

MONDAY, DECEMBER 19th, 2022

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

BETWEEN

THE COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL'S COLLEGE
(Hereinafter referred to as "the Employer")

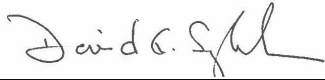
AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902, UNIT 4
(Hereinafter referred to as "the Union")

1. The term of the renewal collective agreement shall be from January 1, 2021 to December 31, 2023.
2. The parties herein agree that said Collective Agreement shall include the terms of the previous collective agreement that expired on December 31, 2020 provided, however, that the amendments attached hereto are incorporated.
3. The provisions of the renewal Collective Agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically and expressly noted.
4. It is agreed that the articles in the Collective Agreement will be renumbered to reflect the amendments as necessary.
5. **This Memorandum of Settlement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall constitute one and the same agreement. This agreement may be executed by original signatures transmitted by facsimile, emailed PDF, JPG, or similar format, or by an email in which the text confirms that the party accepts and intends to be bound by the terms of the Memorandum and the Memorandum is attached to the email**

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

For the University



For the Union











Dated at Toronto this 12th day of ~~August 2023~~ January 2024

SETTLEMENT:

- All proposals as attached to this document
- No provisions are retroactive unless expressly indicated
- ~~The term of the agreement shall be from January 1, 2021 to December 31, 2023~~
- The Employer and the Union agree to **RENEW** all Letters of Agreement, Understanding, and Intent for the term of the renewal Collective Agreement
- Wages (see Appendix A):
 - For the Course Instructor I (Arts & Science/Theology), ~~Teaching Assistant (Arts & Science/Theology), and Writing Instructor , and Continuing Education Instructor~~ job categories, increase wages as follows:
 - Effective (**retroactive**) ~~January~~ **September 1, 2021 4.00%**
 - Effective (**retroactive**) ~~January~~ **September 1, 2022 4.00%**
 - Effective ~~January~~ **September 1, 2023, 3.00%**
 - **For Teaching Assistant increase wage as follows, excludes vacation pay:**
 - **Effective (retroactive) January 1, 2021;: ~~\$46.7048.08~~ \$46.70 + OTO payment \$1.38**
 - **Effective (retroactive) January 1, 2022;: ~~\$47.1750.00~~ \$47.17 + OTO payment \$2.83**
 - **Effective (retroactive) January 1, 2023;: ~~\$47.6451.50~~ \$47.64 + OTO payment \$3.86**
 - For the Course Instructor II job category, increase wages as follows:
 - Effective (**retroactive**) ~~January~~ **September 1, 2021, parity with the applicable Unit 3 job category (actual 6% increase)**
 - Effective (**retroactive**) ~~January~~ **September 1, 2022, 4.00%**
 - Effective ~~January~~ **September 1, 2023, 3.00%**
- Health Care Spending Account (HCSA)
 - ~~Effective on the date of ratification, increase HCSA allocation for all eligible employees from \$500 to \$750. (Teaching Assistants and Writing Instructors are currently in receipt of HCSA)~~
 - ~~Effective on the date of ratification, Teaching Assistants and Writing Instructors employed shall be eligible for a HCSA.~~
 - **Effective on the date of ratification, increase allocation for the HCSA as follows:**

First 0.5 FCE or 24 to 239 hours	Each additional 0.5 FCE or 120 hours or portion thereof	Maximum per plan year
\$500.00	\$350.00	\$1,900.00

ARTICLE 21: WAGES

21.02 In addition to the above rates, all employees, unless otherwise indicated, shall be entitled to an additional 4% of salary as vacation pay. ~~Those employees who have been advanced to Course Instructor 2 status shall receive 6% of salary as vacation pay. All employees with five or more years of employment will receive an additional 2% pay in lieu of vacation.~~ Vacation pay shall be paid on the last pay cheque of the employee’s contract.

~~References to four percent (4%) vacation pay shall be amended to six percent (6%) vacation pay for employees who have been employed either as a Course Instructor 1 or 2, Writing Instructor, or Teaching Assistant in the same Department, Program, or Centre for a consecutive period of five (5) years. For these individuals, there shall not have been a break or breaks in employment that independently or cumulatively exceed one academic term within a single academic year in the same position and in the same Department, Program, or Centre. Additionally, these same individuals are required to have been employed in the same position and in the same Department, Program, or Centre in the academic term immediately following any break in employment, regardless of whether the subsequent academic term occurs in the same or different academic year. For the purposes of this Article, an academic term shall be defined as a four (4) month period.~~

~~In the event that any of the forementioned conditions cease to be satisfied, these individuals shall receive four percent (4%) vacation pay, regardless of whether they had previously received six percent (6%).~~

~~Where an employee who is otherwise eligible to receive six percent (6%) vacation pay and is on an approved leave of absence, it is agreed and understood that the duration of such leave shall not be a break in employment and shall not disentitle the employee from receiving six percent (6%) vacation pay.~~

Appendix A: CUPE Local 3902, Unit 4 Wages

Stipend Rate per full course	01-Jan-20	01-Sep-21	01-Sep-22	01-Sep-23	Vacation pay
Course Instructor	\$16,979.00	\$17,658.16	\$18,364.47	\$18,915.42	Includes 4%
Course Instructor II	\$17,828.00	\$18,897.9968	\$19,653.9159	\$20,243.5319	Includes 6%
Hourly Rates	01-Jan-20	01-Sep-21	01-Sep-22	01-Sep-23	Vacation pay
*Teaching Assistant	\$46.23	\$46.7069	\$47.1716	\$47.6763	Excludes vacation

Writing Instructor	\$53.06	\$55.18	\$57.39	\$59.11	Excludes vacation
**Continuing Education Instructor	\$136.50	\$141.96	\$147.64	\$152.07	Excludes vacation

***Excludes applicable 2021, ~~and 2022,~~ and 2023 OTO**

****As there are no retro eligible Continuing Education Instructors in-scope and given Continuing Education will remain on hiatus for the duration of the renewal agreement, the Employer proposes to defer to the next collective agreement.**