

IN THE MATTER OF PAY EQUITY

B E T W E E N

**The University of St. Michael's College
("USMC")**

- and -

**THE UNITED STEELWORKERS LOCAL, 1998
(The "Union")**

MEMORANDUM OF SETTLEMENT

AND WHEREAS USMC posted a Pay Equity Plan covering non-union employees in 1990 based on the TPF&C Core Job Evaluation plan;

AND WHEREAS many of the non-academic employees of the University of St. Michael's College employees became unionized when the United Steelworkers, Local 1998 was certified by the Ontario Labour Relations Board as their sole and exclusive representative in 1999.

AND WHEREAS USMC is required by the Ontario *Pay Equity Act* to establish, achieve and maintain pay equity.

AND WHEREAS appended to the collective agreement dated effective July 1, 2008 is a Letter #5-Job Evaluation, affirming the parties' commitment to pay equity and agreeing to evaluate jobs based on a gender neutral job evaluation system and methodology compliant with the Pay Equity Act. Appended to the collective agreement effective July 1, 2014 is a letter committing to move forward with the SES/U system and to developing a questionnaire and establishing a process with target dates; Appended to the collective agreement effective 2017 the parties again renewed their commitment to move forward with revised agreed-upon target dates. This letter was brought forward to the one-year renewal collective agreement effective 2021.

In this regard, the parties established a Joint Committee of two representatives of the University and two union representatives, having responsibility for rating jobs or positions in the bargaining unit utilizing job descriptions and information gathered in an agreed-upon questionnaire.

The joint committee developed the job content questionnaire for completion by the bargaining unit employees, and it was distributed to employees in July of 2018; employees were provided with time to work on the questionnaires, their managers reviewed and commented on the information provided, and the employees had an opportunity to respond to the Managers' comments.

And WHEREAS the parties have agreed upon the gender-predominance of all jobs; have rated the jobs using the SESU gender neutral comparison system, thereby assigning a point score to each job rated; have created bands of rating scores to establish relative equality; have reviewed and modified as required the ratings for integrity and consistency (sore-thumbing) and have arrived at mutually agreed upon ratings for all positions. In the course of using the SES/U system for rating bargaining unit jobs, the parties agreed upon introducing and incorporating a

new level to subfactor 12, Physical Effort, which will continue to be used in future for USMC bargaining unit positions as required.

AND WHEREAS the Union and the University have concluded the processes set out above.

AND WHEREAS the parties have agreed to implement a pay equity maintenance protocol (Appendix 7) 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 Human Rights Code.

NOW THEREFORE the parties agree as follows (the "**Agreement**"):

INTRODUCTION

1. The SES/U system consists of:
 - The SES/U Factors Language as attached in **Appendix 1**, to be further amended by agreement of the parties with regard to Subfactor 12;
 - The SES/U Weightings for the factors, attached as **Appendix 2**; and
 - The SES/U Job Evaluation Questionnaire (Questionnaire), attached as **Appendix 3**.
2. The parties are now agreed, as set out **Appendix 4**, on new job classes and positions (with unique position numbers) that comprise these job classes along with the agreed upon gender of those job classes (male, female and neutral).
3. **Appendix 5** sets out the full ratings of those job classes on a factor-by-factor basis. In arriving at the final ratings, a process of "sore-thumbing" was included to ensure that the results were fair, consistent, and free of gender bias.
4. **Appendix 6** sets out the "banding" or grouping together of the bargaining unit job classes into *eighteen* bands to establish job classes of comparable value within the meaning of the *Ontario Pay Equity Act*).

PAY EQUITY IMPLEMENTATION

Methodology

5. The Pay Equity process was conducted in four stages:
 1. Collection of data through the agreed upon questionnaire
 - a. Employees answered the detailed questionnaire, possibly supported by members of the Joint Committee.
 - b. Managers commented on completed questionnaire
 - c. Employees responded to Managers' comments
 2. Two parties rated positions and exchanged their ratings with rationales
 3. Joint Committee met to review rationales and reach agreement on ratings and rationales
 4. Joint Committee met to conduct sore thumbing
 5. The parties have reached agreement on all ratings.

Implementation of Pay Equity Adjustments

6. Any and all pay equity adjustments shall be applied immediately to the female job classes and no later than 90 days from the signing of this Memorandum of Settlement.

Retroactive Pay Equity Payments

7. USMC will process retroactive payments to all eligible employees in female predominate jobs that have been identified by the parties as requiring a Pay Equity Adjustment. The payment based on all regular hours of work paid from July 1, 2014 to the implementation of the Pay Equity increases arrived at through this process.
8. Retroactivity payments for female job classes will be calculated using the wage gap identified in the Pay Equity job evaluation process. The wage gap shall be calculated utilizing 2018 job rates. Then the total hours for each employee in a position receiving a pay equity adjustment shall be calculated for the period agreed upon for retroactivity. The total hours per employee shall be multiplied by the wage gap to determine the amount owed to each employee. The total retro amount shall be the sum of the amounts owing to all affected employees.

Timing of Retroactive Payments

9. Eligible employees will be all employees employed from July 1, 2014 forward in eligible female-predominate job classes who are entitled to pay equity adjustments including employees who are no longer employed. The employer will make a reasonable, good-faith effort to contact such individuals who are no longer in the employ of USMC. Where the employer is unable to contact such individuals, it will advise the Union and the parties shall jointly undertake best efforts to contact the individuals.
10. USMC will provide to the Union its schedule of the retroactive pay equity adjustments with supporting information and will work with the Union to ensure it is accurate.
11. Retroactivity payments will be processed for payment no later than April 30th, 2023.

Maintenance

12. The parties will continue to maintain pay equity as required by the Ontario *Pay Equity Act* used in accordance with the Maintenance Protocol attached as **Appendix 7**, which will govern the ongoing maintenance of the job evaluation/pay equity process.
13. The parties will monitor the ongoing maintenance process set out in **Appendix 7** to ensure that no adverse gender impacts arise after the signing of this Agreement in the maintenance process, and the parties agree to correct any such impacts.

New Schedule A to Collective Agreement

14. The parties are, as of the date of this Memorandum, actively engaged in collective bargaining for a renewal of the collective agreement that expired June 30, 2021. The parties agree to refer to the collective bargaining process the creation of a Wage Schedule.

This Schedule shall be used for administration of wages for bargaining unit positions consistent with the ratings and banding of jobs under the SESU job evaluation plan as referenced in Appendix 6 of this document (as well as new or revised positions that will be addressed through the agreed-upon maintenance process outlined in Appendix 7).

The objectives of developing and implementing a Wage Schedule (grid), include: to maintain both pay equity, and to achieve and maintain internal equity for bargaining unit positions going forward; to provide a structure for administering pay, and for wage adjustments, and any promotional/reclassification increases.

The parties understand that the financial component of negotiated increases other than those required to achieve Pay Equity, are subject to Bill 124 and the collective bargaining process.

Release and Withdrawal of Proceedings

15. This Agreement fully resolves all pay equity matters up to and including July 1, 2018. The parties have negotiated a Pay Equity Maintenance process to deal with all pay equity matters going forward (see Appendix 7).
16. The parties agree that this settlement is pursuant to section 25.1 of the Ontario *Pay Equity Act* and that both the Employer and the Union shall jointly defend this settlement should it be challenged to the Pay Equity Office or Pay Equity Hearings Tribunals.

Miscellaneous

17. All payments referred to throughout this Agreement are subject to the required statutory deductions.

Without Prejudice – Proposal for Discussion

UNIVERSITY OF ST. MICHAEL'S COLLEGE this 2nd day of November, 2022

FOR THE UNION



Signature

____ November 2, 2022. ____

Date

FOR THE UNIVERSITY



Signature

November 2, 2022

Date