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.

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!**

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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.

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 on an ongoing basis. It is the Union's position that this provision is for ongoing changes in employees' hours of work. If you believe your manager is using this provision to meet short-term operational needs and/or avoid overtime, please contact your Union Steward.

> ***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 banked at **time and a half**. Overtime **must be authorized in writing in advance by your supervisor**. Managers should communicate the procedures in place for **overtime approval in urgent situations** when you can't get pre-approval to new hires upon hire, to the entire department **on an annual basis**, and at any point when these procedures change. 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 workday**, 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)*.

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. 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)*.

Your department should establish and communicate a process to allow you to view your overtime bank *(Article 24:08b)*. Over the life of the 2026–29 Collective Agreement, the University will establish a system for tracking authorized overtime worked and any resulting employee overtime banks *(Letter of Intent: Overtime Tracking and Overtime Banks)*.

What if my manager asks me to flex my time?

Managers are allowed to **ask if you would like to** flex your time (e.g., work late on Monday night and come in late on Tuesday morning), however, they **cannot require** that you flex your time. This request should be to flex your time within the same week in order to ensure you are not working more than 36.25 hours that week, otherwise it would trigger overtime provisions.

You have the right to decline a request to flex your time and instead have the extra hours of work counted as approved overtime, per the Collective Agreement—but ensure you get the overtime approval in advance and in writing. Alternatively, your manager may decide that the extra work is not required to be performed outside regular hours.

Flex time should not be the default arrangement for when extra work is required. Managers should not frame any request for flex time in a way that implies that it is

required. If you feel your manager is requiring flex time and/or pressuring you into taking flex time instead of overtime, please contact your Union Steward.

One item to note is that management can change your regular hours of work, provided they give you **six (6) weeks' advance notice** (*Article 24:02*). It is the Union's position that this provision is for ongoing changes in employees' hours of work. If you believe your manager is using this provision to meet short-term operational needs and/or avoid overtime, please contact your Union Steward.

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 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' pay at the applicable overtime rate** 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' pay at the applicable overtime rate** or pay for all hours worked, whichever is greater *(Article 17:02)*.

What if I work part-time in a USW Casual position while holding a full-time USW Staff-Appointed position?

Work **within the Staff-Appointed Unit** in excess of 36 ¼ hours per week is overtime, if the requirements for overtime in the Collective Agreement are met. If the additional work you perform beyond the 36 ¼ hours per week of your Staff-Appointed position is work performed as a Casual Unit member, the rules for Staff-Appointed Unit overtime don't apply to that work. However, because you are performing work for the same employer and the Casual Unit Collective Agreement does not have language about overtime, you are still eligible for overtime for the work you perform as a Casual Unit member under the Ontario Employment Standards Act (ESA) legislation on overtime.

This means that you would get overtime in the following situations:

- When your **Staff-Appointed Unit position** requires you to work **more than 36 ¼ hours** in a week and the requirements for overtime in the Collective Agreement are met, you receive overtime based on the Staff-Appointed Collective Agreement.

- When you work your regular Staff-Appointed position for 36 ¼ hours in a week and your **Casual Unit position** requires you to work enough hours that your combined time working in a week between your Staff-Appointed Unit position and Casual Unit position is **greater than 44 hours**, you get overtime for the hours worked as a Casual Unit member above 44 hours in that week, per the Ontario ESA legislation on overtime.

- When your **Staff-Appointed Unit position** requires you to work **more than 36 ¼ hours** in a week and the requirements for overtime in the Collective Agreement are met, and your Casual Unit position requires you to work enough hours that your combined time working in a week between your Staff-Appointed position and Casual Unit position is **greater than 44 hours**, you receive overtime for:
    - the hours worked that week in the **Staff-Appointed Unit position** above 36 ¼ hours based on the Staff-Appointed Collective Agreement, **and**
    - the hours worked in the **Casual Unit position** that put your combined time working in a week between your Staff-Appointed Unit position and Casual Unit position beyond 44 hours above on the Ontario ESA legislation on overtime.

  For example, if in one week you worked 38 ¼ hours in your Staff-Appointed Unit position and 8 hours in your Casual Unit position, you would receive:
    - Two hours of overtime at your Staff-Appointed Unit position overtime rate, and
    - Two-and-one-quarter hours of overtime at your Casual Unit position overtime rate

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. The language concerning AWAs is contained within *Article 24:05* of the Staff-Appointed Collective Agreement.

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.The Union has negotiated over multiple rounds of bargaining to improve this language in the following ways:

- AWA decisions are now based on "**reasons of departmental operational efficiency, service effectiveness, and the University's guidelines for alternative work arrangements, including but not limited to the individual duties, tasks, and overall functions of the work**" instead of just a manager's opinion. These decisions **must not be arbitrary, discriminatory, or made in bad faith**.
- Management must respond to your AWA request **within fifteen working days**. Such requests shall be **approved, approved as adjusted, or denied in a written response** to the employee. Responses to requests that have been approved as adjusted or denied will include the **rationale** for the decision.
- AWAs will normally be approved for a **minimum of four months** and for up to a **maximum of twelve months**.
- If your AWA includes remote work, you **aren't required to "make up" an on-site day** should one of your on-site days fall on a holiday, Presidential Day, or leave approved in advance—except for when operational reasons require it.
- If the University alters the ongoing terms of, or ends, your AWA prior to the planned end date, then they must provide you a **minimum of six weeks' notice**—except in emergencies, unforeseen circumstances, and situations beyond the University's control.

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, standard operating procedure (SOP), and their FAQ, which are also available on HR Service.

All AWA requests are made on a temporary basis, per the University's 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 expect 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, including but not limited to the individual duties, tasks, and overall functions of the work. 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 in the same department 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.

Bear in mind that AWAs may vary between departments and even between positions within a department. Each department, and each position in each department, may have different needs based on how that department functions as a team; how it interacts with other departments, faculty, students, etc.; and the individual duties, tasks, and functions of the work of those individuals working within each department. All of those factors combined ought to be considered when management evaluates an AWA request.

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 with 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 will likely have to be made as an accommodation request based on your medically documented restrictions and limitations.

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, a Financial Officer being asked to do technical lab work). 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 you manager insists you do the work, then refusal could be considered insubordination and you could run the risk of receiving discipline. Our advice in 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. It's better to raise this question with your manager as early as possible.

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.

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. *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.

The *Letter of Intent: Workload Discussions* speaks to how **members may raise workload concerns with their manager**, who should discuss such concerns with the member without undue delay. While workload-related issues may be complex to assess and resolve, managers may consider potential solutions where feasible with the aim of addressing the concerns raised by the member and discuss them with you in a timely manner. If you are **temporarily assigned some of the duties of an absent colleague**, your manager **must discuss the prioritization of duties with you** *(Letter of Intent: Workload Discussions)*. Per *Article 3:13*, "every employee may raise questions, issues and/or concerns in respect of their own workload without fear of retaliation or reprisal, including but not limited to disciplinary action or discharge."

Your Union Steward can discuss strategies with you 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 of complexity or responsibility than your pay band, we encourage you to contact the Union's Job Evaluation Committee for advice.

> ***Letter of Intent: Workload Discussions***
>
> *During the 2023 round of collective bargaining, the parties discussed the process for an employee to raise a concern with their manager in respect of their workload.*
>
> *Where an employee is concerned that they may not be able to complete their assigned tasks and/or meet their manager's expectations about their work obligations, the employee may raise such concerns with their manager in the normal course of their day-to-day employment. Managers are expected to discuss such concerns with the employee without undue delay.*

It is understood that workload related issues may be complex to assess and resolve. However, managers may consider potential remedial measures where feasible, including but not limited to prioritization of assigned duties or tasks, adjustment of timelines, additional training, or technological and/or process improvements.

The discussions about workload pursuant to this Letter, or any outcomes of those discussions including any remedial measures or lack thereof, shall not be subject to the grievance procedure.

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, cultural observances, 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 **five 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, a personal day may be used adjacent to a vacation or long weekend.

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.

Although personal days cannot be used to extend long weekends or vacations, they can be used immediately before or after a long weekend or a vacation. The key is the purpose of the personal day being taken. If the purpose of taking the personal day is to extend a long weekend or vacation (in other words, to have an extra holiday day or vacation day without using a vacation day), then using a personal day would not be proper. It is, however, proper to take a personal day immediately before or after a long weekend or a vacation if the reason for taking the personal day is in keeping, in a general sense, with the reasons in *Article 13:12*. For example, if your moving date happens to fall on the day before a long weekend, you'd be requesting a Personal Day for the reason of moving, not for the reason of extending a long weekend.

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 five (5) days or up to ten (10) 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, cultural observances, professional appointments, court appearances, moving, supplementing a bereavement leave, writing examinations, volunteer activities, and attending to emergency situations.

Such leaves shall not be used for the sole purpose of extending vacation or long weekends.

Article 13:13

In arranging these leaves, both the best interests of the University as well as the interests of the employee shall be considered. It is anticipated that the employee will schedule leaves, where possible, so as to minimize the disruption to the operations of the employing department.

How much vacation am I allowed to carry over?

Members can carry over the **number of vacation days that they accrue per vacation year.** Members can also carry over **five additional days, with written permission from their manager**. 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)*. This means that when you carry over vacation days, they are carried over from one **vacation year** to the next, **not between calendar years**. For example, if your vacation anniversary date was on 15 March, you would have to use up additional vacation days in your bank above your carryover limit by 14 March.

In **exceptional circumstances**, as part of an **approved vacation balance management plan**, employees may be permitted to carry forward **up to five more additional vacation days** towards a planned leave, for a total carryover of **ten vacation days, plus annual accrual rate**.

In all instances where accumulated vacation credits are paid out, they will be paid out at the **rate of pay at which they were earned**. If any vacation credits accumulated prior to 31 December 2024 are being paid out, then they shall be paid out at the member's rate of pay in effect on 31 December 2024 *(Article 22:10)*.

Members can see what their 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.

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.

What if I need time away from work to care for a family member with a serious medical condition?

Members have two main options available if they need time away to care for a family member with a serious medical condition. The options are:

1) Request vacation
   a) This means you'll receive full pay for the days you are away, but you may have limited vacation days available. As well, this would be subject to the standard requirements for vacation requests.

2) Request an unpaid leave under Ontario's Family Caregiver Leave or Family Medical Leave
   a) Family Caregiver Leave is unpaid, job-protected leave up to 8 weeks long to provide care and support for a family member who has a serious medical condition.
      i) You may be eligible to receive Family Caregiver Benefit from Employment Insurance which is up to 15 weeks of EI benefits when you're providing care for a critically ill or injured family member over 18 years of age, or up to 35 weeks of EI benefits when providing care for a critically ill or injured family member under 18 years of age.

Under Article 13:15 of the Staff-Appointed Collective Agreement, the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which you are qualified during the one-week waiting period, provided that you apply for and receive these Employment Insurance benefits.

b) Family Medical Leave is unpaid, job-protected leave up to 28 weeks long. This leave is for when you have to provide care and support for a family member who is at significant risk of death within 26 weeks.
   i) You may be eligible to receive Compassionate Care Benefits from Employment Insurance which provide up to 26 weeks of EI benefits when you're providing end of life care for a family member.

      Under Article 13:15 of the Staff-Appointed Collective Agreement, the University will pay up to the equivalent of the maximum possible weekly Employment Insurance benefit for which you are qualified during the one-week waiting period, provided that you apply for and receive these Employment Insurance benefits.

If you are going through a situation where you may be accessing leave to care for a seriously ill family member and need additional support during this time, we encourage you to contact USW's Lifelife program (416-977-6888) and/or the University of Toronto's Employee & Family Assistance Program (EFAP) (1-800-663-1142).

What is a Self-Funded Leave and how do I take one?

Members can access **Self-Funded Leaves** to take time away from work beyond their vacation accrual and without having to use an unpaid leave, per the information in the *Letter of Intent: Self-Funded Leave Plan*.

Highlights:

- A self-funded leave may last between **three to twelve** consecutive months.
- Any full- or part-time member with **at least three years of service** in the Staff-Appointed Unit is eligible to apply.
  - No self-funded leave may be taken in the twelve months prior to retirement.
  - After the self-funded leave, members must return to regular employment for at least the same length of time they were away on leave.
- Members **defer a portion of their salary** (up to one-third) for a length of time between **one and four years** and the leave begins at the end of this deferral period.
- The deferred salary is paid in equal installments on the regular pay dates for the duration of the self-funded leave.

- Members must apply in writing to their manager and HR at least **six months prior** to when they'll begin deferring their salary.

For more details and requirements, refer to the *Letter of Intent: Self-Funded Leave Plan* in the Staff-Appointed Collective Agreement.

How do Release Time General Membership Meetings work?

For most **General Membership Meetings** the Union holds, members must attend **outside of work hours** (i.e., during lunch breaks, after work, etc.).

Each year, the Union can hold **up to three General Membership Meetings** that members can attend during work hours with **no loss of regular pay (up to two hours)**—these are often referred to as **Release Time General Membership Meetings** *(Letter of Understanding: Union Meetings)*.

The Union will notify members through the newsletter if an upcoming **General Membership Meeting** will be a **Release Time General Membership Meeting**. For example, typically, the meetings that coincide with the summer social and winter social events are **Release Time General Membership Meetings**.

In order to attend a **Release Time General Membership Meeting** during work hours and without loss of pay, members must **e-mail your manager at least one week in advance of the meeting** to notify that they are attending the meeting.

Members working at suburban campuses are entitled to an **additional 45 minutes** to travel to the meetings held at the Local office at 25 Cecil Street.

If you encounter any challenges with notifying your manager you are attending a **Release Time General Membership Meeting**, please contact your Union Steward for support.

Probationary Period

How long is the probationary period and what is different during it?

When you are first hired into a Staff-Appointed Unit position, you must go through a **probationary period**. The probationary period lasts for **six months of active employment** *(Article 12:03a)*. This means that time away from work, such as holidays, University closures, sick leave, personal days, vacation, etc., **does not count** towards the six months of active employment.

During the probationary period:

- Members only have access to **three days of sick leave** *(Article 27:02)*.
- Members are only eligible to apply for another position **after the completion of their probationary period or within the last two months of their term**, whichever is sooner (*Article 12:03d*) and are **ineligible for secondments** *(Article 12:04d)*.
- Members do not have seniority *(Article 12:03a)*.
- Members are ineligible to be Union Stewards *(Article 7:01)* or to be on the Negotiating Committee *(Article 8:01)*.
- Members may be terminated for less than "just cause," provided the termination was not discriminatory, arbitrary, or issued in bad faith *(Article 12:03c)*.

Do I need to go through probation again if I've already passed it once and am moving to a new Staff-Appointed position?

No. Provided there aren't any breaks in service between your Staff-Appointed positions, you do not have to go through probation again.

If you are successful in getting a new Staff-appointed position at the University, within **two months of active employment** (i.e., holidays, closures, leaves, etc. do not count as active employment) 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)*.

SALARY

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))*.

Once a Staff-Appointed member reaches **Step Eight** in the payband for their position, they are earning the **full pay for their position**. Positions are assigned to a payband in a joint process between the Union and the University, according to the Job Evaluation / Pay Equity Maintenance Protocol. Members at Step Eight within their payband have reached the **maximum step within their payband**, so they have **no further steps** to which they can advance. They will, however, continue to see their salary increase through negotiated **Across the Board Increases (ATBs)**.

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 **4% on 1 July 2026, 3.5% on 1 July 2027**, and **3% on 1 July 2028**. Any ATB increase for 1 July 2029 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))*.

Management Meetings, Coaching, and Discipline

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 – Workplace Harassment Program and Workplace Violence Program)*. 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:

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"). Leaves of absence that exceed fifteen weeks shall not be counted toward the time the letter remains on file *(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)*.

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 no more than one classification higher than their pre-layoff position) *(Articles 12:05e, 12:06e, 12:10b)*.
- 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.
- If you are **not selected for an interview**, you will be notified **at the time interviews are scheduled**.
- If you are interviewed and **request an update from Human Resources on the status of your application**, they will respond within **five working days**.
- 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)*.
- In order to receive consideration as an internal applicant, you **must apply through the process for internal candidates** as set out on the University of Toronto Careers page.
- If you are successful in getting a new position at the University, within **two months of active employment** (i.e., holidays, closures, leaves, etc. do not count as active employment) 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 the probationary period and happens any time you go from one Staff-Appointed role to another *(Article 12:04c)*.
- If a **term position becomes a continuing position**, it must be posted.

Members who are in their probationary period are only eligible to apply for another position **after the completion of their probationary period or within the last two months of their term**, whichever is sooner (*Article 12:03d*).

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 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 the **probationary period** *(Article 12:03)*, you have access to **fifteen (15) weeks of sick** leave for illness or injury *(Article 27:02)*. (While on probation, you only have access to three (3) sick days.) If you return to work for one (1) full day between illnesses, you get another fifteen weeks for any new illness or injury. For recurring illnesses, you must be back at work for three (3) 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. Generally, if the sick leave is only for a few days, requiring a doctor's note could be considered unreasonable. As to "prior warning," the University's position is "prior warning" applies to any time before an employee would return to work from a sick leave—including after the sick leave has begun. 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, Human Resources (HR), or co-workers.

- If your sick leave is for **less than ten (10) working days**, the University's practice is that the note must be provided to **your manager**.
    - You **should not** provide your manager any specifics about your **medical information**, including medical conditions, treatments, diagnosis, etc. A doctor's note provided to your manager for a short period of sick leave does not require specific medical information but should include an anticipated return date. (For example, "[Member] will be away from work for four days for medical reasons.").

- **If the note your doctor has provided includes personal medical information**, we suggest you **contact the Union** for advice on how to comply with submitting a doctor's note while ensuring your manager and/or HR are not privy to your personal medical information.

- If your sick leave will last **ten (10) working days or longer**, you should submit it to **Health and Well-Being (HWB)** at hwb@utoronto.ca.
  - **Health and Well-Being** is the department charged with handling employees' medical information and keeping it confidential. Your manager and/or HR **should not** have access to specific medical information about you, including medical diagnoses, treatments, conditions, etc.
  - You should also inform your manager that you've submitted a medical note to HWB and your expected date of return.
  - Generally, the longer you will be away on sick leave, the more detailed the doctor's note should be.

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 contact Health and Well Being. You have the right to have a Union Representative 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 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 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. You are entitled to **Union support** throughout the accommodation and return-to-work processes and can always reach out to us at any time with any questions you may have.

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. The University 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 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

How do professional development, educational assistance, and tuition waiver benefits 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. This plan may be relevant to a member's current position or another position at the University. Members have access to a minimum of **four paid days per year** for professional development, subject to the University's approval. These may be used for programmes at the Centre for Learning, Leadership & Culture, and other related activities, that may include but are not limited to, training, workshops, and conferences, courses, exams, mentorship programs, and other structured learning programs related to your role and career development plan *(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 a 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 $3,200 tuition reimbursement** per year.

Educational Assistance is also available for courses at the **School of Continuing Studies** and non-degree-credit courses at other University of Toronto divisions (i.e., OISE, Rotman, etc.). If the course is **work- or job-related**, members get **up to $800** 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** of **up to $750 per course** and a **maximum of four courses per academic year** 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

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
- Pregnancy, Parental, Primary Caregiver, and/or Adoption Leaves
  - Contact Family Care Office
- Health Benefits
  - Contact Green Shield
- Long-Term Disability
  - Contact Sun Life
- Pension
  - Contact UPP

Additional information about benefits can also be found on the University of Toronto HR Service Centre.