

## MEMORANDUM OF AGREEMENT RE PAY EQUITY

Between:

CENTRE FOR ADDICTION AND MENTAL HEALTH  
("the Centre")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL  
("the Union")

WHEREAS the Centre is the result of amalgamation, effective March 9, 1998, of the Queen Street Mental Health Centre, the Clarke Institute, the Addiction and Research Foundation and the Donwood;

AND WHEREAS subsequent to the amalgamation, the Union became the bargaining agent for the combined bargaining unit of employees;

AND WHEREAS the parties have been engaged in a process to negotiate and develop a Pay Equity Plan for the bargaining unit;

AND WHEREAS the assistance of the Pay Equity Commission was sought when agreement could not be reached and an Order dated September 18, 2006 was issued by the Review Officer assigned to the file;

AND WHEREAS the Union submitted an Application to the Pay Equity Hearings Tribunal dated February 12, 2007 challenging that Order (File No. 3526-06-PE);

AND WHEREAS the Union submitted an Amended Application to the Pay Equity Hearings Tribunal dated September 26, 2007 alleging a violation of section 14 of the *Pay Equity Act*;

AND WHEREAS the parties have participated in Pre-Hearing Conferences and have engaged in discussions with respect to finalizing a Pay Equity Plan;

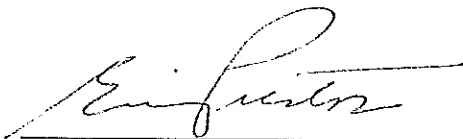
AND WHEREAS the parties have reached agreement on all outstanding issues pursuant to s.25.1 of the *Pay Equity Act*;

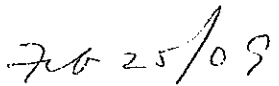
NOW THEREFORE the parties agree to the following, subject to approval of the Board of Directors of the Centre and signatures of the Supervisory Officer and President of OPSEU:

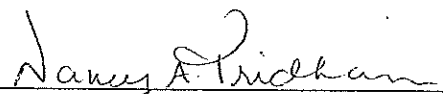
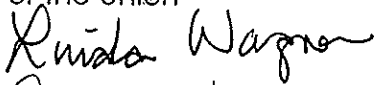

1. The parties agree that the gender neutral comparison system attached as **SCHEDULE 1** hereto will be used to maintain pay equity for the bargaining unit.
2. The parties agree to execute the Pay Equity Plan attached as **SCHEDULE 2**.

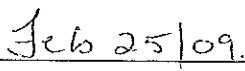
3. The parties agree that the adjustments required are those identified as **Schedule 3** attached hereto.
4. The parties agree that for purposes of the retroactive adjustments contemplated by Schedule 3, those payments will include interest at the rate of 2% calculated on the total lump sum payable to the employee.
5. The parties agree that past employees who would be eligible for a pay equity payment will be contacted by letters from the Hospital addressed to the last known address. Letters to employees who left the Hospital subsequent to April 1, 2001 will be sent out, with a copy to the Union, no later than May 29, 2009. The Union and the Hospital will work together to identify those employees who left the Hospital between March 9, 1998 and April 1, 2001 and letters will be sent to their last known address, with copies to the Union of those letters.
6. In the letters contemplated by paragraph 3, the former employee will be asked to contact the Hospital within 30 days.
7. Payments will be made within 60 days to those who contact the Hospital.
8. The Hospital will notify the Union of any letters sent out pursuant to paragraph 3 that are returned or for which no response was received. Periodic updates on the status of these files will be provided to the Union.
9. The parties agree that the above-noted Applications filed by the Union will be withdrawn with a copy of the correspondence to the Tribunal advising of that withdrawal provided to counsel for the Hospital.
10. The parties agree to have Diane Gee or her delegate seized with respect to any issues that may arise out of the implementation of this Agreement.

Dated at Toronto, Ontario

  
\_\_\_\_\_  
For the Centre

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union  
  


  
\_\_\_\_\_  
Date

## SCHEDULE 2 TO MOA

### PAY EQUITY PLAN BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 500 (hereinafter referred to as "the Union")

AND

CENTRE FOR ADDICTION AND MENTAL HEALTH (CAM-H)  
(hereinafter referred to as "the Employer")

The Union and the Employer have agreed to the following terms in establishing a Pay Equity Plan:

#### A) DATE OF POSTING AND PAY EQUITY ADJUSTMENTS

The Employer has posted this Pay Equity Plan on March 16, 2009 for all employees in the bargaining unit represented by the Union.

#### B) PLAN COVERAGE

This Plan covers all jobs in the bargaining unit represented by the Union at all employment locations administered by the Employer.

#### C) JOB CLASSES COVERED BY THIS PLAN

The job classes identified during the establishment of this Plan are listed in alphabetical order and are attached as **APPENDIX A**.

#### D) GENDER DOMINANCE JOB CLASSES

The gender dominance of each job class in the bargaining unit covered by this Plan was identified as female, male or gender neutral and is identified in **Appendix A**.

The *Pay Equity Act* defines a female dominant job class as one where 60% of the incumbents are female. A male dominant job class is one where 70% of the incumbents are male. Where gender dominance does not meet the foregoing criteria, the job class is deemed gender neutral. Historical incumbency and stereotypical work was also considered.

#### E) METHOD OF EVALUATION

The method of evaluation used was a Point Factor Job Evaluation system developed jointly by the Union and the Employer. Ratings were made from job information

submitted by employees using a "Job Fact" questionnaire that was likewise developed and agreed upon by the Union and the Employer.

The Job Evaluation instrument was used to assess each job classification looked at fourteen (14) different factors. These factors represent a composite of **SKILL, RESPONSIBILITY, EFFORT AND WORKING CONDITIONS** as required by the *Pay Equity Act*.

The Pay Equity factors and Job Evaluation instrument sub factors are as follows:

### **SKILL**

**Education & Specific Training:** This subfactor refers to the training necessary to prepare an individual to satisfactorily fill a position. It reflects the level of formalized knowledge necessary to fulfill the requirements of the position. Such knowledge is most commonly acquired as the result of time spent in schools, colleges, universities or other formal instruction programs. However, one must also consider that such knowledge can be acquired through equivalent of life experience or may also be self taught.

**Experience:** This subfactor measures the amount of work experience that an average individual, having the appropriate education and specialized training, would require to perform duties adequately.

**Judgement:** This subfactor is used to measure the requirement of the position to exercise judgement.

**Communication /Human Interpersonal Skills :** This subfactor measures the skill required for effective handling of personal contacts with others, i.e. fellow workers ( not subordinates), members of the general public, patients, patient's families, members of other organizations.

### **EFFORT**

**Physical Demand:** This subfactor measures job requirements for effort leading to physical fatigue.

**Sensory Demand:** This subfactor measures the degree of mental effort involved in the performance of normal job duties using the frequency and duration of periods of visual and/or auditory concentration and attention.

**Strain from Work Pressures/Demands/Deadlines:** This subfactor measures the effort, strain or demand on energy from dealing with control over work associated with the job.

### **RESPONSIBILITY**

**Independence:** This factor refers to the degree of freedom available to exercise individual action in undertaking tasks and achieving required outputs. It also considers ingenuity and/or, creative thought which may be needed on the job. It is limited by

the amount of direction and control received from either personal supervision/leadership or standard practices and precedents.

**Ingenuity and Creativity:** This subfactor measures the ingenuity and creativity required for the solution of specific problems, broad situations or development and creative requirements of the job. It considers the degree of original, independent thinking required to originate or develop new or improved methods, procedures, programs, plans, techniques, products or ideas.

**Responsibility for Human Resources:** This subfactor is used to measure the continuing responsibility that the incumbent of the position assumes for the supervision and direction of staff.

**Responsibility for Well-Being of Patients:** This subfactor measures the responsibility an incumbent has for the well-being of patients.

**Responsibility for Resources:** This subfactor measures the responsibility an employee has for goods, equipment, or financial resources.

#### **WORKING CONDITIONS**

**Environment:** This subfactor measures the frequency of exposure to undesirable or disagreeable environmental conditions under which the work is performed.

**Hazards:** This subfactor measures the frequency of exposure to hazards or safety requirements under which the work is performed.

#### **F) JOB CLASS COMPARISONS**

All rated job classes were grouped into a series of levels or bands, based on total job evaluation points, to establish comparisons. A total of eleven (11) bands were created with each band being fifty points wide. The Union and the Employer have agreed that the job classes assigned within each band are deemed to be of **comparable value** as defined by the *Pay Equity Act*.

The *Pay Equity Act* requires the identification of an appropriate male comparator for each female job class. A male job class can serve as the comparator for more than one female job class.

Where there are female and male job classes within a band, pay equity is achieved when the job rate for the female job class is at least as great as the job rate of the male job class of comparable value with the lowest job rate (within the band).

If no male comparator can be found within a band, then the proportional value method of comparison (i.e. regression analysis) can be used to determine the pay equity target rate for the band.

Job rate is defined by the *Pay Equity Act* Section 1 (1) as the highest rate of compensation for a job class (salary range maximum). The parties have included all forms of compensation in determining job rate for the job classes.

#### **G) PAY EQUITY ADJUSTMENTS**

Pay equity adjustments required for eligible female job classes are identified in **APPENDIX C**.

The new Pay Equity rates will be implemented effective January 1, 2009.

Retroactive Pay Equity adjustments will be made in three (3) instalments in accordance with the following schedule:

- (a) For the period March 9, 1998 to March 31, 2001 by November 15, 2009;
- (b) For the period April 1, 2001 to March 31, 2003 by August 15, 2009;
- (c) For the period April 1, 2003 to March 31, 2009, by May 29, 2009.

Employees eligible for a pay equity adjustment will be advised of the amount of the adjustment, amount of retroactive payments and the dates of payment on the pay stub accompanying the payment. The Union is to be provided with copies of the adjustments and calculations.

Persons who have left the employ of the employer in the past or at any time, and who would have been eligible for a pay equity adjustment, will receive a lump sum payment for the amount owing for the period from April 1<sup>st</sup> 2001 to March 31, 2009, and an additional lump sum payment for the amount owing for the period of March 9, 1998 to March 31<sup>st</sup> 2001. The Union is to be provided with copies of the adjustments and calculations.

#### **H) PAY EQUITY MAINTENANCE**

Both parties acknowledge their obligation to ensure that pay equity is maintained for the bargaining unit.


If either party believes that a new position has been created, or there has been significant change to a position, it shall advise the other party in writing and the parties agree to meet to seek to resolve such issues in a timely way.

#### **I) GENERAL**

The Union and the Employer agree that this Pay Equity Plan satisfies the requirements of the *Pay Equity Act* and settles the matters addressed in the Pay Equity Tribunal proceedings.

Any questions regarding this pay equity plan must be in writing and directed to all of the following:

Nancy Pridham - President, Local 500  
Bill Manley - Human Resources



Nancy Pridham (OPSEU)

Linda Wagner (OPSEU)

Ann Wallace (OPSEU)

**APPENDIX "A"**  
**Job Classes and Gender Dominance**

JOB CLASS	GENDER DOMINANCE
Administrative Secretary	F
Admitting Clerk	F
Admitting Clerk (Donwood)	F
Admitting Coordinator	F
Archivist	M
Art Therapist	F
Audio/Visual Assistant	F
Buyer	F
CH&E Assistant	F
CH&E Specialist	F
CH&E Specialist (Business Analyst)	F
Charge Technologist	F
Chart Clerk	F
Clerk 1	F
Clerk 2	F
Clinical Services Consultant	F
Communications Assistant	F
Communications Associate	F
Communications Associate (Teacher/Job Developer)	F
Communications Coordinator - Designer	F
Communications Coordinator - Editor	F
Communications Coordinator - Editor	F
Communications Coordinator - Editorial Svcs. Coordinator	F
Communications Coordinator - Education & Publishing	F
Communications Coordinator - Internal Communications	F
Communications Coordinator - Media Relations Coordinator	F
Communications Coordinator - Production Coordinator	F
Communications Coordinator - Sales and Distribution	F
Communications Coordinator - Translation Coordinator	F
Communications Coordinator -Publishing Developers	F
Contracts/Licence Officer	F
Cook/Inventory Control Cook 1	M
Cook/Inventory Control Cook 2	M
Counsellor/Therapist 1	F
Department Secretary	F
Dietary Attendant	F
Dietitian	F
Finance Assistant	F
Health Records Analyst	F
Housekeeping Attendant	N
Housekeeping Lead Hand	M
Information Assistant	F
Information Officer 1	F
Information Officer 2	F
IT Programmer - Analyst	M
IT Specialist	M
IT/Decision Support Analyst	F
IT/Decision Support Coordinator	F

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*SP*  
*RF RW*

**APPENDIX "A"**  
**Job Classes and Gender Dominance**

JOB CLASS	GENDER DOMINANCE
Lab Assistant	F
Librarian	F
Library Assistant	F
Library Coordinator	F
Maintenance Generalist	M
Music Therapist	F
Occupational Therapist	F
PET Systems Engineer	M
Pharmacist	F
Primary Case Worker	F
Program Assistant	M
Program Assistant (Donwood)	M
Project Coordinator	F
Psychologist	F
Psychometrist	F
Purchasing Agent	F
Recreationist	F
Registered Practical Nurse	F
Registered Technologist	F
Registered Technologist (PET)	F
Research Analyst 1	F
Research Analyst 2	F
Research Assistant 1	F
Research Assistant 2	F
Research Coordinator	F
Research Methods Specialist	M
Security Guard (College St.)	M
Security Guard (Unit 3)	M
Security Officer	M
Senior Program Consultant	F
Senior Technologist	F
Social Work 1	F
Social Work 2	F
Support Case Worker	F
Support Worker	M
Support Worker (Bus Driver)	M
Support Worker (Mailroom)	M
Technician 2 (PT Assistant)	F
Technician 3 - Lab Service	F
Technician 3 - Pharmacy	F
Technician 4 (biomedical)	M
Technician 4 (dental tech)	F
Technician 4 (telecommunications)	F
Telecom Clerk	F
Therapist 2	F
Tradesperson	M
Transcriptionist	F
Volunteer Coordinator	F

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