

**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**


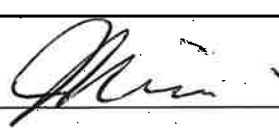
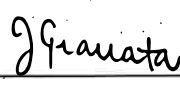



**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3902, UNIT 4**  
(Hereinafter referred to as "the Union")

1. The term of the renewal collective agreement shall be from January 1, 2024, to December 31, 2026.
2. The parties herein agree that said Collective Agreement shall include the terms of the previous collective agreement that expired on December 31, 2023, 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.

For the University

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Dated at Toronto this 30 day of April 2025

**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, 2024, to December 31, 2026
- 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):

**ACROSS THE BOARD WAGE INCREASES CUPE 3902.04:**

**Teaching Assistants**

The Employer will increase the wages for the **Teaching Assistant** category listed in Article 21.01 of the Collective Agreement as follows:

- Effective (retroactive) January 1, 2024, 9.0%
- Effective (retroactive) January 1, 2025, 2.0%
- Effective January 1, 2026, 1.8%

For clarity, employees paid above the wage rates set out in Article 21:01 of the Collective Agreement shall be entitled to the wage increases set out above.

**Course Instructors, Writing Instructors**

The Employer will increase the wages for **Course Instructors – Arts & Science/Theology, Course Instructor IIs, and Writing Instructors**, category listed in Article 21:01 of the Collective Agreement as follows:

- Effective (retroactive) January 1, 2024, 2.0%
- Effective January 1, 2025, 1.8%
- Effective January 1, 2026, 1.8%

For clarity, employees paid above the wage rates set out in Article 21:01 of the Collective Agreement shall be entitled to the wage increases set out above.

## **Continuing Education Instructors**

The Employer will increase the wages for **Continuing Education Instructors**, category listed in Article 21:01 of the Collective Agreement as follows:

- Retroactive to January 1, 2024, a one-time special adjustment to the Continuing Education Instructors to \$152.07 per contract hour inclusive of vacation pay.

For clarity, employees paid above the wage rates set out in Article 21:01 of the Collective Agreement shall be entitled to the wage increases set out above.

## **ARTICLE 21: WAGES**

### **21.01 WAGES - USMC**

#### **Teaching Assistants**

~~January 1, 2020; \$46.23 per hour~~

~~September 1, 2021; \$46.69 per hour~~

~~September 1, 2022; \$47.16 per hour~~

~~September 1, 2023; \$47.63 per hour~~

**January 1, 2024 – \$51.92 per hour**

**January 1, 2025 – \$52.97 per hour**

**January 1, 2026 – \$53.92 per hour**

#### **Course Instructors – Arts & Science/Theology**

~~January 1, 2020 – \$16,979.00 per full course equivalent inclusive of 4% vacation pay~~

~~September 1, 2021 – \$17,658.16 per full course equivalent inclusive of 4% vacation pay~~

~~September 1, 2022 – \$18,364.47 per full course equivalent inclusive of 4% vacation pay~~

~~September 1, 2023 – \$18,915.42 per full course equivalent inclusive of 4% vacation pay~~

**January 1, 2024 – \$19,293.73 per full course equivalent inclusive of 4% vacation pay**

**January 1, 2025 – \$19,641.02 per full course equivalent inclusive of 4% vacation pay**

**January 1, 2026 – \$19,994.55 per full course equivalent inclusive of 4% vacation pay**

### **Course Instructors – IIs**

~~January 1, 2020 – \$17,828.00 per full course equivalent inclusive of 6% vacation pay~~

~~September 1, 2021 – \$18,897.68 per full course equivalent inclusive of 6% vacation pay~~

~~September 1, 2022 – \$19,653.59 per full course equivalent inclusive of 6% vacation pay~~

~~September 1, 2023 – \$20,243.19 per full course equivalent inclusive of 6% vacation pay~~

**January 1, 2024 – \$20,648.05 per full course equivalent inclusive of 6% vacation pay**

**January 1, 2025 – \$21,019.72 per full course equivalent inclusive of 6% vacation pay**

**January 1, 2026 – \$21,398.07 per full course equivalent inclusive of 6% vacation pay**

### **Writing Instructors**

~~January 1, 2020 – \$53.06 per hour~~

~~September 1, 2021 – \$55.18 per hour~~

~~September 1, 2022 – \$57.39 per hour~~

~~September 1, 2023 – \$59.11 per hour~~

**January 1, 2024 – \$60.29 per hour**

**January 1, 2025 – \$61.38 per hour**

**January 1, 2026 – \$62.48 per hour**

### **Continuing Education Instructors**

~~January 1, 2018 – \$136.50 per contract hour inclusive of vacation pay~~

**January 1, 2024 – \$152.07 per contract hour inclusive of vacation pay**



- 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. 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 as a Course Instructor, 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.

- 21.03 Salaries will be paid in biweekly instalments over the period of the appointment of the employee. With each payment each employee shall be provided with a statement of all deductions therefrom.

## ARTICLE 23: BENEFITS

### HEALTH CARE SPENDING ACCOUNT

23.01 The University agrees to provide a Health Care Spending Account (HCSA) for each eligible employee in accordance with the following provisions:

23.02 The Health Care Spending Account shall be administered by a provider selected by the Employer. The plan year is September 1 through August 31.

23.03 Eligible employees are:

- (a) Course Instructors
- (b) Teaching Assistants
- (c) Writing Instructors

23.04

First 0.5 FCE or 24-239 hours	Each additional 0.5 FCE or 120 hours or portion thereof	Maximum per plan year
<del>\$500.00</del> <b>\$650</b>	<del>\$350.00</del> <b>\$375</b>	<del>\$1900.00</del> <b>\$2000</b>

23.05 Enrollment is required in order to receive coverage under the HCSA. An eligible employee must complete and submit an enrollment form provided by the Employer for this purpose.

23.06 The HCSA is intended to have the following features:

- (a) The HCSA may be used for eligible medical expenses, which are those considered eligible expenses under the Income Tax Act, such as crutches, prescription eyewear, prescription drugs, some OTC medications, physiotherapy or registered massage therapy, chiropractic treatments, and the cost of private health care premiums.
- (b) Original receipts must accompany all claims for reimbursement.
- (c) Eligible expenses must be incurred on or after the date of the employee's HCSA allocation, and on or before the end of the plan year for which the allocation is made.
- (d) Eligible claims may be submitted not later than sixty (60) days beyond the end of the plan year. Any unused balance remaining after this period will be forfeited.


(e) The reimbursements are not taxable under current Income Tax Act rules.

23.07 Once allocated, funds in a HCSA may be accessed within the specified time frame (the plan year) whether or not the account holder is actively employed by the University.

23.08 Persons who were eligible and enrolled in the University of Toronto Health and Dental Plans as of May 18, 2011, shall be allowed to continue to participate in these plans, in accordance with applicable regulations and shall not be eligible to participate in both the University Benefit Plans and the HCSA. Where a bargaining unit member who qualifies for coverage under the USMC HCSA also has coverage under a student or other benefit plan, ~~the member's eligible expenditures shall only be reimbursed once~~ that member will seek coverage for medical expenses under that other plan prior to submitting a claim under the HCSA.

University of St. Michael's College and CUPE 3902 Unit 4

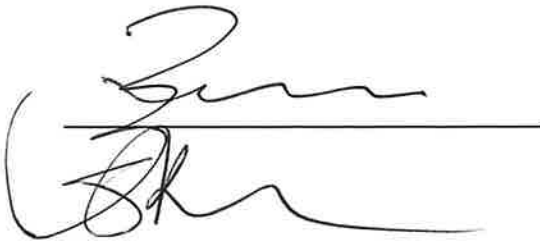
Agreed:

Signed this 3 day of ~~March~~<sup>April</sup> 2025 

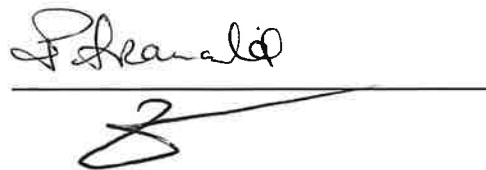
**ARTICLE 3: MANAGEMENT RIGHTS**

3.01 The Union acknowledges that it is the right of the Employer to maintain order and efficiency; hire, classify, transfer, promote, demote, layoff, discipline, suspend, or discharge employees; establish and enforce rules and regulations, consistent with the provisions of this Collective Agreement, which govern the conduct of the employees; and generally to manage and operate the University of St. Michael's College. The Employer agrees to exercise these rights in a manner which is **fair**, reasonable, **equitable** and consistent with the provisions of this Collective Agreement.

FOR THE EMPLOYER



FOR THE UNION



Agreed:

Signed this 24<sup>th</sup> day of April 2025

#### ARTICLE 4: NO DISCRIMINATION

- 4.01 (a) The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practised in any matter concerning the application of the provisions of this Collective Agreement by reason of class, age, race, creed, colour, national origin, language of origin, accent, ethnic origin, caste, ancestry, citizenship, religious or political affiliation or belief, sex, gender, marital (as defined by law) or parental status, number of dependants, sexual orientation, identity or expression, gender identity and expression, personal appearance, mode of dress, place of residence, academic school of thought, disability (including AIDS/HIV status), record of offences unless the employee's record of offences is a reasonable and bona fide qualification because of the nature of employment, physical attributes, nor by reason of the employee's non-membership, membership, or activity in the Union, or any other practices prohibited by law.
- (b) The Employer will accommodate disability to the point of undue hardship.
- (c) The Employer and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. The Employer agrees to use the pronouns specified by the employee. The Employer further agrees to incorporate any legal name and/or sex or gender changes.

#### SEXUAL VIOLENCE & SEXUAL HARASSMENT

- 4.02 Sexual harassment shall be considered discrimination under Article 4.01.
- 4.03 The Employer will provide an environment where members of the Bargaining Unit are not subjected to sexual violence and sexual harassment. Bargaining unit employees will not engage in sexual violence or sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the Ontario Human Rights Code, the Occupational Health and Safety Act and the University of St. Michael's College Policy on Sexual Violence and Sexual Harassment, as they exist from time to

time, although they do not form part of the Collective Agreement, shall be considered, including by an Arbitrator in any arbitration pursuant to this section.

For clarity, the University of St. Michael's College's current ~~p~~**Policy on Sexual Violence and Sexual Harassment** defines "sexual violence" as meaning: "any sexual act or act targeting a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current **Ontario Human Rights Code** provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by his or her employer or agent of the employer or by another employee." For further clarity, the current **Ontario Human Rights Code** defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome." For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advancement knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

- 4.04 (a) Employees making a Report under the University's Policy on Sexual Violence and Sexual Harassment shall **be advised they** have the right to be accompanied by a Union ~~r~~**R**epresentative at any stage of the process.
- (b) An employee who makes a Report of sexual violence or sexual harassment may request, through the Union, to discontinue contact with the Respondent. Every effort shall be made to separate the parties in their employment relationship, without the ~~e~~**C**omplainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- (c) ~~The time limit for making a Report under the university's Policy on Sexual Violence and Sexual Harassment or filing a grievance alleging sexual violence and/or harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the Report /grievance. Where the alleged harasser is the immediate supervisor of the complainant/grievor, the time limit to make a Report or file a grievance shall be no longer than~~

~~twelve (12) months after the occurrence of the matter that is the subject of the Report/grievance.~~ A Report under the University's Policy on Sexual Violence and Sexual Harassment alleging sexual violence or sexual harassment may be filed at any time in accordance with the Policy on Sexual Violence and Sexual Harassment. For clarity, there is no time limit for filing a Report under the Policy.

Notwithstanding Article 13.05 of this Collective Agreement, a grievance alleging sexual violence or sexual harassment shall be filed at Step 3. The USMC President and Vice-Chancellor (or designate) will give a written decision to the Chair or Grievance Officer of the Union within sixty (60) working days of receipt of the written grievance. If the grievance remains unresolved, the Union may refer the grievance to arbitration pursuant to Article 14 of this ~~e~~Collective ~~a~~Agreement.

- (d) During any steps taken to resolve the situation, employees shall be advised they have the right to be accompanied by a Union representative.
- (e) No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration processes as it relates to this Article.
- (f) Witnesses who give information and/or evidence in a complaint of sexual violence and/or sexual harassment are protected from reprisal in accordance with the provisions of the Ontario Human Rights Code (R.S.O. 1990, CHAPTER H.19) as set out in Section 8.
- (g) In the event the Employer decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where ~~both~~either the Complainant and the Respondent are employees covered by this Collective Agreement, such bargaining unit employee shall be entitled to raise an objection to the Employer's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The Employer shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the Employer shall either replace the investigator or provide the rationale for the Employer's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

## BULLYING AND PERSONAL HARASSMENT

- 4.05 (a) The Employer will provide an environment where members of the bargaining unit are not subjected to bullying and personal harassment. Bullying and personal harassment are defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- (b) An employee may file a grievance alleging a course of conduct amounting to bullying and personal harassment. Bullying and personal harassment grievances will follow the steps as laid out for individual grievances under Article 13. Where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.
- (c) Where an employee believes that they have been the victim of bullying/harassment, they may request, through the Union, to discontinue contact with the alleged bully/harasser. Every effort shall be made to separate the parties in their employment relationship, without the ~~e~~Complainant suffering any academic or other penalty. The Employer and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- (d) The time limit for filing a grievance alleging bullying/harassment under this Collective Agreement shall be no longer than six (6) months after the occurrence of the matter that is the subject of the complaint/grievance. Where the alleged harasser is the immediate supervisor of the ~~e~~Complainant/grievor, the time limit to file a complaint or grievance shall extend to twelve (12) months.
- (e) During any steps taken to resolve the situation, employees shall be advised they have the right to be accompanied by a Union representative.
- (f) Witnesses who give information and/or evidence in a bullying/harassment complaint are protected from reprisal in accordance with the provisions of the *Ontario Human Rights Code* (R.S.O. 1990, CHAPTER H.19) as set out in Section 8.

For clarity, it is possible for bullying/harassment to occur while on University of St. Michael's College premises and in work-related activities or social events occurring off-campus. For further clarity, bullying/harassment that occurs through electronic means is covered by this Article.

#### BULLYING, HARASSMENT, AND SEXUAL HARASSMENT ARBITRATION



- 4.06 In the event that a grievance alleging bullying, harassment, or sexual harassment is referred to arbitration, Sole Arbitrators shall be selected in rotation from the following list:

**Christopher Albertyn**

**Eli Gedalof**

**William Kaplan**

**Jesse Kugler**

**Archana Mathew**

**Heather Ann McConnell**

**Annie McKendy**

**Sheri Price**

**Paula Knopf**

**John Stout**

If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration. In the event that the parties are unable to agree on a hearing within a reasonable time, either party may request that the Minister of Labour appoint a Sole Arbitrator.

#### **NO REPRISAL**

- 4.07 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of the parties or their representatives because of an employee's membership or non- membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.**

**Further, every employee has a 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 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 4 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 Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance  
commencing at Step 2 of the Grievance Procedure.

FOR THE EMPLOYER

  
\_\_\_\_\_  
M. Saluto

FOR THE UNION

  
\_\_\_\_\_  
P. Raulo

Agreed:

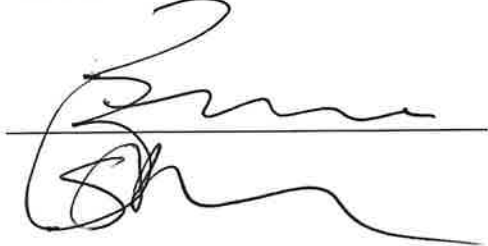
Signed this 3 day of <sup>April</sup> ~~March~~ 2025 *EB*

## ARTICLE 6: UNION SECURITY

- 6.01 (a) Membership in the Union shall be on a voluntary basis; however, as a condition of employment, each employee shall have deducted by the Employer from each pay during the term of the Agreement an amount equivalent to the Union dues or any assessments as are uniformly levied upon all members of the Union in accordance with its Constitution and By-laws. The amount of such dues shall be certified to the Employer in writing by the Secretary Treasurer of the Union. Notice of any change in dues must be provided in writing to the Employer by the Secretary Treasurer of the Union. Where the change is solely a change in the percentage rate of dues deducted, it shall be effective on the first day of the month following the period of thirty (30) days from actual receipt of the notice; other changes shall be effective on the first day of the month following the period of sixty (60) days from actual receipt of the notice. The Employer shall not be required to implement any change in dues affecting only a portion of the pay.
- (b) The Employer shall remit the amounts deducted in accordance with this Article to the Union prior to the 15th day of the month<sub>1</sub> following the month in which the deductions were made.
- (c) Each remittance to the Union shall be accompanied by an electronic list of the employees from whose pay the deductions have been made. This list shall include names; salaries; classifications; home addresses; telephone numbers (when available); home e-mail addresses; and such Department-of-employment designations ~~that as~~ arise from normal processing of employment forms in accordance with the practices and procedures established by the Employer and term of employment, in an Excel spreadsheet. The Employer agrees to provide the Union with two (2) months' advance notice of its intention to alter the form and/or format. In addition, the Employer agrees to provide the Union with copies of all accepted letters of offer made to members of the bargaining unit at the earliest possible date.
- 6.02 The Employer recognizes the Union's interest in the format specified in 6.01 and undertakes to consider fully the Union's statement of impact in response to any proposed change to that format.

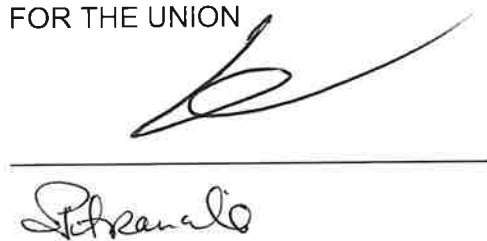
- 6.03 All enquiries concerning Union dues or dues deductions should be directed to CUPE/SCFP Local 3902, ~~208 Bloor Street West, 3rd Floor~~ 376 Bathurst Street, Suite 200, Toronto, Ontario M5T 3B4 ~~2S6~~, telephone: 416-593-7057, email: infooffice@cupe3902.org.
- 6.04 The Union will indemnify and save the Employer harmless from any and all claims which may be made against it by an employee(s) for amounts deducted from pay as provided for in this Article.
- 6.05 The Employer shall provide a bulletin board on the first floor of Kelly Library marked "CUPE Local 3902" for official union notices.
- 6.06 Upon ratification of this Collective Agreement, the Employer agrees to pay one thousand dollars (\$1,000) to the Union in full satisfaction of its contribution to the cost of collective bargaining.

FOR THE EMPLOYER



---

FOR THE UNION



---

St. Paul's

Agreed:

Signed this 24<sup>th</sup> day of April 2025

## ARTICLE 7: INFORMATION TO EMPLOYEES

- 7.01 The Employer agrees to inform all applicants, prospective members of the bargaining unit and new employees that a Collective Agreement is in effect.

A searchable electronic copy of the Collective Agreement shall be provided to each new employee at the email address provided by the employee.

The Collective Agreement will be posted on the Employer's Human Resources website in a searchable format, and a link to said website will be provided to all employees in the bargaining unit in their employment contracts.

The University will provide the Union with fifty (50) printed copies of the Collective Agreement.

- 7.02 The Employer shall provide to all employees a ~~one~~ **two**-page (letter-size, double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Manager of Human Resources (or designate) for information and for approval as to its factual accuracy. If the Manager of Human Resources (or designate) ~~has concerns about the statement prepared by the Union, it is agreed that the Manager of Human Resources (or designate) will contact the Union to resolve the issue~~ **does not provide notification of errors, or inaccuracies or other concerns to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable.** The letter shall be provided preferably at/or prior to the time the employee receives their written job offer of an appointment in this bargaining unit, but in any event, no later than the earlier of the start of duties or receipt of a Description of Duties and Allocation of Hours form (see Appendix D) where applicable

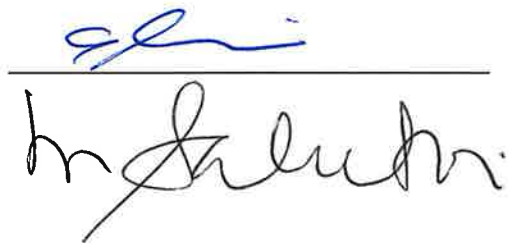
- 7.03 ~~The parties agree that the following language shall be included in letters of offer to employees:~~

**"As part of the terms of your employment, you may be entitled to a Health Care Spending Account (HCSA). The amount for the HCSA will depend on the number of hours of the appointment. Please find a comprehensive Benefit Package (i.e. Introductory Memo, Enrolment Form, FAQ) enclosed**

for your information. The HCSA can be used in addition to any coverage you currently enjoy."

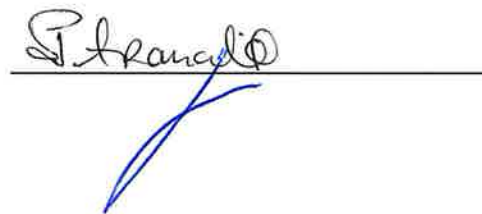
*Bargaining Note (not added to the CBA): Information on HCSA applicable entitlements **(including an FAQ)** will be referenced as available on the USM website in all offer letters, including current direct links to HCSA where applicable.*

FOR THE EMPLOYER



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

FOR THE UNION



A handwritten signature in blue ink, appearing to be "S. L. L. L.", is written over a horizontal line.

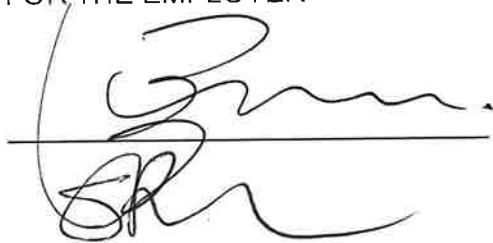
Agreed:

Signed this 3 day of <sup>April EB</sup>~~March~~ 2025

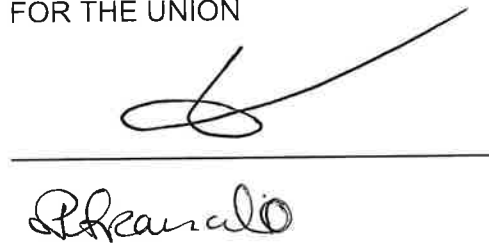
## ARTICLE 8: CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Manager, Human Resources, and the **ChairPresident** (or designate) of the Union, and shall be deemed received three (3) working days after the date of posting.

FOR THE EMPLOYER

A handwritten signature in black ink, appearing to be "J. Smith", written over a horizontal line. Below the line is another handwritten signature, possibly "S. R.", also in black ink.

FOR THE UNION

A handwritten signature in black ink, appearing to be "P. Kauralo", written over a horizontal line. Below the line is another handwritten signature, also in black ink.

Agreed:

Signed this 22 day of April 2025

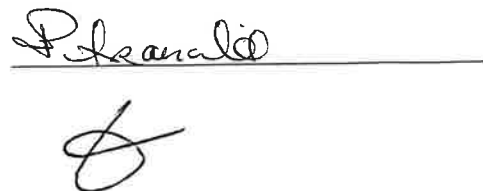
## ARTICLE 10: UNION REPRESENTATION

- 10.01 The Employer acknowledges the rights and duties of Union Stewards, the Grievance Officer, and ~~the Grievance Committee~~ **Union Representatives Staff** to assist in the administration of this Collective Agreement and preparing and presenting grievances in accordance with the Grievance Procedure.
- 10.02 The Employer agrees to recognize the authority of the Union Stewards, the Grievance Officer, and Staff Representatives to assist in the administration of the Collective Agreement. Upon request from the Steward(s), the Grievance Officer, and or member(s) of the Grievance Committeea Staff Representative, the Principal **and/or Dean** or designate shall meet with the Steward(s) and/or other designated Union Official(s) within five (5) working days.
- 10.03 The Union shall notify the Employer, in writing, of the name of each Steward, the Steward's department of employment, the department or departments the Steward represents, ~~and the names of the members of the Grievance Committee.~~ Upon such notification the Employer shall be required to recognize such Stewards ~~or Grievance Committee members while employed, and for the eight (8) months immediately following the end of a period of employment, a Steward shall continue to be recognized until further notice from the Union indicating otherwise.~~ The Union agrees that Stewards will be members of Unit 4.

FOR THE EMPLOYER



FOR THE UNION





Agreed:

Signed this 30 day of April 2025

## ARTICLE 12: PROGRESSIVE DISCIPLINE

12.01 The Employer shall not discipline without just cause, and shall have due regard for the principles of progressive discipline.

12.02 ~~Progressive discipline refers to the concept of disciplinary measures being corrective in nature, proportional to the seriousness of the issue, and may increase in severity in the event of repetition of the same or similar occurrences. The Employer reserves the right to respond to serious circumstances as necessary, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.~~

Discipline will normally follow investigation and discussion with the employee with the objective of resolving the matter and/or correcting the behaviour. ~~Such steps may include warnings, suspensions, and/or discharge, and~~ **may will accordingly normally proceed through the following steps, with the objective of resolving the matter and/or correcting the behaviour as early as possible:**

Step 1: Oral warning

Step 2: Written warning or letter of reprimand

Step 3: Unpaid short suspension \*or change in assignment

Step 4: Unpaid long suspension \*or change in assignment

Step 5: Discharge

**\*The decision to change an assignment in the alternative to a short or long suspension shall be made at the Employer's sole discretion and is to be counted as the same step in progressive discipline.**


12.03 Disciplinary measures shall be proportional to the seriousness of the issue and shall normally increase in severity with repetition of the same or similar occurrences. The Employer reserves the right to skip one or more steps outlined above, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.

- 12.043 An employee who is disciplined shall receive a copy of any written disciplinary notice, and the reasons therefore. The Union will also be sent an electronic copy of the notice within one (1) working day (24 hours) of the notice being sent to the employee.
- 12.054 When the Employer summons an employee for an interview to investigate a matter which may be the subject of disciplinary action which will be recorded in the employee's employment file, the Employer will inform the employee in writing with a copy to the Union (union.representation@cupe3902.org) of the employee's right to have the employee's Union Steward (or other Union Representative) present, and will inform the employee, in writing, of the nature of the allegations to be discussed. If the employee requests representation by the employee's Union Steward (or other Union Representative), the Employer will arrange for such representation without undue delay, and without further discussion of the matter with the employee concerned.
- 12.065 If the investigation and/or meeting does not result in disciplinary action, including an oral or written warning, then all record of the matter and the interview will be destroyed. The Employer will remove warnings and reprimands from in an employee's personnel file that are more than thirty-six (36) after twelve (12) months, unless the employee has a subsequent warning for a similar offence during that period.
- 12.076 All disciplinary investigations shall be treated as confidential.
- 12.087 Nothing in this Article shall be construed in such a manner as to prevent the normal discussion between supervisors and employees concerning standards, expectations, or performance of work. The supervisor may investigate, identify, and comment on unacceptable or unsatisfactory acts or omissions, and set a reasonable time in which to correct the problem.
- 12.098 The Principal, Vice-President, or designate shall be the sole authority responsible for issuing warnings, reprimands, or more serious disciplinary sanctions. The Principal, Vice-President, or designate may take into account, when setting a reasonable time for improvement, the discussions that have taken place between the supervisor and the employee on this matter.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_

  
\_\_\_\_\_

Stephanie

University of St. Michael's College and CUPE 3902 Unit 4

Agreed:

Signed this 16 day of April 2025

University of St. Michael's College and CUPE 3902 Unit 4

**ARTICLE 13: GRIEVANCE PROCEDURE**

- 13.01 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or any other oral or written negotiated agreements between the Union and the Employer. Notwithstanding rights conferred under this Collective Agreement, only current employees may file a grievance except as set out in 13.01 (b) below.
- (b) For the purposes of grievances alleging a violation of the hiring provisions, a past employee must have been employed for at least two (2) months within the past thirty-six (36) months to be eligible to file an individual grievance at Step 1 as per Article 13.05.

**FAIR AND PROMPT SETTLEMENT**

- 13.02 An earnest effort shall be made by the Employer and Union to settle grievances fairly and promptly in the following manner:

**STATEMENT OF GRIEVANCE**

- 13.03 The ~~s~~Statement of ~~g~~Grievance submitted by the Union or Employer, and signed by the grievor(s), must contain the following: date of filing, nature and type of grievance (e.g., individual, group, policy), the article(s) of the Collective Agreement alleged to have been violated, a statement of the particular facts relevant to the grievance, including dates, and the remedy sought. The grievance must be set out in a manner which is clearly identified as a grievance.

**TIME LIMITS - GRIEVANCE PROCEDURE**

- 13.04 Time limits as specified in this Article are directive in nature within the context of the mutual desire of the parties to address grievances as quickly as possible. Time limits are not triggered until the Union has been formally notified by the Employer of its members at the beginning of each term. Where no answer is given within the time limit specified, the grieving party shall be entitled to submit

the grievance to the next step of the Grievance Procedure. Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Grievance Procedure. No grievance may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.

### **COMPLAINT STAGE (OPTIONAL)**

**13.05** If an employee has an employment-related complaint that could become the subject of a grievance, the employee may, as soon as possible after the occurrence of the matter which is the subject of the complaint, request a meeting with the employee's immediate supervisor in order to give the immediate supervisor an opportunity to adjust the complaint. The employee may have a Union representative present at such a meeting. If a resolution to the complaint is arrived at as a result of the meeting, the employee shall be allowed to request a statement of the resolution, in writing, from the supervisor. In the event that an employee requests such a statement in writing, the supervisor shall comply without undue delay within ten (10) working days. The parties agree that a written statement provided in response to such a request shall not be relied upon or referred to by either party as having any precedential or interpretative value, and shall be considered to have been made on a "without prejudice" basis.

### **INDIVIDUAL GRIEVANCES**

#### **13.056**      **Grievance Procedure**

The office holder or designate at any Step of the grievance procedure shall not be the same person as the designate at a previous Step of the grievance procedure. If this requirement cannot be met in the judgment of the Employer, the grievance will be advanced to the next Step of the grievance procedure in accordance with the Collective Agreement.

**Step 1)** If a past or present employee has a grievance (the grievor), the grievor shall, within ~~twenty (20)~~**forty (40)** working days after the occurrence of the matter, present a written grievance to the appropriate Program Director. The Program Director will give a written decision to the grievor and the grievor's Steward or other designated Union representative within ~~ten (10)~~ **seven (7)** working days of receipt of the grievance at Step 1. If there is no Program Director, the grievance will be initiated at Step 2 within the same timeline of ~~twenty (20)~~**forty (40)** working days.

**Step 2)** If the grievance is not resolved at Step 1 or there is no Program Director, the written grievance may be referred to the Dean of Theology or Principal of USMC as appropriate. The Dean of Theology or Principal of USMC will give a written decision to the grievor and the grievor's Steward or other designated Union representative within **ten (10) ~~seven (7)~~** working days of receipt of the grievance at Step 2.

**Step 3)** If the grievance is not resolved at Step 2, the written grievance may be referred to the President of USMC or designate, transmitted by a letter signed by the **~~Chair~~President** or Grievance Officer of the Union. The President of USMC or designate will give a written decision to the **~~Chair~~President** or Grievance Officer of the Union within **ten (10) ~~seven (7)~~** working days after receipt of the grievance at Step 3.

If the grievance is not resolved at Step 3, the Union may refer the grievance to arbitration pursuant to Article 14 of this Collective Agreement, within fifteen (15) working days of the receipt of the Step 3 decision.

#### GROUP GRIEVANCE

**13.067** A group grievance, which is defined as an alleged violation of this Collective Agreement concerning two (2) or more grievors, follows the same procedure as the individual grievance procedure.

#### POLICY GRIEVANCE

**13.078** A policy grievance of the Employer, or a policy grievance of the Union, which is distinguished from an individual employee's grievance or a group grievance, is defined as a difference arising between the Employer and the Union as to the interpretation or alleged violation of a specified provision or provisions of this Collective Agreement (or any other oral or written negotiated agreements between the Union and the Employer) affecting the Employer or the Union **as such or as affecting the interests of members employed in more than one (1) Program.** Policy grievances shall be produced in writing, signed by the **~~Chair~~President** of the Union, or the designated authority of the Employer, as the case may be, and submitted to the designated authority of the Employer, or the **~~Chair~~President** of the Union, as the case may be, within **~~twenty (20)~~forty-five (45)** working days after the occurrence of the matter which is the subject of the grievance. The initiating party, in its written grievance, must state the nature and basis of the grievance clearly and fully. The responding party shall provide a written response within fifteen (15) working days after receipt of the grievance. If the grievance is not resolved, the initiating party may notify the other party in writing within a period of fifteen (15) working days that it intends to proceed to

arbitration pursuant to Article 14 of this Collective Agreement. Policy grievances go directly to Step 3 identified in 13.065 of this Collective Agreement.

#### SUSPENSION OR DISCHARGE GRIEVANCE

13.089 In the case of an employee who has been suspended or discharged, the employee may submit a grievance, in writing, signed by the employee, at Step 2 of the Grievance Procedure, within ten (10) working days after the employee's suspension or discharge. The Designated Authority at Step 2 shall meet with the **ChairPresident** of the Union and the Grievance Officer within a period of ~~ten~~ **(40)five (5)** working days after receipt of the written grievance. If the grievance is not settled at this meeting, or within a period of five (5) working days following the meeting, then the Union may notify the Employer in writing within a further period of five (5) working days that it intends to proceed to arbitration pursuant to Article 14 of this Collective Agreement.

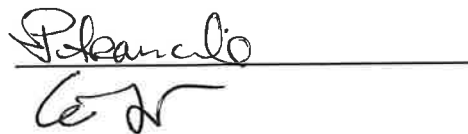
#### DISCRIMINATION GRIEVANCE

13.10 In the case of an employee who is grieving a violation of Article 4: No Discrimination, and where there is an individual party named who is also an employee of the USMC and whose behaviour is alleged to be discriminatory, the Union may bring forward in writing to the Director of Human Resources at the University of St. Michael's College a request on behalf of the grievor to discontinue contact with this person in their employment relationship on an interim basis. The Employer shall respond in writing and normally within five (5) working days of such a request. If the Employer agrees to such an arrangement to separate the parties, it shall be on a "without prejudice" basis. The Employer and the Union agree to treat requests to discontinue contact and responses to such requests as confidential to those directly involved.

FOR THE EMPLOYER

Handwritten signature of the Employer, appearing to be "M. J. Salach", written over a horizontal line.

FOR THE UNION

Handwritten signature of the Union representative, appearing to be "P. Bencic", written over a horizontal line.

University of St. Michael's College and CUPE 3902 Unit 4

Agreed:

Signed this 20<sup>th</sup> day of April 2025

## ARTICLE 14: ARBITRATION

- 14.01 If a grievance is not settled at Step 3, either party may notify the other within a further period of ~~fifteen (15)~~ twenty (20) working days (five [5] days in the case of a suspension or discharge grievance) after receiving the written reply that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain the details of the grievance, a statement of the issue in dispute, and a statement of the type of remedy sought by the party from an arbitrator.
- 14.02 The provisions of this article shall be based on the use of a single arbitrator, ~~unless the provisions of Article 14.06 are specifically invoked~~. Sole Arbitrators shall be selected in rotation from the following list, commencing with the first person named. For each successive referral to arbitration, the next person named shall be selected:

Christopher Albertyn  
Eli Gedalof  
William Kaplan  
~~Jesse Kugler~~  
Susan Stewart  
Archana Mathew  
Heather Ann McConnell  
Annie McKendy  
Sheri Price  
Scott Thompson  
~~Paula Knopf~~  
~~John Stout~~

If the person selected is unavailable within a reasonable time, the next person on the list shall be selected. Should none of the above be available within a reasonable time, the parties may select a mutually agreeable alternative. In any event, the parties shall attempt to select a Sole Arbitrator within twenty (20) working days of the notice of intent to proceed to arbitration. In the event that the parties are unable to agree on a hearing within a reasonable time, either party may request that the Minister of Labour appoint a Sole Arbitrator.

*The Union reserves the right to add, delete, or modify its proposals at any time during collective bargaining negotiations. Any proposals are without prejudice or precedent to the Union's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or*



14.03 The jurisdiction of the arbitrator shall be confined to the issue in dispute. **An arbitrator shall not have the authority to make any decision which is inconsistent with the terms of the Collective Agreement nor to add to or amend any of the terms of the Agreement.** The decision of the arbitrator shall be final and binding upon the parties.

14.04 In the event that an arbitrator deals with a matter relating to discharge, suspension, or disciplinary action, then the arbitrator has the authority to reinstate an employee with or without compensation for wages and any other benefits lost, or to make any other award ~~he/she~~ **they** may deem just and reasonable which would be consistent with the terms of the Collective Agreement.

14.05 The parties shall jointly and equally bear the fees and expenses of the arbitrator.

~~14.06 The parties may jointly request the establishment of a board of arbitration in respect of any grievance submitted for arbitration. In such a case, the parties shall each appoint a nominee to the board of arbitration and the chairperson of the board of arbitration will be one of the arbitrators set out in Article 14.02 or such other chairperson as the two nominees appointed by the parties otherwise agree. Each party shall bear the fees and expenses of its own nominee to an arbitration board, and the parties shall jointly and equally bear the fees and expenses of the Chairperson. The provisions of Article 14 apply to a board of arbitration. The decision shall be unanimous or one reached by the majority of the members of the board; however, if there is no majority decision of the board, then the decision of the Chairperson shall constitute the final and binding decision of the board.~~

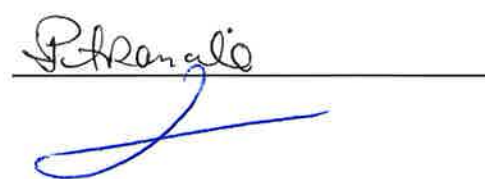
~~14.067~~ Saturdays, Sundays, and University holidays will not be counted in determining the time within which action is to be taken or completed under the Arbitration Procedure.

~~14.078~~ Time limits set forth in this article may be extended by mutual agreement in writing between the parties herein.

FOR THE EMPLOYER

Handwritten signature of M. Salter in blue ink, written over a horizontal line.

FOR THE UNION

Handwritten signature of P. Rangel in blue ink, written over a horizontal line.

*The Union reserves the right to add, delete, or modify its proposals at any time during collective bargaining negotiations. Any proposals are without prejudice or precedent to the Union's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances*

Agreed:

Signed this 30 day of April 2025

## **ARTICLE 15: APPOINTMENTS: COURSE INSTRUCTORS, TEACHING ASSISTANTS, AND WRITING INSTRUCTORS**

### **JOB POSTING**

- 15.01 (a) USMC shall maintain a Pool for the purpose of filling positions on an emergency basis consisting of:
- (1) All Course Instructors and Writing Instructors who have been employed by USMC within the previous twelve (12) months,
  - (2) It shall be the responsibility of those in the Pool employed within the past twelve (12) months to send USMC current contact information. It is understood and agreed that persons who have been terminated for cause shall not be included.
- (b) Where possible, programs shall announce in the winter session, positions to be filled in the summer and fall terms, and in the fall term, positions to be filled in the winter and spring terms. Notices of vacancies shall be posted on the Union bulletin board (Article 6.05) and on USMC's website. Vacancies may also be posted in other locations as are deemed appropriate. Such notices shall remain posted for at least twenty (20) working days before such positions may be filled; however, in the event that a position becomes vacant or available unexpectedly, such position may be filled on an emergency basis after posting for fewer than twenty (20) working days, but not fewer than four (4) working days. Members of the Pool (15.01 (a)) shall be notified of emergency vacancies via email. Each job posting shall include:
- the title and number of courses where positions are expected to be available
  - an estimate of the number of positions available
  - an estimate of the course enrolment

- an estimate of TA support (if applicable)
- dates of appointment
- salary
- qualifications required
- the application procedure including the closing date for applications
- a brief description of the duties.

All postings shall include the following statement: "The job is posted in accordance with the CUPE 3902 Unit 4 Collective Agreement" (see Appendix B). It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

- 15.02 (a) A copy of each posting shall be forwarded to the Union office by email within three (3) working days of its being posted. When an emergency posting is made, the Union shall receive a copy before the application period closes.
- (b) A posted position may be left unfilled, or may be filled by an appointed, a visiting, or a retired faculty member excluded by the recognition clause (Article 2.01).
- (c) Where the Employer determines there is an available positions(s) which may be filled by a Course Instructor II, the Employer may seek the Union's agreement to waive the posting and application process for such position(s). If there is no qualified Course Instructor II for the position of the Employer may seek the Union's agreement to waive the posting and application process for such position(s) to be filled by a member who has the most experience in the course in question. Where mutual agreement is reached, the parties will confirm their agreement in writing, specifying the session dates of appointment(s), course(s) to be taught, and the name(s) of the person selected in each instance.

## APPLICATION

- 15.03 All applicants for positions must apply directly and in writing in the required format together with curriculum vitae to the hiring Program in which employment is sought. **For applications for Teaching Assistant positions, applicants shall not be asked to provide reference letters but may be asked to provide a list of references.**

## NOTIFICATION

- 15.04 The Employer will advise all successful applicants in writing **within four (4) weeks of the closing date for applications**. The Employer will post a notice without undue delay on a USMC website when a position has been filled. Such notice shall include the position number and a statement that the position has been filled. At the same time, the Union will be notified of the name and academic rank (i.e. classification) of the successful applicant.

## **NO LAYOFFS**

- 15.05 During the course of employment, no employee shall suffer a reduction of hours worked during the term of the employee's appointment, unless such layoff or reduction comes as a result of conditions beyond the control of the Employer. In case of such a layoff or reduction the Employer shall endeavour to offer a position of an equivalent or greater number of hours to the affected employee.

## **HIRING CRITERIA - COURSE INSTRUCTORS**

- 15.06 Preference in hiring shall be given to persons holding the rank of Course Instructor II who have been advanced to that level at USMC. In the event of there not being Course Instructor II applicants, preference in hiring shall be given to Course Instructors who have taught the particular course **(or closely related course)** three or more times. **Nevertheless, teaching** ability, academic qualifications, currency, and mastery of the subject matter, **the extent to which they meet other preferred qualifications (as listed in the job posting)** and previous **past** teaching experience at USMC shall be the criteria used in selection.

When choosing between two qualified candidates who are relatively equal, based on the criteria set out in the posting and in the Collective Agreement preference shall be given to the candidate who has the most experience teaching the particular course **(or closely related course)**.

**For clarity, and for the purpose of this Article 15:06 exclusively, a 'closely related course' is defined as a course that appears in the academic calendar as a 'course exclusion' for the course in question.**

## **HIRING CRITERIA - TEACHING ASSISTANTS**

- 15.07 Preference in hiring shall be given to graduate students in the discipline or program of the course being taught or a closely related discipline. Ability, academic qualifications, currency, and mastery of the subject matter and previous teaching assistance experience at USMC shall be the criteria used in selection. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience in the particular course at the USMC.

## **HIRING CRITERIA – WRITING INSTRUCTORS**

- 15.08 Hiring criteria shall be ability, academic qualifications, competence, demonstrable suitability for the position, and previous satisfactory instructing at the Writing Centre at USMC. Where these factors are deemed relatively equal among two or more candidates, preference shall be given to the candidate with the most experience in the relevant work at USMC.

## **DUTIES**

- 15.09 There shall be a clear description of duties in the job posting and in the letter of offer for all employees. (~~Applicable to Teaching Assistants~~)

## **DUTIES – TEACHING ASSISTANTS**

### **Description of Duties and Allocation of Hours**

- 15.10** Within fifteen (15) working days after a position is offered, the supervisor shall provide the ~~candidate~~ incumbent with a Description of Duties and Allocation of Hours (DDAH) form (**Appendix D**). **The Employer may use the same DDAH forms as provided to CUPE 3902, Unit 1 employees at the University of Toronto. The Principal or Designate shall sign the DDAH form for each employee.** It is agreed that a prospective employee shall not be required to accept a position prior to receipt of a written description of the position. An employee's signature on the description signifies only that they have received and reviewed their duties.

### **Review of Assigned Hours**

- 15.11** **It is agreed that the employee and the employee's supervisor have a mutual responsibility to ensure that the Description of Duties and Allocation of Hours**



(DDAH) Form continues to be accurate and inclusive of all duties and responsibilities of the position.

The supervisor may schedule a meeting with employees at least once during the appointment, individually or as a group, at or around the mid-point of their appointments, for the purpose of conducting a review of each employee's DDAH Form, and ensuring that the employees' hours of work as set out in their DDAH Forms continue to be appropriate. This meeting shall be with pay and shall be scheduled for not less than thirty (30) minutes.

For Fall/Winter Session courses, this mid-course meeting may be held no later than November 15th for "F" courses, January 31st for "Y" courses, and March 1st for "S" courses. For Summer Session courses, the meeting shall be held no later than May 31st for May-June courses, July 31st for July-August courses, and July 1st for May-August courses. Alternatively, an employee can request this mid-course meeting be held when approximately half of the allocated hours have been worked. Such a request shall not be unreasonably denied.

Following this meeting, the supervisor, with approval of the Chair, shall record any revisions to the employee's DDAH form, shall give a copy to the employee, and keep a copy on file.

## **DUTIES – WRITING INSTRUCTORS**

**15.12** Writing Instructors shall be offered a specific number of hours on their letters of offer.

Writing Instructors offer students instruction on developing their writing skills. The duties of a Writing Instructor shall include, for example, but are not limited to: working with students individually and in small groups, counselling students on university writing, organization, reasoning, style, citation, assisting students in the pre-writing, writing, and post-writing phases, working with students on a variety of assessment types, and working with students to enhance their writing skills in a variety of disciplines.

Any changes to the duties of a Writing Instructor shall be made in consultation with the Writing Instructor.

The Employer shall provide Writing Instructors with written descriptions of their duties and responsibilities prior to their first day of employment, or soon after, but before the first day of work. During the term of employment, the Employer shall not decrease the total number of hours as set out in the employee's letter of offer.

With the express written agreement of the Employee, the Employer may increase the total number of the Writing Instructor's work hours. It is understood that the Employee shall have the right to refuse such changes without suffering any loss of employment or pay.

### Scheduling Changes

Once a schedule has been agreed upon between the Writing Instructor and Supervisor, any suggested changes or requests thereto by either party shall be communicated in writing no fewer than (5) working days prior to the change, wherein possible.

Given the part-time nature of the work, it is understood that flexibility will be used by both parties when creating schedules.

## **ALTERATIONS OF TERM OF EMPLOYMENT**

15.130 During the term of employment, the designated supervisor shall have the right to reallocate time applied to the duties and substitute or revise duties without changing the total number of hours or significantly altering the nature of the duties. For hourly-paid employees, with the express written agreement of the employee, the designated supervisor may increase the total number of hours of work as set out on their Description of Duties and Allocation of Hours forms. Before implementing such changes, the supervisor shall discuss the changes and the reasons therefore with the employee.

## **WORKLOAD REVIEW**

15.141 Where an employee has any reason to believe that they may be unable to perform the duties specified in the DDAH within the hours specified therein (either the total hours or the hours applicable to a section thereof), the employee shall deliver a Workload Review Form (Appendix C) to the employee's supervisor without delay. A discussion is encouraged, but in any event, the supervisor shall respond within five (5) working days of receipt of the form by returning the form to the employee. The supervisor shall meet with the employee within an additional five (5) working days to discuss the supervisor's response. If no agreement can be reached, the employee may file an individual grievance commencing at Step 1 of the Grievance Procedure. In the event the grievance is not settled and proceeds to arbitration, the arbitrator may award payment for additional hours worked, provided, however, that no such payment may be awarded where the additional hours resulted from the employee's choice of approach to the

employee's duties, and/or where the additional hours were worked prior to the employee's delivery of the Workload Review Form to the employee's supervisor.

- 15.152 Article 15.15 does not apply to Course Instructors. Nevertheless, a Course Instructor who feels that the workload in the course exceeds that of a comparable course shall raise this matter with his/her supervisor without undue delay. The supervisor shall discuss this matter with the course instructor and shall make every reasonable attempt to reach agreement on workload issues.

#### JOB SECURITY FOR LONG SERVICE WRITING INSTRUCTORS

- 15.16 Writing Instructors with a minimum of six hundred (600) hours of work and greater than four (4) years of service will be offered the opportunity to work in the subsequent academic session (i.e., September to April) for at least the same average number of hours per academic session the Writing Instructors have held over the prior 3 year period. This commitment only applies to the academic years during the term of this Collective Agreement.
- 15.17 Prior to April 30, the Employer shall write to each Writing Instructor who is eligible under this article, to offer the opportunity to work. Within ten (10) working days of receipt of this notice, the Writing Instructor shall reply indicating their desire to accept the offer.
- 15.18 The Employer shall fill the available Writing Instructor positions from amongst the Writing Instructors who have indicated their intent to take up the offer to work prior to posting any positions under Article 15 (Appointments). The name(s) of qualifying and hired Writing Instructors shall be sent to the union.
- 15.19 May to August: The determination of the number of hours of work offered, if any, during the May to August period is at the discretion of the Employer. Hours of work are not guaranteed over the May to August session, and the severance provision does not apply to the May to August session. Where hours of work are available, they will be offered first to those eligible under article (a) based on seniority, the past average number of hours worked in the summer, and taking into account operational needs.
- 15.20 The commitment in Article 15.16 does not apply if, in any previous academic year, the Writing Instructor has not performed satisfactorily. In the case of a decision to



cancel the commitment pursuant to this Article, the affected individual may file a grievance.

15.21 If there is insufficient work, the Employer shall reduce the hours in reverse order of seniority (in other words, the most junior employee as measured by date of first employment at USMC) shall have their hours reduced first. Only if the most junior employee's hours are reduced to zero can the next most junior employee's hours be reduced.

15.22 In the case of hours being reduced significantly over two successive academic sessions (excluding summer session), an employee entitled to an offer of work may opt for a complete layoff and may request severance under the Severance Article of the Collective Agreement.

## APPENDIX A ADVANCEMENT PROCESS FOR NON-STUDENT COURSE INSTRUCTORS

### Eligibility

Provided ~~they~~ ~~he/she~~ possesses an advanced degree or significant professional accomplishment, a Course Instructor who is not a student in the Masters of Arts or Doctoral program in Theology at USMC, nor a student at the School of Graduate Studies at the University of Toronto, is eligible for consideration to be advanced to the rank of Course Instructor II once ~~they~~ ~~he/she~~ has taught at least ~~eight (8)~~ six (6) half courses or the equivalent and ~~has~~ have taught in at least four (4) of the past six (6) **years or four (4)** of the past seven (7) years as appropriate at University of Saint Michael's College.

### Process

Once a candidate meets the eligibility criteria, the candidate may, by letter to the Vice-President (Academic) or Dean, as appropriate, request the initiation of the advancement process. The candidate's letter must be received not later than September ~~30~~ 1 (~~July 31 if possible~~) of the year in which the request is made.

The Vice-President (Academic) or Dean, as appropriate, will respond in writing to the candidate within fifteen (15) working days, advising the candidate of the names of the Advancement Committee, which shall be composed of the Vice-President (Academic), (who may act as Chair of the Committee), the Dean of Theology or relevant program coordinator, and a faculty member appointed by the Vice-President (Academic).

Within two (2) weeks of the date of the Vice-President's or Dean's letter, the candidate may advise the Vice-President (Academic) or Dean of Theology in writing of any express reservations with respect to the appointed member. The Vice-President (Academic) will then advise the candidate in writing of the final composition of the Advancement Committee and the anticipated timing of its review and decision.

The advancement process will normally take place beginning in the Fall Term.

The Vice-President (Academic) shall designate a member of the Committee to observe the candidate in the classroom as a critical and requisite part of the advancement process. The applicant may submit up to two (2) dates for classroom observation and the chair of the Advancement Committee shall consider a classroom observation for those suggested dates. The applicant shall be consulted in advance about the date(s) to be observed and shall be advised with a minimum of two (2) weeks' notice of the observer(s) and the date(s) of the observation(s). The classroom observation shall be at least fifty (50) minutes in length. The observer(s) shall prepare a confidential

**written report for submission to the Advancement Committee. The applicant shall be provided with an executive summary of the written report.**

The candidate's USMC employment file shall be available to the Committee.

The initial letter to the candidate will also identify the written material to be submitted by the candidate for the Committee's consideration:

- a curriculum vitae, which shall include a complete list of all courses taught in the past six (6), or seven (7) as appropriate, years
- a teaching dossier, which shall include representative course outlines, bibliographies, and assignments
- a statement of the candidate's teaching philosophy.

The focus of these submissions shall be to demonstrate the candidate's currency with and mastery of the subject matter and ~~their his/her~~ superior classroom teaching. **Currency with and mastery of the subject matter can be demonstrated in a range of ways, including professional experience and lived experience.** In addition, all those who are raised to the rank of Course Instructor II shall demonstrate that they have adhered to the following principles:

An employee shall carry out ~~their his-or-her~~ responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make **themselves** ~~himself or herself~~ accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instructions, and to comply with established procedures and deadlines for determining, reporting, and reviewing the grades of his or her students. In performance of these duties, they shall deal fairly and ethically with their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

## **Confidentiality**

The Committee's deliberations shall be confidential **and shall not become part of the applicant's employment file(s).**

## **Outcomes**

The Committee's recommendation must be approved by the Division Head.

The Division Head shall advise the candidate **in detail** in writing of the outcome of the advancement process by December 31st, or before if possible. In advising candidates who are not successful, the Vice-President Academic shall set out the

reasons for which this decision was made, and a copy shall be sent to the Union.

A candidate who is advanced to the rank of Course Instructor II shall assume that rank for purposes of consideration for vacancies in the following academic session after the date of the Vice-President (Academic's) letter.

Where a Program does not adhere to the timelines for the written communication of the outcome of the advancement process, and where the candidate has fulfilled all of the obligations and requirements in accordance with the advancement process, then the candidate shall be entitled to be remunerated at the advanced rate for position(s) held in the subsequent academic term. If the Program delay described above continues beyond that subsequent academic term, then the candidate shall continue to be remunerated at the advanced rate until the end of the academic term in which the written communication of the outcome of the advancement process has been provided to the candidate.

A candidate who is not advanced to the rank of Course Instructor II may be eligible for re-evaluation after a further one (1) year of employment **and or** a minimum of two (2) further half courses or the equivalent.

## **Appeals**

If a candidate is not advanced to the rank of Course Instructor II, he/she may request, by letter to the Vice-President (Academic) within twenty (20) working days of receiving notice to that effect from the Vice-President (Academic), a meeting with the President for the purpose of reviewing the reasons underlying the decision. The meeting will be arranged without undue delay. The candidate shall have the right to be accompanied or represented by a Union official.


In the event of an alleged breach of procedural process a grievance may be filed in accordance with Article 13 of this agreement.

The President shall have the authority to amend the advancement decision under review. The President's decision shall be final and binding and shall not be subject to the grievance and arbitration processes.

FOR THE EMPLOYER

FOR THE UNION

---



---

Agreed:

Signed this 30 day of April 2025

## **ARTICLE 16: APPOINTMENTS: NON-CERTIFICATE CONTINUING EDUCATION (CE) INSTRUCTORS**

**CE Instructors are required to have knowledge and skill in adult education and in their respective field and to maintain a mastery of the subject area. Individuals may teach CE courses developed by the Division or may propose courses for review by the CE Division. Proposed courses in the CE Division must be in alignment with the criteria set by the Division including the goals and mission of the University.**

### **EXCLUSIONS**

- 16.01 Continuing Education Instructors shall be covered by the terms of this Collective Agreement except Article 12, Article 15, 18.01-18.08, Article 19, Article 23, 24.01 to 24.04 and 24.07. Instructors with appointments exceeding single-day workshops shall be covered by Article 12 Progressive Discipline.

### **HIRING OF INSTRUCTORS**

- 16.02 In January, the Employer shall post on the USMC website and via email to the Union and instructors who offered courses in the previous year, a notification detailing the application process to submit proposals for non-credit Continuing Education courses for the next calendar year and the expected dates of notification.  
**Individuals may be hired to teach courses developed by the Division or may propose courses for review by the CE Division.**

**For courses proposed by individuals the University shall open and close applications for proposals in accordance with the following timelines:**

- **Course proposal applications shall open on January 1 and close on March 30, for course(s) commencing in the Fall Semester.**



- Course proposal applications shall open on May 1 and close on July 31, for course(s) commencing in the Winter or Spring Semester.

For courses developed by the Division, job postings shall open and close in accordance with the following timelines:

Job postings shall open on March 16 and close on April 16 for courses commencing in the fall semester

Job postings shall open on June 16 and close on July 16 for courses commencing in the Winter or Spring semester.

All postings shall include the following statement: "The job is posted in accordance with the CUPE 3902 Unit 4 Collective Agreement." It is understood that some announcements of vacancies are tentative, pending final course determinations and enrolment.

A copy of each posting shall be forwarded to the Union office by email within three (3) working days of its being posted.

## **APPLICATION**

**16:03 All applicants for positions must apply directly and in writing in the required format together with curriculum vitae to the CE Division.**

## **NOTIFICATION**

16.04<sup>3</sup> All applicants shall be advised in writing of the outcome of their course proposals or job application within thirty (30) days of the application's closing date ~~ten (10) working days of the decision on course offerings~~. The Union will be notified of the names of successful applicants. All Continuing Education instructors listed in the Continuing Education Calendar shall receive notification of the enrolment status of their courses ~~ten (10)~~ **twenty (20)** working days in advance of the start date of the course. ~~If sufficient enrolment of 15 has been reached on or before this date, the instructor shall receive a~~

~~letter of offer confirming their duties.~~ If insufficient enrolment occurs, the instructor will be notified of the cancellation of the course, which shall not be fewer than **five (5) seven (7)** working days prior to the scheduled start date of the course.

**In cases of course cancellation due to enrolment, the employer shall make best efforts to re-offer the same course and the same instructor within the academic year.**

## **SCHEDULING**

16.054 Following acceptance of a course proposal, Continuing Education instructors will submit those dates and time slots in order of preference for potential delivery of the course. The Employer will make every effort to accommodate expressed preferences. ~~In case of conflict, scheduling preferences shall be granted on the basis of length of service in Continuing Education with USMC.~~ **The scheduling of the courses will be determined by the CE Division with due consideration of the identified instructor preferences.**

16.065 Should a Continuing Education instructor miss a class due to illness, the instructor and the Employer shall make reasonable efforts to reschedule that class.

## **HIRING CRITERIA – ~~NON-CERTIFICATE~~ CONTINUING EDUCATION INSTRUCTORS**

16.076 Hiring decisions made by the Employer shall be based on guidelines provided to applicants during the application process.

## **DUTIES**

16.087 There shall be a clear description of duties in the job posting and in the letter of offer for all employees.

## **COURSE EVALUATION**

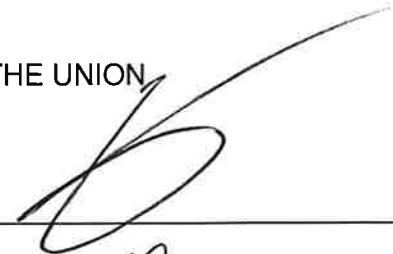
16.098 At the end of each course, the instructor and the course will be evaluated by the students in the course. Instructors will receive a copy of the evaluations and will have the right to submit a written response to be included in the employment file.



FOR THE EMPLOYER

---

FOR THE UNION

A large, stylized handwritten signature in black ink, featuring a prominent loop and a long horizontal stroke.

Stephen M. ...

CUP NATIONAL REPRESENTATIVE

Agreed:

Signed this 10 day of April 2025

## ARTICLE 17: TRAINING

17.01 When employees are required to participate in training programs established by the Employer, they shall be paid for their participation at the Teaching Assistant rate. In the event employees are required to attend training at the Employer's premises, they shall be paid for their participation at the Teaching Assistant rate for a minimum of four (4) hours.


17.02 At any employee training program in which members of the bargaining unit are required to participate, the Unit Steward or other Union Representative shall be entitled to attend ~~and~~. ~~Only members of the bargaining unit shall be paid. If the meeting is for CUPE 3902 Unit 4 only, the Unit Steward or other Union Representative shall have the right to speak for fifteen (15) up to thirty (30) minutes. The Steward or other Union Representative shall not be paid for attendance.~~ The Employer shall notify the Union at least five (5) working days in advance of the session.

17.03 Employees may request training ~~and in~~ the current course management software or any online technology required for the performance of their assigned duties.


**17.04** ~~The Employer may shall conduct Orientation open to all bargaining unit members once in the Fall term, once in the Winter term, and once in the Summer session. These Orientations shall be during the normal hours of work without loss of regular pay. A Union Representative shall be invited to attend, and will have the right to speak to the employees for a period of up to thirty (30) minutes.~~

The Employer will facilitate a non-mandatory, online annual Winter Term welcome meeting between the Union and all active members for the academic year. This meeting shall be held within normal hours of operation, and a Union Representative shall be invited to attend and will have the right to speak to employees.

FOR THE EMPLOYER

  
\_\_\_\_\_  
SK  
EK  
M. Salunke

FOR THE UNION

  
\_\_\_\_\_  
P. Ranale

Agreed:

Signed this 16 day of April 2025

## **ARTICLE 18: EMPLOYEE EVALUATION AND RECORDS**

18.01 The Employer and the Union agree that the purposes of performance evaluations are to improve the quality of the employee's work by assisting the employee to develop their skills, to provide the employee with feedback on their performance, and to provide a written record of that performance.

Where a classroom visit is an integral part of the performance evaluation, at least five (5) working days' advance notice of such a visit shall be provided to the employee.

18.02 The Employer may evaluate each employee's work performance in writing using appropriate methods, at or near the end of each course or term of work. The employee has the right to comment, in writing, on his/her/their performance evaluation and shall be informed of this right. The employee comments shall be attached to the evaluation. The evaluation, including attached comments from the employee, may be placed in the employee's employment file.

18.03 It is understood that the ability to conduct written performance evaluations does not preclude informal course feedback which shall not form part of the employee's employment file.

### **EMPLOYEE-INITIATED EVALUATIONS**

18.04 Notwithstanding Article 18.02, an employee may request a formative performance evaluation not more than once per term of work. Upon such request, the Employer shall arrange for such evaluation to be conducted without undue delay. Such formative performance evaluations may be conducted by a faculty member in the employee's program, or at the divisional head's sole discretion, by a designated alternate, up to and including an external party with knowledge of the subject matter. Such formative performance evaluations shall not form part of the employee's personnel file unless the employee so requests. In such cases, ~~T~~the employee has the right to comment, in writing, on his/her/their performance evaluation.

## UNSATISFACTORY PERFORMANCE

- 18.05 In the event that a supervisor forms the opinion that an employee's performance is Unsatisfactory, the supervisor shall prepare a written evaluation as prescribed in Article 18.02 without undue delay, for discussion with and comment by the employee.

Where the first evaluation indicates an overall rating of unsatisfactory, a second evaluation is mandatory, provided that sufficient time remains before the end of the appointment. If insufficient time remains before the end of the appointment to complete a second (follow-up) evaluation, the evaluation with an overall rating of unsatisfactory shall not be relied upon in any hiring or advancement decisions until the employee has been subsequently evaluated in another appointment.

## STUDENT OPINION SURVEYS

- 18.06 Where they are available, student opinion surveys, ~~whether~~ conducted by the Employer ~~or by a student organization or by any other means~~, shall not be ~~admissible as the primary evidence of unsatisfactory performance in either the discipline procedure or in arbitration. the sole determining factor to demonstrate unsatisfactory performance in the discipline procedure, arbitration, hiring, or advancement.~~ Departments may make use of student evaluations as an element in the Department's method for assessing work performance.

- ~~18.07 Student opinion surveys shall not be the primary evidence used for hiring or promotion decisions.~~

- ~~18.08~~ Copies of student opinion surveys, ~~where in existence, in the custody and control of the Employer~~ shall be provided to employees provided that individual students participating in the survey are not identified.

## EMPLOYMENT FILE

- ~~18.09~~ Maintained by the Employer for each employee, and shall be separate from the employee's health, medical or academic records, if any. When documents pertaining to the employee's performance, positive, negative or neutral, are added to the file, the employee shall be informed by email or via their local mailbox or file folder as soon as practicable. The documents in the file should relate only to the employee's employment.




- ~~18.10~~ An employee's file shall be available for use in making decisions relating to employment by the Employer, but no documents contained therein shall be released physically or orally outside the Employer without the employee's prior consent in writing.

18.11.10 An employee, or former employee, within ~~one (1)~~ two (2) years from the termination of last employment or from last enrolment at USMC, whichever is later, may inspect ~~his or her~~ their employment file on request. The Employer shall provide the employee, or former employee, copies of any documents contained in the employment file upon request.


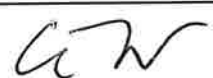
Examination of the employment file may be made after the employee, or former employee, gives notice of the desire to do so, and under the conditions which the Employer deems appropriate to ensure the security of the file. An employee, or former employee, shall have the right to respond in writing to any document contained therein. Such reply shall be included in the employment file.

**18.11 Upon written request to Human Resources, the Employer will provide a confirmation of employment letter within five (5) working days.**

FOR THE EMPLOYER

  
\_\_\_\_\_  
  


FOR THE UNION

  
\_\_\_\_\_  


Agreed:

Signed this 30 day of April 2025

## **ARTICLE 19: LEAVES**

### **SHORT TERM LEAVE**

- 19.01 With the approval of the supervisor(s) concerned, an employee may be eligible for short-term leave in accordance with the provisions of this article. ~~arrange to exchange duties, or for another employee or faculty member to substitute for him/her for periods not to exceed one (1) week at a time.~~ Permission for such ~~exchanges or substitutions~~ short-term leave shall be requested as far in advance as possible and shall not be unreasonably withheld.

### **UNION CONVENTIONS AND SEMINARS**

- 19.02 ~~Subject to approval of the supervisor(s) and upon written request at least five (5) working days in advance, I~~ leave of absence without pay shall be granted to not more than ~~one (1)~~ two (2) employees at any one time, who may be elected or selected by the Union to attend any authorized labour convention or educational seminar, provided the leave will not unduly interfere with operations. In such case, the Employer shall notify the Union in writing. ~~Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for Unit 4. Such leave shall not be unreasonably withheld.~~

The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Director of Human Resources at the University of St. Michael's College, who shall notify the appropriate supervisors. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary travelling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Employees on such leave of absence will continue to be paid by the University, but the Union shall reimburse the University for wages upon receipt of a statement of the amount owing.

#### ACADEMIC CONFERENCE LEAVE

- 19.03 ~~An course instructor employee~~ who has been invited to deliver a paper, present research findings, chair a session, or serve as a discussant at an academic conference related to ~~the course instructor's~~ their discipline, ~~once per academic year~~ may ~~utilize the provisions of Article 19.01 (Short Term Leave)~~ request short-term leave for the time necessary to travel to and from the conference, and discharge ~~his/her~~ their obligations. In seeking the approval of the supervisor for such leave, the ~~course instructor employee~~ shall request the leave as far as possible in advance of the time the leave would be taken. ~~If the course instructor is unable to find an acceptable substitute for him/her self as required under Article 19.01, the course instructor may request to reschedule contact hours in order to be absent from the workplace for the period of leave requested. If this is not possible, the course instructor may request a leave without loss of pay for a period of up to two (2) calendar days once in an academic year in which he or she is employed in an appointment of fifty (50) hours or greater, or equivalent for course instructors.~~

#### ABSENCE FROM WORK FOR UNION BUSINESS

##### Negotiations

- 19.04 (a) The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay.
- ~~(b) The Union shall advise the Employer in writing of all members of the Union bargaining committee. Where a member of the Union bargaining committee encounters an unavoidable conflict between any scheduled contact hours arising from appointment as an employee and attendance at a scheduled negotiation meeting with the Employer, the member of the Union bargaining committee shall be entitled to attend the negotiation meeting without loss of pay.~~

##### Grievances and other Union Business



**19.05 (c)** Where attendance at a grievance meeting, an arbitration hearing or Labour Board hearing, or Labour Board meeting unavoidably conflicts with any scheduled contact hours arising from employment in this bargaining unit, those Union Stewards, Officers, grievors and witnesses whose presence is required shall be entitled to attend without loss of pay. The affected member shall provide ~~his/her~~their supervisor(s) with as much advance notice as possible.

**19.06 (d)** An employee who is appointed, selected, or elected to work for the Union (including the CUPE National and/or any labour bodies to which the Union is affiliated) shall, at the written request of the Union, receive a temporary leave of absence for a period not to exceed the remainder of the employee's current period of employment, or the term of office, whichever is shorter. Employees on such leaves 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.

#### PREGNANCY LEAVE

**19.057** (a) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that the employee is pregnant and the probable date of delivery. Where the program/faculty requests a certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay. Such certificate shall be at the Program/Faculty's expense.

(b) The employee and the employing department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's current period of employment in that Program, except as otherwise provided for in this article.

(c) An employee may return to work within the original period of employment upon giving two (2) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangement for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.

(d) Employees who are eligible for pregnancy leave per the paragraphs above are entitled to choose one of the two following benefits:

- (1) Leaves of ~~ten (10) weeks~~four (4) months or less shall not result in an interruption of regular bi-weekly installments of pay. Leaves longer than ~~ten (10) weeks~~four (4) months shall be without pay for the period which exceeds the first ~~ten (10) weeks~~four (4) months of such leave.

OR

- (2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, a supplementary benefit will be provided. The Employer will pay the employee ninety-five (95) percent of regular pay during the one (1) week waiting period for Employment Insurance benefits and, for the next sixteen (16) weeks, or until the end of the appointment (whichever comes first) will pay the difference between the weekly Employment Insurance benefits and ninety-five (95) percent of actual weekly salary, which the employee was receiving on the last day worked prior to the commencement of pregnancy 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 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*.

- (e) In the event of a miscarriage, a stillbirth, or birth of the child earlier than expected, the employee may take pregnancy leave in accordance with the *Employment Standards Act*. In such circumstances, the employee may begin the leave immediately, but and shall notify the employing department as soon as possible, but no later than ten (10) working days subsequent to the first day of leave. The employee shall provide, at the Employer's expense, a doctor's certificate from a legally qualified medical practitioner (e.g. physician, obstetrician/gynaecologist, midwife) stating the date of birth, stillbirth, or miscarriage, and the date the employee was expected to give birth. For clarity, an employee does not lose their right to pregnancy leave or the benefits described in this

**Article if they do not provide notice in advance of these circumstances.**

- (f) ~~For the purpose of eligibility for advancement only, where the leave exceeds fifty percent (50%) of the appointment the employee's time on such leave shall not be counted in determining whether the required time frame for advancement eligibility under Appendix A for Course Instructors is met, i.e. in determining if an individual has met the specific minimum requirements for advancement as set out in Appendix A, the "clock would stop" for the duration of said leave.~~  
For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course **in accordance with Article 15.06.**

**PARENTAL LEAVE/ADOPTION LEAVE**

- 19.068** a) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay for up to thirty-five (35) weeks following (a) the birth of the child; or (b) the coming of the child into the custody, care, and control of a parent for the first time. Both parents will be eligible to take parental leaves as follows:
- I. Up to thirty-five weeks of parental leave for employees who take pregnancy leave;
  - II. Up to thirty-seven weeks of parental leave for all other new parents;
  - III. Such shorter or longer period of time as might be required under the Employment Standards Act, 2000 from time to time.
- (b) An employee who has not taken pregnancy leave is entitled to a leave of absence without pay of up to thirty-seven (37) weeks.
- (c) Application for such leave shall be submitted in writing to the employing department at least two (2) weeks in advance, indicating the date on which the leave is to begin. Parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time. Parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care, and control of a parent for the first time.

- (d) In the case where the employee who is the parent of a child stops working because the child comes into the custody, care, and control of the parent for the first time sooner than expected, the employee must provide written notice that the employee wishes to take leave within two (2) weeks of stopping work.
- (e) The employee and the employing department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of the leave may not extend beyond the ending date of the employee's current period of employment in that department except as otherwise provided for in this article.
- (f) An employee may return to work within the original period of employment upon giving four (4) weeks' notice in writing of the employee's intention to do so or upon confirming the previous arrangements for return. The employee shall be reinstated to the position or shall be provided with work of a comparable nature at the same rate of pay for the remainder of the original period of employment.
- (g) Employees who are eligible for parental leave per the paragraphs above are entitled to choose one of the two following benefits:

(1) Leaves of ~~one (1)~~four (4) months or less during the term of an appointment shall not result in an interruption of regular biweekly instalments.

Leaves longer than ~~one (1)~~four (4) months during the term of the appointment shall be without pay for the period which exceeds the first four (4) weeks of such leave the end of the term of employment~~four (4) months of such leave~~. No payment will be made which exceeds the end of the term of employment.

OR

(2) For employees who qualify for Employment Insurance benefits based on insurable hours of work in this bargaining unit, and who provide the Employer with proof that they have applied for and are in receipt of Employment Insurance parental benefits and the amount of those benefits, the University Employer will provide the following: ~~a supplementary benefit will be provided during the parental leave period. The University will for the next six (6) weeks following the end of pregnancy leave, or until the end of the appointment (whichever comes first) pay the difference between Employment Insurance benefits and ninety-five (95)~~

~~percent of salary, provided that the employee applies for and receives Employment Insurance benefits.~~

- I. For an employee who has taken pregnancy leave, the difference between Employment Insurance parental benefits and ninety-five percent (95%) of salary for ten (10) weeks;
- II. For an employee who takes parental leave for which a one-week waiting period has already been served in respect of the same child, the difference between Employment Insurance parental benefits and ninety-five percent (95%) of salary for ten (10) weeks;
- III. For an employee who takes parental leave and is required to serve a one (1) week waiting period, ninety-five percent (95%) of salary during the one (1) week waiting period, and the difference between employment insurance parental benefits and ninety-five percent (95%) of salary for nine (9) weeks.
- IV. 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 ninety-five percent (95%) of the employee's actual weekly rate of pay in effect on the last day worked prior to 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*.

- (h) ~~For the purpose of eligibility for the advancement only, where the leave exceeds fifty percent (50%) of the appointment the employee's time on such leave shall not be counted in determining whether the required timeframe for advancement eligibility under Appendix A for Course Instructors is met, i.e. in determining if an individual has met the specific minimum requirement for advancement as set out in Appendix A, the "clock would stop" for the duration of said leave.~~ For the purpose of hiring and advancement, an employee whose leave does not exceed fifty percent (50%) of the appointment shall be deemed to have taught the course ~~in accordance with Article 15.06.~~

**19.09 Employee access to the Health Care Spending Account described Article 23 will not be impacted by a pregnancy or Parental/Adoption leave taken pursuant to Articles 19.07 and/or 19.08, unless the employee provides**

written notice that they do not wish to be enrolled in such benefits during Pregnancy/Parental/Adoption leave.

#### NON-BIRTH PARENT LEAVE

19.0710 Upon request, an employee shall be entitled to up to five (5) consecutive days of leave without loss of pay within ~~four (4)~~**six (6)** weeks of the birth of the employee's child. Such requests shall be made as far in advance as possible.  
**For clarity, this provision is available to any non-birth parent.**

#### DURATION OF LEAVE

19.0811 Where an employee who qualifies for leave under Article 19.057 and/or 19.068 and/or Article 19.107 commences said leave during one appointment, and ~~he/she~~**the employee** has a further appointment in the immediately consecutive term, the employee shall be eligible to continue ~~his/her~~**their** leave, if there is any entitlement remaining, into that next appointment. **Further, if an employee in this circumstance has not exhausted their entitlement to a Pregnancy and/or Parental/Adoption leave payment as described in options (A) and (B) in this Article, the employee's chosen entitlement shall continue into the immediately consecutive term subject to the terms including maximum duration of benefit set out in options (A) and (B).**

#### BEREAVEMENT LEAVE

19.0912 The Employer will grant ~~three (3)~~**five (5)** consecutive days' leave from scheduled contact hours per session without loss of pay in the event of the death of an employee's **immediate family** (spouse, partner, child, grandchild, parent, sibling, or grandparent), or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). For clarity, the foregoing is inclusive of step and in-law relations and relations regardless of gender. **If extensive travel is required, the employee may be permitted up to five (5) ~~seven (7)~~ consecutive days leave from scheduled contact hours per session without loss of pay.** The provisions of Articles 15.01 and 15.02 (Job Posting), 15.04 (Notification), 15.09 (Duties), and 15.05 (No Layoffs) shall not apply to replacements arranged by the Employer resulting from employee absences under this article. Bereavement leave may be extended without pay at the request of the employee.

#### COMPASSIONATE LEAVE

19.103 Upon request, an employee shall be granted leave without loss of pay for up to one (1) week, **equivalent to a total number of regularly worked hours,** to attend to an ill relative, spouse, or close associate, at the employee's request once per academic year. Unpaid compassionate leaves under this article may be granted during the same academic year.



## JURY DUTY LEAVE

- 19.14 Upon written request, supported by a copy of ~~his/her~~the summons, an employee shall be granted leave without loss of pay for up to the duration of the current period of employment to appear for, sit for, or serve jury duty, or Crown witness service, provided that upon return to work he/she shall provide his/her supervisor with written confirmation of the date(s) and time(s) on which he/she appeared and/or served, signed by an appropriate official of the Court.

## SICK LEAVE

- 19.125 (a) Employees who are unable to attend regularly scheduled classroom or contact hours due to illness or injury, shall be granted up to ~~two (2)~~ **three (3)** days of sick leave per contact day per academic term. To qualify for sick leave without loss of pay, the employee must promptly, and in advance if possible, notify his/her supervisor and the Program Coordinator as to the expected duration of the illness/injury.
- (b) In the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after ~~his/her~~their sickness.
- (c) The Employer may require, with reasonable cause, the employee to provide a physician's certificate, at the Employer's expense, upon return to work. All certifications by medical practitioners respecting sickness or injury shall be confidential.
- (d) No additional absences due to medical reasons shall be with pay. Sick leave shall apply only to regularly scheduled classroom contact hours. Every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness, if feasible. Sick leave credits shall not accumulate from one appointment to another.

## DOMESTIC OR SEXUAL VIOLENCE LEAVE

- 19.136 Employees are entitled to Domestic or Sexual Violence leave pursuant to the *Employment Standards Act, 2000* (ESA). All provisions of the ~~Act~~ESA pertaining to this leave shall apply. Employees are eligible for such leave if they or their child(/ren) have experienced or been threatened with domestic or sexual violence, for the purposes set out in the ESA. Such leave of absence shall be without loss of pay for up to one (1) month at the employee's regular rate of pay during the period of the employee's appointment and the

**remainder of the ESA entitlement (i.e. the remainder of up to ten (10) individual days and up to fifteen (15) individual weeks) shall be without pay.**

Written request for such leave along with any related documentation and correspondence shall be submitted to Human Resources.

19.14<sup>8</sup> Leaves taken under Article 19 shall not adversely impact an employee's status or rights as defined by this Collective Agreement.

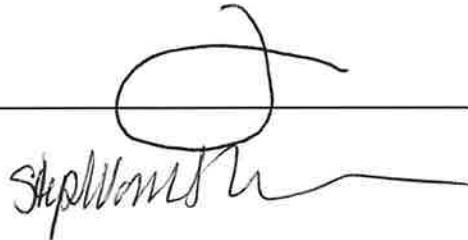
19.15 An employee who provides a certificate from a licensed physician confirming that the employee is unable to attend work and/or perform the employee's duties due to a serious illness, required surgery and/or hospitalization may be granted up to three (3) months of paid leave at the employee's regular rate of pay during the period of the employee's appointment.

FOR THE EMPLOYER

---

FOR THE UNION

---





Agreed:

Signed this 26<sup>th</sup> day of April 2025

## ARTICLE 24: GENERAL OFFICE FACILITIES

- 24.01 (a) Employees shall be provided with an appropriate place for course preparation and for holding office consultations with students, ~~and course preparation~~ with due regard for the need for student confidentiality. The Employer shall ensure that employees have secure storage space for course materials. Such facilities shall ~~include access to be equipped with~~ a telephone, internet access and such other equipment as required for the performance of assigned duties.
- (b) In the event that a member of the bargaining unit believes that he or she may be entitled to a home office tax credit under income tax legislation that would require the issuance of a form T2200, the University will meet with the member and where the criteria reasonably appear to have been met, will issue the form.

## LIBRARY CARDS

- 24.02 The Employer shall provide each employee with access to the University of Toronto Library System, in accordance with the Library's administrative procedures, for the duration of the term of employment, and beginning when an applicant accepts an offer of work and continuing to the end of the academic term immediately following the original term of employment. ~~subsequently for two (2) eight (8) months after the term of employment ends.~~

## MAILBOXES

- 24.03 Each employee shall have access to a conveniently located individual mailbox or file folder for mail. The Employer agrees to allow each individual to maintain use of ~~his/her~~their mailbox for the duration of the term of employment, and beginning when an applicant accepts an offer of work and continuing for ~~two (2) four (4)~~ months after the term of employment ends.

## BOOKS AND MATERIALS

- 24.04 The Employer will provide employees with such books and the use of such materials as are deemed by the supervisor to be necessary for the performance

of their duties. These books and materials shall remain the property of the Employer.

### **INTERNET ACCESS AND ESSENTIAL EQUIPMENT**

**24.05** **Employees who are required to use the internet for their duties shall be provided with appropriate remote access and shall have access for the academic term preceding the term of employment or from notice of hiring (whichever comes first) and ceasing upon the conclusion of all required duties. eight (8) months immediately following the end of a period of employment.**

**Further, employees who are required to use computer hardware or technology, such as a camera or headset, shall be provided with the necessary equipment to fulfill their duties. For clarity, the Employer will maintain a suitable inventory of such items on loan for the duration of the assignment. Such computer hardware or technological equipment does not include a laptop computer.**

### **PRINTING AND PHOTOCOPYING**

**24.056** The Employer will allow employees to print and reproduce necessary instructional materials for the course at no cost to the employee. Such materials include, but are not limited to, course outlines, bibliographies, quizzes, tests, and examinations.

### **COURSE CALENDARS**

**24.067** Names of Course Instructors and Continuing Education Instructors appointed to courses shall appear in online course information, handbooks, and brochures and in hardcopy course calendars where possible.

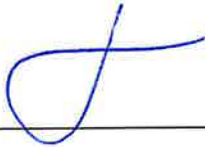
### **EXPENSE REIMBURSEMENTS**

**24.078** Each employee, with an appointment of four (4) months or longer in an academic year (September 1 – August 31), shall be entitled to ~~\$75~~**200**.00 per academic year (September 1 – August 31). This is a taxable benefit, and will be paid in the first pay cheque of the appointment. Members shall be entitled to use these funds for any expense related to their employment at USMC.

FOR THE EMPLOYER

  
\_\_\_\_\_  
M. Salunton

FOR THE UNION

  
\_\_\_\_\_  
P. Kanaalo

Agreed:

Signed this 16 day of April 2025

## ARTICLE 25: HEALTH AND SAFETY

~~25.01 No employee shall be required to act, nor shall any employee act in the course of their employment, in a manner which constitutes a health or safety hazard. The Union shall have the right to elect or appoint one (1) member to the existing JHSC, the Terms of Reference of which are defined in Article 26.~~

~~(a) The bargaining unit member elected or appointed to the Joint Health and Safety Committee shall be remunerated on an hourly basis at the Teaching Assistant rate for time required to carry out their duties.~~

The Employer is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe 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, program and procedures. The Employer requires that health and safety be a primary objective in every area of its operation and that all persons utilizing Employer premises comply with procedures, regulations and standards relating to health and safety. The Employer shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and program and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.


25.02 a) 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 have input, and the right to refuse unsafe work in accordance with the Occupational Health and Safety Statute Law Amendment Act, 2011, c. 11, ss. 1-18, enacted June 1, 2011, where there is an immediate danger to their health and safety or health and safety of others.

(b) The Union shall have the right to elect or appoint one (1) bargaining unit employee to the existing Joint Health and Safety Committee, the Terms


of Reference of which are defined in Article 26. While employed, and for the eight (8) months immediately following the end of a period of employment, the employee shall continue to be recognized and compensated, if necessary, as a Joint Health and Safety Committee representative until further notice from the Union indicating otherwise.

- 25:03** (a) The number of members appointed by the Employer to the Joint Health and Safety Committees shall not exceed the total number of worker members on the Committees, including workers represented by other bargaining units.
- (b) The bargaining unit member on Joint Health and Safety Committee shall be remunerated for time required to carry out their duties.
- (c) During For the term of the renewal Collective Agreement, the Union may appoint a member within the Bargaining Unit to become a Certified Worker Representative. The cost of the certification training programme (Part I, Part II and refresher as required to maintain certification) for the appointed employee(s) shall be borne by the Employer and the time spent in such certification training shall be treated as work time.
- 25:04** (a) The Union shall receive copies of all committee reports, and investigation reports from the committee. The Employer shall ensure that these materials are provided as soon as practicable and, in any event, no later than thirty (30) days following receipt of the report by the University. The Employer shall notify the Union of all Health and Safety testing and provide reports of findings.
- (b) The Employer shall 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.
- 25:05** The Employer shall notify employees as early as practicable concerning campus and worksite closures during adverse weather. No employee shall suffer a loss of pay due to adverse weather closures on days when campus and worksite closures are announced and put into effect.

FOR THE EMPLOYER

  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_

Agreed:

Signed this 24<sup>th</sup> day of April 2025

## ARTICLE 27: TERM OF THIS AGREEMENT

27.01 This Collective Agreement shall be effective ~~July~~January 1, 2017~~24~~26, and shall continue in full force and effect until December 31, 2020~~26~~26 and thereafter shall automatically renew itself for periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.

FOR THE EMPLOYER

  
\_\_\_\_\_  
M. Salton

FOR THE UNION

  
\_\_\_\_\_  


University of St. Michael's College and CUPE 3902 Unit 4

Agreed:

Signed this 30 day of April 2025

**Article XX: MEETINGS**


**XX. Senate and Collegium Meetings**

**Employees in the bargaining unit are invited to attend both Senate and Collegium meetings. Such meetings will be advertised via the University's intranet site and will normally include the relevant agenda items and meeting dates/times.**


FOR THE EMPLOYER

---

FOR THE UNION

---

  
Skip Noma



Agreed:

Signed this 30 day of April 2025

**LETTER OF INTENT: JOB SECURITY FOR LONG SERVICE WRITING INSTRUCTORS**

**DATE**

**President, Canadian Union of Public Employees, Local 3902**

**During the 2024-2026 round of collective bargaining, the Employer and the Union discussed their intent to implement job security for long serving writing instructors at USMC.**

**Within 60 days after the ratification of the collective agreement, the Employer and the Union agree to establish a Working Group composed of three (3) representatives designated by the Employer and three (3) representatives designated by the Union. The Working Group will meet to discuss, review, and define the process for advancement.**

**Recommendations from the Working Group falling outside of the accepted guidelines below will be considered by the designated authorities of USMC, which shall grant due consideration of student needs, and those recommendations that are accepted will be implemented without undue delay. In particular, best efforts will be made to implement the new Advancement Process by no later than the start of the 2026 Winter Term.**

**The Employer and the Union agree that the following accepted guidelines will form the basis of their discussion:**

- A) **Writing Instructors who have accumulated with a minimum of six hundred (600) hours of work and greater than four (4) years of service by the start of the 2026 Winter Term will be offered the opportunity to work in the subsequent academic session (i.e., September to April) for at least the**



same average number of hours per academic session the Writing Instructors have held over the prior 3 year period, provided such work is available to offer. In order to maintain hiring security commitments under this letter, Writing Instructors shall not decline an offer of available work for any one year rolling period from the conclusion of the last period of employment. This commitment only applies to the academic years during the term of this Collective Agreement.

- B)** May to August: The determination of the number of hours of work offered, if any, during the May to August period is at the discretion of the Employer. Hours of work are not guaranteed over the May to August session, and the severance provision does not apply to the May to August session. Where hours of work are available, they will be offered first to those eligible under article (a) this letter based on seniority, the past average number of hours worked in the summer, and operational requirements.
- C)** Prior to April 30 By no later than May 31, 2026 (and subsequent May 31<sup>st</sup> dates going forward) the Employer shall write to each Writing Instructor who is eligible under this letter article, to offer the opportunity to work. Within ten (10) working days of receipt of this notice, the Writing Instructor shall reply indicating their desire to accept the offer.
- D)** The Employer shall fill the available Writing Instructor positions from amongst the Writing Instructors who have indicated their intent to take up the offer to work prior to posting any positions under Article 15 (Appointments). The name(s) of qualifying and hired Writing Instructors shall be sent to the union.
- E)** The commitment in Article 15.16 does not apply if, in any previous academic year, the Writing Instructor has not performed satisfactorily. In the case of a decision to cancel the commitment pursuant to this Article, the affected individual may file a grievance.
- F)** If there is insufficient work, the Employer shall reduce the hours in reverse order of seniority (in other words, the most junior employee as measured by date of first employment at USMC) shall have their hours reduced first. Only if the most junior employee's hours are reduced to zero can the next-most junior employee's hours be reduced.

G) Nothing in this letter shall preclude the employer from exercising its rights under Article 15.08 in the collective agreement.

~~G) In the case of hours being reduced significantly, an employee entitled to an offer of work may opt for a complete layoff and may request severance under the Severance Article of the Collective Agreement.~~

Suzanne Ramnauth

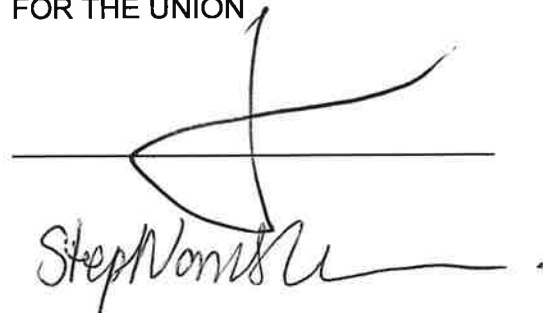
Director, Human Resources

University of St. Michael's College

FOR THE EMPLOYER

---

FOR THE UNION



Handwritten signature of Stephen Vonn over a horizontal line.

Agreed:

Signed this 24<sup>th</sup> 30 day of April 2025

**LETTER OF INTENT – ADDITIONAL QUALIFICATION COURSES, CONTINUING EDUCATION**

**DATE**

**President, Canadian Union of Public Employees, Local 3902**

**During the 2024-2026 round of collective bargaining, the University and the Union discussed the USMC Continuing Education Program including the University's desire to provide courses for Additional Qualification Courses that are accredited by the Ontario College of Teachers.**

**It is understood that the University will continue to offer Additional Qualification Courses on a without prejudice and precedent basis as established currently by the Continuing Education Division; nevertheless, the University and the Union agree to establish a Working Group composed of three (3) representatives designated by the University and three (3) representatives designated by the Union. The Working Group will meet to discuss, review, and define and make recommendations in respect of the following:**

- **The structure, content, and outcomes (rate of pay, hiring criteria, job descriptions) of a new job category for Continuing Education instructors for Additional Qualification Courses that are accredited by the Ontario College of Teachers.**

**The Working Group will be established and will start meeting within sixty (60) working days of ratification of the renewal collective agreement.**

**The Working Group will make recommendations to the Division Head of Continuing Education at USMC on a new Advancement Process and any other items listed above no later than December 31, 2025.**

**Recommendations from the Working Group will be considered by the Director, Human Resources of the USMC and those recommendations that are accepted will be implemented without undue delay. In particular, best efforts will be made to implement the recommendations that are accepted regarding the new job positions by no later than April 30, 2026.**

**Suzanne Ramnauth**  
**Director, Human Resources**  
**University of St. Michael's College**

FOR THE EMPLOYER

---

FOR THE UNION

---

*Suzanne Ramnauth*



Agreed:

Signed this 24 day of April 2025

**LETTER OF UNDERSTANDING: COURSE INSTRUCTOR III ADVANCEMENT**

**DATE**

**President, Canadian Union of Public Employees, Local 3902**

**During the 2024-2027 round of collective bargaining, the Employer and the Union discussed the feasibility of establishing an Advancement Process from Course Instructor II to Course Instructor III.**

**The Employer and the Union agree to establish a Working Group composed of three (3) representatives designated by the Employer and three (3) representatives designated by the Union. The Working Group will meet to discuss, review, and define and make recommendations in respect of the following:**

- **The structure, content, and outcomes (rate of pay, job security commitments) of a new Advancement Process from Course Instructor II to Course Instructor III.**

**The Working Group will be established and will start meeting within ninety (90) working days of ratification of the renewal collective agreement.**

**The Working Group will make recommendations to the Principal or their designate at USMC on a new Advancement Process and any other items listed above no later than June 30, 2026.**

**Recommendations from the Working Group will be considered by the designated authorities of USMC and those recommendations that are accepted will be implemented without undue delay. In particular, best efforts will be made to implement the**

recommendations that are accepted regarding the new Advancement Process by no later than September 30, 2026.

Suzanne Ramnauth

Director, Human Resources

University of St. Michael's College

FOR THE EMPLOYER

---

FOR THE UNION

A handwritten signature in black ink, appearing to be "Stephen", written over a horizontal line.

Stephen  
CUPE NATIONAL REPRESENTATIVE

Agreed:

Signed this 24<sup>th</sup> day of April 2025

**SCHEDULE X: EXTENDED PREGNANCY AND PARENTAL/ADOPTION LEAVE BENEFIT**

All bargaining unit employees will be eligible for extended pregnancy/parental/adoption leave benefits as described in this Letter. If an employee who has taken pregnancy or parental/adoption leave pursuant to Article 19:05 or 19:06 of the Collective Agreement reaches the end of their employment contract, including any employment in the immediately consecutive term as described in article 19:11 of the Collective Agreement, and has elected the pregnancy or parental/adoption benefits in Option A of Article 19:05 or 19:06 as the case may be, upon the end of their employment contract has not exhausted their entitlement to a maximum duration of four (4) paid months of pregnancy or parental/adoption leave as described in in Option A of Articles 19:05 and 19:06 as the case may be, the employee will be provided with a one-time only, lump sum benefit payment, in the amount of the employee's pay for the amount remaining in the 4-month benefit period, less required deductions.

For example, if an employee's employment contract ends following 3 months of paid pregnancy leave, they will receive a lump sum payment equivalent to 1 month's pay, less required deductions.

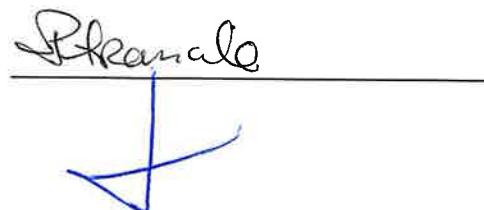
In no event will an employee who elects Option A of Article 19:05 or 19:06 receive continued monthly installment plus a lump sum payment in an amount that exceeds 4 months' pay for each eligible pregnancy or parental/adoption leave, less required deductions.

For clarity, the extended pregnancy and parental/adoption leave benefit is effective September 1, 2025.

FOR THE EMPLOYER

  
M. Salomon

FOR THE UNION

  
P. Kramale