

Pay Equity Plan

as ordered

by

Arbitrator L. Davie

**TORONTO DISTRICT
SCHOOL BOARD**

-AND-

**THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
(PSSP)**

PAY EQUITY PLAN

Posting Date - November 7, 2011

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The Toronto District School Board and the Ontario Secondary School Teachers' Federation (PSSP) Pay Equity Plan

A. Date of posting

The Toronto District School Board will post this Pay Equity Plan on December 31, 2011 or date of the Order of Arbitrator Davie dated November 7, 2011, whichever is earlier.

B. Establishment

This Plan refers to the Ontario Secondary School Teacher's Federation (Professional Student Support Personnel) Bargaining Unit at the Toronto District School Board.

C. Jobs covered by this Plan

This Plan covers all jobs within the OSSTF Professional Student Support Personnel Bargaining Unit at the Toronto District School Board.

D. Job classes covered by this Plan

Attendance Counsellors, Child and Youth Workers, Child and Youth Workers – Itinerant, Child and Youth Counsellors, Child and Youth Counsellors-Safe Schools, Court Liaison Workers, Educational Audiologists, Multilingual Team Leaders, Occupational Therapists, Physiotherapists, Psychologists, Psychological Associates, Psycho-Educational Consultants, Social Workers, Speech Language Pathologists, Student Equity Program Advisors

As well as Inactive Job Classes listed in Appendix D of the District 12, PSSP Collective Agreement

E. Gender predominant job classes

The following chart illustrates the gender predominance of each job class identified. The Pay Equity Act defines a female dominant job is one where 60% of the incumbents are female. A male dominant job is one where 70% of the incumbents are male. Where gender predominance does not satisfy the foregoing, the job class is deemed neutral. Historical incumbency and stereotypical work is also considered. Job classes are listed alphabetical order.

Female

Child and Youth Workers, Child and Youth Workers - Itinerant , Child and Youth Counsellors, Child and Youth Counsellors-Safe Schools, Educational Audiologists, Multilingual Team Leaders, Occupational Therapists, Physiotherapists, Psychologists, Psychological Associates, Psycho-Educational Consultants, Social Workers, Speech Language Pathologists

Male

No male job classes in the Bargaining Unit for the purposes of this plan.

Neutral

Attendance Counsellors , Court Liaison Workers, Student Equity Program Advisors

F. Method of comparison

The method of comparison used was a modified OSSTF Job Evaluation System hereinafter referred to as the “OSSTF/TDSB Joint Job Evaluation System”. This is a Point Factor Job Evaluation Plan that was developed by OSSTF. The parties agreed on modifications to the OSSTF Job Evaluation System to meet the needs of this establishment.

Further, the ratings were performed by a Joint Job Evaluation Committee comprised of employees equally represented by the Board and OSSTF at the Toronto District School Board. For each unique job class, Questionnaires were completed by representatives of each Job Class, signed off by Supervisors/Mangers and then submitted to the Joint Job Evaluation Committee to be evaluated.

The OSSTF/TDSB Joint Job Evaluation System contains four factors. These factors represent a composite of skill, effort, responsibility and working conditions as required by the Pay Equity Act. The four factors were further subdivided into thirteen (13) sub factors.

Each sub factor is comprised of several levels to allow for interpretation of job content. Each level is weighted. Therefore, each level within each sub factor is worth a distinct number of points as set out in the system. The total number of points allocated to each job class based on the various factors resulted in a total number of points per job. The pay equity factors and job evaluation system sub factors are as follows:

Skill

Education	The formal schooling or equivalent educational requirements which may be acquired through programs ending in degrees, diplomas, certificates, tickets, or professional designation.
Job-Related Experience	In addition to the education requirements, previous experience in specific job functions may be required.
Applied Reasoning and Analytical Skills	The skills required in a job to understand, collect, interpret and analyze different kinds of information and to solve problems.
Interpersonal Skill	The requirement in the job for interactions with other people.
Equipment Skills	Knowledge of the operation, maintenance and/or building of mechanical equipment required to perform the functions of the job.
Dexterity	The physical skills involving coordination, speed and/or precision or large or small muscles required.

Effort

Work Pressure	Measures the effort, strain or demand on energy that comes from lack of control over how and when work is done.
Physical Demand	The type of physical demand using large and/or small muscles which may cause fatigue.
Mental Demand	The level of concentration (intensely focused attention) required.

Responsibility

Responsibility for Resources	The level of responsibility regarding finances, materials, equipment or machinery, physical plant, or confidential/restricted information.
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Responsibility For Others The responsibility or accountability for decision-making regarding others (staff and/or students).

Working Conditions

Environment The disagreeable elements in the work environment.

Health and Safety The kinds of hazardous elements which are encountered.

The job evaluation factor criteria were applied to each job class. Job Fact Sheet Questionnaire information was utilized in the process by the joint Job Evaluation Committee to ensure consistency in application. Preliminary rating decisions were processed through a Joint Job Evaluation Committee. Final rating decisions were achieved through consensus.

G. Job class comparisons

There were thirteen female job classes identified. There were no male job classes identified within the bargaining unit for comparison purposes.

The parties agreed on a representative selection of 6 male job classes from outside the bargaining unit and within the establishment for the purposes of pay equity. In the selection of the male job classes for comparison purposes, in order to obtain a representative group of male job classes the parties selected male job classes which were: from other bargaining units and from non-union jobs, and which were paid on both management and non-management pay scales.

All job classes rated were organized into a job class hierarchy, with a rank order of lowest to highest points, based on total job evaluation points, to establish comparisons.

The methodology used to identify male comparators was to use equal or comparable male comparators having regard to the point value of the male and female job classes being compared.

“Equal or comparable” means that compared job classes need not be identical in point value.

The parties first identified a male job class for each female job class where the work performed was of equal or comparable value. (s. 6(1))

If no male job class or classes with equal or comparable value was identified, the male job class with a lesser value but higher job rate was identified. (s. 6 (2))

1. Job-to-job and proportional value comparisons

The Pay Equity Act stipulates a specific sequence for identifying the appropriate male comparator job class for a 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 of equal or comparable point value, pay equity is achieved when the job rate for the female job class is **at least** that of the lowest job rate of the male job classes of equal or comparable point value.

Where there are female job classes with no equal or comparable male job classes, pay equity is achieved when the job rate for the female job class is **at least** equal to the job rate of a male job class in the same establishment that, at the time of comparison, had a higher job rate but performs work of lower point value than the female job class.

If there is no male job class which is equal or comparable, and no male job class of lower points and higher job rate, pay equity is achieved when the job rate for the female job class is **at least** as great as the proportional value pay equity rate generated for the Toronto District School Board/OSSTF PSSP Bargaining Unit male jobs via regression analysis.

Job rate is defined by the Pay Equity Act as the highest rate of compensation (salary plus benefits) for a job class.

H. Pay equity comparisons

Through the search sequence previously stated the following pay equity comparisons have been made. (Listing is in alphabetical order by Female Job Class).

Female Job Class	Male Comparator Job Class
Child and Youth Workers	Specialist II- Help Desk Technician
Child and Youth Workers - Itinerant	Specialist II- Help Desk Technician

Child and Youth Counsellors	Pension Administrator
Child and Youth Counsellors-Safe Schools	Pension Administrator
Educational Audiologists	Family Team Leader
Multilingual Team Leaders	Workplace Harassment Officer
Occupational Therapists	Family Team Leader
Physiotherapists	Family Team Leader
Psychologists	Manager IT Field/Tech Services
Psychological Associates	Manager IT Field/Tech Services
Psycho-Educational Consultants	Family Team Leader
Social Workers	Family Team Leader
Speech Language Pathologists	Family Team Leader

The job classes requiring a pay equity adjustment are provided in Appendix D.

I. Pay equity adjustments

Initial Lump Sum Pay Equity Payments in lieu of retroactive pay equity adjustments will be made from September 1, 1998 to August 31, 2010 pursuant to the Order of Arbitrator Louisa Davie dated September 14, 2011, attached as Appendix E, in the time frames required by that Order. The Order constitutes an Award within the meaning of section 25.1 of the Pay Equity Act.

Additional retroactive pay equity adjustments will be made from September 1, 2010 pursuant to the terms of this plan (“the Additional Retroactive Pay Equity Adjustments”).

The parties agree that direct male comparators do not exist within the bargaining unit to facilitate job to job comparison and therefore, the parties agree that for the purposes of pay equity and calculating any Additional Retroactive Pay Equity Adjustments that may be outstanding, the male comparators from outside the bargaining unit as listed in this plan will be used.

Employees eligible for a pay equity adjustment will be advised of the amount and timing of the adjustment by separate letter.

The Board will endeavour to have all Additional Retroactive Pay Equity Adjustments processed on or before March 31, 2012 and wages will be paid on the basis of the revised schedule of wages set out at Appendix C from April 1, 2012 forward.

J. Achievement and Maintenance of Pay Equity

This Plan and the Order dated September 14, 2011 constitute the parties' fulfillment of their obligations under sections 5.1 and 6 of the Pay Equity Act to achieve pay equity.

The parties agree to maintain this Pay Equity Plan in accordance with Section 7 (1) of the Pay Equity Act and the terms of the collective agreement between them.

For questions or comments, contact:

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Toronto District School Board

Toronto, ON

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60 Mobile Drive
Toronto, ON M4A 2P3

For Toronto District School Board

Date

For Toronto District School Board

Date

For Toronto District School Board

Date

For OSSTF

Date

For OSSTF

Date

For OSSTF

Date

Appendix A

TORONTO DISTRICT SCHOOL BOARD PSSP PAY EQUITY

JOB CLASSES AND GENDER OF CLASS

JOB CLASSES	GENDER
Attendance Counsellors	Neutral
Child and Youth Workers	Female
Child and Youth Workers - Itinerant	Female
Child and Youth Counsellors	Female
Child and Youth Counsellors-Safe Schools	Female
Court Liaison Workers	Neutral
Educational Audiologists	Female
Multilingual Team Leaders	Female
Occupational Therapists	Female
Physiotherapists	Female
Psychologists	Female
Psychological Associates	Female
Psycho-Educational Consultants	Female
Social Workers	Female
Speech Language Pathologists	Female
Student Equity Program Advisors	Neutral

Appendix B

TORONTO DISTRICT SCHOOL BOARD PSSP PAY EQUITY

FEMALE JOB CLASSES AND MALE COMPARATORS

Female Job Class	Male Comparator Job Class
Child and Youth Workers	Specialist II- Help Desk Technician
Child and Youth Workers - Itinerant	Specialist II- Help Desk Technician
Child and Youth Counsellors	Pension Administrator
Child and Youth Counsellors- Safe Schools	Pension Administrator
Educational Audiologists	Family Team Leader
Multilingual Team Leaders	Workplace Harassment Officer
Occupational Therapists	Family Team Leader
Physiotherapists	Family Team Leader
Psychologists	Manager IT Field/Tech Services
Psychological Associates	Manager IT Field/Tech Services
Psycho-Educational Consultants	Family Team Leader
Social Workers	Family Team Leader
Speech Language Pathologists	Family Team Leader

Appendix C

TORONTO DISTRICT SCHOOL BOARD PSSP PAY EQUITY

SALARY GRIDS

(a) Effective September 1, 2010 the following pay equity adjusted salary grid shall be incorporated into the collective agreement:

Cat A	Cat B	Cat C	Cat D	Cat E	Step
66242	61917	60610	52672	44035	0
69630	65021	63714	55387	45852	1
73019	68120	66813	58082	47669	2
76428	71245	69938	60730	49486	3
79792	74304	72997	63446	51302	4
83181	77427	76120	66140	53120	5
86558	80488	79181	68836	54936	6
89959	83610	82303	71528		7
93346	86713	85406	74220		8
96730	89813	88506	76893		9

The Job Classifications shall be placed as follows:

Attendance Counsellors Category D
Child and Youth Workers Category E
Child and Youth Counsellors Category D
Court Liaison Workers Category D

Educational Audiologists Category B
 Multilingual Team Leaders Category C
 Occupational Therapists Category B
 Physiotherapists Category B
 Psychologists (doctorate) Category A + \$ 2000.00 per year PhD degree allowance*
 Psychological Associates Category A
 Psycho-Educational Consultants Category B
 Social Workers Category B
 Speech Language Pathologists Category B
 Student Equity Program Advisor Category D

* Degree allowance paid pursuant to Job Classification requirement

(a) Effective September 1, 2011 the following salary grid shall be incorporated into the collective agreement:

Cat A	Cat B	Cat C	Cat D	Cat E	Step
68229	63775	62428	54252	45356	0
71719	66972	65625	57049	47228	1
75210	70164	68817	59824	49099	2
78721	73382	72036	62552	50971	3
82186	76533	75187	65349	52841	4
85676	79750	78404	68124	54714	5
89186	82903	81556	70901	56584	6
92658	86118	84772	73674		7
96146	89314	87968	76447		8
99632	92507	91161	79200		9

The Job Classifications shall be placed as follows:

Attendance Counsellors Category D
Child and Youth Workers Category E
Child and Youth Counsellors Category D
Court Liaison Workers Category D
Educational Audiologists Category B
Multilingual Team Leaders Category C
Occupational Therapists Category B
Physiotherapists Category B
Psychologists (doctorate) Category A + \$ 2000.00 per year PhD degree allowance*
Psychological Associates Category A
Psycho-Educational Consultants Category B
Social Workers Category B
Speech Language Pathologists Category B
Student Equity Program Advisor Category D

* Degree allowance paid pursuant to Job Classification requirement

Appendix D

TORONTO DISTRICT SCHOOL BOARD PSSP PAY EQUITY

FEMALE JOB CLASSES REQUIRING PAY EQUITY ADJUSTMENTS

JOB CLASSES	RETROACTIVE DATE
Child and Youth Workers	September 1, 2010
Child and Youth Workers – Itinerant	September 1, 2010
Educational Audiologists	September 1, 2010
Occupational Therapists	September 1, 2010
Physiotherapists	September 1, 2010
Psychological Associates	September 1, 2010
Psycho-Educational Consultants	September 1, 2010
Social Workers	September 1, 2010
Speech Language Pathologists	September 1, 2010

Appendix E

ORDER

INTERIM AWARD

Background

Effective January 1, 1998, the following boards of education were merged to create a single board of education known as the Toronto District School Board ("TDSB" or "the Employer"): the Metropolitan Toronto School Board, the East York Board of Education, the Board of Education for the City of Etobicoke, the North York Board of Education, the Scarborough Board of Education, the Toronto Board of Education, and the York Board of Education ("the Predecessor Boards").

This restructuring was subject to the *Public Sector Labour Relations Transition Act* ("the PSLRTA").

Pursuant to proceedings under the PSLRTA, on June 5, 1998, the Ontario Labour Relations Board designated the Ontario Secondary School Teachers Federation ("the OSSTF" or "the Union") as the bargaining agent for a bargaining unit of Employees known as Unit A for Professional Student Services Personnel ("PSSP") which as of 2008 includes: Attendance Counsellors, Child and Youth Workers, Child and Youth Counsellors, Court Liaison Workers, Educational Audiologists, Multilingual Team Leaders, Occupational Therapists, Physiotherapists, Psychologists, Psychological Associates, Psycho-Educational Consultants, Social Workers, Speech Language Pathologists, Student Equity Program Advisors as well as Inactive Job Classes listed in Appendix D of the District 12, PSSP Collective Agreement. Unit A included Employees who had previously been represented by a variety of bargaining agents, as well as Employees who had previously been non-unionized.

Prior to amalgamation, the seven Predecessor Boards prepared and posted numerous pay equity plans for their respective Employees, including both plans for unionized and non-unionized Employees.

Some of these plans were posted in or around 1990 and additional plans were negotiated during the 1990's prior to amalgamation.

Section 13.1 of the Pay Equity Act ("the PEA") provides that on the sale of a business, the purchasing employer is bound by the predecessor employer's pay equity plan.

This section further provides that if the pay equity plan is no longer appropriate the purchaser and the bargaining agent are required to enter into negotiations with a view to agreeing on a new plan.

Section 13.2 of the PEA makes these provisions applicable to a restructuring under the PSLRTA.

As a result of amalgamation, the Employees in Unit A were covered by numerous different pay equity plans of the Predecessor Boards, including plans that pertained to unionized Employees and plans that pertained to non-unionized Employees.

The Employer and the Union agreed that it was necessary to enter into negotiations for a single pay equity plan to cover all of the Employees in Unit A.

The Employer and the Union have commenced but have not completed negotiations for a single pay equity plan for the Employees in Unit A.

The Predecessor Boards used a number of different payroll systems.

The quality and consistency of the Predecessor Boards' payroll records and payroll practices and the quality and consistency of their employment records and employment practices (including the keeping of current job descriptions as positions changed and new positions were introduced) varied among the predecessor boards.

The Employer adopted a unified payroll system effective January 1, 2000 and the other payroll systems inconsistent with the new system were archived.

The Employer subsequently adopted a new payroll system effective October 1, 2006.

Section 7 (2) of the PEA requires the maintenance of pay equity.

The Union has filed a Request for Review Services under the PEA dated February 13, 2009 with respect to the determination of gender dominance in a job class and the failure to post a Pay Equity Plan in Unit A. These issues need to be determined before a new Pay Equity Plan is developed and retroactive pay equity adjustments determined.

The Union has also filed a grievance dated June 22, 2011, alleging among other things that the Employer has failed to maintain pay equity and has failed to negotiate a go forward pay equity plan all as required by the PEA, thereby violating both the PEA and the *Human Rights Code*, as well as the requirements of the collective agreement, and has claimed damages as a result of these alleged infringements.

Because of the inconsistent payroll and employment practices of the Predecessor Boards, the archiving of the payroll systems, the lapse of time since 1998, and the introduction of both the unified and the new payroll systems by the Employer, the Employer does not have complete, accurate and accessible employment records and job information for all positions in the bargaining unit for the period from June 5 1998 to August 31, 2010. As of September 1, 2010 it will be possible to implement a Go Forward Plan.

The Employer has taken the position that the Go Forward Plan for Unit A should be retroactive to the date upon which restructuring of Unit A positions and implementation of the new payroll system were substantially completed and for which more reliable and comprehensive job information and payroll records are available. The Employer suggests that such a date is September 1, 2010.

The parties desire to resolve all legal disputes regarding the maintenance of pay equity for the period June 5, 1998 to August 31, 2010. The Parties have agreed that entitlement to retroactive pay equity adjustments would commence September 1, 1998 and end August 31, 2010. ("The

Entitlement Period"). The Parties also agreed that the "Entitlement Year" for such adjustments runs from September 1, to August 31 in each year. The Parties further agreed to refer the Go Forward Plan and the retroactive issues to a consolidated arbitration before me as arbitrator.

INTERIM DECISION

Having regard to these facts and circumstances, after hearing submissions of the parties, I hereby award, order and direct as follows:

Part 1- Pay Equity Maintenance for the Entitlement Period and Human Rights Damages

1. All Permanent Contract Employees who are or were employed in a female job class in Unit A during the Entitlement Period for one pay period during an Entitlement Year shall be deemed to have been employed for the entire Entitlement Year. All Permanent Contract Employees who are or were employed in a female job class in Unit A who are entitled to a pay equity adjustment in the Go Forward Plan and whose Job Class is listed in Appendix A to this Award will be entitled to a Credit (in lieu of any pay equity adjustment they would have received retroactively) for every Entitlement Year in which they were actively at work in a female job class in Unit A for the period September 1, 1998 to August 31, 2010 to a maximum of 12 such credits, subject to paragraph 3 (below).
2. The Credit will be valued at \$1600.00 (sixteen hundred dollars) per Entitlement Year adjusted to Full Time Equivalent ("FTE") status.
3. A Non-Permanent Employee is one who works or worked in a female job class in Unit A (described in Paragraph 1 above) which was or is not a permanent assignment. Any Non-Permanent who worked 20 consecutive days or more in an Entitlement Year in the same non-permanent assignment, shall receive a credit worth 90% of the Credit set out in paragraph 2, for any Entitlement Year so worked ("Non-Permanent Employee Credit"). Any other Employee who worked less than 20 consecutive days in the same non permanent assignment is not eligible for any payments under this Award. Any Credits generated by this paragraph cannot exceed a total entitlement per Employee of 12 Credits or more than 1 Credit per Entitlement Year.
4. All Permanent Contract Employees and all Non-Permanent Employees who were employed in Unit A during the Entitlement Period will receive general damages in accordance with s. 41(1) (b) of the *Human Rights Code* in the amount of \$ 400.00 (four hundred dollars) for each Entitlement Year in which they were actively at work to a maximum of 12 years adjusted to FTE.

5. Any Employees who were employed in Unit A during the Entitlement Period who resigned or retired on an Early Leaving Incentive Plan ("ELP") during the Entitlement Period are excluded from any payments under Part 1.
6. An Employee who left the bargaining unit or was terminated or retired during an Entitlement Year is ineligible for a payment in respect of any Entitlement Year subsequent to the Entitlement Year of leaving the bargaining unit, termination or retirement except as hereinafter provided in paragraph 7 below.
7. All Permanent Contract Employees who are or were employed in a female job class in Unit A during the Entitlement Period who are entitled to a Credit or Credits under Part 1 and who retired without receiving an ELP during the Entitlement Period will receive an additional Credit of \$ 400.00 (four hundred dollars) per Entitlement Year adjusted to FTE ("Retirement Credit") to a maximum of 5 Retirement Credits during the Entitlement Period which is post retirement, in lieu of pension increases that would otherwise be accrued if pay equity adjustments were actually paid. In the event that only a portion of an Entitlement Year next follows the Employee's date of retirement the Employee shall nevertheless receive the full Retirement Credit without reduction in respect of that portion of the Entitlement Year. Payments under this paragraph will be made in accordance with the Chart below.

<i>Retirement Date</i>	<i>Retirement Credits</i>
Sept 1/98-Aug 31/99:	1 Credit
Sept 1/99-Aug 31/00:	2 Credits
Sept 1/00 -Aug 31/01:	3 Credits
Sept 1/01 -Aug 31/02:	4 Credits
Sept 1/02 -Aug 31/03:	5 Credits
Sept 1/03 -Aug 31/04:	5 Credits
Sept 1/04 -Aug 31/05:	5 Credits
Sept 1/05-Aug 31/06:	5 Credits
Sept 1/06-Aug 31/07:	5 Credits
Sept 1/07 -Aug 31/08:	5 Credits
Sept 1/08 -Aug 31/09:	5 Credits
Sept 1/09 -Aug 31/10:	5 Credits

8. Employees otherwise entitled under paragraphs 1, 3, 4 and 7 of Part 1 on paid sick leave, WSIB, pregnancy or parental leave, or other approved paid leave are eligible for entitlements under Part 1. An Employee who was on Long Term Disability (LTD) or in the LTD qualifying disability period for the entire Entitlement Period will receive no Credits. An Employee who was on LTD who returns to active employment in the Entitlement Period will receive Credits as described in paragraph 1 above.
9. The Credits shall be paid out in two equal installments over two tax years ("Installment" or "Installments"). The first installment is to be paid on December 31, 2011 for all eligible Employees actively at work as of that date. The second Installment shall be paid on June 30, 2012 for all eligible Employees actively at work as of that date.

10. Human rights damages will be paid out by December 31, 2011 for all eligible Employees actively at work.
11. For Eligible Inactive Employees, defined as those who have left employment at any point within the time period September 1, 1998 and December 31, 2011 [and who are otherwise eligible for a payment or payments under Part 1] the Employer is to make its best efforts to meet the deadlines as stipulated in this Award. It is recognized that it may not be possible to meet such deadlines for all inactive Employees or Employees.
12. No claims under Part 1 will be accepted after June 30, 2013.

Part 2 - The Go Forward Plan

1. While the Parties have agreed on most of the job evaluations of the current jobs in Unit A. the Parties are not ad idem with regards to several key elements of the plan such as ranking, banding and resultant pay schedules. In addition there is an outstanding complaint by some members of the Bargaining Unit pursuant to s. 74 of the Labour Relations Act that involves the evaluation of Occupational Therapists and Physiotherapists.
2. I do not have sufficient information to make a final decision with regards to the Go Forward Plan.
3. Therefore I direct the parties to make further submissions in writing with respect to the Go Forward Plan within 30 days of the date of this award.
4. Upon receipt of the information I can then issue a final full and complete Award.

Part 3 - Implementation of the Interim Award and Related Matters

1. The Employer shall send notification of this Award to all present and former Employees in Unit A to the last known address, place advertisements in the Toronto Star and the Toronto Sun and place a notice on the Employer's website. The Union shall place a notification in the newsletter and on the Union's website for Unit A.
2. In the event that an employee has a dispute regarding issues of Employee status including whether the individual was an Employee, or Eligible Inactive Employee within the meanings attributed to those words in this Award, or what the individual's FTE or temporary status was or is under the terms of this Award, such employee shall submit a

claim in writing to the employer with a copy to the Union. In the further event that that the claim is denied in whole or in part, a committee comprised of two representatives each from the Parties will meet to make a determination.

3. In the event of a dispute which is not resolved by the above Appeal Process or which is not subject to the Appeal Process, as to the implementation of this Award, including but not limited to notice, appeal processes, FTE status, whether an employee is or was a member of Unit A, is or was a member of a female job class entitled to a payment under either Part 1 or Part 2 of this award, is an Eligible Inactive Employee or Employee, or any other matter related to the employee's eligibility under this award, the parties shall first endeavour to resolve the issue as between them, and if unable to do so within 20 work days of the issue arising, shall remit the issue in writing to me for resolution in writing. Unless I require otherwise of the parties, all such issues shall be remitted in writing only, and shall be resolved by me in the form of a brief written interim award without reasons (unless either party shall require such reasons). The first party raising the issue shall provide me in writing with a brief synopsis of the issue, the party's position on the issue and the order sought, within 40 work days of the issue arising and shall simultaneously provide the other party with a copy of its submissions. The second party shall provide me with its written position on the issue and the order sought, within 10 work days thereafter and shall simultaneously provide the first party with a copy of its submissions. The first party shall thereafter have the right, but is not required to, provide me with brief written reply. I shall thereafter render an interim award as described above within 15 work days of the date on which reply submissions must be received (whether they are submitted or not), or such reasonable time period as I may require to provide such an award. For greater clarity, the parties shall be entitled to group related issues together in one request for an interim award under this paragraph, for purposes of administrative convenience, or because the issues may better be dealt with in that manner. For purposes of greater clarity, I may in my sole discretion determine to answer such grouped issues as such in a single interim award, or may divide them into such interim awards as I deem necessary to properly answer the issues raised.
4. The parties shall write jointly to OMERS and if necessary the Teachers' Pension Plan, to seek an exemption from the payment of contributions regarding the damages payable under Part 1 for the Entitlement Period. No payments shall be made pursuant to Part 1 until the exemption (or exemptions) is (or are) received. In the event that the exemption (or exemptions) is (or are) not received until after the timeframe in this Award for payment of such amounts, the timeframe shall be adjusted to reflect that the payments shall be made within three months of the date of the exemption(s).
5. Subject only to paragraphs 3 and 4 in Part 3 the Employer shall make the payments outlined above in Parts 1 and 2 within the timeframes set out by those Parts.
6. The collective agreement between the parties will be amended as of the date of this Award to contain the following articles regarding pay equity:

XX.01 The Board and the Bargaining Unit shall maintain the (date) Pay Equity Plan through a joint job evaluation committee and a joint steering committee structure.

XX.02 The Board and the Bargaining Unit pay equity joint job evaluation system and the Pay Equity Act shall be followed to maintain and amend the (date) Pay Equity Plan between the Board and the Bargaining Unit.

XX.03 Maintenance of the (date) Pay Equity Plan between the Board and the Bargaining Unit shall occur at least annually and not before incumbents have been in their respective job class of at least six (6) months.

XX.04 Both Parties agree that any adjustment and/or increases in compensation arising from pay equity maintenance shall be applied to close the pay equity compensation gap identified during the maintenance process.

XX.05 Nothing in this article restricts the right of the Board to establish new jobs and assign an interim pay rate for such jobs using the joint job evaluation system pending the convening of the annual maintenance process.

7. The Parties agree that all new job classes will be dealt with under the Pay Equity Maintenance provisions listed in paragraph 6 of Part 3 and all retroactivity and go forward issues will be dealt with similarly. For further clarity the following are new positions as of the date of this Award:

ABA Facilitator
Coordinator Gender-Based Violence Prevention
Focused Intervention Coordinator-Mental Health and Wellbeing

8. The Union shall withdraw its request for Pay Equity Hearings Tribunal File Number 1910-10-PE. This Award constitutes full and final resolution of the disputes in this grievance and constitutes an Award within the meaning of section 25.1 of the PEA.
9. The parties have agreed that I shall remain seized of any disputes, disagreements, or necessary further negotiations arising out of this Award as mediator/arbitrator, as well as any disputes about implementation of this Award.

Dated at Mississauga, this 14th day of September , 2011

Louisa M. Davie

Appendix F

TORONTO DISTRICT SCHOOL BOARD PSSP PAY EQUITY

JOBS TO BE EVALUATED

Position	Year to be Evaluated
ABA Facilitator	September 2009
Coordinator- Gender Based Violence Prevention	September 2009
Focused Intervention Coordinator- Mental Health and Wellbeing	September 2011
Female Jobs on the Inactive List attached as Appendix G	To be determined by parties with reference to year in which Female Job(s) were last active

Clarity Note:

1. For greater certainty, the parties agree that for the purposes of comparing the compensation of ten month employees to twelve month employees, the ratios to be used are: 194/220 or 197/220 as the case may be, having regard to the total work days of the female bargaining unit position (the first number) and the total work days of the male comparator (the second number).

2. The Parties agree to the following current male comparators identified for each Category.

Manager IT Field/Tech Services	CAT A
Family Team Leader	CAT B
Workplace Harassment Officer	CAT C

Pension Administrator	CAT D
Specialist II- Help Desk Technician	CAT E

3. The parties agree that any change in circumstance to either the female job class(es) and/or the male job class comparator(s) shall be re-evaluated through the pay equity process established under this plan, and any consequent pay equity adjustments required by the re-evaluation and the requirements of the Pay Equity Act will be implemented by the parties as pay equity maintenance.

Appendix G

JOBS ON THE INACTIVE LIST

Alternative Counsellors

Assistant Attendance Counsellors

Associate Social Workers

Behaviour Resource Counsellors

Change Your Future Counsellors

Change Your Future Initiatives Co-ordinators

Educational Child and Youth Workers

Multilingual Educational Consultants

Multilingual/Multicultural Consultants

Psycho-Educational Associates

SALEP Workers

School Counsellors

Streetworkers

Student Program Worker

Team Co-ordinators of Psychology

Team Co-ordinators of Social Work

Youth Alienation Project Advisor

Youth Counsellors – Secondary