

# **COLLECTIVE AGREEMENT**

BETWEEN:

**COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE**

(The "Employer")

**- and -**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)**

(The "Union")

**July 1, 2020 – June 30, 2021**

**TABLE OF CONTENTS**

**ARTICLE 1 PURPOSE OF AGREEMENT..... 5**

**ARTICLE 2 RECOGNITION & SCOPE..... 5**

**ARTICLE 3 RELATIONSHIP ..... 5**

**ARTICLE 4 MANAGEMENT RIGHTS ..... 7**

**ARTICLE 5 STRIKES AND LOCKOUTS..... 8**

**ARTICLE 6 UNION SECURITY ..... 8**

**ARTICLE 7 REPRESENTATION ..... 9**

**ARTICLE 8 NEGOTIATING COMMITTEE..... 9**

**ARTICLE 9 GRIEVANCE PROCEDURE..... 10**

**ARTICLE 10 DISCHARGE & SUSPENSION..... 11**

**ARTICLE 11 ARBITRATION ..... 12**

**ARTICLE 12 SENIORITY..... 13**

**ARTICLE 13 LEAVES OF ABSENCE ..... 16**

**ARTICLE 14 BULLETIN BOARDS ..... 19**

**ARTICLE 15 UNION REPRESENTATIVE ..... 19**

**ARTICLE 16 HEALTH AND SAFETY..... 20**

**ARTICLE 17 GENERAL..... 21**

**ARTICLE 18 HUMANITY FUND ..... 22**

**ARTICLE 19 JURY DUTY..... 22**

**ARTICLE 20 BEREAVEMENT LEAVE..... 22**

**ARTICLE 21 GENERAL HOLIDAYS ..... 23**

**ARTICLE 22 VACATIONS ..... 24**

**ARTICLE 23 WAGES ..... 25**

**ARTICLE 24 HOURS OF WORK..... 26**

**ARTICLE 25 HEALTH AND WELFARE ..... 28**

**ARTICLE 26 PENSION..... 30**

**ARTICLE 27 TERMINATION ..... 31**

**SCHEDULE A -- WAGES ..... 32**

**SCHEDULE B - BENEFITS ..... 36**

**SCHEDULE C - SCHEDULE OF SEVERANCE PAY ON LAYOFF ..... 39**

**SCHEDULE D - HOLIDAYS..... 40**

**LETTER OF UNDERSTANDING #1 RE: SNOW DAYS ..... 41**

**LETTER OF UNDERSTANDING #2 RE: SNOW DAYS ..... 42**

**LETTER OF UNDERSTANDING #3 RE: GREEN CIRCLED EMPLOYEES ..... 43**

**LETTER OF UNDERSTANDING #4 RE: FEE WAIVER FOR DEPENDANTS..... 44**

**LETTER OF UNDERSTANDING #5 RE: EDUCATIONAL ASSISTANCE ..... 46**

**LETTER OF UNDERSTANDING #6 RE: PAY EQUITY JOB EVALUATION ..... 48**

**LETTER OF UNDERSTANDING #7 RE: CAREER TRAINSITION SERVICES FOR  
EMPLOYEES ON INDEFINITE LAYOFF..... 49**

**LETTER OF UNDERSTANDING #8 RE: LICENSING FEES ..... 50**

**LETTER OF UNDERSTANDING #9 RE: IMPACT OF EMPLOYMENT INSURANCE  
LEGISLATIVE CHANGES ..... 51**

**LETTER OF UNDERSTANDING #10 RE: DOMESTIC VIOLENCE ..... 52**

## **Article 1 PURPOSE OF AGREEMENT**

### 1.01

The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties which relates to this collective agreement and to set forth the conditions of employment and related matters to be observed by the Employer, the bargaining unit employees and the Union.

## **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 Officer, Executive Assistant to the Bursar, Executive Assistant to 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.

### 2.02

No employee who has successfully completed their probationary period will be laid off from the bargaining unit as a direct result of contracting out.

### 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, the employer will inform the Union and indicate the anticipated duration.

## **Article 3 RELATIONSHIP**

### 3.01

The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employees' membership or non membership in the Union or their participation or non-participation in the activities of the Union.

### 3.02

The parties also agree that there shall not be any discrimination or harassment in the treatment of employees as prescribed in the Ontario *Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it. Alleged violations may be pursued under the grievance procedure herein unless the matter has been pursued under the Code, in which case, the grievance procedure and arbitration may not be used.

### 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.

### 3.04

Sexual harassment shall be considered discrimination under Article 3.01 of this Agreement. Harassment based on sex includes:

- i)
- i) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or
- ii) Implied or expressed promise of reward for complying with an unsolicited sexual advance or solicitation; or
- iii) Implied or expressed threat or reprisal in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- iv) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcomed.

Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

### 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.

### 3.06

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 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 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.

### 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.

## **Article 4 MANAGEMENT RIGHTS**

### 4.01

Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include the following:

- a) The right: to select, hire and control the working force and employees, to transfer, assign, promote, demote, classify, layoff and retire employees; to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the collective bargaining agreement.
- b) The right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by its employees; to discipline, suspend and discharge employees which, in the case of seniority employees, shall be for just cause.

c) The right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the services to be provided; the standards of work, the description of jobs, the subcontracting of work; the schedule of hours of work; the number of shifts, the methods, processes and means of providing any services required; job content and requirements; quality, job testing and standards; quality standards in accordance with its industrial engineering methods; the qualification of employees; the use of improved methods, technical advancement and equipment; whether there shall be overtime and who shall perform such work; the number of employees needed by the Employer at any time and how many shall work on the job, operation of the administration of the Employer's pay system; the number of hours to be worked; the starting and quitting times and, generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Employer, subject to the express terms of the collective bargaining agreement.

## **Article 5 STRIKES AND LOCKOUTS**

### **5.01**

The parties having entered into this Collective Agreement in mutual good faith, the Employer agrees there will be no lockout and the Union agrees there will be no strike, picketing, slow-down, or other concerted activity, either complete or partial, which could interfere with or restrict the Employer's operations during the term of this Agreement.

## **Article 6 UNION SECURITY**

### **6.01**

The Employer agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

### **6.02**

The Employer shall remit the amounts so deducted, prior to the fifteenth (15<sup>th</sup>) day of the month following, by cheque, as directed by the Toronto area office, payable to the International Treasurer of the Union.

### **6.03**

The monthly remittance shall be accompanied by a statement listing; (i) the name of each employee from whose pay deductions have been made and the total amount deducted for the month; and (ii) the names of the bargaining unit employees from whom no deductions have been made and the reasons why. The monthly remittance will also include the Union's "Summary of Dues" Form.

### **6.04**

The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reasons of, deductions made or payments made in accordance with this article.



6.05

The Employer agrees to record total union dues deductions paid by each employee on their T4 Income tax receipt.

## **Article 7 REPRESENTATION**

7.01

The Employer recognizes the right of the Union to elect or appoint three (3) union stewards 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.

7.02

It is understood that the Unit President and Stewards will have to do the work assigned to them by the Employer. When it is necessary that they investigate a grievance during working hours, or that the Unit President or Steward meet with management to discuss a proposed Job Posting during working hours, they will not leave their work before obtaining the permission of the Supervisor in charge. Such permission shall not be unreasonably withheld. When returning to their regular work, they will report themselves to the Supervisor. If these conditions are met, the Employer agrees that they will not lose pay in such circumstances. It is understood that whenever possible, the Stewards will attempt to take care of grievances at a time which will not impede the production of their department.

7.03

The Employer agrees to recognize and deal with a Union Grievance Committee of not more than two (2) employees, which shall include the Unit President.

## **Article 8 NEGOTIATING COMMITTEE**

8.01

The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees who shall be regular employees of the Employer, along with representatives of the International Union.

8.02

The negotiating committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this agreement.

8.03

The employees on the negotiating committee will suffer no loss of regular straight time pay for time spent in negotiations with the University when they would otherwise have been at work.

Such employees will be granted one day's unpaid leave for preparation and one day's unpaid leave for proofreading of the new Agreement without such time counting towards Article 13.02.

## **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 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, then 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 within five (5) 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 a further 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.

#### STEP 2:

If the grievance remains unsettled at the conclusion of Step 1, the grievance may be submitted within five (5) working days of the Supervisor's reply, to the Bursar or their designated representative who shall within ten (10) working days hold a meeting between the Union Grievance Committee (not to exceed two (2) in number) and the appropriate representatives of Management, in a final attempt to resolve the grievance. The International Representative of the Union or their designee and the Grievor may be present at this meeting if requested by either party. The Bursar or their representative shall within a further ten (10) working days give their decision, in writing, to the Union. If the Union wishes to proceed to arbitration, the Union shall, within thirty (30) days of the date of the Bursar's decision, but not thereafter, deliver to the Employer a notice in writing stating that it wishes to take the matter to arbitration. The notice to arbitrate shall contain the Union's suggestions for an arbitrator and shall also specify the issues in dispute, the section or sections of the Collective Agreement alleged to have been violated and the remedy sought.

#### 9.04 Policy Grievances

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) working days of the circumstances giving rise to the grievance. A meeting between the Employer and the Union shall be held within five (5) working days of the presentation of the written grievance. If the matter is not disposed of at such meeting the grievance may be submitted to arbitration within thirty (30) days of the date of such meeting and Article 11 (Arbitration) shall apply. Time limits may be extended by mutual agreement in writing as provided in Article 9.05. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the provisions of Article 9.01 hereof shall not thereby be by-passed.

#### 9.05

It is agreed that all time limits in these Articles 9, 10 and 11 are mandatory, that the only extensions of time limits will be by the Union and the Employer themselves notwithstanding Section 48 (16) of the Labour Relations Act. Extension of time limits shall be valid only if given in writing by the party granting the extension.

#### 9.06

When two or more employees wish to file a grievance from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step One of the grievance procedure.

### **Article 10 DISCHARGE & SUSPENSION**

#### 10.01

A claim by an employee, other than a probationary employee, that they have been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such a grievance is lodged with the Human Resources Officer within five (5) working days after the employee ceases to work for the Employer. All discharge grievances shall commence at Step 2 of the Grievance Procedure. Such special grievance may be settled by:

- i) Confirming the management's action to discharge or suspend the employee, or
- ii) Reinstating the employee with full seniority and compensation for lost wages and benefits, or
- iii) Any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

#### 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.

#### 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.

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 in that period.

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.

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.

## **Article 11 ARBITRATION**

11.01

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.

11.02

The arbitrator shall not be authorized to make any decision, which is contrary to, or inconsistent with, the provisions of this Agreement in any particular, or to deal with any matter, which is not covered by this Agreement.

11.03

The compensation and expenses of the arbitrator shall in all cases be borne equally by the Employer and the Union.

11.04

The arbitration procedure incorporated in the agreement is based on the use of a single arbitrator.

## 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. 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.

### 12.02

The Employer shall provide the Union an up-to-date seniority list every six (6) months and will post such list on the bulletin board. The 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 at the time of posting.

### 12.03

An employee's seniority will be lost and the employee shall be deemed terminated if they:

- a) Quit the employ of the Employer for any reasons;
- b) Are discharged and are not reinstated through the grievance procedure or arbitration;
- c) Are laid off for a continuous period exceeding twenty-four (24) months;
- d) Fails to notify the Employer of their intention to return to work within three (3) business days of being notified of recall from layoff, or fails to return to work within five (5) working days of being notified of such recall unless the employee provides a reason satisfactory to the Employer for their failure to return. An employee shall be deemed to be notified of recall on the earlier of the day of receipt or the day of attempted delivery of a registered or couriered letter to that effect addressed to the employee's most recent address on the Employer's files;

NOTE: It shall be the responsibility of the employee to keep the Employer informed of their current address;

- e) Fails to return to work on the first scheduled working day following the expiration of an authorized leave of absence, unless they have a bona fide reason, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted; or
- f) Is absent for three (3) consecutive working days without having notified the Employer with a *bona fide* reason;

g) Accepts Severance Pay under Article 12.06.

#### 12.04

Subject to Article 12.03, seniority shall be maintained and accumulated during;

- Absence due to layoff, sickness or accident;
- Authorized leave of absence.

#### 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. The Unit President shall be advised of the names of the employees being laid off.

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 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.

#### 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".

#### 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.

#### 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.

## 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 Employer will only be required to post one more vacancy resulting from the above selection.

## 12.10

An employee selected by the Employer for a posted vacancy under Article 12.08, who feels dissatisfied with the job may, within one month of starting in the job, decide to return to their previous job. The Employer may, within one month of an employee starting on a job under Article 12.09, return the employee to their previous job or place the employee back on the recall list, as appropriate, if the employee shows an inability to perform the duties of the job. An employee placed on the recall list hereunder, shall be considered to have been laid off on their original lay off date for the purposes of Article 12.03.

## 12.11

Employees hired prior to June 30, 2000 shall be credited with years of service and seniority for all time spent at the University of Toronto and Victoria University.

## 12.12

Employees in classifications where the work is performed at different locations and/or on different shifts may indicate a preference to change a location or shift by written advice to their Manager.

## 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.

When such vacancies are to be filled, the following will apply:

- (i) Term vacancies that are expected to be greater than 6 months in length or that last for longer than six (6) months will be posted in accordance with the provisions of article 12.08. Vacancies of less than six (6) month's duration will be filled at the discretion of the University and are not covered by any provision of this collective agreement.
- (ii) If the vacancy is filled with an existing employee, that employee will continue to be covered by all provisions of the collective agreement and the employee will return to their job at the end of the assignment if it still exists. If the position no longer exists, the employee will be entitled to all aspects of the layoff provision under the collective agreement.

The employer may request an extension of the time limits in this article and such requests shall not be unreasonably denied.

(c) Term Employees are hired for an appointment of up to twenty-four (24) months. Each term appointment shall have a predetermined end date. Term employees who are hired on appointments of 6 months or longer, are entitled to the full provisions of the collective agreement with the exception of LTD, pension plan coverage and layoff provisions. For employees on appointments of 12 months or longer, sick leave benefits under the collective agreement shall apply. Sick leave will be provided in accordance with the *Employment Standards Act of Ontario* for employees on appointments of less than 12 months.

(d) If a term employee is the successful applicant for a permanent vacancy, the employee shall be credited with seniority from the date they were last hired by the Employer. The Employer agrees that the purpose of this article is not to avoid the posting of permanent jobs within the bargaining unit. The University agree to notify the Union in advance of any such term employee hired and the reason.

## **Article 13 LEAVES OF ABSENCE**

### **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) weeks to an employee who requests such leave in writing at least three (3) 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.

### **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 and will not be for more than one (1) employee from any one department. 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.

### **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 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.

#### 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.

#### 13.05 Parental/Adoption Leave

The Employer agrees to grant up to thirty-five (35) weeks of parental or adoption leave without pay as set out in the Employment Standards Act for any eligible employee who has completed thirteen (13) weeks of employment. For an employee with one (1) year of service or more who is not the birth parent and who takes leave under this subsection, the Employer will pay ninety-five percent (95%) of salary during the one (1) week waiting period for Employment Insurance benefits and, for the next fifteen (15) weeks, will pay the difference between Employment

Insurance benefits and ninety-five percent (95%) of salary, provided the employee provides proof that the employee has applied for and is receiving Employment Insurance parental 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 the employee provides proof that the employee has applied for and is receiving Employment Insurance parental 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.

#### 13.06 Non-Birth Parent Leave

Upon birth or adoption of a child, the parent who is not covered by 13.04 or 13.05 shall be granted up to five (5) days leave of absence with pay. Application for such leave shall be submitted in writing to the employee's supervisor at least five (5) days in advance. Non-Birth Parent leave must be taken within the first month of the birth or an adoption.

#### 13.07 Federal/Provincial/Municipal Election Related Leave

Employees running for election shall be entitled to a leave of absence with pay upon the following basis:

- a) For election to the Parliament of Canada – one (1) month;
- b) For election to the Legislature of Ontario – one (1) month;
- c) For election to a Municipal Council or Board of Education – five (5) working days;
- d) For election to Mayor or Chairman of City/Town/Regional Council – ten (10) working days.

Such leave need not be taken on consecutive days.

#### 13.08 Family/Floating 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 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. Reasons for family 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.

#### 13.09 Family Medical Leave

The Employer will grant compassionate care leave to employees who take leave of absence under the Family Medical Leave provisions of the *Employment Standards Act, 2000*. For employees with one year of service or more the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which the employee is qualified during the 2 week waiting period provided that the employee applies for and receives Employment Insurance benefits.

### **Article 14 BULLETIN BOARDS**

#### 14.01

The Employer agrees to provide a Bulletin Board in an area accessible to employees in the unit for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The Employer will also provide a bulletin board in Elmsley Hall, and the staff lunchrooms in the Library and the Registrar's office.

### **Article 15 UNION REPRESENTATIVE**

#### 15.01

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.

## **Article 16 HEALTH AND SAFETY**

### **16.01**

The Employer agrees to continue reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace including a properly heated and lighted working environment that is consistent with the nature of the work undertaken. The Employer and employees shall comply with applicable federal and provincial health and safety legislation and regulations.

The Employer is committed to the prevention of illness and injury through the provision and maintenance of health and safety conditions on its premises. The Employer endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation and, where appropriate, through development and implementation of additional internal standards, programmes and procedures.

The Employer requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The Employer recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and to have input and the right to refuse unsafe work where there is an immediate danger to their health and safety or the health and safety of others.

### **16.02**

No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where it would be contrary to applicable federal or provincial legislation or regulations.

### **16.03**

Employees must use required protective devices and other equipment in an effort to reduce exposure to injury. The University will provide such devices and equipment with the exception of safety shoes and prescription safety glasses.

The university agrees to contribute up to three hundred (\$300.00) dollars per employee once every two (2) years, upon production of original receipts for employees who require prescription safety glasses for the performance of their duties and where, in the opinion of the University, protective face shields are not appropriate, towards the cost of prescription safety glasses (lens and frames).

Employees who are required to wear safety shoes in the performance of their duties will be reimbursed towards the receipted cost of Employer approved safety shoes or boots up to \$175.00 in each year of the contract. The parties agree that in exceptional circumstances the Employer may agree to provide greater coverage in each year of the agreement.

16.04

The Employer shall provide for a Health and Safety Committee of between six and eight persons. The Union may appoint or elect two employees to the Committee. Representatives from other bargaining agents may supplement the Committee. Employer representatives shall have fifty percent (50%) of the Committee composition. The Safety Committee will meet quarterly on a day and time to be established at the beginning of each year. Minutes of each meeting, noting items discussed and the disposition of items on the preceding minutes will be given to all Health and Safety Committee members and the Unit President as soon as possible following each monthly meeting. The Health and Safety Committee shall have the functions set out in the *Occupational Health and Safety Act*.

16.05

In the event that an employee is injured in the performance of their duties, they shall, to the extent that they are required to stop work and receive treatment, be paid for wages the remainder of their shift. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital or to their home depending on their condition.

16.06

The University will join the University of Toronto in its communication regarding the International Day of Mourning with appropriate changes where necessary.

16.07

If no certified employee has been elected or appointed by the Union to the Health & Safety Committee, the Employer agrees to pay the cost of level one (1) and/or level two (2) certification at the Workers Health & Safety Centre for one employee committee member. However, if the required course is not offered or available to the employee at the time necessary to meet the employer's legislative obligations, the employer may select another accredited Centre.

16.08

The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

## **Article 17 GENERAL**

17.01

Where the singular is used in this agreement it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.

17.02

Printing and distribution of this agreement will be the Employer's responsibility. The Employer will supply a bound copy of the said agreement to all bargaining unit employees. The Employer will also supply the Union with five (5) copies of the agreement. The Employer will make every effort to have the agreement printed within one (1) month of its signing.

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) per kilometre

## **Article 18 HUMANITY FUND**

18.01

The Employer agrees to deduct from an employee's pay the amount of one cent (1¢) per hour from the wages of all employees in the bargaining unit for all hours worked and, prior to the 15<sup>th</sup> day of the month following, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to United Steelworkers National Office, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the local union that such payment has been made, the amount of such payment, and the names of all employees in the bargaining unit on whose behalf such payment has been made. The Employer will match the employee contribution in a lump sum at the conclusion of each quarter and pay such amount to the "Humanity Fund".

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Employer and the local union of that employee's written statement of their desire to discontinue such deductions from their pay. The Employer will record the amount of donation deducted on each contributing employee's T-4 slip.

18.02

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

## **Article 19 JURY DUTY**

19.01

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, 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.

## **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.

## **Article 21 GENERAL HOLIDAYS**

### 21.01

The Employer agrees to grant the following holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving
Christmas Day	Boxing Day

Where any of the above noted holidays falls on a Saturday or a Sunday the Employer shall designate a weekday in the week before or after the holiday and the day so designated shall be deemed by the Employer to be the holiday for the purpose of this Agreement.

### 21.02

The Employer will pay each employee their normal day's pay for each such holiday provided the employee works their full shift immediately preceding and immediately following the holiday unless absent on those shifts due to bona fide personal illness or unless excused by the Employer during part of such shift. In addition, in order to qualify for holiday pay, employees must perform work for the Employer or be on paid vacation during the thirty (30) days immediately preceding the holiday.

### 21.03

If any of the above holidays falls within an employee's vacation period, the employee shall receive another day off with pay at a mutually agreed time within that vacation year.

### 21.04

An employee required to work on any of the above holidays shall be paid for authorized work performed on such day at the rate of one and one-half (1 ½) times their regular hourly rate for all such hours worked and, in addition, provided they qualify, their holiday pay for said holiday.

### 21.05

In addition to the holidays listed in Article 21.01, the Employer will designate seven (7) days in the 1<sup>st</sup> year, seven (7) days in the 2<sup>nd</sup> year, and a sufficient number of days in the 3<sup>rd</sup> year of the contract to coincide with other days on which the University will be closed. Such days so designated will be considered holidays and the eligibility and pay provisions of 21.02 shall apply to these designated days. If an employee is required to perform a full day's work on one of these designated days, they shall be paid at their straight time rate for such work and they shall receive a substituted day off hereunder on a day mutually agreeable to the employee and the Employer. In such case, the substituted day shall be considered as the holiday for that employee. A

sufficient number of such days will be designated to cover the working days in the December 24 to January 1 period, not covered by Article 21.01, set out in Schedule “D”.

Notwithstanding the preceding, an employee who is required to work on one of the designated day’s may elect to be paid their regular rate of pay for the hours worked and, in addition, provided they qualify, their holiday pay for the said designated day. In such case there will be no other day substituted for the designated day.

**Article 22 VACATIONS**

22.01

Employees earn vacation time with pay (vacation credits) on the following basis:

<i>For Employee’s Service During</i>	<i>Accumulation Rate per Month</i>
First 12 months	.833 days
13 to 60 months	1.25 days
61 to 72 months	1.333 days
73 to 84 months	1.417 days
85 to 96 months	1.5 days
97 to 120 months	1.583 days
121 to 144 months	1.667 days
145 to 180 months	1.75 days
181 to 240 months	1.917 days
241 to 300 months	2.083 days
301 or more months	2.5 days

The employer shall provide each employee with statement of their vacation entitlement in January of each year.

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.

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.

#### 22.03

The Employer will attempt to accommodate individual requests for an employee's vacation provided such request does not interfere with the Employer's manpower and production requirements. Vacation requests in excess of two (2) weeks may be required to be split, at the discretion of the Department Head. The Employer may shut down all or part of the operations, in which case employees will be required to take their vacation during such shut down. The Employer shall provide sixty days' notice of any such shut downs.

Staff may be allowed to take vacation days prior to having earned them. Subject to approval of the supervisor, at any time within a vacation year an employee can "borrow" from vacation days that they plan on earning during the rest of the vacation year. In the event that the employee leaves employment without having earned the vacation already taken, the employee agrees that the employer may deduct the unearned vacation from any payments owed to the employee on termination. The Union and the employee agree that this section satisfies the authorization required under section 13 of the *Employment Standards Act, 2000*, for such deduction.

#### 22.04

An employee who leaves the employment of the University of St. Michael's College, shall receive vacation pay based on the unused vacation accrued prior to termination.

### **Article 23 WAGES**

#### 23.01

The Employer agrees to pay and the Union agrees to accept for the duration of this Agreement, the wages and conditions set out in Schedule "A" to this Agreement. For pay and hours of work purposes, employees will be grouped as follows:

Group A – Physical Plant, Physical Facilities and Food Service Departments (except Administrative Assistant, Mailroom Coordinator and Assistant Mailroom Coordinator)

Group B – All other Departments and Classifications.

Employees in Group A will be paid on the basis of an hourly rate. Employees in Group B will be paid on the basis of a weekly rate.

23.02

The Employer agrees that all employees will be paid bi-weekly. Such payment may be made by direct deposit if the Employer so chooses.

23.03

An employee who is temporarily transferred to another job to meet the Employer's needs, shall, for the duration of the temporary assignment, be paid the rate for the job or their regular rate, whichever is greater.

23.04

A temporary transfer that is expected to or does exceed six (6) months shall be posted under the procedures in Article 12.08.

## **Article 24 HOURS OF WORK**

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 ½ hours 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 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.

24.02

In addition, there shall be an unpaid meal period of one-half (1/2) hour for employees in Group A and an unpaid meal period of one (1) hour for employees in Group B, to be taken approximately midway through their scheduled shift. Employees in Group A shall also receive two (2) paid rest periods of fifteen (15) minutes each, one (1) approximately midway through the first half of the shift and one (1) approximately midway through the second half of the shift.

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 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 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.

#### 24.04

The Employer will maintain an overtime bank for each employee consisting of a record of periods of authorized overtime worked which an employee may take as lieu time off. An employee's overtime bank may not exceed 50 hours in total. Overtime will be banked as it is earned (at one and one-half (1 ½) times the actual hours worked) up to the 50 maximum unless the employee and their Supervisor mutually agree that the overtime be paid. Lieu time off in an employee's overtime bank will be taken at a time mutually agreeable to the employee and the Employer.

Notwithstanding the above, Group A employees will have the choice of either banking their overtime for lieu days or be paid for the overtime worked.

#### 24.05

An employee reporting for work at the commencement of their regularly scheduled shift, unless notified in advance not to do so, or unless they are returning to work without notice after an absence, shall receive three (3) hours' work or three (3) hours' pay at their regular hourly rate. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Employer.

#### 24.06

When an employee is called back to work after the conclusion of their regular shift, and after they have left the premises, they shall receive four (4) hours' work or four (4) hours' pay at the appropriate rate.

#### 24.07

For the purposes of overtime, standby pay, reporting or call-in pay, the hourly rate of an employee who is paid a weekly wage rate shall be determined by dividing that wage rate by thirty-five (35).

#### 24.08

There shall be no duplication or pyramiding of provisions of pay hereunder. Where two (2) or more provisions respecting premium pay apply, only the higher shall be paid.

#### 24.09

Employees authorized to work overtime for two (2) or more hours will be allowed a fifteen (15) minute rest period at the beginning of each two (2) hour period worked.

#### 24.10

A shift premium of fifty cents (\$0.50) will be paid for each hour worked during a regular shift that commences at three (3) p.m. or later.

#### 24.11

Whenever practical, all 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.

## 24.12 Standby Pay

The University's operational commitments are such that the employees in some positions will, as part of their regular duties and responsibilities, be scheduled by the employee's supervisor to be on standby. The following applies to such employees in respect of scheduled standby:

- (a) While on standby they must be available to attend at the work within one (1) hour if such an attendance is required, or otherwise be available to take remedial action.
- (b) The employee shall receive two (2) hours of regular straight time pay for each evening they are on standby during the week. For the purposes of this provision, "during the week" means other than during the "weekend" as defined in (c) below, and an "evening" begins at the end of the work day of the employee on standby and continues until the commencement of the employee's following work day.
- (c) The employee shall receive three (3) hours of regular straight time pay for each unit on the weekend they are required to work on standby. For the purposes of this provision, the weekend is broken into two (2) units: Friday after the end of the work day of the employee on standby until Saturday at 12:00 midnight, and from 12:00 midnight Saturday until the beginning of the work day of the employee on standby on Monday morning
- (d) Employees required to come in to work while on standby must so attend and will be entitled to Call-in-Pay as per Article 24.06.
- (e) This Article shall also be applicable to employees who are required to be on standby at the times that are scheduled to be on their days off other than Saturday and Sunday.

For clarity, it is understood that standby pay shall not be counted in determining hours of work per week under Article 24.03.

## 24.13

An employee who works approved overtime with less than 24 hours' notice for three (3) consecutive hours or more beyond the regularly scheduled shift shall be provided with a meal allowance of fifteen dollars (\$15.00)

## **Article 25 HEALTH AND WELFARE**

### 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 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 6<sup>th</sup> 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.

#### 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 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.

#### 25.04

When an employee is unable to report for work because of illness or injury, they must notify their supervisor a minimum of one (1) hour in advance of their scheduled start time. If this is not possible, notification should be given as soon as possible thereafter. Similarly the supervisor should be notified as soon as possible of the employee's probable date of return to work.

#### 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 on one (1) 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. 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.

#### 25.06

An employee who is under a doctor's care/hospitalized during their vacation period will be allowed to draw sick leave pay to which they are otherwise entitled for the period of time for which they are under a doctor's care/hospitalized provided that the employee furnishes proof of doctor's note/hospitalization to the Employer. The employee will be allowed to reschedule that portion of vacation during which they are under a doctor's care/hospitalized to a later date.

## Article 26 PENSION

### 26.01

The Employer agrees that all regular (non-probationary) full-time employees will, after satisfying the appropriate eligibility period, be required to participate in the Contributory Retirement Plan of the University of St. Michael's College, in accordance with the terms and conditions set out in the Plan.

### 26.02

Employees will be eligible to participate in the pension plan upon completion of their probationary period.

#### a) Accrual Rate

The accrual rate for future and past service is 1.6% of final average earnings up to YMPE. Above the YMPE 2.0%.

#### b) Contributions

(i) Employees' contribution rate for earnings below or equal to the YMPE is 5.9%.

(ii) Employees' contribution rate for earnings above the YMPE is 7.4%.

### 26.03

During negotiations leading to the renewal of the 2011 collective agreement the parties discussed the issues of temporary early retirement and pension indexation. This will confirm the understanding reached as follows.

If, under an actuarial evaluation as of 2013, the pension plan has no Going Concern Unfunded Liability and no Wind Up Deficiency, then the following will apply;

#### a) Temporary Early Retirement

During the period from July 1, 2013 to June 30, 2014, employees with age + service = seventy-five (75) points (minimum age 55) will be permitted to retire with the actuarial reduction set at three (3) percent per year for each year that the early retirement date precedes age sixty (60), and no reduction if the early retirement date is after age 60. Further, there shall be a bridge benefit of 0.4% of final average earnings up to the YMPE from the date of retirement to age 65, subject to a reduction set at three (3) percent for each year that the early retirement date precedes age sixty (60) and no reduction if the early retirement date is after age 60.

#### b) Ad hoc indexation of pensions

*Ad hoc* indexing will apply on July 1, 2014 to retirees who have been retired at least one (1) year as of that date. The indexing shall cover 75% of the percentage change in the Consumer Price Index for Canada ("CPI") from December 2012 to December 2013, up to a maximum CPI increase of 8%, plus 60% of the CPI increase in excess of 8%, provided that the aggregate increase shall not be less than the CPI increase minus 4%. For employees who retire during the twelve (12) months prior to the indexing date, the indexing shall be prorated based on the number of full months of retirement as of July 1, 2014.

**Article 27 TERMINATION**

27.01

This Agreement shall become effective July 2, 2020 and continue in effect up to the 30<sup>th</sup> day of June, 2021.

27.02

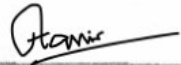
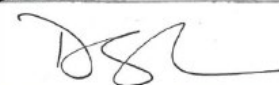
Either party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.

27.03

If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

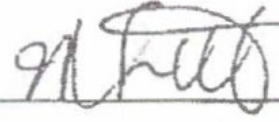
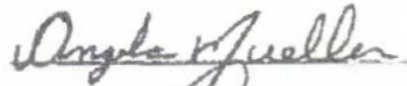

Dated at Toronto this 30 day of April 30, 2021

**FOR THE EMPLOYER**

  
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\_\_\_\_\_

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**FOR THE UNION**

  
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## **SCHEDULE A -- WAGES**

1. The University shall increase the wages of all employees in the Staff-Appointed bargaining unit who are actively employed on May 1, 2021 by 1%. Furthermore, this 1% wage increase shall be retroactive to July 1, 2020 for all active employees in the Staff-Appointed bargaining unit who are actively employed on May 1, 2021.
2. The University shall make a one-time-only lump sum payment, less deductions required by law, in an amount equivalent to the difference between total wages already paid and an additional 1% on those total wages already paid for the period July 1, 2020 through the date of retirement to each bargaining unit employee who retired during the period July 1, 2020 to April 30, 2021 inclusive. For clarity, this amount shall not be pensionable and shall not result in any adjustment(s) to the pension plan and/or benefit in respect of such retirees.



<b>WAGE SCHEDULE</b>		
<b>Department / Classification</b>	<b>Base Rate at Jun 30, 2020</b>	<b>Effective July 1, 2020 1.00%</b>
<b>Facilities &amp; Services</b>		
Janitor	\$21.76	\$ 21.97
Housekeeper	\$19.99	\$ 20.20
Groundskeeper	\$24.60	\$ 24.85
Groundskeeper/Coordinator	\$27.41	\$ 27.68
Janitor/Porter	\$23.97	\$ 24.21
Mailroom Coordinator	\$1,051.65	\$ 1,161.23
Assistant Mailroom Coordinator	\$820.22	\$828.42
Parking Attendant	\$16.62	\$16.79
Assistant Supervisor Janitorial & Housekeeping	\$25.60	\$25.86
General Support	\$24.07	\$24.31
Office Support	\$22.34	\$22.56
AV Technician	\$1,148.09	\$1159.57
Coordinator A/V & Room Bookings	\$1,272.89	\$1,285.62
<b>Physical Plant</b>		
Electrician	\$42.52	\$42.95
Carpenter	\$36.08	\$36.45
HVAC Mechanic	\$36.01	\$36.37
Physical Plant Coordinator	\$1,048.89	\$1,059.37
IT Coordinator	\$1,139.61	\$1,151.01

<b>Food Services</b>		
Cook	\$21.76	\$21.98
Cook's Helper	\$21.76	\$21.98
General Cafeteria Helper & Cook's Helper	\$21.76	\$21.98
Porter/Dish & Pot Washer	\$21.76	\$21.98
<b>Library</b>		
Library Technician	\$1,136.73	\$1,148.10
Library Technician Circulation	\$1,136.73	\$1,148.10
Administrative Assistant to Chief Librarian	\$1,081.28	\$1,092.09
Info Express Liaison	\$1,136.73	\$1,148.10
Reading Room Technician	\$925.71	\$934.97
<b>Finance Office</b>		
Accountant II	\$1,182.32	\$1,194.14
Accountant I	\$930.25	\$939.55
Accounts Receivable/Student Fees	\$827.38	\$835.65
Accounts Payable Clerk 1	\$930.25	\$939.56
<b>Registrar's Office</b>		
Associate Registrar	\$1,540.35	\$1,555.75
Assistant Registrar	\$1,353.12	\$1,366.65
Assistant Registrar, Awards, Scholarship & Financial Counselling	\$1,474.96	\$1,489.71
Registrarial Assistant	\$1,166.37	\$1,178.03
Registrarial Clerk	\$1,081.01	\$1,091.82
<b>Theology</b>		
Student Services Officer	\$1,353.12	\$1,366.65
Program Coordinator	\$1,274.80	\$1,287.55

<b>Principal's Office</b>		
Administrative Assistant II	\$1,272.89	\$1,285.62
Administrative Assistant I	\$863.61	\$872.25
Programs Assistant	\$1,209.29	\$1,221.38
Webmaster	\$1,425.96	\$1,440.21
<b>Office of Advancement</b>		
Advancement Manager, Annual Campaign	\$1,658.98	\$1,675.57
Senior Development Officer	\$1,749.46	\$1,766.95
Advancement Associate	\$1,431.87	\$1,446.18
Advancement Officer	\$1,152.84	\$1,164.37
<b>Dean of Students &amp; Student Life</b>		
Administrative Assistant to the Dean of Students	\$964.62	\$974.27
Resident Life Coordinator	\$1,096.28	\$1,107.24
Assistant Dean Residence Life	\$1,472.59	\$1,487.32
Assistant Dean Campus Life	\$1,312.51	1,325.64
Campus Minister	\$1,018.88	\$1,029.07
Student Life Coordinator	\$1,096.28	\$1,107.24
<b>PIMS</b>		
Administrative Assistant	\$1,298.33	\$1,311.31
Editor	\$1,470.24	\$1,484.94
Associate Editor	\$714.38	\$721.52
Library Technician	\$1,136.73	\$1,148.10
Managing Editor/Library Technician	\$1,441.60	\$1,456.02

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.

## **SCHEDULE B - BENEFITS**

Benefits are as provided by the University of Toronto to its United Steelworkers America bargaining unit employees. The Employer agrees to implement the following changes on the current employer/employee cost sharing basis:

Combine the Semi-private-Hospital Coverage with the Extended Health care plan.

### ***Long-Term Disability Plan***

The Employer agrees to contribute 80% of the premiums for the Plan currently in effect on the date of ratification.

### ***Group Life – Basic***

The Employer agrees to contribute 100% of the premiums for the Plan currently in effect on the date of ratification.

Additional Coverage (Optional) – The Employer agrees to contribute 52.5% or 66% of premiums for the plan currently in effect on the date of ratification, depending on Option select.

### ***Survivor Income Benefit***

The Employer agrees to contribute 50% of the premiums for the Plan currently in effect on the date of ratification.

### ***Accidental Death & Dismemberment***

The Employer agrees to contribute 50% of the premiums for the Plan currently in effect on the date of ratification.

### ***Dental Care Plan***

The Employer agrees to contribute 80% of the premiums for the Plan currently in effect on the date of ratification. Orthodontic coverage @50% reimbursement with lifetime maximum benefit of \$2650; Major Restorative will increase to \$1,800 annually; Implants under Major Dental Services (subject to the ‘alternate benefit clause’ provisions)

### ***Extended Health Care & Semi-Private Hospital Accommodation Plan***

The Employer agrees to contribute 75% of the premiums for the Plan currently in effect on the date of ratification. Registered Massage Therapist/Physiotherapy/ Chiropractic/Naturopathy (ND designation)/Homeopathy/Acupuncture (Acupuncturists of Ontario accreditation)/Osteopaths and Occupational Therapy treatment of a combined maximum of \$700. /person/year.

Effective the date of ratification, the Extended Health Care plan will provide two (2) wigs per lifetime; the Extended Health Care plan will be modified to provide wigs in the case of *alopecia*.

Effective as of date of ratification, the Extended Health Care plan will be modified to provide partial coverage for continuous glucose monitors for *Type 1 diabetes*.

Effective as of date of ratification, the Paramedical Plan combined maximum will increase from \$700 to \$800 annually.

- Massage therapy by a Registered Massage Therapist without requirement for a prescription.

Effective as of date of ratification, expand coverage under the existing Psychology benefit maximum of \$2,000 to include MSW and psychotherapist.

### ***Hearing Aids***

Coverage \$500 for one (1) ear and \$1,000 for two (2) ears every three (3) years; include coverage for *cochlear implants* under the existing maximum for Hearing benefits.

### ***Vision Care Plan***

The Employer agrees to contribute 50% of the premiums for the Plan currently in effect on the date of ratification. Effective July 1, 2015 maximum is \$400.00/24 months; coverage for eye exams to a maximum of \$90 per person every 24 months to the Vision Plan. (Same as the UofT benefit)

### ***Child Care Benefit***

Bargaining Unit employees with a dependent eligible child under the age of seven (7) will be eligible for reimbursement of child-care expenses with an annual maximum expense for the entire Bargaining Unit of \$25,000.00 as follows:

- a) The maximum half-day reimbursement will be \$10.00 per day. A half-day is defined as a minimum of four (4) hours to a maximum of six (6) hours of care, or where the parent is being charged a half-day rate by the child care provider.
- b) The maximum full day reimbursement will be \$20.00 per day. A full-day rate is defined as six (6) or more hours of care, or where the parent is being charged a full-day rate.
- c) Reimbursement is limited to fifty percent (50%) of the lesser of (i) the amount actually paid: and (ii) the usual and customary amount charged by the service provider for the same child care services. Between January 1 and February 1 of subsequent calendar years, Bargaining Unit employees must provide to the Employer, in a single package, detailed receipts substantiating the child care expenses in of which reimbursement is sought for the previous calendar year along with proof of payment (e.g., credit card receipt, front and back of cancelled cheque, or a validated receipt). Reimbursement in respect of a calendar year shall be made in one (1) lump sum cash payment, less applicable withholdings, if any.
- d) Reimbursement will be made only for child care expenses (as defined in the Income Tax Act) incurred by the Bargaining Unit employees. The Employer makes no representations as to whether a deduction from income is available under the Income Tax Act in respect of any amounts paid or payable under this plan.
- e) If both parents are eligible for reimbursement under this plan, only one (1) shall be entitled to claim reimbursement under this plan in a calendar year.
- f) The plan maximum of \$2,300.00 per child will be provided annually, based on a calendar year. The amount will be prorated for less than full-time equivalent employment. A Bargaining Unit employee who has been appointed for less than a full calendar year shall

be entitled to a pro rata amount for that year. There are no carryover provisions if the full \$2,300.00 is not used in any given year.

- g) The terms “child care expense” and “eligible child” in this plan shall have the extended meaning given to them in subsection 63(3) of the Income Tax Act. The term “child” shall have the extended meaning given to that term in subsection 252(1) of the Income Tax Act such that, where used in this plan, the term “child” shall include a natural, step, common-law or adopted child or ward under the age of seven (7).
- h) Payments to be made by the Employer under this plan shall be paid solely out of the general operating monies of the Employer. The Employer shall not be required to contribute or set aside any amounts to a separate fund or account to satisfy its obligations under this plan. The value of the annual eligible claims under this plan shall not exceed \$25,000. If, in a given year, the value of the eligible claims under this plan is greater than \$25,000, all claims will be reimbursed on a pro-rated basis.

***Employee Assistance Plan***

Effective July 1, 2012, the Employer will establish an EAP, either on its own or in conjunction with other constituent Universities, which will be available at no charge to bargaining unit employees.

## SCHEDULE C - SCHEDULE OF SEVERANCE PAY ON LAYOFF

<b>Continuous Years of Service at Date of Layoff</b>	<b>Severance Pay (IN WEEKS)</b>
0	0
1	2
2	2
3	4
4	6
5	10
6	12
7	14
8	16
9	18
10	20
11	22
12	24
13	26
14	28
15	30
16	32
17	34
18	36
19	38
20	40
21	42
22	44
23	46
24	48
25	50
26	52
27	52
28	52
29	52
30 or more	52

**SCHEDULE D - HOLIDAYS**

<b>Holiday: Date(s):</b>
Canada Day Wednesday, July 1, 2020
Civic Holiday Monday, August 3, 2020
Labour Day Monday, September 7, 2020
Thanksgiving Day Monday, October 12, 2020
Christmas / New Wednesday, December 23, 2020 to Year Friday January 1, 2021 inclusive
Family Day Monday, February 15, 2021
Good Friday Friday, April 2, 2021
Presidential Day Friday, May 21, 2021
Victoria Day Monday, May 24, 2021



## LETTER OF UNDERSTANDING #1

### Re: Snow Days

From time to time, the President of the University of St. Michael's College may close the University as a result of circumstances beyond the University's control, such as extremely heavy snowfalls and difficult commuting conditions. Closing the University to the public and cancelling classes does not end the need to provide essential services. Without limiting the services to be provided; some examples include snow removal, food service for student residents, security rounds, maintenance of mechanical systems, emergency routines, front desk response, and washroom checking and cleaning in residences.

In the event the President closes the University to the public, employees are expected to work their normal shift, unless they are released from duties by the University or provide satisfactory evidence to the University that they are unable to stay for work, or conditions were such that they were unable to get to work. Employees who work when the University is closed will be paid their regular wages for the hours worked and will be given compensating time off with pay at a time to be mutually agreed between the employee and the employee's supervisor.

Notwithstanding the above, an employee who is required to work when the University is closed may elect to be paid their regular rate of pay for the hours worked and, in addition, be paid at their regular rate of pay for the regular hours lost rather than taking the compensating time off.

Those employees who provide satisfactory evidence that they cannot stay or that they cannot come in to work will receive their regular straight time wages for the regular hours lost.

The University will attempt to offer overnight accommodation and meals on campus to staff that are unable to get home and be back at work to cover a regular shift the next day.

Notwithstanding the above, an employee who is required to work on one of the designated day's may elect to be paid their regular rate of pay for the hours worked and, in addition, provided they qualify, their holiday pay for the said designated day. In such case there will be no other day substituted for the designated day.

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

**Re: Snow Removal in the Winter Season**

The parties agree that this Letter of Understanding does not form part of the Collective Agreement.

In preparation for snow removal during the winter season, the Employer will post a notice seeking volunteers who are prepared to come in to work as needed for this purpose. Any employee who signs such list will be required to attend when requested to do so during the winter season. If an employee on the list declines to attend or if management or its designate is not able to contact such employee directly by telephone, their name will be deleted from the list. The Employer can utilize the services of students if this procedure fails to produce sufficient volunteers.

**LETTER OF UNDERSTANDING #3**

**Re: Green Circled Employees**

Green Circled Employees – Notwithstanding the Wage Schedule, Eon Pitt, and Mary Jane Santos will be kept at their current rate so long as they remain in their current classification and will receive the negotiated wage increases.

## **LETTER OF UNDERSTANDING #4**

### **Re: Fee Waiver for Dependants**

The University agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Fee Waiver for Dependants Policy attached hereto.

#### INTRODUCTION

In order to assist staff members who have dependants or a spouse who wish to pursue University studies, towards their first undergraduate degree or certificate, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto and St. Michael's College programmes. The terms and conditions of this staff benefit are described below.

#### TERMS OF REFERENCE

An eligible spouse or dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition waiver.

For the purposes of this policy:

“Dependant” shall include the natural, legally adopted, step or foster child of the employee or employee's spouse, who is dependant on the employee or spouse for financial support;

Spouse shall mean spouse as defined in the Ontario Human Rights Code as amended by the Spousal Relationships Statute Law Amendment Act, 2005.

“Academic tuition fee” by definition excludes application, registration, service, examination and other incidental fees.

#### ELIGIBILITY

This benefit is available to:

Staff members of the University.

Staff members on approved leave of absence, who are maintaining enrolment in benefit programs.

Dependants, or spouse, proceeding towards a first degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under PROVISIONS (below).

#### PROVISIONS

Eligible dependants will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The academic tuition fee waiver is applicable to programmes, which lead to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation since admission is normally gained directly from high school. In cases where the programme requires undergraduate preparation only the undergraduate courses taken as part of the preparation are eligible.

For clarity, the fee waiver is applicable to the Transitional Year Programme and Academic Bridging Programme.

Programmes in the following areas are also not eligible:

- Royal Conservatory of Music
- School of Continuing Studies
- Woodsworth College Diplomas

Where a student receives a scholarship, which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

Questions concerning this policy should be directed to the Bursar's office. The value of the tuition waiver under this provision is a taxable benefit to the employee. This Policy is conditional on the University of Toronto continuing to permit access to the employees and their dependants at no cost to the Employer.

## LETTER OF UNDERSTANDING #5

### 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 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 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 \$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; 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) Courses offered by the school of Continuing Studies that are work or job related, up to a maximum of seven hundred and fifty (\$750) 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). 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 dependants at no cost to the Employer.

## LETTER OF UNDERSTANDING #6

### Re: Pay Equity Job Evaluation

**Whereas** the parties acknowledge 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 agree it is 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*.

**and**

**Whereas** the University of St. Michael's College and the United Steelworkers have agreed to developing 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 used in the University of St. Michael's College plan,

#### **Accordingly, the parties agree to the following:**

The parties agree that a questionnaire agreed to between the parties will be issued to SMC employees according to the established timelines. The questionnaire will be forwarded to the incumbents in the classification for completion. Managers will provide feedback to employee questionnaires and employees will have the opportunity to respond to the manager's comments. The parties will aim to have all questionnaires and updated job descriptions completed by May 31, 2018. The completed questionnaires will then be evaluated jointly by the Joint Job Evaluation Committee (JJEC) comprised of two representatives from SMC and two representatives from the Union.

During the months of June, July & August 2018, the parties will meet to evaluate job classes, and conduct "sore thumbing" of such results (to ensure accuracy, consistency, and freedom from gender bias). The final rating will be the responsibility of the JJEC. This process will be completed by October 31, 2018. During the months of November and December, 2018 the parties will then meet to agree to a Pay Equity Plan and will set out the job classes and related pay bands including a schedule for making any pay adjustments owed to employees in female job classes (including any retroactivity) as a result of the pay equity analysis will be established. They will also meet to agree to a Maintenance Protocol to ensure the Plan is maintained properly. An appeal process will be completed prior to the finalization of the Pay Equity Plan. Once the Pay Equity Plan is agreed upon, the parties will continue to meet with the aim of achieving Internal Equity before the termination of this Collective Agreement.

Where the parties are unable to resolve any disputes related to the three paragraphs above or the Pay Equity Plan, the parties agree to have such matters referred to arbitration before a mutually agreed-upon arbitrator for full and final dispute resolution on an expedited basis.

Further, SMC agrees to maintain the wages for one member of the bargaining unit for a maximum of eighty (80) hours for time spent jointly in the pay equity process with SMC. SMC and the Union agree to make every effort to complete the above process by December 31, 2021.



**LETTER OF UNDERSTANDING #7**

**Re: Career Transition Services for Employees on Indefinite Layoff**

The University will pay for employees who are indefinitely laid off to have access to Career Transition Services as appropriate in the circumstances, which may include career counselling, computer skills, training support, resume preparation, and external job search support, upon presentation of proof of payment.

**LETTER OF UNDERSTANDING#8**

**Re: Licensing Fees**

The cost of job required licensing fees will be reimbursed by the University. Applies to electrician - \$120.00/yr.

## **LETTER OF UNDERSTANDING #9**

### **Re: Impact of Employment Insurance Legislative Changes**

During the 2017 round of collective bargaining, the parties discussed amendments to the Employment Insurance (EI) Act reducing the waiting period to receive benefits under the EI Act from two weeks to one week for pregnancy and parental leaves, as well as the impact of that reduction on the payments made by the University to employees taking pregnancy, parental, or adoption leaves under the collective agreement.

Under the terms of the collective agreement in place up to the current round of negotiations, the University compensated employees taking pregnancy leave, parental leave, and adoption leave at 95 per cent of their weekly salary for the two week waiting period for pregnancy or parental leave benefits. Therefore, the legislative changes result in the elimination of one week of leave with 95 per cent of salary for such employees.

The parties agree that an employee who is entitled to and provided with salary during the one-week waiting period that top up pursuant to Articles 13:04 or 13:05, will receive one paid week of leave (“Parental Transition Week”) immediately following the end of their EI pregnancy or parental leave (the end of their combined leaves for employees who take both pregnancy and parental leave). This Parental Transition Week will be in addition to the leave entitlements set out in Articles 13:04 and/or 13:05).

During the Parental Transition Week, employees will be paid 100 per cent of their weekly salary, whereas the eliminated week during the EI waiting period had been compensated at 95 per cent.

## **LETTER OF UNDERSTANDING #10**

### **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 support that may be considered include but are not limited to leaves of absence under various provisions of this Collective Agreement and access to campus and community support, including Human Resources, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.