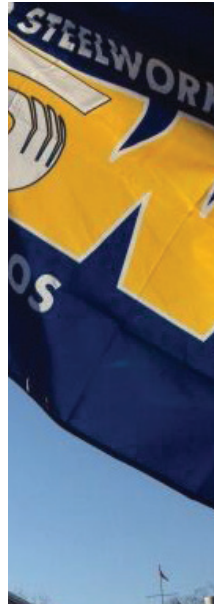
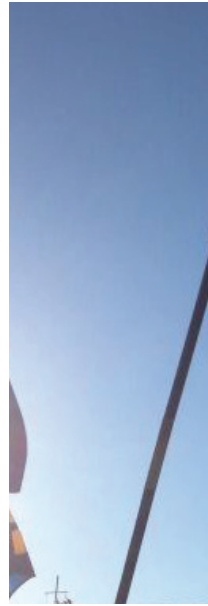




# University of Toronto Schools Unit

## Contract 2023-2026



# TENTATIVE AGREEMENT HIGHLIGHTS



**John Ankenman**  
USW Local 1998 President

### **PRESIDENT'S MESSAGE**

Dear Colleagues,

**Your negotiating team is unanimously recommending ratification of the tentative agreement that was recently**

**negotiated with the University of Toronto Schools administration.** In addition to significant monetary gains, the tentative agreement includes new provisions and improvements to existing contract provisions that address many of the priorities identified by members through their written survey submissions and their input at union townhall meetings.

The success achieved in this round of bargaining was, in large part, the result of the hard work of negotiating team members Jen Cypher, Sherly Geronimo and our USW Staff Representative, Colleen Burke. Of course, the union solidarity demonstrated by the Unit's members, most notably expressed in the 92.3% strike mandate vote, the wearing of USW shirts and the use of other union solidarity items in the workplace, created strength that was important to our success.

In Solidarity,

John Ankenman  
USW Local 1998 President

### **Your Negotiating Team:**

Jennifer Cypher, Sherly Geronimo, John Ankenman and Colleen Burke (USW Staff Representative)

## **BARGAINING COMMITTEE'S MESSAGE**

Hello Colleagues,

After many hours in the boardroom (with an eclipse break on the final day of bargaining) we feel that we have reached a deal that satisfies many of your priorities. The UTS bargaining team are unanimously recommending the tentative agreement that is outlined in this document.

This tentative agreement runs from July 1, 2023 to July 1, 2026. We have secured significant salary increases (14% over three years), more money for our Extended Health Plan and an extra personal day for Faith, Celebratory, or Heritage purposes. Our unit will grow with the inclusion of casual workers, and we have strengthened our language around job security,

workload, involvement in student activities (co-curriculars). We now have stronger language and a more structured process for Alternative Work Arrangements.

All of these gains are due to the work of all of the members who participated in meetings and surveys, who spoke with us candidly about your working conditions individually and in groups, and who supported us behind the scenes during the bargaining process. We also owe a huge debt of gratitude to John Ankenman and Colleen Burke for supporting us at the table, they were instrumental in achieving these gains so please join us in thanking them and the rest of the USW1998 staff.

In Solidarity,

Jen & Sherly

## **TERM OF AGREEMENT**

Three years: July 1, 2023 – June 30, 2026

## **WAGE INCREASES - MORE MONEY IN YOUR POCKET**

There will be across the board (ATB) wage increases as follows:

9% in the first year (retroactive to July 1, 2023 for those employees who are actively employed in the bargaining unit on the date of ratification)

2.5% in the second year ( July 1, 2024)

2.5% in the third year (July 1, 2025)

## **HEALTH CARE BENEFITS IMPROVED**

### **PARAMEDICAL**

Treatment by an osteopath is added to those services that qualify for the paramedical benefit.

Effective July 1, 2024, the combined maximum amount for paramedical services (Chiropractor/ Massage Therapists, Physiotherapist, Osteopath and Acupuncturist) for staff-appointed employees and their eligible dependents will be increased by \$400 to \$2,400 per calendar year.

## **MENTAL HEALTH CARE**

Effective July 1, 2024 the combined maximum amount of coverage for mental health care provided by a Psychologist/Social Worker/Clinical Counsellor/Marriage and Family Therapist/Psychoanalyst/Psychotherapist for staff-appointed employees and their eligible dependents will be increased by \$250 to \$2,950 per calendar year.

Effective July 1, 2025, the combined maximum amount of coverage for mental health care provided by a Psychologist/Social Worker/Clinical Counsellor/Marriage and Family Therapist/Psychoanalyst/Psychotherapist for staff-appointed employees and their eligible dependents will be increased by \$200 to \$3,150 per calendar year.

## **DRUG**

Effective July 1, 2025, the dispensing fee coverage for prescription drugs for staff-appointed employees and their eligible dependents will be increased by \$1.00 to \$9.00.

## **INTRODUCTION OF ONE PAID FAITH, CELEBRATORY OR HERITAGE DAY**

In addition to the current six paid personal days, one paid Faith, Celebratory or Heritage Day will be available to members.

## **ALTERNATIVE WORK ARRANGEMENTS**

The tentative agreement includes new language that compels management to consider the duties, tasks and overall functions of individual jobs when they are considering an alternative work arrangements (AWA) request.

There is also new language that provides for a fifteen working day deadline for a manager to respond in writing to an employee's AWA request.

When a manager determines that an AWA request cannot be granted or needs to be adjusted, there is new language that compels them to provide a written rationale for their decision.

There is new language that ensures that an employee who, because of a holiday, school closure day or a leave of absence, did not work on a day they normally work onsite will not be required to work onsite on a day the employee would normally work remotely.

Finally, the tentative agreement includes new language that provides for the creation of a joint management and union working committee that will discuss possible amendments to the School's *Policy and Guidelines for Alternative Work Arrangements*, including the duration of AWAs and a notice period for the implementation of changes to an already approved AWA.

## **CLARIFIED TERMS FOR VOLUNTEERING FOR CO-CURRICULARS**

If ratified, the collective agreement will include language that makes it clear that if supporting student activities is not in an employee's job description, participation in co-curricular activities is on a voluntary basis. If supporting student activities **is** in an employee's job description, then collective agreement articles on stand-by, call-in and overtime apply.

## **IMPROVED TERMS OF EMPLOYMENT FOR PROBATIONARY EMPLOYEES**

The tentative agreement provides for two extra sick days for probationary employees.

The length of the probation period is standardized to 120 days worked for all probationary employees. This is a reduction of 20 working days for employees in jobs in pay band 12 and above and an increase of 20 working days for employees in jobs below pay band 12.

If a probationary employee is terminated, they would have the right to have a union representative present in their termination meeting.

## **BETTER PROTECTION IN LAYOFF SITUATIONS**

New language clearly indicates that when there is a layoff in a multi-incumbent position, the layoff is implemented based on seniority, not based on which employee the School deems to be the most qualified.

If someone is laid off, they can now displace a junior employee in the same or lower pay band throughout the bargaining unit, not just within their own job group. Whether they can displace another employee is based on UTS' "assessment" of whether they are capable of performing the duties with a 10-day training and familiarization period. This is an improvement over previous language which was based on UTS' "opinion" and a 5-day training and familiarization period.

## **CODIFYING THE RIGHTS FOR CASUALS**

The tentative agreement defines casual work and clearly specifies which parts of the collective agreement pertain to casual employees. This change significantly increases transparency when it comes to the terms and conditions under which casuals work.

## **INCREASING THE OPPORTUNITIES FOR MEMBERSHIP INVOLVEMENT IN UNION ACTIVITIES**

Until now, if the Local 1998 President participated in a Labour/Management Committee meeting, only one member of the UTS bargaining unit could attend the meeting. The tentative agreement allows for the participation of 2 UTS bargaining unit members (one of whom will be the UTS Unit President), in addition to the Local 1998 President and the USW Staff Representative.

## **WORKLOAD**

New wording in the Letter of Understanding: Workload provides the opportunity for a member to submit to their supervisor or Human Resources a request for a discussion about workload. Currently, the request can only be submitted to Human Resources. The tentative agreement also provides for the opportunity for a member who submits a request for a workload discussion to be accompanied by a union representative. The Union can also raise general workload issues in Labour/Management Committee meetings.

**Your Bargaining Committee unanimously recommends acceptance of this tentative collective agreement**

### **Tentative Agreement Information Sessions**

Location & Time:

Monday, April 15  
L133 for in-person attendance  
Plus Zoom  
9:00 a.m. – 10:00 a.m.

### **Tentative Agreement Ratification Voting**

All members can cast a ballot in the tentative agreement ratification vote.

## Online Voting

Online voting starts on Monday, April 15 at 10:00 a.m. and ends on Tuesday, April 16 at 11:59 p.m.

You will receive your link to the electronic vote at your University of Toronto Schools e-mail address on Monday April 15, 2024, at 10:00 a.m. Note that your voting link is unique to you.

Note: If you have not received your link to the electronic ratification vote by 11:00 a.m. on Monday, April 15th, first check your Junk Mail folder, then contact [info@usw1998.ca](mailto:info@usw1998.ca) for assistance.

The wording on the tentative agreement ratification ballot reads as follows:

### THE ELECTRONIC RATIFICATION BALLOT WILL READ:

I vote to **ACCEPT** the tentative agreement as recommended by the Bargaining Committee.

I vote to **REJECT** the tentative agreement and authorize the Bargaining Committee to implement a strike if necessary.

***United We Bargain,  
Together We Win!***



USW Local 1998 25 Cecil Street, Toronto, ON M5T1N1 416. 506. 9090 [info@usw1998.ca](mailto:info@usw1998.ca) [usw1998.ca](http://usw1998.ca)

JE HA W  
Monday

SUBMITTED WITHOUT PREJUDICE FRIDAY APRIL 8, 2024

MEMORANDUM OF AGREEMENT

BETWEEN:

THE UNIVERSITY OF TORONTO SCHOOLS

("UTS")

-AND- THE UNITED STEELWORKERS AND ITS LOCAL 1998

(THE "UNION")

MEMORANDUM OF AGREEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement to include the terms set out herein.
2. The parties agree that the term of the collective agreement shall be from July 1, 2023 to June 30, 2026.
3. All matters previously settled and agreed to by the parties prior to the date hereof and attached hereto
4. The provisions of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by both parties, except as specifically stated regarding wages.
5. All attached items numbered 1 to 32 are incorporated.

FOR UTS

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FOR THE UNION

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**SALARY AND BENEFITS**

Across the Board (ATB) Salary Increase:

- July 1, 2023 9% ATB increase to be applied to June 30 base salary
- July 1, 2024 2.5% ATB increase to be applied to June 30 base salary
- July 1, 2025 2.5% ATB increase to be applied to June 30 base salary

July 1, 2023 increase will be retroactive only for those employees who are actively employed in the bargaining unit on the date of ratification.

Amend 13:13 to include an additional day for Faith, Celebratory or Heritage Day.

**Health Benefits:**

- Effective July 1, 2024, the existing Extended Health Plan be amended to cover the combined costs of Chiropractors/Massage Therapists, physiotherapists, osteopath and acupuncturists for staff-appointed employees and their eligible dependents up to a maximum of \$2,400 per calendar year.
- Effective July 1, 2024, the existing Extended Health Plan be amended to cover the combined costs of Psychologist/Social Worker/Clinical Counsellor/Marriage and Family Therapist/ Psychoanalyst/Psychotherapist for staff-appointed employees and their eligible dependents up to a maximum of \$2,950 as of July 1, 2024, and \$3,150 as of July 1, 2025 per calendar year.
- Effective July 1, 2025 Dispensing fee for prescription drugs will be set at \$9

FOR UTS

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Date: April 8, 2024

FOR THE UNION

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Date: April 8, 2024.

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

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2:02

(a) Notwithstanding the provisions of Article 2:01 (4) above, the following type of non-staff-appointed casual employees covered by the ~~USW Local 1998 Casual~~ this collective agreement will, if they satisfy the criteria set out in (1) or (2) below, be deemed to be non-probationary staff-appointed employees covered by the terms and conditions of this collective agreement. The parties agree that the following types of employees are a specific and closed group to which no other non-staff-appointed employees could be added, other than by the express written agreement of the parties to amend this Article, and the parties do not intend that an arbitrator has the jurisdiction to expand the type of employees beyond that specifically set out below:

1. Persons who work in the same position with an appointment of forty (40) percent or more, or regularly work the equivalent or more in hours each week (i.e., fourteen and one-half (14.5) hours each week) in the same position for eighteen (18) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
2. Persons who work in the same position with an appointment of sixty (60) percent or more, or regularly work the equivalent or more in hours each week (i.e., twenty-one and three quarters (21.75) hours each week) in the same position for twelve (12) consecutive months will, at that time, become covered by the terms and conditions of this collective agreement.
3. Employees who are UTS students are not subject to Article 2:02 (1) and (2) above.

FOR UTS

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Date: April 5, 2024

Date: April 5, 2024.

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2:03 Subject to Articles 2:01 and 2:02 above, there are three (3) types of staff-appointed employees and one casual type of employee covered by this collective agreement:

- a. **Continuing** employees have no predetermined end date and hold positions that are considered by the employing unit as part of the staff complement of the unit.
- b. **Sessional** employees hold continuing positions for which UTS requires staffing only during an academic session or part thereof, which may be up to eleven (11) months in length. These employees are on sessional layoff for the balance of the academic year.
- c. **(c) Term employees** are hired for an initial appointment of at least six (6) months in length, the maximum period of consecutive term employment not to exceed eighteen (18) months. Each term appointment shall have a predetermined end date. In the case of a term employee who exceeds an eighteen (18) month period, such employee shall become a "continuing" or "sessional" employee, as the case may be.
- d. **Casual employees are hired to work on an infrequent, irregular, or intermittent basis, or if they are hired to work regularly scheduled hours for a period of less than six months, in accordance with conditions set out in SCHEDULE I (Casual Employees). The parties may mutually agree to the extension of a casual employee's contract beyond six (6) months.**
- e. In the event a USW Local 1998 Casual bargaining unit position with regularly scheduled hours of work of at least fourteen and one-half (14½) hours or more per week exceeds twenty-four (24) consecutive months' duration, the position (other than those set out in 2:02 (a)(3) above) will become a staff-appointed position covered by this collective agreement and shall be posted in accordance with Article 12:04, unless the incumbent qualifies for staff-appointed status as per Article 2:02(a)(1) and (2).

FOR UTS

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Date: April 5, 2024

FOR THE UNION

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Date: April 5, 2024

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**ARTICLE 3: RELATIONSHIP**

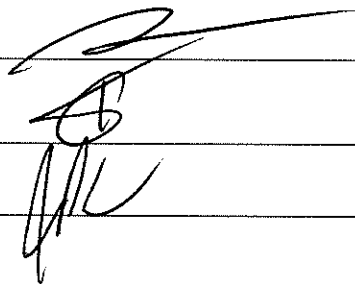
**No Discrimination**

**3:01**

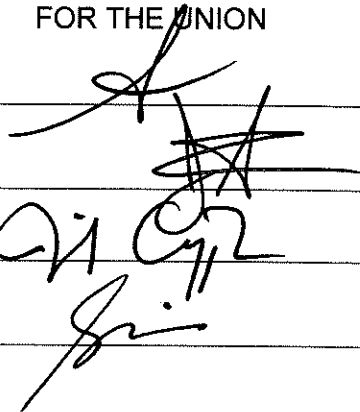
UTS and the Union are committed to equal opportunity in employment for women, Indigenous Peoples, people with disabilities, and people who because of their race, caste, colour, age, sexual orientation, gender expression or gender identity have been historically, and continue to be disadvantaged in Canada. UTS and the Union recognize that an individual has the right to determine their own gender identity. This includes the right to determine their own pronouns. UTS and the Union are committed to employment equity and to make reasonable effort to achieving and maintaining a workforce representative of those qualified individuals available for recruitment and promotion by the School.

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

FOR UTS

  
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FOR THE UNION

  
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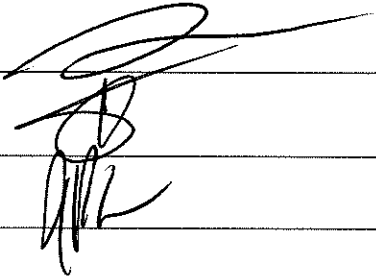
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No Reprisal

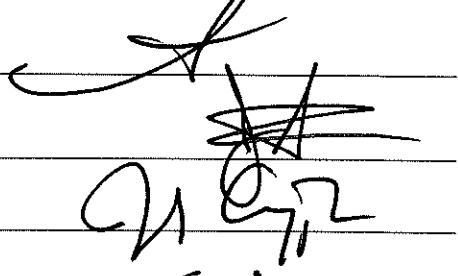
3:04 UTS and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives because of an employee's membership or non-membership in the Union, because of an employee's activity or lack of activity in the Union, or because of an employee filing or not filing a grievance pursuant to the provisions of this Agreement.

Further, every employee has a right to a workplace free of harassment, discrimination, reprisal or retaliation. Accordingly, every employee may bring forward, provide information regarding, assist, or otherwise be involved in the resolution of a complaint without fear of retaliation or reprisal including, but not limited to, disciplinary action or discharge, whether that complaint is brought forward through a grievance under the collective agreement or a complaint in accordance with another UTS policy or guideline, provided that the employee is not acting in bad faith or in a manner that is vexatious or otherwise clearly improper ~~egregious~~. For clarity, there will be no reprisals against any employee who brings forth a complaint of harassment and/or discrimination within the meaning of Article 3 of this collective agreement provided that they are not acting in bad faith or in a manner that is vexatious or otherwise clearly improper egregious.

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

FOR UTS  


Date: April 5, 2024

FOR THE UNION  


Date: April 5, 2024.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

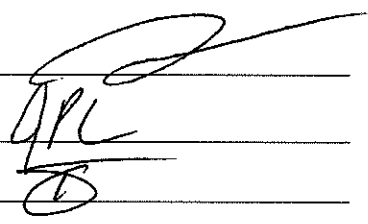
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Labour/Management Committee

**3:09** The Union and UTS acknowledge the mutual benefit of open two-way communication. Therefore, the parties agree that there will be a joint labour/management committee consisting of two (2) representatives from UTS, one (1) of which shall be the most senior Human Resources Officer and ~~two (2)~~ up to two (2) representatives selected by the Union, one (1) of which shall be the Local Union Unit President. The Staff Representative of the Union and the Local Union President may also attend such meetings. Meetings will be held on a quarterly basis, unless mutually agreed to hold them more or less frequently. Each party shall submit to the other, seven (7) calendar days before a meeting, a written summary of the topics to be discussed at the upcoming meeting. Such items may include any known issue(s) that will potentially impact the bargaining unit and/or its members, such as, but not limited to, professional development issues, and the application of policies and procedures as they may apply to employees who are members of the Bargaining Unit. Meetings will not be used to discuss matters which are the subject of a grievance, or to discuss any matters which are, at the time, the subject of collective bargaining, nor can the committee alter, modify or amend any part of the collective agreement. If mutually agreed, additional meetings may be scheduled.

FOR UTS

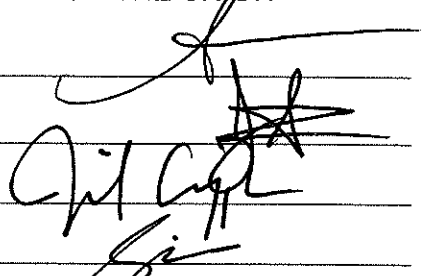
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Date: April 8, 2024

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Date: April 8, 2024.

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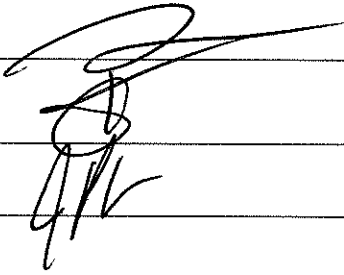
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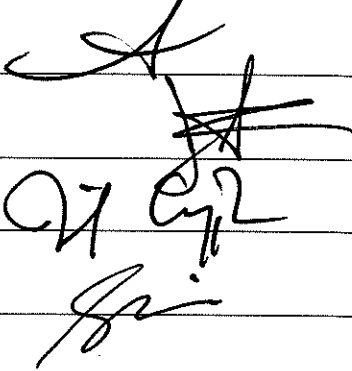
**ARTICLE 8: NEGOTIATING COMMITTEE**

**8:01** UTS agrees to recognize and deal with a Negotiating Committee of ~~one (1)~~ **two (2)** bargaining unit employees who haves completed their probationary period, selected by the Union, along with the Unit President, **Local President** and the International Union Representative.

FOR UTS

  
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FOR THE UNION

  
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Date: April 5, 2024

Date: April 5, 2024.

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## ARTICLE 9: GRIEVANCE PROCEDURE

**9:01** At any step of the grievance procedure, the grievor may be present at the meeting(s) if requested by either party.

### Informal Step

It is the mutual desire of the parties that complaints with respect to the application, interpretation, administration, or alleged violation of this Agreement be addressed as quickly as possible and it is understood that an employee or group of employees shall first give the immediate Supervisor an opportunity to adjust a complaint before any grievance may be filed. For clarity, this informal step precedes and applies to any individual grievance contemplated in Article 9:01 and to a group grievance, excluding group grievances that start at Step Two per Article 9:05. This step may also be satisfied by the Union raising the complaint with the immediate Supervisor on behalf of the employee or group of employees, in which case the most senior Human Resources Officer or designate will be given an opportunity to attend, or satisfied by the Union raising the complaint directly with the most senior Human Resources Officer. The parties will attempt to resolve the complaint without undue delay. Failing a satisfactory settlement ~~within ten (10) working days~~, a complaint may be taken up as a grievance in the following manner:

### Step One

The grievance shall be submitted, in writing, to the designated most senior Human Resources Officer, along with the name of the immediate Supervisor, by the employee(s) or the Union. The nature of the grievance, the relevant provisions of the Agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. Within five (5) working days, the most senior Human Resources Officer shall meet with the Union Representative who submitted the grievance in an attempt to resolve the grievance. The most senior Human Resources Officer may determine that the immediate Supervisor shall also attend this meeting. The most senior Human Resources Officer shall, within a further five (5) working days, give their decision in writing to the Union.

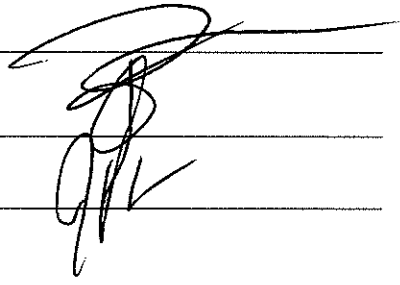
### Step Two

If the decision at Step One is not satisfactory, the written grievance may be advanced by notifying the most senior Human Resources Officer, who shall forward a copy to the Principal within five (5) working days after receiving the Step One decision in writing. The Principal shall, within seven (7) working days, meet with the Union Steward, the Unit President, and a staff representative of the Union, or their designate, in a further attempt to resolve the grievance. The Principal shall, within a further seven (7) working days, give their decision in writing to the Union.

**9:02** At each step of the grievance process, the UTS representative may have with them their, at any grievance meeting, an equal number of UTS representatives to the number of Union representatives.

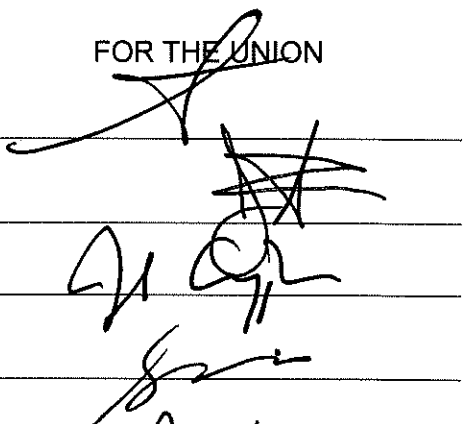
**9:03** UTS shall not be required to consider any grievance which is not submitted within ~~fifteen (15)~~ a total of thirty (30) working days including the informal step after the grievor became aware, or ought reasonably to have become aware, of the circumstances giving rise to the grievance.

FOR UTS

  
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Date: April 5, 2024

FOR THE UNION

  
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Date: April 5, 2024.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

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**12:03** An employee shall have no seniority and shall be considered as a probationary employee until they have completed ~~one hundred (100)~~ **one hundred and twenty (120)** days of active employment (i.e. days worked ~~actually at work~~ at UTS in a staff-appointed position). ~~For job classifications of Band 12 and above, the probationary period is one hundred and forty (140) days of active employment as defined above.~~

In the case where a term position is re-posted as a continuing position and the same incumbent is hired for that position, time worked in the term position shall count towards the probationary period.

**Casual employees who are hired with no break in service, into a term or continuing position which was posted under Article 2:03 (d) or 12:04 and which has the same duties as their casual position will have the time worked in their casual position count towards their probationary period.**

During the probationary period, UTS shall provide a formal review in writing every eight (8) weeks, in which the employee must participate. Failure on the part of UTS to provide a formal review shall not serve to extend the probationary period. During the probationary period an employee may be terminated at any time for a lesser standard than just cause." The parties agree that an arbitrator has no jurisdiction to relieve against the penalty of discharge or substitute or provide any other remedy in the case of the discharge of a probationary employee, unless the discharge was discriminatory, arbitrary, or made in bad faith.

**When UTS decides to terminate a probationary employee, Human Resources will ensure that a union representative is in attendance in the termination meeting.**

**The Union will be copied on all letters of probationary termination.**

FOR UTS  
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Date: April 8, 2024

FOR THE UNION  
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Date: April 8, 2024.

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

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## Elimination of Positions or Involuntary Reduction in Appointment

12:05 Budget cuts, departmental reorganizations, the introduction of new technology, or other factors may result in organizational change in a department that results in the elimination of one (1) or more positions, or the involuntary reduction of an employee's appointment by twenty (20) percent or more. The potential impact on current staff will be considered when organizational change proposals are being formulated as outlined in this Article. In such cases:

- (a) The most senior Human Resources Officer shall meet with the Union to provide preliminary information ~~in respect to~~ regarding the organizational change when in UTS' view sufficient information is ~~known and available~~ regarding the general reasons, nature, anticipated organizational impact, and approximate timing of the change.
- (b) A minimum of eight (8) weeks' notice will be given to all affected employees in the department, ~~prior to~~ before the implementation of the organizational change. Notice shall be given to the affected employee(s) between Monday and Thursday inclusive. Employees who receive notice of organizational change during a period of pregnancy, primary caregiver/adoption, or parental leave will, upon the completion of such leave, receive salary continuance for their full eight (8) week notice of organizational change notice period. At least one (1) week ~~prior to~~ before the affected employee(s) being notified, UTS shall provide the Union with a list of the employee(s) affected by the organizational change. At that time, UTS will meet with the Union to outline the rationale for its decision.
- (c) Notice shall be given to the affected employee(s) between Monday and Thursday.
- (d) The Supervisor and/or most senior Human Resources Officer will explain to the employees in the affected department the reasons for and nature of the organizational change. For clarity, it is expected that the substance of this communication will have already been provided to the Union at an earlier step in this process, pursuant to (a) and/or (b) above.
- (e) Where the position(s) to be eliminated or involuntarily reduced has more than one incumbent, job group, the employee(s) group with the least seniority will be laid-off. unless in the opinion of UTS, the more senior employee(s) in the job group lack the skill, ability or qualifications to perform in the position.
- (f) Where one (1) or more employees are ~~is~~ facing layoff and a new position(s) is established as a result of organizational change, before being posted under Article 12:04 the new position(s) ~~and any subsequent vacancies created as a result of the filling of the position by an employee in a department, will first be available to employees in the department who apply for the position(s) in the following manner:~~
- (g) Priority consideration will be given to employees facing layoff who apply for new positions or subsequent vacancies at the same or lower classification created due to this organizational change. From among such applicants, UTS will select the qualified applicant, if any, who is the most qualified applicant for the position taking into account factors such as qualifications, skill, ability, and previous relevant experience. Where these factors are relatively equal as between two (2) or more such employees, the employee with more seniority will be selected. Where none of the applicants is qualified, the position will be posted as per Article 12:04.
- (h) Employees laid off due to ~~as a result of~~ organizational change shall be subject to the layoff provisions. During the layoff notice period, employees shall be permitted to take up to five (5) days off work with pay for training and/or job search purposes.

Scheduling shall be subject to operational requirements and prior approval by the employee's Supervisor.

Notwithstanding (a) to (g) above, in the event of an involuntary reduction in appointment, the new position shall first be offered to the affected employee before being made available to employees in a department as per (f) above. If the affected employee accepts the reduced appointment, they shall not be eligible for the layoff provisions.

**Layoff**

~~12:06 In the event of a reduction of the work force, the employee(s) with the least seniority in a job group shall be laid off, unless, in the opinion of UTS, the more senior employee(s) in the job group lack the skill, ability or qualifications to perform the work.~~

(a) Temporary Layoff

In the case of a temporary layoff (i.e., up to thirteen weeks (13) weeks' duration), employees will receive a minimum of two (2) weeks' notice in advance of the date of layoff or pay in lieu thereof, or a combination of both.

(b) Indefinite Layoff

In the case of an indefinite layoff (i.e., more than thirteen (13) weeks' duration), the employee(s) affected shall be given a minimum of twelve (12) weeks' notice in writing in advance of the date of layoff or pay in lieu thereof, or a combination of both.

12:07 The Local Union President and Unit President shall be notified in advance of the names of any employees slated for layoff and the expected duration of same.

12:08 Employees who are indefinitely laid off will have the following options:

(a) Cease employment with UTS and elect enhanced severance pay effective the date of layoff as per the severance pay schedule attached as Schedule "J" hereto, or accept the layoff.

(b) An employee who is laid off may displace ~~within their job group~~ the most junior employee in an equal or lower paying classification, provided that, in the assessment ~~opinion~~ of UTS, the employee is capable of performing the duties of the job with a ten (10) day training and familiarization period.

(c) The employee displaced as a result of the above displacement procedure shall have the option of:

- taking the enhanced severance benefits as set out in Schedule "J," in which case the employee's employment shall be terminated; or
- accepting the layoff; or
- displacing the most junior employee in an equal or lower paying classification within UTS, provided that in the assessment of UTS, the employee is capable of performing the duties of the position ~~job~~ with a five (5) ten (10) day training and familiarization period.

(d) The employee displaced as a result of the second displacement shall not have the option of displacing another employee, but shall have the option of:

- taking the enhanced severance benefits as set out in Schedule "J", in which case the employee's employment shall be terminated; or
- accepting the layoff.

- (e) Upon the expiration of the employee's seniority due to layoff, as set out in Article 12.10, the employee shall receive severance as set out in Schedule "J", and the employee's employment shall be terminated.
- (f) An employee who elects to displace another employee must notify UTS of the desire to do so within fourteen (14) calendar days of the receipt of the notice of layoff. Should the employee not be able to displace a less senior employee, then the employee shall be deemed to be laid off.
- (g) Laid-off employees will be recalled in order of seniority to vacancies in their immediately previous job group where such vacancy is in a lower or equally rated position to that ~~prior to~~ before the layoff, provided that, in the ~~assessment-opinion~~ of UTS, the employee to be recalled has the skill, ability or qualifications to perform the work required in the vacant job with a ten (10) day training and familiarization period.
- (h) Employees who are laid off and end up in lower classifications shall receive the rate of pay for that classification.
- (i) Employees on temporary layoff (thirteen (13) weeks or less) may continue coverage for one (1) or more of the benefits set out below (to the extent that the employee was enrolled in these benefits ~~prior to~~ before the date of layoff) for the period of the layoff if the employee prepays monthly, in advance, the employee share of the premium or contribution cost of the benefits. UTS will continue to pay the employer's share of the premium cost of the benefits.
- (j) Employees who cease employment with UTS and elect severance pay effective the date of ~~lay-off~~ layoff as per Article 12.08(a) may continue coverage for one (1) or more of the benefits set out below (to the extent that the employee was enrolled in these benefits ~~prior to~~ before the date of layoff), but excluding the Pension Plan, for a period of up to three (3) months from the date the layoff takes effect if the employee prepays monthly, in advance, the full premium cost (i.e., both the employee and employer cost) of the benefits.

Group Life Plan

Dental Care Plan

Extended Health Care Plan

Semi-Private Hospital Accommodation Plan

Joint Membership Plan

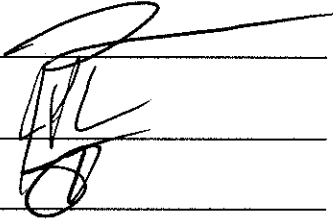
Vision Care Plan

LTD (available only to employees on sessional/temporary layoff)

No other benefits continue during an indefinite layoff.

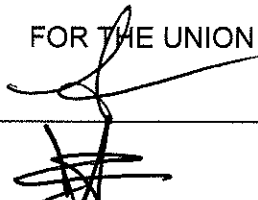
**Elimination of Positions or Involuntary Reduction in Appointment**

FOR UTS

  
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Date: April 8, 2024

FOR THE UNION

  
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Date: Apr 8-24

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

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12:09 (b) Positions in place as of the day of ratification:

Job Group	Classification(s)
<u>ACADEMIC OPERATIONS</u>	<u>Band 10: Administrative Assistant to Main Office</u> <u>Band 12: Senior Officer, Attendance &amp; Main Office Service</u> <u>Band 12 Senior Student Life Officer</u> <u>Band 13 Administrative Coordinator to Student Services</u> <u>Band 15: Senior Officer, Academic Operations</u>
<u>ACADEMIC PROGRAMMING</u>	<u>Band 14: Database Administrator</u>
<u>ADMISSIONS</u>	<u>Band 14: Senior Admissions Officer</u>
<u>AEDI</u>	<u>Band 11: Equity &amp; Innovations Projects Officer</u> <u>Band 15: Anti-Racism, Equity, Inclusion and Outreach Lead Coordinator</u>
<u>CO-CURRICULAR SUPPORT</u>	<u>Band 9: Student Life Officer</u>
<u>COMMUNICATIONS</u>	
<u>Design, Marketing and Social Media</u>	<u>Band 15 Senior Communications Officer</u>
<u>Writing and Social Media</u>	<u>Band 14 Senior Staff Writer</u>
<u>FACILITIES</u>	
<u>General</u>	<u>Band 11: Facilities Officer</u>
<u>Construction and Maintenance</u>	<u>Band 14: Facilities Lead</u>
<u>Events &amp; Catering</u>	<u>Band 12: Event Services Coordinator</u>
<u>Security</u>	<u>Band 5: Security Officer</u>
<u>FINANCE</u>	<u>Band 11: Finance Officer</u> <u>Band 14: Accounts Payables Supervisor</u>
<u>FUNDRAISING/ADVANCEMENT</u>	
<u>Advancement Administrative</u>	<u>Band 11: Advancement Services Coordinator</u>
<u>Advancement – Community Relations</u>	<u>Band 13 Alumni Advancement Officer</u>
<u>Advancement - Fundraising</u>	<u>Band 14: Senior Development &amp; Community Relations Officer</u>
<u>HEALTH &amp; SAFETY</u>	<u>Band 17: School Nurse</u>
<u>I.T.</u>	
<u>Systems Administration</u>	<u>Band 14: Network &amp; Systems Administrator</u> <u>Band 15: Systems and Applications Support Specialist</u>
<u>Programming</u>	<u>Band 14: Software Developer</u> <u>Band 15: System Support Analyst &amp; Software Developer</u>
<u>SPECIALIZED TECHNICIANS</u>	
<u>Innovation Lab</u>	<u>Band 10: Innovations Lab Technician</u>
<u>Library</u>	<u>Band 11: Library Technician</u>

FOR UTS

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Date: April 8, 2024

FOR THE UNION

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Date: April 8, 2024.

**12:09 (b)**

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

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13:13 Personal/Family Leave

Personal and Family Leave days are intended to provide employees with time to address personal/family obligations that cannot be deferred to weekends or outside of work hours.

Such leaves shall not be used to extend vacation or long weekends. Notwithstanding, employees who face personal/family obligations that cannot be deferred and need to be taken adjacent to vacation days or long weekends can submit a request to UTS Human Resources, to take the personal/family leave just prior to or right after their vacation time, as may be the case. Such requests shall not be unreasonably denied.

13:13 An employee may request in advance up to six (6) days or up to twelve (12) half-days of paid personal leave in any year. Such requests shall be made in writing and 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. Reasons for requiring these personal days include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, or stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family leave, writing examinations, and attending to emergency situations.

In addition, an employee may request one (1) Faith, Celebratory or Heritage Day in any year. Such requests must be made in writing and shall not be unreasonably denied. Wherever possible, staff members shall make their needs for Faith, Celebratory or Heritage Day known to their Supervisor at least five (5) days in advance.

FOR UTS

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Date: Apr. 8, 2024

FOR THE UNION

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Date: April 8, 2024.

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**Presidential Day(s)/ School Closure Day(s)**

**21:05** Presidential Day(s) as ~~designated by the University of Toronto~~ shall be adopted assumed by UTS as a day off with pay equal to the employee's regular hourly rate of pay multiplied by the number of hours the employee would be regularly scheduled to work on such day if it were not a holiday. Such days shall fall under the term "School Closure Days". The eligibility provisions of Article 21.02 apply to School Closure Days ~~Presidential Days~~. Any authorized work performed by an employee on a School Closure Day ~~Presidential Day~~ shall be paid at the employee's regular straight-time rate, and the employee will receive another day off with regular straight-time pay on a day mutually agreeable to the employee and the employee's Supervisor.

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Date: April 8, 2024

FOR THE UNION

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Date: April 8, 2024.

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25:05 Employees may will submit requests to UTS Human Resources for alternative work arrangements, under UTS' Policy and Guidelines for Alternative Work Arrangements, as they which may exist and change be amended from time to time. For example, Such requests will be shared with the employee's supervisor. The requests may include but are not limited to: 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 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 UTS discretion.

Accordingly, UTS will consider all such requests in a ~~manner that is non-arbitrary, reasonable manner, and~~ in good faith. ~~and~~ Accordingly, the School's decision to grant, or deny, or alter a request for alternative work arrangements shall be based on reasons of departmental and organizational efficiency and service effectiveness and UTS' guidelines for alternative work arrangements, including but not limited to the individual duties, tasks, and overall functions of the position.

It is understood that such arrangements, in and of themselves, do not trigger overtime or a reduction in FTE.

The most senior Human Resources Officer shall respond to requests for alternative work arrangements in writing within ~~twenty (20)~~ fifteen (15) working days.

Such requests shall be approved, approved as adjusted work arrangements, or denied in a written response to the employee, outlining the rationale for the decision.

The parties agree that other than for operational reasons, an employee whose alternative work arrangement includes days worked remotely will not be required to work onsite on a day that the employee ordinarily works onsite but did not work due to holidays, school closure days, or leaves approved in advance. For clarity, an employee will not be required to work onsite on an ordinarily remote day solely for the purposes of making up for an onsite day missed for one of the aforementioned reasons.

UTS agrees to notify the Union before implementing any modifications to the School's guidelines for alternative work arrangements.

FOR UTS

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Date: April 8, 2024

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Date: April 8, 2024.

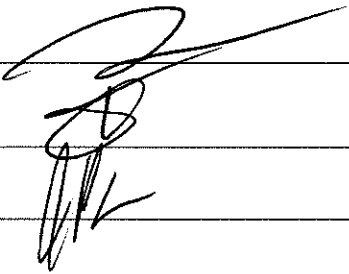
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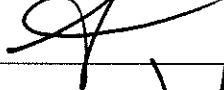
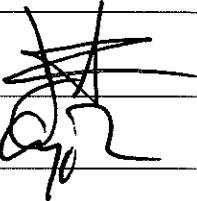
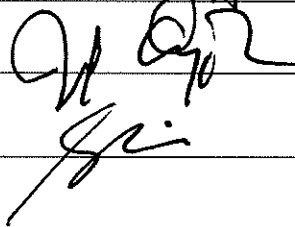
26:03

Printing and distribution of this Agreement will be UTS' responsibility. UTS will supply a **digital PDF** copy of the Agreement to all employees covered by the Agreement. The Employer will also supply the Union with ~~twenty-five (25) copies~~ a **digital PDF** copy of the Agreement.

FOR UTS

  
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FOR THE UNION

  
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Date: April 5, 2024

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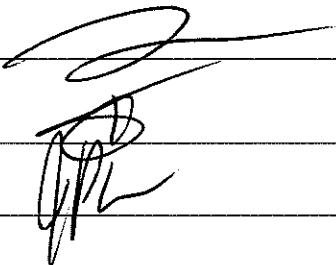
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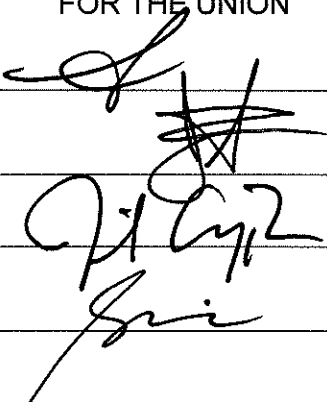
**Article 35:01**

This Agreement shall be effective from July 1, 2021~~3~~ and shall continue in effect up to and including the 30th day of June, 2023~~6~~, and shall continue automatically thereafter for annual periods of one year, unless either party notifies the other in writing within a period of ninety (90) calendar days immediately prior to the expiration date that it desires to amend the Agreement.

FOR UTS

  
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FOR THE UNION

  
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Date: April 5, 2024

Date: April 5, 2024

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

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**SCHEDULE I: Casual Employees**

**All terms and articles in the Collective Agreement do not apply to employees hired as casual employees, save and except for:**

**Preamble**

**Article 1: Purpose of the Agreement**

**Article 2:01: Recognition and Scope**

**2:02**

**2:03**

**Article 3: - Relationship**

**Article 4: Management Rights**

**Article 5: No Strike or Lock Out**

**Article 6: Union Security**

**Article 7: Union Representation**

**Article 9: Grievance Procedure**

**Article 10: Discharge and Disciplinary Action**

**Article 11: Arbitration**

**12:01: Staffing Related Issues**

**12:11**

**13:04: Union Convention or Conference Leaves**

**13:15: Health Care Appointments**

**Article 15: Union Representative**

**Article 16: Bulletin Boards**

**Article 18: Payment for Injured Workers**

**Article 19: Jury or Witness Duty**

**Article 20: Health and Safety**

**Article 21:01 Holidays**

**25:05: Alternative Work Arrangements**

**25:09: Meal Allowance**

**25:12: Right to Unplug**

**Article 26: General**

**Article 29: Humanity Fund**

**Article 31: Three Days off with Pay**

**Article 32: Uniforms**

**Article 33: Personnel file**

**Article 35: Termination**

**Letter of Understanding: Email Addresses**

**Letter of Understanding: Union Meetings**

**Letter of Agreement: Employment of Casual Positions**

Letter of Understanding: STAC

Letter of Understanding: Employment Equity

Letter of Understanding: UTS students

Letter of Understanding: USW Staff Participation in UTS Student Activities

Letter of Understanding: Domestic Violence

Hours of Work and Overtime:

Hours of work, breaks and overtime for casual employees will be in accordance with the Employment Standards Act of Ontario.

Vacation Pay for Casual Employees

Casual employees will receive vacation pay in accordance with the Employment Standards Act of Ontario.

Leaves

Casual employees are entitled to take the paid and/or unpaid leaves of absence set out in the Employment Standards Act of Ontario, subject to any applicable provisions of that Act in respect of those leaves, including but not limited to, any eligibility criteria or evidentiary requirements.

Wages:

Where the employee is assigned by UTS to perform a significant portion of the duties of a full-time or part-time position, the casual employee will be paid at the hiring rate of the wage grid for that position. Casual employees will be paid no less than the ESA minimum wage rate.

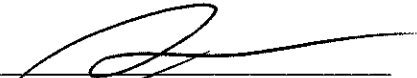
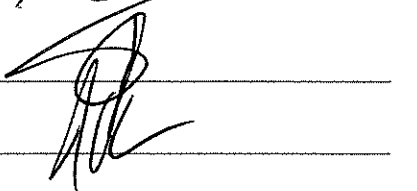
Job Posting:

UTS will post a notice of casual positions expected to be longer than three months.

Seniority:

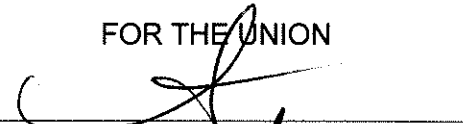
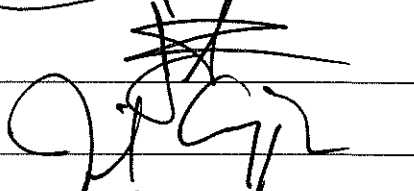
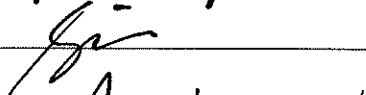
A casual employee does not accrue seniority during the period of their casual employment but should they subsequently be hired as a staff-appointed employee without a break in service, all hours worked during the period as a casual employee shall be considered as accrued seniority on the basis of one (1) year's seniority for every 1863 hours worked. Casual employees who work fewer than full-time hours shall have their seniority prorated according to hours worked.

FOR UTS

  
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Date: April 5, 2024

FOR THE UNION

  
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Date: April 8, 2024.

**SCHEDULE I: Casual Employees**

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**HOUSEKEEPING**

1. Update Schedule K for 2023-2024, 2024-2025 to include:

**2023-2024**

Monday, July 3, 2023	Canada Day (Stat Holiday)
Monday, August 7, 2023	Civic Holiday (Stat Holiday)
Monday, September 4, 2023	Labour Day (Stat Holiday)
Monday, October 9, 2023	Thanksgiving (Stat Holiday)
Friday, November 10, 2023	Fall Mid-term break (31:01)
Monday, November 13, 2023	Fall Mid-term break (31:01)
Friday, December 22, 2023	Mid-Day Early School Closure
Monday, December 25, 2023 to Friday, January 5, 2024 inclusive	December Holiday Break
Friday, February 16, 2024	Mid-term break (31:01)
Monday, February 19, 2024	Family Day (Stat Holiday)
Friday, March 29, 2024	Good Friday (Stat Holiday)
Monday, April 1, 2024	Easter Monday (School Closure)
Monday, May 20, 2024	Victoria Day (Stat Holiday)
Friday, June 28, 2024	Mid-Day Early School Closure

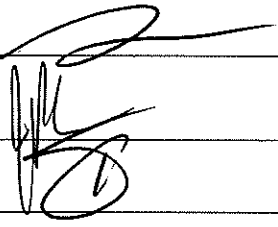
**2024-2025**

Monday, July 1, 2024	Canada Day (Stat Holiday)
Monday, August 5, 2024	Civic Holiday (Stat Holiday)
Monday, September 2, 2024	Labour Day (Stat Holiday)
Monday, October 14, 2024	Thanksgiving (Stat Holiday)
Friday, November 8, 2024	Fall Mid-term break (31:01)
Monday, November 11, 2024	Fall Mid-term break (31:01)
Friday, December 20, 2024	Mid-Day Early School Closure
Monday, December 23, 2024 to Friday, January 3, 2025 inclusive	December Holiday Break (including school closure days)
Friday, February 14, 2025	Mid-term break (31:01)
Monday, February 17, 2025	Family Day (Stat Holiday)
Friday, April 18, 2025	Good Friday (Stat Holiday)
Monday, April 21, 2025	Easter Monday (School Closure)
Monday, May 19, 2025	Victoria Day (Stat Holiday)

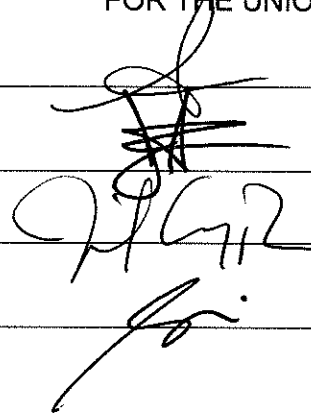


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Date: April 8, 2024

Date: Apr 8 24

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Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references

UTS reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University of Toronto Schools' position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.

- LETTER OF UNDERSTANDING: Seniority - RENEW
- LETTER OF UNDERSTANDING: Schedule A - RENEW
- LETTER OF UNDERSTANDING: E-mail Addresses - RENEW
- LETTER OF UNDERSTANDING: Union Meetings - RENEW
- LETTER OF INTENT: Educational Assistance and Professional Development Fund - RENEW
- LETTER OF INTENT: Public Transit Subsidy - RENEW
- LETTER OF INTENT: Self-Funded Leave Plan - RENEW
- LETTER OF INTENT: Reimbursement of Professional Membership Fees - RENEW
- LETTER OF AGREEMENT: Employment of Casual Positions - AMENDED
- ~~LETTER OF AGREEMENT: Casual Employees - REMOVED~~
- LETTER OF UNDERSTANDING: Workload - AMENDED
- LETTER OF UNDERSTANDING: STAC - RENEW
- LETTER OF INTENT: Employment Equity - RENEW
- LETTER OF UNDERSTANDING: UTS Students - RENEW
- LETTER OF UNDERSTANDING: USW Staff Participation in UTS Student Activities – AMENDED
- LETTER OF UNDERSTANDING: Domestic Violence - RENEW
- LETTER OF UNDERSTANDING: Impact of Employment Insurance Legislative Changes – RENEW
- APPENDIX A: Excluded Positions - RENEW

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Date: April 8, 2024

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Date: Apr 8, 24

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**LETTER OF AGREEMENT: Employment of Casual Positions**

1. The ratio of **USW Casual** employees in the bargaining unit will not exceed six point five (6.5) for every fifteen (15) **staff-appointed positions.**
- ~~2. However, during the summer months, as UTS hires UTS students to complete tasks in preparation for September school opening, the ratio of casual positions in the total employment of UTS within the scope of the two (2) Union-represented bargaining units may increase for this period.~~
- ~~3. During the term of this collective agreement, as UTS evolves from the University of Toronto as an independent entity, it is further understood that UTS may need to increase its casual staffing ratio to assist in the organization of administrative units.~~
4. In the event that UTS intends to increase this ratio for either or both of the two (2) reasons set out above, it shall do so in good faith and with notice to the Union.
5. Casual employment contracts will not exceed six (6) months. ~~Casual employees who have their contracts extended beyond six (6) months and who have completed six (6) full months of work will be treated as Term employees and their probationary periods will be deemed complete~~

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Date: April 8, 2024

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**LETTER OF UNDERSTANDING: Workload**

The parties recognize the importance of regular discussions regarding the manageability of workloads. Workload may be impacted by numerous factors, which may include but are not limited to, seasonality, surge periods, staff shortage and increased demands, process improvements, reorganization, or shifting priorities.

Where an employee or group of employees is concerned they cannot complete daily assignments or meet their supervisor's expectations regarding their work obligations, the employee may request a workload discussion. A request for a workload discussion shall be submitted directly to their **supervisor or the** most senior Human Resources officer who shall meet with the employee or group of employees within five (5) working days to discuss workload concerns. The **supervisor or the** most senior Human Resources officer shall consider among other possibilities, process improvements and access to available resources and support, with a view to resolving workload issues.

The **supervisor or the** most senior Human Resources officer will meet with the employee(s) to present and discuss the proposed resolution. After the meeting, the **supervisor or the** most senior Human Resources officer will email a summary of the meeting and decisions made to the employee(s). **Employees may be accompanied by a union** representative of the Union ~~may assist an employee or group of employees during the workload discussion review process which may include~~ attending workload discussion meetings.

Any resolution as part of a workload review will include a follow-up meeting one month after the review to assess whether the original resolution adequately addresses the concern(s) raised.

**Alternatively, workload issues can be raised in Labour/Management Committee set out in Article 3:09**

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Date: April 5, 2024

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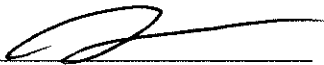
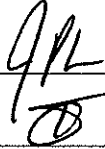
**LETTER OF UNDERSTANDING: USW Staff Participation in UTS Student Activities**

UTS and USW believe in an inclusive school environment and encourage the participation in and support of student activities by non-teaching staff. As such, UTS agrees that USW members are able to provide supervision to students in the same capacity as parents, school volunteers and other non-teaching staff.

When the support and supervision of student activities is not reflected in the employee's job description, an employee may choose to volunteer to engage in student activities. The engagement in such activities will take place outside of the employees' regular working hours. In the event that such activities do occur during the normal working hours of an employee, the employee's Supervisor shall determine the availability of such employee based on operational need.

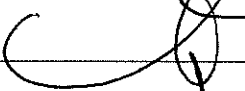
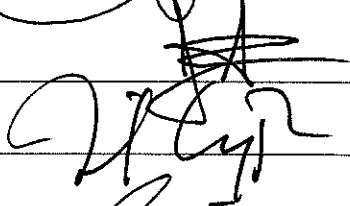
If the support and supervision of student activities is reflected in an employee's job description, the terms of articles 17:01, 17:02 and 25:06 apply.

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LETTER OF INTENT – ALTERNATIVE WORK ARRANGEMENTS

During 2024 collective bargaining discussions, the Union raised several concerns regarding Alternative Work Arrangements. Within 100 working days of the ratification of the collective agreement, UTS agrees to establish a joint management and union working committee to discuss amendments to the UTS Policy and Guidelines for Alternative Work Arrangements, including, but not limited to, the duration of AWAs, notice period for alteration of approved AWAs and other related topics that the parties deem necessary.

On an ongoing basis, at the Labour Management Committee meetings, the parties will discuss the UTS Policy and Guidelines for Alternative Work Arrangements and their implementation as a standing agenda item.

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Date: April 8, 2024

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Date: April 8, 2024.

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**Regarding notification to the Union under UTS CBA**

- 3:12 - monthly list - including casuals - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 9:01 - grievance replies - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 10:03 - disciplinary letter - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:02 c) - seniority list - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:03 - probationary termination- to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:04 c) - external hires - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:05 b) - organizational change - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:07 - lay off - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:09 b) - job group classification - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 12:11 - membership lists - including casuals - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 13:02 b) - leaves of absence - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)
- 20:02 - WSIB and OHS reports as required by law - to [healthandsafety@usw1998.ca](mailto:healthandsafety@usw1998.ca)
- Schedule A: #7 - to UTS President with copy to [notices@usw1998.ca](mailto:notices@usw1998.ca)

**Appendix A: Excluded Positions**

Whenever UTS reclassifies a USW position so that it is excluded from the bargaining unit, or creates positions that are excluded from the bargaining unit, it shall provide the Union with the position title, job description and rationale for exclusion. Notice shall be given to the UTS President with a copy to [jec@usw1998.ca](mailto:jec@usw1998.ca)

**Job Evaluation**

As per the Job Evaluation/Pay Equity Maintenance Protocol, effective November 1, 2013:

New positions, Employee-Initiated Reclassifications, Manager Initiated Reclassifications, UTS-Initiated Reclassification: UTS will provide the Union with the information as outlined in the Protocol by email to UTS President with copy to [jec@usw1998.ca](mailto:jec@usw1998.ca) .Once an incumbent has been in a new position for six months, UTS shall release the Questionnaire

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