



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

For the “COLLEGE RESIDENCE DONORS” Bargaining Unit

-BETWEEN-

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

-AND-

THE UNITED STEELWORKERS



Term of Agreement: January 1, 2022 to December 31, 2024

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of September 23, 2021.

- between -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter called “the University”)

- and -

THE UNITED STEELWORKERS
(hereinafter called “the Union”)

ARTICLE 1: PURPOSE OF AGREEMENT

- 1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.
- 1:02 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act of Ontario* and any other applicable legislation.

ARTICLE 2: RECOGNITION AND SCOPE

- 2:01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the Governing Council of the University of Toronto employed as Residence Dons, Lead Dons, and Head Dons in residences that are part of University College, New College, Innis College and Woodsworth College on the University’s St. George campus in the City of Toronto, save and except supervisors and persons above the rank of supervisor.
- 2:02 The University and the Union agree that Summer Dons are excluded from this bargaining unit and are included in the USW Casual bargaining unit.

ARTICLE 3: RELATIONSHIP

No Discrimination

3:01

- a) The University and the Union are committed to equal opportunity in employment for women, Indigenous Peoples, people with disabilities, and people who because of their race, colour, sexual orientation or gender identity and expression have been historically, and continue to be, disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

The University 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.

- b) The University and the Union agree to uphold the *Ontario Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it. The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the *Ontario Human Rights Code* provisions related to *bona fide* occupational qualification.

Sexual Violence and Sexual Harassment

3:02 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.

3:03 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and 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's 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's current 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 their 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 advance 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."

- 3:04 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 Representative at any stage of the process.
- 3:05 A report under the University's Policy on Sexual Violence and Sexual Harassment alleging sexual harassment may be filed at any time in accordance with the Policy on Sexual Harassment. For clarity, there is no time limit for filing a report under the Policy.

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days have elapsed from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

If an employee files a grievance under Article 3:05, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 9:01 shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 3:05 shall be sixty (60) working days.

- 3:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 3:07 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 complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 3:08 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 3:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of 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 University 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 University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

Racial Discrimination

- 3:10 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 3:01 may, if they choose, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

General Harassment

- 3:11 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

Workplace Harassment

- 3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and

standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory 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 current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

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

No Reprisal

3:13 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or a 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 3 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both 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 Two of the Grievance Procedure.

Labour/Management Committee

3:14 The University and the Union acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of four (4) representatives from the University and four (4) representatives selected by the Union, one (1) of which shall be the Local Union President. The Staff Representative of the Union may also attend such meetings. Meetings will be held once each semester and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

ARTICLE 4: MANAGEMENT RIGHTS

4:01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:

(a) Maintain order, discipline, and efficiency.

- (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

4:02 The University shall exercise its rights in the manner that is reasonable, in good faith and consistent with the terms of this Collective Agreement.

ARTICLE 5: NO STRIKE OR LOCKOUT

5:01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act* for the Province of Ontario.

ARTICLE 6: UNION SECURITY

6:01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

6:02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Lockbox #TX9083, Commerce Court Postal Station, Toronto, ON, MSL 1 K1 in such form as shall be directed by the Union to the University, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Toronto Area office.

6:03 The monthly remittance shall be accompanied by a statement listing:

- i. the name of each employee and the total amount of dues for the month; and
- ii. the names of the bargaining unit employees from whom no dues have been paid and the reasons why.

The monthly remittance will also include the Union's "Summary of Union Dues" form.

- 6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.
- 6:05 The University agrees to record total Union dues deductions paid by each employee on their T4 Income Tax Receipt.

Information to Employees

- 6:06 The Employer agrees to inform all new employees that a Union Agreement is in effect.
- 6:07 On the date of hire, the hiring College shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Senior Executive Director, Labour Relations (or designate) for information and approval as to its factual accuracy. If the Senior Executive Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the start of duties.
- 6:08 New members shall be allowed to meet with the Union for sixty (60) minutes within two months of the start date. The University will co-operate with the Union in arranging meetings with new employees.
- 6:09 The University shall, upon completion of the annual hiring process, provide the Union with a list of all new hires (with a compatible electronic copy), with pronouns (where available), along with their telephone number, work email address, job classification, date of hire, and campus mail address. A list will be provided by August 1st.

ARTICLE 7: UNION REPRESENTATION

- 7:01 The University acknowledges the right of the Union to appoint or otherwise select, from among the members of the bargaining unit, and a Unit President, and one (1) steward per College, including a Chief Steward, for the purpose of representing employees in the handling of grievances.

- 7:02 The Union shall notify the University, in writing, of the names of the Union Stewards, the Chief Steward, and Unit President and will promptly notify the University, in writing, of any changes thereto.
- 7:03 Union Stewards, the Chief Steward and the Unit President have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.
- 7:04 The University agrees that Stewards, the Chief Steward and the Unit President shall not suffer any loss of pay for time necessarily spent in the handling of grievances.
- 7:05 The University agrees to recognize and deal with a Union Grievance Committee made up of a Unit President or Chief Steward and a Steward for a committee of two (2).
- 7:06 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, they shall make every effort to have any such meeting during the employee's non-working hours.

ARTICLE 8: NEGOTIATING COMMITTEE

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than four (4) bargaining unit employees, one of which shall be the Unit President, along with the International Union Representatives and Local Union President.
- 8:02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8:03 Bargaining unit employees on the Negotiating Committee will suffer no loss of pay for time spent in negotiations with the University when they would otherwise have been at work. These hours spent in negotiations during which the bargaining unit employees would otherwise have been at work shall count as hours worked for the purposes of the Collective Agreement.
- 8:04 Up to four (4) members of the Negotiating Committee shall each be granted as preparation time two days off. All this preparation time off work shall be scheduled at a mutually agreeable time and not more than ninety (90) days prior to the expiry of the Collective Agreement.

ARTICLE 9: GRIEVANCE PROCEDURE

Informal Step

9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the Department Head or designate an opportunity to adjust a complaint before any grievance may be filed. This informal step must be initiated within thirty (30) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint. This step may also be satisfied by the Union raising the complaint with the Department Head or designate on behalf of the employee or group of employees, in which case the appropriate Human Resource Officer or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resource Officer. The parties will attempt to resolve the complaint within five (5) working days from the date it was brought to the attention of the Department Head or Designate or the Human Resources Officer. Failing a satisfactory settlement within the five (5) working day period, then within a further five (5) working days the complaint may be taken up as a grievance in the following manner:

At any step of the grievance procedure, the grievor may be present at the meeting(s) if requested by either party.

The University shall not be required to consider any grievance which was not filed within forty (40) working days after the grievor, became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

In the case of complaints related to unpaid (or improperly paid) wages, this informal step must be initiated within sixty (60) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint.

Step One

The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor, Department and Faculty, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. Within five (5) working days the Department Head or designate shall meet with the Union Grievance Committee (not to exceed two (2) in number) in an attempt to resolve the grievance. The Department Head or

designate shall, within a further five (5) working days, give their decision in writing to the Union.

Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the local Human Resource person, who shall forward a copy to the Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, or alternatively directly to Step Three within ten (10) working days after receiving the Step One decision in writing. The Principal, Dean, Division Head, Senior Executive Director, Labour Relations or designate, shall, within ten (10) working days, meet with the Union Grievance Committee (not to exceed two (2) in number) in a further attempt to resolve the grievance. The Department Head or designate shall, within a further ten (10) working days, give their decision in writing to the Union.

Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources person who shall forward a copy to the Vice-President, Human Resources and Equity or designate within five (5) working days after receiving the Step Two decision in writing. The Vice-President, Human Resources and Equity or designate shall, within seven (7) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) in number), the Local Union President, and a Staff Representative of the Union, or his/her designate, in a further attempt to resolve the grievance. The Vice-President, Human Resources and Equity or designate shall, within a further seven (7) working days, give their decision, in writing, to the Union.

- 9:02 At each step of the grievance process the University representative may have with him/her, at any grievance meeting, an equal number of University representatives to the number of Union Representatives.
- 9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within sixty (60) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9:04 When two or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University

beginning at Step One of the grievance procedure. When two or more employees with different Department heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.

9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.

9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

Further, any step of the grievance process may be waived by mutual agreement of the parties.

9:07 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

10:01 A claim by an employee that they have been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.

10:02 An employee who will be disciplined or discharged for cause, i.e. not terminated in accordance with the terms of the employee's contract or letter of employment, while at work, will be notified of their right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for their Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.

10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

ARTICLE 11: ARBITRATION / MEDIATION

11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.

11:02 Prior to submitting a grievance to arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.

11:03 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below or a Board of Arbitration as set out in Article 11:08 below:

Rob Herman
Louisa Davie
Kevin Burkett
Laura Trachuk

In the event that the next arbitrator in the rotation is not available within six (6) months of the date of referral to arbitration, the parties agree that the next arbitrator in the rotation will be contacted. In the event that none of the arbitrators on the panel are available within six (6) months, the parties will endeavour to agree on another arbitrator who is available within six (6) months of the date of referral to arbitration.

Notwithstanding the above, the parties may agree to one of the other arbitrators in the rotation or another arbitrator in circumstances where the parties agree that a grievance should be heard more expeditiously.

11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.

- 11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:08 An arbitrator shall have the right to extend the time limits under Section 48(16) of the Ontario Labour Relations Act.
- 11:09 The University agrees that the Steward and the grievor involved in the processing of the grievance shall not suffer any loss of pay during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

ARTICLE 12: STAFFING RELATED ISSUES

- 12:01 Employment as a Residence Don is conditional upon being designated as a full-time University of Toronto student in good standing. Employment is also conditional on the Residence Don primarily living in the residence accommodations within which the Residence Don is employed and having an ongoing in-person presence and in-person interaction with the residents on their floors/house. Failure to meet any one or more of these conditions during the term of the employee's employment contract will result in immediate termination of employment

Provided it does not conflict or interfere with their fulfilment of employment obligations as a Residence Don, an employee may accept other employment either within or outside the University.

Postings

- 12:02 All Residence Don vacancies that the University requires to be filled will be posted electronically for a period of at least seven (7) calendar days. In the event that a position becomes vacant unexpectedly, such position may be filled after posting for fewer than seven (7) calendar days, but not fewer than two (2) working days. In such cases, the Department will make best efforts to post for as long as is practicable.

An electronic copy of each job posting or the link to the posting itself shall be sent by electronic mail to the Union at time of posting.

Each job posting shall include the following:

- Job title
- Brief summary of the core duties
- Qualifications for the position
- Compensation
- Term of the employment contract
- Residence name
- Date of posting and expiration date

Candidates wishing to apply for a posted position must do so during the posting period and in accordance with the manner set out in the posting.

Hiring

12:03 When a Residence Don has satisfactorily completed a term of employment, they shall be given preference in hiring for the same position at the same college at the start of the next academic session, provided they continue to meet the conditions set out in Article 12:01 of this Collective Agreement. Satisfactory completion of a term of employment shall be assessed by the College where the Residence Don is employed and conveyed in writing to the employee as part of that College's performance review process for Residence Dons.

Preference in hiring shall be based on the number of academic sessions worked provided the employee is otherwise capable of performing the duties of the vacant position. Employees will be required to apply in accordance with Article 12:02 and accept an offer of employment in accordance with their offer letter. Preference in hiring shall cease and shall not be re-instituted once an employee has been employed for a maximum of three (3) academic sessions as a Residence Don.

The term "academic session" is defined as that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of final examinations (usually in April). For clarity, the term "academic session" does not reference or include the summer session (usually May to August).

12:04 In addition to the conditions set out in Article 12:01, the University shall select successful applicants for posted vacant positions by taking into consideration the applicants' availability for hours of work, skills, abilities, aptitudes, and qualifications for the particular posted vacant position.

For clarity, the University and the Union understand and agree that Residence Dons are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Furthermore, without limiting the

generality of the foregoing, Residence Dons are also students working to achieve their own academic goals.

As soon as practicable following the date of hire, Residence Dons will be provided with pertinent employment information, including how to access their personnel number, and the name of the relevant Human Resources representative.

ARTICLE 13: LEAVES OF ABSENCE

13:01 Unless explicitly stated otherwise, in this Article “year” shall mean a July to June year.

13:02 A Residence Don is entitled to take the paid and/or unpaid leaves of absence set out in the Employment Standards Act, 2000, subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements.

Union Leave

13:03 Employees who are elected as Union Stewards, Chief Steward or Unit President shall be granted a union leave of absence without pay by the University provided the leave will not unduly interfere with operations. 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 Senior Executive Director, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per employee.

Time spent on union leave of absence in accordance with this Article during which the bargaining unit employee would otherwise have been at work shall count as hours worked for the purposes of the Collective Agreement.

Relief for Union Service

13:04 Provided that it will not unduly interfere with operations, the University will allow an employee to assume an official position with the International Union or within the Local Union for up to one (1) year. The employee will be relieved of all scheduled shifts during the period of union service. A request for relief for union service will be made in writing by the Union as far in advance as possible, but in any event at least one (1) month prior to the commencement of the relief period. Relief for union service shall be limited to not more than two (2) employees from the bargaining unit at any time. The University will grant year to year extensions with at least one (1) months written notice prior to the end of the year.

The employee will not have any entitlement to a position in the bargaining unit at the end of the period of union service, however, the employee will be permitted to apply, as a returning Don, to positions in the bargaining unit in the subsequent academic session.

ARTICLE 14 – PAYMENT FOR INJURED EMPLOYEES

14:01 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

ARTICLE 15: BULLETIN BOARDS

15:01 The University will make available bulletin boards in each College, in areas accessible to employees in the workplace for the purpose of posting notices of Union meetings and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The University shall notify the Union of the location of all such bulletin boards and shall provide the Union with keys for any locked bulletin boards. It is understood and agreed that these bulletin boards may be the same as those made available under Article 16 of the USW Staff-Appointed Collective Agreement and may be utilized on a shared basis.

ARTICLE 16: UNION MEETINGS

16:01 Employees will be permitted to attend regularly scheduled General Membership Meetings provided it does not interfere with operations and the employee obtains permission to attend from their manager in advance of the meeting. Attendance at such meetings will be without pay.

ARTICLE 17: HEALTH AND SAFETY

17:01 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

17:02 The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University 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.

17:03 Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.

17:04 The University 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 & Safety Act of Ontario* where there is an immediate danger to their health and safety or health and safety of others.

17:05 Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.

17:06 The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

Pregnancy

17:07 In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. The employee will have the right to have a Union Representative in attendance during the assessment. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation where appropriate.

Whistleblower Protection

17:08 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the *Occupational Health and Safety Act of Ontario*. In response, the supervisor has a responsibility to ensure the appropriate investigation reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

All provisions within the *Occupational Health and Safety Act of Ontario* must first be exhausted.

No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

Accommodation / Return to Work

17:09 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the *Ontario Human Rights Code*.

- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with one (1) of the three (3) members of the Union Accommodation Committee as determined under Article 20:06(a) of the USW Staff-Appointed Collective Agreement. This representative may deal with accommodation issues involving those employed under this Collective Agreement.
- (b) Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member of the Accommodation Committee to represent the employee. The University may also request that the Union appoint a member of the Accommodation Committee to participate in discussions regarding a particular case before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to representation.
- (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.
- (d) The member of the Accommodation Committee will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.
- (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.

ARTICLE 18: WAGES, BENEFITS AND DEDUCTIONS

- 18:01 Wages will be paid in recurring equal monthly instalments over the period of employment of the Residence Don equal to seventy-five per cent (75%) of the fee for a standard single room and one hundred per cent (100%) of the fee for the highest level meal plan, if any, in the residence where the Residence Don is employed, as established solely and absolutely by the College, less applicable deductions. This amount will be pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:02 When no meal plan is available and/or no meals are provided to a Residence Don, the recurring monthly wage instalment set out in Article 18.01 will be increased by \$450.00, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:03 For the month of August, a payment of \$500.00, less applicable deductions, shall be made in addition to the recurring payments set out in Article 18.01 and, if applicable, Article 18.02
- 18:04 Residence Dons shall, as a condition of employment, consent to a deduction from their monthly wage instalments set out in Article 18.01 for a room and a meal plan, if any. Such deduction shall not exceed the amount of the gross monthly wages provided for in Article 18:01.
- 18:05 Failure to consent to the condition set out in Article 18:04 shall result in the automatic rescission of any offer of employment or administrative termination of employment, and the parties agree that such rescission or administrative termination shall not be subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this termination
- 18:06 To the extent that the deductions referred to in Article 18:04 exceed the net wages paid to a Residence Don, the balance will be paid to the University by the Residence Don by no later than June 15 of the academic year in which the balance was accrued. The Residence Don will be provided with a statement of account by May 15 of the academic year in which the balance was accrued.
- 18:07 Failure to pay any outstanding balance by June 15 of the academic year in which the balance was accrued will result in a Residence Don being ineligible for preferential hiring pursuant to Article 12 and any offer of employment or employment subject to this Collective Agreement which has already been provided to the Residence Don shall be rendered null and void. The parties agree that such nullification and voiding shall not be the subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this consequence.
- 18:08 During the University's winter holiday closure period, the wages set out in Article 18:01 will not apply. Instead, a Residence Don will be entitled to a payment of \$100.00, less applicable deductions, per day of work scheduled by the College

during this period, save and except for Christmas Day, Boxing Day, and New Years Day. A Residence Don will be entitled to a payment of \$150.00, less applicable deductions, if they are scheduled to work by the College on Christmas Day, Boxing Day or New Years Day.

For clarity, "day" in this sub-article is defined as a 24-hour period. If any time is scheduled during Christmas Day, Boxing Day, or New Years Day, the higher daily rate of \$150.00 will apply to the entire day of scheduled work, even if most of the scheduled hours are not on Christmas Day, Boxing Day, or New Years Day.

For further clarity, the deduction provided for in sub-article 18:04 will not apply to wages paid under this sub-article.

- 18:09 Lead Dons/Head Done will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by \$187.50, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:10 Dons responsible for Living Learning Communities will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by \$62.50, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:11 The University and the Union agree that all of the payments contained in Article 18, including, but not limited to, the payments set out in sub-articles 18:01, 18:02, 18:03, 18:08, 18:09, and 18:10 are inclusive of the vacation pay and public holiday pay, if any such public holiday pay is required, in accordance with the *Employment Standards Act, 2000*.
- 18:12 During their period of employment in the bargaining unit, Residence Dons shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

ARTICLE 19: HOURS OF WORK

- 19:01 The College will present the Residence Dons with a schedule of their training sessions, mandatory attendance days or events, programming requirements, house meetings, and rounds and any accompanying timelines or deadlines, from time-to-time as those schedules are developed. The parties agree that often a majority of duties and responsibilities of a Residence Don are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Residence Dons are expected to promptly and appropriately address any and all such circumstances, while maintaining an in-person presence in residence as set out in Article 12:01.

- 19:02 A Residence Don shall not be scheduled for training, meetings, or rounds in excess of 44 hours per week, save and except for their on-call availability, which shall not be longer than 12 consecutive hours per period of availability, unless mutually agreed. The hour limit for on-call availability will not apply during the winter closure period.
- 19:03 Each College will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.
- 19:04 During a period of on-call availability, a Residence Don will remain at the residence and maintain access to an on-call phone and bag. However, unless a Residence Don is actively engaged in responding to circumstances that arise during a Residence Don's on-call availability, the Residence Don is entitled to sleep, eat and otherwise engage in their own private affairs or pursuits, and such time shall not be counted toward their hours of work.
- 19:05 Residence Dons may request, no less than 72 hours prior to the commencement of the on-call period, approval from the College to exchange scheduled on-call availability.
- 19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:
- a) a Residence Don's observance of a religious holiday; or
 - b) a Residence Don's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.
- 19:07 In the event a Residence Don anticipates being away from the residence for two or more consecutive nights, or three individual nights in a seven day period, notice shall be given to the College as early as possible, and in no event less than 48 hours from the commencement of the absence. Failure to maintain a sufficient presence at the Residence may result in a Residence Don not satisfying the conditions of their employment set out at Article 12:01

ARTICLE 20: GENERAL

- 20:01 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.

- 20:02 The parties agree to finalize the Collective Agreement within six (6) months of the date of its ratification. Printing and distribution of this Agreement will be the University's responsibility. The Employer will also supply the Union with one hundred (100) copies of the Agreement. In the interest of environmental conservation, the Collective Agreement will be posted on the University's People Strategy, Equity and Culture website and the USW Local 1998 website and the link to said website will be provided to all employees in the bargaining unit.
- 20:03 The University will provide the Union, on a monthly basis (with a compatible electronic copy) a list that includes: employee name, pronouns where available, gross pay in the pay period, e-mail address where available, and latest campus mail address. Employees will be provided with an email address and it will be included in this list.
- 20:04 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Senior Executive Director, Labour Relations or designate, University of Toronto, 215 Huron Street, 8th floor, Toronto, Ontario, M5S 1A2, and the Staff Representative or designate, United Steelworkers, 23 Cecil Street, Toronto, Ontario, M5T 1N1.

ARTICLE 21: TERMINATION

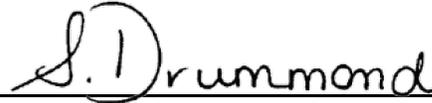
- 21:01 This Agreement shall be effective from January 1, 2022 or the date of ratification by both parties, whichever is later, and shall continue in effect up to and including December 31, 2024, and shall continue automatically thereafter for annual period of one (1) year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.
- 21:02 If notice of intention to amend the Agreement is given by either party pursuant to the provisions of Article 29:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on September 23, 2021.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:



Vice-President, People Strategy, Equity & Culture



Secretary of Governing Council

AND

UNITED STEELWORKERS



Mary Lou Scott



Colleen Burke

LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, and the Sexual Violence Prevention and Support Centre.

Yours truly,

A handwritten signature in black ink, appearing to read "Alex Brat", written in a cursive style.

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: IMPACTS ON OSAP ELIGIBILITY

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

The University and the Union agree to form a sub-committee of the Labour Management Committee and meet within sixty (60) days of ratification to jointly investigate the impact of Article 18 of the Collective Agreement on the OSAP eligibility of Residence Dons. In the event the current Article 18 has the impact of disentiitling Residence Dons to OSAP, or substantially decreasing their entitlement, the University and Union will make reasonable efforts to mitigate such impacts. The University and the Union agree that changes to the quantum of wages set out in Article 18 will not be the subject of discussion.

Yours truly,

A handwritten signature in black ink, appearing to read "Alex Brat".

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING: EMPLOYMENT IN A RECREATIONAL PROGRAM

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

Residence life is much more than a place to live, and Residence Dons, Lead Dons, and Head Dons are fundamental in providing a rich co-curricular experience. Residence Dons, Lead Dons, and Head Dons provide a host a recreational programming meant to enhance the experience of students living in residence, including providing peer support and mentorship, athletic activities, themed parties, excursions, arts and crafts, and community building events.

The University and the Union agree that Residence Dons, Lead Dons, and Head Dons are students employed in a recreational program operated by the Governing Council of the University of Toronto, which is a charitable organization registered under Part I of the *Income Tax Act* (Canada), and that the duties or work performed by Residence Dons, Lead Dons, and Head Dons are directly connected with the recreational program. On this basis, it is the mutual understanding and intention of the University and the Union, notwithstanding anything in the Collective Agreement, that Residence Dons, Lead Dons, and Head Dons are exempt from the standards established as Parts VII.1 (three hour rule), VIII (overtime pay), IX (minimum wage), X (public holidays) of the *Employment Standards Act, 2000*, as amended from time-to-time.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: EXPENSE REIMBURSEMENT

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

Within sixty (60) days of the ratification of this Collective Agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss how to mitigate any delays in the reimbursement of expenses personally incurred by Residence Dons in the performance of their employment duties and responsibilities.

Yours truly,

A handwritten signature in black ink, appearing to read "Alex Brat", written in a cursive style.

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF UNDERSTANDING: BILL 124 – MODERATION PERIOD

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

Bill 124, the *Protecting a Sustainable Public Sector for Future Generations Act 2019*, constrains compensation increases to a total of one per cent (1%) in each 12-month period during the three year moderation period. Therefore, the University and the Union agree that the payments in Articles 18:01, 18:02, 18:03, 18:08, 18:09 and 18:10 will increase by one per cent (1%) only at the commencement of each of the second and third year of this Collective Agreement, notwithstanding the formula for calculating wages in Article 18:01.

Yours truly,



Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: EDIA TRAINING

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

The University acknowledges the importance of equity, diversity, inclusion, and accessibility (EDIA) training, and will continue to offer this type of training to Residence Dons during the term of this Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read "Alex Brat".

Alex Brat
Senior Executive Director, Labour Relations

LETTER OF INTENT: RESIDENCE DON MEETING SPACE

September 23, 2021

Mary Lou Scott
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Scott,

Residence Dons will not be required to meet with residents in the Residence Don's bedroom where the Residence Don has another room or where the College has identified a suitable alternative meeting location.

Yours truly,

A handwritten signature in black ink, appearing to read "Alex Brat". The signature is fluid and cursive, written over a light grey horizontal line.

Alex Brat
Senior Executive Director, Labour Relations

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