



Staff-Appointed Collective Agreement Frequently Asked Questions

STAFF-APPOINTED COLLECTIVE AGREEMENT FREQUENTLY ASKED QUESTIONS

It's important for members to read and understand their Collective Agreement. You can always obtain a copy of the current Collective Agreement on the [USW 1998 website](#). This document summarizes some frequently asked questions and offers some commentary. Many situations are unique, so please contact your [Union Steward](#) or the [Union office](#) if you need more explanation or need advice on your specific concern or question.

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If you have other questions, please reach out contact your [Union Steward](#). We also have more specific resources addressing organizational change, retirement, bullying and harassment, and other questions on the [Resources](#) section of our website, along with your full [Staff-Appointed Collective Agreement](#). **This is your union and we're here to help!**

HOURS OF WORK, OVERTIME, AND ALTERNATIVE WORK ARRANGEMENTS

What are our hours of work?

Hours of work for full-time employees are **thirty-six and one-quarter (36 ¼) hours per week**. During **July and August**, full-time hours are thirty-three and three-quarters (33 ¾) hours per week.



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It is management's right to determine when those hours will be performed, however they must provide you a minimum of six weeks' notice before changing your hours of work.

Article 24:02

Regular hours of work for full time employees are thirty-six and one-quarter (36¼) hours per week (thirty-three and three-quarters (33¾) hours per week during July and August).

The University will provide a minimum of six (6) weeks' notice of an impending change of an employee's regular hours of work (e.g., a change in starting time, etc.).

How does overtime work?

Don't work for free! U of T is built on unpaid "voluntary" overtime. Too many of our members work through lunch, stay late, or work after hours without being compensated for it. We all want to work hard and do a good job, but don't allow yourself to be exploited. Begin work on time, work efficiently and effectively, and go home and have a life.

Authorized hours worked in excess of 36 ¼ hours a week will be paid at **time and a half**. Overtime **must be authorized in writing in advance by your supervisor**. Departments should communicate to you the procedures in place for overtime approval in urgent situations when you can't get pre-approval. Whenever practical, overtime should be offered on a voluntary basis and as equitably as possible to the employees who perform the work (*Article 24:06*).

If you work **two consecutive hours** or more **beyond your regular hours in a work day**, or you work four consecutive hours or more on a day you don't usually work, you are entitled to a **\$15 meal allowance** (*Article 24:09*). If you are authorized to work overtime **past 9:00pm**, you will be provided with a **taxi chit** or reimbursed for **campus parking** (*Article 24:07*).

Managers are allowed to ask you to flex your time within the same week (e.g., work late on Monday night and come in late on Tuesday morning), however, you may insist the time be counted as overtime hours.

Authorized overtime is credited to an overtime bank, **unless the employee and the immediate supervisor mutually agree that the overtime be paid** on the employee's next regular pay cheque (*Article 24:08b*). If overtime is banked, employees may take it off as **lieu time** at times **mutually agreed to by the employee and the immediate supervisor** (*Article 24:08c*).

For example, ten hours of overtime worked equals fifteen hours of banked overtime which an employee may take as paid time off at a time mutually agreed upon with their manager.



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Alternatively, if the employee prefers and the manager agrees, the employee could be paid for fifteen hours' worth of work on their next pay date.

The overtime bank may not at any time exceed **one hundred and fifty (150) hours** in total. At this point, you should be paid for any additional overtime. If you have banked overtime hours at the end of the calendar year, you and your manager may **mutually agree** to carry them over to the next year, otherwise they should be paid out to you (*Article 24:08*).

What about standby or call-in duties?

You should only check your e-mails and/or answer your work phone outside regular hours if **standby** and **call-in duties** are part of your position and you are appropriately scheduled and compensated for them.

Standby

While you are on standby, you must be available to get to work **within two hours** (*Article 17:01a*). You are entitled to **two hours of regular pay for each evening** you are on standby (*Article 17:01b*) and **three hours of regular pay for each weekend unit** you are on standby (i.e., Friday after the work day until Saturday at 12:00 midnight, Saturday at 12:00 midnight until the beginning of the work day on Monday) (*Article 17:01c*).

Call-In

If you are called in to work by your supervisor outside of regular hours, you receive a **minimum of four hours' regular pay** or pay for all hours worked, whichever is greater. If you are called to work but **not required to go to University premises** (i.e., work remotely), you receive a **minimum of two hours' regular pay** or pay for all hours worked, whichever is greater (*Article 17:02*).

What is an Alternative Work Arrangement and how do I request one?

An Alternative Work Arrangement (AWA) is an arrangement to alter your hours and/or location of work that may include flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., an earlier or later start). An AWA should not involve a change in the number of hours you work.

Prior to the 2021–23 Staff-Appointed Collective Agreement, an AWA was approved based on “the opinion” of your Division or Department Head, which is difficult language to challenge in a grievance. In bargaining the 2021–23 CA, the Union improved this language so AWA decisions are now based on “reasons of departmental operational efficiency, service effectiveness, and



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the University's guidelines for alternative work arrangements" rather than a manager's opinion. In addition, we negotiated a timeline for management to respond to your AWA request and language stating these decisions should not be arbitrary, discriminatory, or in bad faith. These improvements help bring more consistency to how AWAs are approved and implemented across the University and also strengthen our ability to challenge AWA decisions through the grievance process.

You may request an AWA using the AWA Template available on [HR Service](#). Prior to submitting your request, you should be sure to review the AWA Guidelines, SOP, and FAQ also available on [HR Service](#). Management must respond to your AWA **request in writing within twenty working days**.

All AWA requests are made on a temporary basis, per the AWA Guidelines. This does not prevent you from requesting an additional AWA or an extension to your current AWA when the arrangement comes to an end. You should be prepared that the University **will not grant an AWA for 100% remote work**, except in rare circumstances.

The University does have the right to determine that an AWA may not be appropriate for a specific position or department, but that decision should be made on the basis of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements. AWA arrangements also should be approved or denied in a manner that is not arbitrary, discriminatory, or in bad faith. For example, if your co-worker who performs the same work as you was granted an AWA for hybrid-remote work, you should not be denied a similar AWA request because your manager may not like you as much.

If your AWA request is being made for reasons of **family obligations**, it's recommended you reach out to the [Family Care Office](#) for assistance in your AWA request.

If your AWA request is being made for **medical or health-related reasons**, you should contact [Health and Well-being](#) for assistance, as your request would likely have to be made as an [accommodation request](#) based on your medically documented restrictions and limitations.

Article 24:05

Employees may submit requests for alternative work arrangements under the University's guidelines for alternative work arrangements as they may exist and change from time to time. Such requests may include flexible hours, a compressed work week, remote work setting, hybrid-remote work setting, or altered work hours (e.g., earlier or later start). It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.



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The Division or Department head's decision to grant or deny a request for alternative work arrangements shall be based on reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements. It is understood that such arrangements may not be suitable operationally in some work units and/or for certain positions, and that the design and approval of all arrangements is a matter for University discretion. It is further understood that such arrangements shall be approved or denied in a manner that is not arbitrary, discriminatory or in bad faith.

The Division or Department head shall respond to requests for alternative work arrangements within twenty (20) working days. Such requests shall be approved or denied in a written response to the employee.

In the event of an employer-initiated requirement for an alternative work arrangement, the Division or Department head shall provide as much notice to the employee as practicable in the circumstances.

Division or Department heads will utilize the University's guidelines for alternative work arrangements as they may exist and change from time to time in the implementation and administration of alternative work arrangements.

JOB DESCRIPTIONS AND WORKLOAD

My boss has asked me to do something that's not in my job description. Can they do that? What can I do about it?

Management has the right to determine tasks and work assignments and are within their rights to assign this work to you. A duty does not have to be in your job description for management to be allowed to direct you to perform it. Workers do have the right to refuse work that's unsafe, illegal, or completely inappropriate (e.g., going to traffic court to defend your manager's ticket). If you're being asked to do something that is a real change to your job and you are unsure about it, you can ask questions and raise your concerns with your immediate supervisor. It may be beneficial to raise these concerns through e-mail so there's evidence you raised them. However, if your manager insists you do the work, then refusal would be considered insubordination and you would run the risk of receiving discipline. Our advice in



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these situations is to “work now, grieve later.” Essentially, do the work and contact your [Union Steward](#) to discuss your situation and what follow-up may be appropriate.

If this is an **ongoing** change to your job, you should request an updated job description. If the new duties and responsibilities are at a higher level than you were doing before, you should contact the Union’s [Job Evaluation Committee](#) for advice on whether you should consider a reclassification request.

If this is a **temporary** arrangement of higher duties and responsibilities (e.g., you’re backfilling a vacancy or working on a short-term project) you can investigate whether a [one-time-only \(OTO\) payment](#) would be appropriate. Keep in mind that the University has stated it is limited in being able to provide OTOs while [Bill 124](#) remains in effect.

You can always contact your [Union Steward](#) for information and advice on these issues.

Article 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:

[...]

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.

What can I do if I have an unreasonable workload?

High workload is a common issue members face and is one of the more difficult concerns to address. Workload can be caused by many factors, such as being short-staffed, unrealistic expectations for a position, poor planning, increased activity (e.g., enrollments), or other reasons. It’s also challenging to bring up with management, given the fear that members may be treated as though they are poor performers rather than the acknowledgment of a true workload issue.



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Part of the challenge in addressing this issue is demonstrating that the cause for concern is workload and not performance related. Here are some tips to help demonstrate you are faced with a high workload:

- **Take note of any measurable changes**
 - If there have measurable changes in factors that affect your workload (e.g., increased enrollments, increased e-mail requests, increased support tickets), note those changes and how they compare to normal working conditions.
- **Request clarity on your priorities**
 - If you have too much work to complete within the assigned time, as early as possible and in writing, reach out to your manager to request clarification on what your priorities should be.
- **Keep a time log**
 - While it may feel like one more task on top of a heavy workload, having a general log of how much time you spend working on your various tasks can help demonstrate that you are not wasting your time and can give management a more accurate idea of how long it takes to complete tasks. Often management is unaware of how much work members do and how long this work can take.
- **Ensure you are not working any unauthorized overtime**
 - This includes working through breaks and/or lunch or working late to finish tasks without getting overtime approved. If you need overtime to complete a task, ensure you follow proper [overtime procedures](#) and request the overtime in writing as far in advance as you're able. This helps to document the hours you require to complete your workload. It also helps document if a request has been denied.

You can work with your [Union Steward](#) through this process as you gather the information to help demonstrate an unreasonable workload. While we don't have specific workload language in our Collective Agreement, *Article 4* says that management has the right to determine work assignments but does limit management to exercising that right in a manner that is reasonable. Your Union Steward can discuss with you strategies to present this information to your manager. This information may also be helpful if your manager disciplines you for performance concerns that are related to workload. Each individual situation is unique and your Union Steward can discuss with you the options that may be appropriate to your own.

It's also important to note that performing a higher volume of work does not necessarily translate into greater compensation. Workload is only one small element of how a position's salary is evaluated, whereas the complexity of tasks, level of responsibility, and other factors play a larger role. If you feel the work you are performing is at a higher level than your pay band, we encourage you to contact the Union's [Job Evaluation Committee](#) for advice.



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PERSONAL DAYS, VACATION, AND LEAVES

What are personal days for? Do I have to tell my boss why I need it?

Personal days are used for those expected and unexpected things when “life happens,” such as caring for a sick family member, taking your parent to a medical appointment, getting a mortgage, seeing a lawyer, observing a religious holiday, moving, dealing with a flooded basement, etc. Ideally, you should request them five days in advance and minimize disruption in the department (*Article 13:13*), but this is not always possible.

You are entitled to **four personal days per contract year** (July 1–June 30) which can be taken in **full or half-days**. They cannot be used to extend vacation or long weekends and get an extra day off. However, if the reason you need to take the day fits the definition of an appropriate need, the Union’s position is that a personal day may be used.

In some departments, supervisors will ask the reason for the personal day. In many cases, members don’t have an issue with this. However, if this makes you uncomfortable, you should give an honest but general answer, such as family commitment, non-medical appointment, emergency situation, etc. The list in the [Staff-Appointed Collective Agreement](#) includes examples of a personal day but is not an exhaustive list. If you are having issues with the approval of your personal day, please contact your [Union Steward](#) for support.

Article 13:12

An employee may request in advance up to four (4) days or up to eight (8) half-days of paid personal leave in any year. Such requests shall not be unreasonably denied. Wherever possible, staff members shall make their need for personal leave known to their supervisor at least five (5) days in advance. Examples of personal leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

How much vacation am I allowed to carry over?

Members can carry over the **number of vacation days that they accrue per vacation year, plus five additional days**. With written permission from their manager, they may carry over an



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additional five vacation days on top of that. Anything above that amount should be **paid out** to you **prior to the last pay period of your vacation year**. A vacation year begins on your **employment anniversary date** (*Article 22:05*).

You can check what your vacation accrual rate should be by viewing the chart in *Article 22:01* of the [Staff-Appointed Collective Agreement](#).

Can management deny my vacation request? Can they force me to take vacation?

When considering vacation requests, along with employee preference, management also considers operational and service effectiveness (*Article 22:03*). Essentially, if there are operational or service-based reasons that mean a vacation request is not appropriate, management does have the right to deny such a request. These may include times when there aren't enough staff available to cover a vacation request or a particularly busy time of year (often referred to as "blackout periods"). That said, if the situation in your department is such that there is an unreasonable amount of time when there aren't enough staff to cover a vacation request or when "blackout periods" apply, please contact your [Union Steward](#) for support.

If there are no operational or service-based reasons to deny a vacation request, it is the Union's position that it should be granted.

While management does have the ability to unilaterally schedule vacation, it must not be for a period of less than five consecutive days (*Article 22:03*) and it is the Union's position that it should not be done unless the member is carrying at least five days more than the allowable vacation carryover amount.

Can management make me train someone else to do my work while I'm on vacation? Can they require me to check my e-mail while I'm on vacation?

Management does have the right to direct you to train someone else to perform your duties while you're on vacation to help minimize disruption to the department. However, you should not be required to secure a "replacement" to perform those duties in order to go on vacation. It is the Union's position that management should arrange the distribution of your work while you're away.

You **should not perform work, including checking or responding to work-related e-mails** while you are on vacation. If your manager is directing you to perform work while on vacation, please contact your [Union Steward](#) for support.



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What if I need time away from work but don't have enough vacation?

Members have the ability to request a **leave of absence without pay** in the event they will be away for a longer time than they have available vacation. You may request an unpaid leave for a period of **up to one year** and extend that leave for **up to twelve additional months**. Such a leave must be requested at least **four weeks in advance**, should be for a **"good reason,"** and not unduly interfere with operations (*Article 13:02a*).

Typical reasons for an unpaid leave include family reasons, pursuing education, travel, etc. Generally, you **can not** request an unpaid leave to **pursue alternate employment**, including self-employment. In exceptional circumstances, such requests may be considered where the University determines that the employment is demonstrably beneficial to the University and the employee's professional development, and the employee's return to the University can be assured to the University's satisfaction (*Article 13:02a*).

During an unpaid leave, you will not lose seniority. You are also able to continue specific benefits, as listed in *Article 13:03*, by paying both the employer and employee portion of the benefit contributions for up to eighteen consecutive months in total.

Additionally, members have the ability to create a Self-Funded Leave Plan which would allow them to set aside some of their salary in order to receive it during a leave at a later date. For details on this, see the *Letter of Intent: Self-Funded Leave Plan* in the [Staff-Appointed Collective Agreement](#).

SALARY

What is Bill 124 and how does it affect me?

Bill 124, also known as the [Protecting a Sustainable Public Sector for Future Generations Act](#) is legislation the provincial OPC government enacted in 2019 that caps wage and benefit increases for public sector employees, such as nurses, teachers, and university employees, at a **maximum of 1% per year for three years**.

This means, for the contract years of **2020–21**, **2021–22**, and **2022–23**, under provincial law, we are limited to a maximum 1% increase in our salaries and benefits. Legally, we were not allowed to negotiate anything higher than that and the University is not allowed to pay us any more than that 1% increase. Most clearly, this impacts the Across the Board (ATB) pay increases we are able to negotiate for each contract year. Along with advances in language and rights, your



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bargaining committee **negotiated the maximum 1% ATB** for each year until Bill 124 is no longer in effect.

When does my pay increase?

Step Progression

Wage scales for the Staff-Appointed unit comprise of **twenty pay bands**. Each pay band contains a total of **nine steps**, including an initial hiring rate and eight progressive steps (*Schedule A: Salary*).

Each year, employees in the bargaining unit **move up one step** on their assigned pay band on **the anniversary of their date of hire** (*Schedule A: Salary (1)*). If you have been reclassified or have moved to a new job with a different pay band, you will move up a step on the anniversary of the change (*Schedule A: Salary (3)*).

The University can, in its sole discretion, hire someone at any step on the grid. They can also move employees through the grid at an accelerated rate (*Schedule A: Salary (5)*). That said, [Bill 124](#) currently limits the University's ability to do so until July 1, 2023.

Across the Board Increases (ATBs)

Across the Board Increases (ATBs) are negotiated as part of your Collective Agreement. This increase is applied to **all employees in the unit** and is intended to address increases to the cost of living. ATB increases are applied to the wage scales once or twice a year, dependent upon the terms of the Collective Agreement.

The current [Staff-Appointed Collective Agreement](#) includes ATB increases of **1% on 1 July 2021** and **1% on 1 July 2022**. We were capped at a maximum 1% increase due to [Bill 124](#). Any ATB increase for 1 July 2023 and onward will be negotiated in future collective agreements.

One-Time-Only Payments (OTOs)

The University can, in its sole discretion make lump-sum payments to employees in addition to an employee's base salary. These are called One Time Only payments (OTOs) and they do not add to an employee's base wage rate (*Schedule A: Salary (6)*). That said, [Bill 124](#) currently limits the University's ability to do so until July 1, 2023.

MANAGEMENT MEETINGS, COACHING, AND DISCIPLINE



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My manager has asked me to attend a meeting and I don't know what it's about. Do I have to go? When do I have a right to a Union Representative?

Management has the right to meet with staff at any time. **You can't refuse to attend a meeting with your manager.**

You don't have the right under the Collective Agreement to a Union Representative in general meetings with management or meetings where you will receive a coaching letter. Sometimes, on a without precedent and without prejudice basis, HR will allow a Union Representative to accompany you. If you are asked to a meeting with your manager and HR, and you feel uncomfortable about it, you can ask if you're allowed to bring a Union Representative in a support and note-taking role and the University may or may not approve. If they do not allow you to bring a Union Rep to a meeting where you don't have a right to one, we advise you to take notes and contact your [Union Steward](#) to discuss the meeting afterward.

Union Representatives don't have the right to attend organizational change or layoff meetings, but they will be there immediately after to meet with you and offer information and support (*Articles 12:05b, 12:06b, and 12:09*).

You do have a right to a Union Representative in any **disciplinary meeting** or **meeting to investigate a matter that may likely lead to discipline** (*Article 10:02b*). You also have a right to a Union Representative in **investigation meetings involving sexual violence or harassment, racial discrimination, workplace harassment, or civility concerns** (whether you are the complainant or the respondent) (*Articles 3:04, 3:10, and 3:12 and Letter of Intent: Complaints Based Upon Alleged Breach of Civility Guidelines, and/or Guidelines on Discrimination and Discriminatory Harassment*). In these cases, HR will generally have arranged ahead of time to have a Union Representative there for you. If you are in one of these types of meetings and no Union Representative is there, you should **request one immediately**. You are not obliged to discuss the matter without a Union Representative present.

You also have the right to a Union Representative in **accommodation** or **return-to-work meetings** (*Article 20:06b*). A Union Representative can assist with negotiations to ensure that your medical restrictions and limitations are properly addressed and/or accommodated upon return to the workplace.

How do I know if I have a letter on my file? What can I do about it?

Management will not put a letter in your personnel file without giving you a copy. There are generally two types of letters members receive:



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1. Disciplinary Letters

These are letters which outline an issue or concern management has and state clearly that they are disciplinary. The four general kinds of discipline are (from least to most severe): verbal warning with written documentation, written warning, unpaid suspension (typically one or five days), and termination.

The severity of discipline depends on the seriousness of the transgression it addresses and whether there is already discipline in the employee's personnel file for a similar infraction(s). Disciplinary letters given to U of T Staff Appointed members are copied to the Union. These letters are removed from your file after **twenty-four months**, provided there has been no recurrence of a similar infraction (also known as a "sunset clause") (*Article 10:03*).

When you are given a disciplinary letter, it is during a meeting at which you have the right to a Union Representative. You also have the right to a Union Representative at any investigatory meeting that is likely to lead to discipline (*Article 10:02*).

You can grieve illegitimate disciplinary letters. We can try to have the severity of the discipline reduced or have the letter edited if there are factual errors and/or misrepresentation in it.

2. Coaching Letters

These are letters which outline an issue or concern management has about your work performance and are clearly labelled as coaching letters. They are not a step in the progressive discipline process.

Coaching letters are removed from your file after **twelve months of active employment** (i.e., time actually at work) or **when your manager deems the concern is resolved**, whichever is earlier (*Article 34:01*).

It is difficult to make a viable argument for why a coaching letter is improper, but if you have good reason to believe that a coaching letter you receive contains inaccurate or misleading information, you should contact your [Union Steward](#) for support. Coaching letters given to U of T Staff-Appointed members are **not copied to the Union**.

You have the right to review your personnel file, provided you give two working days' notice to the appropriate HR office. You also have the right to bring a Union Representative (*Article 32:01*).



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APPLYING FOR JOBS

What rights do I have when I apply to a USW Staff-Appointed job?

Unless otherwise noted, all key points below are part of *Article 12:04a*.

Jobs will often be posted for a **minimum of seven working days** for internal and external applicants to apply at the same time. Applicants will be considered in the following order:

- Accommodation Pool applicants
 - A pool of members who were unable to continue in their current position due to reasons of accommodation. Typically, these are members who were on Long Term Disability for over two years and are ready to return to work or, in rare cases, were unable to continue performing core duties of their position due to medical restrictions/limitations.
 - These applicants only need to demonstrate they meet the **minimum qualifications** of the position to be hired.
- Redeployment Pool applicants
 - When members are laid off, they have the ability to join the Redeployment Pool. For more information, see our resources on Organization Change and Layoff on the [USW 1998 website](#).
 - These applicants only need to demonstrate they meet the **minimum qualifications** of the position to be hired (provided it is at or below the pay band of their eliminated position).
- Internal applicants
 - Internal applicants who meet the **minimum qualifications** will be **interviewed**.
 - Internal applicants will be interviewed **before external applicants**, where possible.
 - Must demonstrate they are the **most qualified applicant** to be hired.
- External applicants
 - Anyone who is not a member of the Staff-Appointed bargaining unit, even if they are in another USW 1998 unit.
 - Must demonstrate they are the **most qualified applicant** to be hired.

Internal applicants have the following rights when they apply to a USW Staff-Appointed position:

- Internal applicants who meet the **minimum qualifications** will be **interviewed**.
- Internal applicants will be interviewed **before external applicants**, where possible.



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- You'll be notified of the outcome of the search **before the successful applicant starts or if the posting is cancelled.**
- You are granted **time off work without loss of regular pay** to attend a U of T interview. You do need to tell your boss that you're going. If you prefer not to tell your boss, you will need to take a personal or vacation day or use flex or lieu time.
- You **do not** need to list your current supervisor on the application form. Keep in mind, the University retains the right to contact your manager later on in the process as it's all the same employer.
- Along with your skills, abilities, and previous relevant experience, the lived experience of candidates who are members of Indigenous, Black, racialized, and 2SLGBTQ+ communities, persons with disabilities, and other equity deserving groups shall be taken into consideration as applicable to the posted position. Keep this in mind as you craft the content of your resumé and cover letter and consider how you may be able to best highlight this experience in your interview.
- If you are a qualified applicant who was unsuccessful in the job competition, you can **request to meet with HR** to assist with your career development plan and job search skills (*Article 12:04b*).
- If you are successful in getting a new position at the University, within **two months** you can **decide to return to your original position** if you feel it isn't working out (provided your original position still exists). Note that your new supervisor can also decide to return you to your original position if they feel you are not performing satisfactorily in the role. This "trial period" is different from probation and happens any time you go from one Staff-Appointed role to another (*Article 12:04c*).

We strongly recommend you contact [Career Services](#) to prepare your application materials and especially your interview skills before applying to any position.

If you've been passed over for a job and you believe you were the most qualified applicant, or you believe you meet the minimum qualifications for a position and were not granted an interview, you can contact your [Union Steward](#) to discuss possible next steps, including filing a grievance. However, these are tough grievances to win.

What's a secondment? How do I apply to one?

A secondment is when a member in a **continuing position** applies to a **term position** and is able to **return to their original continuing position** at the end of that term contract. A secondment may last for **up to two years**. Usually in applying to a secondment, you looking to develop transferrable skills or for overall career development (*Article 12:04d*).

There is no such thing as a "secondment position." **Any term position of less than two years** is eligible to be used as a secondment. Once you've applied for and been offered a U of T term position—but before you accept the term position—you **send a written request** for



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secondment to your manager who will grant or deny a secondment request. If your secondment request is denied, contact your [Union Steward](#) as soon as possible to see if you have grounds for a grievance.

If your original position is eliminated during a secondment, you will still have access to your organizational change and layoff rights.

How does a secondment impact my salary?

When you start your secondment, your salary will adjust per *Schedule A: Salary (3)* in the Staff-Appointed Collective Agreement.

- If you are seconded into a higher payband position, your salary increases to the next higher salary step that is at least equal to or greater than three (3) percent of your current salary.
- If you are seconded into a position at the same payband, there is no change in your salary step.
- If you are seconded into a lower payband position, your salary will be decreased to the salary step closest to, but less than, your current salary.

If your payband changes, you have a new anniversary date for the duration of time you are in your secondment. This means, if your payband changes and you are in the secondment for more than one year, you will go up a salary step after being in that secondment position for one year.

When you return to your original position, you return to your original payband and original anniversary date, as though your salary steps continued to increase at the normal rate while you were away on secondment.

HEALTHCARE APPOINTMENTS, SICK LEAVE, AND ACCOMMODATIONS

How does sick leave work? Do I have to give a doctor's note when I'm off sick?

Once you've passed six months of probation (*Article 12:03*), you have access to **fifteen weeks of sick leave** for illness or injury (*Article 27:02*). If you return to work for one full day between illnesses, you get another fifteen weeks for any new illness or injury. For recurring illnesses, you



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must be back at work for three months to qualify for an additional fifteen weeks. It's important to check your work e-mail account on a regular basis while on sick leave, as it's the primary method Health and Well Being will use to communicate important information to you regarding your sick leave, but you **should not perform work, including responding to work-related e-mails** while on sick leave. If your manager is directing you to perform work while on sick leave, please contact your [Union Steward](#) for support.

The University can request a doctor's note at any time. However, such requests must be reasonable, and employees must be given **prior warning of the request**. Fees for a doctor's note are usually paid for by the employee.

Remember, you **never need to disclose your medical condition or treatment to your manager or co-workers**. If your expected absence will be **more than two weeks**, give your documentation to [Health and Well-being](#). If it is less than that, in most cases you will need to give it to your manager, if requested. You should ask your doctor to provide your expected return to work date, but you do not need to include diagnosis or type of treatment.

Do I need to take vacation/personal/lieu time for healthcare appointments?

Occasional and periodic health care appointments **should not** be counted as a personal day, a sick day, or a vacation day. They also **should not** be counted as lieu time (i.e., time you have to make up later or time used from your overtime bank). The onus is on the employee to do their best to schedule appointments outside of work time. If that's not possible, then they should try to schedule the appointment to minimize disruption. So long as that has been done, you should be granted **time off with pay necessary to attend the appointment**.

If you have **regularly scheduled** and **frequent** health care appointments, you may need to work out a **flex time or accommodation** arrangement instead. If you have a good relationship with your boss, you can sometimes work this out informally. If you don't want to go this route, you should go to Health and Wellbeing. You have the right to have a union rep help you with this.

Article 13:14

Where an employee cannot schedule a health care appointment outside of the employee's regular working hours, the employee will give as much advance notice as possible, and will be given time off with pay necessary to attend the appointment. In such cases, the employee will attempt to schedule the appointment so as to minimize disruption to the employee's work day.

A request by an employee to attend regularly occurring health care appointments, such as an ongoing treatment regimen, which cannot be



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scheduled outside the employee's regular working hours, may be treated by the University as a request for accommodation within the meaning of Article 20:06 and treated accordingly, as appropriate.

What do I do if I need an accommodation at work?

Depending on the accommodation, you will reach out to different places. For advice on:

- **Family-related accommodations**, reach out to the [Family Care Office](#)
- **Religious accommodations**, reach out to the [Anti-Racism and Cultural Diversity Office](#)
- **Medical accommodations**, reach out to [Health and Well-being](#)

In all cases, we recommend you contact your [Union Steward](#) for support as a first step.

Further information on accommodation can be found in *Article 20:06* and the *Letter of Intent: Employee Accommodation* in the [Staff-Appointed Collective Agreement](#).

BULLYING, HARASSMENT, AND GENERAL SUPPORT

What do I do if I feel I'm being bullied or harassed?

Employers have a responsibility to provide a workplace free from bullying and harassment. U of T has [guidelines](#) on what is not considered appropriate workplace conduct.

Some examples of inappropriate workplace conduct include shouting; profanity; abusive, aggressive, or violent language; slamming doors; humiliating, degrading, demeaning, belittling, insulting, frightening or intimidating another person; telling inappropriate jokes; and various forms of sexual, racial, or other Human Rights Code-based harassment or violence. There are also less obvious forms of bullying and harassment, such as excluding or isolating someone socially; undermining or deliberately impeding a person's work; removing responsibilities without cause; changing work guidelines; establishing unreasonable deadlines; or withholding information necessary to perform work duties.

None of this is acceptable behaviour and you don't have to put up with it. Many members endure bullying for years without taking any action and only come to the Union when they're in need of sick leave for stress/mental illness.

Even if you're at a point where you're not ready to speak with anyone about it, it's important to **document incidents of bullying and harassment**. Use your own document or feel free to



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contact your [Union Steward](#) for a form you can use. Take note of what is happening, the time/date, the location, and if there are any witnesses or other evidence. Even if you don't decide to act on something now, having that documentation will be helpful in case you decide to act later.

You can contact your [Union Steward](#) confidentially at any time for advice and assistance. If you are not getting along with a colleague, think twice before complaining to management. Reporting member-to-member conflict to management can sometimes make a situation worse. We encourage you to reach out to us first so we can advise you of appropriate options and support, should there be the need to reach out to the appropriate people in the University.

For conflicts that involve **only USW members**, we have **mediation services** available that can help address concerns in a non-punitive way without management having to be involved or informed. Workplace Investigations also has more options for conflicts that go beyond only USW members, such as **restorative practices** and **facilitated discussions** available to help address workplace conflict. In some cases, these informal options can be more effective in resolving the situation than going through the formal complaint process. There's still always the option to **file a formal complaint** and, should you choose to do so, your [Union Steward](#) can support you through the process.

If you are not the victim, but witness someone being bullied, you can still intervene or contact your [Union Steward](#) for support and advice.

The Union will sometimes offer workshops on how to identify and handle bullying and harassment at work. Watch out in the newsletter for when we announce upcoming opportunities to attend this or other training.

Who can I talk to if I need additional support outside work for issues like mental health, financial, addiction issues, legal issues, or other non-work concerns impacting my life?

Should you be seeking additional kinds of support, we encourage members to contact USW's [Lifeline](#) program (416-977-6888) and/or the University's [Employee & Family Assistance Program \(EFAP\)](#) (1-800-663-1142) to connect you with appropriate resources.

BENEFITS



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How does professional development, educational assistance, and the tuition waiver work?

Professional Development

Members can meet with their manager to discuss a **career development plan** together to help determine what professional development opportunities may be helpful. Members have access to a minimum of **four paid days per year** for professional development, subject to the University's approval (*Article 33:01*). Please contact your [Union Steward](#) for support should you run into issues with accessing any of the above.

Educational Assistance

Outside of formal professional development, members have access to educational assistance they can use to pursue a variety of education opportunities. Members can access a **tuition waiver** to take U of T degree courses up to a PhD Level. You only have to pay ancillary/incidental fees and this is considered a taxable benefit. Degree course waivers are limited to **three full courses during Fall/Winter** and **one course during Summer session** up to the equivalent Arts & Science general course tuition fee. These limits also apply to degree or certificate programs at Woodsworth College or other select U of T programs. For **graduate studies**, members get **up to \$3,000 tuition reimbursement** per year. Members can only be enrolled as part-time students.

Educational Assistance is also available for **School of Continuing Studies** courses. If the course is **work- or job-related**, members get **up to \$750** tuition reimbursement per course, or **up to \$350** for **non-work-related** courses. This is up to a **maximum of four courses per academic year**.

Members can also access a **50% tuition reimbursement** upon successful completion of a **job-related course** at another recognized educational institution. Be sure to **check with HR** that your course is eligible **before signing up**.

For part-time members, the Educational Assistance benefits will be pro-rated in accordance with the part-time appointment.

If your course is during the day, you must get your manager's permission (ideally in writing) if the course is during work time.

For additional information on Educational Assistance, see the *Letter of Intent: Educational Assistance*.

Tuition Waiver for Dependents



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This benefit covers the academic tuition fees of the spouse and dependants of a member up to a **first undergrad degree only**. It must be in a program which leads to a first undergraduate degree or certificate, and which do not require prior undergraduate preparation.

For part-time members, the Tuition Waiver benefits will be pro-rated in accordance with the part-time appointment.

For additional information on the Tuition Waiver, see the *Letter of Intent: Tuition Waiver for Dependents*.

Who do I talk to about my benefits?

For questions about:

- Insurance, Joint Membership Plan, Educational Assistance, Tuition Waiver
 - Speak with your [local HR representative](#)
- Health Benefits
 - Contact [Green Shield](#)
 - **Note:** Due to the impact of [Bill 124](#), rather than all our health benefits improvements coming into effect at the same time, some new health care benefits will be introduced on 1 April 2022 while the remaining new benefits will begin on 1 July 2022. For information on which benefits begin on which dates, contact the [Union office](#). For information on how these benefits are applied, eligibility, etc., contact [Green Shield](#).
- Pension
 - Contact [UPP](#)