

# UTM Residence Dons FIRST CONTRACT!



## A FIRST CONTRACT FOR UTM RESIDENCE DONS

### UNIT PRESIDENT'S MESSAGE

Dear Colleagues,

In 2022, Residence Dons and Community Assistants at UTM voted in favour of joining the United Steelworkers (USW). There has been a long delay in actually getting to the bargaining table with the University, but I am excited to announce that after much perseverance and after months of membership consultation, preparation of proposals and bargaining with the University, a tentative agreement with the administration has been reached. **Your USW team is unanimously recommending ratification of the tentative agreement that provides for a contract that starts on the day of ratification and ends on December 31, 2024.**

The tentative agreement includes compensation increases and other terms of employment improvements. You will note that, in addition to parts of the current St. George Arts & Science Dons collective agreement that will pertain to the UTM Dons and CAs unchanged, there will be appendix that is specific to UTM.

This brings UTM into the main Don collective agreement and the Dons on St. George and UTM will be bargaining together in the late fall for a renewal collective agreement. During the next months we will continue to build solidarity and strength for this next round of bargaining with the University.

Jake Pereira  
USW Local 1998, Dons Unit President

## **PRESIDENT'S MESSAGE**

Dear Colleagues,

In addition to monetary gains, the tentative agreement that you will be considering for ratification includes language that gives Dons who are on-call the freedom of being anywhere on the UTM campus that allows them to respond to a call within twenty minutes and language that protects the current practice of work during the annual December/January holiday period being voluntary.

The success achieved in the first round of bargaining for UTM Dons was, in large part, the result of the hard work put in by your negotiating team of Elliot Fabian-Fine, Madeline Glover, Alexandra Lodmal, Sean Tan, Jake Pereira and

Colleen Burke (USW Staff Representative). The union solidarity demonstrated by the Unit's members created strength that contributed significantly to our collective success and it gives us a strong foundation to build on for the next round of collective bargaining.

**Your negotiating team is unanimously recommending ratification of the tentative agreement.**

In Solidarity,



John Ankenman, USW Local 1998 President

## **YOUR USW LOCAL 1998 BARGAINING COMMITTEE**



From left to right: Colleen Burke (USW Staff Representative), John Ankenman (Local 1998 President), Jake Pereira (Dons Unit President), Alexandra Lodmal, Elliot Fabian-Fine, Sean Tan (Absent from photograph: Madeline Glover)

## HIGHLIGHTS OF THE AGREEMENT

- Fall/Winter Dons, Summer Dons and Community Assistants (CAs) are all in the Union.
- No more mandatory meal plans! Dons and Community Assistants now have a choice.
- More Compensation for Dons and Community Assistants, including a stipend for pre-service training!
- A new compensation system that will prevent your stipends from being significantly reduced because of taxes. More money in your pocket.
- The on-call radius for Dons is now all of the UTM campus! The on-call radius for Community Assistants sees those workers needing to be onsite at the UTM campus within 20 minutes following initial contact.
- Hiring preference for returning Dons and Community Assistants.
- Confirmation that working over the winter break is not mandatory.

## COMPENSATION

IMPORTANT NOTE: All improvements to compensation will be implemented on May 1, 2024 on a go-forward basis. The improvements to compensation are not retroactive.

| CURRENT   | IF THE TENTATIVE AGREEMENT IS RATIFIED   |
|---|--|
| <b>Housing</b><br><br>"Free" room as a taxable benefit. The taxes you owe for the room are taken off stipends, leaving you with little take-home pay. These taxes are also taken off your pay at other U of T jobs. | <b>Housing</b><br><br>Dons/CAs will still receive housing, but it will be structured differently. Dons/CAs will be paid in equal monthly installments that add up to the equivalent of 75% of the cost of their room. The University will deduct 75% of the cost of the room from your pay cheques. See below for more detail on how this helps solve the current tax problem. |

# HIGHLIGHTS

TERMS OF THE AGREEMENT  
UNTIL DECEMBER 31, 2024

| CURRENT  | IF THE TENTATIVE AGREEMENT IS RATIFIED   |
|--|--|
| <p><b>Meal Plan/ Stipend - Dons</b></p> <p>A stipend of \$300 (less applicable deductions) is paid at the end of each term.</p> <p>A meal plan is mandatory.</p>       | <p><b>Meal Plan/ Stipend - Dons</b></p> <p>In lieu of a meal plan and the \$300 (less applicable deductions) end of term stipend, Dons will now receive a \$500/month (less applicable deductions) stipend. This will be pro-rated for partial months, like December.</p> <p>Meal plan is no longer mandatory. Dons can purchase a meal plan if they wish.</p>       |
| <p><b>Meal Plan/ Stipend – CAs</b></p> <p>A stipend of \$343 (less applicable deductions) is paid each month.</p> <p>CAs are provided with the smallest meal plan.</p> | <p><b>Meal Plan/ Stipend - CAs</b></p> <p>CAs will now receive a \$450/month (less applicable deductions) stipend. This will be pro-rated for partial months.</p> <p>A meal plan is no longer mandatory. In lieu of a meal plan, CAs will now receive an additional \$500/month (less applicable deductions) stipend. This will be pro-rated for partial months.</p> |
| <p><b>Training</b></p> <p>Dons/CAs receive no payment for training</p>   | <p><b>Training</b></p> <p>Dons/CAs will be paid \$500 (less applicable deductions) for training that is held in August.</p> <p>CAs will also be paid \$500 (less applicable deductions) for training that is held in June.</p>   |
| <p><b>Winter Break</b></p> <p>Working over winter break is not mandatory. Dons/CAs who chose to work it are paid \$350 (less applicable deductions) lump sum.</p>      | <p><b>Winter Break</b></p> <p>Working over winter break is still not mandatory and that term of your employment is now protected in the collective agreement. Dons/CAs who choose to work during the winter break are paid \$101 per day of work or \$151.50 per day of work if they are scheduled on Christmas Day, Boxing Day or New Years Day.</p>                |

## **OTHER TERMS IN THE CONTRACT**

### **THE TENTATIVE AGREEMENT INCLUDES LANGUAGE DEALING WITH HIRING PRACTICES:**

- Defines the timing of job postings and the information that needs to be included in postings
- Defines the conditions of preference for rehiring
- Confirms a performance review process with a written assessment which will determine if Dons/Community Assistants are recommended for rehiring
- New hires will be given information about the Union
- New hires are able to attend a 60-minute Union orientation within two months of their 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.

### **THE TENTATIVE AGREEMENT ESTABLISHES CLEAR AND CONSISTENT GUIDELINES FOR HOW WORK IS TO BE SCHEDULED FOR ALL DONS MOVING FORWARD:**

- Management will provide Dons/Community Assistants with schedules in advance, while recognizing that the nature of the job does include some unscheduled and ad hoc responsibilities
- There is a commitment from the University to make reasonable efforts not to schedule shifts and activities that conflict with a Don's/Community Assistant's religious holidays or academic commitments
- On-call shifts are capped at 24 hours (unless it is mutually agreed to do a longer shift).

### **IT ALSO CODIFIES SOME PRE- EXISTING STANDARDS IN SCHEDULING INCLUDING:**

- Dons/Community Assistants must inform management if they are going to be away from residence for more than 72 hours consecutive
- To exchange a shift with another Don/Community Assistant, a Don/Community Assistant must inform management of a shift exchange 48 hours in advance of the exchange

## **THE CONTRACT HAS LANGUAGE ON YOUR RIGHTS IN THE WORKPLACE RELATED TO:**

- Discrimination and harassment
- Health and safety in the workplace, including a process to deal with accommodation for disabilities or injuries on the job
- The University must have “just cause” to terminate a Don/Community Assistant
- The University will recognize 1 Union steward in each of the Southside, Northside and Central areas
- The contract lays out a formal grievance procedure which Dons/Community Assistants, with Union support, can use to challenge discipline issued by the University or violations of the contract
- The University will recognize a Negotiating Committee of up to 7 Dons/Community Assistants (from UTM and St. George), 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/Community Assistant representatives will meet with Management once per semester to resolve any issues that arise in the workplace
- Dons/Community Assistants are able to attend Union Conventions and Conferences, subject to the approval of their supervisor.

## **BENEFITS**

- While working as a Don/Community Assistant, 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/Community Assistants experiencing domestic violence will have access to campus and community supports as needed.

## **EXPLAINING THE DETAILS OF THE NEW COMPENSATION STRUCTURE**

We have heard from Dons and Community Assistants about their frustration with how the accommodation taxable benefit impacts their stipends. The money you actually receive is a small fraction of the amount of your stipend because so much tax is taken off. We saw cases where Dons got other jobs on campus and then had significant extra income tax deductions from the pay from those other jobs due to the taxable benefit of their room. In some cases, this led to pay cheques of zero dollars.



To address this problem, the Union negotiated a new compensation system that is already in place for the Dons on the St. George campus. It is based on a “money in, money out” model. You can’t get around paying taxes, because this is all set by the government, but the new structure will make deductions much more predictable and won’t impact your pay from other jobs on campus. This also allows Dons and Community Assistants to keep the important benefit of a “free” room, while also being in compliance with the Employment Standards Act.

In the current model, Dons and Community Assistants are not paid for their room, but it is a taxable benefit and the University takes those taxes off stipends and other pay. Dons and Community Assistants have to pay any outstanding taxes on it at the end of the year.

Under the terms of the tentative agreement, Dons and Community Assistants would be paid the equivalent of 75% of the cost of their room and then 75% of the cost of the room would be deducted from their pay. The reduction to 75% of the room value is set by Canada Revenue for people who receive housing and live where they work. The federal government collects taxes based on 75% of the value of the room, not on 100%. **Having the taxable benefit set at 75% of the room value instead of at 100% means that you would be paying less taxes and other deductions. Don’t worry, you would not be paid at 75% and then billed at 100%!**

The terms of the tentative agreement provide for a simpler and more transparent process for income tax to be applied to your “free” room. All of the government deductions (income tax, Employment Insurance, Canada Pension Plan) and union dues (.05% of pay) are taken off each month, so you are less likely to be hit with a tax bill later or have it taken off the pay from other University jobs.

If, at the end of the year, the required deductions (cost of room, income tax, Employment Insurance, Canada Pension Plan and union dues) are greater than the net wages paid to a Don or Community Assistant, the Don or Community Assistant will pay the balance to the University by June 15 of each year. Dons will be given a statement of account by May 15 each year with the balance owing. This delayed timing will be implemented so that you will have time to do your taxes and possibly get a refund to help pay any amount owing, or to pay with money earned at a summer job you may have started. In our experience at the St. George campus, only Dons who are being billed for a meal plan have a balance owing at the end of the year. Dons with a meal stipend (like UTM will have) have not owed any money at the end of the year.

**Your Bargaining Committee unanimously recommends acceptance of this tentative collective agreement**

## THE ELECTRONIC RATIFICATION BALLOT WILL READ:

I vote to ACCEPT the tentative agreement as recommended by the Bargaining Committee.

I vote to REJECT the tentative agreement and authorize the Bargaining Committee to implement a strike if necessary.

The electronic vote will be conducted  
from Wednesday, April 24 at 8:00 pm  
until Friday, April 26 at 12:00 pm.

*You will receive your unique electronic ballot by email on Wednesday, April 24 at 8:00 pm.*

***United We Bargain,  
Together We Win!***



USW Local 1998 25 Cecil Street, Toronto, ON M5T1N1 416. 506. 9090 info@usw1998.ca usw1998.ca



THURSDAY, APRIL 18, 2024 @ 11:15PM

WITHDRAWN IF NOT ACCEPTED BY THURSDAY, APRIL 18, 2024 AT 11:59PM

MEMORANDUM OF AGREEMENT

BETWEEN

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

-and-

THE UNITED STEELWORKERS, LOCAL 1998:

- "University of Toronto Mississauga – Residence Dons" 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 May 1, 2024.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto.
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 32 are incorporated.

FOR THE UNIVERSITY

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FOR THE UNION

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DATED AT TORONTO THIS 18 DAY OF APRIL 2024

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

**APPENDIX E: UNIVERSITY OF TORONTO MISSISSAUGA – RESIDENCE DONS**

**COLLECTIVE AGREEMENT**

**For the “University of Toronto Mississauga – Residence Dons” Bargaining Unit**

**- BETWEEN -**

**The Governing Council of the University of Toronto**

**- AND -**

**THE UNITED STEELWORKERS LOCAL 1998**

**Term of Agreement: DATE to December 31, 2024**

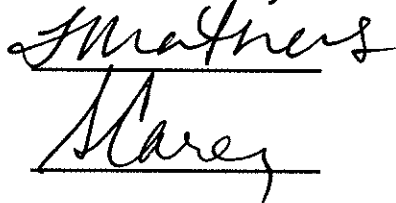
**COLLECTIVE AGREEMENT ENTERED INTO** at the City of Toronto, in the Province of Ontario, as of **DATE**.

**All of the provisions of the collective agreement as amended herein apply to the Residence Dons employed at the University of Toronto Mississauga except for the following articles and letters:**

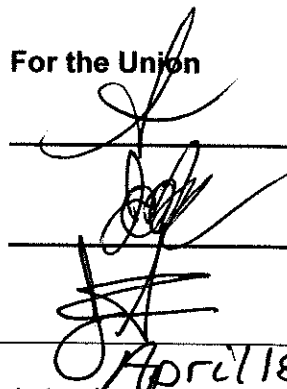
Article 2:02  
Letter of Intent: Impacts on OSAP Eligibility  
Letter of Understanding: Bill 124 – Moderation Period

**The following articles and letters of the collective agreement apply to the Residence Dons employed at the University of Toronto Mississauga as amended and attached herein:**

**For the University**

  
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**For the Union**

  
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April 18, 2024.

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


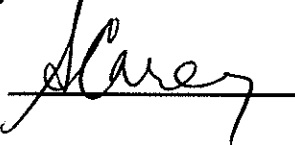
*The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including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

**\*\*NOT TO BE PUBLISHED IN THE APPENDIX\*\***

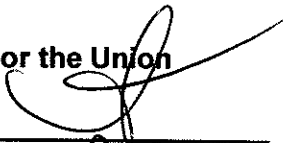

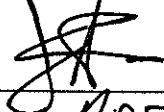
**All of the following provisions of the Collective Agreement between the United Steelworkers and the Governing Council of the University of Toronto for the "College Residence Dons" bargaining unit apply to the Residence Dons and Community Assistants employed at University of Toronto Mississauga:**

- 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 (except for Article 6:09, which will apply as amended)
- Article 7: Union Representation (except for Article 7:01, which will apply as amended)
- Article 10: Discharge and Disciplinary Action
- Article 13: Leaves of Absence
- Article 14: Payment for Injured Employees
- Article 17: Health & Safety
- Article 20: General (except for Articles 20:03 and 20:04, which will apply as amended)
- Letter of Understanding: Domestic Violence
- Letter of Intent: Expense Reimbursement
- Letter of Intent: EDIA Training
- Letter of Intent: Residence Don Meeting Space

**For the University**

  
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**For the Union**

  
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April 18, 2024.

*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 “University of Toronto Mississauga”
- Where the term “Residence Dons” is used throughout this Agreement, it is agreed that it also refers to “Community Assistants”, unless otherwise indicated
- 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 University of Toronto Mississauga, except as specifically set out herein.\*\***

**For the University**

*[Signature]*  
*[Signature]*

**For the Union**

*[Signature]*  
*[Signature]*  
*[Signature]*

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

*April 18, 2024.*

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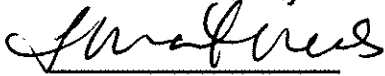
University of Toronto  
April 18, 2024

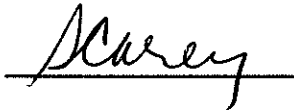
**ARTICLE 2: RECOGNITION AND SCOPE**

**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 Community Assistants on the University's Mississauga campus in the City of Mississauga, save and except supervisors and persons above the rank of supervisor.**

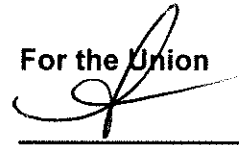
~~2:02 The University and the Union agree that Summer Dons are excluded from this bargaining unit and are included in the USW Casual bargaining unit.~~

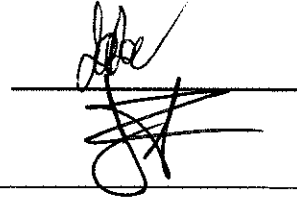
For the University





For the Union





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

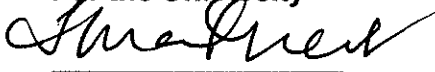
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April 18, 2024.

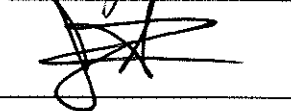
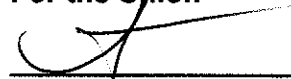
**Labour/Management Committee**

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 six (6) representatives from the University and six (6) representatives selected by the Union, one (1) of which shall be the Local Union President **and one (1) of which shall be the Unit 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



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April 18, 2024.



6:09 The University shall, upon completion of the annual hiring process, provide the Union with a list of all new hires (with a compatible electronic copy), with pronouns (where available), along with their telephone number, work email address, job classification, **personnel number (where available)**, date of hire, and campus mail address. A list will be provided by August 1st.

For the University

Signature

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For the Union

Signature

Signature

Signature

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April 18, 2024.

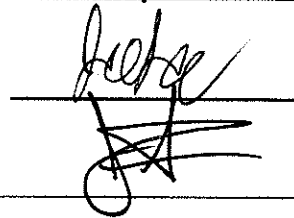
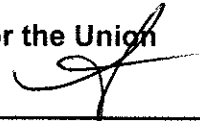
## ARTICLE 7: UNION REPRESENTATION

7:01 The University acknowledges the right of the Union to appoint or otherwise select, from among the members of the bargaining unit, a Unit President, and one (1) steward per College, and one (1) steward to be selected from each of University Family Housing, Chestnut Residence and Conference Centre, Chelsea Hotel Temporary Residence, and Graduate House Residence, **and at the University of Toronto Mississauga campus one (1) steward from each of the Southside, Northside and Central areas**, including a Chief Steward, for a total of up to ~~eight~~ **eleven (11)** stewards, for the purpose of representing employees in the handling of grievances.

For the University



For the Union



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April 18, 2024.

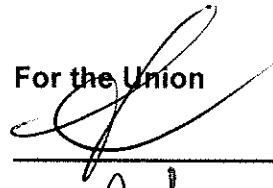
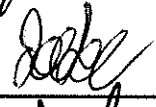
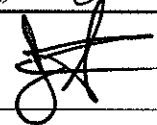
**ARTICLE 8: NEGOTIATING COMMITTEE**

- 8:01 The University agrees to recognize and deal with a Negotiating Committee of not more than ~~six (6)~~ seven (7) 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 ~~six (6)~~ seven (7) 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

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April 18, 2024.

## ARTICLE 9: GRIEVANCE PROCEDURE

### Informal Step

9:01 It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the Department Head or designate an opportunity to adjust a complaint before any grievance may be filed. **For clarity, this informal step precedes and applies to any individual grievance contemplated in Article 9:01 and to a group grievance, excluding group grievances that start at Step Two or Step Three as per Article 9:04. This informal step must be initiated within thirty (30) working days after the employee became aware or ought reasonably to have become aware of the circumstance giving rise to the complaint.** This step may also be satisfied by the Union raising the complaint with the Department Head or designate on behalf of the employee or group of employees, in which case the appropriate Human Resource **Officer representative** or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resource **Officer representative**. The parties will attempt to resolve the complaint **without undue delay within five (5) working days from the date it was brought to the attention of the immediate supervisor or the Human Resources Officer.** Failing a satisfactory settlement **within the five (5) working day period, then within a further five (5) working days** the complaint may be taken up as a grievance in the following manner:

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

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

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

### Step One

The grievance shall be submitted, in writing, to the Labour Relations Department, along with the name of the immediate supervisor, Department and Faculty, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. Within five (5) working days the Department Head or

designate shall meet with the Union Grievance Committee (not to exceed two (2) in number) in an attempt to resolve the grievance. The Department Head or designate shall, within a further five (5) working days, give their decision in writing to the Union.

### Step Two

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

### Step Three

If the grievance remains unsettled at the conclusion of Step Two, the written grievance may be advanced by notifying the local Human Resources person representative who shall forward a copy to the Vice-President, Human Resources and Equity People Strategy, Equity & Culture or designate within five (5) ten (10) working days after receiving the Step Two decision in writing. The Vice-President, Human Resources and Equity People Strategy, Equity & Culture or designate shall, within seven (7) fifteen (15) working days, hold a meeting with the Union Grievance Committee (not to exceed two (2) three (3) in number), the Local Union President, and a staff representative of the Union, or his/her designate, in a further attempt to resolve the grievance. The Vice-President, Human Resources and Equity People Strategy, Equity & Culture or designate shall, within a further seven (7) ten (10) working days, give their decision, in writing, to the Union.

Notwithstanding Article 11:04, if the parties have not mutually agreed to an extension of the Step Three meeting timelines pursuant to Article 9:06, the Union may advance the grievance directly to arbitration pursuant to Article 11. For clarity, the mandatory time period for referring a grievance to arbitration shall continue to apply in accordance with Article 9:03. If the parties have not mutually agreed to an extension of the Step Three meeting timelines as set out above, then the mandatory time period to advance a grievance to arbitration under Article 9:03 shall commence on the date

**immediately following the expiry of the fifteen (15) working days provided above for holding the Step Three meeting.**

- 9:02 At each step of the grievance process the University representative may have with **him/her them**, at any grievance meeting, an equal number of University representatives to the number of Union Representatives. **Unless agreed upon in advance by the Union and the University, there shall be no more than three (3) representatives of the Union and no more than three (3) representatives of the University, not including the grievor and the person hearing the grievance.**
- 9:03 If settlement of the grievance is not reached at Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 11: Arbitration, at any time within sixty (60) working days after the decision is received under Step Three. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9:04 When two or more employees with the same Department Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step One of the grievance procedure. When two or more employees with different Department heads but with the same Principal/Dean/Division Head wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University beginning at Step Two of the grievance procedure. In any other case where two or more employees wish to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the University at Step Three of the grievance procedure.
- 9:05 A grievance arising directly between the University and the Union (which could not be grieved by an individual employee) shall be initiated at Step Two. Any grievance by the University or the Union as provided herein shall be commenced within fifteen (15) working days after the Union became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance. This clause may not be used by the Union to initiate a grievance which directly affects an employee where said employee(s) could themselves have initiated a grievance pursuant to the provisions of this Article.
- 9:06 The time limits provided in this Article may be extended by mutual agreement between the parties in writing.

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



University of Toronto  
April 18, 2024

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

**Where the University is unavailable for a grievance meeting within the time limit specified in the grievance procedure (or any extension thereof), the Union may advance the grievance to the next step of the grievance procedure.**

For the University

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For the Union

[Signature]  
[Signature]  
[Signature]

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

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April 18, 2024.

## ARTICLE 11: ARBITRATION / MEDIATION

- 11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.
- 11:02 Prior to submitting a grievance to arbitration, the parties will discuss the possibility of mediation in the interest of resolving disputes at an early stage.
- 11:03 The Arbitration Procedure incorporated in this Agreement shall be based on the use of a single Arbitrator, selected on a rotating basis from a panel of four (4) Arbitrators set out below ~~or a Board of Arbitration as set out in Article 11:08 below~~:

Rob Herman  
~~Louisa Davie~~ Jasbir Parmar  
Kevin Burkett  
Laura Trachuk

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

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

- 11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.
- 11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:08 An arbitrator shall have the right to extend the time limits under Section 48(16) of the Ontario Labour Relations Act.

University of Toronto  
April 18, 2024

11:09 The University agrees that the Steward and the grievor involved in the processing of the grievance shall not suffer any loss of pay during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

**For the University**

*[Signature]*  
*[Signature]*

**For the Union**

*[Signature]*  
*[Signature]*  
*[Signature]*

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

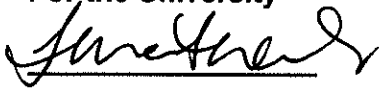

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*April 18, 2024.*



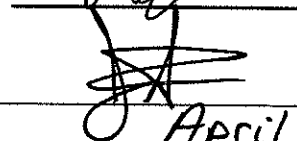
**Union Convention or Conference Leave**

**13:05 Subject to the approval of the supervisor and upon written request at least fifteen (15) working days in advance, leave of absence without pay shall be granted to not more than two (2) employees at any one time, who may be selected by the Union to attend a Union Convention or Conference. Such leave of absence is to be confined to the actual duration of the Union Convention or Conference and the necessary travelling time. Such leave shall not exceed seven (7) days per year for each employee to whom such leave is granted.**

For the University

For the Union

April 18, 2024.



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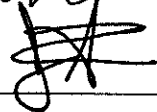
**ARTICLE 15: BULLETIN BOARDS**

15:01 The University will make available one (1) bulletin boards ~~in each College at University of Toronto Mississauga Residence~~, in an 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~~ this 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

  
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For the Union

  
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April 18, 2024.

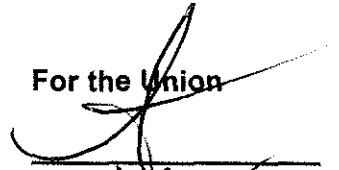
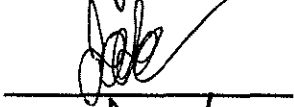

**ARTICLE 16: UNION MEETINGS**

16:01 Employees ~~will be permitted to~~ may attend regularly scheduled General Membership Meetings and Unit meetings during non-work hours. Employees may attend regularly scheduled General Membership Meetings and Unit meetings during scheduled work hours, provided it does not interfere with operations and the employee obtains permission to attend from their **manager supervisor** in advance of the meeting. Attendance at such meetings will be without pay.

For the University

  
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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 University of Toronto Mississauga College, less applicable deductions. This amount will be pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:02 ~~When 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~~, \$500.00 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.
- For Community Assistants only, for the month of June a payment of \$500.00, less applicable deductions, shall be made in addition to the recurring payments set out in Article 18.01 and 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 \$~~1001.00~~, less applicable deductions, per day of work scheduled by the **College University of Toronto Mississauga** 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~~ **151.50**, less applicable deductions, if they are scheduled to work by the **College University of Toronto Mississauga** 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~~ **151.50** 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 Community Assistants~~ will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by \$~~187.50~~ **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.

~~18:10 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).

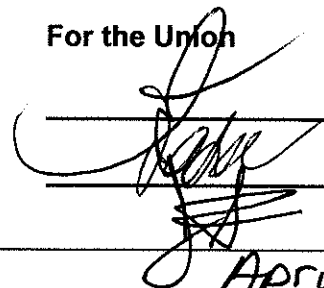
For the University



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For the Union



April 18, 2024.

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University of Toronto  
April 18, 2024

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*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 University of Toronto Mississauga** 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~~ **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 **College The University of Toronto Mississauga** 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 **must be present within the University of Toronto Mississauga campus boundaries will remain at the residence** and maintain access to an on-call phone and bag. However, unless a Residence Don is actively engaged in responding to circumstances that arise during a Residence Don's on-call availability, the Residence Don is entitled to sleep, eat and otherwise engage in their own private affairs or pursuits, and such time shall not be counted toward their hours of work.

**During a period of on-call availability, a Community Assistant must be available to be on-site at the University of Toronto Mississauga campus within twenty (20) minutes following initial contact and maintain access to an on-call phone. However, unless a Community Assistant is actively engaged in responding to circumstances that arise during a Community Assistant's on-call availability, the Community Assistant 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~~ **48** hours prior to the commencement of the on-call period, approval from their supervisor College to exchange scheduled on-call availability.

19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:

- a) a Residence Don's observance of a religious holiday; or
- b) a Residence Don's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.

19:07 In the event a Residence Don anticipates being away from the residence for ~~two or more consecutive nights, or three individual nights in a seven-day period,~~ more than a consecutive seventy-two hours, notice shall be given to the supervisor College as early as possible, and in no event less than 48 hours from the commencement of the absence. Failure to maintain a sufficient presence at the Residence may result in a Residence Don not satisfying the conditions of their employment set out at Article 12:01.

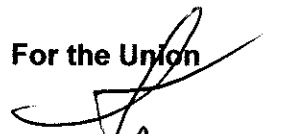
For the University




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For the Union



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April 18, 2024.

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20:03 The University will provide the Union, on a monthly basis (with a compatible electronic copy) a list that includes: employee name, pronouns where available, gross pay in the pay period, personnel number, e-mail address where available, and latest campus mail address. Employees will be provided with an email address and it will be included in this list.

For the University

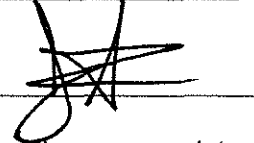




For the Union







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April 18, 2024.

20:04 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Senior Executive Director, Labour Relations or designate, University of Toronto, ~~215 Huron Street, 8<sup>th</sup> floor,~~ 439 University Avenue, 22<sup>nd</sup> Floor, Toronto, Ontario, ~~M5S 1A2~~ M5G 1Y8, and the Staff Representative or designate, United Steelworkers, 23 Cecil Street, Toronto, Ontario, M5T 1N1.

For the University

Matthews

Alary

For the Union

[Signature]

Jake  
[Signature]

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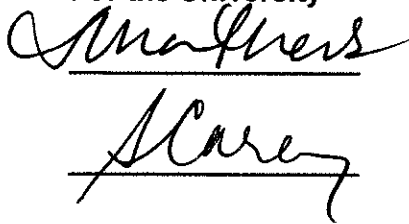
April 18, 2024.

**ARTICLE 21: TERMINATION**

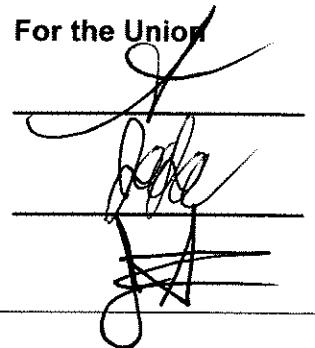
21:01 This Agreement shall be effective from ~~January 1, 2022~~ or the date of ratification by both parties, ~~whichever is later~~, and shall continue in effect up to and including December 31, 2024, and shall continue automatically thereafter for annual period of one (1) year, unless either party 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 ~~29:04~~ **21:01**, such negotiations shall commence within fifteen (15) days thereafter or such other date as the parties may mutually agree.

For the University

  
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For the Union

  
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April 18, 2024.



**LETTER OF INTENT: CHANGE IN RESIDENCE DON/COMMUNITY ASSISTANT 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/Community Assistant who have interrelated statuses as employees, students and residents who work, study and live in residence communities.**

**In situations where a Residence Don/Community Assistant ceases to be employed as a Residence Don/Community Assistant 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.**

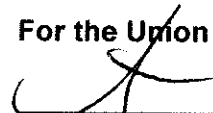

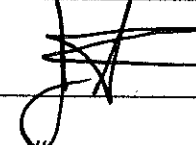
**Yours truly,**

**Alex Brat**  
**Senior Executive Director, Labour Relations**

**For the University**

  
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**For the Union**

  
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*April 18, 2024.*

**LETTER OF UNDERSTANDING: EMPLOYMENT IN A RECREATIONAL PROGRAM**

**September 23, 2021 DATE**

**Mary Lou Scott Colleen Burke**

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

Dear Ms. **Scott Burke**,

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

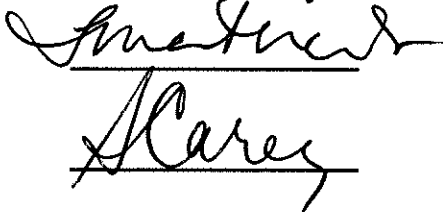
The University and the Union agree that Residence Dons, ~~Lead Dons~~, and ~~Head Dons~~ **Community Assistants** are students employed in a recreational program operated by the Governing Council of the University of Toronto, which is a charitable organization registered under Part I of the *Income Tax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

Yours truly,

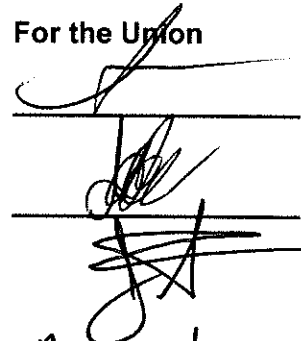


Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



April 18, 2024.

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*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: OVERPAYMENT ISSUES**

**DATE**



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

**Dear Ms. Burke,**

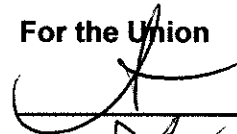
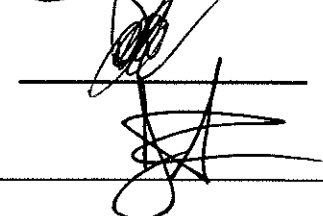
**Within sixty (60) days of the ratification of this collective agreement, the University and the Union agree to meet at a Labour Management Committee meeting to discuss overpayment issues experienced by Residence Dons, and potential means of mitigating such issues.**

**The parties further agree that overpayment issues will be a standing agenda item for the Labour Management Committee during the term of this collective agreement.**

For the University

  
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For the Union

  
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April 18, 2024.

University of Toronto  
April 18, 2024

**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/Community Assistant 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,**

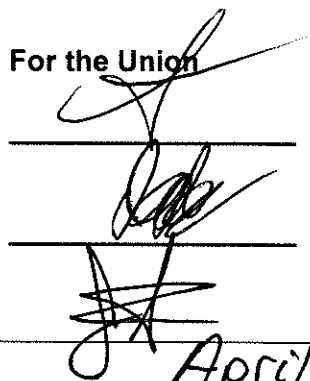
**Alex Brat**  
**Senior Executive Director, Labour Relations**

For the University



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For the Union



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April 18, 2024.

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**LETTER OF UNDERSTANDING: WINTER BREAK**

**DATE**

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

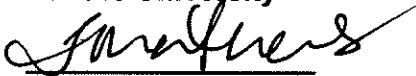
**Dear Ms. Burke,**

**As a result of discussions in the most recent round of collective bargaining, this letter confirms that University of Toronto Mississauga Residence Dons shall not be required to remain in residence over the Winter Break.**

**Yours truly,**

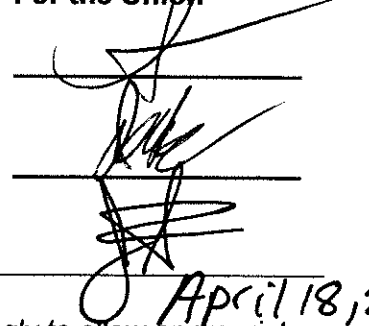
**Alex Brat**  
**Senior Executive Director, Labour Relations**

For the University



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For the Union



April 18, 2024.

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