

## 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, 2024, to June 30, 2026.
3. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective agreement which expired on June 30, 2024, provided, however, that all attached amendments are incorporated.
4. Renew of Letters as incorporated within. Understanding numbered 1&2 "Snow Days" and "Snow Removal"; #3 "Fee Waiver"; #6 "Career Transition"; #7 "Licensing Fees"; #8 "Impact of Employment Insurance Legislative Changes"; #10 "Alternate Work Arrangements"; #11 "Workload"; #12 "Biometrics".
5. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto, numbered 1 to <sup>48</sup> are incorporated.
6. 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.
7. All bargaining unit employees actively employed on the date of ratification will receive a \$250 one time only payment to be implemented within two pay periods of ratification of this Memorandum of Agreement.
8. Cross-the-Board (ATB) Salary Increases as listed herein:
  - July 1, 2024: 7% ATB increase, retroactive period July 1, 2024, to date of ratification, for all employees actively employed in the bargaining unit on the date of ratification.

July 1, 2025: 1.8% ATB increase

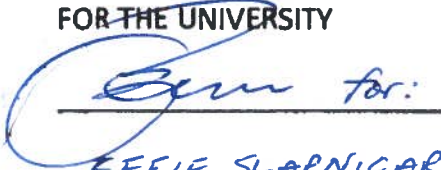
**Wage grids to be amended to reflect across the board (ATB) increases**

**Notes to Salary Schedule A "Wages" Remain Unchanged from Previous Agreement(s).**

**The parties acknowledge that 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

  
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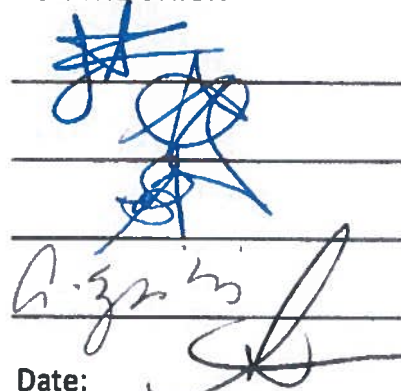
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Date:

November 7, 2024.

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Date:

November 7, 2024.

**Schedule B Benefit Agreements:**

**1). Unless otherwise indicated within, all other benefits are renewed without change.**

<b>Green Shield Benefit Improvements: Effective January 1, 2025 if ratified no later than November 30, 2024.</b>
Increase the combined maximum for Chiropractor, Physiotherapy, Massage, Osteopath, Naturopath, Acupuncturist, Homeopath & Occupational Therapist from \$1,100 <b>to \$1300</b> per benefit year
Increase the maximum for prescription eyeglasses or contact lenses from \$600 <b>to \$650</b> every 24 months. Eye exams remain at \$120 every 24 months
Increase the combined maximum for Psychological, Master of Social Work or Psychotherapist from <b>\$2,700 to \$3000 in benefit year one; \$3000 to \$3100 in benefit year two. Individual amounts are per benefit year</b>
Increase the maximum for major dental restorative services from <b>\$2,250 to \$2,350</b> per benefit year
<b><u>Include 100% coverage for anesthesia for basic dental services for dependent children under the age of 21, in accordance with the terms of the benefit plan</u></b>
Increase drug dispensing fee coverage for prescription drugs from <b>up to \$6.50 to \$7.50</b>
Child Care Benefit - renew Letter #3 Fee Waiver for Dependents - renew Letter #6 Career Transition Services – renew Letter #7 Licensing Fees - renew Letter #8 Employment Insurance - renew

**2). LETTER OF UNDERSTANDING #4**

**Re: Educational Assistance**

The University agrees that employees in the bargaining unit shall be entitled to the benefits of the Educational Assistance Policy attached hereto.

**INTRODUCTION**

In keeping with its policy objective to provide staff members with opportunities for personal development and establish a working environment that will encourage them to develop their abilities, the University has designed this practice on Educational Assistance. Its provisions define the extent to which the University will financially assist staff to further their formal education.

**TERMS OF REFERENCE**

Qualifying staff members referred to below are those staff who are eligible in terms of university service (described under ELIGIBILITY) and have academic acceptability by the Faculty, School, Centre, etc., from whom the course is to be taken and the approval of the Department Head before beginning the course as described **below under PROCEDURES.**

## 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 courses 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 a maximum of ~~-\$3000~~ **\$3200** per academic year. The University will also waive the balance of degree fee, to the lesser of the equivalent remaining program fee or ~~-\$3000~~ **\$3200** per year, so long as the employee has already received a tuition waiver under this policy; or -
  - b) A University of Toronto course taken as part of the "Academic Bridging" program; or
  - c) A University of Toronto course taken as a "special student"; or
  - d) A diploma or certificate program offered through Woodsworth College or other University of Toronto academic divisions, for which students are registered as University of Toronto students and receive diplomas at Convocation in accordance with the University Policy on Diploma and Certificate Programs. The maximum tuition waiver shall be limited to three (3) full courses during the Fall/Winter session, and one (1) full course during the summer session and reimbursement will be limited to the equivalent general Arts and Science course tuition fee.
  - e) **non-degree credit** courses offered by the school of Continuing Studies **and other university of Toronto divisions** that are work or job related, up to a maximum of ~~seven hundred and fifty \$750~~ **eight hundred (\$800)** dollars per course, and personal interest courses for which a taxable benefit is assessed up to a maximum of three hundred and fifty (\$350) dollars per course, with a combined maximum of four (4) courses per academic year.
  - f) Courses should be taken outside of normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Department Head is obtained and alternative work arrangements are made.
- ### 2. Fifty (50) per cent Tuition Reimbursed

Fifty (50) per cent of tuition fees will be reimbursed to a qualifying staff member who shows successful completion of a job-related course given at a recognized educational institution (other than in 1. above) **up to a maximum of \$750 per course and a combined maximum of four courses per academic year.** Such courses should be taken on the staff member's own time, after normal working hours and must be either:

- a) Individual skill improvement courses, which are related to the staff member's present job or to jobs in the same field to which the staff member might logically aspire.
- b) Courses of study leading to undergraduate certificates, diplomas or degrees offered at recognized educational institutions.

- c) Such courses must either be an asset to the staff member in the performance of their present job or directly related to their potential career. Individual courses, even though unrelated, will qualify provided they are a part of an eligible certificate, diploma or degree program

This Policy is conditional on the University of Toronto continuing to permit access to the employees and their dependents at no cost to the Employer.

University of St. Michael's College and United Steelworkers

November 6, 2024

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, Executive Assistant to the Bursar, Executive Assistant to the President, Administrative Assistant, Office of the President, Payroll Accountant, ~~Administrative~~ Executive 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




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FOR THE UNION




November 6, 2024.



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A. G. Smith



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University of St. Michael's College and United Steelworkers

October 22, 2024

2.02 No employee who is currently serving or has successfully completed their probationary period will be either terminated or laid off from the bargaining unit as a direct result of contracting out.

The employer will not contract out work which is normally performed by an employee who is on temporary layoff.

FOR THE EMPLOYER

FOR THE UNION

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University of St. Michael's College and United Steelworkers

October 24, 2024

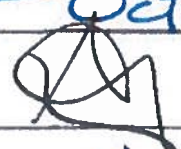

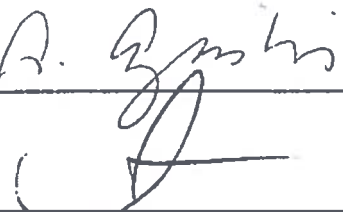
2.03 Where short-term staffing shortages (e.g., sick leave/LTD, leaves of absence) in the bargaining unit result in the employer bringing in a contractor/staffing service/ temporary agencies, the employer will inform the Union by email, with copy to notices@usw.ca and indicate the anticipated duration. It is agreed that the total length of time a temporary vacancy is filled in this manner shall be six (6) months or less, unless mutually agreed by the University and the Union.

In addition, for any assignment exceeding six months, the University will ensure that they have confirmed with the Union and contractor/staffing service/temporary agency that the worker's rate of pay is not below the hiring rate for the job classification.

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University of St. Michael's College and United Steelworkers

October 24, 2024


3.03 On the date of hire, the Employer shall introduce new employees to the Unit President and 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, provide a copy of the 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 quarterly.

New members shall be allowed to meet with the Union for two (2) regular working hours with no loss of pay. These meetings shall be arranged in the following manner:

(1) The Union shall provide the Employer with a schedule of quarterly meetings.

(2) The Employer shall notify any new employee of the dates of the next scheduled meetings.

FOR THE EMPLOYER

  
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FOR THE UNION

# October 24, 2024.  
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University of St. Michael's College and United Steelworkers

3.05 Employees of the Employer will neither engage in nor be subject to threats of physical abuse, physical harm or other forms of workplace violence. All forms of workplace violence will not be tolerated.

Employees of the Employer shall not engage in or be subject to harassment which comprises a course of vexatious conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient and which is known or ought reasonably to be known to be unwelcome. For clarity, this does not include the proper performance of management functions, the exercise of management authority or the issuance of discipline to an employee.

Workplace violence or harassment described above shall be treated as a serious disciplinary offence and violators will be disciplined accordingly.

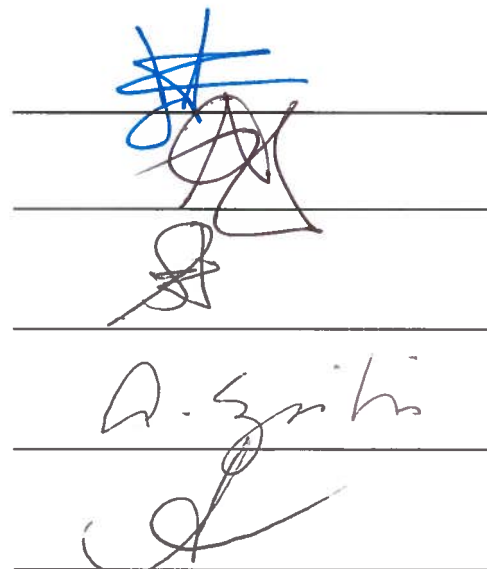
An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the Employer has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 60 days have elapsed from the date the written complaint 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



FOR THE UNION



September 16, 2024

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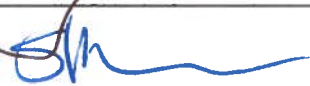

No Reprisal

Further, every employee has the right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without the fear of retaliation or reprisal, including but not limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another "University Policy or Guideline", provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise egregious ~~clearly improper~~. For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 3 of this collective agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise egregious ~~clearly improper~~. Both the Respondents and Complainants shall be made aware of this Article if they are members of the bargaining unit.

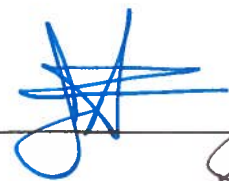


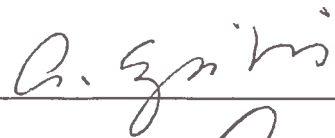

Any allegation(s) of reprisal or retaliation may be the subject of grievance at Step Two of the Grievance Procedure.

An employee, who makes a report of sexual violence or sexual harassment, may request, through the Union, to minimize contact with the respondent. Every effort shall be made to do so, without the complainant suffering any penalty. The University and the Union agree to treat such requests as confidential to those directly involved.

FOR THE EMPLOYER

  
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University of St. Michael's College and United Steelworkers

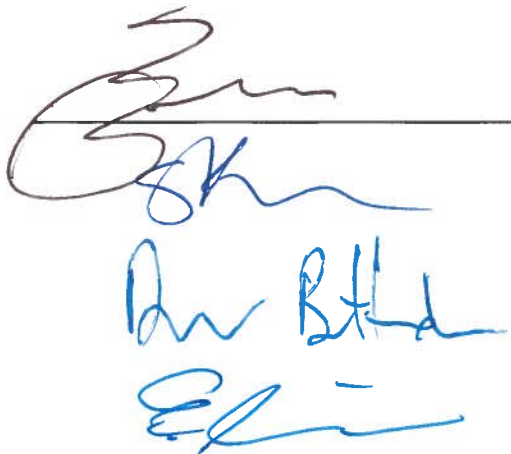
September 17, 2024

3.07 In the event the University decides to investigate a report of sexual violence and/or sexual harassment under the applicable University Policy or Program, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of the investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objections shall provide the reasons and ground therefor. The University shall give due consideration to all such objection and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

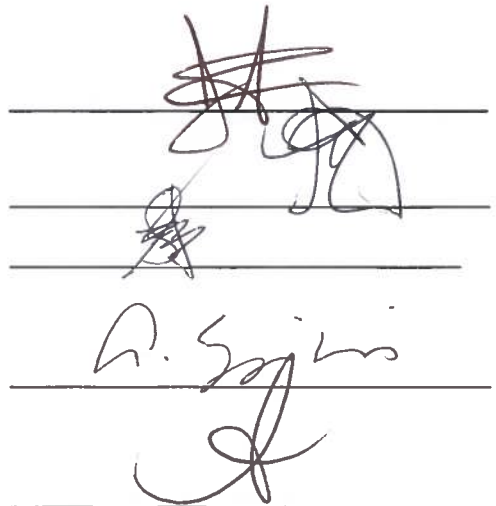
No information relating to the complainant's personal background or lifestyle shall be admissible during the grievance or arbitration process.

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 limit for the University to issue a Step 2 response under Article 3:07 shall be sixty (60) working days. Where there is a case of alleged sexual harassment and the alleged harasser is the Supervisor of the complainant / grievor, the time limit to file a complaint or grievance shall extend to eighteen (18) months.

FOR THE EMPLOYER

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FOR THE UNION

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University of St. Michael's College and United Steelworkers


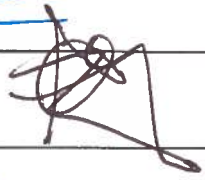
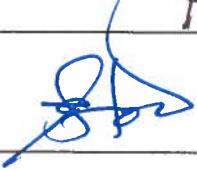

September 16, 2024

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

FOR THE EMPLOYER

  
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USW PROPOSAL

WITHOUT PREJUDICE


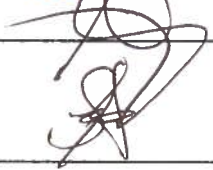

OCT 21, 2024

10.02 Where a steward is available, a discharged employee shall be given a reasonable opportunity to speak to a Steward prior to leaving the Employer's premises. ~~The Union will be given a copy of any disciplinary notice, written warning, and suspension or discharge letter within 24 hours.~~

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October 21, 2024.

University of St. Michael's College and United Steelworkers


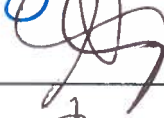

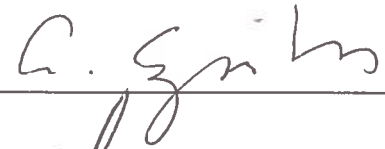

10.03 Employees shall be entitled to review their personnel file, provided that four (4) business days' notice is given to the Human Resources Office.

Employees are entitled to be accompanied by a union representative to review their personnel file. The employee or the Union may inquire as to the presence of any document in the employee's personnel file and request that said document be removed. If the Employer and the Union agree that the document is not relevant, the Employer shall confirm in writing that the document has been removed.

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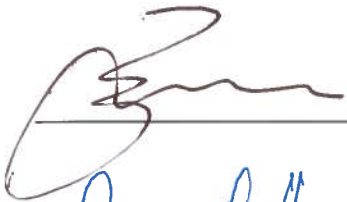
University of St. Michael's College and United Steelworkers

October 16, 2024



10.04 ~~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.~~

Any notice of disciplinary action which is intended to form a part of employee's record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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University of St. Michael's College and United Steelworkers

10.05 If the employee is to attend a meeting where they are to receive a written warning, suspension or be discharged, they will be notified of their right to union representation and will be entitled to union representation if they so request and a union steward is available. At any meeting where discipline will be imposed, the Union will be notified in advance of these meetings and shall send a Steward or other authorized Union Representative.




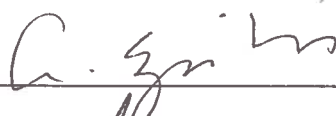

Employees will be notified of their right to union representation.

Where an employee is required by their manager to participate in a meeting to investigate a matter which could lead to disciplinary action, the employee will be notified of the day, time, location, general purpose of the meeting and their right to have a Union Steward attend such a meeting. The Union will be notified in advance of these meetings and shall send a Steward or other authorized Union Representative. The Union Steward and employee may meet together fifteen (15) minutes prior to the start of the meeting with the Employer.

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FOR THE UNION





  
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University of St. Michael's College and United Steelworkers


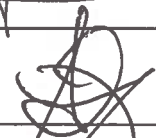

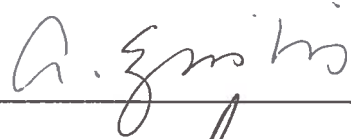
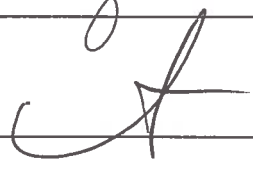
September 16, 2024

10.06 The Union recognizes that there may be situations where a representative is requested after the commencement of a meeting and that advance notice will not always be practicable or possible. In such a case, the University shall notify the Union without delay that a representative is needed and without further discussion of the matter with the employee concerned.

FOR THE EMPLOYER

  
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University of St. Michael's College and United Steelworkers

September 16, 2024

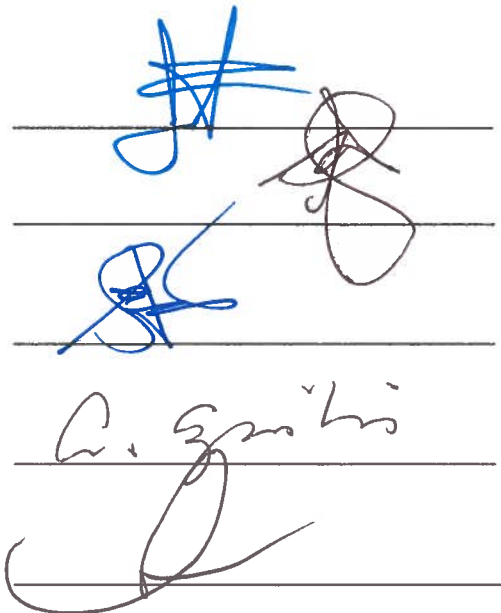
12.02 The Employer shall provide the Union an up-to-date seniority list quarterly and will post such list on the bulletin board. At the same time the University will also provide to the Union at notices@usw1998.ca a compatible electronic copy that identifies: employees' names, status (continuing or term), personnel number, position number, 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 Union at the time of posting.

FOR THE EMPLOYER

FOR THE UNION





University of St. Michael's College and United Steelworkers

October 22, 2024

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 notice of layoff, or pay in lieu thereof as per the Employment Standards Act. ~~The Unit President shall be advised of the names of the employees being laid off.~~

The University shall meet with the Union ahead of an indefinite layoff being issued and share with the Union the reasons for the layoff. The Local Union President and Unit President shall be notified of the names of any employees affected by a decision to reduce the workforce one (1) week in advance of notice being given to employees. A copy of each lay-off letter will be given to the Union when the letters are delivered to the employees. The Unions shall also be informed of any displacements resulting from a layoff.





An employee who is laid off may displace the most junior employee ~~within their group (A or B) as set out in 23.01~~ who is in an equal or lower rated job provided they have more seniority than that employee and has the skill, ability and qualifications to perform that employee's work with a eight-day training and familiarization period. ~~with no training. Such employee who appears to have the skill, ability and qualification shall have a five day familiarization period in the new job.~~ This provision will also apply to the displaced employee, but not to any employee displaced thereafter.

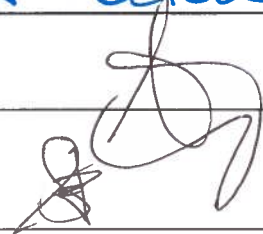
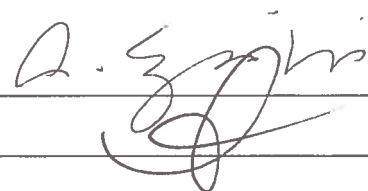
Notwithstanding the above, in the event of a layoff in either Group A or Group B, part-time employees performing bargaining unit work will be laid off before bargaining unit employees within each respective Group, provided that seniority employees within the Group are available and have the skill and ability to perform the work performed by the part-time employee.

~~The Employer will inform the Union of each temporary agency worker it hires to perform bargaining unit work and the rate of pay for such worker.~~

FOR THE EMPLOYER

FOR THE UNION

  
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University of St. Michael's College and United Steelworkers

September 20, 2024

12.06 Employees on layoff for over seventeen (17) weeks may prior to receiving notice of recall as provided in 12.03(d) waive their recall rights and receive Severance Pay in accordance with Schedule "C". Upon the expiration of an employee's recall rights in Article 12.03(c), the employee will receive Severance Pay in accordance with Schedule "C".

**Employees on layoff may continue coverage under the Benefits set out in Schedule B other than LTD and Child Care Benefit until the end of the 6th month following layoff (to the extent that the employee was enrolled in these benefits prior to the date of layoff) if the employee prepays monthly the employee share of the premium or contribution cost of the benefits. If the employee so elects, the Employer will continue to pay the employer share**

**FOR THE EMPLOYER**

**FOR THE UNION**


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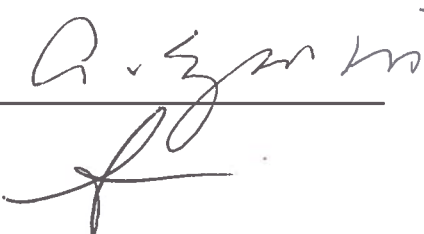
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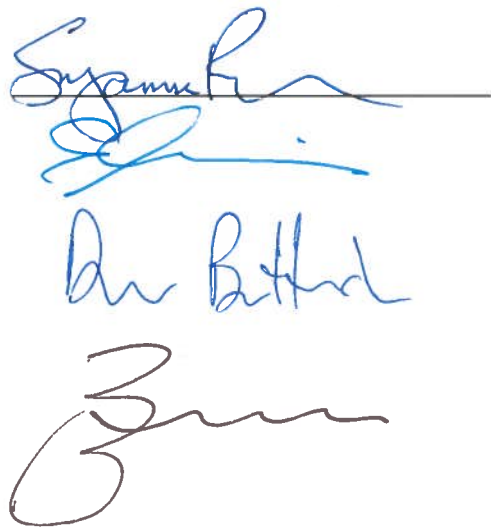


University of St. Michael's College and United Steelworkers


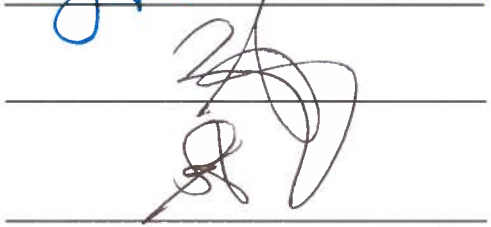
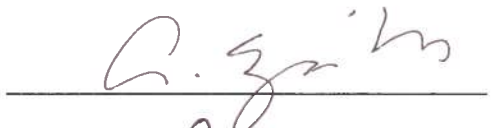
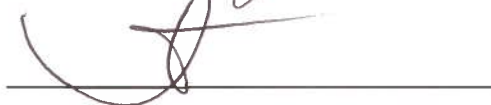
October 22, 2024

12.07 Laid off employees will be recalled in order of seniority to vacancies in a lower or equal rated job in their Group provided they have the skill, ability and qualifications to perform the work required in a vacant job. This takes precedence over job posting.

FOR THE EMPLOYER






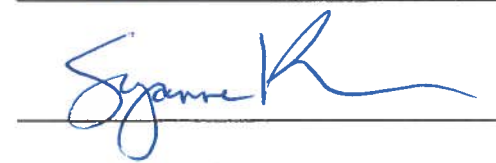
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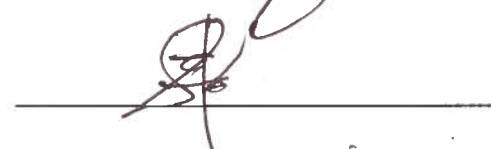
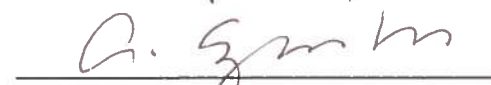

University of St. Michael's College and United Steelworkers

12.08 ~~Where the employer decides to fill a vacancy in the bargaining unit it~~ The Employer shall continue its current practice of providing written notice of continuing and term job vacancies. The Employer will post on the Elmsley Hall three (3) bulletin boards set out in Article 14.01, and email members in the USW Job Posting Listserv Department with the vacancy and post on the University's website, 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~~ Qualified internal applicants will be interviewed prior to external applicants where practicable.

FOR THE EMPLOYER

FOR THE UNION

University of St. Michael's College and United Steelworkers

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.

Upon request, the Employer shall provide internal applicants with copies of the relevant job description.

When an employee applies, is found to be qualified, but is not given the position, the employee may ask for and will be given advice on how to improve their qualifications, and advice in developing a career development plan and/or job search skills.

FOR THE EMPLOYER

FOR THE UNION

  
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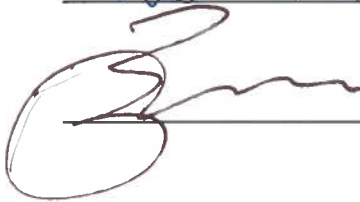
  
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University of St. Michael's College and United Steelworkers

October 24, 2024

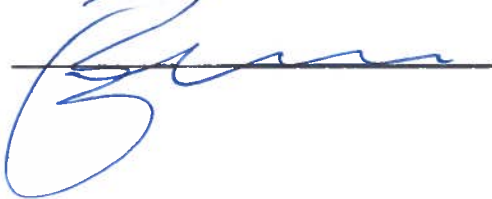
13.01 Unpaid Leave of Absence

The Employer may grant leave of absence without pay and without loss of seniority for up to twelve (12) months to an employee who requests such leave in writing at least 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.

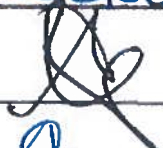


For clarity, a good reason for a leave of absence without pay as set out above shall not include taking up alternate employment, which may include self-employment, outside the University. Therefore, a leave of absence without pay will not normally be approved for such reasons. However, on an exceptional 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.

**Where an employee has been granted leave of absence without pay for one month or greater in accordance with the above, and the employee wishes to maintain one or more of their benefits, including their pension benefit, the employee shall be responsible to pay on a monthly basis both the University's and Employee's share of all benefit plans in which the employee is enrolled prior to the leave of absence being granted by making direct payment, in advance, to the University.**

FOR THE EMPLOYER



FOR THE UNION

~~Handwritten signature~~ October 24, 2024.  
  
  
A. Zinich  


University of St. Michael's College and United Steelworkers

October 24, 2024

13.02 Union Related Leave of Absence

Employees who have been elected or appointed by the Union to attend Union conventions, conferences or other official Union business shall be granted a leave of absence without pay, provided the leave would not unduly interfere with operations. The Union will notify the University in writing as early as possible prior to the start of the leave, but in no event less than fourteen (14) days, of the names of the employees to be on leave. Such request shall not be for more than two (2) employees at any one time, or more if mutually agreed and will not be for more than one (1) employee from any one department, or more if mutually agreed. The total number of days granted under this article shall not exceed thirty-five (35) days in aggregate in a contract year. Employees on such leave of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

FOR THE EMPLOYER

  
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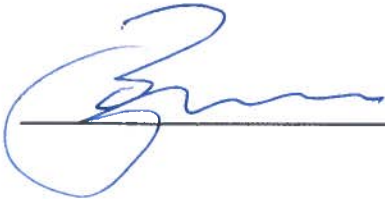
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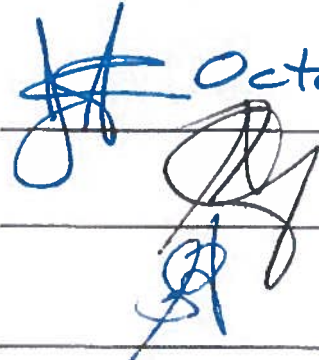


13.03 Any one (1) employee who is appointed or elected to a permanent full-time staff position with the Union will be granted a leave of absence without pay ~~once during this agreement~~ for a period of up to one (1) year. Written application for such leave shall be made by the Union at least four (4) weeks prior to the commencement of the requested leave. ~~Such leave may be extended by an additional two-year period~~ **The Employer will grant year to year extensions** upon written request given at least four (4) weeks prior to the expiry of the ~~first year of leave~~. The employee will return to their position at the end of the leave if the position still exists. Any training required to fulfill their duties will be provided by the employer. If the position is eliminated during the leave the employee will be subject to, and eligible to use the provisions of Articles 12.05 to 12.07. If there are existing vacancies they may also apply under Articles 12.08 and 12.09.

FOR THE EMPLOYER



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FOR THE UNION

~~JK~~ October 24, 2024.  
  
  


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University of St. Michael's College and United Steelworkers

October 24, 2024

13.08 Personal Leave


The University of St. Michael's College shall grant up to ~~four (4)~~ five (5) days or up to ~~eight (8)~~ ten (10) half days of paid 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 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 the observance of religious holidays, professional appointments, court appearances, supplementing a bereavement, writing examinations, and attending to emergency situations.



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.

Such leaves shall not be used for the sole purpose of extending vacation or long-weekends .

FOR THE EMPLOYER

  
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FOR THE UNION

~~AT~~ October 24, 2024.  
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University of St. Michael's College and United Steelworkers

October 24, 2024



17.03 Any employee who is required to use their own vehicle for university business will receive a transportation allowance of ~~forty-seven cents (\$0.47)~~ fifty-seven (\$0.57) per kilometre.

For employees who are required to travel for university business and who are not able to use a personal vehicle, with prior approval from their supervisor, the University shall cover the cost of public transportation, or a taxi/ride share service in cases in which public transportation is not a viable option.

FOR THE EMPLOYER

  
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University of St. Michael's College and United Steelworkers

October 24, 2024

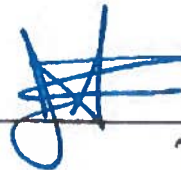
18.02 The Employer agrees to pay into the Steel workers Toronto Area Council Member Assistance Fund USW's Lifeline Foundation the sum of \$4,000 (four thousand) in each year of the Collective Agreement.

FOR THE EMPLOYER




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FOR THE UNION

 October 24, 2024.

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A. Smith

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University of St. Michael's College and United Steelworkers

October 24, 2024

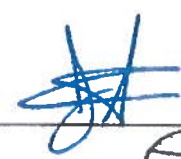
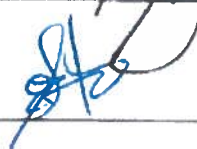


Article 19 JURY DUTY

If an employee who ~~has completed their probationary period~~ is called for jury duty or subpoenaed as a witness ~~to give evidence on behalf of the Crown~~ in a case in which the Crown is a party, they shall receive a normal day's pay for each work day they are absent, provided that they furnish the Employer with proof and details of jury notice or subpoena and signs over to the Employer any jury duty or witness fee received from the Court or Crown. If an employee is excused from jury or witness duty for one (1) or more scheduled workdays due to Court adjournments or other reasons, the employee must report for work on their regularly scheduled shift. The employee is responsible to notify the University as soon as the employee receives notification of jury duty or subpoena as a witness.

FOR THE EMPLOYER

  
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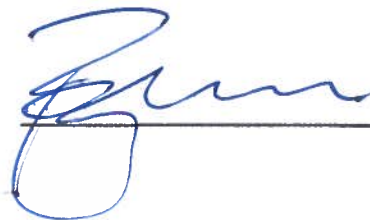
University of St. Michael's College and United Steelworkers

October 24, 2024



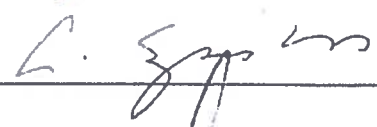

Article 20 BEREAVEMENT LEAVE

20.01 In the event of death in the immediate family (children, including step-children, spouse, or same-sex partner, father, mother, grandparents, grandchildren, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or the death of a person whose relationship is not defined above where the impact of which is comparable to that of the immediate family, e.g. a close friend) of an employee who has completed their probationary period, the Employer shall grant a paid leave of absence of up to five (5) successive working days for the purpose of making funeral arrangements and/or attending the funeral. Employees may be able to use their Personal Leave to supplement this leave.

FOR THE EMPLOYER

  
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University of St. Michael's College and United Steelworkers

November 4, 2024

22.02

Vacation entitlement is calculated as earned throughout the vacation year, January 1 to December 31. Employees will be entitled to take vacation credits as they are earned. Vacation time is not accumulative from year to year and all vacations, to the nearest complete half day, must be taken between January 1 and December 31. Vacation credits of less than one-half day shall be carried forward to the next year.

If, because of a request by management, an employee is unable to use their full vacation entitlement in a year they will be permitted to carry over a maximum of one week to the following year. Further, once every three (3) years an employee will be permitted to carryover a maximum of one week to the following year. In addition, at any time the University will continue the practice of considering written requests at the department level for vacation carry over. Such requests shall not be unreasonably denied.




An employee may be paid out any unused vacation credits at year-end with the prior approval of the Bursar. In making such decision, the Bursar will be guided whether the vacation was not used because of a decision of management.

Vacation accrual will continue during any temporary layoff period of less than thirteen (13) weeks duration.

FOR THE EMPLOYER

  
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November 4, 2024.  
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University of St. Michael's College and United Steelworkers

September 17, 2024

24.01 The normal workweek shall consist of five (5) days for all bargaining unit employees. Hours of work per day, days of work per week, starting times and shifts which may be required will be determined by the Employer and will vary, depending on the department and classification in which an employee works. Normally, Group A employees will be scheduled to work forty (40) hours per week. All other employees (Group B) will be scheduled to work thirty-five (35) hours per week. All employees will receive a 22 1/2 hours of work reduction without loss of pay in each calendar year, scheduled by each Department. In those Departments where such time off is not pre-scheduled by management, employees must obtain advance written approval from their supervisor prior to accessing the hours of work reduction except in those legitimate circumstances where advance notice is impossible. Request for approval will be submitted on approved Forms provided by management. Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

FOR THE EMPLOYER

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FOR THE UNION

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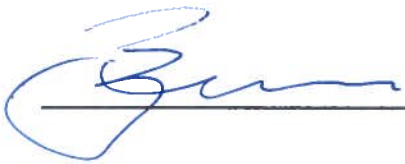
University of St. Michael's College and United Steelworkers

November 4, 2024


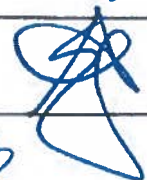


24.03 It is recognized by this Agreement that the nature of the Employer's operations requires overtime work from time to time. Employees will be paid at the rate of one and one-half (1-½) times the regular hourly rate for all authorized work performed in excess of forty (40) hours per week.

Group B employees will be paid at the rate of one and one-half (1-½) times the regular hourly rate for all authorized work performed in excess of thirty-five (35) hours per week. No extra payment will be made for any occasional overtime performed which does not exceed fifteen (15) minutes in any one day. If an employee receives holiday pay under Article 21.02 or 21.05, or has been on authorized union leave during a week, the forty (40) and thirty-five (35) hour thresholds for weekly overtime in that week shall be reduced by eight (8) and seven (7), respectively, for each day of leave. ~~such holiday. If an employee has been on authorized union leave during a week, the thresholds for overtime shall be reduced by the number of hours of the leave.~~

FOR THE EMPLOYER

  
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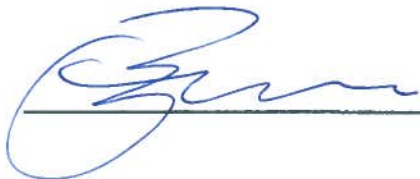
University of St. Michael's College and United Steelworkers

November 6, 2024



25.01 The Employer agrees to contribute towards the billed premiums in the indicated amounts for the benefits outlined in Schedule "B" for each ~~regular (non-probationary)~~ full-time employee in the active employ of the Employer who has completed three months of probationary service provided the balance of such premiums are paid by the employee through payroll deductions:

Entitlement under any of the Plans in Schedule "B" is subject to the specific provisions of the insurance policies. The Employer may select the Carrier or Carriers of its choice or may change Carriers or self-insure if it sees fit provided the level of benefit coverage is not diminished. ~~Employees on layoff may continue coverage under the Benefits set out in Schedule B other than LTD and Child Care Benefit until the end of the 6th month following layoff (to the extent that the employee was enrolled in these benefits prior to the date of layoff) if the employee prepays monthly the employee share of the premium or contribution cost of the benefits. If the employee so elects, the Employer will continue to pay the employer share of the premium cost of these benefits.~~

FOR THE EMPLOYER

  
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FOR THE UNION

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University of St. Michael's College and United Steelworkers

October 24, 2024

25.03 Upon completion of their probationary period an employee may be eligible for sick leave with pay for up to fifteen (15) weeks. Employees shall be eligible for up to three (3) days of sick leave during the probationary period.

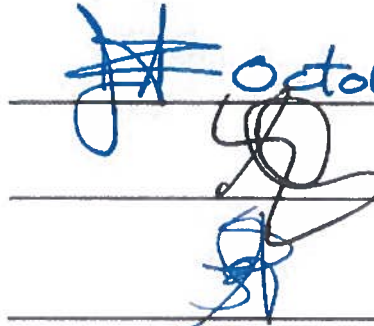
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FOR THE UNION

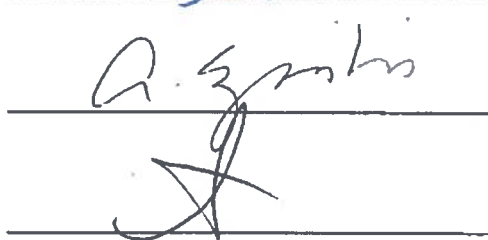
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A. Synthesis



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University of St. Michael's College and United Steelworkers

October 24, 2024



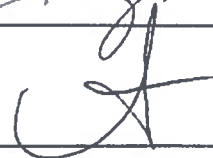
25.05 A medical doctor's certificate may be required by the Employer for any absence due to illness or injury, regardless of the duration. Payment of sick pay hereunder for any period in excess of ~~of~~ one day will be conditional on providing a completed satisfactory Attending Physician's Statement (APS) to cover the absence due to illness or injury, if requested. Further, following a prolonged absence or serious injury, medical proof of fitness will be required before the employee can be returned to regular duties.

If there is a dispute as to whether the APS is satisfactory or, in the case of return to work, whether the medical proof of fitness is satisfactory, the Employer may obtain additional information from the signatory Physician at the Employer's expense. If this does not resolve the issue to the satisfaction of either party, the employee may be sent for an Independent Medical Examination. The Employer will bear the cost of such IME.

FOR THE EMPLOYER

  
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FOR THE UNION

 October 24, 2024.  
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University of St. Michael's College and United Steelworkers

September 16, 2024

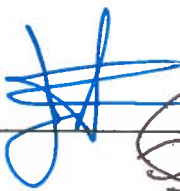



**Article 27 TERMINATION**

27.01 This Agreement shall become effective July 1, 202~~0~~<sup>4</sup>, and continue in effect up to the 30th day of June, 202~~1~~<sup>6</sup>.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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University of St. Michael's College and United Steelworkers

November 6, 2024

SCHEDULE A

SALARY SCHEDULE


From July 1 2021 to June 30, 2023:




A-1 Lead Hands appointed by the Employer shall receive a premium of \$1.00 above the rate for Group A employees and a premium of \$35.00 weekly for Group B employees

A-2 Probationary employees may be paid up to 10% less than the classification rate during the probationary period.

FOR THE EMPLOYER

FOR THE UNION

  
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 November 6, 2024.  
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\_\_\_\_\_  
A. Zmijewski  
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University of St. Michael's College and United Steelworkers

September 20, 2024





Renew

**LETTER OF UNDERSTANDING #1 Re: Snow Days**

FOR THE EMPLOYER

  
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FOR THE UNION

  
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A. Zmijewski  
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University of St. Michael's College and United Steelworkers

September 20, 2024




Renew

LETTER OF UNDERSTANDING #2 Re: Snow Removal in the Winter Season

FOR THE EMPLOYER

  
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FOR THE UNION

  
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A. Zmish  
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October 16, 2024

LETTER OF UNDERSTANDING #5

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~~

~~Whereas the University of St. Michael's College and the United Steelworkers have now agreed to a Pay Equity Plan for the bargaining unit to using the SES/U job evaluation tool as the methodology to be used 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.~~

Whereas on November 2, 2022, the University of St. Michael's College and the United Steelworkers signed the USMC-USW Memorandum of Settlement ("Memorandum") which established a Pay Equity Plan and ongoing maintenance process for the bargaining Unit;

And Whereas, the Memorandum contains the following Appendices:

Appendix 1: SES/U Factors Language

Appendix 2: SES/U Weightings for factors

Appendix 3: SES/U Job Evaluation Questionnaire

Appendix 4: Job Classes and agreed upon gender

Appendix 5: Ratings for these Job Classes

Appendix 6: Banding of Job Classes

Appendix 7: Maintenance Protocol;




And Whereas, the Memorandum and Appendices are incorporated into this Collective Agreement by reference;

NOW THEREFORE, the parties agree as follows:

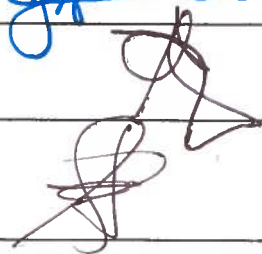
Phase 2 positions as described in the Maintenance Protocol shall be completed by February 28, 2025. If any positions remain unresolved at that time, they will be referred to the Dispute Resolution Process described in the Maintenance Protocol, unless an alternative deadline is mutually agreed to by the parties;

The Joint SES/U Oversight Committee will meet at least once annually and more if required to oversee the administration of the program and the job evaluation system.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Dan Bell  
  


FOR THE UNION

~~\_\_\_\_\_~~ October 16, 2024.  
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C. Zymaris  
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University of St. Michael's College and United Steelworkers

October 16, 2024

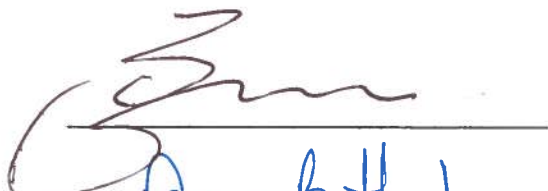
Agreed:

**LETTER OF UNDERSTANDING #9 Re: Domestic Violence**

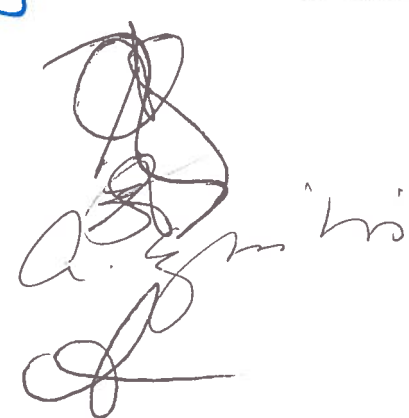
Re: Domestic Violence

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. ~~Accommodation and s~~Supports that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement, short-term emergency housing, assistance in finding longer-term housing, and access to campus and community support, including Human Resources, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

FOR THE EMPLOYER

  
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Dan Bittel  
SK

FOR THE UNION

~~#~~ October 16, 2024.  
  
A. Symonakis

University of St. Michael's College and United Steelworkers

November 6, 2024

Renew


**LETTER OF UNDERSTANDING #10 Re: Alternative Work Arrangements**

FOR THE EMPLOYER



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FOR THE UNION




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November 6, 2024.

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A. Zymiro

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University of St. Michael's College and United Steelworkers

November 6, 2024

Renew

LETTER OF UNDERSTANDING #11 Re: Workload

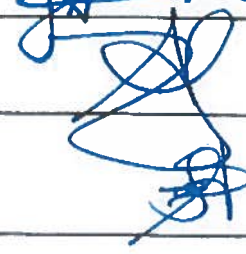
FOR THE EMPLOYER



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FOR THE UNION

~~11~~ November 6, 2024.



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A. G. M. L. S.

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University of St. Michael's College and United Steelworkers

October 22, 2024

LETTER OF UNDERSTANDING #12

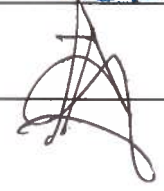
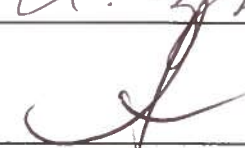
Re: Biometrics

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

  
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Dan Battal  
Sini  
OK

FOR THE UNION

~~10~~ October 22, 2024.  
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University of St. Michael's College and United Steelworkers

September 17, 2024




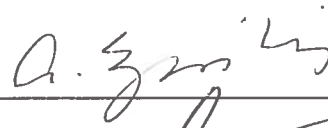

New Article: New Technology *LOU #13*

The University agrees to provide employees whose work is directly affected by the introduction of new technology with the opportunity to receive appropriate training as determined by the University, if in the University's opinion such training is needed to perform the employee's duties in the current position.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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University of St. Michael’s College and United Steelworkers

October 16, 2024

**LETTER OF INTENT – PREVENTATIVE EFFORTS AND WORKPLACE RESTORATION – WORKPLACE HARASSMENT**

The University and the Union share a commitment to fostering an inclusive workplace environment where all members of our community feel they belong, are respected, and can thrive. Workplace harassment and discrimination in any form are unacceptable and unwelcome at the University.

The University understands the importance of identifying and addressing issues in a timely and transparent manner, increasing access and reducing barriers to raising concerns and complaints, and ensuring that there are no reprisals for raising a concern or a complaint. The University and the Union agree that early and/ or informal resolution of concerns and complaints of workplace incivility, harassment and/or discrimination can be beneficial to the parties and may be explored by the University where appropriate in its sole discretion. The University acknowledges that respecting the wishes of complainants is a relevant factor in determining whether early and/or informal resolution is appropriate in the circumstances.

The Union and/or employees may raise general concerns regarding a Department to help facilitate early identification of issues in respect of workplace incivility, harassment and/or discrimination, and explore options for early intervention where practicable and appropriate. Such options may include recommendations for education and training, mediation, facilitated discussions and/or restorative practices, exit interviews, and departmental reviews.

Notwithstanding the option of alternative methods to resolve a workplace situation, the complainant maintains the right at any time to file a formal complaint under Article 3 and/or pursuant to applicable policies and guidelines at which time the informal resolution process will cease. It is understood that any grievance arising under this letter shall be filed as per 9.01 of the grievance procedure.

The University understands the importance of mental health supports for parties involved in a complaint process and makes them available as they currently exist.

Employees may request interim arrangements while a complaint is being addressed, which the University will consider in accordance with relevant policies and the Collective Agreement.

The University may explore workplace restoration after an investigation has taken place, where appropriate, in order to assist the parties to an investigation and their department(s) in fostering a return to a healthy, respectful, and productive workplace.

The University and Union agree that access to Union representation can be important to employees engaged in these processes.

FOR THE EMPLOYER

FOR THE UNION

Sugam K  
[Signature]  
An Bittel  
[Signature]

[Signature] October 16, 2024.  
[Signature]  
[Signature]  
A. Smith  
[Signature]

University of St. Michael's College and United Steelworkers

November 4, 2024

Letter of Intent: Utilization of the Full Time Bargaining Unit

During 2024 collective bargaining discussions, the Union raised concerns regarding the general use of part-time and/or agency/contracted labour, and the erosive impact this has had on the bargaining unit, particularly in University operations. The University acknowledges the Union's concerns and is therefore not intending or expecting to use part-time or agency/contracted labour to reduce full-time opportunities within the bargaining unit, or to circumvent the posting of full-time bargaining unit positions. Likewise, it is also not the University's intention or expectation to utilize persons employed by the university who are not members of the bargaining unit or hire temporary agency staff, contracted-out or contracted-in positions that would have the effect of eroding the bargaining unit, or circumvent the posting of approved full-time bargaining unit positions.

Persons employed by the University, who are not members of the bargaining unit will not perform work which is normally performed by employees in the bargaining unit, if the performance of such work results in the layoff of an employee or employees.


Persons employed by the university who are not members of the bargaining unit and/or agency/contracted labour shall not perform work which is normally performed by employees in the bargaining unit, if an employee is on layoff and is qualified and willing to perform the work, with or without a five (5) day training and familiarization period.

FOR THE EMPLOYER


  
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FOR THE UNION

  
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A. G. M. M.  
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University of St. Michael's College and United Steelworkers

November 4, 2024

Letter of Intent: Upholding Collective Agreement Overtime Provisions

During the 2024 round of bargaining the Union raised concerns about scheduling practices in relation to collective agreement entitlements to avoidance of overtime, primarily affecting the Group B division of the bargaining unit.

The University acknowledges that overtime is compensated at time and a half, either in pay or in lieu time, as defined in the collective agreement and is the default method of compensation for work outside of regular working hours. Notwithstanding the above, when additional work hours are required, some employees may choose to change their start and/or end time during the week in which they have worked the additional hours. For clarity, the work week is Sunday to Saturday.

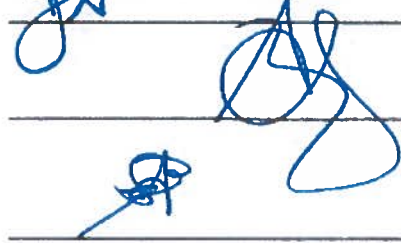
The University will work with the Union to uphold this principle whenever there should occur a situation at the department level that calls into question an employee's scheduling and overtime entitlements within the collective agreement.

FOR THE EMPLOYER

  
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FOR THE UNION

~~\_\_\_\_\_~~ November 4, 2024.  
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A. Zambino  
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October 24, 2024

**13.03 University Letter to Union**

**Further to the respective parties' discussions concerning Article 13.03 in the Collective Agreement, and without prejudice to either's position on any proposed amendments to same, the University will uphold the collective agreement as amended in this round of bargaining and will extend the union leave for Liesl Joson on a year over year basis as requested by the Union. Nothing within this letter shall preclude the parties from agreeing to additional extensions or modifications to any terms in the Release Agreement, whether they arise from future negotiated changes to the Collective Agreement, or as otherwise required by ongoing assignment to continuing USW Pay Equity and Job Evaluation obligations.**

**It is understood and agreed that Liesl Joson is considered the incumbent in the position which is presently being backfilled by Laura Forsey. This shall remain the case should the current position be modified in any manner, including by reclassification or the creation of a new position. It is further understood that when Liesl Joson returns from union leave, she will return to the reclassified position or to the newly created position, as the case may be.**

**Without prejudice to either party, it is therefore understood that Laura Forsey shall remain in the position up to the point that the term is ended, which is currently anticipated to occur on or around June 30<sup>th</sup>, 2025, or to a later date, if her term is extended. It is understood and agreed that Laura Forsey shall have entitlements to the notice and severance provisions within the collective agreement at the point of termination. It is further understood and agreed that any subsequent term employee backfilling Liesl Joson's position, either as it is today or as it is changed as contemplated in the previous paragraph, who exceeds a twenty-four (24) month term shall also have entitlements to the notice and severance provisions within the collective agreement at the point of termination.**

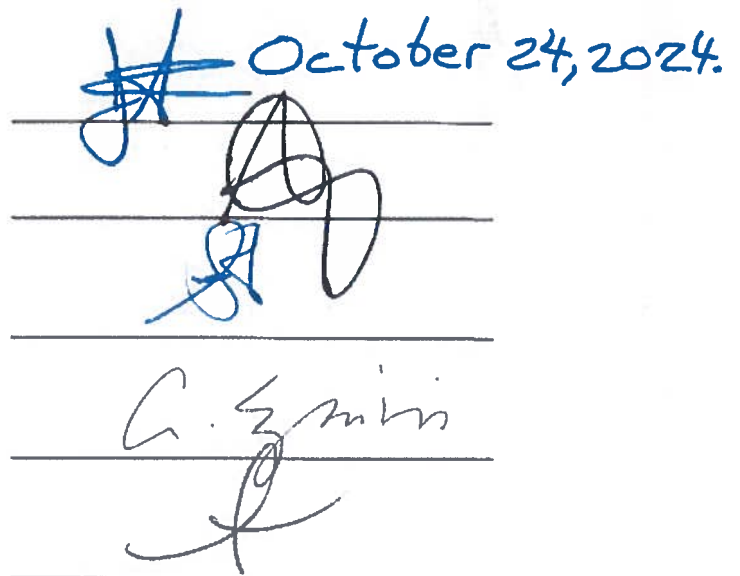
FOR THE EMPLOYER



A handwritten signature in blue ink, appearing to be 'E. ...', written over a horizontal line.

FOR THE UNION

October 24, 2024.



A handwritten signature in blue ink, appearing to be 'J. ...', written over a horizontal line. To the right of the signature, the date 'October 24, 2024.' is written in blue ink. Below this, there is another horizontal line with a second handwritten signature in blue ink, appearing to be 'C. ...', and a final horizontal line at the bottom.