

Model Clause on ~~Pay Equity~~the Human Right to Equitable Compensation¹²

The parties are committed to ~~pay~~the human right to equitable compensation³ equity for all academic staff ~~members in marginalized groups~~⁴. To that end the parties agree as follows:

1. To undertake forthwith an **equitable compensation** ~~pay equity~~ study and to implement the results determined ~~and/or recommended by an equitable compensation pay equity~~ committee before the expiration of this **Collective Agreement**.
2. The study shall be conducted by an **equitable compensation** ~~pay equity~~ committee which shall be composed of **individuals broadly representing equity-seeking members with an equal number of representatives appointed by the association and the employer. The committee shall be co-chaired by the association and the employer.** ~~a minimum of eight individuals, with an equal number of employee and employer representatives, and with representation as broad as possible to enable participation by the greatest number of marginalized group members.~~
3. The employer shall provide adequate resources to the **equitable compensation** ~~pay equity~~ committee to enable ~~it~~them to retain independent experts **as jointly decided by the committee** to provide ~~them with~~ training and advice in **the identification of barriers to equitable compensation and the use of non-discriminatory measures.** ~~pay equity methodologies.~~
4. The employer shall pay all expenses **including but not limited to those of the equitable compensation committee, all the employees involved in the study, administrative and expert consultancy costs, as well as training of committee members in pay equity.** ~~of the pay equity committee, the academic staff association and all employees involved in the study, administrative and expert consultancy costs, as well as training of committee members in pay equity methodologies, etc. by an independent expert in human rights/pay equity. The pay equity committee will determine selection of the independent expert.~~
5. The employer shall reduce workload obligations for employees involved in the work of the pay equity committee and/or the pay equity study.
6. The employer ~~and all employees~~ shall co-operate fully by provision of any necessary information **including but not limited to comprehensive pay and benefits data** to the committee. **Issues of employee consent shall be addressed by the committee.**
7. ~~The employer and the academic staff association members participating in the work of the pay equity committee who receive employment information necessary for the work of the study, shall respect privacy obligations whether they be set out in legislation, this agreement or form an official employment policy of the University.~~

~~8.7.~~ The process, scope and time frames for the **equitable compensation** ~~pay equity~~ study, as well as frequency of future **equitable compensation** ~~pay equity~~ studies, will be determined by the **equitable compensation** ~~pay equity~~ committee. Without restricting the power or scope of the ~~pay equity~~ **equitable compensation** committee's work, the said committee shall:

- i) Determine the pay adjustments to individual faculty or groups of faculty as an outcome of the study;
- ii) Determine any retroactive adjustments, including pension adjustments;
- iii) Make recommendations for revision of practices and procedures that have the potential to, or in fact do, adversely affect any **equity-seeking** ~~marginalized~~ group member in pay or other employment opportunities.

~~9.~~ ~~Proposed methodologies for the study and adjustments shall be reviewed by a consulting expert as per para.3 herein.~~

~~10.8.~~ Failing agreement by the **equitable compensation** ~~pay equity~~ committee on study scope, process or remedial outcomes, the employer shall forthwith retain (and cover all expenses for) an arbitrator external to the university, with experience in labour law **and equitable compensation**, ~~pay equity and/or human rights~~. The selection of the independent arbitrator shall be a joint determination of the academic staff association and the employer.

~~11.9.~~ The arbitrator shall have the powers to **resolve** ~~determine~~ any dispute between the parties concerning the study scope or process, or any remedial outcome including but not limited to

- i) adjusting pay scales or rates for individuals or groups of individuals (prospectively or retroactively),
- ii) adjusting pension contributions and pension entitlements;
- iii) making any other order necessary to meet the mutual commitment of the parties to achieve **equitable compensation** ~~pay equity~~.

The above shall apply unless such adjustment or order requires an amendment to the collective agreement, in which case paragraph ~~12~~ **12** herein applies.

~~12.~~ ~~The employer shall provide the pay equity committee with comprehensive pay and benefits data for the purposes of the study and for ongoing maintenance of pay equity.~~

~~13.10.~~ The employer shall not hold the academic staff association liable for any portion of the pay adjustment or other remedies (or damages) identified by the pay equity study.

~~14.11.~~ To the extent the pay equity study results in determinations by the ~~pay equity~~ **equitable compensation** committee or the arbitrator that pay, pension or other adjustments in practices or policies are necessary and that such adjustments require an amendment to the collective agreement, the parties shall meet forthwith and establish a process for negotiating the amendments. To the extent that adjustments to pay or other practices or policies do not require amendments to the collective agreement, the employer shall implement the changes as determined by the ~~pay equity~~ **equitable compensation** committee.

- i) **The findings of the equitable compensation study related to pay adjustments shall be fully implemented within 60 days.**
- ii) **Any retroactive lump sum payments shall be paid in instalments within two calendar years after consultation with the academic staff member.**
- iii) **All other findings will be implemented over the duration of the agreement.**

~~15.12.~~ No member's salary or benefits shall be reduced as a result of the **equitable compensation** ~~pay equity~~ study.

**Approved by the CAUT Council, November 2005;
editorial revisions, May 2010.**

**Revised by the CAUT Collective Bargaining and Economic Benefits Committee;
August 2018;**

Revision approved by the CAUT Executive Committee, September 2018.

Endnotes

1. ~~Pay Equity~~**Human right to equitable compensation** in this clause is a broader term than that used in provincial **and federal Pay Equity** legislation. The latter is restricted to pay equity for women in relation to their male counterparts, and as well, it is aimed at the comparison of equal pay for work of equal *value*. This model clause is more expansive in its purpose and goals, permitting the remediation of inequity in pay for other **equity-seeking**~~marginalized~~ groups, and enabling the comparison of pay between employees within the same job class / occupational group. Under *Pay Equity* legislation faculty would ordinarily be treated as being in one job class or group and consequently no comparison of wages for male and female faculty within the group or class would be permitted. **Market differentials, starting salaries, and merit increases should be addressed as discriminatory as per the Policy Statement on the Human right to equitable compensation.**
2. **For issues of systemic discrimination, please see the Model Clause on the Elimination of systemic discrimination in the workplace.**
3. **Equitable compensation** ~~Pay~~ refers to total compensation, e.g. including pension and benefits.
4. "~~Marginalized~~**Equity-seeking** groups" connotes a broader representation than the four "designated groups" found in the *Federal Employment Equity Act*. The parties shall determine the categories of "~~marginalized~~**equity-seeking** groups" for the purpose of the collective agreement and this clause.