

MEMORANDUM OF SETTLEMENT

BETWEEN

UNIVERSITY OF ST. MICHAEL'S COLLEGE
(hereinafter referred to as "the University")

-and-

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)**
(hereinafter referred to as "the Union")

MEMORANDUM OF AGREEMENT FOR RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms and conditions set out herein:
2. The term of the renewal Collective Agreement shall be from July 1, 2021, to June 30, 2024.
3. It is agreed that the term of the next collective agreement shall not be more than two years, unless otherwise mutually agreed by the parties.
4. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective agreement which expired on June 30, 2021, provided, however, that all attached amendments are incorporated.
5. Renew Letters of Understanding numbered 1&2 "Snow Days" and "Snow Removal" ; #4 "Fee Waiver";; #7 "Career Transition"; #8 "Licensing Fees"; #9 "Impact of Employment Insurance Legislative Changes"; #10 "Domestic Violence"
6. Delete Letter of Understanding #3 "Green Circled Employees"
7. It is agreed that the parties will meet no later than 30 days post-ratification to discuss Memorandum of Settlement concerning Policy Grievance # USMC-20-01 Residence and Campus Life.
8. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto, numbered 1 to 32 are incorporated.
9. The provisions of the renewal Collective Agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages
10. Across-the-Board (ATB) Salary Increases as listed herein

July 1, 2021: 2% ATB increase, retroactive period July 1, 2021 to June 30, 2022

July 1, 2022: 2% ATB increase, retroactive to July 1, 2022 to current

July 1, 2023: 2% ATB increase, and implement Internal Equity Wage Grid:

							July 1, 2023, Wage Rate
							without 2023 ATB
Pay Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Hiring rate	6 months 1.25% increase	1 year 1.25% increase	2 year 2% increase	3 year 2% increase	4 year 2% increase	5 year 2.1% increase
1	19.80	20.05	20.30	20.70	21.12	21.54	22.00
2	20.70	20.96	21.22	21.65	22.08	22.52	23.00
3	22.05	22.33	22.60	23.06	23.52	23.99	24.50
4	23.40	23.69	23.99	24.47	24.96	25.46	26.00
5	26.42	26.75	27.08	27.63	28.18	28.74	29.34
6	28.80	29.16	29.52	30.11	30.72	31.33	32.00
7	29.70	30.07	30.45	31.06	31.68	32.31	33.00
8	30.60	30.98	31.37	32.00	32.64	33.29	34.00
9	31.50	31.89	32.29	32.94	33.60	34.27	35.00
10	33.30	33.72	34.14	34.82	35.52	36.23	37.00
11	34.43	34.86	35.30	36.00	36.72	37.46	38.25
12	36.09	36.54	37.00	37.74	38.49	39.26	40.10
13	36.90	37.36	37.83	38.58	39.36	40.14	41.00
14	38.70	39.18	39.67	40.47	41.28	42.10	43.00
15	39.60	40.10	40.60	41.41	42.24	43.08	44.00
16	41.40	41.92	42.44	43.29	44.16	45.04	46.00
17	43.20	43.74	44.29	45.17	46.08	47.00	48.00
18	45.00	45.56	46.13	47.05	48.00	48.96	50.00

Notes to Salary Schedule

1. Employees shall move up a minimum of one step on the grid every twelve (12) months of their employment in the job classification to a maximum of the highest step on the grid for the classification except during the first year of their employment, when they move up every six (6) months of their employment.

When an employee changes job classification and is placed in another pay band, they will move up a minimum of one step on the grid every twelve (12) months of their employment in the new pay band.

2. Any employee currently making above the highest step on the grid shall receive negotiated ATBs under this collective agreement.
3. Where an employee is appointed to a classification in a higher pay band, the employee's salary will be increased to the next higher salary step, whereby such step shall be at least equal to or greater than three (3) percent of the employee's current salary.
4. Where an employee is appointed to a classification in a lower pay band, and their current rate of pay is above the highest step on their new pay band, they shall be red-circled until such time that the grid for the classification meets or exceeds the employee's salary. Where an employee's current salary is below the highest step on their new pay band, the employee's salary will be frozen at their current rate, plus any ATBs negotiated under this collective agreement, for the first twelve (12) months in the classification, then they will progress along the steps in their new pay band. For clarity, the hiring rate of a pay band is considered a step on the grid.

5. Newly hired or appointed employees will be paid no less than the starting rate for the pay band of the classification, but the University can, in its sole discretion, place newly hired or promoted employees at any step on the grid above the starting rate (subject to the minimum grid placement for promoted employees as per paragraph 2 above).
6. The University can, in its sole discretion, move employees through the grid at an accelerated rate.
7. For the purposes of retention, recruitment, skills shortage, or to recognize an employee's extraordinary effort and/or contribution, the University may, in its sole discretion, make lump sum payments to employees in addition to an employee's base salary. Any such payments will not form part of and will not increase the base salary of those employees who receive them and will not form part of an employee's compensation or remuneration for any purposes under the Collective Agreement, benefit, or pension plans.
8. University decisions with respect to paragraphs 5, 6, or 7 above are within the sole discretion of the University and in no case shall an arbitrator or board of arbitration have the jurisdiction to make or order any movement or placement on the grid as per paragraphs 5 or 6 or any payments as per paragraph 7.
9. The University will, on a quarterly basis, advise the Union in writing of any grid placements as per paragraphs 5 or 6 above or any payments as per paragraph 7 above.

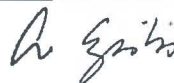
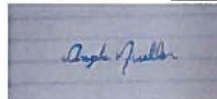
The parties acknowledge that the errors and omissions may occur in these documents, and they will meet as soon as possible to address them.

This Memorandum of Settlement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall constitute one and the same agreement. This agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format, or by an email in which the text confirms that the party accepts and intends to be bound by the terms of the Memorandum and the Memorandum is attached to the email.

FOR THE UNIVERSITY



FOR THE UNION



Date: December 14, 2022

Date: December 14, 2022

Schedule B Benefit Agreements:

1).

Green Shield Benefit Improvements: Effective January 1, 2023
Increase the combined maximum for Chiropractor, Physiotherapy, Massage, Osteopath, Naturopath, Acupuncturist, Homeopath & Occupational Therapist to \$1,100 per benefit year
Expand the list of paramedical practitioners to include Chiropodist & Podiatrist and Dietician & Nutritionist
Increase the maximum for prescription eyeglasses or contact lenses to \$600 every 24 months
Add the costs of laser eye surgery for vision correction as an eligible vision care expense
Increase the maximum for eye exams to \$120 every 24 months
Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist to \$2,700 per benefit year
Add breast pumps with a \$500 lifetime maximum
Increase the maximum for major restorative dental to \$2,250 per benefit year
Add coverage for sperm wash & in vitro fertilization services
Add gender affirmation coverage to support plan members throughout their gender transition journey. Reimbursement of eligible expenses is subject to a diagnosis of "gender dysphoria" from a medical doctor, in addition to a reasonable and customary fee per claim of \$5,000 and an overall lifetime maximum of \$10,000.
Add non-hormonal intrauterine devices (IUDs) to the plan
Child care Benefit - Change definition - a "half-day" will be defined as less than six (6) hours of care.

2). 12.05

In the event it becomes necessary to reduce the workforce in any Department, it is agreed that the Department employee in the classification affected with the least seniority will be laid off first. The affected employee shall be given ~~one (1) week's~~ notice of layoff or pay in lieu thereof **as per the Employment Standards Act.**

3). 13.04 Pregnancy Leave

The Employer agrees to grant a pregnancy leave of up to seventeen (17) weeks, without pay, to any employee who has completed thirteen (13) weeks of employment and who makes a written request for same and provides a Doctor's certificate or a certificate from a certified Midwife stating that they are pregnant. The leave may commence any time up to seventeen (17) weeks prior to the expected date of delivery provided the employee gives the Employer at least two (2) weeks notice of the commencement date.

a) Seniority, vacation and pension credits shall continue during an employee's maternity leave, provided the employee fulfills any requirements for said continuation. The Employer shall make the employee aware of any requirements.

b) For employees with one (1) year of service or more, the Employer will pay ninety-five (95%) percent of salary during the one (1) week waiting period for Employment Insurance benefits, and, for the next sixteen (16) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95%) percent of salary, provided the employee provides proof that the employee has applied for and is receiving Employment Insurance benefits and the amount of those benefits. For employees with seniority who have less than one year of service, the Employer will pay this top up benefit on a pro-rated basis according to the percentage of a whole year and FTE that the employee worked before the first day of the leave, provided that the employee provides proof that the employee has applied for and is receiving Employment Insurance Benefits and the amount of those benefits.

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI Benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to the commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

For employees with one (1) year of service or more who provide the University with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University will provide the following:

- (i) **For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five (95) percent of salary for ten an additional (10) week, for a total of 26 weeks.**

4). 13.08 Family/Floating Personal Leave

a) The University of St. Michael's College shall grant up to four (4) days or up to eight (8) half days of paid ~~family leave and/or paid floating~~ **personal** leave in any calendar year to an employee. Employees shall make their need for leave known to their Supervisor as far in advance as possible. **Examples of Reasons for family personal** leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping in when a regular caregiver is away, ~~Floating days include, but are not limited to,~~ the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement ~~or family leave~~, writing examinations, and attending to emergency situations.

b) In arranging these leaves the interests of the University of St. Michael's College as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

5). 25.02

Sick leave is defined as absence due to an employee's illness or injury, not incurred in the performance of regular duties, **or absence due to quarantine through exposure to contagious disease**, or because of an accident for which compensation under the Workplace Safety and Insurance Act is not payable. The purpose

of sick leave is to provide a measure of income protection for employees who are prevented by sickness or accident from performing their duties.

25.03

Upon completion of their probationary period an employee may be eligible for sick leave with pay for up to fifteen (15) weeks. ~~However, after the fifth period of absence in any contract year, no pay will be given for the first three days of absence.~~

6). LETTER OF UNDERSTANDING #5 Re: Educational Assistance

ELIGIBILITY

Bargaining unit employees.

PROVISIONS

1. One hundred (100) percent Tuition Waived

Tuition fees are waived for a qualifying staff member taking:

- a) A University of Toronto degree course, up to and including the Master's level, *flex-time Ph.D. programs and part-time doctoral studies*. For undergraduate courses, the maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and two (2) full course during the summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee. For Master's level programs, *flex-time Ph.D. programs and part-time doctoral studies*, the tuition waiver shall be limited to ~~the part-time program fee or~~ a maximum of \$3000. per academic year, whichever is less. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining program fee or \$3000. per year, so long as the employee has already received a tuition waiver under this policy;

LETTER OF UNDERSTANDING #6 AMEND AS FOLLOWS:

Re: Pay Equity Job Evaluation

Whereas the parties have previously acknowledged that they are required to have in place a job evaluation process and a Pay Equity Plan to meet the requirements of the *Pay Equity Act* to achieve and maintain pay equity.

and

Whereas the parties agreed it was necessary to move forward with this process as quickly as possible in order to ensure a fair evaluation and classification of jobs in the bargaining unit which is compliant with the *Pay Equity Act*.

therefore

The University of St. Michael's College and the United Steelworkers have now agreed to ~~developing~~ a Pay Equity Plan for the bargaining unit using the SES/U job evaluation tool as the methodology for rating jobs, and the parties have agreed that the factor language, the sub-factors and weightings used in the University of Toronto and Victoria University job evaluation plans will be implemented in the University of St. Michael's College plan, including an agreed to process regarding a Maintenance Protocol to ensure the Plan is maintained properly going forward.

University of St. Michael's College and United Steelworkers

Signed this 4th day of November 2022

Agreed NEW PREAMBLE

We wish to acknowledge this land on which the University of St. Michael's College and USW Local 1998 operate. For thousands of years it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.

FOR THE EMPLOYER



FOR THE UNION



University of St. Michael's College and United Steelworkers

Signed this _7th_ day of November 2022

Article 2 RECOGNITION & SCOPE

2.01

The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees in the City of Toronto, save and except supervisors, persons above the rank of supervisor, members of the academic staff, professional librarians, Human Resources personnel Officer, Executive Assistant to the Bursar, Executive Assistant to the President, Administrative Assistant, Office of the President, Payroll Accountant, Administrative Assistant to the Director, Continuing Education, Executive Assistant to the Praeses, PIMS, Executive Assistant to Principal, Executive Assistant to Dean of Theology, persons regularly employed for not more than twenty-four hours per week and students employed during the school vacation period.

FOR THE EMPLOYER



FOR THE UNION




University of St. Michael's College and United Steelworkers

Signed this _4th_ day of November 2022


2.03

Where short-term staffing shortages (e.g., sick leave/LTD, leaves of absence) in the bargaining unit result in the employer bringing in a contractor/staffing service, the employer will inform the Union by email, with copy to notices@usw.ca and indicate contractor/staffing service number and the anticipated duration.

FOR THE EMPLOYER



FOR THE UNION



University of St. Michael's College and United Steelworkers

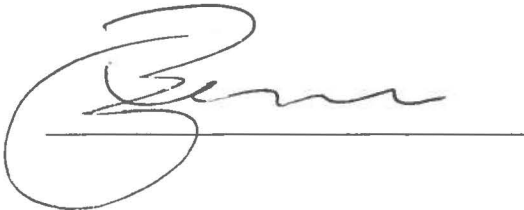
Agreed:

Signed this 26 day of September 2022

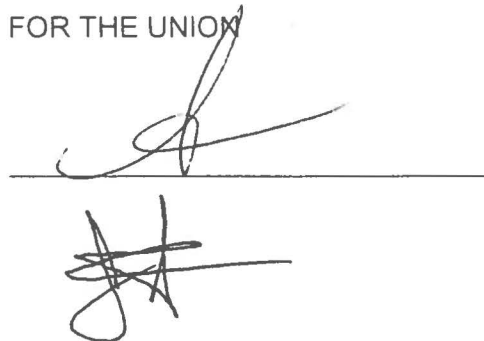
Article 3 Relationship

The parties are committed to equal opportunity in employment for women, Indigenous Peoples, people with disabilities, and people who because of their race, colour, sexual orientation or gender identity and expression have been historically and continue to be disadvantaged in Canada. The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. The Employer and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the Employer.

FOR THE EMPLOYER

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FOR THE UNION

Two handwritten signatures in black ink, written over a horizontal line. The top signature is a simple, fluid stroke, and the bottom signature is more complex and scribbled.


University of St. Michael's College and United Steelworkers

November 7, 8:45 pm

Agreed 3.03

3.03 On the date of hire, the Employer shall introduce new employees to the Steward in the area and shall advise the Union of the hiring of such new employee, their classification and rate of pay at the time of the next monthly dues submission along with their campus mail address. The Employer agrees to provide a copy of the signed offer of employment that includes the classification and rate of pay to the union local. The letter of offer to the candidate shall stipulate that the appointment is subject to this Agreement and provide the name and email address of the Unit President. The employer will also include work email addresses on the seniority list that is provided to the union every 6 months, quarterly.

FOR THE EMPLOYER



FOR THE UNION



Signed this 17 day of October 2022

3.05 (new addition)

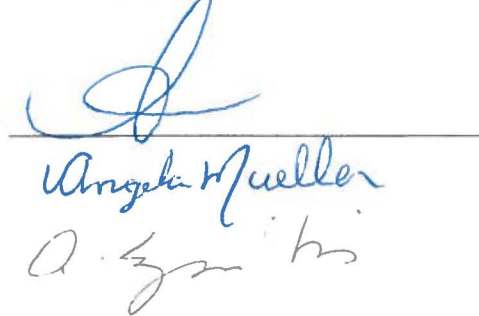
An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the Employer has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 60 days have elapsed from the date the written complaint was brought to the attention of the Employer, identifying the conduct alleged to constitute workplace harassment, the Employer has not provided the employee with a response to the complaint. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

FOR THE EMPLOYER

A handwritten signature in blue ink, appearing to be "G. M.", written over a horizontal line.

FOR THE UNION

A handwritten signature in blue ink, appearing to be "Angela Mueller", written over a horizontal line. Below the signature, the name "Angela Mueller" is printed, and "A. Mueller" is handwritten.


University of St. Michael's College and United Steelworkers

Signed this __4th__ day of November 2022

3.07 new addition

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days from the date the written Report was finalized, signed by the employee, and submitted to the University, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy. If an employee files a grievance under Article 3.05, such grievance shall be filed at Step 2 of the grievance procedure. The time limit for filing a grievance alleging sexual harassment under this Agreement shall be no longer than twelve (12) months after the occurrence of the matter which is the subject of the grievance. ~~The time limits set out in Article 9:01 shall not apply to such grievances.~~ The time limit for the University to issue a Step 2 response under Article 3.07 shall be sixty (60) working days.

FOR THE EMPLOYER



FOR THE UNION



University of St. Michael's College and United Steelworkers

Signed this __17__ day of October 2022

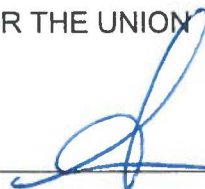
Agreed 3.08 new

Any employee covered by this Agreement who is a respondent to a complaint under Article 3 shall have the right to be accompanied by a Union representative at any stage of the process.

FOR THE EMPLOYER



FOR THE UNION



Angela Mueller
G. Gonzales


University of St. Michael's College and United Steelworkers

Signed this __4th__ day of November 2022

Agreed 3.09 (New) Labour-Management:

The parties agree that there will be a joint Labour/Management Committee consisting of up to two representatives selected by the union, one of whom shall be the Unit President, ~~Chairperson and one other employee~~ and the Bursar and one other management employee. This Committee will meet quarterly to discuss items of mutual concern, which are not the subject of a grievance or collective bargaining. An agenda will be used and will be prepared in advance of such meeting. The Committee shall not have the power or authority to alter, modify or amend any part of the collective agreement.

FOR THE EMPLOYER



FOR THE UNION




University of St. Michael's College and United Steelworkers

Signed this __4th__ day of November 2022

6.02 Union Security

The Employer shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque, ~~as directed by the Toronto area office, payable to the International Treasurer of the Union.~~ The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Lockbox TX#9083, Commerce Court, Postal Station, Toronto, ON, M5L 1K1 in such form as shall be directed by the Union to the University, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Toronto Office.

FOR THE EMPLOYER



FOR THE UNION



University of St. Michael's College and United Steelworkers

Agreed:

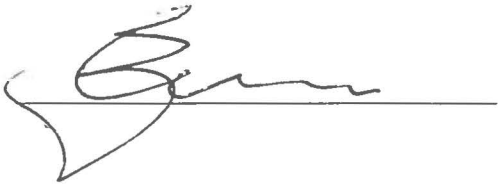
Signed this 26 day of September 2022

7.01 Representation

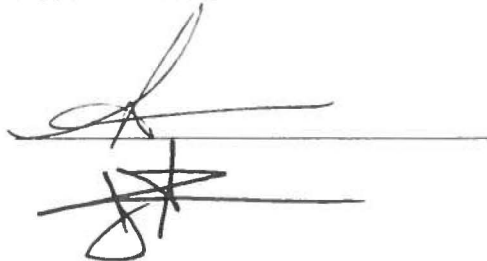
The Employer recognizes the right of the Union to elect or appoint three (3) union stewards, one of whom will be the Unit President, for the purpose of assisting employees in the processing or presenting of grievances. ~~One of the stewards shall be designated as Unit President.~~ The stewards shall have completed their probationary period and the Union agrees to keep the Employer notified in writing, at all times of the names of the employees who are acting in the capacity of Steward.

delete CB

FOR THE EMPLOYER



FOR THE UNION



University of St. Michael's College and United Steelworkers

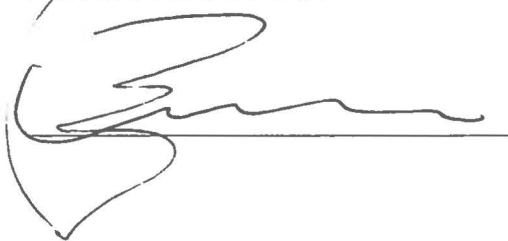
Agreed:

Signed this 26 day of September 2022

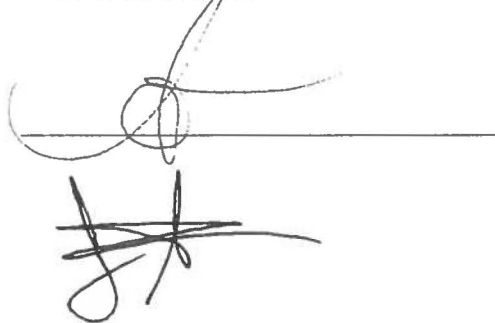
8.01 – NEGOTIATING COMMITTEE

The Employer agrees to recognize and deal with a Negotiating Committee of not more than ~~two~~ three (3) employees who shall be regular employees of the **Employer on the following basis: one appointed from the Category A employees, one appointed from the Category B employees and the Unit President**, along with representatives of the International Union.

FOR THE EMPLOYER

A handwritten signature in black ink, consisting of a large, stylized 'E' followed by a series of horizontal strokes, written over a horizontal line.

FOR THE UNION

A handwritten signature in black ink, consisting of a circular loop followed by several horizontal and vertical strokes, written over a horizontal line.

University of St. Michael's College and United Steelworkers

Signed this _17_ day of October 2022

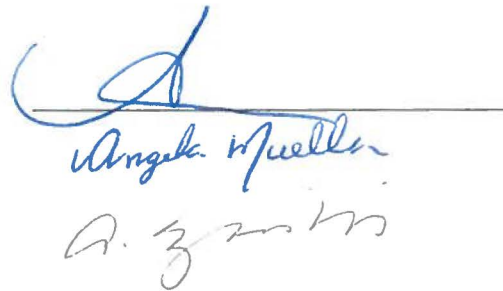
Agreed Oct 17 NEW ARTICLE 9:X

Upon mutual agreement, discharge grievances ~~may shall~~ commence at Step 2 of the grievance process.

FOR THE EMPLOYER

A large, stylized handwritten signature in blue ink, written over a horizontal line.

FOR THE UNION

A handwritten signature in blue ink, written over a horizontal line. Below the signature, the name "Angela Mueller" is written in blue ink, followed by "A. Z. Smith" in blue ink.

Management Non-Monetary Counter Proposal

November 7, 2022

Agreed Article 9 GRIEVANCE PROCEDURE

9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitral if filed more than ~~15~~ 25 working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

9.02 It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, has first given their immediate supervisor an opportunity to adjust the complaint.

9.03 If after registering the complaint with the supervisor and such complaint is not settled within one (1) regular working day or within any longer period which may have been agreed to by the parties (if a longer period is agreed to by the parties, the deadline to file a grievance will be extended by an equal number of working days), the following steps of the Grievance Procedure may be invoked:

STEP 1: The grievance shall be submitted in writing, ~~either directly or~~ through the Union to the Supervisor, copied to Human Resources, within ~~five (5)~~ fifteen (15) working days following the reply of the immediate supervisor. The Supervisor shall hold a meeting with the Union Grievance Committee, not to exceed two (2) in number, within ten (10) working days and shall communicate their position to the union within five (5) working days of such meeting. The grievor may be present if requested by either party.

FOR THE EMPLOYER

FOR THE UNION



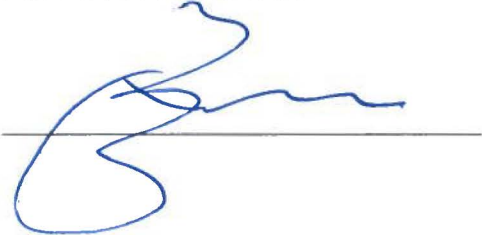
University of St. Michael's College and United Steelworkers

Signed this _17_ day of October 2022

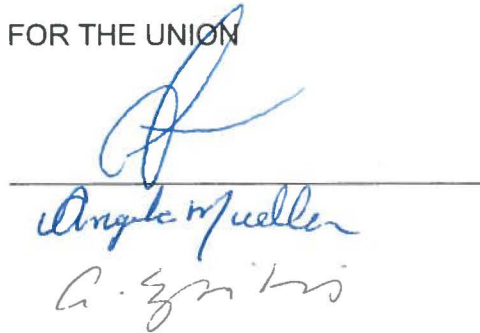
10.04 Discharge Grievances

Disciplinary notations below suspensions will be withdrawn from an employee's disciplinary record after a period of twenty-four (24) months provided the employee has not received subsequent discipline **for a similar infraction** in that period.

FOR THE EMPLOYER

A handwritten signature in blue ink, appearing to be "J. Smith", written over a horizontal line.

FOR THE UNION

A handwritten signature in blue ink, appearing to be "Angela Mueller", written over a horizontal line. Below the signature, the name "A. Zmiers" is handwritten in blue ink.

Signed this _26_ day of September 2022

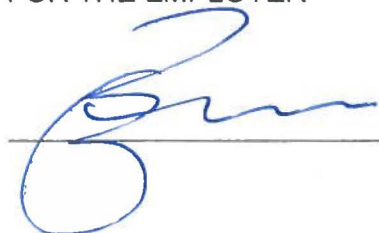
Article 11 ARBITRATION

11.01


Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation or mediation-arbitration in the interest of resolving disputes at an early stage.

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated, either of the parties, after exhausting any grievance procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first party's suggestions for an arbitrator. The parties shall then attempt to select a mutually agreeable arbitrator. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. The arbitrator will hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon the Employer and any employee affected by it.

FOR THE EMPLOYER



FOR THE UNION



Angela Mueller
A. Zorn

Signed this 17 day of October 2022

Article 12 SENIORITY


12.01

An employee will be considered as a probationary employee for their first one hundred and twenty (120) working days and will have no seniority rights during that period. During the probationary period, an employee shall be provided written feedback on their performance after approximately sixty (60) working days of employment. ~~The termination of an employee during their probation may not be made the subject of a grievance under the Grievance Procedure. Such termination shall be made at the sole discretion of the Employer.~~


During the probationary period an employee may be terminated at any time for a lesser standard than just cause. The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or provide any other remedy in the case of a discharge of a probationary employee, unless the discharge was discriminatory, arbitrary, or made in bad faith.

After completion of their probationary period, the employee seniority shall be their length of service in the bargaining unit from their most recent date of hire. However, if an employee has moved directly from temporary employment outside the bargaining unit to probationary status, then after completion of the probationary period that employee's seniority shall be their length of continuous service since the commencement of that temporary employment.

FOR THE EMPLOYER



FOR THE UNION



Angel Mueller
A. Synis

University of St. Michael's College and United Steelworkers

November 7, 2022, 8:45 pm

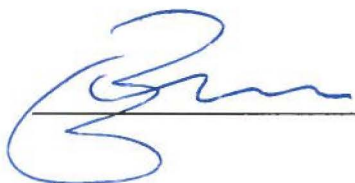
Agreed 12.02

The Employer shall provide the Union an up-to-date seniority list ~~quarterly every six (6) months~~ and will post such list on the bulletin board. At the same time the University will also provide to the Union at notices@usw1998.ca a compatible electronic copy that identifies: employees' names, gender, status (continuing or term), job title, job classification, date first entered classification, base wage rate, wage rate premiums, home address, unique work email address and campus mail address.

The seniority list shall contain the employees' bargaining unit with seniority and job classification. After such posting the list shall become final as the employees' names and dates designated on it, except as to any employee who has disputed the accuracy of their seniority date while the list is posted, in which case it will be subject to adjustment under the Grievance procedure if established to be inaccurate. A copy of the list, including the wage rate of all employees, shall be given to the ~~Unit President~~ Union at the time of posting.

FOR THE EMPLOYER

FOR THE UNION





Signed this _24_ day of October 2022

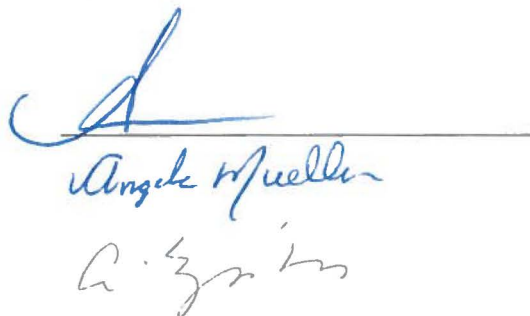
Agreed 12.08:

Where the employer decides to fill a vacancy in the bargaining unit it will post on the three (3) bulletin boards set out in Article 14.01, and post on the University's web site, for a period of six (6) working days, a notice setting out the classification, salary, department, any threshold educational or training qualifications required and the person to whom the application should be directed. Interested employees must submit a written application, including up-to-date resume, within the period indicated on the posting. Employees on layoff are eligible to apply for such vacancies. Selected internal applicants will be interviewed prior to external applicants where practicable.

FOR THE EMPLOYER

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FOR THE UNION

A handwritten signature in blue ink, appearing to be "Angela Mueller", written over a horizontal line. Below the signature, the name "A. Zorn" is written in a smaller, less legible script.

Signed this 17 day of October 2022

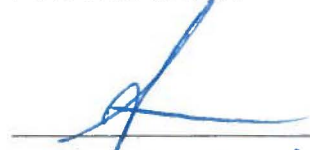
Agreed 12.09

The Employer will select from the applicants the qualified candidate for the vacancy, taking into account qualifications, skill, ability, previous relevant experience and seniority. Where the Employer considers that the first four factors are relatively equal between the qualified candidates, the candidate with the most seniority will be selected. The Employer shall not exercise their decision in an arbitrary or discriminatory manner. **The University agrees that the onus lies with the Employer to demonstrate that the successful candidate was the most qualified. Where an external applicant is selected, when requested to do so, the Employer will meet with the Union to elaborate upon its selection decision.** The Employer will only be required to post one more vacancy resulting from the above selection.

FOR THE EMPLOYER



FOR THE UNION



Angela Mueller
A. Zaitis

Signed this 17 day of October 2022

Agreed 12.13 Term Vacancies

Term vacancies arise when there is:


- (a) A need to replace absent employees; or
- (b) For work on a task or project that has specified time limit including situations where the budgeted funding for the position is time limited.

A term vacancy shall not exceed twenty-four (24) months. Term positions that become continuing positions shall be posted as per Article 12.08.

FOR THE EMPLOYER



FOR THE UNION



Angela Mueller
A. Mueller

University of St. Michael's College and United Steelworkers

Signed this 4th day of November 2022

Agreed AMEND ARTICLE 13 LEAVES OF ABSENCE:

The Employer may grant a leave of absence without pay and without loss of seniority for up to twelve (12) ~~weeks~~ months to an employee who requests such leave in writing at least ~~three (3)~~ four (4) weeks prior to the commencement of such leave. Leave may be granted under this clause for good personal reasons provided that the leave of absence does not interfere with the Employer's operations. Such leave of absence may be extended if there is a good reason for the extension and the Employer and the Union agree. Any request for an extension of the leave must be made in writing prior to the expiration of the initial leave. The Unit President will be notified of all leaves granted and denied under this section.

For clarity, a good reason for a leave of absence without pay as set out above shall not include taking up alternate employment, which may include self-employment, outside the University. Therefore, a leave of absence without pay will not normally be approved for such reasons. However, on an exceptional without prejudice and without precedent basis, such requests may be considered where the University determines in its sole discretion that the alternate employment is demonstrably beneficial to the University, as well as the employee's professional development, and the employee's return to the University can be assured to the University's satisfaction.

FOR THE EMPLOYER



FOR THE UNION



Signed this _24_ day of October 2022

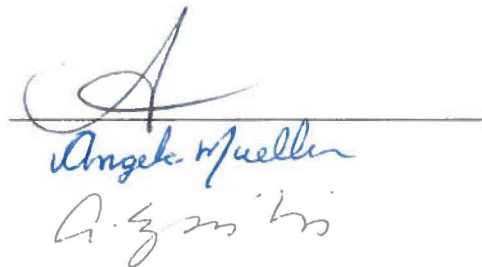
Agreed NEW ARTICLE 13: X HEALTH CARE APPOINTMENTS

Where an employee cannot schedule health appointments outside of their scheduled working hours, the employee shall be given time off without pay to attend such appointments. The employee may be allowed to make up any time lost if operationally feasible. In all instances of absence, the employee may select to utilize available paid time off in the alternative. The employee shall attempt to schedule the appointments so as to minimize the disruption of the employee's working day.

FOR THE EMPLOYER

A large, stylized handwritten signature in blue ink, written over a horizontal line.

FOR THE UNION

A handwritten signature in blue ink, written over a horizontal line. Below the signature, the name "Angela Mueller" and the initials "A. G. Smith" are written in blue ink.


University of St. Michael's College and United Steelworkers

Signed this 4th day of November 2022

Agreed Article 15 UNION REPRESENTATIVE

If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, they shall advise the Supervisor, or their designated representative, who shall then call the bargaining unit employee to an appropriate place where they may confer privately. The ~~International~~ representative will make every effort to have such meeting during the employee's non-working hours.

FOR THE EMPLOYER



FOR THE UNION



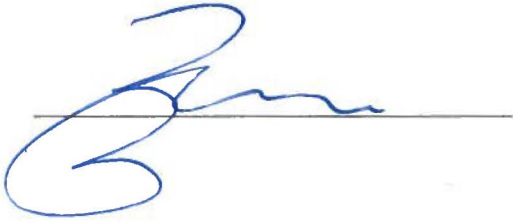
University of St. Michael's College and United Steelworkers

Signed this 17 day of October 2022

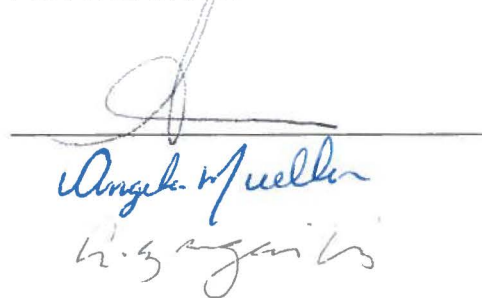
Agreed **NEW ARTICLE 16:X PREGNANCY**

In assessing the health and safety of work, the Employer shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Employer. The employee will have the right to have a Union Representative in attendance during the assessment. Where risks or hazards are identified by the Employer through such an assessment, the University will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

FOR THE EMPLOYER

A blue ink signature, appearing to be "B. M.", written over a horizontal line.

FOR THE UNION

A blue ink signature, appearing to be "Angela Mueller", written over a horizontal line. Below the signature, the text "L. J. Anger" is handwritten.

University of St. Michael's College and United Steelworkers

Signed this _17_ day of October 2022

Agreed NEW ARTICLE 16:X -ACCOMMODATION

The Employer recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.

The Employer shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to Union representation.

The Union or the Employer may request a meeting to discuss an ongoing accommodation case in a collaborative and cooperative manner.

Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union can assign a representative to assist the employee.

With the written consent of the employee, the Union representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

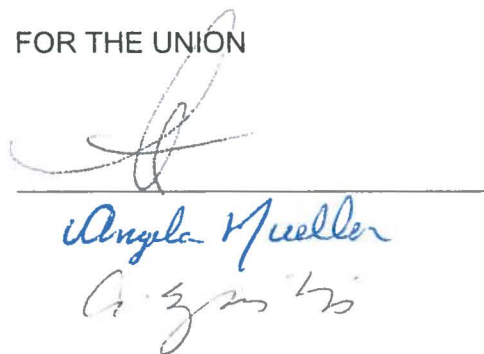
Where the Employer proposes a particular measure of accommodation, or does not adopt a proposal by an employee / Union of a particular measure of accommodation, the Employer shall provide the Union representative with the reasons for the proposal or denial at the Union's request.

Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.

FOR THE EMPLOYER

A large, stylized handwritten signature in blue ink, written over a horizontal line.

FOR THE UNION

A handwritten signature in blue ink, written over a horizontal line. Below the signature, the name "Angela Mueller" is printed in blue ink, followed by "A. Mueller" in a smaller, handwritten style.


University of St. Michael's College and United Steelworkers

Signed this _4th_ day of November 2022

Agreed NEW ARTICLE 24 – NOTICE OF SHIFT CHANGE:

Where possible, the University will provide a minimum of one (1) month's notice of a permanent change in an employee's hours of work per day, days of work per week, starting times and shifts.

FOR THE EMPLOYER



FOR THE UNION



Signed this _24_ day of October 2022

Agreed New, Amend Current 24.11:

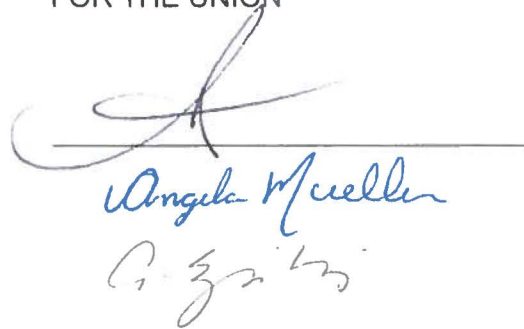
Whenever practical, all authorized overtime will be distributed as equitably as possible among the employees who normally perform the work and will be distributed on a voluntary basis provided there are sufficient volunteers to do the work required.

Further, each Department shall establish a process for overtime approval in exceptional circumstances where the requirement for overtime arises due to urgent and/or unforeseen events and the employee's immediate supervisor is unavailable to authorize the overtime.

FOR THE EMPLOYER

A large, stylized handwritten signature in blue ink, written over a horizontal line.

FOR THE UNION

A handwritten signature in blue ink, written over a horizontal line. Below the signature, the name "Angela Mueller" is printed, and "G. Zaitz" is handwritten below that.

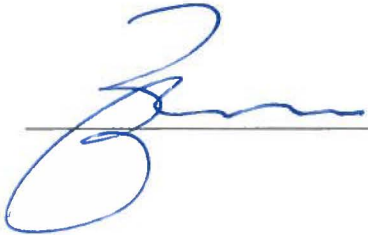
University of St. Michael's College and United Steelworkers

Signed this _24_ day of October 2022

Agreed New Letter Biometrics:

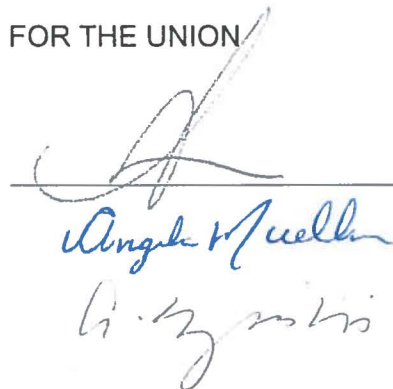
The University agrees that should it decide to expand the use of biometrics beyond Facilities, the University will raise it with the Labour Management Committee and discuss the rationale, privacy issues and data management. This does not preclude the Union from filing a grievance.

FOR THE EMPLOYER



A blue ink signature, appearing to be 'J. Smith', written over a horizontal line.

FOR THE UNION



A blue ink signature, appearing to be 'Angela Mueller', written over a horizontal line. Below the signature, the text 'L. G. Smith' is handwritten.

University of St. Michael's College and United Steelworkers

Signed this __4 day of November 2022

Letter of Understanding: NEW Alternative Work Arrangements

Employees may submit requests for alternative work arrangements under the University's guidelines for alternative work arrangements as they may exist and change from time to time. Such requests may include flexible hours, a compressed work week, remote work setting, hybrid remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

The Division or Department head's decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a matter for University discretion. It is further understood that such arrangements shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

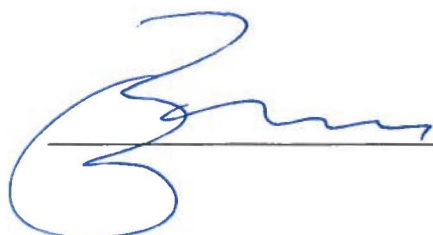
The Division or Department head shall respond to requests for alternative work arrangements within twenty (20) working days, with prior copy to Human Resources for validation. Such requests shall be approved or denied in a written response to the employee.

In the event of an employer-initiated requirement for an alternative work arrangement, the Division or Department head shall provide as much advanced notice to the employee as practicable in the circumstances.

Division or Department heads will utilize the University's guidelines for alternative work arrangements as they may exist and change from time to time in the implementation and administration of alternative work arrangements.

FOR THE EMPLOYER

FOR THE UNION


_____

University of St. Michael's College and United Steelworkers

November 7, 2022

Agreed: New Letter of Understanding: Workload

During collective bargaining discussions for the renewal agreement, the parties acknowledged the importance of regular discussions between staff and management regarding the manageability of workloads. Workload may be impacted by numerous factors, which may include, but are not limited to, seasonality, surge periods, staff shortage and increased demands, process improvements, reorganization, or shifting priorities.

Where an employee or group of employees is concerned, they cannot complete daily assignments or meet the manager's expectations in respect of their work obligations, the employee(s) may request a workload discussion. A request for a workload discussion shall be submitted directly to their manager. The manager, or their designate who shall not be a USW member, shall meet with the employee or group of employees within ~~five (5)~~ ten (10) working days to discuss workload concerns.

Should such concerns have merit, the manager shall consider, among other possibilities, supports such as, but not limited to process improvements, access to available resources and various other reasonable support(s), with a view to making a good faith effort to resolve workload issues.


The manager may meet with the employee(s) to collaborate on a proposed resolution and will make note of any decisions made concerning workload, of which a copy will be shared with the employee. A representative of the Union may assist an employee or group of employees during the workload discussion.

Any resolution as part of a workload review may include a follow-up meeting one month after the review to assess whether the original resolution adequately addresses the concern(s) raised by the employee.

If there are outstanding issues after the one-month follow-up meeting, the employee or group of employees may raise the issue with Human Resources. The following does not preclude the participation of Human Resources at any time.

FOR THE EMPLOYER

FOR THE UNION





University of St. Michael's College and United Steelworkers

Without Prejudice

November 7, 2022 7:45pm

Agreed: NEW Signed Letter (not for CBA): Notification to the Union under SMC CBA

During 2022 collective bargaining discussions, the issue of timely transfer of information-reporting to the Union was discussed. Given that resource constraints at the University of St. Michael's College make the collection and reporting of this information challenging, it was agreed that regular information updates to the Union are best satisfied by ensuring that the various components of bargaining unit-reporting listed herein are directed to USW's centralized email at notices@usw.ca

Subject to any clarity in the Collective Agreement around timing and/or frequency of delivery of this information, it is agreed nonetheless that the University will ensure that this information is delivered to the listed recipients in a timely fashion.

Article 2:01 - written notice of new excluded positions with job posting or description – to SMC President with copy to notices@usw.ca

Article 2:03 – written notice of contractors to SMC President with copy to notices@usw.ca

Article 3:03 – copy of letters of hire to SMC President with copy to notices@usw.ca

Article 9:03 - step 1 and 2- denial to SMC President with copy to notices@usw.ca

Article 10:02 – copy of disciplinary letters - to SMC President with copy to notices@usw.ca

Article 10:06 - contact SMC President directly

Article 12:02- seniority list - to SMC President with copy to notices@usw.ca

12:05 – copies of lay off letters and informing of contractors - to SMC President with copy to notices@usw.ca

12:13 – hiring of term employees - to SMC President with copy to notices@usw.ca

13:01 – leaves of absence - to SMC President with copy to notices@usw.ca

16:01 – WSIB form 7 to SMC President with copy to healthandsafety@usw.ca

FOR THE EMPLOYER

FOR THE UNION

