

Residence Dons Unit

Contract 2025-2027









TENTATIVE AGREEMENT HIGHLIGHTS

A SECOND CONTRACT FOR RESIDENCE DONS AND RESIDENT ADVISORS

UNIT PRESIDENT'S MESSAGE

Dear Colleagues,

In 2021, Residence Dons ratified our first Collective Agreement with USW Local 1998. After months of member consultation, preparation, and bargaining with the University, a tentative agreement has been reached for a first renewal of our Collective Agreement. Your USW bargaining committee 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, 2027.

The tentative agreement includes significant changes to the compensation system for dons provided with a meal plan, compensation increases for stipend dons/CAs/RAs and for the August/Spring training period, and other terms of employment improvements. For members at Chestnut Grad House, University Family Housing, and UTM, separate appendixes have been

maintained for matters that pertain to your specific units.

The significant changes won in this round of bargaining would not have been possible without the support and hard work of your bargaining committee, who put in countless hours of preparatory work, in addition to many hours at the bargaining table. In addition, the unprecedented solidarity showed by all our members across the unit sent a strong message to management and proved invaluable at the bargaining table. Returning Dons, your continued solidarity over the next year and beyond, will help ensure a strong foundation remains for our unit's next round of bargaining. To those of us graduating, I wish you all the best as you begin this next phase of your life.

Yours in solidarity,

Jake Pereira USW Local 1998, Dons Unit President

HIGHLIGHTS

PRESIDENT'S MESSAGE

Dear Colleagues,

In addition to across-the-board compensation increases, the tentative agreement that you will be considering for ratification includes other changes to compensation that will significantly reduce the amount of money members with meal plans owe the University. There is also a provision that will see the University make a \$30,000 payment to the Union for the purpose of reducing the amounts owed to the University by members with meal plans in the current academic year. There are significant increases in compensation for work done during the winter break and new language that will see no charge for accommodation during the winter break for members who work any part of the break.

The success achieved in this round of bargaining was, in large part, the result of the hard work put in by your negotiating team of Damola Dina, Owen Hill, Jack Lewandowski, Jennifer Li, Piya Sharma, Jake Pereira and Colleen Burke (USW Staff Representative). The union solidarity demonstrated by the Unit's members created strength that contributed 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: John Ankenman, Piya Sharma, Colleen Burke, Jake Pereira, Damola Dina, Jack Lewandowski, Jennifer Li and Owen Hill



HIGHLIGHTS OF THE AGREEMENT

STRUCTURAL CHANGES TO COMPENSATION

The Union heard from Dons with meal plans that, under the current compensation structure, they have had difficulty paying the University the amount of money they owe at the end of the academic year. As a result, the Union has negotiated structural changes to the compensation provisions of the collective agreement that should significantly reduce the amount Dons with meal plans owe to the University, making it very likely that no amount will be owing at the end of the year.

All Residences (except Family Housing)

- The current 25% discount on the value of a standard single room fee will be increased to 50%. This will significantly reduce the amount Dons must contribute to employment insurance (EI) and the Canada Pension Plan (CPP) through statutory deductions.
- No matter what type of residence room a Don lives in, they will continue to be paid for and have deducted from their bank account, the amount that a standard single room costs.
- Currently, when the University deducts the cost of room and meal plan (if applicable) from
 your stipend, they don't deduct as much as they can on each pay cheque. This practice of
 applying a 20% buffer to the room and meal plan statutory deductions leads to Dons owing
 more money to the University at the end of the academic year. The buffer will be eliminated,
 so each month more of a Don's pay will go to paying off money owed for statutory deductions
 and they will owe less money at the end of the academic year.

Residences with Meal Plans

- The University will continue to pay meal plan stipends based on the most costly meal plan even when a Don chooses a lower cost meal plan.
- Instead of the current automatic deductions for meal plans, Dons will choose between paying for their meal plan up front or in separate monthly installments. Because Dons are paying for their meal plan as they go, they will not be billed for the meal plan at the end of the year. Throughout the year, Dons will have a clear idea of what they owe on the meal plan.

\$30,000 to be Distributed to Assist Members Who Owe Money to the University Related to Their Meal Plans (New College, University College & Chestnut Residence)

The University will provide the Union with a one-time only payment of \$30,000 on May 1, 2025 for the purpose of assisting members of the bargaining unit who, at the end of the 2024/2025 academic year, owe the University money for their meal plan costs. The Union will establish criteria that will be used to determine which members who owe money to the University will receive a payment from the fund and how much they will receive. The Union will report the payments to the University.



COMPENSATION IMPROVEMENTS

IMPROVEMENTS APPLICABLE TO ALL ST. GEORGE CAMPUS RESIDENCES (EXCEPT FAMILY HOUSING)

Increase in the training stipend by:

2% as of January 1, 20251.8% as of January 1, 20261.8% as of January 1, 2027

- During the annual winter holiday closure period, pay for work scheduled on days other than Christmas Day, Boxing Day and New Year's Day will be increased from \$102.01 (\$101 at UTM) per day to \$150 per day.
- During the annual winter holiday closure period, pay for work scheduled on Christmas Day, Boxing Day and New Year's Day will be increased from \$153.02 (\$151.50 at UTM) per day to \$200 per day.
- NEW: Scheduled Work on days other than Christmas Day, Boxing Day and New Year's Day that includes approved programming will be paid at the rate of \$175 per day.

IMPROVEMENTS SPECIFIC TO INNIS, WOODSWORTH AND GRADUATE HOUSE (RESIDENCES WITH NO MEAL PLAN)

In residences where no meal plan is available and/or no meals are provided, the stipend will be increased by:

2% as of January 1, 20251.8% as of January 1, 20261.8% as of January 1, 2027

IMPROVEMENTS SPECIFIC TO CHESTNUT RESIDENCE, NEW COLLEGE, UNIVERSITY COLLEGE (RESIDENCES WITH A MEAL PLAN)

The University will continue to pay meal plan stipends based on the most costly meal plan. Dons can choose a lower cost meal plan while receiving the meal stipend that is equivalent to the cost of the highest meal plan. See previous page for important structural improvements regarding meal plans and deductions.



IMPROVEMENTS SPECIFIC TO UNIVERSITY FAMILY HOUSING

Increase in the annual salary stipend and the training stipend by:

2% as of January 1, 2025 1.8% as of January 1, 2026 1.8% as of January 1, 2027

IMPROVEMENTS SPECIFIC TO UTM RESIDENCES

The stipend will be increased by:

1.2% as of January 1, 20251.8% as of January 1, 20261.8% as of January 1, 2027

The training stipend will be increased by:

1.2% as of January 1, 2025 1.8% as of January 1, 2026 1.8% as of January 1, 2027

UTM has the same increase for Winter Donning as negotiated for the other residences as follows:

- During the annual winter holiday closure period, pay for work scheduled on days other than Christmas Day, Boxing Day and New Year's Day will be increased from \$101 per day to \$150 per day.
- During the annual winter holiday closure period, pay for work scheduled on Christmas Day, Boxing Day and New Year's Day will be increased from \$151.50 per day to \$200 per day.
- NEW: Scheduled Work on days other than Christmas Day, Boxing Day and New Year's Day that includes approved programming will be paid at the rate of \$175 per day.



Wage increases Jai	nuary 1 2025	-December 3	1 2027
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Wage increases January 1 202	5 -December 31 2027			
Stipends				
	Current Rate	Jan 01 2025	Jan 01 2026	Jan 01 2027
		2%	1.80%	1.80%
Innis	459.04	468.22	476.65	485.23
	monthly (pro-rated for partial months)			
Woodsworth	459.04	468.22	476.65	485.23
	monthly (pro-rated for partial months)			
Grad House	362.50	369.75	376.41	383.19
	monthly (pro-rated for partial months)			i
University Family Housing	10300.00	10506.00	10695.11	10887.62
	annually			i
UTM	Current Rate	Jan 01 2025	Jan 01 2026	Jan 01 2027
		1%	1.80%	1.80%
	500.00	506.00	515.11	524.38
	monthly (pro-rated for partial months)			
Training Stipend	Current Rate	Jan 01 2025	Jan 01 2026	Jan 01 2027
-		2%	1.80%	1.80%
Colleges	510.05	520.25	529.61	539.14
Chestnut/UTM/Grad/Family	500.00	510.00	519.18	528.53
Winter Don Work Stipend	Current Rate	Jan 01 2025	Jan 01 2026	Jan 01 2027
Colleges	102,01	150.00	150.00	150.00
	for work on days that are not statuatory holidays			
	new rate for for days with approved programmin		175.00	175.00
	153.02	200.00	200.00	200.00
	for work on statuatory holidays			
Chestnut	100.00	150.00	150.00	150.00
	for work on days that are not statuatory holidays		1 230.00	133.00
	new rate for for days with approved programmin		175.00	175.00
	150.00	8 275.00	1 273.00	173.00
	for work on statuatory holidays	200.00	200.00	200.00
Grad House	100.00	150.00	150.00	150.00
Grad Frodse	for work on days that are not statuatory holidays		130.00	130.00
	125.00	175.00	175.00	175.00
	for days with approved programming	173.00	173.00	173.00
	150.00	200.00	200.00	200.00
	for work on statuatory holidays	200.00	200.00	200.00
UTM	101.00	150.00	150.00	150.00
O 1141	for work on days that are not statuatory holidays		130.00	130.00
	new rate for for days with approved programmin		175.00	175.00
	151.50	200.00	200.00	200.00
	for work on statuatory holidays			



NON-MONETARY IMPROVEMENTS

TIME OFF WORK PROTECTED (CHESTNUT RESIDENCE, GRADUATE HOUSE & FAMILY HOUSING ONLY)

During the past year, management unilaterally changed the time off work policies in the Chestnut, Graduate House and Family Housing residences. In this round of bargaining, the Union was able to negotiate into the collective agreement the time off work policies that had been in place in those residences before management implemented their negative changes.

WORK DURING THE WINTER BREAK

- A new Letter of Understanding will be included in the collective agreement that provides for a process to ensure adequate staffing levels in residences during the annual winter break. The first step of the process involves management requesting volunteers. If not enough Dons/Resident Advisors volunteer, management will assign shifts by reverse seniority, with the Dons/Residence Advisors having the least amount of seniority being assigned a shift first. The Letter of Understanding commits management to, subject to operational requirements, allowing trained and qualified staff to trade and/or transfer shifts with a Don/Residence Advisor who is scheduled to work during the winter break.
- The Letter ensures that a Don/Residence Advisor who works any part of a winter break will not be charged for their room during the break. The Letter states that management will allow each Don/Residence Advisor to have at least one guest to visit during the winter break, including overnight visits.

JOB SECURITY AND RE-HIRING

- Job security will be enhanced for two years after a member's initial term as a Don. New language states that when a member satisfactorily completes a term of employment they shall be offered the same position, if it still exists, at the same residence for the start of the next academic year. This provision can be implemented a maximum of two times. It will replace the current rehiring process that is based on a returning member having the weaker right to be rehired based on having preference in the hiring process. Under the new process, when a member has used their two opportunities to be rehired without having to compete for their job, they can apply for a Don position without special consideration of any kind.
- If a member has been a Head/Lead Don, LLC Don or Community Assistant and their position is replaced by a Don position, the member shall be offered the Don position, in keeping with the other provisions of collective agreement Article 12.
- A Head/Lead Don, LLC Don or Community Assistant can ask to be considered for a regular don position without having to redo the entire hiring process, provided a vacancy exists and in keeping with the other provisions of Article 12.

HIGHLIGHTS

- Conditional offers of employment for the next academic year will be made no later than March 31 and will be conditional on a member satisfactorily completing their current term. A member who has satisfactorily completed their term of employment will be notified of that no later than the end of the term (by May 31 for Graduate House members and by July 31 for Family Housing members). A member who receives a conditional offer of employment for the next academic year but does not satisfactorily complete their current term of employment will be notified of that no later than the end of the term (by May 31 for Graduate House members and by July 31 for Family Housing members). A member who does not receive a conditional offer of employment for the next academic year but satisfactorily completes their current term of employment may, by no later than the end of the term (by May 31 for Graduate House members and by July 31 for Family Housing members), be offered employment in the next academic year if a there is a vacant position. Management can provide a member with a conditional or confirmed offer of employment before the aforementioned deadlines.
- A member who is eligible to receive an offer of employment for the next academic year may defer their offer for one year for the purpose of enrolment in a Co-op Program or a Professional Experience Year or a Study Abroad program. This provision will be conditional based on a job vacancy being available and it is retroactive to January 1, 2025. A member who defers an offer of rehiring must notify management by February 1 that they intend to return to their deferred position.

BETTER PROTECTIONS FOR DONS IN THE DISCIPLINARY PROCESS

- Members who are required to attend an investigation meeting that could lead to discipline will
 have the right to have a union representative present in the meeting.
- A member who is not rehired may be placed in a pool for unanticipated vacancies which
 occur during the relevant academic session. This will enable a pool of people who could
 backfill a position if a Don leaves mid-year.
- There is new language that clarifies the purpose of coaching letters and that will obligate the University to remove from a member's personnel file a coaching letter after the recipient has worked twelve since the issuance of the letter.

OTHER IMPROVEMENTS

- Dons in the Colleges now have a ten-minute radius when they are on-call.
- Dons in the Colleges whose CPR/First Aid certification lapses during the term of employment will now have certification provided by the University. This provision already existed for Dons in Operations and at UTM.



- Improvements to the medical accommodation process include language that obligates
 the University to cover the costs of all medical documentation they request after the initial
 medical is provided by the member. There is also a new provision enabling the sharing of
 documentation between Accessibility Services and Health and Wellbeing if the member
 consents.
- The grievance procedure will be streamlined.
- A new provision will allow members to be on unpaid leave to attend union courses and conferences. Members will be compensated by the Local according to Article 6 of the Local's bylaws.
- Where a member does not have a space outside of their bedroom to meet with students as part of their job duties, there is new language that indicates the University will endeavour to provide the member with a suitable alternative meeting space within the residence

IMPORTANT NOTE: Unless specifically noted as being retroactive, all changes to the collective agreement, including improvements to compensation, will be implemented on a go-forward basis.

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 Thursday, April 3 at 10:00 pm until Sunday, April 6 at 11:59 pm.

You will receive your unique electronic ballot by email on Thursday, April 3 at 10:00 pm.

If you do not see the email in your inbox by 10:15 p.m. on April 3, please check your 'other' inbox and/or your 'junk mail' file. If you still cannot find the email, please send an email to info@usw1998.ca

HIGHLIGHTS

United We Bargain, Together We Win!





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



TUESDAY MARCH 25, 2025 @ 11:30PM WITHDRAWN IF NOT ACCEPTED BY MARCH 26, 2025 AT 12:30AM

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

(hereinafter referred to as "the University")

-and-

THE UNITED STEELWORKERS, LOCAL 1998:

- "College Residence Dons" Bargaining Unit
- "Chelsea Hotel Temporary Student Residence Residence Dons" Bargaining Unit
- "Chestnut Residence and Conference Centre Residence Dons" Bargaining Unit
 - "Graduate House Residence Residence Advisors" Bargaining Unit
 - "University Family Housing Residence Advisors" Bargaining Unit
 - "University of Toronto Mississauga Residence Dons" Bargaining Unit (hereinafter called "the Union")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

- 1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend for ratification a renewal collective agreement on the terms and conditions set out herein.
- 2. The term of the renewal collective agreement shall be from January 1, 2025 to December 31, 2027.
- 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 43 are incorporated.

FOR THE UNIVERSITY

FOR THE/UNION

DAY OF MARCH 2025.



SETTLEMENT:

- All previously agreed-to language
- · All proposals as attached to this document
- All other proposals not expressly agreed upon are withdrawn
- · No provisions are retroactive unless expressly indicated
- The term of the agreement shall be from January 1, 2025 to December 31, 2027

ARTICLE 18 - WAGES, BENEFITS AND DEDUCTIONS

- "College Residence Dons" Bargaining Unit, "Chestnut Residence and Conference Centre – Residence Dons" Bargaining Unit, "Graduate House Residence – Residence Advisors" Bargaining Unit, and the "University of Toronto Mississauga – Residence Dons" Bargaining Unit (for clarity, item 1 below does not include the "University Family Housing – Residence Advisors" Bargaining Unit)
 - 1) Update Article 18:01 to replace <u>seventy-five percent (75%)</u> with <u>fifty per cent (50%)</u> of the fee for a standard single room
- "College Residence Dons" Bargaining Unit, and "Chestnut Residence and Conference Centre – Residence Dons" Bargaining Unit (for clarity, item 2 below does not include the "University Family Housing – Residence Advisors" Bargaining Unit, "Graduate House Residence – Residence Advisors" Bargaining Unit, and the "University of Toronto Mississauga – Residence Dons" Bargaining Unit)
 - 2) Modify Article 18:04 accordingly, as follows:
 - equal to fifty per cent (50%) of the fee for a standard single room and one hundred per cent (100%) of the fee for their chosen meal plan. For clarity, where the purchase of a meal plan is mandatory, employees are required to purchase a meal plan as a condition of their employment. The Employer shall establish a monthly payment plan for the mandatory purchase of the meal plan by employees. Monthly balance information in respect of the employee's mandatory meal plan purchase shall be made available to the employee. Residence Dons Furthermore, employees shall, as a condition of employment, consent to a deduction from their monthly wage instalments set out in Article 18.01 for equal to fifty per cent (50%) of the fee for a standard single a room, and one hundred per cent (100%) of the fee for the highest level a meal plan, if any. Such deduction shall not exceed the amount of the gross monthly wages provided for in Article 18:01. the amount of the gross monthly wages provided for in Article 18:01.



ACROSS THE BOARD (ATB) INCREASES – retroactivity, if any, shall be limited to employees actively employed in the bargaining unit on the date of ratification.

"College Residence Dons" Bargaining Unit

 When no meal plan is available and/or no meals are provided, increase the meal stipend in Article 18:02 as follows:

	Effective January 1, 2025	<u>2.0%</u>
	Effective January 1, 2026	<u>1.8%</u>
=	Effective January 1, 2027	<u>1.8%</u>

- When a meal plan is available and/or meals are provided, introduce a new meal stipend equivalent to the cost of the highest cost meal plan available.
 - Remove "one hundred per cent (100%) of the fee for the highest level meal plan" from Article 18:01
- o Increase the training stipend in Article 18:03 as follows:

	Effective January 1, 2025	<u>2.0%</u>
	Effective January 1, 2026	<u>1.8%</u>
-	Effective January 1, 2027	1.8%

- o <u>Increase the wage rate in Article 18:08 during the University's winter holiday</u> closure period to:
 - * \$150.00, less applicable deductions, per day of work other than on statutory holidays
 - *NEW* \$175.00, less applicable deductions for work on a day with approved programming
 - \$200.00, less applicable deductions for working on statutory holidays (i.e., Christmas Day, Boxing Day, and New Years Day)
 - For clarity, each of the above rates of pay is mutually exclusive and there shall be no pyramiding of any of the above rates of pay.

"Chestnut Residence and Conference Centre – Residence Dons" Bargaining Unit

- o Introduce new meal stipend equivalent to the cost of the highest meal plan available.
 - Remove "one hundred per cent (100%) of the fee for the highest level meal plan" from Article 18:01
- o Increase the training stipend in Article 18:02 as follows:

•	Effective January 1, 2025	<u>2.0%</u>
•	Effective January 1, 2026	<u>1.8%</u>
•	Effective January 1, 2027	1.8%

- o <u>Increase the wage rate in Article 18:07 during the University's winter holiday</u> closure period to:
 - \$150.00, less applicable deductions, per day of work other than on statutory holidays
 - *NEW* \$175.00, less applicable deductions for work on a day with approved programming
 - \$200.00, less applicable deductions for working on statutory holidays (i.e., Christmas Day, Boxing Day, and New Years Day)



- For clarity, each of the above rates of pay is mutually exclusive and there shall be no pyramiding of any of the above rates of pay.
- "Graduate House Residence Residence Advisors" Bargaining Unit
 - o Increase the meal stipend in Article 18:02, the training stipend in Article 18:03 as follows:

Effective January 1, 2025
 Effective January 1, 2026
 Effective January 1, 2027
 1.8%
 1.8%

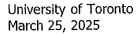
- o <u>Increase the wage rate in Article 18:08 during the University's winter holiday</u> closure period to:
 - \$150.00, less applicable deductions, per day of work other than on statutory holidays
 - * \$175.00, less applicable deductions for work on a day with approved programming
 - \$200.00, less applicable deductions for working on statutory holidays (i.e., Christmas Day, Boxing Day, and New Years Day)
 - For clarity, each of the above rates of pay is mutually exclusive and there shall be no pyramiding of any of the above rates of pay.
- "University Family Housing Residence Advisors" Bargaining Unit
 - Increase the annual salary in Article 18:01, and the training stipend in Article 18:03 as follows:

Effective January 1, 2025
 Effective January 1, 2026
 Effective January 1, 2027
 1.8%

- "University of Toronto Mississauga Residence Dons" Bargaining Unit.
 - Increase the meal stipend in Article 18:02, the training stipend in Article 18:03 as follows:

Effective January 1, 2025
 Effective January 1, 2026
 Effective January 1, 2027
 1.8%
 1.8%

- Increase the wage rate in Article 18:08 during the University's winter holiday closure period to:
 - \$150.00, less applicable deductions, per day of work other than on statutory holidays
 - *NEW* \$175.00, less applicable deductions for work on a day with approved programming
 - \$200.00, less applicable deductions for working on statutory holidays (i.e., Christmas Day, Boxing Day, and New Years Day)
 - For clarity, each of the above rates of pay is mutually exclusive and there shall be no pyramiding of any of the above rates of pay.



11:30 PM



EXCEPTIONAL ONE TIME ONLY (OTO) SPECIAL CIRCUMSTANCES FUND

During the 2025 round of collective bargaining, the University and the Union identified unintended consequences that had occurred as a result of the compensation structure established in the first collective agreement. Accordingly, the University agreed to provide the Union with a one time only lump sum payment of \$30,000 on May 1, 2025, for the purpose of assisting employees in the bargaining unit active on the date of ratification who owe the University money resulting from the implementation of the first collective agreement. It is understood and agreed that the Union shall establish an equitable process for determining how such funds are allocated for repayment to the University of the monies owing by the affected employees. Furthermore the Union shall provide the University with an audited statement detailing how the funds were disbursed by December 31, 2025.



University of Toronto February 26, 2025

Labour/Management Committee

The University and the Union acknowledge the mutual benefit of open two-way 3:14 communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of four (4) six (6) representatives from the University and four (4) six (6) representatives selected by the Union, one (1) of which shall be the Local Union President 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,

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

University of Toronto February 26, 2025

ARTICLE 7: UNION REPRESENTATION

7:01 The University acknowledges the right of the Union to appoint or otherwise select, from among the members of the bargaining unit, and a Unit President, and one (1) steward per College, and one (1) steward to be selected from each of University Family Housing, Chestnut Residence and Conference Centre, Chelsea Hotel Temporary Student 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 (8) eleven (11) stewards, for the purpose of representing employees in the handling of grievances.

For the University

For the Union

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



University of Toronto February 25, 2025

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 Unjon

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

University of Toronto March 12, 2025

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 Resources Officer representative or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the appropriate Human Resources 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



University of Toronto March 12, 2025

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



University of Toronto March 12, 2025

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 March 12, 2025

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

For the Union

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



University of Toronto February 26, 2025

ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

10:02

- (a) An employee who will be disciplined or discharged for cause, i.e. not terminated in accordance with the terms of the employee's contract or letter of employment, while at work, will be notified of their right to have a Union Steward attend such a meeting in which such discipline or discharge will be issued. If the employee requests representation by a Union Steward, the supervisor will send for their Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay.
- (b) Where an employee is required by their supervisor to participate in a meeting to investigate a matter which will likely lead to disciplinary action, the employee will be notified of their right to have a Union Steward attend such a meeting. If the employee requests representation by a Union Steward, the University will send for a Union Steward without undue delay and without further discussion of the matter with the employee concerned. If requested, the Union shall send a Steward or other authorized Union Representative immediately and without undue delay. The University will inform the employee of the day, time, location, and general purpose of the meeting.

For the University

For the Union

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



University of Toronto February 26, 2025

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.

For the University

For the Union

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



University of Toronto March 11, 2025

ARTICLE 13: LEAVES OF ABSENCE

Union Convention or Conference leave

13:0X 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

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

University of Toronto March 11, 2025

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

For the Union

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



University of Toronto March 19, 2025

ARTICLE 17: HEALTH AND SAFETY

Accommodation / Return to Work

- 17:09 The University recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.
 - (a) The University agrees to recognize and, to the extent outlined in this article, to deal with one (1) of the three (3) members of the Union Accommodation Committee as determined under Article 20:06(a) of the USW Staff-Appointed Collective Agreement. This representative may deal with accommodation issues involving those employed under this Collective Agreement.
 - Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union may assign a member of the <u>Union</u> Accommodation Committee to represent the employee. The University <u>or the union</u> may also request that the Union appoint a meeting with a member of the <u>Union</u> Accommodation Committee to participate in discussions regarding a particular case <u>discuss</u> an ongoing accommodation case in a collaborative and cooperative manner-before a dispute arises. The University shall notify employees who require accommodation and/or are returning to work from a leave that was due to disability of their right to <u>Union</u> representation.
 - (c) With the written consent of the employee, the member of the Accommodation Committee shall have access to any relevant medical information related to the accommodation and/or return to work of the employee. Where an employee has submitted medical documentation to Accessibility Services regarding a disability and gives written consent to Health & Well-being, medical documentation may be requested directly from Accessibility Services by Health & Well-being.
 - (d) Where the University proposes a particular measure of accommodation, or does not adopt a proposal by an employee or the Union of a particular measure of accommodation, the University shall provide the designated Union Representative with the reasons for the proposal or denial at the Union's request.
 - (e) (d)-The member of the Accommodation Committee will suffer no loss of straight-time pay when meeting with the University on accommodation and/or return to work issues, or for time necessarily spent in the handling of grievances where the committee member is acting in place of a Union Steward.



University of Toronto March 19, 2025

- (f) (e) Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.
- (g) The employee will be reimbursed for all medical reports related to accommodation that the University may request subsequent to the initially completed University of Toronto Medical Report.

 Reimbursement will be up to the amount as outlined in the Ontario Medical Association's Guidelines.

For the University

For the Union

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



University of Toronto March 12, 2025

ARTICLE 20: GENERAL

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, department, lob title, gross pay in the pay period, personnel number where available, 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

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.



University of Toronto March 18, 2025

ARTICLE X: COACHING LETTERS

XX:XX

The University and the Union recognize that coaching letters are a non-disciplinary method of addressing concerns with an employee. For clarity, coaching letters shall not form a step in the progressive discipline process and shall not be relied upon to increase the severity of discipline imposed.

Coaching letters shall be removed from the employee's file after twelve (12) months of active employment (i.e., months actually at work at the University in this bargaining unit) have elapsed since the date of issue. For clarity a new coaching letter may be issued at any time.

All coaching letters shall be clearly identified as such in the subject line of the letter and shall be copied to the union.

For the University

For the Union

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

University of Toronto March 25, 2025

ARTICLE 21: TERMINATION

21:01 This Agreement shall be effective from January 1, 202**25** or the date of ratification by both parties, whichever is later, and shall continue in effect up to and including December 31, 202**47**, 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.

For the University

For the Union

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



The University and the Union agree to RENEW, AMEND or DELETE as specified below the following Letters of Agreement/Understanding/Intent for the term of the renewal Collective Agreement:

	Colleges	Operations	UTM	
Letter of Understanding: Domestic Violence	RENEW	RENEW	RENEW	
Letter of Intent: Impacts on OSAP Eligibility	<u>DELETE</u>	<u>N/A</u>	<u>N/A</u>	
Letter of Understanding: Employment in a	AMEND	AMEND	<u>AMEND</u>	
Recreational Program				
Letter of Intent: Expense Reimbursement	RENEW	RENEW	RENEW	
Letter of Understanding: Bill 124 - Moderation Period	<u>DELETE</u>	DELETE	<u>N/A</u>	
Letter of Intent: EDIA Training	RENEW	RENEW	RENEW	
Letter of Intent: Residence Don Meeting Space	RENEW	RENEW	RENEW	4
Letter of Intent: Change in Status	NEW	AMEND	AMEND	1
Letter of Intent: Overpayment Issues	N/A	<u>N/A</u>	TBD VOAD	WX
Letter of Intent: CPR and First Aid Training	<u>NEW</u>	AMEND	AMEND	F

For the Union

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



University of Toronto March 21, 2025

LETTER OF UNDERSTANDING: EMPLOYMENT IN A RECREATIONAL PROGRAM

[DATE]

Colleen Burke Staff Representative United Steelworkers 25 Cecil Street Toronto, Ontario M5T1N1

Dear Ms. Burke,

Residence life is much more than a place to live, and Residence Dons, Residence Advisors, Lead Dons, Head Dons, Community Advisors, and Community Assistants are fundamental in providing a rich co-curricular experience. Residence Dons, and Community Advisors provide a These employees 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 these-employees in the bargaining unit
Residence Dens, and Community Advisors 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 Dens, and Community Advisors these-employees 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 these-employees Residence Dons, and
Community Advisors 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,

<u>Alex Brat</u>
<u>Senior Executive Director, Labour Relations</u>

For the University

UofT & USW Local 1998 - College Residences/Chestnut/Graduate House/University Family Housing/UTM

For the Union

University of Toronto March 20, 2025



LETTER OF INTENT: RESIDENCE DON MEETING SPACE

Residence Don's bedroom where the Residence Don employee has another room or where the College residence has identified a suitable alternative meeting location. The residence will endeavour to provide employees with access to a suitable alternative meeting location(s) within the space available to the Residence where required for the fulfillment of their duties.

For the University

For the Union

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



LETTER OF INTENT: CHANGE IN STATUS

DATE

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

Dear Ms. Burke,

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

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

Yours truly,

Alex Brat

Senior Executive Director, Labour Relations

For the University

For the/Union

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

University of Toronto March 21, 2025

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 <u>bargaining unit employee</u> Residence Don/Advisor who works in a position that requires certification in first aid and/or CPR and whose certification lapses during the course of a term of employment.

Yours truly,

Alex Brat Senior Executive Director, Labour Relations

For the University

For the Union

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

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

UofT & USW Local 1998 - College Residences/Chestnut/Graduate House/University Family Housing/UTM



LETTER OF UNDERSTANDING: TIME OFF

During negotiations for a first collective agreement in 2023, it was the intention of the University and the Union to maintain status quo with respect to time off without loss of compensation that had been previously provided to Residence Dons and Advisors in Chestnut Residence and Conference Centre, Graduate House Residence, and University Family Housing.

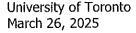
This letter confirms the following:

- Residence Dons in Chestnut Residence and Conference Centre may continue to make time off requests related to academic pursuits (i.e. conferences and field work) which will, as far as is reasonable, be accommodated by the University. Requests should not exceed five (5) days per contract year and must receive prior written approval from their supervisor. Dons may also have one (1) weekend (Friday to Sunday) per month away from the residence. Each Don may also take up to five (5) days per contract year of holiday/personal time during the year with prior written approval from their supervisor.
- Subject to operational requirements, Residence Advisors in Graduate House Residence will receive time off without loss of compensation during the period when the University is closed in December/January. Residence Advisors in Graduate House may continue to request up to two (2) weeks off per term, for a maximum of 6 weeks off per contract year. For clarity, this is in addition to time off as a result of the winter break.
- Residence Advisors in University Family Housing are eligible for up to twenty-four (24) days of time away without loss of compensation per contract year. For clarity, the twenty-four (24) days is inclusive of the December/January winter closure period.

For clarity, such requests shall be submitted to the employee's supervisor in writing, and are subject to operational requirements and management approval.

If the University and the Union negotiate alternative entitlements under the Collective Agreement in a future round of collective bargaining, it is understood and agreed that either the University or the Union may terminate this letter.

For clarity, employees taking approved time away in accordance with this Letter of Understanding do so with no loss of compensation and will receive no monetary compensation.





For the University

For the Union

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



LETTER OF UNDERSTANDING: WINTER BREAK

During the 2025 round of collective bargaining, it was agreed that employees may be scheduled to work during all or any part of the Winter Break. A minimum number of employees, as determined by the University in their sole discretion, will be scheduled to cover Don shifts.

Any such scheduling process will commence with a request for volunteers. In the event there are insufficient volunteers to meet operational requirements during the Winter Break, employees will be required and scheduled to work. This does not preclude the University from scheduling non-bargaining unit employees to cover Don shifts during the Winter Break. Where employees are required and scheduled to work, employees will be assigned with the shortest service first. If length of service is identical, employees will be assigned to work based on a lottery system. In the event that there are more volunteers than required, employees will be assigned and scheduled to work on a first-come, first-served basis. This entire process will be concluded and employees will be informed of their schedules no later than November 1 of each year.

Subject to operational requirements and management approval, the University will allow trained and qualified employees to trade and/or transfer scheduled shifts.

It is understood and agreed that each Residence shall allow each employee at least one (1) guest to visit during the winter break, including overnight visits. Such visits will be subject to the applicable rules established and communicated by each Residence.

Employees who are scheduled to work and perform work during all or any part of the Winter Break will not be charged for remaining in residence during the Winter Break.

For the University

For the Union



University of Toronto March 26, 2025

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

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ARTICLE 12: Staffing Related Issues

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

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

Postings

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

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

Each job posting shall include the following:

- Job title
- · Brief summary of the core duties
- On-call expectations
- Anticipated dates of mandatory training (if known at the time of the posting)
- Qualifications for the position
- Compensation
- Term of the employment contract
- Residence name
- Date of posting and expiration date

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



Hiring

12:03 (a) When an Residence Don employee has satisfactorily completed a term of employment, they shall be given preference in hiring for offered the same position at the same college residence where they were employed at for the start of the next academic session, provided they continue to meet the conditions set out in Article 12:01 of this Collective Agreement and a vacancy exists in the residence. Offers made under this Article 12:03 (a) shall be limited to a maximum of two (2) offers in total, and shall not be re-instituted once an employee has been employed for a maximum of three (3) academic sessions.

In the event that an employee has held the position of a Head/Lead Don, LLC Don or Community Assistant and that position is replaced by a Residence Don position, that employee shall be offered the role, according to the conditions in this Article 12:03 (a).

Employees who have exhausted their entitlements under this Article in any residence, may apply to posted vacant positions but may not be given any preference in hiring over new or any other applicants who may have preference in hiring over employees who have exhausted their entitlements in any residence as set out above.

Satisfactory completion of a term of employment shall be assessed by the <u>supervisor College where the Residence Don is employed</u> and conveyed in writing to the employee as part of <u>that the employee's</u> performance review process <u>for Residence Dons. Offers of employment for the next academic session shall be conditional on the satisfactory completion of the current term of employment, as set out above, and will be made to employees no <u>later than March 31. Where a conditional offer is not provided, the supervisor will provide feedback to the employee on the performance concerns.</u></u>

- i. An employee who has satisfactorily completed their term of employment will be notified no later than the end of the term of employment.
- ii. An employee who receives a conditional offer of employment and does not satisfactorily complete their term of employment will be notified and provided feedback to the employee on the performance concerns no later than the end of the term of employment, and their conditional offer shall be rescinded.
- iii. An employee who did not receive a conditional offer of employment by March 31, may be provided an offer of employment by the end of the



term of employment upon satisfactory completion of their current term of employment provided a vacancy continues to exist in the residence.

For clarity, nothing in this Article shall preclude the University from providing an employee with a conditional or confirmed offer of employment at any time prior to the dates set out above.

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

A Head/Lead Don, LLC Don or Community Assistant who has received an offer may request to be alternatively considered for a residence Don position. Such requests may be considered at the University's sole discretion.

- (b) An employee who is eligible for an offer of employment in accordance with Article 12:03 (a), may defer their offer for one (1) year, for the purpose of enrolment in a Co-op Program, Professional Experience Year, or Study Abroad program. Such deferral is subject to the existence of a vacancy in the residence for the academic session immediately following the one (1) year deferral. The student shall notify the University no later than February 1 whether they intend to return to the deferred position following the end of the one (1) year deferral. The University will then inform the student by March 31 if there continues to be a vacancy. For clarity, students who are enrolled in a Co-op Program, Professional Experience Year or Study Abroad program are ineligible for a bargaining unit position during the academic session in which they are participating in their Co-op term(s), Professional Experience Year or Study Abroad term(s). This provision is retroactive to January 1, 2025.
- (c) The term "academic session" is defined as that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of final examinations (usually in April). For clarity, the term "academic session" does not reference or include the summer session (usually May to August).
- 12:04 In addition to the conditions set out in Article 12:01, the University shall select successful qualified applicants for posted vacant positions by taking into consideration the applicants' availability for hours of work, skills, abilities, aptitudes, previous relevant experience, and qualifications for the particular posted vacant position.



For clarity, the University and the Union understand and agree that **Residence**Dons employees in the bargaining unit are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Furthermore, without limiting the generality of the foregoing, Residence Dons employees in the bargaining unit are also students working to achieve their own academic goals.

- 12:05 Unsuccessful applicants to posted positions may be maintained in a pool for unanticipated vacancies which occur during the relevant academic session.
- 12:06 Residence Dons shall not participate on Residence Council.
- 12:07 As soon as practicable following the date of hire, Residence Dons will be provided with a letter of offer containing pertinent employment information, including but not limited to mandatory dates and how to access their personnel number, and the name of the relevant Human Resources representative.

For the University

For the Anion

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



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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%)** <u>fifty per cent (50%)</u> 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, <u>exclusively</u> and absolutely by the College, less applicable deductions. This amount will be pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:02 When no meal plan is available and/or no meals are provided to a Residence Don, the recurring monthly wage instalment set out in Article 18.01 will be increased by \$450.00, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:03 For the month of August, a payment of \$500.00, less applicable deductions, shall be made in addition to the recurring payments set out in Article 18.01 and, if applicable, Article 18.02
- 18:04 Employees are responsible for paying the cost of their room and meal plan equal to fifty per cent (50%) of the fee for a standard single room and one hundred per cent (100%) of the fee for their chosen meal plan. For clarity, where the purchase of a meal plan is mandatory, employees are required to purchase a meal plan as a condition of their employment. The Employer shall establish a monthly payment plan for the mandatory purchase of the meal plan by employees. Monthly balance information in respect of the employee's mandatory meal plan purchase shall be made available to the employee. Residence Dons Furthermore, employees shall, as a condition of employment, consent to a deduction from their monthly wage instalments set out in Article 18.01 for equal to fifty per cent (50%) of the fee for a standard single a-room, and one hundred per cent (100%) of the fee for the highest level 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 recission of any offer of employment or administrative termination of employment, and the parties agree that such recission or administrative termination shall not be subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this termination
- 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 \$150.00100.00, less applicable deductions, per day of work scheduled by the College during this period, save and except for Christmas Day, Boxing Day, and New Years Day. A Residence Don will be entitled to a payment of \$175.00, less applicable deductions, if they are scheduled to work by the College on a day with approved programming. A Residence Don will be entitled to a payment of \$200.00150.00, less applicable deductions, if they are scheduled to work by the College on Christmas Day, Boxing Day or New Years Day.

For clarity, "day" in this sub-article is defined as a 24-hour period. If any time is scheduled during Christmas Day, Boxing Day, or New Years Day, the higher daily rate of \$200.00450.00 will apply to the entire day of scheduled work, even if most of the scheduled hours are not on Christmas Day, Boxing Day, or New Years Day.

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

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

For the University

For the Union

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



ARTICLE 19: HOURS OF WORK

19:01 The Colleges-The residence will present the Residence Dons with a schedule of their training sessions, and mandatory attendance days as early as practicable.

The residence will present the Residence Dons with a schedule of or events, programming requirements, house meetings, and rounds and any accompanying timelines or deadlines, from time-to-time as those schedules are developed.

Where a specific date has not been confirmed, the residence will provide Dons with the name of the event and a general timeline within which it will fall. 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 (twelve) consecutive hours per period of availability, unless mutually agreed. The hour limit for on-call availability will not apply during the winter closure period.

<u>During the August training period, Dons will be provided with time for community preparation and asynchronous pre-learning, to ensure that they are not working more than forty-four (44) hours in each week.</u>

- 19:03 Each College The residence will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.
- 19:04 During a period of on-call availability, a Residence Don will must be available to respond onsite as soon as possible and in any event within ten (10) minutes following initial contact remain at the residence and maintain access to an on-call phone and bag. However, unless a Residence Don is actively engaged in responding to circumstances that arise during a Residence Don's on-call availability, the Residence Don is entitled to sleep, eat and otherwise engage in their own private affairs or pursuits, and such time shall not be counted toward their hours of work.
- 19:05 Residence Dons may request, no less than 72 hours prior to the commencement of the on-call period, approval from the College Chestnut Residence and Conference Centre their supervisor to exchange scheduled on-call availability no less than 72 hours prior to the commencement of the on-call period, unless otherwise agreed.



- 19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:
 - a) an Residence Don's employee's observance of a religious holiday; or
 - b) an Residence Don's employee's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.

Employees will give their supervisor as much advance notice as possible of a scheduled academic commitment.

19:07 <u>Subject to operational requirements and management approval</u>, In the event a Residence Don anticipates being away from the residence for two or more consecutive nights, or three individual nights in a seven-day period, notice shall be given to **the College the residence** as early as possible, and in no event less than 48 hours from the commencement of the absence.

Failure to maintain a sufficient presence at the Residence may result in a Residence Don not satisfying the conditions of their employment set out at Article 12:01.

For the University

For the Union

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



ARTICLE 12: Staffing Related Issues

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

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

Postings

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

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

Each job posting shall include the following:

- Job title
- Brief summary of the core duties
- On-call expectations
- Anticipated dates of mandatory training (if known at the time of the posting)
- Qualifications for the position
- Compensation
- Term of the employment contract
- Residence name
- Date of posting and expiration date

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



Hiring

12:03 (a) When an Residence Don employee has satisfactorily completed a term of employment, they shall be given preference in hiring for offered the same position at the same college residence where they were employed at for the start of the next academic session, provided they continue to meet the conditions set out in Article 12:01 of this Collective Agreement and a vacancy exists in the residence. Offers made under this Article 12:03 (a) shall be limited to a maximum of two (2) offers in total, and shall not be re-instituted once an employee has been employed for a maximum of three (3) academic sessions.

In the event that an employee has held the position of a Head/Lead Don, LLC Don or Community Assistant and that position is replaced by a Residence Don position, that employee shall be offered the role, according to the conditions in this Article 12:03 (a).

Employees who have exhausted their entitlements under this Article in any residence, may apply to posted vacant positions but may not be given any preference in hiring over new or any other applicants who may have preference in hiring over employees who have exhausted their entitlements in any residence as set out above.

Satisfactory completion of a term of employment shall be assessed by the <u>supervisor</u> College where the Residence Don is employed and conveyed in writing to the employee as part of that the employee's performance review process for Residence Dons. Offers of employment for the next academic session shall be conditional on the satisfactory completion of the current term of employment, as set out above, and will be made to employees no later than March 31. Where a conditional offer is not provided, the supervisor will provide feedback to the employee on the performance concerns.

- i. An employee who has satisfactorily completed their term of employment will be notified no later than the end of the term of employment.
- ii. An employee who receives a conditional offer of employment and does not satisfactorily complete their term of employment will be notified and provided feedback to the employee on the performance concerns no later than the end of the term of employment, and their conditional offer shall be rescinded.
- iii. An employee who did not receive a conditional offer of employment by March 31, may be provided an offer of employment by the end of the



term of employment upon satisfactory completion of their current term of employment provided a vacancy continues to exist in the residence.

For clarity, nothing in this Article shall preclude the University from providing an employee with a conditional or confirmed offer of employment at any time prior to the dates set out above.

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

A Head/Lead Don, LLC Don or Community Assistant who has received an offer may request to be alternatively considered for a residence Don position. Such requests may be considered at the University's sole discretion.

- (b) An employee who is eligible for an offer of employment in accordance with Article 12:03 (a), may defer their offer for one (1) year, for the purpose of enrolment in a Co-op Program, Professional Experience Year, or Study Abroad program. Such deferral is subject to the existence of a vacancy in the residence for the academic session immediately following the one (1) year deferral. The student shall notify the University no later than February 1 whether they intend to return to the deferred position following the end of the one (1) year deferral. The University will then inform the student by March 31 if there continues to be a vacancy. For clarity, students who are enrolled in a Co-op Program, Professional Experience Year or Study Abroad program are ineligible for a bargaining unit position during the academic session in which they are participating in their Co-op term(s), Professional Experience Year or Study Abroad term(s). This provision is retroactive to January 1, 2025.
- (c) The term "academic session" is defined as that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of final examinations (usually in April). For clarity, the term "academic session" does not reference or include the summer session (usually May to August).
- 12:04 In addition to the conditions set out in Article 12:01, the University shall select successful qualified applicants for posted vacant positions by taking into consideration the applicants' availability for hours of work, skills, abilities, aptitudes, previous relevant experience, and qualifications for the particular posted vacant position.



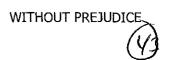
For clarity, the University and the Union understand and agree that **Residence**Dons employees in the bargaining unit are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Furthermore, without limiting the generality of the foregoing, Residence Dons employees in the bargaining unit are also students working to achieve their own academic goals.

- 12:05 Unsuccessful applicants to posted positions may be maintained in a pool for unanticipated vacancies which occur during the relevant academic session.
- 12:06 Residence Dons shall not participate on Residence Council.
- 12:07 As soon as practicable following the date of hire, Residence Dons will be provided with a letter of offer containing pertinent employment information, including but not limited to mandatory dates and how to access their personnel number, and the name of the relevant Human Resources representative.

For the Union

For the Union

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



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%) fifty per cent (50%) 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, available in Chestnut Residence, as established solely, exclusively, and absolutely by Chestnut Residence, less applicable deductions. This amount will be pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:0<u>23</u> For the month of August, a payment of \$500.00, less applicable deductions, shall be made in addition to the recurring payments set out in Article 18.01. and, if applicable, Article 18.02.
- 18:034 Employees are responsible for paying the cost of their room and meal plan equal to fifty per cent (50%) of the fee for a standard single room and one hundred per cent (100%) of the fee for their chosen meal plan. For clarity, where the purchase of a meal plan is mandatory, employees are required to purchase a meal plan as a condition of their employment. The Employer shall establish a monthly payment plan for the mandatory purchase of the meal plan by employees. Monthly balance information in respect of the employee's mandatory meal plan purchase shall be made available to employees. Residence Dons Furthermore, employees shall, as a condition of employment, consent to a deduction from their monthly wage instalments set out in Article 18.01 for equal to fifty per cent (50%) of the fee for a standard single a-room, and one hundred per cent (100%) of the fee for the highest level a meal plan, if any. Such deduction shall not exceed the amount of the gross monthly wages provided for in Article 18:01.
- 18:045 Failure to consent to the condition set out in Article 18:034 shall result in the automatic recission of any offer of employment or administrative termination of employment, and the parties agree that such recission or administrative termination shall not be subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this termination
- 18:0<u>56</u> To the extent that the deductions referred to in Article 18:<u>034</u> 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.
- 18:067 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.

18:078 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 \$150.00100.00, less applicable deductions, per day of work scheduled by Chestnut Residence during this period, save and except for Christmas Day, Boxing Day, and New Years Day. A Residence Don will be entitled to a payment of \$175.00, less applicable deductions, if they are scheduled to work by Chestnut Residence on a day with approved programming. A Residence Don will be entitled to a payment of \$200.00150.00, less applicable deductions, if they are scheduled to work by Chestnut Residence on Christmas Day, Boxing Day or New Years Day.

For clarity, "day" in this sub-article is defined as a 24-hour period. If any time is scheduled during Christmas Day, Boxing Day, or New Years Day, the higher daily rate of \$200.00150.00 will apply to the entire day of scheduled work, even if most of the scheduled hours are not on Christmas Day, Boxing Day, or New Years Day.

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

- 18:089 Lead Dons will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by \$187.50, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:**0940**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:<u>10</u>11The 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, 18:03,18:07, 18:08, and 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:<u>11</u>42During their period of employment in the bargaining unit, Residence Dons shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

For the University

For the Union

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

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or



ARTICLE 19: HOURS OF WORK

19:01 The College Chestnut-Residence and Conference Centre The residence will present the Residence Dons with a schedule of their training sessions, and mandatory attendance days as early as practicable. The residence will present the Residence Dons with a schedule of er events, programming requirements, house meetings, and rounds and any accompanying timelines or deadlines, from time-to-time as those schedules are developed.

Where a specific date has not been confirmed, the residence will provide Dons with the name of the event and a general timeline within which it will fall. 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 twenty-four (24) consecutive hours per period of availability, unless mutually agreed. The hour limit for on-call availability will not apply during the winter closure period.

<u>During the August training period, Dons will be provided with time for community preparation and asynchronous pre-learning, to ensure that they are not working more than forty-four (44) hours in each week.</u>

- 19:03 Each College Chestnut Residence and Conference Centre The residence will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.
- 19:04 During a period of on-call availability, a Residence Don will be available to be onsite respond onsite as soon as possible and in any event, within twenty (20) minutes following initial contact and maintain access to an on-call phone and bag. However, unless a Residence Don is actively engaged in responding to circumstances that arise during a Residence Don's on-call availability, the Residence Don is entitled to sleep, eat and otherwise engage in their own private affairs or pursuits, and such time shall not be counted toward their hours of work.
- 19:05 Residence Dons may request, no less than 72 hours prior to the commencement of the on-call period, approval from the College Chestnut Residence and Conference Centre their supervisor to exchange scheduled on-call availability no less than 72 hours prior to the commencement of the on-call period, unless otherwise agreed.



- 19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:
 - a) an Residence Don's employee's observance of a religious holiday; or
 - b) an Residence Don's employee's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.

Employees will give their supervisor as much advance notice as possible of a scheduled academic commitment.

19:07 Subject to operational requirements and management approval, in the event a Residence Don anticipates being away from the residence for two or more consecutive nights, or three individual nights in a seven-day period, notice shall be given to the College Chestnut Residence and Conference Centre the residence as early as possible, and in no event less than 48 hours from the commencement of the absence.

Failure to maintain a sufficient presence at the Residence may result in a Residence Don not satisfying the conditions of their employment set out at Article 12:01.

For the University

For the Union

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

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ARTICLE 12: Staffing Related Issues

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

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

Postings

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

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

Each job posting shall include the following:

- Job title
- Brief summary of the core duties
- On-call expectations
- Anticipated dates of mandatory training (if known at the time of the posting)
- Qualifications for the position
- Compensation
- Term of the employment contract
- Residence name
- Date of posting and expiration date

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



Hiring

12:03 (a) When an Residence Don employee has satisfactorily completed a term of employment, they shall be given preference in hiring for offered the same position at the same college residence where they were employed at for the start of the next academic session, provided they continue to meet the conditions set out in Article 12:01 of this Collective Agreement and a vacancy exists in the residence. Offers made under this Article 12:03 (a) shall be limited to a maximum of two (2) offers in total, and shall not be re-instituted once an employee has been employed for a maximum of three (3) academic sessions.

In the event that an employee has held the position of a Head/Lead Don, LLC Don or Community Assistant and that position is replaced by a Residence Don position, that employee shall be offered the role, according to the conditions in this Article 12:03 (a).

Employees who have exhausted their entitlements under this Article in any residence, may apply to posted vacant positions but may not be given any preference in hiring over new or any other applicants who may have preference in hiring over employees who have exhausted their entitlements in any residence as set out above.

Satisfactory completion of a term of employment shall be assessed by the <u>supervisor</u> College where the Residence Don is employed and conveyed in writing to the employee as part of that the employee's performance review process for Residence Dons. Offers of employment for the next academic session shall be conditional on the satisfactory completion of the current term of employment, as set out above, and will be made to employees no later than March 31. Where a conditional offer is not provided, the supervisor will provide feedback to the employee on the performance concerns.

- i. An employee who has satisfactorily completed their term of employment will be notified no later than the end of the term of employment.
- ii. An employee who receives a conditional offer of employment and does not satisfactorily complete their term of employment will be notified and provided feedback to the employee on the performance concerns no later than the end of the term of employment, and their conditional offer shall be rescinded.
- iii. An employee who did not receive a conditional offer of employment by March 31, may be provided an offer of employment by the end of the



term of employment upon satisfactory completion of their current term of employment provided a vacancy continues to exist in the residence.

For clarity, nothing in this Article shall preclude the University from providing an employee with a conditional or confirmed offer of employment at any time prior to the dates set out above.

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

A Head/Lead Don, LLC Don or Community Assistant who has received an offer may request to be alternatively considered for a residence Don position. Such requests may be considered at the University's sole discretion.

- (b) An employee who is eligible for an offer of employment in accordance with Article 12:03 (a), may defer their offer for one (1) year, for the purpose of enrolment in a Co-op Program, Professional Experience Year, or Study Abroad program. Such deferral is subject to the existence of a vacancy in the residence for the academic session immediately following the one (1) year deferral. The student shall notify the University no later than February 1 whether they intend to return to the deferred position following the end of the one (1) year deferral. The University will then inform the student by March 31 if there continues to be a vacancy. For clarity, students who are enrolled in a Co-op Program, Professional Experience Year or Study Abroad program are ineligible for a bargaining unit position during the academic session in which they are participating in their Co-op term(s), Professional Experience Year or Study Abroad term(s). This provision is retroactive to January 1, 2025.
- (c) The term "academic session" is defined as that period of time which begins with undergraduate registration (usually in September) and continues through to the last day for completion of final examinations (usually in April). For clarity, the term "academic session" does not reference or include the summer session (usually May to August).
- 12:04 In addition to the conditions set out in Article 12:01, the University shall select successful qualified applicants for posted vacant positions by taking into consideration the applicants' availability for hours of work, skills, abilities, aptitudes, previous relevant experience, and qualifications for the particular posted vacant position.



For clarity, the University and the Union understand and agree that **Residence**Dons employees in the bargaining unit are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Furthermore, without limiting the generality of the foregoing, Residence Dons employees in the bargaining unit are also students working to achieve their own academic goals.

12:05 Unsuccessful applicants to posted positions may be maintained in a pool for unanticipated vacancies which occur during the relevant academic session.

12:06 Residence Dons shall not participate on Residence Council.

As soon as practicable following the date of hire, Residence Dons will be provided with a letter of offer containing pertinent employment information, including but not limited to mandatory dates and how to access their personnel number, and the name of the relevant Human Resources representative.

For the University

For the Union

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



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%) fifty per cent (50%) of the fee for a standard single room as established solely and absolutely by the University of Toronto Mississauga, 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 As no meal plan and/or meals are provided to a Residence Don, the recurring monthly wage instalment set out in Article 18.01 will be increased by \$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 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 Employees are responsible for paying the cost of their room and meal plan, if any, equal to fifty per cent (50%) of the fee for a standard single room and one hundred per cent (100%) of the fee of their chosen meal plan, if any. For clarity, where meal plans are mandatory, employees are required to purchase a meal plan as a condition of their employment. Additionally, the employer shall establish a monthly payment plan for the purchase of the mandatory meal plan. Monthly balance information in respect of the meal plan shall be made available to the employee. Furthermore, employees Residence Dons shall, as a condition of employment, consent to a deduction from their monthly wage instalments set out in Article 18.01 for equal to fifty per cent (50%) of the fee for a standard single a room, and one hundred per cent (100%) of the fee for the highest level 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 recission of any offer of employment or administrative termination of employment, and the parties agree that such recission or administrative termination shall not be subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this termination.
- 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.

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 \$150.00101.00, less applicable deductions, per day of work scheduled by the 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 \$175.00, less applicable deductions, if they are scheduled to work by the University of Toronto Mississauga on a day with approved programming. A Residence Don will be entitled to a payment of \$200.00151.50, less applicable deductions, if they are scheduled to work by the 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 \$200.00151.50 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 Community Assistants will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by \$450.00, less applicable deductions, prorated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:10 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, **and** 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.*
- 18:11 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).

University of Toronto March 25, 2025



Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references. The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.



ARTICLE 19: HOURS OF WORK

19:01 The <u>residence</u> will <u>University of Toronto Mississauga</u> present the Residence Dons with a schedule of their training sessions, <u>and</u> mandatory attendance days as soon as practicable.

The residence will present the Residence Dons with a schedule of er events, programming requirements, house meetings, and rounds and any accompanying timelines or deadlines, from time-to-time as those schedules are developed.

Where a specific date has not been confirmed, the residence will provide Dons with the name of the event and a general timeline within which it will fall. 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 twenty-four (24) consecutive hours per period of availability, unless mutually agreed. The hour limit for on-call availability will not apply during the winter closure period.

<u>During the August training period, Dons will be provided with time for community preparation and asynchronous pre-learning, to ensure that they are not working more than forty-four (44) hours in each week.</u>

- 19:03 University of Toronto-Mississauga The residence will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.
- 19:04 During a period of on-call availability, a Residence Don must be present within the University of Toronto Mississauga campus boundaries and respond onsite as soon as possible and in any event, within twenty (20) minutes following initial contact 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 respond onsite as soon as possible and in any event, within twenty (20) minutes following initial contact at the University of Toronto Mississauga

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campus. 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 48 hours prior to the commencement of the on-call period, approval from their supervisor to exchange scheduled on-call availability no less than 48 hours prior to the commencement of the on-call period, unless otherwise agreed.
- 19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:
 - a) an Residence Don's employee's observance of a religious holiday; or
 - b) an Residence Don's employee's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.

Employees will give their supervisor as much advance notice as possible of a scheduled academic commitment.

19:07 Subject to operational requirements and management approval, In the event a Residence Don anticipates being away from the residence for more than a consecutive seventy-two hours, notice shall be given to the residence as early as possible, and in no event less than 48 hours from the commencement of the absence.

Failure to maintain a sufficient presence at the Residence may result in a Residence Don not satisfying the conditions of their employment set out at Article 12:01.

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



University of Toronto March 25, 2025

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ARTICLE 12: Staffing Related Issues

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

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

Postings

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

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

Each job posting shall include the following:

- Job title
- Brief summary of the core duties
- On-call expectations
- Anticipated dates of mandatory training (if known at the time of the posting)
- · Qualifications for the position
- Compensation
- Term of the employment contract
- Residence name
- Date of posting and expiration date

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



Hiring

12:03 (a) When an Residence Advisor employee has satisfactorily completed a term of employment, they shall be given preference in hiring for offered the same position at the same college residence where they were employed at for the start of the next year, provided they continue to meet the conditions set out in Article 12:01 of this Collective Agreement and a vacancy exists in the residence.

Offers made under this Article 12:03 (a) shall be limited to a maximum of two (2) offers in total, and shall not be re-instituted once an employee has been employed for a maximum of three (3) years.

In the event that an employee has held the position of a Head Residence Advisor and that position is replaced by a Residence Advisor position, that employee shall be offered the role, according to the conditions in this Article 12:03 (a).

Employees who have exhausted their entitlements under this Article in any residence, may apply to posted vacant positions but may not be given any preference in hiring over new or any other applicants who may have preference in hiring over employees who have exhausted their entitlements in any residence as set out above.

Satisfactory completion of a term of employment shall be assessed by the <u>supervisor</u> College where the Residence Advisor is employed and conveyed in writing to the employee as part of that the employee's performance review process for Residence Advisors. Offers of employment for the next year shall be conditional on the satisfactory completion of the current term of employment, as set out above, and will be made to employees no later than March 31. Where a conditional offer is not provided, the supervisor will provide feedback to the employee on the performance concerns.

- i. An employee who has satisfactorily completed their term of employment will be notified no later than May 31.
- ii. An employee who receives a conditional offer of employment and does not satisfactorily complete their term of employment will be notified and provided feedback to the employee on the performance concerns no later than May 31, and their conditional offer shall be rescinded.



iii. An employee who did not receive a conditional offer of employment by

March 31, may be provided an offer of employment by May 31 upon
satisfactory completion of their current term of employment provided
a vacancy continues to exist in the residence.

For clarity, nothing in this Article shall preclude the University from providing an employee with a conditional or confirmed offer of employment at any time prior to the dates set out above.

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

A Head Residence Advisor who has received an offer may request to be alternatively considered for a Residence Advisor position. Such requests may be considered at the University's sole discretion.

- (b) An employee who is eligible for an offer of employment in accordance with Article 12:03 (a), may defer their offer for one (1) year, for the purpose of enrolment in a Co-op Program, Professional Experience Year, or Study Abroad program. Such deferral is subject to the existence of a vacancy in the residence for the year immediately following the one (1) year deferral. The student shall notify the University no later than February 1 whether they intend to return to the deferred position following the end of the one (1) year deferral. The University will then inform the student by March 31 if there continues to be a vacancy. For clarity, students who are enrolled in a Co-op Program, Professional Experience Year or Study Abroad program are ineligible for a bargaining unit position during the year in which they are participating in their Co-op term(s), Professional Experience Year or Study Abroad term(s). This provision is retroactive to January 1, 2025.
- 12:04 In addition to the conditions set out in Article 12:01, the University shall select successful qualified applicants for posted vacant positions by taking into consideration the applicants' availability for hours of work, skills, abilities, aptitudes, previous relevant experience, and qualifications for the particular posted vacant position.

For clarity, the University and the Union understand and agree that **Residence**Advisors employees in the bargaining unit are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Furthermore, without limiting the generality of the foregoing, Residence Advisors employees in the bargaining unit are also students working to achieve their own academic goals.



12:05 Unsuccessful applicants to posted positions may be maintained in a pool for unanticipated vacancies which occur during the relevant year.

12:06 Residence Advisors shall not participate on Graduate House Residence Council.

12:07 As soon as practicable following the date of hire, Residence Advisors will be provided with a letter of offer containing pertinent employment information, including but not limited to mandatory dates and how to access their personnel number, and the name of the relevant Human Resources representative.



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



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 Advisor equal to seventy-five per cent (75%) fifty per cent (50%) of the fee for a standard single room in Graduate House, as established solely and absolutely by Graduate House, less applicable deductions. This amount will be pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:02 As no meal plan is available and/or no meals are provided to a Residence Advisor, the recurring monthly wage instalment set out in Article 18.01 will be increased by \$362.50, less applicable deductions, pro-rated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:03 For the month of August, a payment of \$500.00, less applicable deductions, shall be made in addition to the recurring payments set out in Article 18.01 and, if applicable, Article 18.02.
- 18:04 Residence Advisors are responsible for paying the cost of their room to fifty per cent (50%) of the fee for a standard single room. Accordingly, Residence Advisors shall, as a condition of employment, consent to a deduction from their monthly wage instalments set out in Article 18.01 for equal to fifty per cent (50%) of the fee for a standard single 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 recission of any offer of employment or administrative termination of employment, and the parties agree that such recission or administrative termination shall not be subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this termination
- 18:06 To the extent that the deductions referred to in Article 18:04 exceed the net wages paid to a Residence Advisor, the balance will be paid to the University by the Residence Advisor by no later than June 15 of the academic year in which the balance was accrued. The Residence Advisor 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 Advisor being ineligible for preferential hiring pursuant to Article 12 and any offer of employment or employment subject to this Collective Agreement which has already been provided to the Residence Advisor shall be rendered null and void. The parties agree that such nullification and voiding shall not be the subject of a grievance under this Collective Agreement and an arbitrator has no jurisdiction to relieve against this consequence.
- 18:08 During the University's winter holiday closure period, the wages set out in Article 18:01 will not apply. Instead, a Residence Advisor will be entitled to a payment of \$150.00100.00, less applicable deductions, per day of work scheduled by

Graduate House during this period, save and except for Christmas Day, Boxing Day, and New Years Day. A Residence Advisor will be entitled to a payment of \$175.00125.00, less applicable deductions, if they are scheduled to work by Graduate House on a day with approved programming. A Residence Advisor will be entitled to a payment of \$200.00150.00, less applicable deductions, if they are scheduled to work by Graduate House on Christmas Day, Boxing Day or New Years Day.

For clarity, "day" in this sub-article is defined as a 24-hour period. If any time is scheduled during Christmas Day, Boxing Day, or New Years Day, the higher daily rate of \$200.00150.00 will apply to the entire day of scheduled work, even if most of the scheduled hours are not on Christmas Day, Boxing Day, or New Years Day.

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

- 18:09 Residence Advisors will be entitled to an increase in the recurring monthly wage installment set out in Article 18:01 by \$187.50, less applicable deductions, prorated for any period of residence closure (e.g. December or January, etc.) or any partial month of employment.
- 18:11 The University and the Union agree that all of the payments contained in Article 18, including, but not limited to, the payments set out in sub-articles 18:01, 18:02, 18:03, 18:08, **and** 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 Advisors shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

For the University

For the Union

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



ARTICLE 19: HOURS OF WORK

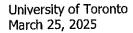
19:01 Graduate House Residence The residence will present the Residence Advisors with a schedule of their training sessions, and mandatory attendance days as early as practicable. The residence will present the Residence Advisor with a schedule of er events, programming requirements, house meetings, and rounds and any accompanying timelines or deadlines, from time-to-time as those schedules are developed.

Where a specific date has not been confirmed, the residence will provide Residence Advisors with the name of the event and a general timeline within which it will fall. The parties agree that often a majority of duties and responsibilities of a Residence Advisor are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Residence Advisors are expected to promptly and appropriately address any and all such circumstances, while maintaining an in-person presence in residence as set out in Article 12:01.

19:02 A Residence Advisor shall not be scheduled for training, meetings, or rounds in excess of 44 hours per week, save and except for their on-call availability, which shall not be longer than twenty-four (24) consecutive hours per period of availability, unless mutually agreed. The hour limit for on-call availability will not apply during the winter closure period.

<u>During the August training period, Residence Advisors will be provided with time for community preparation and asynchronous pre-learning, to ensure that they are not working more than forty-four (44) hours in each week.</u>

- 19:03 **Graduate House Residence** The residence will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.
- 19:04 During a period of on-call availability, a Residence Advisor will be available to be ensite respond onsite as soon as possible and in any event, within twenty (20) minutes following initial contact and maintain access to an on-call phone and bag. However, unless a Residence Advisor is actively engaged in responding to circumstances that arise during a Residence Advisor's on-call availability, the Residence Advisor is entitled to sleep, eat and otherwise engage in their own private affairs or pursuits, and such time shall not be counted toward their hours of work.
- 19:05 Residence Advisors may request, no less than 72 hours prior to the commencement of the on-call period, approval from Graduate House Residence their supervisor to exchange scheduled on-call availability no less than 72 hours prior to the commencement of the on-call period, unless otherwise agreed.





- 19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:
 - an Residence Advisor's employee's observance of a religious holiday;
 or
 - b) an Residence Advisor's employee's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.

Employees will give their supervisor as much advance notice as possible of a scheduled academic commitment.

19:07 Subject to operational requirements and management approval, In the event a Residence Advisor anticipates being away from the residence for three (3) or more consecutive nights, or three individual nights in a seven-day period, notice shall be given to Graduate House Residence the residence as early as possible, and in no event less than 48 hours from the commencement of the absence.

Failure to maintain a sufficient presence at the Residence may result in a Residence Advisor not satisfying the conditions of their employment set out at Article 12:01.

For the University

For the Union

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



ARTICLE 12: Staffing Related Issues

12:01 Employment as a Residence Advisor is conditional upon being designated as a full-time University of Toronto student in good standing, residing at University Family Housing, and having resided at University Family Housing for a minimum of twelve (12) months prior to starting employment as a Residence Advisor. Employment is also conditional on the Residence Advisor living in the residence accommodations within which the Residence Advisor is employed and having an ongoing in-person presence and in-person interaction with the residents at University Family Housing. Failure to meet any one or more of these conditions during the term of the employee's employment contract will result in immediate termination of employment. Termination of employment status as a Residence Advisor, in and of itself, shall have no bearing on eligibility for tenancy at University Family Housing.

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

Postings

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

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

Each job posting shall include the following:

- Job title
- · Brief summary of the core duties
- On-call expectations
- Anticipated dates of mandatory training (if known at the time of the posting)
- · Qualifications for the position
- Compensation
- Term of the employment contract
- Residence name
- Date of posting and expiration date

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

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Hiring

12:03 (a) When an Residence Advisor employee has satisfactorily completed a term of employment, they shall be given preference in hiring for offered the same position at the same college residence where they were employed at for the start of the next year, provided they continue to meet the conditions set out in Article 12:01 of this Collective Agreement and a vacancy exists in the residence.

Offers made under this Article 12:03 (a) shall be limited to a maximum of two (2) offers in total, and shall not be re-instituted once an employee has been employed for a maximum of three (3) years.

Employees who have exhausted their entitlements under this Article in any residence, may apply to posted vacant positions but may not be given any preference in hiring over new or any other applicants who may have preference in hiring over employees who have exhausted their entitlements in any residence as set out above.

Satisfactory completion of a term of employment shall be assessed by University Family Housing and conveyed in writing to the employee as part of that the employee's performance review process for Residence Advisors. Offers of employment for the next academic session shall be conditional on the satisfactory completion of the current term of employment, as set out above, and will be made to employees no later than mid-June. Where a conditional offer is not provided, the supervisor will provide feedback to the employee on the performance concerns.

- i. An employee who has satisfactorily completed their term of employment will be notified no later than July 31.
- ii. An employee who receives a conditional offer of employment and does not satisfactorily complete their term of employment will be notified and provided feedback to the employee on the performance concerns no later than July 31, and their conditional offer shall be rescinded.
- iii. An employee who did not receive a conditional offer of employment by mid-June, may be provided an offer of employment by July 31 upon satisfactory completion of their current term of employment provided a vacancy continues to exist in the residence.

For clarity, nothing in this Article shall preclude the University from providing an employee with a conditional or confirmed offer of employment at any time prior to the dates set out above.



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

- (b) An employee who is eligible for an offer of employment in accordance with Article 12:03 (a), may defer their offer for one (1) year, for the purpose of enrolment in a Co-op Program, Professional Experience Year, or Study Abroad program. Such deferral is subject to the existence of a vacancy in the residence for the academic year immediately following the one (1) year deferral. The student shall notify the University no later than February 1 whether they intend to return to the deferred position following the end of the one (1) year deferral. The University will then inform the student by March 31 if there continues to be a vacancy. For clarity, students who are enrolled in a Co-op Program, Professional Experience Year or Study Abroad program are ineligible for a bargaining unit position during the academic year in which they are participating in their Co-op term(s), Professional Experience Year or Study Abroad term(s). This provision is retroactive to January 1, 2025.
- 12:04 In addition to the conditions set out in Article 12:01, the University shall select successful qualified applicants for posted vacant positions by taking into consideration the applicants' availability for hours of work, skills, abilities, aptitudes, previous relevant experience, and qualifications for the particular posted vacant position.

For clarity, the University and the Union understand and agree that **Residence**Advisors employees in the bargaining unit are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Furthermore, without limiting the generality of the foregoing, Residence Advisors employees in the bargaining unit are also students working to achieve their own academic goals.

- 12:05 Unsuccessful applicants to posted positions may be maintained in a pool for unanticipated vacancies which occur during the relevant academic session.
- 12:06 Residence Advisor shall not participate on the Tenants Association Executive.
- 12:07 As soon as practicable following the date of hire, Residence Advisors will be provided with a letter of offer containing pertinent employment information,



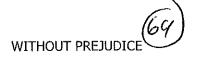
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including <u>but not limited to mandatory dates and</u> how to access their personnel number, and the name of the relevant Human Resources representative.

For the University

For the Union

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



ARTICLE 18: WAGES, BENEFITS AND DEDUCTIONS

- 18:01 For each twelve (12) month period of employment, a Residence Advisor will receive a monthly stipend equivalent to an annual salary of \$10,300.00, less applicable deductions.
- 18:02 During the winter holiday closure period, Residence Advisors scheduled to work by University Family Housing will be entitled to an equivalent amount of time off in lieu to be taken during the contract period subject to approval by University Family Housing. Notwithstanding the foregoing, Residence Advisors scheduled to work by University Family Housing on Christmas Day, Boxing Day or New Years Day will be entitled to an equivalent amount of time and one half off in lieu to be taken during the contract period subject to approval by University Family Housing.
- 18:03 In recognition of ongoing annual training for Residence Advisors at University Family Housing, an annual payment of \$500.00, less applicable deductions, shall be made by October 31 of the contract period.
- 18:04 The University and the Union agree that the payments contained in Articles 18:01 and 18:03 are inclusive of vacation 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 Advisors shall be entitled to participate in the University's Employee and Family Assistance Program (EFAP).

For the University

For the Unjon

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



ARTICLE 19: HOURS OF WORK

19:01 <u>The residence</u> will present the Residence Advisors with a schedule of their training sessions, and mandatory attendance days as early as practicable.

The residence will present Residence Advisors with a schedule of er 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 Advisor are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Residence Advisors are expected to promptly and appropriately address any and all such circumstances, while maintaining an in-person presence in residence as set out in Article 12:01.

- 19:02 A Residence Advisor shall not be scheduled for training, meetings, or rounds in excess of 44 hours per week, save and except for their on-call availability, which shall not be longer than twenty-four (24) consecutive hours per period of availability, unless mutually agreed. The hour limit for on-call availability will not apply during the winter closure period.
- 19:03 **University Family Housing The residence** will make a reasonable effort to schedule periods of on-call availability on an equitable basis within each residence.
- 19:04 During a period of on-call availability, a Residence Advisor will <u>respond onsite</u> within twenty (20) minutes following initial contact and maintain access to an on-call phone <u>and bag</u>. However, unless a Residence Advisor is actively engaged in responding to circumstances that arise during a Residence Advisor's on-call availability, the Residence Advisor is entitled to sleep, eat and otherwise engage in their own private affairs or pursuits, and such time shall not be counted toward their hours of work.
- 19:05 Residence Advisors may request, no less than 72 hours prior to the commencement of the on-call period, approval from University Family Housing their supervisor to exchange scheduled on-call availability, with no less than one (1) week prior to the commencement of the on-call period, unless otherwise agreed.
- 19:06 The University will make a reasonable effort not to schedule any of the Scheduled Activities to conflict with:
 - an Residence Advisor's employee's observance of a religious holiday;



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- b) an Residence Advisor's employee's attendance at a scheduled course, tutorial, practicum, or examination in a scheduled course for academic credit at the University.
- 19:07 Subject to operational requirements and management approval, In the event a Residence Advisor anticipates being away from the residence for greater than five (5) consecutive nights, written notice of no less than ten (10) business days shall be given to University Family Housing from the commencement of the absence. Failure to maintain a sufficient presence at the Residence may result in a Residence Advisor not satisfying the conditions of their employment set out at Article 12:01.

For the University

For the Union

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



Wage increases January 1 2025 - December 31 2027

Stipends						,
	Current Rate		Jan 1 2025	Jar	1 2026	Jan 1 2027
			2%		1.80%	1.80%
Innis	459.04		468.22		476.65	485.23
	monthly (pro-rate	d for partial months)				
Woodsworth	459.04	****	468.22		476.65	485.23
· · · · · · · · · · · · · · · · · · ·	monthly (pro-rate	d for partial months)				
Grad House	362.50	400000000000000000000000000000000000000	369.75		376.41	383.19
	monthly (pro-rate					
University Family Housing	10300.00		10506.00	10	0695.11	10887.62
	annually					
UTM	Current Rate		Jan 1 2025	Jai	1 2026	Jan 1 2027
			1%		1.80%	1.80%
······································	500.00		506.00		515.11	524.38
	monthly (pro-rate	d for partial months)				
Training Stipend	Current Rate		Jan 1 2025	Jai	n 1 2026	Jan 1 2027
			2%		1.80%	1.80%
Colleges	510.05		520.25		529.61	539.14
Chestnut/UTM/Grad/Family	500.00		510.00		519.18	528.53
Winter Don Work Stipend	Current Rate		Jan 1 2025	Ja	n 1 2026	Jan 1 2027
Colleges / UTM	102.01		150.00		150.00	150.00
	for work on days that are not statuatory holidays					
	new rate for for days with approved programming		175.00		175.00	175.00
	153.02	200.00		200.00	200.00	
	for work on statuatory holidays					
Chestnut	100.00		150.00		150.00	150.00
	for work on days that are not statuatory holidays					
	new rate for for days with approved programming		175.00		175.00	175.00
	150.00					
	for work on statuatory holidays		200.00		200.00	200.00
Grad House	100.00		150.00		150.00	150.00
	for work on days t					
	125.00		175.00		175.00	175.00
	for days with appr					
***************************************	150.00	200.00		200.00	200.00	
	for work on statua	atory holidays		ΙΤ		

MX



	Current Rate		
Lead Don			
Colleges	191.27		
Operations	187.50		
UTM	450.00		
LLC			
Colleges	63.76		
Chesnut	62.50		

No increases to these rates over the course of the contract

Slit