

Articles of the Jan. 1, 2025 - Dec. 31, 2027 Dons/Resident Advisors Collective Agreement that will Apply to UTSC Resident Advisors, Community Advisors & Living Learning Advisors

*THE FOLLOWING ARTICLES WERE AGREED in the 2021 - 2024 Collective Agreement for College Residence Dons or in the 2025 renewal Collective Agreement for all Dons and Residence Advisors in the Colleges, University Operations and UTM. These articles are consistent across all groups and will be part of 2025 - 2027 Collective Agreement for UTSC Residence Advisors*

## **ARTICLE 1: PURPOSE OF AGREEMENT**

1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, a method of settling any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to employees in the bargaining unit and matters to be observed by the University and the Union.

1:02 In addition to the terms and conditions set out in this Collective Agreement, the terms and conditions of employment for bargaining unit employees will be subject to and in accordance with the relevant provisions of the *Employment Standards Act of Ontario* and any other applicable legislation.

## ARTICLE 3: RELATIONSHIP

### No Discrimination

3:01

- a) The University and the Union are committed to equal opportunity in employment for women, Indigenous Peoples, people with disabilities, and people who because of their race, colour, sexual orientation or gender identity and expression have been historically, and continue to be, disadvantaged in Canada. The University and the Union are committed to employment equity and to achieving and maintaining a workforce representative of those pools of qualified individuals available for recruitment and promotion by the University.

The University and the union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns.

- b) The University and the Union agree to uphold the *Ontario Human Rights Code* and will not under any circumstances permit employment practices and procedures in contravention of it. The University and Union agree that there shall be no discrimination against employees with respect to terms and conditions of employment because of race, ancestry, place of origin, sex, gender orientation, gender identity, gender expression, religious belief, colour, ethnic origin, mother tongue, marital status, family status, political affiliation or belief, citizenship, sexual orientation, disability, age or record of offences, as those terms are defined in the *Ontario Human Rights Code* (if applicable), subject to the *Ontario Human Rights Code* provisions related to *bona fide* occupational qualification.

### Sexual Violence and Sexual Harassment

3:02 Sexual harassment shall be considered discrimination under Article 3:01 of this Agreement.

3:03 The University will provide an environment where employees are not subjected to sexual violence and sexual harassment. Employees will not engage in sexual violence and sexual harassment. In assessing whether sexual violence or sexual harassment may have occurred, the definitions and standards set out in the *Ontario Human Rights Code*, the *Occupational Health and Safety Act* and the University's Policy on Sexual Violence and Sexual Harassment, as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

For clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual violence" as meaning: "any sexual act or act targeting

a person's sexuality, gender identity or gender expression, whether the act is physical or psychological in nature, that is committed, threatened or attempted against a person without the person's consent, and includes Sexual Assault, Sexual Harassment, stalking, indecent exposure, voyeurism, and sexual exploitation."

For clarity, the current *Ontario Human Rights Code* provides that "[e]very person who is an employee has a right to freedom from harassment in the workplace because of sex, sexual orientation, gender identity or gender expression by their employer or agent of the employer or by another employee." For further clarity, the current *Ontario Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". For further clarity, the University's current Policy on Sexual Violence and Sexual Harassment defines "sexual harassment" as including: "any sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome. Sexual harassment also includes a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

- 3:04 Employees making a report under the University's Policy on Sexual Violence and Sexual Harassment shall be advised they have the right to be accompanied by a Union Representative at any stage of the process.
- 3:05 A report under the University's Policy on Sexual Violence and Sexual Harassment alleging sexual harassment may be filed at any time in accordance with the Policy on Sexual Harassment. For clarity, there is no time limit for filing a report under the Policy.

An employee may file a grievance alleging sexual harassment or sexual violence if, after the University has exhausted available steps through the Policy, the employee is dissatisfied with the outcome; or if after sixty (60) working days have elapsed from the date the written Report was finalized, signed by the employee, and submitted to the University's Sexual Violence Prevention and Support Centre, the University has not provided the employee with a response to the Report; or if the employee did not file a Report under the Policy.

If an employee files a grievance under Article 3:05, such grievance shall be filed at Step 3 of the grievance procedure. The time limits set out in Article 9:01 shall not apply to such grievances. The time limit for the University to issue a Step 3 response under Article 3:05 shall be sixty (60) working days.

- 3:06 No information relating to the grievor's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 3:07 An employee who makes a report of sexual violence or sexual harassment, may request, through the Union, to discontinue contact with the respondent. Every effort shall be made to separate the parties in their employment relationship, without the complainant suffering any penalty. The University and the Union agree to treat requests to discontinue contact as confidential to those directly involved.
- 3:08 Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.
- 3:09 In the event the University decides to investigate a Report of sexual violence and/or sexual harassment under the Policy on Sexual Violence and Sexual Harassment, where both the Complainant and the Respondent are USW members, both the Complainant and the Respondent shall be entitled to raise an objection to the University's choice of investigator on the basis of procedural fairness with respect to the choice of investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objection shall provide the reasons and grounds therefor. The University shall give due consideration to all such objections and respond in writing within four (4) working days of receiving the objection. In its response, the University shall either replace the investigator or provide the rationale for the University's decision not to replace the investigator. All objections and related correspondence and decisions will be retained for the record.

### **Racial Discrimination**

- 3:10 An employee who files a grievance under the Collective Agreement alleging that they have been discriminated against because of race contrary to Article 3:01 may, if they choose, meet with the University's Anti-Racism and Cultural Diversity Officer prior to Step 1 of the grievance procedure and may be accompanied by a Union Representative if the employee so chooses. Thereafter an employee may resume the grievance process.

### **General Harassment**

- 3:11 The parties agree that employees will neither engage in nor be subject to threats of physical abuse or physical harm.

### **Workplace Harassment**

- 3:12 The University will provide an environment where employees are not subjected to workplace harassment. Employees will not engage in workplace harassment. In assessing whether workplace harassment may have occurred, the definitions and

standards set out in the *Occupational Health and Safety Act* and the University's Workplace Harassment Program (including the University's Human Resources Guideline on Civil Conduct, and the University's Guideline for Employees on Concerns and Complaints Regarding Prohibited Discrimination and Discriminatory Harassment), as they exist from time to time, although they do not form part of the Collective Agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section. For clarity, the current *Occupational Health and Safety Act* defines "workplace harassment" as: "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

For clarity, workplace harassment may occur while on University of Toronto premises and in work-related activities or social events occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 45 days have elapsed from the date the written complaint was brought to the attention of the University, identifying the conduct alleged to constitute workplace harassment, the University has not provided the employee with a response to the complaint. Such grievance will be filed at Step 3 of the grievance procedure. If not resolved at Step 3, the parties may agree to mediation or facilitation before an agreed-upon mediator or facilitator before arbitration takes place. The mediation or facilitation will be confidential and without prejudice to the rights of either party.

During any internal steps taken to resolve the situation, employees shall have the right to be accompanied by a Union Representative.

## **No Reprisal**

- 3:13 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or a lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal, including but not

limited to disciplinary action or discharge, whether that complaint is brought forward through a grievance under the Collective Agreement or a complaint in accordance with another University Policy or Guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. For clarity, there will be no reprisals against any employee who brings forward a complaint of harassment and/or discrimination within the meaning of Article 3 of this Collective Agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper. Both Respondents and Complainants shall be made aware of this Article.

Any allegation(s) of reprisal or retaliation may be the subject of a grievance commencing at Step Two of the Grievance Procedure.

#### Labour/Management Committee

3:14 The University and the Union acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of six (6) representatives from the University and six (6) representatives selected by the Union, one (1) of which shall be the Local Union President and one (1) of which shall be the Unit President. The Staff Representative of the Union may also attend such meetings. Meetings will be held once each semester and each party shall submit to the other a written agenda, fourteen (14) calendar days before the upcoming meeting. The University will discuss the agenda items with senior University representatives, as appropriate, and may invite such representatives to the meeting in order to address specific items on the agenda. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining nor can the committee alter, modify or amend any part of the Collective Agreement. A representative of each party shall be designated Co-Chairperson, and the two (2) persons so designated shall alternate presiding over meetings.

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#### **ARTICLE 4: MANAGEMENT RIGHTS**

4:01 The management of the University and direction of employees are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:

- (a) Maintain order, discipline, and efficiency.

- (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline employees for just cause, subject to the right of an employee to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
- (c) Determine the nature and kind of business conducted by the University, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.
- (d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by employees.

4:02 The University shall exercise its rights in the manner that is reasonable, in good faith and consistent with the terms of this Collective Agreement.

#### **ARTICLE 5: NO STRIKE OR LOCKOUT**

5:01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act* for the Province of Ontario.

#### **ARTICLE 6: UNION SECURITY**

6:01 The University agrees to deduct from the pay of each employee in the bargaining unit, on a per pay basis, such union dues, fees and assessment as prescribed by the Constitution of the Union.

6:02 The University shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Lockbox #TX9083, Commerce Court Postal Station, Toronto, ON, M5L 1K1 in such form as shall be directed by the Union to the University, along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Toronto Area office.

6:03 The monthly remittance shall be accompanied by a statement listing:

- i. the name of each employee and the total amount of dues for the month; and
- ii. the names of the bargaining unit employees from whom no dues have been paid and the reasons why.



The monthly remittance will also include the Union's "Summary of Union Dues" form.

- 6:04 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of or by reasons of, deductions made or payments made in accordance with this Article.
- 6:05 The University agrees to record total Union dues deductions paid by each employee on their T4 Income Tax Receipt.

### **Information to Employees**

- 6:06 The Employer agrees to inform all new employees that a Union Agreement is in effect.
- 6:07 On the date of hire, the hiring College shall provide to all employees a one-page (letter-size, single or double-sided) statement about the Union, prepared by the Union, provided that the statement is first forwarded to the Senior Executive Director, Labour Relations (or designate) for information and approval as to its factual accuracy. If the Senior Executive Director, Labour Relations (or designate) does not provide notification of errors or inaccuracies to the Union within two (2) weeks of receiving the statement, the information shall be presumed to be acceptable. The statement shall be provided at or prior to the start of duties.
- 6:08 New members shall be allowed to meet with the Union for sixty (60) minutes within two months of the start date. The University will co-operate with the Union in arranging meetings with new employees.
- 6:09 The University shall, upon completion of the annual hiring process, provide the Union with a list of all new hires (with a compatible electronic copy), with pronouns (where available), along with their telephone number, work email address, job classification, date of hire, and campus mail address. A list will be provided by August 1st.

- 7:02 The Union shall notify the University, in writing, of the names of the Union Stewards, the Chief Steward, and Unit President and will promptly notify the University, in writing, of any changes thereto.
- 7:03 Union Stewards, the Chief Steward and the Unit President have regular duties to perform on behalf of the University; therefore, they will not leave their duties for the purpose of handling grievances without obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld.
- 7:04 The University agrees that Stewards, the Chief Steward and the Unit President shall not suffer any loss of pay for time necessarily spent in the handling of grievances.
- 7:05 The University agrees to recognize and deal with a Union Grievance Committee made up of a Unit President or Chief Steward and a Steward for a committee of two (2).
- 7:06 If an authorized representative of the Union wants to speak to a member of the bargaining unit about a grievance or other official business, they shall make every effort to have any such meeting during the employee's non-working hours.

## 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

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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 Resources 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

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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.

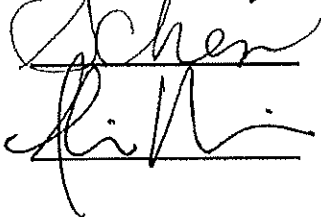
Further, any step of the grievance process may be waived by mutual agreement of the parties.

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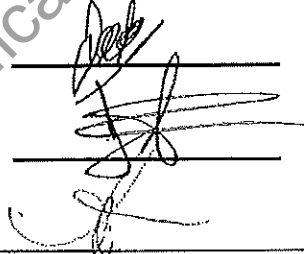
9:07 Where no response to the grievance is given within the time limit specified in the grievance procedure (or any extension thereof), the grievance will be deemed to have been advanced to the next step of the grievance procedure.

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

For the University

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For the Union

A handwritten signature in black ink, appearing to be 'J. [unclear]', written over two horizontal lines.

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 10: DISCHARGE AND DISCIPLINARY ACTION**

10:01 A claim by an employee that they have been discharged or suspended without just cause shall be a proper subject for a grievance if a written statement of such grievance is lodged at Step One of the grievance procedure within fifteen (15) working days after the employee receives notice of the discharge or suspension.

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February 26, 2025

## ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION

10:02

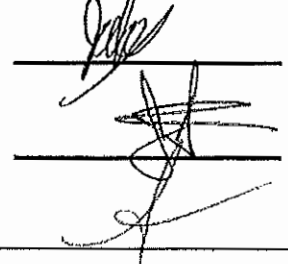
(a) An employee who will be disciplined or discharged for cause, i.e. not terminated in accordance with the terms of the employee's contract or letter of employment, while at work, will be notified of their right to have a Union Steward attend such a meeting in which such discipline or discharge will 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.*

*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.*



10:03 Any notice of disciplinary action which is intended to form a part of an employee's employment record shall be given in writing with a copy to the Union. All such notices or records shall be permanently removed from the employee's file when twenty-four (24) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

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February 26, 2025

## ARTICLE 11: ARBITRATION / MEDIATION

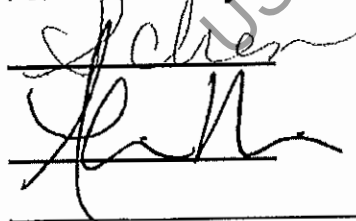
- 11:01 When either party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other party to this Agreement.
- 11:02 Prior to submitting a grievance to arbitration, the parties will discuss the possibility of mediation in 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

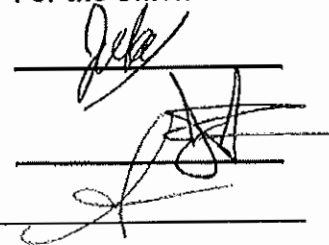
In the event that the next arbitrator in the rotation is not available within six (6) months of the date of referral to arbitration, the parties agree that the next arbitrator in the rotation will be contacted. In the event that none of the arbitrators on the panel are available within six (6) months,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

*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.*

11:04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

11:05 The Arbitrator shall hear and determine the grievance as filed and their decision shall be final and binding on the parties hereto and the employees.

- 11:06 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 11:07 The parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 11:08 An arbitrator shall have the right to extend the time limits under Section 48(16) of the Ontario Labour Relations Act.
- 11:09 The University agrees that the Steward and the grievor involved in the processing of the grievance shall not suffer any loss of pay during their attendance at arbitration or mediation hearings. It is understood no payment for time lost shall be made for attendance at such hearings to Union witnesses.

## **ARTICLE 13: LEAVES OF ABSENCE**

13:01 Unless explicitly stated otherwise, in this Article “year” shall mean a July to June year.

13:02 A Residence Don is entitled to take the paid and/or unpaid leaves of absence set out in the Employment Standards Act, 2000, subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements.

### **Union Leave**

13:03 Employees who are elected as Union Stewards, Chief Steward or Unit President shall be granted a union leave of absence without pay by the University provided the leave will not unduly interfere with operations. The Union will provide as much notice as possible for the leave, but in no event shall less than fourteen (14) calendar days' written notice of the names of employees in respect of whom leave is being requested be given. The written notice shall be sent to the Senior Executive Director, Labour Relations or designate who shall notify the appropriate supervisors. Such leaves shall not exceed five (5) days per year in total per employee.

Time spent on union leave of absence in accordance with this Article during which the bargaining unit employee would otherwise have been at work shall count as hours worked for the purposes of the Collective Agreement.

### **Relief for Union Service**

13:04 Provided that it will not unduly interfere with operations, the University will allow an employee to assume an official position with the International Union or within the Local Union for up to one (1) year. The employee will be relieved of all scheduled shifts during the period of union service. A request for relief for union service will be made in writing by the Union as far in advance as possible, but in any event at least one (1) month prior to the commencement of the relief period. Relief for union service shall be limited to not more than two (2) employees from the bargaining unit at any time. The University will grant year to year extensions with at least one (1) months written notice prior to the end of the year

The employee will not have any entitlement to a position in the bargaining unit at the end of the period of union service, however, the employee will be permitted to apply, as a returning Don, to positions in the bargaining unit in the subsequent academic session. .

## 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.

## ARTICLE 14 – PAYMENT FOR INJURED EMPLOYEES

14:01 In the event an employee is injured in the performance of their duties such that the employee is required to stop work and receive medical treatment the employee will receive their regular pay for that work day. If the injury is such that transportation immediately following the injury is required, the University will provide, or arrange for, suitable transportation to a hospital, the employee's home or other appropriate location.

## ARTICLE 16: UNION MEETINGS

16:01 Employees 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 supervisor in advance of the meeting. Attendance at such meetings will be without

## ARTICLE 17: HEALTH AND SAFETY

17:01 The University is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programmes and procedures.

- 17:02 The University requires that health and safety be a primary objective in every area of its operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment.

- 17:03 Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programmes and shall report hazards to their immediate supervisor or designate, in the interests of the health and safety of all members of the community.
- 17:04 The University recognizes the right of workers to be informed about hazards in the workplace, to be provided with appropriate training, to be consulted and have input, and the right to refuse unsafe work in accordance with the *Occupational Health & Safety Act of Ontario* where there is an immediate danger to their health and safety or health and safety of others.
- 17:05 Employees will wear, and the University will supply, protective clothing and other devices which the University requires employees to use to protect employees from injuries arising from their employment.
- 17:06 The University will provide the Union with copies of all Workplace Safety and Insurance Board (WSIB) Form 7 Employers' Report of Injury/Illness for members injured on the job.

### **Pregnancy**

- 17:07 In assessing the health and safety of work, the University shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Office of Environmental Health and Safety. The employee will have the right to have a Union Representative in attendance during the assessment. Where risks or hazards are identified by EH&S through such an assessment the University will arrange reasonable accommodation where appropriate.

### **Whistleblower Protection**

- 17:08 The University is responsible for notifying the appropriate authorities in accordance with the appropriate federal, provincial, and municipal environmental legislation if there is a release of a hazardous substance to the air, earth or water system.

Employees first have a duty to report such releases to the immediate supervisor or designate in accordance with the *Occupational Health and Safety Act of Ontario*. In response, the supervisor has a responsibility to ensure the appropriate investigation reporting and remedial actions are taken without delay, in conjunction with the Joint Health and Safety Committee.

All provisions within the *Occupational Health and Safety Act of Ontario* must first be exhausted.

No employee shall be discharged, penalized or disciplined in the event of good faith reporting to the appropriate regulatory authority of a release of a hazardous substance.

USW Draft for UTSC Ratification

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.

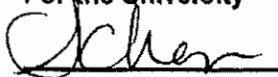
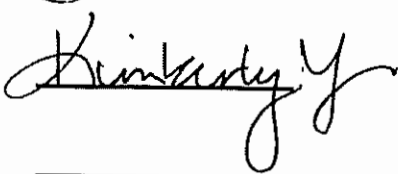
- (a) The University agrees to recognize and, to the extent outlined in this article, to deal with one (1) of the three (3) members of the Union Accommodation Committee as determined under Article 20:06(a) of the USW Staff-Appointed Collective Agreement. This representative may deal with accommodation issues involving those employed under this Collective Agreement.
- (b) 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 Union Accommodation Committee to represent the employee. The University or the union may also request ~~that the Union appoint a meeting with~~ a member of the Union Accommodation Committee to participate in discussions regarding a particular case discuss 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 Union 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.




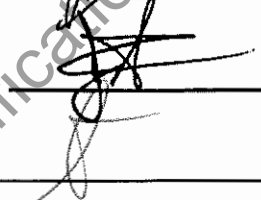
University of Toronto  
March 19, 2025

- (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.

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.

USW Draft for UTSC Ratification

## **ARTICLE 20: GENERAL**

20:01 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.

20:02 The parties agree to finalize the Collective Agreement within six (6) months of the date of its ratification. Printing and distribution of this Agreement will be the University's responsibility. The Employer will also supply the Union with one hundred (100) copies of the Agreement. In the interest of environmental conservation, the Collective Agreement will be posted on the University's People Strategy, Equity and Culture website and the USW Local 1998 website and the link to said website will be provided to all employees in the bargaining unit.

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, job 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.

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

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

\_\_\_\_\_  
\_\_\_\_\_

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## LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE

September 23, 2021

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

Dear Ms. Scott,

The University and the Union agree that all employees have the right to be free from domestic violence. The University recognizes the importance of providing timely and flexible assistance and support to employees experiencing domestic violence. Such assistance and support must be specific to individual needs. Accommodation and support that may be considered include but are not limited to access to campus and community support, including Human Resources, Health & Well-Being Programs & Services, the Community Safety Office, and the Sexual Violence Prevention and Support Centre.

Yours truly,

A handwritten signature in black ink, appearing to read 'Alex Brat', is positioned above the printed name and title.

Alex Brat  
Senior Executive Director, Labour Relations

## LETTER OF INTENT: EDIA TRAINING

September 23, 2021

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

Dear Ms. Scott,

The University acknowledges the importance of equity, diversity, inclusion, and accessibility (EDIA) training, and will continue to offer this type of training to Residence Dons during the term of this Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'Alex Brat', is positioned above the printed name and title.

Alex Brat  
Senior Executive Director, Labour Relations

25

## LETTER OF INTENT: CHANGE IN STATUS

### DATE

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

Dear Ms. Burke,

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

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.

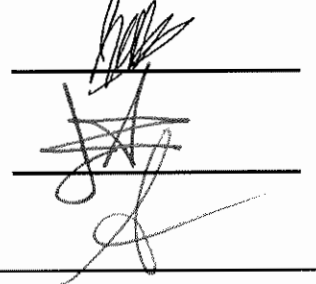
Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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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

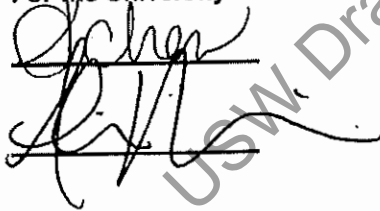
Dear Ms. Burke,

The University will provide courses required to maintain CPR and first aid certification for any bargaining unit employee ~~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.

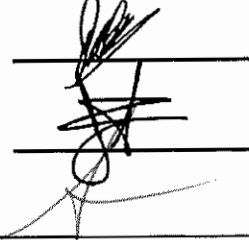
Yours truly,

Alex Brat  
Senior Executive Director, Labour Relations

For the University



For the Union



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