. For all members, it means a fair and transparent system for determining the classification and pay level for jobs. This agreement flows from the Local's decision after its 1999 certification to challenge the University's arbitrary classification system by carrying out a job evaluation process which would result in both pay equity under the *Pay Equity Act* and internal equity - that is jobs are paid fairly.

Local 1998 members now have an opportunity to vote on the agreement, which was reached after years of detailed job analysis, member questionnaires, sophisticated number crunching, and ultimately tough bargaining to settle the last remaining issues. The Union's Job Evaluation Committee, trained in job evaluation and pay equity, worked hard over many years to bring fairness and equity to members.

Under the agreement, approximately...

- **2,400 USW members will receive salary increases and retroactive pay to July 1, 2007 as their salaries were below the new pay line**
- 400 USW members will see no change as their salaries were on the new pay line
- And 469 USW members will be "green circled" as their salaries were above the new pay line.

("Green circled" refers to jobs whose current pay level is above the pay line set by the new system. Those members see no change as they will continue to receive future negotiated increases. New hires would start at the lower rate).

The agreement also includes:

- A fair and transparent **joint** (USW and U of T) process for new job creation and job reclassification, with access to expedited mediation/arbitration where agreement with the University cannot be reached.
- **Transparent "Factors and Weights"** - the SES/U job classification criteria which determine pay levels - will be available for all to see for all USW jobs. Everyone will have the same ability to make sure their work is fairly classified and paid.
- For current employees and members who retired after July 1, 2007, the retroactive pay will count toward calculating pension entitlements.

We have also negotiated a major improvement to the reclassification process as the University has moved from maintaining that classification is its sole responsibility to agreeing that managers must pro-actively monitor work changes for their classification impacts. Employees will have a fair system for requesting reclassification with union involvement. New positions, including those created as a result of restructuring, must be put through the SES/U system and the union can contest its classification and pay band.

The new reclassification process will be online, making it easier for USW members to request reclassification where their job has changed. Starting now, you can send an email to both your supervisor and HR person to

request a reclassification of your position. The union is setting up a drop in centre for members who want help with their reclassification request and we will provide more information to members about how to handle reclassifications. There will be specific hours set at the UTM and UTSC union offices.

The hard work of the union's committee showed clearly that the University's old system resulted in widespread and arbitrary misclassification of jobs, with a large majority being underpaid for the work they did. The new system achieves pay equity for female-dominated job classes, as required by Ontario law, but goes significantly beyond the legal minimum to apply fair criteria to all jobs, whether determined to be female-dominated, male-dominated or neutral. **The union is recommending ratification.**

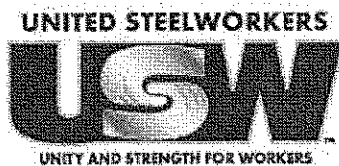
Details of how the new system will apply are complex. The full text of the agreement is available at <http://usw1998.ca>. In addition, the union is sending e-mails to each member with specific information about which job class they are now in.

The new wage grid would take effect on July 1, 2011. That is also the effective date of our new collective agreement, so whatever pay raises we are able to negotiate would be applied on top of the new grid of job classes.

Members will vote on acceptance of the new plan on April 26th, 2011.

Timeline:

Date	
1-Jun-11	Job Evaluation maintenance protocol in effect.
1-Jun-11	Wave 7 incumbents will be given access to their SES/U online questionnaire on June 1, 2011, including the relevant position description(s) for their position as of the date of the reclassification request and/or the date of creation of the position. Wave 7 consists of positions which were reclassified, newly created since the questionnaires were sent out in Waves 1 to 5 in August 2007 to June 1, 2011 or are the subject of an outstanding classification request as of May 30, 2011. The retroactive date for any adjustments required for Wave 7 positions shall be to either the date a new incumbent started in the position or the date of any subsequent reclassification.
1-Jun-11	Non wave 7 members can request reclassifications through the new online process
21-Jun-11	Deadline for completion of Wave 7 questionnaire
1-July-11	New pay rates in effect
21-Jul-11	Deadline for managers to add their comments to the wave 7 QSD
29-Jul-11	Deadline for incumbents to respond to their manager's comments on the QSD
30-Sep-11	The Union and the University will exchange their respective proposals about the gender, ratings and job classes for Wave 7 and a job class summary for any proposed new job class
30-Sep-11	Retroactive payments made to current or retired members whose positions were in waves 1 to 6.
Oct-11	The parties agree to meet for five (5) days in October, 2011 to attempt to reach agreement on job class assignments, ratings, gender dominance and job class summaries where appropriate with respect to Wave 7 positions. Failing resolution of any disputes by October 31, 2011, the outstanding disputes shall be referred to Kathleen O'Neil and determined on an expedited mediation/arbitration basis on hearing dates scheduled in late November and December, 2011.
Nov-11	Position descriptions created for the online reclassification requests where U of T agrees it should be reclassified. Responses sent to members and the union for those requests that U of T don't agree should be reclassified. The member and union are able to respond.



Winter 2011	Once the actual cost of wave 7 is known, the parties will meet to discuss moving up the payout date for wave 7 and former employees.
1-May-12	Retroactive payments made to current or retired members in wave 7 in jobs that were either reclassified or created between July 1, 2007 and June 30, 2010.
1-May-13	Retroactive payments made to current or retired members in wave 7 in jobs that were either reclassified or created between July 1, 20 and June 30, 2010. Retroactive payments made to former employees in waves 1 to 7.

New Pay Scale for 2010-11:

Band	Hiring	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	\$30,386	\$31,602	\$32,866	\$34,181	\$35,206	\$36,262	\$37,350	\$38,097	\$38,859
2	\$32,265	\$33,556	\$34,898	\$36,294	\$37,383	\$38,505	\$39,660	\$40,453	\$41,262
3	\$34,261	\$35,632	\$37,057	\$38,539	\$39,695	\$40,886	\$42,113	\$42,955	\$43,814
4	\$36,379	\$37,835	\$39,348	\$40,922	\$42,150	\$43,414	\$44,716	\$45,611	\$46,523
5	\$38,629	\$40,174	\$41,781	\$43,453	\$44,756	\$46,099	\$47,482	\$48,431	\$49,400
6	\$41,018	\$42,659	\$44,365	\$46,140	\$47,524	\$48,950	\$50,418	\$51,426	\$52,455
7	\$43,554	\$45,296	\$47,108	\$48,992	\$50,462	\$51,976	\$53,535	\$54,606	\$55,698
8	\$46,247	\$48,097	\$50,021	\$52,022	\$53,582	\$55,190	\$56,845	\$57,982	\$59,142
9	\$49,107	\$51,071	\$53,114	\$55,238	\$56,896	\$58,602	\$60,360	\$61,568	\$62,799
10	\$52,144	\$54,230	\$56,399	\$58,655	\$60,414	\$62,227	\$64,094	\$65,375	\$66,683
11	\$55,368	\$57,583	\$59,886	\$62,281	\$64,150	\$66,074	\$68,057	\$69,418	\$70,806
12	\$58,792	\$61,144	\$63,590	\$66,133	\$68,117	\$70,161	\$72,265	\$73,711	\$75,185
13	\$62,427	\$64,925	\$67,522	\$70,222	\$72,329	\$74,499	\$76,734	\$78,269	\$79,834
14	\$66,287	\$68,939	\$71,696	\$74,564	\$76,801	\$79,105	\$81,478	\$83,108	\$84,770
15	\$70,386	\$73,202	\$76,130	\$79,175	\$81,550	\$83,997	\$86,517	\$88,247	\$90,012
16	\$74,739	\$77,728	\$80,837	\$84,071	\$86,593	\$89,191	\$91,867	\$93,704	\$95,578
17	\$79,361	\$82,535	\$85,837	\$89,270	\$91,948	\$94,707	\$97,548	\$99,499	\$101,489
18	\$84,268	\$87,639	\$91,144	\$94,790	\$97,634	\$100,563	\$103,579	\$105,651	\$107,764
19	\$89,479	\$93,058	\$96,780	\$100,652	\$103,671	\$106,781	\$109,985	\$112,184	\$114,428
20	\$95,012	\$98,812	\$102,765	\$106,876	\$110,082	\$113,384	\$116,786	\$119,122	\$121,504
		4.00%	4.00%	4.00%	3.00%	3.00%	3.00%	2.00%	2.00%

Errors and Omissions Excepted

WITHOUT PREJUDICE AND CONFIDENTIAL

IN THE MATTER OF

BETWEEN :

**THE UNIVERSITY OF TORONTO
(the "University")**

- and -

**THE UNITED STEELWORKERS AND ITS LOCAL 1998
(the "Union")**

MEMORANDUM OF SETTLEMENT

WHEREAS the Union was certified in 1999 as the bargaining agent of the staff appointed unit;

AND WHEREAS the University posted an Amended Pay Equity Plan dated April 2, 1990 which covered non-union employees, including those later certified by the Union, which was based on the TPF&C Core Job Evaluation Plan;

AND WHEREAS the University is required by the *Pay Equity Act* to achieve and maintain pay equity – namely that female job classes are paid the same as male job classes of comparable value;

AND WHEREAS the *Human Rights Code* requires equal treatment for women in employment including with respect to compensation;

AND WHEREAS the parties first agreed by Letter of Intent: Job Evaluation dated January 24, 2000 to establish a joint process to implement a mutually acceptable gender neutral job evaluation system and methodology for bargaining unit positions, that is compliant with the *Pay Equity Act*;

AND WHEREAS the parties have further agreed to establish and maintain a job evaluation and classification/pay process that provides for both pay equity as required by the *Pay Equity Act* and also provides for internal equity across all job classes through an open, consistent and fair job evaluation and classification process consistent with the principles of the *Human Rights Code*;

AND WHEREAS the parties agreed to use the SES/U system as the basis for establishing and maintaining the above-noted wage structure;

AND WHEREAS the parties originally expected to complete the job evaluation rating process first by June 30, 2005, then by June 30, 2008 and then finally by December 31, 2010;

AND WHEREAS it took until August of 2007 to carry out the necessary preliminary steps and to arrive at the necessary agreements to commence the job evaluation process by sending out the SES/U questionnaires in Waves 1-5 to gather job information from all bargaining unit positions with incumbents who had been in the position for at least 6 months. Those positions with incumbents who had not been in their position for 6 months in August and September 2007 are referred to as being in Wave 6;

AND WHEREAS the parties subsequently reached a number of agreements including the September, 2008 document "Schedule A-1 – Job Evaluation/Pay Equity Process which included a Process Protocol for the Completion of the Job Evaluation/Pay Equity Process by December 31, 2010;

AND WHEREAS the University agreed in the above-noted Schedule A-1 to set aside a fund to be applied against the payment of the adjustments owing, which as of March, 2011 totalled \$ 3.848 million;

AND WHEREAS the parties agreed in January, 2011 to proceed with the analysis of the 2007 Wave 6 positions to try to include as many of those positions as possible in the job classes that have already been agreed to by the parties;

AND WHEREAS the parties also agreed to proceed with Wave 7 which is comprised of the positions which have been newly created or re-classified by the University between October 1, 2007 and May 31, 2011;

AND WHEREAS the parties have agreed to implement an ongoing job evaluation/pay equity maintenance protocol in order to ensure that the parties' new job evaluation/pay equity results are maintained in a manner which is fair, consistent and compliant with the *Pay Equity Act* and the principles of the *Human Rights Code*.

NOW THEREFORE the parties agree as follows:

INTRODUCTION

1. The SES/U system consists of
 - (a) The SES/U Factors, attached as Appendix 1;
 - (b) The SES/U Weighting, attached as Appendix 2; and
 - (c) The SES/U (Questionnaire Summary Document) ("QSD"), attached as Appendix 3

Note: the SES/U system is designed for the use of the USW 1998 Staff Appointed bargaining unit and all factor levels up to and including the higher level of all factors are to be applied as appropriate.
2. The parties are now agreed, as set out in Appendix 4 on new job classes and the positions that comprise those job classes.
3. Appendix 5 sets out the agreed upon gender of those job classes (male, female and neutral) and the full ratings of those job classes on a factor by factor basis. In arriving at the ratings a process of "sore-thumbing" was included to ensure that the results were fair, consistent, and free of gender bias. The rationales for those ratings will be finalized pursuant to the process as set out in Appendix 12 to this Memorandum.
4. Appendix 6 sets out the "banding" or grouping together of the bargaining unit job classes into 20 point bands to establish job classes of comparable value within the meaning of the *Pay Equity Act*.

Pay Equity Implementation

Methodology

5. As a result of the job evaluation/pay equity process undertaken by the parties, it is agreed that the job classes set out in Appendix 5 are now appropriately distributed into job classes by gender within the meaning of the *Pay Equity Act*.
6. Given the large number of job classes and positions, the diversity, scope and type of bargaining unit work falling in the agreed-upon bands, the parties have agreed to use the proportional value method of comparison to determine comparable male and female job classes in the bargaining unit. This proportional value comparison method examines the relationship between the value of the work performed and the compensation received of the male and female job classes. This relationship is expressed by a pay line drawn through a regression analysis. Attached as Appendix 7 is a chart setting out the male pay line including a list of the male job classes used to generate the male regression pay line for July 1, 2007. Included in Appendix 7 are the salary schedules generated by reference to the regression line for each year from July 1, 2007 to date.
7. Before using the proportional value method, the parties satisfied themselves that no female job class would have received a greater adjustment through the application of the job-to-job method of comparison.
8. As a result of using the proportional value method, the job rate for all female job classes falling below the male pay line, for each year from July 1, 2007 to date, are to be adjusted upwards so that they are paid within the salary ranges referable to the male pay line for each of the applicable years.

Retroactive Payments

9. For purposes of determining whether retroactive pay equity payments were owing the following steps were undertaken as of July 1, 2007 for each year from that date to June 30, 2011:
 - (a) If the salary of an incumbent in a female job class fell above or within the salary range for the pay equity band, no payment was owed as of that date;
 - (b) If the salary of an incumbent in a female job class fell below the salary range for the pay equity band, a One-Time-Only (OTO) payment will be made for the difference between the incumbent's salary and the minimum of the salary range for each year beginning in July 1, 2007.
10. The University will make such payments to all eligible employees based on all regular hours of work paid between July 1, 2007 and June 30, 2011 in the position subject to the adjustment.
11. Eligible employees will be all employees employed since July 1, 2007 in the eligible job classes which are entitled to pay equity adjustments, including employees who are no longer employed. Retroactive pay equity payments shall be pensionable for current employees as of the date of the ratification of this Memorandum of Settlement and those former employees who retired after July 1, 2007 only. The University and the employee will be required to make their respective pension contributions on such retroactive payments.
12. The retroactive pay equity payments for Waves 1 to 6 will be paid by September 30, 2011 to those currently employed in eligible job classes and those former employees who were employed in eligible job classes and who retired after July 1, 2007 only. All other former employees who are eligible in accordance with paragraph 11 above shall be sent their OTO payment on May 1, 2013.

13. Any pay equity adjustments required as a result of the job evaluation/pay equity process relating to the Wave 6 positions, once determined in accordance with the process set out in Appendix 12 to this Memorandum will also be retroactive for all regular hours paid in the affected job position since July 1, 2007. Such payments will also be pensionable on the same terms as set out in paragraph 11.
14. The University will provide to the Union a schedule of the proposed retroactive pay equity adjustments with supporting information to justify such adjustments and will work with the Union to ensure it is accurate.

Implementation of New Rates

15. Effective July 1, 2011 incumbents in female-dominated job classes entitled to a pay equity adjustment will be treated as follows:
 - (a) Incumbents whose July 1, 2011 salary falls within the range of the salary for the pay equity band will remain at their current salary and will move to the next step of the salary range on his or her salary adjustment date;
 - (b) Incumbents whose July 1, 2011 salary falls below the range of the salary for the pay equity band will have their salary adjusted to the minimum step of the salary range effective July 1, 2011 and will move to the next step of the salary range on his or her salary adjustment date;
 - (c) Incumbents whose July 1, 2011 salary exceeds the range of the salary for the pay equity band shall receive any Across-the-Board (ATB) adjustments negotiated by the parties for as long as they hold their current position.
16. For Wave 7 positions, retroactive pay equity adjustments will be calculated, consistent with the above methodology, based on dates of either reclassification, hire/transfer of an incumbent to a newly created position, or request for reclassification, as appropriate. The retroactive pay equity OTO payments for the period July 1, 2007 to June 30, 2010 for those eligible who are still employed or who retired after July 1, 2007 will be made on May 1, 2012 or as soon as practicable after all Wave 7 disputes are resolved, whichever is later. The retroactive pay equity OTO payments for this group for the period July 1, 2010 to the date of implementation will be made on May 1, 2013. These payments will also be pensionable on the same terms as set out in paragraph 11. Once the actual cost of Wave 7 is known, the parties agree to meet and have meaningful discussions regarding the possibility of advancing the May 1, 2013 payout date.

The retroactive pay equity OTO payments for those eligible who are no longer employed by the University will be sent on May 1, 2013. For clarity, these payments shall not be pensionable.

Amended Pay Equity Plan and Maintenance

17. The list of the female job classes eligible for these pay equity adjustments is set out in the Amended Pay Equity Plan attached as Appendix 8.
18. The Amended Pay Equity Plan replaces and supercedes the University's 1990 Amended Pay Equity Plan in relation to this bargaining unit.
19. The parties will continue to maintain pay equity as required by the *Pay Equity Act* using the proportional value comparison method. The parties will monitor the ongoing maintenance process set out in Appendix 12 to ensure that no adverse gender impacts arise after the signing of this Memorandum of Agreement in the maintenance process and the parties agree to correct any such impacts.

Internal Equity Implementation

20. The parties agree to implement and maintain Internal Equity in accordance with Pay Equity implementation and maintenance as set out in paragraphs 5 to 19 above.. All male and neutral job classes which fall below the wage line referenced in paragraph 6 above will be adjusted upwards to that line. The list of such job classes eligible for internal equity adjustments by reference to that line is set out in Appendix 9 to this Memorandum along with the required increase.

New Schedule A to Collective Agreement

21. Schedule A of the current collective agreement will be replaced with a new Schedule A attached as Appendix 10 to this Memorandum which sets out the wage schedule which results from the above-noted job evaluation/pay equity process. This Schedule A will take effect on July 1, 2011.

Protocol to Finalize the Current Job Evaluation/Pay Equity Process

22. The Protocol to Finalize the Current Job Evaluation/Pay Equity Process set out at Appendix 11 will govern the following matters which remain to be completed: A. Rationale Language B. Job Class Summaries, C. Evaluation of Wave 6 positions not yet addressed; D. Evaluation of Wave 7 Positions.

Job Evaluation/Pay Equity Maintenance Protocol

23. The Maintenance Protocol set out at Appendix 12 to this Memorandum will govern the ongoing maintenance of the job evaluation/pay equity process.

Withdrawal of Other Proceedings

24. The Union both as bargaining agent and as individual employee agent agrees to withdraw any and all proceedings related to classifications pursuant to the TPF&C job evaluation system including but not limited to the following applications and grievances:
- (a) The Pay Equity Hearings Tribunal Application PEHT File No. 2848-07-PE;
 - (b) The Policy Classification Grievance and the individual classification grievances currently before Mary Ellen Cummings;
25. The Union agrees not to bring, on behalf of itself or any of its members, past or present, any further proceedings or claims with respect to claims for pay equity, job evaluation or re-classification concerning matters arising up to and including the date of ratification of this Memorandum.
26. By the signature of authorized representatives hereunder the bargaining teams of the University and the Union confirm their agreement to the terms and conditions set out herein and agree to recommend this agreement to their respective principals. The University and the Union agree that this offer will remain open for final approval by their respective principals until April 27, 2011.

Miscellaneous

27. All payments referred to throughout this Memorandum are subject to required deductions.

Dated at Toronto this 8th day of April, 2011

FOR THE UNIVERSITY

Stepie Hildyard
Per:

April 8/2011
Date

FOR THE UNION

Alison Dubey
Per:

April 8, 2011
Date

Appendix 1 – SES/U Factors

Appendix 2 – SES/U Weighting

Appendix 3 – SES/U Questionnaire

Appendix 4 – Job Classes and positions

Appendix 5 - Agreed-upon ratings of job classes

Appendix 6 - Hierarchy and Bands of Job Classes

Appendix 7 – Male Regression Line and Salary Schedules for each year from 2007 to 2010

Appendix 8 – Pay Equity Plan

Appendix 9 - Internal Equity Adjustments

Appendix 10 – July 1, 2011 Salary Schedule

Appendix 11 - Wave 6/7 Protocol

Appendix 12 - Maintenance Protocol