

USW Local 2010-02 | Residence Dons



# Collective Agreement Guide

Historic *First* Contract for Residence Dons

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# Contract Highlights

Details regarding your *first* Collective Agreement are outlined in this document for your review and understanding.

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## *Term of Collective Agreement*

**August 1, 2023 to July 31, 2026**

## *Who's in the bargaining unit*

All *Residence Dons* employed by Queen's University, including *Living Learning Community Dons* (LLCs) and *Residence Life Assistants* (RLAs), will be in the bargaining unit each year.

## *Union Representation (paying dues)*

USW Local 2010 waived the union dues and joining fees for this historic *first* Collective Agreement in August 2023. Effective August 1, 2024, all new and returning Dons in Local 2010-02 will begin paying union dues and joining fees under this Collective Agreement.

## *Knowing your Rights in the Workplace*

The Employer will inform all Members of their affiliation in the USW Local 2010-02 Union, where to find a copy of the Collective Agreement, and when the Union Orientation will be held. This information will be included in the Employee's appointment letter at the time the offer of employment is made.

## *Asserting your Rights in the Workplace*

There are several Articles in your first Collective Agreement outlining processes to allow you and your Union to address and assert your rights in the workplace including:

- Labour Management Committee participation.
- Recognition of Executive Board Officers within your Local Unit (2010-02).
- Recognition of Union Representatives on University Committees where applicable.
- The Employer will recognize up to eight (8) Union Representatives (i.e., Stewards) for your Local Unit.
- The Employer will recognize a Bargaining Committee of up to three (3) Dons each round.
- The Employer must have "just cause" to terminate a Residence Don, LLC, RLA.
- Formal grievance and arbitration process that Dons can access with Union support to defend your rights under the Collective Agreement.
- Harassment and Discrimination Prevention and Response Policy access with Union support.
- Whistleblower protections.

## **Management Rights**

It's important to know that all Collective Agreements for unionized workers have a clause outlining **managerial rights**, and to familiarize yourself with these rights. Your Collective Agreement reflects the following managerial rights:

### **ARTICLE 5 – MANAGEMENT RIGHTS**

**5.01** The Union recognizes that the management of Queen's University is fixed exclusively in the Employer and without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of this Agreement, it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) plan, direct and control operations;
- (c) determine job requirements, work assignments, methods, hours of work, schedules, and standards;
- (d) determine the size, composition, and deployment of the workforce;
- (e) hire, appoint, classify, transfer, promote, demote, lay-off, suspend, discipline, or discharge, provided that a claim of discipline or discharge without just cause may be the subject of a grievance in accordance with the grievance procedure specified in this Agreement; and,
- (f) establish, alter and enforce reasonable policies, guidelines, rules and regulations governing the operation of the Employer.

**5.02** The Employer agrees that it will not exercise its rights set out in this Article in a manner that is inconsistent with the provisions of this Agreement and confirms its commitment to administer this Agreement such that it will not act in a manner that is arbitrary, discriminatory, or in bad faith. The Union agrees that the fact of the Employer exercising its rights under this Article shall not constitute harassment or discrimination.

## **Representation for Discipline and Discharge**

- “Just cause” language.
- Principles of progressive discipline recognized.
- **Union Representation if requested** by Members at disciplinary meetings with Employer.
- 18-month sunset clause for documentation removal from personnel files.

## **Health and Safety**

- Governed by the provisions of the Ontario **Occupational Health and Safety Act** and its regulations.

- The right of workers to be informed about hazards in the workplace and to be provided with appropriate training.
- Injured Members clause.
- Ability to grieve health and safety issues with Union support.

### *Probationary Period*

- Period of time for the Employer to evaluate the skills and qualifications for all Dons, and for the Employer to provide feedback regarding performance and suitability for the position.
- The probationary period commences the **first day of Pre-Academic Year Employee Training and ends the last day of Fall Term.**
- If a Don commences employment after Training, the employee will be on probation for a period of eighteen (18) weeks of active employment.
- **During the probationary period an Employee may be terminated at any time, or for any reason,** and the Employee will not have recourse to the Grievance or Arbitration provisions of this Agreement, unless the termination is alleged to have been discriminatory, arbitrary, or made in bad faith.

### *Seniority*

- Seniority will be recognized by the Employer following a member's completion of their probationary period back to the commencement date of probation.
- **Seniority will accrue year to year** and will not be affected by the summer break between appointments if the appointments are consecutive.

### *Hiring and Rehiring Clarity and Consistency – Annual Hiring Cycle*

- Initial hiring process, for all Don positions, including Living Learning Community Dons and Residence Life Assistants.
- Subsequent hiring process.
- Defined process for hiring Living Learning Community Dons and Residence Life Assistants when vacancies occur.
- Stayover Don role process.
- Application and Selection process for **New and Returning Don** applicants.

#### **Returning Don hiring decisions will be based on applicants:**

- **demonstrating the necessary skills and qualifications during the interview process,**
- **satisfactory past performance, including formal evaluation, and observed behaviours.**

### *Workload*

- Ability to discuss workload and scheduling with Managers/designates.
- If workload and scheduling concerns remain unresolved, Members can advance discussions to the Assistant Director **with Union Representation** and support.

## ***Grievance and Arbitration***

- Mutual desire of the Parties that complaints between the Employer and an Employee and/or the Union be addressed as efficiently as possible.
- Informal Resolution Request (IRR) process.
- Formal Resolution process.
- Ability to submit individual, group, and policy grievances to the Employer on behalf of Dons.
- Arbitration process.

## ***Consistency in Scheduling***

The Collective Agreement establishes consistent constraints for how work is to be scheduled for Dons, in keeping with:

- Advance posting of schedules for Dons while recognizing the nature of the work may include some unscheduled and ad hoc responsibilities.
- Commitment from the Employer to make reasonable efforts not to schedule shifts that conflict with religious holidays or academic activities.
- **On-call shifts are regulated.**
- Dons must inform Managers/designates when they will be away or if there is a shift exchange.

## ***Move-In Weekend***

- On-call shifts on Move-In Weekend will be shortened to nine (9) hours.
- Members required to work an on-call shift during Move-In Weekend, will not be scheduled to work in any other capacity except for community engagement, the floor meeting, community dinner, and drop-off at Orientation activities, which shall not exceed five (5) hours.
- **Members not scheduled for an on-call shift on Move-In Weekend, will not be scheduled for longer than thirteen (13) hours**, inclusive of the lunch hour and break times. Each Member will be entitled to two (2) fifteen (15) minute breaks as well as a one (1) hour lunch break.
- The Employer will continue to provide a paid lunch voucher to all Members who are scheduled to work.

## ***Clarity on Room Assignment Process***

- The Parties (Union and Members) recognizes Managements Right to assign rooms, based on operational need, in a fair and reasonable manner.
- The placement of Dons is an intentional process that seeks to ensure that residence communities are diverse and inclusive.
- For clarity and transparency, the factors considered in deciding room assignments include, but are not limited to:
  - accommodation requirements (health and non-health),
  - differing gender identity,
  - student status (international, domestic, graduate), and,
  - new/returning Members.

- Members who require accommodation based on disability must complete the **health accommodation form**. For other Ontario *Human Rights Code* based accommodations, Member must complete the **non-health accommodation form**.
- All forms must be completed and submitted to the Employer by **June 1<sup>st</sup>** annually.
- Forms will be assessed based on Employer policies.
- The Employer will also assess non-Code based requests such as specific bed length based on height, etc. These requests must also be made by **June 1<sup>st</sup>** annually using the **non-health accommodation form**.
- The Employer is committed to its obligation to accommodate Code based requests to the point of undue hardship.
- Room preferences do not trigger these obligations.
- For Code based accommodations that are denied, the Employer will respond in writing to the member outlining the rationale for the decision **and** will include the option of submitting additional information to support the request.
- Written notification must be provided to the Member no later than the time room assignments are distributed to all Dons.
- Members have the right to Union Representation when dealing with accommodations.

### ***Mandatory Training (Pre-Academic Year Employee Training)***

During negotiation for the *first* Collective Agreement the Union indicated that compensation for Pre-Academic Year Employee Training was identified as a priority for the Bargaining Unit. The Parties acknowledge that there may be an opportunity to condense the length of the training while acknowledging that in-person training is mandatory and critical for Employee success in their role. There was also an acknowledgement that training itself is a management right pursuant to Article 5 of the Collective Agreement. As a result, the Parties agreed that by no later than April 30, 2025, they will:

- Form a working group with the stated intention of examining the potential to condense the length of the training and/or method of delivery.
- The working group will include representatives from the Local Union, representatives from Residence Life Management, up to three (3) Employees, and other University partners that can assist the Parties to meet their mutual goal.
- In the event that these discussions result in the reduction of the length of Pre-Academic Year Employee Training, the **stipend as at Article 30.02** may no longer be required, subject to agreement of the Parties. If the length of training remains the same as in 2024, the stipend will be paid to Employees in 2025.

### ***Residence Staff Manual***

- The Employer will provide an updated copy of the **Residence Staff Manual** to each Member at the outset of the Pre-Academic Year Employee Training.
- An **updated copy via email** will be provided to each Member within ten (10) business days of any substantial changes being made to the Residence Staff Manual.

## Guest Dining Passes

The Employer will provide each Member with **ten (10) Guest Dining Passes** per Academic Year.

## Refrigerator

The Employer will continue to provide each Don with a working fridge in their assigned room.

## Additional Hours of Work

- The flexibility that Dons have for non-work activity during on-call shifts is not considered hours worked.
- An on-call shift is **equivalent to three (3) hours of time worked**.
- Time spent at Pre-Academic Year Employee Training or on any University Committees is not considered hours worked.
- Managerial pre-approval is required before any hours are worked in excess of thirty (30) hours in a week.
- **Dons approved to work in excess of thirty (30) hours per week, shall be paid minimum wage, less all applicable deductions, for every hour worked.**

## Employee Benefits

During their period of employment in the Bargaining Unit, Dons shall be entitled to participate in the Employer's **Employee and Family Assistance Program** (EFAP).

## Compensation Package, Meal Plan, and Taxable Benefit

- All Employees in the Bargaining Units shall be provided with a single room with internet, as well as the mandatory meal plan (*as determined by the Employer*), as compensation.
- This compensation package is a taxable benefit.
- The taxable benefit will be prorated based on the start/end date of the Work Term/Contract.
- When calculating the taxable benefit for each Employee, **the Employer will deduct the maximum disturbance factor as allowable under Canada Revenue Agency (CRA; currently 60%).**

## Stipend Rates

- Living Learning Community Dons, Residence Life Assistants, and Stayover Dons will receive the applicable stipend as set out below (stipend will be prorated accordingly if these positions are vacated early).
- Stipend payments are paid in the month following the end of the Academic Term.
- **Living Learning Community Don:** \$500 per Academic Term worked.
- **Residence Life Assistance:** \$750 per Academic Term worked.
- **Stayover Don:** \$190 per on-call shift worked.



### ***Additional Hours of Work – Hourly Wage Rate***

- Managerial pre-approval is required before any hours are worked in excess of thirty (30) hours in a week. Any Employees approved to work in excess of thirty (30) hours per week, shall be paid minimum wage, less all applicable deductions, for every hour worked.

### ***Pay for Pre-Academic Year Employee Training***

- The **payment for 2024** will be paid after the Pre-Academic Year Employee Training in August 2024 occurs and is based on attendance, approved absences, and all applicable deductions and remittances.
- Compensation for Pre-Academic Year Employee Training **may change for 2025** subject to the Letter of Understanding on Review of Pre-Academic Year Employee Training.

### ***Compensation for Attendance at Employer-Required Meetings***

- The Employer recognizes that due to the nature of the Work Term/Contract within the Bargaining Unit, Union Officials (Dons acting in their capacity as Unit Chairperson, Unit Recording Secretary, Unit Grievor, Union Representatives and Committeepersons) may be required to attend meetings with the Employer during their non-working hours.
- The Employer will provide the Union with a lump sum payment of \$3,000.
- The **Union will administer payment to Union Officials, at the hourly wage rate** set out in accordance with Article 30 (minimum wage, less all applicable deductions, for every hour worked), to a maximum of seven (7) hours per day.
- The purpose of this payment is to compensate Union Officials appointed to represent the:
  - Bargaining Unit on a Joint Health & Safety Committee (JHSC),
  - for time spent during their non-working hours participating on a JHSC,
  - or participation on a Union Bargaining Committee.
- Those who participated on the Union Bargaining Committee these past several months, will receive retroactive payment later this Spring from the Union, on behalf of the Employer.

### ***Letters of Understanding (LOUs)***

- Whistleblower/Improper Acts Reporting Policy
- Leaves of Absence
- Sick Leave *including* Return to Work and Accommodations
- Employee (personnel) File Management
- Policies Affecting Terms and Conditions of Employment
- Residence Staff Manual
- First Seniority List
- Attendance at Required Employee Meetings
- Review of Pre-Academic Year Employee Training (mandatory August training)