



Historic First Contract for Residence Dons

RATIFICATION PACKAGE

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Historic first



CONTRACT for Residence Dons

at Innis, New, Woodsworth and University Colleges

Bargaining Committee members:

L-R Back row: Khaleel Grant, Benjamin Swadron

L-R Front row: Mary Lou Scott (USW Staff Representative), Sterlin Vaillancourt,
Colleen Burke (USW Local 1998 President). Absent: Stephanie Kroone

In October 2019, Dons at Innis, New College, University College, and Woodsworth came together to assert their collective rights in the workplace and organize to join the United Steelworkers (USW) Local 1998. In March 2020, Dons across the Colleges voted overwhelmingly in favor of unionizing and successfully joined USW.

We are excited to announce that on September 23 at 4:30 AM, after over a year of consultation with Dons, preparation of proposals, negotiations with the University and a final 19.5 hour day of meetings, the USW 1998 Residence Dons Bargaining Committee negotiated a tentative agreement for a historic first contract with the University of Toronto.

We are excited to announce that on September 23 at 4:30 AM, after over a year of consultation with Dons, preparation of proposals, negotiations with the University and a final 19.5 hour day of meetings, the USW 1998 Residence Dons Bargaining Committee negotiated a tentative agreement for a historic first contract with the University of Toronto.

Please read on for the overview of the tentative agreement, followed by the full text. We unanimously recommend ratification of the tentative agreement.

In solidarity,

Khaleel Grant, Ben Swadron

Sterlin Vaillancourt

Your USW Local 1998 Bargaining Committee

Dons across the Colleges voted overwhelmingly in favor of unionizing!

Message

PRESIDENT'S

As President of Local 1998, it has been my pleasure to get to know the Residence Dons over the past year and half and to learn.

I've learned so much about your work and the challenges you face - health and safety issues, arbitrary rules from managers and the very serious issue of mental health on campus. You are an amazing, hard-working group of workers committed to serving the residence community.

I would like to commend your Bargaining Committee. When they were elected in spring of 2020, they had no idea that COVID issues would delay bargaining for so long. What would normally be a four month commitment turned into an 18 month one! Your committee: Khaleel Grant, Stephanie Kroone, Ben Swadron and Sterlin Vaillancourt were dedicated, hard working and truly committed to improving rights for Dons.

Due to work commitments, Stephanie wasn't able to stay with the committee for the September meetings, but the prior work she did over several months is reflected in this final agreement.

This is my first "first agreement" and I'm proud to present a tentative agreement that establishes rights for Dons as employees in the University and new members of USW.

Once we have a ratified agreement for the Dons at Innis, New, Woodsworth and University Colleges, I look forward to working with all of you to make sure that you know your rights in the workplace and to facilitate Dons getting more active and engaged in your Union.

Colleen Burke
USW Local 1998 President



USW STAFF REPRESENTATIVE'S *Message*

Welcome to the Union Family!

On behalf of the United Steelworkers I would like to officially welcome the Residence Dons into our Union family. I would like to thank the members of the Bargaining Committee for their commitment and dedication and congratulate them on a job well done. Although it took several months, we were able to reach an agreement that is good for members of this unit. An agreement that addresses many of the concerns that we heard from our members, including fairness, equity and having a real voice in the workplace.

Congratulations!

Mary Lou Scott
USW Staff Representative



Overview of the CONTRACT



Term:

January 1, 2022 - December 31, 2024

Who's in the bargaining unit?

- All Dons in the four constituent Colleges, including Head and Lead Dons who work in the fall/winter terms
- Summer Dons will be in the USW Casual Unit

Discrimination and Harassment

The contract has language spelling out definitions, policies and complaints processes related to:

- discrimination
- sexual violence and sexual harassment
- racial discrimination
- workplace harassment

Knowing the terms and conditions of your work and your rights in the workplace

- New hires will be given information about the Union
- New hires are able to attend a 60 minute Union orientation within two months of start date
- New hires will be given information on how to access their personnel number and the relevant Human Resources contact if they have issues with their pay



Asserting your Rights in the Workplace

The contract establishes processes to help you and the Union assert your rights in the workplace:

- The University must have “just cause” to terminate a Don
- The University will recognize 1 Union steward per College
- The contract lays out a formal grievance procedure which Dons, with Union support, can use to challenge discipline or violations to the contract
- The University will recognize a Negotiating Committee of up to 4 Dons, one of which shall be the Unit President, plus the Local Union President and the USW Staff Representative to bargain the next collective agreement
- A Labour/Management Committee with Don representatives will meet with Management once per semester to resolve any issues that arise in the workplace

Clarity and Consistency with Hiring and Rehiring

The contract:

- Defines the timing of job postings and the information that needs to be included
- Defines the conditions around preference for rehiring
- Confirms a performance review process with a written assessment which will determine if Dons are being recommended for rehiring

Consistency in Scheduling

The agreement establishes clear and consistent guidelines for how work is to be scheduled for all Dons moving forward:

- Management will provide Dons with schedules in advance, while recognizing that the nature of the job does include some unscheduled and ad hoc responsibilities
- Commitment from the University to make reasonable efforts not to schedule shifts and activities that conflict with a Dons’ religious holiday or academic commitments
- On-call shifts are capped at 12 hours (unless it is mutually agreed to do a longer shift)

It also codifies some pre-existing standards in scheduling including:

- Dons must inform Management if they are going to be away from residence for two or more consecutive nights or three individual nights in a seven day period
- Dons must inform Management three days in advance of a shift to exchange it with another Don’s shift

When you may need time off from work

In addition to the ability to switch shifts as mentioned above, the contract

- Confirms that Dons have access to the various unpaid leaves in the Ontario Employment Standards Act (sick leave, bereavement leave, etc.)

Health and Safety

The contract:

- Includes language around your right to health and safety in the workplace, including a process to deal with accommodation for disabilities or injuries on the job
- Confirms that Dons are not required to meet with students in the room they sleep in

Benefits

- While working as a Don, employees will have access to the University Employment and Family Assistance Plan (EFAP) for additional mental health and other support
<https://people.utoronto.ca/employees/efap/>
- Dons experiencing domestic violence will have access to campus and community supports as needed

Transparency and Consistency in Compensation – and some more money!

A major challenge for the Bargaining Committee was figuring out how to maintain the status quo of in-kind compensation for room and board while being in compliance with the Employment Standards Act. We know the room is a big reason why people decide to become Dons, and we wanted to ensure that Dons were benefiting from the new contract and not ending up with less money in their pockets.

Many Dons have also identified difficulties in understanding how their pay works under the current system of compensation. Some is a taxable benefit, some may be a stipend, and we have found that there is little consistency across the Colleges in how this is administered. We have seen cases where Dons get jobs elsewhere on campus and have significant pay deductions from the Don position being clawed back from pay cheques from other U of T work. In some cases, this has led to pay cheques of zero dollars. We have even seen these deductions clawed back from scholarships!

Below is a comparison of the old compensation system and new compensation structure which will solve some of these problems and put more money in pockets.

Your new COMPENSATION

Old System

Training

Dons received no payment for the two weeks of training in August.
Some Dons would receive “gifts” of \$150.00 TBucks at the beginning of one or both semesters that

New and University College - meal plan

Dons received their room and the largest meal plan as a taxable benefit.

Innis and Woodsworth College - grocery stipend

Dons received their room as a taxable benefit plus a \$425.00 or \$450.00 grocery stipend, minus statutory deductions.

New Collective Agreement

Training

Starting in August 2022 – Dons will be paid \$500.00, minus deductions, for the two weeks of training in August. This amount will increase by 1% in 2023 and in 2024. All Dons will also receive a prorated two-week portion of the \$450.00 grocery stipend to account for any meals not provided during training.

New and University College - meal plan

Dons will now be paid in equal monthly installments that add up to the equivalent of 75% of the fee for a standard room and 100% of the fee for the highest level meal plan. This is prorated for partial months of employment and holiday closure.

Innis and Woodsworth College - grocery stipend

Dons will now be paid in equal monthly installments that add up to the equivalent of 75% of the fee for a standard room and receive a monthly stipend of \$450.00, minus statutory deductions.

This stipend will be prorated for partial months of employment and holiday closure.

The stipend amount will increase by 1% in 2023 and in 2024.

Your new

COMPENSATION

Old System

In-kind Compensation Taxable Benefit

With the room and meal plan (if applicable) as a taxable benefit, Dons would be provided with these benefits free of cost but would still be taxed on their cost. For Dons in rooms evaluated to be a higher price, this would mean higher taxes. Dons with meal plans were not able to choose a smaller size of meal plan but would be taxed on the meal plan dollars they did not use.

Statutory deductions

Deductions for Employment Insurance (EI), Canada Pension Plan (CPP), and income tax for the room benefit and either the meal plan benefit or stipend would accumulate in Dons' payroll as money owed to the University to be paid as taxes or for employee contributions for EI and CPP.

● For Dons receiving a monthly stipend or with other jobs at the University, these deductions were clawed back from pay cheques.

New Collective Agreement

Compensation and deductions for room and meal plans

Instead of taxable benefits, the new system reflects "money in, money out" on your pay stub. The cost of the discounted room and a meal plan (if applicable) will be deducted in instalments from each monthly pay cheque that are no greater than the amounts being paid above. Dons must consent to this deduction as a condition of employment.

Dons at New College and UC may choose to purchase a smaller meal plan and keep the difference as pay.

All Dons will continue to receive room and board without having to initially pay the University for them outside of these deductions from their employee pay.

Statutory deductions

The University will pay you the equivalent of 75% of the fee for a standard room and 100% of the fee for the highest level meal plan (if applicable), plus any stipends (training, groceries, lead dons) that are applicable. (This is your gross pay.)

They will deduct the cost of the room and meal plan, plus statutory deductions of Employment Insurance (EI), Canada Pension Plan (CPP) and income tax from your monthly pay cheques. (This amount after deductions is your net pay.)

Your new

COMPENSATION

Old System

- For Dons not receiving a stipend and with no other pay from the University, these deductions would accumulate in their employee account until they could be clawed back or would have to be paid to the federal government when Dons filed their taxes.

- This clawback led to inconsistent and confusing or unexplained deductions on many Dons' pay stubs. To cover the costs clawed back or owed after-tax assessments, many Dons had to rely on other sources of income.



New Collective Agreement

- The University will pay you the equivalent of 75% of the fee for a standard room and 100% of the fee for the highest level meal plan (if applicable), plus any stipends (training, groceries, lead dons) that are applicable. (This is your gross pay.)

They will deduct the cost of the room and meal plan, plus statutory deductions of Employment Insurance (EI), Canada Pension Plan (CPP) and income tax from your monthly pay cheques. (This amount after deductions is your net pay.)

- Dons with a meal plan will owe the University the difference remaining between their net pay and the cost of the room and meal plan. (This is the gross pay minus net pay.) Unlike the taxable benefit system, this money owed will not be clawed back from future pay cheques. Instead, it will be listed in one place on a statement at the end of the school year.

- Dons receiving a monthly grocery stipend will most likely not have any remaining deductions owed at the end of the year. The statutory deductions will be deducted from their stipend each month as they were when the room was a taxable benefit.

Your new

COMPENSATION

Old System

New Collective Agreement



Union Representation

Before Dons fell under a collective agreement, no deductions were made for Union dues.

● By May 15 each year, Dons will be given a statement of any money owed to the University for remaining deductions not covered by their monthly pay.

Any outstanding funds will be payable to the University by June 15 each year. This date is after you would normally receive your tax refund which may cover the cost of the tax deductions above.

As before, Dons with a meal plan may need to rely on other income to cover the cost of remaining statutory deductions. However, these costs will be due on June 15 rather than clawed back from pay cheques or collected by the government after tax assessments in the Spring.

Union Representation

As members of USW Local 1998, Dons will have a very small percentage of pay deducted for Union dues.

.05% will be deducted from your gross earnings on each monthly paycheck.

These dues help fund the services that USW offers to help support its members: Union representation for members who need help, health and safety, member education and engagement.

Your new

COMPENSATION

Old System

Head and Lead Dons

Head and Lead Dons received inconsistent stipends across Colleges, often only at the end of a completed semester. At the time of bargaining, the highest level of compensation for Head or Lead Dons was \$750.00 each semester.

Dons responsible for Living Learning Communities received a stipend of \$250.00 each semester at some Colleges, but no stipend at others.

Winter Closure

Dons who worked over the winter closure were paid around \$70.00 a day, minus deductions, per day of scheduled work.

Dons were often not paid additional holiday pay for working on statutory holidays. each semester at some Colleges, but no stipend at others.

New Collective Agreement

Head and Lead Dons

Head and Lead Dons will receive a monthly stipend of \$187.50, minus deductions, prorated for partial months of employment and holiday closure, including during training. This is roughly equivalent to \$750.00 each semester.

Dons responsible for Living Learning Communities will receive a monthly stipend of \$62.50, minus deductions, prorated for partial months of employment and holiday closure, including during training. This is roughly equivalent to \$250.00 each semester.

Both these stipend amounts will increase by 1% in 2023 and in 2024.

Winter Closure

Dons who work over the winter closure will be paid \$100.00, minus deductions, per day of scheduled work. Work on any portion of Christmas Day, Boxing Day or New Years' Day will be paid \$150.00 per day, minus deductions.

These amounts will increase by 1% in 2023 and in 2024.

Next Steps

As Union members, you have the final say on your collective agreement. We will conduct an electronic vote between October 1 and 5 so you can vote on whether to accept or reject the new collective agreement. Watch for an email from USW Local 1998 for your secure, secret electronic ballot.

Your Bargaining Committee unanimously recommends ratification of the tentative agreement.





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