MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
(hereinafter referred to as "the University")

-and-

THE UNITED STEELWORKERS, LOCAL 1998:

- "Chelsea Hotel Temporary Student Residence – Residence Dons" Bargaining Unit
- "Chestnut Residence and Conference Centre – Residence Dons" Bargaining Unit
- "Graduate House Residence – Residence Advisors" Bargaining Unit
- "University Family Housing – Residence Advisors" Bargaining Unit

(hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A FIRST COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a first collective agreement on the terms and conditions set out herein.

2. The term of the renewal collective agreement shall be from DATE OF RATIFICATION to December 31, 2024, save and except for Article 18: Wages, Benefits, and Deductions which shall become effective on August 1, 2023.

3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereeto.

4. The provisions of the collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties.

5. All attached items numbered 1 to 67 are incorporated.

FOR THE UNIVERSITY

FOR THE UNION

DATED AT TORONTO THIS 30th DAY OF MAY 2023
**NOT TO BE PUBLISHED IN THE APPENDICES**

All of the following provisions of the Collective Agreement between the United Steelworkers and the Governing Council of the University of Toronto for the "College Residence Dons" bargaining unit apply to the Lead/Head Dons/Advisors and Residence Dons/Advisors employed at University Family Housing, Graduate House, Chelsea Residence, and Chestnut Residence:

- Article 1: Purpose of Agreement
- Article 3: Relationship (except for Article 3:14, which will apply as amended)
- Article 4: Management Rights
- Article 5: No Strike or Lockout
- Article 6: Union Security
- Article 9: Grievance Procedure
- Article 10: Discharge and Disciplinary Action
- Article 11: Arbitration/Mediation
- Article 13: Leaves of Absence
- Article 14: Payment for Injured Employees
- Article 16: Union Meetings
- Article 17: Health & Safety
- Article 20: General
- Letter of Understanding: Domestic Violence
- Letter of Understanding: Employment in a Recreational Program
- Letter of Intent: Expense Reimbursement
- Letter of Intent: EDIA Training
- Letter of Intent: Residence Don Meeting Space

For the University

Lai-Anne Hill

For the Union

signature

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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

UofT & USW Local 1998
**NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Dons employed at the Chelsea Hotel Temporary Student Residence, except as specifically set out herein.**

APPENDIX A: CHELSEA HOTEL TEMPORARY STUDENT RESIDENCE – RESIDENCE DONS

COLLECTIVE AGREEMENT

For the “Chelsea Hotel Temporary Student Residence – Residence Dons” Bargaining Unit (“Chelsea Residence”)

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS LOCAL 1998

Term of Agreement: DATE to December 31, 2024

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of DATE.

All of the provisions of the collective agreement as amended herein apply to the Residence Dons employed at the Chelsea Hotel Temporary Student Residence except for the following articles and letters:

Article 2:02
Letter of Intent: Impacts on OSAP Eligibility
Letter of Understanding: Bill 124 – Moderation Period

The following articles and letters of the collective agreement apply to the Residence Dons employed at the Chelsea Hotel Temporary Student Residence as amended and attached herein:

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.
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 including Lead Residence Dons, at the Chelsea Hotel Temporary Student Residence, 33 Gerrard Street West, in the City of Toronto, save and except supervisors and persons above the rank of supervisor.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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) six (6) representatives from the University and four (4) six (6) 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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

UofT & USW Local 1998 – Chelsea Residence Dons
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, and two (2) one (1) stewards to be selected from each of University Family Housing, Chestnut Residence and Conference Centre, Chelsea Hotel Temporary Student Residence, and Graduate House Residence, including a Chief Steward, for a total of six (6) up to eight (8) stewards, for the purpose of representing employees in the handling of grievances.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
ARTICLE 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than four (4) six (6) 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) six (6) 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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 Chelsea Hotel Temporary Student Residence 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 Chelsea Hotel Temporary Student Residence where the Residence Don is employed and conveyed in writing to the employee as part of that College's Chelsea Hotel Temporary Student Residence'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.

**Residence Dons shall not participate on Residence Council.**

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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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

UofT & USW Local 1998 – Chelsea Residence Dons
ARTICLE 15: BULLETIN BOARDS

15:01 The University will make available bulletin boards in each College or Residence, 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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 Chelsea Residence where the Residence Don is employed, as established solely and absolutely by the College Chelsea Residence, less applicable deductions. This amount will be prorated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.

18:02 When As 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 $362.50, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.

18:03 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.
Chelsea Residence 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 Chelsea Residence 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 Dons will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by $187.50, less applicable deductions, prorated 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, prorated 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).

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
ARTICLE 19: HOURS OF WORK

19:01 The College Chelsea Hotel Temporary Student Residence 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 42 twenty-four (24) 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 Chelsea Hotel Temporary Student Residence 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 be available to be on site within twenty (20) minutes following initial contact 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 Chelsea Hotel Temporary Student Residence 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 Chelsea Hotel Temporary Student Residence 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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 20:04 21:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
LETTER OF INTENT: CHANGE IN RESIDENCE DON/ADVISOR STATUS

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Burke,

During this round of bargaining, the University and the Union discussed the unique situation of Residence Dons/Advisors who have interrelated statuses as employees, students and residents who work, study and live in residence communities.

In situations where a Residence Don/Advisor ceases to be employed as a Residence Don/Advisor before the end of their term of employment, the University will facilitate access to housing resources, as well as the applicable support services offered by the University. The Union’s input will be considered in good faith by the University.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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UofT & USW Local 1996 – Chelsea Residence Dons
LETTER OF INTENT: CPR and FIRST AID TRAINING

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Burke,

The University will provide courses required to maintain CPR and first aid certification for any Residence Don/Advisor who works in a position that requires certification in first aid and/or CPR and whose certification lapses during the course of a term of employment.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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

- Change all references from "College(s)" to "Residence"
- Include the following header at the top of each page of the Appendix:

**NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Dons employed at the Chelsea Hotel Temporary Student Residence, except as specifically set out herein.**

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
**NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Dons employed at the Chestnut Residence and Conference Centre, except as specifically set out herein.**

APPENDIX B: CHESTNUT RESIDENCE AND CONFERENCE CENTRE – RESIDENCE DONS COLLECTIVE AGREEMENT

For the “Chestnut Residence and Conference Centre – Residence Dons” Bargaining Unit ("Chestnut Residence")

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS LOCAL 1998

Term of Agreement: DATE to December 31, 2024

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of DATE.

All of the provisions of the collective agreement as amended herein apply to the Residence Dons employed at the Chestnut Residence and Conference Centre except for the following articles and letters:

Article 2:02
Letter of Intent: Impacts on OSAP Eligibility
Letter of Understanding: Bill 124 – Moderation Period

The following articles and letters of the collective agreement apply to the Residence Dons employed at the Chestnut Residence and Conference Centre as amended and attached herein:

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

UofT & USW Local 1998 – Chestnut Residence Dons
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 and Lead Dons at the Chestnut Residence and Conference Centre at 89 Chestnut Street in the City of Toronto, save and except supervisors and persons above the rank of supervisor.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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

UoFT & USW Local 1998 – Chestnut Residence Dons
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) six (6) representatives from the University and four (4) six (6) 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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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, and two (2) one (1) stewards to be selected from each of University Family Housing, Chestnut Residence and Conference Centre, Chelsea Hotel Temporary Student Residence, and Graduate House Residence, including a Chief Steward, for a total of six (6) up to eight (8) stewards, for the purpose of representing employees in the handling of grievances.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
ARTICLE 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than **four (4) six (6)** 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) six (6)** 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.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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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:
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- 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 Chestnut Residence and Conference Centre 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 Chestnut Residence and Conference Centre where the Residence Don is employed and conveyed in writing to the employee as part of that College’s Chestnut Residence and Conference Centre’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.

**Residence Dons shall not participate on Residence Council.**

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.

**For the University**

![Signature]

**For the Union**

![Signature]

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ARTICLE 15: BULLETIN BOARDS

15:01 The University will make available bulletin boards in each College or Residence, 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.

For the University

[Signature]

For the Union

[Signature]

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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 Chestnut Residence, as established solely and absolutely by the College Chestnut Residence, 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.
**Chestnut Residence** 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 Chestnut Residence** 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 Dons 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).

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 19: HOURS OF WORK

19:01 The College Chestnut Residence and Conference Centre 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 twenty-four (24) 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 Chestnut Residence and Conference Centre 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 be available to be on site within twenty (20) minutes following initial contact 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 Chestnut Residence and Conference Centre 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 Chestnut Residence and Conference Centre 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.

For the University

Lori-Anne Hill

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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 21:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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LETTER OF INTENT: CHANGE IN RESIDENCE DON/ADVISOR STATUS

DATE

Colleen Burke  
Staff Representative  
United Steelworkers  
25 Cecil Street  
Toronto, Ontario  
M5T 1N1

Dear Ms. Burke,

During this round of bargaining, the University and the Union discussed the unique situation of Residence Dons/Advisors who have interrelated statuses as employees, students and residents who work, study and live in residence communities.

In situations where a Residence Don/Advisor ceases to be employed as a Residence Don/Advisor before the end of their term of employment, the University will facilitate access to housing resources, as well as the applicable support services offered by the University. The Union’s input will be considered in good faith by the University.

Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University  
[Signature]

For the Union  
[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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UofT & USW Local 1998 – Chestnut Residence Dons
LETTER OF INTENT: CPR and FIRST AID TRAINING

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Burke,

The University will provide courses required to maintain CPR and first aid certification for any Residence Don/Advisor who works in a position that requires certification in first aid and/or CPR and whose certification lapses during the course of a term of employment.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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Housekeeping Items

- Change all references from “College(s)” to “Residence”
- Include the following header at the top of each page of the Appendix:

  **NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Dons employed at the Chestnut Residence and Conference Centre, except as specifically set out herein.**

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For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University’s position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
**NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Advisors employed at the Graduate House Residence, except as specifically set out herein.**

APPENDIX C: GRADUATE HOUSE RESIDENCE – RESIDENCE ADVISORS

COLLECTIVE AGREEMENT

For the “Graduate House Residence – Residence Advisors” Bargaining Unit (“Graduate House”)

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS LOCAL 1998

Term of Agreement: DATE to December 31, 2024

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of DATE.

All of the provisions of the collective agreement as amended herein apply to the Residence Advisors employed at the Graduate House Residence except for the following articles and letters:

Article 2:02
Letter of Intent: Impacts on OSAP Eligibility
Letter of Understanding: Bill 124 – Moderation Period

The following articles and letters of the collective agreement apply to the Residence Advisors employed at the Graduate House Residence as amended and attached herein:

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

UoT & USW Local 1998 – Graduate House Residence Advisors
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 Head Residence Advisors and Residence Advisors at Graduate House Residence at 60 Harbord Street in the City of Toronto, save and except supervisors and persons above the rank of supervisor.

For the University

[Signature]

For the Union

[Signature]

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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) six (6) representatives from the University and four (4) six (6) 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.

For the University

[Signature]

For the Union

[Signature]

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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, and two (2) one (1) stewards to be selected from each of University Family Housing, Chestnut Residence and Conference Centre, Chelsea Hotel Temporary Student Residence, and Graduate House Residence, including a Chief Steward, for a total of six (6) up to eight (8) stewards, for the purpose of representing employees in the handling of grievances.

For the University
Lori-Anne Hill
McFadden

For the Union

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ARTICLE 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than four (4) six (6) 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) six (6) 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.

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 12: STAFFING RELATED ISSUES

12:01 Employment as a Residence Don Advisor is conditional upon being designated as a full-time University of Toronto student in good standing. Employment is also conditional on the Residence Don Advisor primarily living in the residence accommodations within which the Residence Don Advisor 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 Advisor, an employee may accept other employment either within or outside the University.

Postings

12:02 All Residence Don Advisor 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 Advisor has satisfactorily completed a term of employment, they shall be given preference in hiring for the same position at the same college Graduate House Residence at the start of the next academic session year, 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 Graduate House Residence where the Residence Don Advisor is employed and conveyed in writing to the employee as part of that College’s Graduate House Residence’s performance review process for Residence Dons Advisors.

Preference in hiring shall be based on the number of academic sessions years 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 years as a Residence Don Advisor.

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 Advisors 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 Advisors are also students working to achieve their own academic goals.

Residence Advisors shall not participate on Graduate House Council.

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

For the University

Lori Anne Hill

For the Union

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For the University

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18:01 Wages will be paid in recurring equal monthly instalments over the period of employment of the Residence Don Advisor 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 Graduate House where the Residence Don is employed, as established solely and absolutely by the College Graduate House, 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 Advisor, the recurring monthly wage instalment set out in Article 18.01 will be increased by $450.00 $362.50, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.

18:03 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 Advisors 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 recision of any offer of employment or administrative termination of employment, and the parties agree that such recission 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.

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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 Advisor 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 Advisor 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 Advisor will be entitled to a
payment of $100.00, less applicable deductions, per day of work scheduled by the College Graduate House during this period, save and except for Christmas Day, Boxing Day, and New Years Day. A Residence Don Advisor will be entitled to a payment of $125.00, less applicable deductions, if they are scheduled to work by Graduate House on a day with approved programming. A Residence Don Advisor will be entitled to a payment of $150.00, less applicable deductions, if they are scheduled to work by the College Graduate House 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 Residence Advisors 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.

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18:12 During their period of employment in the bargaining unit, Residence Dons Advisors shall be entitled to participate in the University’s Employee and Family Assistance Program (EFAP).

For the University

For the Union

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UofT & USW Local 1998 – Graduate House Residence Advisors
ARTICLE 19: HOURS OF WORK

19:01 The College Graduate House Residence will present the Residence Dons Advisors 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 Advisor are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Residence Dons Advisors 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 Advisor 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 42 twenty-four (24) 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 Graduate House Residence 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 Advisor will be available to be on site within twenty (20) minutes following initial contact remain at the residence and maintain access to an on-call phone and bag. However, unless a Residence Don Advisor is actively engaged in responding to circumstances that arise during a Residence Don's Advisor's on-call availability, the Residence Don Advisor 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 Advisors may request, no less than 72 hours prior to the commencement of the on-call period, approval from the College Graduate House Residence 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 Advisor’s observance of a religious holiday; or
   b) a Residence Don’s Advisor’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 Advisor anticipates being away from the residence for two three (3) or more consecutive nights, or three individual nights in a seven day period, notice shall be given to the College Graduate House Residence 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 Advisor not satisfying the conditions of their employment set out at Article 12:01.

For the University

Lori-Anne Hill

For the Union


Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.
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 21:01, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University

[Signature]

For the Union

[Signature]

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LETTER OF INTENT: CHANGE IN RESIDENCE DON/ADVISOR STATUS

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Burke,

During this round of bargaining, the University and the Union discussed the unique situation of Residence Dons/Advisors who have interrelated statuses as employees, students and residents who work, study and live in residence communities.

In situations where a Residence Don/Advisor ceases to be employed as a Residence Don/Advisor before the end of their term of employment, the University will facilitate access to housing resources, as well as the applicable support services offered by the University. The Union's input will be considered in good faith by the University.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

For the Union

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UofT & USW Local 1998 – Graduate House Residence Advisors
LETTER OF INTENT: CPR and FIRST AID TRAINING

DATE

Colleen Burke
Staff Representative
United Steelworkers
25 Cecil Street
Toronto, Ontario
M5T 1N1

Dear Ms. Burke,

The University will provide courses required to maintain CPR and first aid certification for any Residence Don/Advisor who works in a position that requires certification in first aid and/or CPR and whose certification lapses during the course of a term of employment.

Yours truly,

Alex Brat
Senior Executive Director, Labour Relations

For the University

Lou-Anne Kel

For the Union

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Housekeeping Items

- Change all references from “College(s)” to “Residence”
- Change all references from “Residence Don(s)” to “Residence Advisor(s)”
- Include the following header at the top of each page of the Appendix:

  "NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Advisors employed at the Graduate House Residence, except as specifically set out herein.""

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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**NOTE - All of the provisions of the College Residence Dons collective agreement apply to the Residence Advisors employed at University Family Housing, except as specifically set out herein.**

APPENDIX D: UNIVERSITY FAMILY HOUSING – RESIDENCE ADVISORS

COLLECTIVE AGREEMENT

For the “University Family Housing – Residence Advisors” Bargaining Unit (“UFH”)

- BETWEEN -

The Governing Council of the University of Toronto

- AND -

THE UNITED STEELWORKERS LOCAL 1998

Term of Agreement: DATE to December 31, 2024

COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of DATE.

All of the provisions of the collective agreement as amended herein apply to the Residence Advisors employed at University Family Housing except for the following articles and letters:

Article 2.02
Letter of Intent: Impacts on OSAP Eligibility
Letter of Understanding: Bill 124 – Moderation Period

The following articles and letters of the collective agreement apply to the Residence Advisors employed at University Family Housing as amended and attached herein:

For the University

[Signature]

For the Union

[Signature]

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

UofT & USW Local 1998 – University Family Housing Residence Advisors
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 Advisors, including Head Residence Advisors, at University Family Housing at 30 Charles Street West and 35 Charles Street West, in the City of Toronto, save and except supervisors and persons above the rank of supervisor.

For the University

For the Union

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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) six (6)** representatives from the University and **four (4) six (6)** 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.

For the University

[Signature]

For the Union

[Signature]

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UofT & USW Local 1998 – University Family Housing Residence Advisors
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, and two (2) one (1) stewards to be selected from each of University Family Housing, Chestnut Residence and Conference Centre, Chelsea Hotel Temporary Student Residence, and Graduate House Residence, including a Chief Steward, for a total of six (6) up to eight (8) stewards, for the purpose of representing employees in the handling of grievances.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

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ARTICLE 8: NEGOTIATING COMMITTEE

8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than **four (4) six (6)** 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) six (6)** 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.

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 12: STAFFING RELATED ISSUES

12:01 Employment as a Residence Don Advisor is conditional upon being designated as a full-time University of Toronto student in good standing, residing at University Family Housing, and having resided at University Family Housing for a minimum of twelve (12) months prior to starting employment as a Residence Advisor. Employment is also conditional on the Residence Don Advisor primarily living in the residence accommodations within which the Residence Don Advisor is employed and having an ongoing in-person presence and in-person interaction with the residents on their floors/house at University Family Housing. 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. Termination of employment status as a Residence Advisor, in and of itself, shall have no bearing on eligibility for tenancy at University Family Housing.

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

Postings

12:02 All Residence Don Advisor 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 Advisor has satisfactorily completed a term of employment, they shall be given preference in hiring for the same position at the same college University Family Housing at the start of the next academic session year, 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 Residence University Family Housing where the Residence Don is employed and conveyed in
writing to the employee as part of the College’s University Family Housing’s performance review process for Residence Dons Advisors.

Preference in hiring shall be based on the number of academic sessions years 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 years as a Residence Don Advisor.

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.

Residence Advisors shall not participate on the Tenants Association Executive.

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

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 15: BULLETIN BOARDS

15:01 The University will make available bulletin boards in each College or Residence, 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.

For the University

For the Union

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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.

For each twelve (12) month period of employment, a Residence Advisor will receive a monthly stipend equivalent to an annual salary of $40,000.00 $10,300.00, less applicable deductions.

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.

During the winter holiday closure period, Residence Advisors scheduled to work by University Family Housing will be entitled to an equivalent amount of time off in lieu to be taken during the contract period subject to approval by University Family Housing. Notwithstanding the foregoing, Residence Advisors scheduled to work by University Family Housing on Christmas Day, Boxing Day or New Years Day will be entitled to an equivalent amount of time and one half off in lieu to be taken during the contract period subject to approval by University Family Housing.

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.

In recognition of ongoing annual training for Residence Advisors at University Family Housing, an annual payment of $500.00, less applicable deductions, shall be made by October 31 of the contract period.

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 to a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this termination.
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.

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.

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 Year’s 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 Year’s 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 Year’s 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 Year’s Day.

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

Lead Dons/Head Dons 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.

Dons responsible for Living Learning Communities will be entitled to an increase in the recurring monthly wage installment set out in Article 18:04 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.

The University and the Union agree that all of the payments contained in Articles 18:01 and 18:03, 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.
During their period of employment in the bargaining unit, Residence Directors shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

For the University

[Signature]

For the Union

[Signature]

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ARTICLE 19: HOURS OF WORK

19:01 The College University Family Housing will present the Residence Don Advisors 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 Advisor are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Residence Don Advisors 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 Advisor 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 42 twenty-four (24) 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 University Family Housing 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 Advisor will remain be available to be on site within twenty (20) minutes following initial contact remain at the residence and maintain access to an on-call phone and bag. However, unless a Residence Don Advisor is actively engaged in responding to circumstances that arise during a Residence Don's Advisor's on-call availability, the Residence Don Advisor 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 Don Advisors may request, no less than 72 hours prior to the commencement of the on-call period, approval from the College University Family Housing 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 Advisor's observance of a religious holiday; or
b) a Residence **Den's Advisor'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 **Den Advisor** anticipates being away from the residence for **greater than five (5) two or more** consecutive nights, or **three individual nights in a seven-day period**, notice of **no less than ten (10) business days** shall be given to the **College University Family Housing** 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 **Den Advisor** not satisfying the conditions of their employment set out at Article 12.01.

For the University

[Signature]

For the Union

[Signature]

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For the University

For the Union

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In situations where a Residence Don/Advisor ceases to be employed as a Residence Don/Advisor before the end of their term of employment, the University will facilitate access to housing resources, as well as the applicable support services offered by the University. The Union's input will be considered in good faith by the University.

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UofT & USW Local 1998 – University Family Housing Residence Advisors
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For the University

For the Union

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- Change all references from "Residence Don(s)" to "Residence Advisor(s)"
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For the University

[Signature]

For the Union

[Signature]

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