**Plain Language version of your contract**

Right now, we just have the version of the agreement that we signed off in bargaining. <https://www.usw1998.ca/wp-content/uploads/2021/11/dons_contract_2021_2024_oct_5_2021.pdf>

The University will be providing us with a cleaned up version soon, which will be easier to read. The numbering on some of the articles may change, but the text will not. Collective agreements do have a lot of legalistic language in them. Here is a stripped down, plain language version of the contract basics. **(Double check the full text for the exact language or contact the union for details and clarity on any of the terms.)**

**Article 1: Purpose of the Agreement**

* This agreement sets the terms and conditions of employment for Dons working in this bargaining unit (Innis, New, Woodsworth, UC).
* In addition to this collective agreement, Dons are also covered by the Employment Standards Act of Ontario and any other applicable legislation (like the Ontario Health and Safety Act)

**Article 2: Recognition and Scope**

* This article defines who is in the bargaining unit and covered by this collective agreement. All Dons at Innis, New, Woodsworth, UC, including Lead and Head Dons.
* Summer Dons are covered in the USW Casual collective agreement and are outside of this collective agreement.
* The University recognizes the union as the “sole and exclusive bargaining agent” for the Dons covered by this collective agreement. That means that the University can’t ignore us if we raise a concern related to the Dons.

**Article 3: Relationship**

* This section contains a big section on human rights issues: no discrimination, employment equity, sexual violence and sexual harassment, racial discrimination and workplace harassment. Much of this language comes from the University’s policies on these issues, which Dons will be familiar with in your role.
* If a Don is filing a complaint under these policies, or has a complaint filed against them, they have the right to a union representative to support them through the process.
* In addition to the regular U of T processes for filing a complaint, Dons now also have the right to file a grievance on these issues.
* No reprisal language
  + there should be no intimidation, discrimination, etc against a Don because of their union participation, activity or lack of union participation or activity.
  + There should be no reprisals against someone who files a complaint related to the various harassment and discrimination policies
* The University and Union will meet in a Labour Management committee once each semester to raise issues related to the Dons. This is a way for us to raise problems and try to solve them without going through the more formal grievance process.

**Article 4: Management Rights**

* A collective agreement defines the rights of the employer, the rights of the members and the rights of the union and how they intersect.
* This article spells out in general terms the rights the University has to run its workplace, subject to the terms of this agreement. Members have a right to file a grievance if the University violates the collective agreement while exercising its management rights.
* The University must exercise its rights in a way that is reasonable, in good faith and consistent with the collective agreement.

**Article 5: No Strike or Lockout**

* Now that we have bargained this contract, the Dons cannot go on strike until after the contract expires and we are in a legal strike position.

**Article 6: Union Security**

This spells out the process for the University to collect union dues. Union dues are .5% of earnings.

* The University will provide information about the union to all new Dons
* The Union can have a 60 minute orientation for Dons within two months of their start date
* The University will give the union a contact list of the Dons so we can stay in touch

**Article 7: Union Representation**

* The University will recognize one union steward per College
* Stewards need permission from their supervisor if they need to leave their duties for a grievance and will not lose any pay
* If a steward or other union representative wants to talk to a member, they will make every effort to do this during non-working hours

**Article 8: Negotiating Committee**

* When the collective agreement expires and it’s time to negotiate a new one, the University will recognize a negotiating committee of 4 members, one of which is the President of the Dons Unit, plus the Local Union President and International Union Representative
* Committee members will not lose any pay for time spent in negotiations and shall be given two days off for preparation

**Article 9: Grievance Procedure**

* A grievance arises when the member feels that the employer has violated the terms and conditions set out in the contract.
* This section lays out in detail all the steps involved in filing a grievance and the timelines. The first step is to try to resolve the issue informally by raising the issue with the department head
* Your union representatives can advise, support and represent you in resolving workplace issues, whether formally or informally

**Article 10: Discharge and Disciplinary Action**

* The University needs to have “just cause” to fire or suspend a member and they can file a grievance
* If a member is being disciplined or discharged for cause, they will be notified of their right to have a union representative in the meeting and the supervisor will arrange for a union representative to join the meeting.
* If a member gets a disciplinary letter in their employment file, it will be removed after 24 months, provided there has been no recurrence of a similar infraction.

**Article 9: Arbitration / Mediation**

* If a grievance can’t be resolved in the initial steps, it can be sent to an external arbitrator or mediator. This section spells out the details on that process.

**Article 12: Staffing Related Issues**

**Conditions of Employment**

* In order to be employed as a Don, someone must be a full-time U of T student in good standing, living in the residence and have an ongoing, in-person presence and interaction with the residents in their area.
* As long as it does not interfere with your obligations as a Don, Dons may accept other employment either within or outside the University.

**Job Postings**

* Postings for Don vacancies will be posted for at least 7 days. If there is an unexpected vacancy, it will be posted for at least 2 days.
* Job postings shall include
  + Job title
  + Brief summary of core duties
  + Qualifications
  + Core duties
  + Term of employment contract
  + Residence name
  + Date of posting and expiration date
* **Hiring**
* When a Don as satisfactorily completed a term of employment, they are given preference in hiring for the same position in the same College for the next academic session, provided they continue to meet the conditions above.
* The College will assess if a term has been “satisfactorily” been completed and conveyed in writing to the Don as part of a performance review process
* Dons with preference need to apply as per the job posting
* Once a Don has worked three academic terms (Sept – April), they no longer have preference in hiring
* Summer donning does not count as an academic term affecting preference
* The University will select successful candidates taking into account
* Availability for hours of work
* Skills, abilities, aptitudes and qualifications
* After hire, the University will provide the Don with relevant employment informaion, how to access personnel number, name of relevant HR person. This will assist Dons in following up on any payroll questions or concerns.

**Article 13: Leaves of Absence**

* This section the process of a member is taking a few days leave to go to a union course or conference or to work for the union for a longer period
* Dons are covered by the Employment Standards Act and have the right to take the various paid and unpaid leaves under that Act. <https://www.ontario.ca/document/employment-standard-act-policy-and-interpretation-manual/part-xiv-leaves-absence>

**Article 14: Payment for Injured Workers**

* If an employee is injured on the job and has to leave work, they will have no loss in pay. If required, the University will provide for suitable transportation to a hospital, the employee’s home or other suitable location.

**Article X: Bulletin Boards**

* The University will make bulletin boards available in each College for the union to use.

**Article 18: Wages, Benefits and Deductions**

* Wages are paid in recurring equal monthly instalments over the period of employment. Wages are equal to the cost of 75% of the fee for a standard single room and 100% of the fee for the highest level meal plan (if there is a meal plan), less deductions. This is set at 75% of the room cost because of the Income Tax Act. Dons are required to pay 75% of the fee for the room – not 100% of the fee.
* This amount is pro-rated for any period of residence closure or partial month of employment
* Where there is no meal plan and/or no meals are provided to the Dons, the recurring monthly wage is increased by $450, less deductions. This amount is pro-rated for any period of residence closure or partial month of employment. This amount will increase by 1% in January 2023 and January 2024.
* For the month of August, Dons will receive $500, less applicable deductions. This amount will increase by 1% in 2023 and 2024.
* Dons must consent to the deduction of 75% of the room fee and %100 of the meal plan (if there is one) from their monthly pay. The deduction will not be greater than their gross wages.
* If a Don does not consent to this pay arrangement, their offer of employment is withdrawn
* If the deductions (cost of room and board, income tax, Employment Insurance, Canada Pension Plan and union dues) are greater than the net wages paid to the Don, the Don will pay the balance to the university by June 15 each year. Dons will be given a statement of account by May 15 each year with the balance owing.
* Failure to pay the balance by June 15 will result in the Don not having preferential hiring for the next year and any offer of employment being withdrawn
* Dons who work during the winter holiday closure period will receive $100 less deductions, per day of work scheduled. They will receive $150 less deductions if they are scheduled to work Christmas Day, Boxing Day or New Year’s Day. In this article, a day means any 24 hour period, so if any hours are scheduled on the holidays above, the Don will receive $150. There will be no deductions for room and board taken off this pay. This amount will increase by 1% in January 2023 and January 2024.
* Lead / Head Dons will receive an additional $187.50 recurring monthly wage less deductions pro-rated for any period of residence closure or partial month of employment. This amount will increase by 1% in January 2023 and January 2024.
* Dons responsible for Living Learning Communities will receive an additional $62.50 recurring monthly wage less deductions pro-rated for any period of residence closure or partial month of employment. This amount will increase by 1% in January 2023 and January 2024.
* All the pay above is considered to be inclusive of vacation pay and public holiday pay in accordance with the Employment Standards Act
* During their period of employment Dons can access services from the University’s Employee and Family Assistance Plan (EFAP) <https://people.utoronto.ca/employees/efap/>

**Article 21: Health and Safety**

* The University commits to a healthy and safe workplace and will follow all health and safety legislation.
* The University will acquaint its employees with information to eliminate, control and manage hazards in the workplace
* Employees will comply with health and safety requirements and shall report hazards to their supervisor
* The University will supply and employees will wear protective clothing and other devices which the University requires employees to use to protect them from injuries.
* Pregnant employees may request a workplace assessment and have a union representative in attendance.
* The section spells out the process if a member needs an accommodation of a disability under the Ontario Human Rights Code. The member has a right to have union representative assist with this

**Article 25: Hours of Work**

* The College will present the Dons with a schedule of their
  + training sessions
  + mandatory attendance days or events
  + programming requirements
  + house meetings
  + rounds
  + and any accompanying timelines or deadlines from time to time as schedules are developed
* Often, the majority of a Don’s duties and responsibilities are responsive to the circumstances affecting the residence and are therefore ad hoc and incapable of being scheduled
* Dons are expected to promptly and appropriately address any and all such circumstances while maintaining an in-person presence
* Dons shall not be scheduled for training, meetings or rounds in excess of 44 hours per week, except for their on-call availability
* On-call availability shall not be longer than 12 consecutive hours per period of availability, unless mutually agreed.
* The hour limit for on-call availability does not apply in the winter closure period
* Each College will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence
* While on-call, Dons will remain at the residence with access to the on-call phone and bag. However, unless they are actively engaged in responding to a situation, they can engage in their own private pursuits and such time is not counted toward their hours of work
* Dons can request approval to exchange their on-call shift no less than 72 hours before the start of the shift
* The University will make a reasonable effort not to schedule activities to conflict with a Don’s observance of a religious holiday or attendance at a scheduled course, tutorial, practicum or exam in a U of T course
* If a Don expects to be away from residence for two or more nights, or three individual nights in a 7 day period they shall give at least 48 hours notice.

**Article 26: General**

* The University will provide the union with a 100 copies of the collective agreement
* The University will give the union a monthly list of members

**Article 27: Union Meetings**

* Members can attend union meetings provided it does not interfere with operations and the employee obtains permission to attend.

**Article 29: Termination**

* The agreement runs from Jan 1 2022 to December 31, 2024

**Letter of Understanding: Domestic Violence**

* This letter lists the supports that are available for members facing domestic violence

**Letter of Understanding: Employment in a Recreational Program**

A challenge for the Union and the University was figuring out to maintain the status quo of Dons being paid with in-kind room and board while still being compliant with the Income Tax Act and the Employment Standards Act. This letter puts the Dons into an employment category that allows us to do this. Because Dons are paid in kind and don’t have defined hours of work, the following clauses of the Employment Standards Act don’t apply: three hour rule, overtime pay, minimum wage and public holidays.

**Letter of Intent: Impact on OSAP Eligibility**

The Union and the University will meet to investigate what impact the change in compensation for the Dons may have on OSAP eligibility. If there is an impact, the Union and University will work together to mitigate the impact.

**Letter of Intent: Expense Reimbursement**

The Union and the University will meet to discuss how to mitigate any delays for Dons being reimbursed for expenses personally incurred in the performance of their work.

**Letter of Understanding: Bill 124 – Moderation Period**

Bill 124 is a provincial law imposing a 1% wage cap on all public sector workers for a three year period. This letter confirms that the pay increases in this contract are compliant with Bill 124.

**Letter of Intent: EDIA Training**

The University will continue to offer this type of training to Dons.

**Letter of Intent: Residence Don meeting space**

Dons are not required to meet with residents in the Don’s bedroom where the Don has another room of the where the College has identified a suitable alternative meeting location.