

# **COLLECTIVE AGREEMENT**

**For the “SMC Residence Dons” Bargaining Unit**

**BETWEEN**

**COLLEGIUM OF THE UNIVERSITY OF ST. MICHAEL’S COLLEGE  
(the “Employer”)**

**– and –**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (UNITED  
STEELWORKERS)  
(the “Union”)**

**January 1, 2026 – December 31, 2028**

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## **PREAMBLE**

We wish to acknowledge this land on which the University of St. Michael's College and USW Local 1998 operate. For thousands of years, it has been the traditional land of the Huron-Wendat, the Seneca, and the Mississaugas of the Credit. Today, this meeting place is still the home to many Indigenous people from across Turtle Island and we are grateful to have the opportunity to work on this land.

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

- 1.01** The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference which may arise between the parties which relates to this collective agreement and to set forth the conditions of employment and related matters to be observed by the Employer, the bargaining unit employees 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, 2000 and any other applicable legislation.
- 1.03** The University and the Union agree that Residence Dons and Senior Dons are students employed in a recreational program operated by the Employer, which is a charitable organization registered under Part I of the Income Tax Act (Canada), and that the duties or work performed by Residence Dons and Senior Dons are directly connected with the recreational program. Dons enhance the co-curricular experiences of students living in residence, including providing peer support and mentorship, athletic activities, themed parties, excursions, arts and crafts, and community building events. On this basis, it is the mutual understanding and intention of the Employer and the Union, notwithstanding anything in the Collective Agreement, that Residence Dons and Senior Dons 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.
- 1.04** The Employer and the Union agree that all of the stipends contained in Article 17 and in the Appendix A re Summer Dons 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.

## **ARTICLE 2: RECOGNITION & SCOPE**

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the University of St. Michael's College employed as Residence Dons and Senior Residence Dons in the City of Toronto, save and except supervisors and persons above the rank of supervisor.

## **ARTICLE 3: RELATIONSHIP**

- 3.01** The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employees' membership or non membership in the Union or their participation or non- participation in the activities of the Union.

**3.02** The parties also agree that there shall not be any discrimination or harassment in the treatment of employees as prescribed in the Ontario Human Rights Code and will not under any circumstances permit employment practices and procedures in contravention of it. Alleged violations may be pursued under the grievance procedure herein unless the matter has been pursued under the Code, in which case, the grievance procedure and arbitration may not be used.

For information only, the Human Rights Code requires equal treatment and freedom from harassment in the workplace because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability as defined in the Code.

**3.03** The Employer, the Union and employees are committed to maintaining a workplace free from sexual violence and sexual harassment and will take steps to prevent and limit exposure to such conduct. In assessing whether sexual violence or sexual harassment has occurred, the definitions and standards outlined in the Ontario Human Rights Code, the Occupational Health and Safety Act and the Employer's Sexual Violence and Sexual Harassment Policy, as amended 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.

Sexual harassment shall be considered discrimination under Article 3.01 of this Agreement. Harassment based on sex includes:

- a) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or
- b) Implied or expressed promise of reward for complying with an unsolicited sexual advance or solicitation; or
- c) Implied or expressed threat or reprisal in the form of either actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- d) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcomed.

Witnesses who give information and/or evidence in a complaint of sexual violence or harassment shall suffer no penalty or reprisal.

**3.04** Employees of the Employer will neither engage in nor be subject to threats of physical abuse, physical harm or other forms of workplace violence. All forms of workplace

violence will not be tolerated.

Employees of the Employer shall not engage in or be subject to harassment which comprises a course of vexatious conduct, comment or display that demeans, belittles or causes personal humiliation or embarrassment to the recipient and which is known or ought reasonably to be known to be unwelcome. For clarity, this does not include the proper performance of management functions, the exercise of management authority or the issuance of discipline to an employee.

Workplace violence or harassment described above shall be treated as a serious disciplinary offence and violators will be disciplined accordingly.

An employee may file a grievance alleging a course of conduct amounting to workplace harassment if, after the Employer has exhausted any applicable internal steps to respond to the situation, the employee is dissatisfied with the outcome or if, after 60 days have elapsed from the date the written complaint was brought to the attention of the Employer, identifying the conduct alleged to constitute workplace harassment, the Employer has not provided the employee with a response to the complaint. Such grievance will be filed at Step 2 of the grievance procedure. If not resolved at Step 2, 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.

For clarity, workplace harassment may occur while on the Employer's premises and in work-related activities occurring off-campus. For clarity, workplace harassment that occurs through electronic means is covered by this Article.

### **3.05 No Reprisal**

Further, every employee has the 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 the 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 egregious. 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 egregious. Both the Respondents and Complainants shall be made aware of this Article if they are members of the bargaining unit.

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

An employee, who makes a report of sexual violence or sexual harassment, may request, through the Union, to minimize contact with the respondent. Every effort

shall be made to do so, without the complainant suffering any penalty. The University and the Union agree to treat such requests as confidential to those directly involved.

- 3.06** In the event the University decides to investigate a report of sexual violence and/or sexual harassment under the applicable University Policy or Program, 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 the investigator, within six (6) working days of being notified of the choice of investigator. The Complainant or Respondent making such objections shall provide the reasons and ground therefor. The University shall give due consideration to all such objection 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.

No information relating to the complainant's personal background or lifestyle shall be admissible during the grievance or arbitration process.

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 from the date the written Report was finalized, signed by the employee, and submitted to the University, 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 2 of the grievance procedure. The time limit for filing a grievance alleging sexual harassment under this Agreement shall be no longer than twelve (12) months after the occurrence of the matter which is the subject of the grievance. The time limit for the University to issue a Step 2 response under Article 3:07 shall be sixty (60) working days. Where there is a case of alleged sexual harassment and the alleged harasser is the Supervisor of the complainant / grievor, the time limit to file a complaint or grievance shall extend to eighteen (18) months.

- 3.07** Any employee covered by this Agreement who files a complaint or who is a respondent to a complaint under Article 3 shall be notified of their right to be accompanied by a Union representative at any stage of the process.

**3.08 Labour Management**

The parties agree that there will be a joint Labour/Management Committee consisting of up to two representatives selected by the union, one of whom shall be the Unit President and the Bursar and one other management employee. This Committee will meet quarterly to discuss items of mutual concern, which are not the subject of a grievance or collective bargaining. An agenda will be used and will be prepared in advance of such meeting. The Committee shall not have the power or

authority to alter, modify or amend any part of the collective agreement.

- 3.09** The parties 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 Employer 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. The Employer 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 Employer.

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

- 4.01** Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management. Without limiting the generality of the foregoing, the Employer's exclusive rights, power and authority shall include the following:

- a)** The right: to select, hire and control the working force and employees, to transfer, assign, promote, demote, classify, layoff and retire employees; to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the collective bargaining agreement.
- b)** The right: to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices, to be obeyed by its employees; to discipline, suspend and discharge employees which shall be for just cause.
- c)** The right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the services to be provided; the standards of work, the description of jobs, the subcontracting of work; the schedule of hours of work; the number of shifts, the methods, processes and means of providing any services required; job content and requirements; quality, job testing and standards; quality standards in accordance with its industrial engineering methods; the qualification of employees; the use of improved methods, technical advancement and equipment; whether there shall be overtime and who shall perform such work; the number of employees needed by the Employer at any time and how many shall work on the job, operation of the administration of the Employer's pay system; the number of hours to be worked; the starting and quitting times and,

generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Employer, subject to the express terms of the collective bargaining agreement.

#### **ARTICLE 5: STRIKES AND LOCKOUTS**

- 5.01** The parties having entered into this Collective Agreement in mutual good faith, the Employer agrees there will be no lockout and the Union agrees there will be no strike, picketing, slow- down, or other concerted activity, either complete or partial, which could interfere with or restrict the Employer's operations during the term of this Agreement.

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

- 6.01** The Employer agrees to deduct from all wages, including stipends, paid to 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 Employer shall promptly remit the amounts so deducted, 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 Employer, 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 remittance shall be accompanied by a statement listing: (i) the name of each employee and the total amount of dues; and (ii) the names of the bargaining unit employees from whom no dues have been paid, if any. The remittance will also include the Union's "Summary of Union Dues" form.
- 6.04** The Union agrees to indemnify and save the Employer 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 Employer 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** Along with its offer of employment, the Employer 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 Employer for information and approval as to its factual accuracy. If the Employer 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.

- 6.08** On an annual basis before October 1st, new members shall be allowed to meet with the Union for sixty (60) minutes. The Employer will co-operate with the Union in arranging the meeting.
- 6.09** The Employer 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, personnel number, work email address, job classification, date of hire, and campus mail address. A list will be provided by August 30th.

#### **ARTICLE 7: REPRESENTATION**

- 7.01** The Employer recognizes the right of the Union to elect or appoint **two (2)** Union Stewards one of whom will be the Unit President, for the purpose of assisting employees in the processing or presenting of grievances. The Union agrees to keep the Employer notified in writing, at all times of the names of the employees who are acting in the capacity of Steward.
- 7.02** It is understood that the Unit President and Stewards will have to do the work assigned to them by the Employer. When it is necessary that they investigate a grievance during working hours, they will not leave their work before obtaining the permission of the Supervisor in charge. Such permission shall not be unreasonably withheld. When returning to their regular work, they will report themselves to the Supervisor. It is understood that whenever possible, the Stewards will attempt to take care of grievances at a time which will not impede the operation of the residence or their job responsibilities.
- 7.03** The Employer agrees to recognize and deal with a Union Grievance Committee composed of two Union Stewards.

#### **ARTICLE 8: NEGOTIATING COMMITTEE**

- 8.01** The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees who shall be regular employees of the Employer and the Unit President, along with representatives of the International Union.
- 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 negotiation, including proposals for the renewal or modification of this Agreement.

- 8.03** The 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.

Such employees will be granted one day's unpaid leave for preparation and one day's unpaid leave for proofreading of the new Agreement without such time counting towards Article 13.03.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

- 9.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitral if filed more than 25 working days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.
- 9.02** It is generally understood that an employee has no complaint or grievance until they, either directly or through the Union, has first given their immediate supervisor an opportunity to adjust the complaint.
- 9.03** If after registering the complaint with the supervisor and such complaint is not settled within one (1) regular working day or within any longer period which may have been agreed to by the parties (if a longer period is agreed to by the parties, the deadline to file a grievance will be extended by an equal number of working days), the following steps of the Grievance Procedure may be invoked:

### **STEP 1:**

The grievance shall be submitted in writing, through the Union to the Supervisor within fifteen (15) working days following the reply of the immediate supervisor. The Supervisor shall hold a meeting with the Union Grievance Committee, not to exceed two (2) in number, within a further ten (10) working days and shall communicate their position to the union within five (5) working days of such meeting. The grievor may be present if requested by either party.

### **STEP 2:**

If the grievance remains unsettled at the conclusion of Step 1, the grievance may be submitted within five (5) working days of the Supervisor's reply, to the Bursar or their designated representative who shall within ten (10) working days hold a meeting between the Union Grievance Committee (not to exceed two (2) in number) and the appropriate representatives of Management, in a final attempt to resolve the grievance. The International Representative of the Union or their designee and the Grievor may be present at this meeting if requested by either party. The Bursar or their representative shall within a further ten (10) working days give their decision, in writing, to the Union. If the Union wishes to proceed to arbitration, the Union shall, within thirty (30) days of the date of the Bursar's decision, but not thereafter, deliver to the Employer a notice in writing stating

that it wishes to take the matter to arbitration. The notice to arbitrate shall contain the Union's suggestions for an arbitrator and shall also specify the issues in dispute, the section or sections of the Collective Agreement alleged to have been violated and the remedy sought.

**9.04 Policy Grievances**

A Union policy grievance or an Employer grievance may be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) working days of the circumstances giving rise to the grievance. A meeting between the Employer and the Union shall be held within five (5) working days of the presentation of the written grievance. If the matter is not disposed of at such meeting the grievance may be submitted to arbitration within thirty (30) days of the date of such meeting and Article 11 (Arbitration) shall apply. Time limits may be extended by mutual agreement in writing as provided in Article 9.05. It is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the provisions of Article 9.01 hereof shall not thereby be by-passed.

**9.05** It is agreed that all time limits in these Articles 9, 10 and 11 are mandatory, that the only extensions of time limits will be by the Union and the Employer themselves notwithstanding Section 48 (16) of the Labour Relations Act. Extension of time limits shall be valid only if given in writing by the party granting the extension.

**9.06** When two or more employees wish to file a grievance from the same alleged violation of this agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step One of the grievance procedure.

**9.07** Upon mutual agreement, discharge grievances may commence at Step 2 of the grievance process.

**ARTICLE 10: DISCHARGE AND DISCIPLINARY ACTION**

**10.01** A claim by an employee that they have been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such a grievance is lodged with the Human Resources Office within five (5) working days after the employee ceases to work for the Employer. All discharge grievances shall commence at Step 2 of the Grievance Procedure.

**10.02** Where a steward is available, a discharged employee shall be given a reasonable opportunity to speak to a Steward prior to leaving the Employer's premises.

**10.03** Employees shall be entitled to review their personnel file, provided that four (4) business days' notice is given to the Human Resources Office.

Employees are entitled to be accompanied by a union representative to review their personnel file.

The employee of the Union may inquire as to the presence of any document in the employee's personnel file and request that said document be removed. If the Employer and the Union agree that the document is not relevant, the Employer shall confirm in writing that the document has been removed.

**10.04** Any notice of disciplinary action which is intended to form a part of employee's record shall be given in writing with a copy to the Union. Upon written request by the employee, the Employer shall remove such disciplinary notices or records from the employee's file when eighteen (18) months have elapsed since the date of issue, provided there has been no recurrence of a similar infraction.

**10.05** If the employee is to attend a meeting where they are to receive a written warning, suspension or be discharged, they will be notified of their right to union representation and will be entitled to union representation if they so request and a union steward is available. At any meeting where discipline will be imposed, the Union will be notified in advance of these meetings and shall send a Steward or other authorized Union Representative.

Employees will be notified of their right to union representation.

Where an employee is required by their manager to participate in a meeting to investigate a matter which could lead to disciplinary action, the employee will be notified of the day, time, location, general purpose of the meeting and their right to have a Union Steward attend such meeting. The Union will be notified in advance of these meetings and shall send a Steward or other authorized Union Representative. The Union Steward and employee may meet together fifteen (15) minutes prior to the start of the meeting with the Employer.

**10.06** The Union recognizes that there may be situations where a representative is requested after the commencement of a meeting and that advance notice will not always be practicable or possible. In such a case, the Employer shall notify the Union without delay that a representative is needed and without further discussion of the matter with the employee concerned.

## **ARTICLE 11: ARBITRATION**

**11.01** Prior to submitting a grievance for arbitration, the parties will discuss the possibility of mediation or mediation-arbitration in the interest of resolving disputes at an early stage.

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitral, or where an allegation is made that this Agreement has been

violated, either of the parties, after exhausting any grievance procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first party's suggestions for an arbitrator. The parties shall then attempt to select a mutually agreeable arbitrator. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

The arbitrator will hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon the Employer and any employee affected by it.

- 11.02** The arbitrator shall not be authorized to make any decision, which is contrary to, or inconsistent with, the provisions of this Agreement in any particular, or to deal with any matter, which is not covered by this Agreement.
- 11.03** The compensation and expenses of the arbitrator shall in all cases be borne equally by the Employer and the Union.
- 11.04** The arbitration procedure incorporated in the agreement is based on the use of a single arbitrator.

## **ARTICLE 12: STAFFING RELATED ISSUES**

- 12.01 a)** Offers of employment are conditional on confirmation that an employee has achieved a minimum cumulative or annual Grade Point Average of 3 on a 4-point scale in the current academic session.
- b)** Employment is conditional on the employee:
  - i)** remaining a full-time University of Toronto student in good standing throughout the academic session,
  - ii)** primarily living in the residence accommodations within which the employee is employed, and
  - iii)** having an ongoing in-person presence and in-person interaction with the residents on their floors/house.

Failure to meet these conditions during the term of the employee's employment will constitute just cause for discipline, up to and including dismissal.
- c)** Employees are expected to act as role models, accessible resources, and facilitators of the success of student residence life experience. Employees are also students working to achieve their own academic goals.
- d)** Provided it does not conflict or interfere with the fulfilment of their obligations to the Employer, an employee may accept other employment either within or outside the Employer.

**12.02** All vacancies that the Employer 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) calendar 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
- 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.

**12.03 a)** When an employee has satisfactorily completed a term of employment, they shall be offered the same position 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. 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. An employee's first term of employment as a Senior Don does not count toward the maximum.

In the event that an employee has held the position of Senior Don 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 may apply to posted vacant positions but may not be given any preference in hiring over new or any other applicants.

**b)** When selecting for a posted position amongst:

- i) candidates holding preference in accordance with this article 12.03(a), or
- ii) internal candidates who hold no preference,

the selection criteria shall include: availability for hours of work, skills, abilities, aptitudes and qualifications for the position.

- c) Satisfactory completion of a term of employment shall be assessed by the Employer and conveyed in writing to the employee as part of the employee's performance review process. 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 Employer 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 feedback will be provided 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.
  - iv) The Employer will confirm offers of employment as early as practicable. When confirming the offer of employment, the Employer shall invite the employee to indicate their preference in residence and/or suitemate, and the Employer will take these into consideration when assigning rooms. Employees may also indicate any accommodation needs and these will take priority over preference.

The letter of offer or conditional offer will contain pertinent employment information, including but not limited to mandatory dates (to the extent they are known), how to access their personnel number, and the name of the relevant Human Resources representative.

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

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

- d) 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** Unsuccessful applicants to posted positions may be maintained in a pool for unanticipated vacancies which occur during the relevant academic session.

### **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.

**13.03 Union Related Leave of Absence**

Employees who have been elected or appointed by the Union to attend Union conventions, conferences or other official Union business shall be granted a leave of absence without pay, provided the leave would not unduly interfere with operations. The Union will notify the Employer in writing as early as possible prior to the start of the leave, but in no event less than fourteen (14) days, of the names of the employees to be on leave. Such leaves shall not exceed thirty (30) days in aggregate per year. Employees on such leave of absence will continue to be paid by the Employer, but the Union shall reimburse the Employer for such wages and benefit payments upon receipt of a statement of the amount owing.

### **ARTICLE 14: BULLETIN BOARDS**

- 14.01** The Employer agrees to provide a Bulletin Board in an area accessible to employees in the unit for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. The Employer will also provide a bulletin board in Elmsley Hall.

### **ARTICLE 15: HEALTH AND SAFETY**

- 15.01** The Employer is committed to the prevention of illness and injury through the provision and maintenance of healthy and safe conditions on its premises. The Employer 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.

The Employer requires that health and safety be a primary objective in every area of

its operation and that all persons utilizing Employer premises comply with procedures, regulations and standards relating to health and safety.

The Employer 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.

**15.02** 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.

**15.03** The Employer 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 the health and safety of others.

**15.04** Employees will wear, and the Employer will supply, protective clothing and other devices which the Employer requires employees to use to protect employees from injuries arising from their employment.

**15.05** 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 workday. If the injury is such that transportation immediately following the injury is required, the Employer will provide, or arrange for, suitable transportation to a hospital, their university residence or other appropriate location.

**15.06** The Employer 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.

**15.07 Pregnancy**

In assessing the health and safety of work, the Employer shall consider the special risks that may apply during pregnancy. Pregnant employees may request a workplace assessment by the Employer. The employee will have the right to have a Union Representative in attendance during the assessment. Where risks or hazards are identified by the Employer through such an assessment, the Employer will arrange reasonable accommodation, including but not limited to options such as reassignment or leave.

**15.08 Accommodation**

The Employer recognizes its duty to accommodate the disabilities of the bargaining unit members under the Ontario Human Rights Code.

The Employer 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.

The Union or the Employer may request a meeting to discuss an ongoing accommodation case in a collaborative and cooperative manner.

Where there is a dispute involving the accommodation and/or the return to work of an employee covered by this Agreement, the Union can assign a representative to assist the employee.

With the written consent of the employee, the Union representative shall have access to any relevant medical information related to the accommodation and/or return to work of the employee.

Where the Employer proposes a particular measure of accommodation or does not adopt a proposal by an employee / Union of a particular measure of accommodation, the Employer shall provide the Union representative with the reasons for the proposal or denial at the Union's request.

Disputes regarding accommodation and/or return to work shall be subject to the grievance procedure beginning at Step Two.

## **ARTICLE 16: COMPENSATION**

- 16.01** While employed by the Employer employees in the bargaining unit are provided with a single room with internet, as well as the highest level meal plan as determined by the Employer. The provided housing shall include an ensuite or shared washroom that is not used by students. This is a taxable benefit.
- 16.02** Subject to any inconsistent ruling by the Canada Revenue Agency, the taxable benefit shall be based on 50% of the cost of the assigned room and 100% of the cost of the mandatory meal plan and will be prorated based on the start and the end date of the employee's annual employment.
- 16.03** Employees will be compensated a stipend of \$500, less applicable deductions for their participation in August training. This shall increase to \$509 on August 1, 2026 and to \$518.16 on August 1, 2027.
- 16.04** Senior Dons will be compensated an additional stipend of \$750, less applicable deductions, per semester, in the final week of the academic term. Payment will be prorated based on the start and end dates of the Senior Don's annual employment.

## **ARTICLE 17: HOURS OF WORK**

- 17.01** The Employer will present employees with a schedule of their training sessions, mandatory attendance days, and move-out date and time as soon as practicable.

All employees work on move-in days. Employees will receive their schedules (including breaks) and duties at least twenty-four (24) hours in advance. The Employer will make diligent efforts to provide a reduced move-in day schedule to an employee who will be on call that same day.

The Employer will present employees with a schedule of events, programming requirements, house meetings, 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 Employer will provide employees 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 employees are responsive to circumstances affecting the residence and its residents and are therefore ad hoc and incapable of being scheduled. Employees are expected to promptly and appropriately address any and all such circumstances, while maintaining an in-person presence as set out in Article 12.01.

- 17.02** Employees shall not be scheduled for training, meetings, or rounds in excess of 44 hours per week, save and except for their on-call duties as set out in Article 18.04. Periods of availability for on-call duties are 16 hours on weekdays and 24 hours on weekends and holidays, but can be varied by mutual agreement between the employee and the Employer.

During the August training period, employees 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.

- 17.03** The Employer will make a reasonable effort to schedule periods of on-call availability on an equitable basis. The Employer will make diligent efforts to avoid scheduling an employee for two consecutive periods of on-call availability unless the employee consents.

No later than two weeks before the beginning of each month, the Employer shall ask employees to indicate, in order of preference, up to seven (7) days in the month on which they do not wish to be assigned on-call shifts. The Employer will take these requests into consideration when creating the on-call schedule. These are not counted as vacation days under article 18.07.

- 17.04 a)** During a period of on-call availability, an employee must be immediately available by phone within an area boundary by:

- i) Bloor Street West to the north
- ii) Wellesley Street West to the south
- iii) Bay Street to the east
- iv) Queen's Park Crescent West to the west

to respond onsite as soon as possible and in any event, within ten (10) minutes

following initial contact.

- b) The Don-on-Duty Keys must remain on the Employer's campus at all times.
- c) Unless an employee who is on-call is actively engaged in scheduled rounds, or in responding to circumstances that arise during the employee's Don-on-duty shift, the employee 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.

**17.05** Employees may request approval from their supervisor to exchange scheduled on-call availability. Employees are expected to make every reasonable effort to request approval at least 72 hours in advance of, and in no case less than 48 hours prior to, the start of the on-call period, unless otherwise agreed.

**17.06** The Employer will make a reasonable effort not to schedule any work activities to conflict with:

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

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

**17.07** Subject to operational requirements and management approval, employees may book up to six (6) vacation days per semester. Employees are entitled to two (2) additional vacation days during each Reading Week. On both Thanksgiving and Easter weekends, subject to operational requirements, each employee will be entitled to select one additional day off on Saturday, Sunday or Monday that will not count as a vacation day. Vacation days cannot be banked or carried forward, and will not be approved during Training days, Orientation Week or Move-Out/Room Inspection days. Employees are not required to be on campus during the overnight following a vacation day.

## **ARTICLE 18: GENERAL**

**18.01** Where the singular is used in this agreement it is agreed that the plural is an acceptable substitute whenever and wherever the plurality is applicable.

**18.02** Printing and distribution of this agreement will be the Employer's responsibility. The Employer will supply a bound copy of the said agreement to all bargaining unit employees. The Employer will also supply the Union with five (5) copies of the agreement. The Employer will make every effort to have the agreement printed within one (1) month of its signing.

## ARTICLE 19: TERMINATION

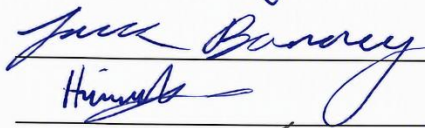
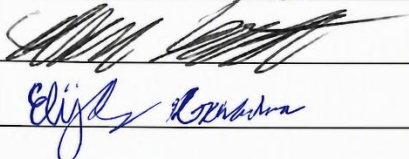
- 19.01** This Agreement shall become effective January 1, 2026, and continue in effect until December 31, 2028.
- 19.02** Either party desiring to renew or amend this agreement may give notice in writing of its intention during the last ninety (90) days of its operation.
- 19.03** If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

Dated at Toronto, this 7th day of August, 2026.

FOR THE EMPLOYER

  
\_\_\_\_\_

FOR THE UNION

  
\_\_\_\_\_  
\_\_\_\_\_  
  
James Barrow  
Himself  
\_\_\_\_\_  
  
Eliza Kordova  
\_\_\_\_\_

## **APPENDIX A – SUMMER DONS**

“Summer Dons” are Residence Dons and Senior Dons who are hired to work the summer term.

1. All terms and articles detailed in the collective agreement apply to employees hired as Summer Dons except:
  - Article 12.01(a)
  - Article 12.02
  - Article 12.03(a) and (c)
  - Article 17
  - Article 18.02
  - Article 18.03
  - Article 18.07
2. Summer Don positions are posted internally for at least seven (7) calendar days, and priority in hiring is given to members of the bargaining unit whose enrolment as full-time students at the University of Toronto for the summer term have been confirmed.
3. Summer Dons receive no priority in hiring for the following academic session, nor for the following summer term.
4. Summer Dons are provided a single room with internet, which shall include an ensuite or shared washroom that is not used by students. Subject to any inconsistent ruling by the Canada Revenue Agency, the taxable benefit shall be based on 50% of the cost of the assigned room. Summer Dons receive a \$2,000 stipend in lieu of a meal plan. This shall increase to \$2,036 on May 1, 2027 and to \$2073 on May 1, 2028. The stipend is subject to statutory deductions and union dues.
5. The Employer will consult with the Summer Dons before finalizing the summer on-call schedule. Employees shall not be scheduled for training, meetings, or rounds in excess of 44 hours per week, save and except for their on-call duties.
6. Subject to operational requirements and management approval, employees may book up to eight (8) vacation days during the summer term.

## **LETTER OF UNDERSTANDING: DOMESTIC VIOLENCE**

The Employer and the Union agree that all employees have the right to be free from domestic violence. The Employer 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. Supports that may be considered include, but are not limited to, leaves of absence under various provisions of this Collective Agreement, short-term emergency housing, assistance in finding longer-term housing, and access to campus and community support, including Human Resources, the Employee Family Assistance Program (EFAP), and the Sexual Violence Prevention and Support Centre.

## **LETTER OF INTENT: RESIDENCE DON MEETING SPACE**

Employees will not be required to meet with residents in the employee's bedroom where the employee has another room or where the Employer has identified a suitable alternative meeting location. The Employer 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 (i.e. common room).

## **LETTER OF INTENT: CPR AND FIRST AID TRAINING**

Employees are expected to complete CPR-C and first aid certification prior to commencing August training and to maintain such certification through the course of their employment. The Employer will reimburse the employee for up to \$100 for this training or for recertification costs if the employee's certification lapses during the course of a term of employment.

## **LETTER OF UNDERSTANDING: WINTER BREAK**

If the Employer intends to implement any changes to operations that would result in bargaining unit members working during the winter closure period, the Employer shall provide advance written notice to the Union by March 31st. The parties shall meet to negotiate the terms and conditions related to that work over the winter closure.