

***Pay Equity Plan***

***for the***

***District 6B***

***Ontario Secondary School Teachers' Federation***

***Educational  
Support Staff Bargaining Unit***

***and the***

***Superior-Greenstone District School Board***

***May 6, 2009***

## ***Pay Equity Plan for the***

### ***District 6B***

#### ***Ontario Secondary School Teachers' Federation***

#### ***Educational Support Staff Bargaining Unit***

#### ***and the***

#### ***Superior-Greenstone District School Board***

It is agreed between the parties that this Pay Equity Agreement has been negotiated pursuant to Sections 13 and 14 of the Pay Equity Act. This plan is retroactive to September 1, 1998.

### **A. Establishment**

The Establishment as defined under the Pay Equity Act for this agreement includes all buildings, school and work locations in which an employee of the Superior-Greenstone District School Board is working.

### **Definition of Employer and Union**

For the purpose of this Pay Equity Plan the employer is the Superior-Greenstone District School Board. The bargaining agent (union) is the Ontario Secondary School Teachers' Federation (OSSTF) District 6B, representing the Educational Support Staff Bargaining Unit.

### **B. Employee Categories**

Job classes for the basis of wage comparison, with agreed upon gender predominance pursuant to Section 12 of the Pay Equity Act, are attached as Appendix A.

### **C. Male Job Class Comparisons**

The male job class comparisons were drawn from male job classes inside and outside of the Bargaining Unit but within the employ of the Board using the job-to-job methods set out in the Pay Equity Act and agreed to proportional value calculations. A list of male job classes from outside of the Bargaining Unit is attached as Appendix B.

## **D. Gender Neutral Comparison System**

1. The Gender Neutral Comparison System (GNCS) is based on the OSSTF Pay Equity Job Evaluation System © as modified by the parties for use at the Superior-Greenstone District School Board. The GNCS measures skill, effort, responsibility and working conditions and has been used as an appropriate system for the purpose of establishing this Pay Equity Plan.
2. As a result of the application of the Gender Neutral Comparison System, the male comparators for the female dominated job classes were established and are attached as Appendix C.

## **E. Pay Equity Adjustments**

1. Job-to-job and proportional value Pay Equity adjustments (where applicable) for the female job classes are shown on Appendix D.
2. Any job-to-job Pay Equity adjustment is calculated using the maximum of the grid for the job class. Each step of the wage rate schedule receives an equal dollar adjustment.
3. Where there were no male job-to-job comparisons, Pay Equity requirements were determined using the proportional value method as set out in the Pay Equity Act.
4. The parties agree that the comparisons and adjustments shown on Appendix D conform with the Pay Equity Act and represent the intent negotiated between the parties.
5. The Board agrees to extend Health Care and Dental premiums to all members of the Bargaining Unit while receiving long term disability benefits, effective the 1<sup>st</sup> day of June, 2009.
6. The Board agrees to increase Life Insurance and Accidental Death and Dismemberment coverage to three times the employee's annual salary to a maximum of \$150,000 for members in the job classes of Educational Assistant and Attendance Counsellors, effective the 1<sup>st</sup> day June, 2009.

## **F. Notification for all Employees included in this Plan**

Each employee entitled to an adjustment, will be notified on an individual basis by letter from the Board of the effect of Pay Equity on his/her wage rate and retroactivity.

## G. OSSTF Grid

1. Job classification rates, which include pay equity adjustments, are shown in Appendix E, and shall replace the current salary schedule in Appendix "A": Salary Schedule of the Collective Agreement between OSSTF District 6B Educational Support Staff Bargaining Unit and the Superior-Greenstone District School Board.
2. The above new salary grid shall be effective **June 15, 2009**.

## H. Retroactive Payments

1. All retroactive Pay Equity payments shall be pro-rated as per service effective from **September 1, 1998**.
2. All retroactive pay equity calculations will be determined on the basis of the incumbent's employment record with the Board and the job rates, hours of work and positions held by employees in the Bargaining Unit from **September 1, 1998 to May 31, 2009**.
3. The parties agree to compare job rates on the basis of daily job rates calculated based on full time equivalent annual hours, as follows:
  - twelve month employees at 35 hours per week (seven hours/day) = 1820 hours annually
  - twelve month employees at 40 hours per week (eight hours/day) = 2080 hours annually
  - twelve month employees at 32.5 hours per week (6.5 hours/day) = 1540.5 hours annually (at maximum vacation entitlement)
4. All retroactive payouts for current employees shall be made no later than **November 15, 2009**.
5. All employees who have left the employment of the Board or are no longer members of the Bargaining Unit shall be notified by registered letter to their last known address that the Parties have completed this Pay Equity Plan, no later than **November 30, 2009**. Retroactive pay equity adjustments, where warranted, shall be subject to the former employee's acknowledgement to the Board of the registered notice. After the Board has received the acknowledgement of the registered notice, the payment of any retroactivity shall be made within 60 days of receipt of such notice.
6. Statutory deductions including union dues shall be deducted from any retroactive payments.
7. Any variance in the timing of the retroactive payouts for Pay Equity adjustments shall be made only by mutual consent of the parties.
8. A master copy of all calculations shall be shared by both parties.

## I. Maintenance

1. The parties agree to maintain this Pay Equity Plan.
2. The Board agrees to provide the Bargaining Unit with the data necessary for maintenance of this Pay Equity Plan.
3. Maintenance of the Pay Equity Plan shall occur no less than annually or by mutual agreement.
4. Notwithstanding I.3 above, in the event of a significant change in job duties or in the event that a new job class is created within the Bargaining Unit, either Party may request a meeting of the Joint Steering Committee within thirty (30) working days to discuss the new or changed job class and shall meet within six (6) months to evaluate the job class in question.
5. The first meeting for Pay Equity Maintenance shall take place no later than **May 31, 2010**.
6. Any job rate adjustment resulting from the job class evaluation shall be retroactive to the date the employee was hired into the newly created position or to the date on which the duties of the job class were significantly altered.
7. The Parties agree to adhere to the Terms of Reference agreed by the Parties on or about September 20, 2006, and used to establish this Pay Equity Plan for the purpose of maintaining the Plan.

## J. Employee Inquiries

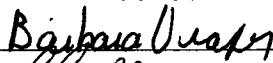
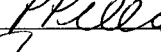
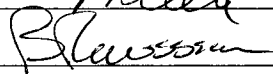
The Parties agree that any initial inquiries relating to this Pay Equity Plan from the OSSTF Educational Support Staff Bargaining Unit members shall be referred to the Pay Equity Joint Steering Committee.

## K. General

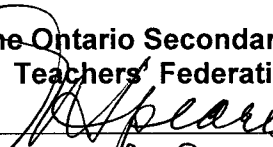
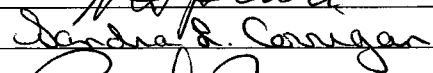
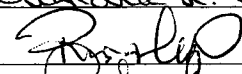
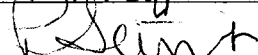
1. The parties agree that in accordance with Section 9(1) of the Pay Equity Act, no member of the Bargaining Unit to which this plan applies shall have their rate of compensation reduced.

**Dated at Thunder Bay, Ontario this 6th day of May, 2009.**

**For the Superior-Greenstone District  
School Board**

  
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**For the Ontario Secondary School  
Teachers' Federation**

  
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## Schedule A

<u>Job Class</u>	<u>Gender Dominance</u>
Accounting Clerk	Female
Accounts Payable Clark	Female
Attendance Counsellor	Female
Computer Technician	Male
Library Technician	Female
Payroll Clerk	Female
Secretary	Female
Educational Assistant	Female

## **Schedule B**

### **Male Jobs Outside Bargaining Unit**

Custodian

Head Custodian

Maintenance Working Foreman

## Schedule C

<u>Female Job Class</u>	<u>Identified Male Comparator</u>
Payroll Clerk	Custodian
Accounting Clerk	
Library Technician	
Accounts Payable Clerk	
Secretary	Head Custodian
Educational Assistant	
Attendance Counsellor	Head Custodian/Custodian (Calculated proportional value)

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## **Schedule D**

### **Adjustments (based on September 1, 2008 salary grids)**

**Educational Assistant** \$ .905

**Attendance Counsellor** \$ .370

## Schedule E – Salary Grid Effective June 1, 2009

<b>Years</b>	<b>Attendance Counsellors</b>	<b>Library Technician</b>	<b>EA</b>	<b>Accts Payable Clerk Accounting Clerk Computer Technician Payroll Clerk Secretary</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>0</b>	<b>18.274</b>	<b>18.575</b>	<b>18.809</b>	<b>19.273</b>
<b>1</b>	<b>19.171</b>	<b>19.505</b>	<b>19.706</b>	<b>20.238</b>
<b>2</b>	<b>20.111</b>	<b>20.482</b>	<b>20.646</b>	<b>21.251</b>
<b>3</b>	<b>21.099</b>	<b>21.506</b>	<b>21.634</b>	<b>22.314</b>
<b>4</b>	<b>22.134</b>	<b>22.583</b>	<b>22.669</b>	<b>23.430</b>