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1986-1987
COLLECTIVE
AGREEMENT

Between

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

-and-

TORONTO – CENTRAL ONTARIO
BUILDING AND CONSTRUCTION TRADES COUNCIL

OCT 13 1987

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This Agreement made this 27th day of
August, 1986

BETWEEN

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

hereinafter called the "BOARD"
PARTY of the FIRST PART

-and-

TORONTO-CENTRAL ONTARIO
BUILDING AND CONSTRUCTION
TRADES COUNCIL

hereinafter called the "COUNCIL"
PARTY of the SECOND PART

PREAMBLE

WHEREAS the Board and the Unions, as hereinafter set out, wish to make a common Collective Agreement with respect to employees of the Board's Maintenance and Construction Department engaged in maintenance and construction work for the Board and to provide for and ensure uniform interpretation and application in the administration of that Agreement.

AND WHEREAS In order to ensure relativity and uniform interpretation and application, the Unions wish to negotiate and administer the same Collective Agreement In concert through a Council and for that purpose wish to maintain the Council and empower it to act as the exclusive agent of each Union.

AND WHEREAS The Board recognizes the formation by the Unions of a Council and wishes to deal with the Council as the exclusive agent of the Unions in negotiating and administering a common Collective Agreement.

Member Unions of the Council are:

- Local No. 95 ✓ - International Association of Heat and Frost Insulators and Asbestos Workers.
- Local No. 128 ✓ - International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.
- Local No. 2 ✓ - International Union of Bricklayers' and Allied Craftsmen.
- Carpenters Council - Carpenters' District Council Council of Toronto and Vicinity
- Local 721 ✓ - International Association of Bridge, Structural and Ornamental Iron Workers.
- Local No. 31 - Marble Masons, Tilesetters and Terrazzo Mechanics.
- District Council No. 46 ✓ - International Brotherhood of Painters and Allied Trades
- Local No. 506 ✓ - Labourers' International Union of North America
- Local No. 2965 - The Resilient Floor Workers United Brotherhood of Carpenters and Joiners of America.

Local No. 30 ✓

• Sheet Metal Workers'
International Association.

IT IS THEREFORE AGREED

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

- (a) "Board" means The Board of Education for the City of Toronto, or its agents.
- (b) 'Council' means the Toronto-Central Ontario Building and Construction Trades Council.
- (c) "Union" means the Member Union of the Council.
- (d) "Employee" or "employees" means any person in the bargaining unit described in Article 3, Recognition, except where the context otherwise provides.
- (e) "Lead Hand" is defined as a job leader of a group of employees whose responsibilities shall be to ensure compliance with the Board's rules and regulations and to maintain maximum productivity of the Lead Hand's subordinates.
- (f) "Assistant Trade Supervisor" is defined as an employee who assists the Trade Supervisor in a supervisory role ensuring compliance with the Board's rules and regulations and to maintain maximum productivity of the Assistant Trade Supervisor's subordinates.. The Assistant

Trade Supervisor is employed in an "as needed" capacity at the discretion of the Board.

- (g) 'Substitute Trade Supervisor' is defined as the Assistant Trade Supervisor acting in the absence of the Trade Supervisor.

ARTICLE 2 - THE COUNCIL

2.01 The Unions hereby agree each with all the others and with the Board:

- (a) To maintain the Council, composed of those Unions comprising the Council and no others, as their **sole** representative and exclusive agent for the purpose of bargaining collectively with the Board, and administering this Agreement, and
- (b) To delegate, and **the** Unions do hereby delegate to the Council acting as their **sole** representative and exclusive agent, **all** their rights as bargaining agent for members of their respective Unions who come within the scope of this Agreement, and not to seek to bargain individually with the Board, and
- (c) To be governed by the terms of this Agreement and by all lawful settlements of disputes and grievances made on their behalf by the Council pursuant to this Agreement, and to be governed

also by decisions made on their behalf by the Council comprising any number of member-Union representatives including the Council Business Manager-

- (d) That should a member Union of the Council cease to be a member of the Council for any reason, all the rights and privileges of such Union under this Agreement shall be nullified and the Board shall not be required to bargain collectively with such Union unless certification procedures required by law have been made.

Any member union of the Council wishing to withdraw from this bargaining unit agrees that it will hold a meeting of its members working under this agreement, to decide the matter by majority vote, no later than September 30th of the year in which this agreement terminates.

Where such a meeting is called, the affected member union shall be required to give the Council (30) thirty days notice by registered mail, of the date of such a membership meeting.

The Council will notify the Board of the intention of any union to withdraw from the Council agreement.

- (e) That this Agreement shall be the sole Agreement affecting the rights, privileges and

working conditions of the employees of the Board who come within the scope of this Agreement.

2.02 The Council, acting as the sole representative and exclusive agent of the Unions, accepts the delegation of rights as set out in Clause 2.01 (b) of this Article 2 and assumes the responsibility of bargaining collectively with the Board on behalf of all employees of the Board who come within the scope of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 The Bargaining Unit under this Agreement shall comprise all mechanics in those trades represented by the Unions signatory hereto who are employed in the Maintenance and Construction Department of the Board, save and except those mechanics and employees described hereunder:

- (a) Administrative Office Staff
- (b) Persons above the rank of Substitute and Assistant Trade Supervisor
- (c) Drivers and Drivers' Helpers
- (d) Mechanics' Helpers (Labourers)

- (e) Machinists, Locksmiths, Automotive Mechanics, Combustion Mechanics, Window Shade Mechanics and any other employees not belonging to Unions listed in the Preamble.
- (f) Guards
- (g) Employees covered under separate Collective Agreements with the Board.
- (h) Employees covered by the Collective Agreement between the Board and Local 353 - International Brotherhood of Electrical Workers.
- (i) Employees covered by the Collective Agreement between the Board and Local 46 - The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.
- (j) Employees hired for seasonal projects under programmes directly funded by the Federal or Provincial Governments, specifically to create employment, shall not be Covered by this Agreement as far as seniority and grievance rights are concerned.

3.02 It is agreed that any affiliate of the Council, representing employees of the Board in the Maintenance and Construction Department, not presently a party to this Agreement, may make application through the Council to the Board and become a party to this Agreement during the term

of the Agreement, subject to agreement of the Board.

3.03 The Board agrees that when maintenance and/or renovation contracts are let to general and/or sub-contractors covering the normal work jurisdiction of trades included in this Agreement, these contracts will only be let to contractors who are in contractual relations with the Council and/or its affiliated Unions

ARTICLE 4 - JURISDICTION

4.01 The Board agrees that the trade jurisdiction recognized herein for each Union shall be the trade jurisdiction recognized by the Impartial Jurisdictional Dispute Board for the settlement of jurisdictional disputes of the Building and Construction Trades Department A.F.L.-C.I.O. Should a dispute arise over trade jurisdiction, the Board assignment of work shall continue until the dispute has been settled in accordance with the Impartial Jurisdictional Disputes Board for the settlement of jurisdictional disputes.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Management of the Board's operation and the direction of its employees shall continue to be vested exclusively with the Board and shall include, among other things, the right to hire, discharge for just cause, transfer, promote and discipline employees, subject to the terms of this Agreement.

ARTICLE 6 - COMMUNICATIONS

6.01 All communications between the parties, arising out of this Agreement or incidental thereto, shall pass between the Superintendent - Personnel Services of the Board and the appropriate official of the Union, and the Business Manager of the Council shall be provided with copies of all correspondence between the parties.

ARTICLE 7 - UNION SECURITY

7.01 All employees under this Agreement, as a condition of employment, shall be members of the appropriate Union, and maintain such membership in good standing.

7.02 All new employees shall be hired following the appropriate Union procedure, it being understood that the employees supplied by the Union who, in the opinion of the Board, are not suitable or qualified may not be hired.

7.03 Notwithstanding the foregoing, it is understood and agreed that if the applicable Union cannot or will not provide sufficient suitable personnel within forty-eight (48) hours (excluding Saturdays, Sundays, and recognized holidays) after the request by the Board, the Board may hire employees from any other source providing such employees are qualified and, where applicable, hold any necessary license. Where the Board hires such employees, it agrees that they shall apply to the applicable Union for membership. The Union may admit such persons into membership and/or accept the payment from them of an amount equal to the regular monthly Union dues. It shall be sufficient evidence of membership for the purpose of compliance with this Agreement where the employee is willing to join and/or pay such dues.

7.04 There shall be no solicitation for membership in the Union organization or collection of Union monies during the hours of employment except as hereinafter expressly permitted by this Agreement or with Board permission.

ARTICLE 8 - SENIORITY

8.01 An employee hired by the Board shall be on probation until the employee has completed a period of six (6) months service in any twelve (12) month period at which time the employee's name shall be placed on the seniority list and the employee shall **be credited** with six (6) months **seniority**.

8.02 An employee's seniority shall be lost and the employee shall be deemed to have been terminated for the following reasons:

(a) **Dismissal** for just cause.

(b) Voluntary resignation.

(c) Layoff for more than eighteen (18) **consecutive** months (providing the employee has completed the probationary period). In the event that such an employee **is** recalled and reports **for** work within such eighteen (18) month period the employee's seniority and benefits shall be reinstated as of the date of **return** to work and the employee shall resume accumulation of seniority from that date.

8.03 An Employee's seniority may be lost if the employee is absent without permission and without just cause.

8.04 In the event of layoff the retention of employees in the Board's service shall, in general, be governed by the following:

- (a) Availability of work in their respective trades and, where applicable, specialization within a trade.
- (b) Seniority with the Board, if in the opinion of the Board, capability and performance are approximately equal.
- (c) Probationary employees shall be first laid off subject to subsection (a) above.
- (d) In the case of stewards, seniority and capability being equal, the steward will be the last person laid off.

8.05 Within five (5) working days following layoff the Board will provide the laid off employee with the following:

- (a) O.H.I.P. Certificate
- (b) Record of Employment Form
- (c) Wages payable

8.06 The Board shall maintain an up-to-date seniority list and a copy shall be furnished to the Council in January of each year.

On request, the stewards shall be provided with a seniority list of their respective trade in January of each year.

8.07 If an employee is promoted out of the bargaining unit or any other position which excludes the employee from coverage of this Agreement, such employee shall retain Board seniority in the position from which the employee was transferred and may at any time be transferred to such former position and be allowed the Board seniority to which the employee is entitled.

ARTICLE 9 - MEDICAL

9.01 An employee who has completed six (6) months probationary period will be required to obtain a satisfactory Board medical assessment before the employee has completed an additional six (6) months of continuous service.

9.02 An unsatisfactory Board medical assessment will result in termination of employment. The Board medical assessment will, on the request of the employee, be the subject of an appeal, provided the notice of appeal is submitted within ten (10) working days of the date of the termination.

ARTICLE 10 - WORK ASSIGNMENTS

10.01 Employees may apply for any work assignment within their trade.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 It is agreed that it is the spirit and intent of this Agreement to adjust employee or employer grievances promptly.

Should a dispute arise between the Board and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, or should any other dispute arise, an earnest effort shall be made to settle the dispute in the manner outlined in this Article but any deviation from this procedure shall result in the forfeiture of all rights under this Article.

Disputes shall be dealt with so far as possible by discussion between the individuals directly affected. If a satisfactory solution of a dispute cannot be reached at this level, the dispute shall become a grievance and such grievance shall be processed in order to reach a fair and amicable settlement in accordance with the terms of this

Article. Disputes of a general nature between the Board and the Union may be initiated by the appropriate representatives at Step 3.

Where a dispute involving a question of an employee's medical assessment occurs, the Board and the Council may agree to by-pass steps 1 and 2 of the Grievance Procedure.

Step 1

The aggrieved employee shall refer this grievance to the Steward. The Steward and the appropriate Trade Supervisor shall meet to discuss the grievance within five (5) working days of the act causing the grievance. If a settlement of the grievance is not reached within the five (5) days the Steward shall refer the matter to the Business Agent of the Union affected and the Trade Supervisor shall refer the matter to the appropriate Board Supervisor.

Step 2

If either the Business Agent of the Union or the Board Supervisor considers the grievance to be justified, they shall first seek to settle the dispute.

The grievance will be processed formally after this step. It will be in writing and it will be formally "signed off" if the matter is settled or referred to the next step if not resolved.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute is submitted under Step 2, the Business Manager of the Council or the Business Agent of the Union shall, within seven (7) working days, refer the grievance in writing to the Appropriate Official of the Board.

The Superintendent of Maintenance and Construction, or designate, will review the submission, hold a meeting with the Business Agent of the Union and the Board Supervisor and within five (5) working days after receipt of such submission, render a decision.

Step 4

Failing satisfactory settlement within five (5) working days after the dispute is reviewed under Step 3, the Manager of the Council shall, within seven (7) working days, name three representatives to meet with three senior officials of the Board. The Committee will be comprised of persons who have not been involved in any of the preceding steps of the grievance procedure pertaining to the grievance in question. The Committee shall meet within fourteen (14) working days of its appointment, or such longer period as may be mutually agreed upon by the Committee members, to consider the grievance referred to it. This Committee so appointed shall endeavor to reach a mutually satisfactory settlement. A unanimous

decision of the Committee shall be final and binding on both parties.

Step 5

Failing **satisfactory** settlement within five (5) working days after the dispute is discussed by the Joint Committee as appointed in Step 4, the grievance may be referred by the Council to arbitration at any time within twenty-one (21) working days thereafter, but not later.

ARTICLE 12 - MANAGEMENT GRIEVANCE

12.01 Any grievance instituted by the Board shall be referred in writing to the Union within ten (10) **working** days of the occurrence of the circumstances giving rise to the grievance and two representatives of the **Council** shall meet within five (5) working days thereafter with the Director of Education or designate to consider the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting the grievance may be referred by the Board to arbitration as provided in Article 11 at any time within twenty-one (21) working days thereafter, but not later.

ARTICLE 13 - ARBITRATION

13.01 Arbitration shall be as provided in the Labour Relations Act of Ontario, being R.S.O. 1980, Chapter 228, as amended from time to time.

13.02 The Board will supply the necessary facilities for all grievance meetings.

13.03 The time limits affixed in the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

13.04 At any stage of grievance or arbitration procedure, the parties may have the assistance of the employee concerned and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Board's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 - HOURS OF WORK

14.01 The hours of work for employees covered by this Agreement shall be in accordance with Appendix "C" appended hereto. The normal work week shall be made up of five (5) equal days with work commencing at 8:00 a.m. and shall be known as the 1st shift. The starting time may be changed

when mutually agreed to by the applicable Union Business Agent and the Board.

14.02 For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 4:30 p.m. (i.e. the 1st shift) the following shift hours and rates shall apply:

2nd shift - to start between
8:30 a.m. and 5:00 p.m.

Rate - time and one-seventh - 7
hours' work, 8 hours' pay.

3rd Shift - to start between
5:00 p.m. and 8:00 am.

Rate - time and one-third - 6
hours' work, 8 hours' pay.

14.03 The lunch period will be one-half (1/2) hour on each shift without pay. Employees shall, be required to punch "out" before lunch and "in" after lunch.

14.04 There shall be two (2) fifteen (15) minute rest periods on the first shift. There shall be one (1) fifteen (15) minute rest period and one (1) rest period (not to exceed ten (10) minutes at the work area) on the second shift. There shall be no rest periods on the third shift. All rest periods shall be taken within the Board building. The time permitted for rest periods shall be from work station to work station.

14.05 All employees covered by this Agreement shall be allowed sufficient wash-up time prior to the completion of working hours.

14.06 Employees on the normal day shift (the 1st Shift) who are called in to work prior to 8:00 a.m. shall be paid double time for the hours worked to 8:00 am, in accordance with Article 15, Overtime Rates.

14.07 No employee shall be permitted to work on more than one shift in twenty-four (24) hours unless overtime rates are paid. This does not apply when employees are changing from an evening shift to a day shift.

14.08 The opportunity to work **overtime** shall be distributed as equally as possible amongst the **employees** and a record of all overtime paid including banked hours shall be given to the steward on a **bi-weekly** basis.

ARTICLE 15 - OVERTIME RATES

15.01 Double time shall be paid for all hours worked in excess of those stipulated for each shift, Monday to Friday inclusive.

15.02 Double time shall be paid for all hours worked on Saturday and Sunday.

15.03 Double time shall be paid to all employees for all hours worked on paid holidays set forth in Article 17 in addition to holiday pay.

15.04 If overtime in excess of two (2) hours is worked immediately following the regular shift, a break of one-half (1/2) hour with pay must be taken. This applies to cases where no emergency exists.

15.05 Planned Overtime With a Gap. If the overtime scheduled is to commence beyond or end prior to one hour of the regular working hours a minimum of 1/2 hour travelling time to and 1/2 hour from the job will be paid.

15.06 If an employee is called into work outside the employee's regular working hours, the Board shall pay one-half (1/2) hour overtime travelling to the job and one-half (1/2) hour overtime travelling from the job. Payment for travelling from or to the job shall not be paid if the emergency work carries into or follows the regular shift. If the time required for the emergency work plus the travelling allowance is less than three (3) hours, the Board shall pay the minimum of three (3) hours.

This provision does not apply to scheduled overtime.

15.07 (a) Employees may choose to receive time off from work with pay instead of receiving overtime pay. If an employee

elects to take the time off, the number of hours off from work to which an employee is entitled shall be determined by dividing the amount of overtime pay the employee would have received, had the employee elected to receive overtime pay, by the employee's hourly rate of pay as stated in Appendix "A" appended hereto. Time off will be taken at a time mutually agreeable to the Board and the employee except that employees being laid off shall receive a cash payment for accumulated overtime credits due at the time of lay-off.

- (b) The maximum number of hours that may be accumulated at any time in accordance with Article 15.07(a) is forty (40).

ARTICLE 16 - VACATION ALLOWANCE

16.01 Employees shall be entitled to the following vacation as of June 30, 1986:

- (a) Employees who have completed twelve months of continuous service shall receive three (3) weeks' vacation with pay.
- (b) Employees who have completed nine (9) years of service with the employer as of December 31st

in any year shall receive four (4) weeks' vacation with pay.

- (c) Employees who have completed seventeen (17) years of service with the employer as of December 31st in any year shall receive five (5) weeks' vacation with pay.
- (d) Employees who have completed 24 years of service with the employers as of December 31st shall be entitled to 26 days vacation with pay.
- (e) Employees who have completed 25 years of service with the employers as of December 31st shall be entitled to 27 days vacation with pay.
- (f) Employees who have completed 26 years of service with the employer as of December 31st shall be entitled to 28 days vacation with pay.
- (g) Employees who have completed 27 years of service with the employer as of December 31st shall be entitled to 29 days vacation with pay.
- (h) Employees who have completed 28 years of service with the employer as of December 31st shall be entitled to 30 days vacation with pay.

(i) Employees who have completed less than twelve (12) continuous months of service shall be entitled to one and one-quarter (1-1/4) days' vacation for each complete calendar month of active employment completed prior to July 1 with pay in the amount of their regular straight time earnings for each day or part thereof of vacation entitlement.

Employees shall be entitled to the following vacation as of June 30, 1987:

- (a) Employees who have completed twelve months of continuous service shall receive three (3) weeks' vacation with pay.
- (b) Employees who have completed nine (9) years of service with the employer as of December 31st in any year shall receive four (4) weeks' vacation with pay.
- (c) Employees who have completed seventeen (17) years of service with the employer as of December 31st in any year shall receive five (5) weeks' vacation with pay.
- (d) Employees who have completed 23 years of service with the employers as of December 31st shall be entitled to 26 days vacation with pay.
- (e) Employees who have completed 24 years of service with the employers as of December 31st

shall be entitled to 27 days vacation with pay.

- (f) Employees who have completed 25 years of service with the employer as of December 31st shall be entitled to 28 days vacation with pay.
- (g) Employees who have completed 26 years of service with the employer as of December 31st shall be entitled to 29 days vacation with pay.
- (h) Employees who have completed 27 years of service ~~with the~~ employer as of December 31st shall ~~be~~ entitled to 30 days vacation with pay.
- (i) Employees who have completed less than twelve (12) continuous months of service shall be entitled to one and one-quarter (1-1/4) days' vacation for each complete calendar month of active employment completed prior to July 1 with pay in the amount of their regular straight time earnings for each day or part thereof of vacation entitlement.

16.02 Any vacation shall be taken at a time that is mutually agreeable to the Board and the employee.

16.03 Employees leaving the service of the Board at any time in the vacation year before they have had their vacation shall be entitled to a

proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 17 - PAID HOLIDAYS

17.01 Employees shall be paid for the Paid Holidays as set out below, if such holidays fall on a regular working day, i.e., Monday to Friday, inclusive.

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

17.02 Where a Paid Holiday as listed in Article 17.01 falls on a Saturday or Sunday, another day for said Paid Holiday shall be declared by the Board prior to March 31st of each year.

17.03 Where a Paid Holiday occurs during a vacation period, an additional day of vacation shall be granted.

17.04 In addition to the above, employees who have attained sixty (60) working days of service in a calendar year shall receive one (1) additional mutually agreeable paid holiday in each calendar year in lieu of Remembrance Day.

17.05 The Board shall declare one 1) additional paid holiday in each calendar year on the understanding that the Board will not grant any additional paid holiday during the term of the Agreement except as provided by Article 17.

ARTICLE 18 - PAY PERIODS

18.01 The Board shall deliver to the employee on the job site salaries and wages including overtime payments on a weekly basis every Thursday along with an itemized statement of wages and deductions.

18.02 In the event that the payment is not available to the employee on Thursday, a substitute cheque will be provided on Friday, if the employee notifies the Maintenance Department prior to 12 noon Friday.

18.03 It is the responsibility of the employee to notify the Board (Maintenance Department) of any change of address. Failure to comply will result in forfeiture of rights under Article 18.02.

ARTICLE 19 - WAGE RATES

19.01 Wage rates for employees covered by this Agreement shall, during the term of this Agreement, be as set out in Appendix A attached hereto.

19.02 Where three or more employees of one trade are working in a group without direct supervision and when direct supervision is required, one of the three will be designated as a lead hand.

19.03 When employees act as Assistant Trade Supervisor, Substitute Trade Supervisor, or Lead Hand, a premium rate per hour shall be paid, as indicated in Appendix B, in addition to the rate in the trade.

ARTICLE 20 - TRAVELLING ALLOWANCE

20.01 Employees' covered by this Agreement who transport themselves and their tools and equipment from job to job shall receive travelling allowance in accordance with the following:

Effective April 4, 1986:

- (a) Within the City limits - \$1.40 a move or T.T.C. cash fare, whichever is the greater.

(b) Outside the City limits - 16¢ per kilometer.

(a) Within the City limits - \$1.45 a move or T.T.C. cash fare, whichever is the greater.

(b) Outside the City limits - 17¢ per kilometer.

20.02 Employees covered by this Agreement who transport themselves and, in addition, transport Board tools, material or equipment, shall receive:

Effective April 4, 1986, an additional 80¢ a move within City limits, or an additional 4¢ a km. outside City limits.

Effective January 1, 1987, an additional 85¢ a move within City limits, or an additional 5¢ a km. outside City limits.

ARTICLE 21 - BENEFITS

21.01 All employees shall be entitled to the following Board benefits set out in (a) and (b) below.

(a) The Board will contribute 100% of the single or the family premiums, whichever is applicable, towards coverage of eligible

employees under the Ontario Health Insurance Plan.

- (b) The Board agrees to contribute for permanent and probationary employees covered by this Agreement, the maximum allowable percentage permitted under the Education Act, as amended from time to time, of the single or the family premium, as the case may be, of an Extended Health Care Plan, with benefits equivalent to the benefits presently in force, with a \$25.00 - \$50.00 deductible. Effective June 1, 1986, these benefits provide for eyeglasses up to a maximum of \$75.00, hearing aids up to a maximum of \$400, and a provision for out of province coverage.

21.02 In the case of new hires and recalled employees, such benefits in 21.01 (a) and (b) shall be effective the first of the month following the date of employment or recall.

- 21.03 Employees, on completion of both six (6) months continuous service following completion of their probationary period in accordance with Article 8, providing they have obtained a satisfactory Board medical assessment, shall be entitled to the following additional Board benefits commencing the first of the month following completion of one year of service as defined herein.

(a) The Group Life Insurance Plan at present in force shall be continued. The Board agrees to

thousand (\$25,000) dollars of coverage and seventy-five percent (75%) of the applicable premium for any additional coverage, up to the maximum coverage provided by the Plan.

- (b) The pension scheme presently in force shall be continued and participation will be mandatory with the employee's portion being deducted through monthly payroll deduction.
- (c) The "Sick Leave Credit and Gratuity Plan" including provisions for "Special and Miscellaneous Leaves" shall apply and employees eligible for coverage in accordance with the service requirements set out herein shall be credited with twenty-four (24) days sick leave credit on becoming eligible for the revised plan.
- (d) The Dental Plan at present in force shall be continued and the Board agrees to pay seventy-five (75%) percent of the premium cost for those employees who have completed the necessary enrolment forms to participate in such plan and who have agreed to provide the balance of the premium cost through payroll deduction.

Effective June 1, 1986, benefits will be based on the 1985 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners.

- Effective January 1, 1987, benefits will be based on the 1986 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners.

21.04 Effective April 4, 1986, employees not eligible to receive full Board benefits shall receive an additional ~~forty-two~~ cents (42¢) an hour.

Effective January 1, 1987, employees not eligible to receive full Board benefits shall receive an additional ~~forty-four~~ cents (44¢) an hour.

21.05 Employees who are granted leave of absence, without pay, in excess of 20 continuous normal working days, shall not earn or receive benefits for the period of such leave of absence.

21.06 Upon presentation of a receipted invoice the Board will pay the following to all employees receiving full Board benefits:

- (a) the difference between regular lenses and safety lenses whenever an employee purchases safety glasses.
- (b) Effective April 4, 1986, once a year, sixty-eight dollars (\$68.00) towards the purchase of Canadian Standards Association approved safety footwear, approved in accordance with the Ontario Occupational Health and Safety Act 1980 for construction

projects. Employees shall wear safety footwear while at work.

* Effective January 1, 1987, once a year, seventy-one dollars (\$71.00) towards the purchase of Canadian Standards Association approved safety footwear, approved in accordance with the Ontario Occupational Health and Safety Act 1980 for construction projects. Employees shall wear safety footwear while at work.

(c) Effective April 4, 1986, once a year, Roofers and Roofers' Assistant will be eligible to receive \$43.00 towards the purchase of a second pair of C.S.A. approved safety footwear, approved in accordance with the Ontario Occupational Health and Safety Act, 1980 for Construction Projects, upon submitting to the Board receipt of purchase.

* Effective January 1, 1987, once a year, Roofers and Roofers' Assistant will be eligible to receive \$45.00 towards the purchase of a second pair of C.S.A. approved safety footwear, approved in accordance with the Ontario Occupational Health and Safety Act, 1980 for Construction Projects, upon submitting to the Board receipt of purchase.

* 21.07 Instructional Courses:

When an employee takes an educational course as a result of a request by the Board, the employee shall be compensated for 100% of the course fees.

When an employee takes an educational course of the employee's own choosing, but approved in advance by the Board, the employee shall be compensated for 100% of the course fees provided the employee completes the course and receives the necessary passing mark.

21.08 The Long Term Disability Plan at present in force shall be continued. The Board shall pay seventy-five percent (75%) of the cost of the Long Term Disability Plan premiums.

Employees in receipt of L.T.D. benefits from the Board's Long Term Disability Plan shall continue to be eligible to participate in the Board's O.H.I.P., Extended Health Care and Dental Plans that apply to other members of the Union.

The premium share ratios and eligible benefit coverage will be in accordance with the current collective agreement and the employees affected shall be responsible for the payment to the Board of the employee share of any premium for any of the above plans.

21.09 It is the responsibility of each employee to advise the Board in writing, which will be acknowledged, of a change in marital or family status which would result in a lower premium cost for these benefits requiring monthly premium payments and to be responsible for reimbursing the Board if they overpay on behalf of an employee because of the employee's failure to keep the Board informed.

21.10 In consideration of the provisions of the improved benefit package resulting from the introduction of the Dental Plan, the Council on behalf of the employees covered by this Agreement.

effective July 1, 1980, releases the Board from any obligation it might hereafter have to pay to these employees any Unemployment Insurance Commission rebate available because of the existence of a wage loss plan (Sick Leave Plan). Such rebate shall be used by the Board to defray the increased Board cost of the Dental Plan.

21.11 Adoption Leave and Child Care Leave Policy as printed in the Non-Teaching Employee Benefit Plans Booklet shall apply to employees covered by this Agreement.

21.12 Any proposed changes in benefits during the life of the Agreement will be referred to Council for their comments.

ARTICLE 22 - RETIREMENT

22.01 All employees are required to retire at the end of the month in which they attain sixty-five (65) years of age.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 The Board will prepare the Agreement and issue a copy to each employee.

ARTICLE 24 • UNION LEAVE

x 24.01 Leave of absence without loss of sick leave credits or seniority shall be granted upon request to the Board to employees who are elected or appointed to represent their union at Union related conventions or seminars, schools and conferences. In any calendar year, such time shall not exceed a total of two (2) days for each member union of the Council with pay, and up to two (2) days for each member union of the Council without pay. Requests for time off to be made by the local union.

ARTICLE 25 • SAFETY

. 25.01 All work shall be performed in accordance with the provisions of the Occupational Health and Safety Act, of Ontario, 1980 and amendments thereof.

25.02 A Safety Committee shall be established in accordance with the above Act.

x ARTICLE 26 • UNION REPRESENTATIVES

* 26.01 To enable official recognition of Stewards, Union representatives shall inform the Superintendent • Personnel Services of the Board in writing of the names of all Stewards as they are appointed and when they cease to act as Stewards.

26.02 The stewards shall be given reasonable time during working hours to fulfill their duties and obligations in accordance with the collective agreement.

26.03 The stewards shall be advised of new employees in their respective trade and when employees are laid off the steward shall be notified prior to the layoff.

The steward shall be advised if the Board implements shift work in accordance with Article 14.02.

26.04 Representatives of the Union shall have access to the area of work during working hours but in no case shall their visits interfere with the progress of the work.

26.05 Employees subject to disciplinary action by their supervisors shall be allowed to have a Union representative with them if they so desire.

ARTICLE 27 - TOOLS AND EQUIPMENT

27.01 Employees shall be required to provide themselves with the ordinary hand tools of their trades, based on established Union practices.

27.02 The Board shall not be held responsible for any losses, except that should the employee's tools be stolen as a result of forcible entry or destroyed by fire or lost or damaged in transportation by the Board, the Board shall compensate the employee for the value of the

normal tools of the employee's trade, less 15% to a maximum of \$25.00 deductible.

27.03 The Board and the Council agree that it is the responsibility of the employees to be accountable for any Board tools and/or equipment assigned to them and for which they are required to sign their names.

27.04 Employees eligible to receive all Board benefits shall receive, in 1986, tools insurance allowance of twenty-four dollars (\$24) per calendar year.

Employees eligible to receive full Board benefits shall receive, in 1987, tools insurance allowance of twenty-six dollars (\$26) per calendar year.

ARTICLE 28 - STRIKES & LOCKOUTS

28.01 During the term of this Agreement, the Union agrees that there shall be no strike, picketing, slowdown, suspension of work or other interference which shall limit the normal operations of the Board.

28.02 The Board agrees that there shall be no lockout of employees covered by this Agreement.

ARTICLE 29 - DURATION OF AGREEMENT

29.01 This Agreement shall be in force and effect from the 1st day of January 1986 to the 31st day

of December 1987 and shall continue in effect from year to year thereafter unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

29.02 The parties will meet within fifteen (15) days after the giving of such notice by either party for the purpose of entering into negotiations.

29.03 During negotiations for any proposed renewal or revision, the Agreement shall remain in full force and effect until a satisfactory settlement has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.

Duly executed by the parties hereto this

27th day of August, 1986

FOR THE BOARD OF
EDUCATION FOR THE
CITY OF TORONTO

FOR THE TORONTO-
CENTRAL ONTARIO
BUILDING AND
CONSTRUCTION
TRADES COUNCIL

SGD.

[Signature]
Chairman

SGD.

[Signature]
Tony Michael
Business Manager

SGD.

[Signature]
E.N. Mckeown
Director of
Education

SGD.

[Signature]
Witness

APPENDIX "A"

Classification & Hourly Wage Rates

<u>classification</u>	<u>Rate Effective January 1, 1986</u>	<u>Rate Effective January 1, 1987</u>
Pipe Coverer	\$16.73	\$17.40
Boiler Maker	17.32	18.01
Bricklayer	17.56	18.26
Carpenter	17.20	17.89
Cement Mason	16.06	16.70
Iron Worker	17.44	18.14
Marble Tile Mechanic	16.37	17.02
Painter	16.19	16.84
Glazier	16.53	17.19
Roofer	16.71	17.38
Sheetmetal Worker	17.75	18.46
Resilient Floor Worker	16.01	16.65
Lather	17.16	17.85
Plasterers' Labourers	14.62	15.20
Roofer's Assistant	15.86	16.49
Plasterer	17.16	17.85

*NOTE: Premium Rates

- (1) Vinyl installation, sign writing and spray painting - 40¢ per hour.
- (2) Boiler Maker assigned to work in either a hot or dirty boiler shall receive a premium in the amount of 40¢ per hour for each hour worked in the boiler.
- (3) Employees assigned to work on a swing stage shall receive a premium in the amount of 30¢ per hour for each hour so worked.

APPENDIX "B"

	<u>Effective</u> <u>January 1, 1986</u>	<u>Effective</u> <u>January 1, 1987</u>
Lead Hand	72¢/hour	75¢/hour
Assistant Trade Supervisor	96¢/hour	\$1.00/hour
Substitute Trade Supervisor	\$1.20/hour	\$1.25/hour

APPENDIX "C"

Classification - Hours of Work

<u>Classification</u>	<u>Hours of Work</u> <u>Per Week</u>
Pipe Coverer	40.0
Boiler Maker	37.5
Bricklayer	37.5
Carpenter	37.5
Cement Mason	40.0
Ironworker	37.5
Marbleworker	40.0
Painter	40.0
Glazier	40.0
Roofer	40.0
Sheetmetal Worker	37.5
Resilient Tile Worker	40.0
Lather	37.5
Plasterers' Labourer	40.0
Roofers' Assistant	40.0
Plasterer	37.5

LETTER OF UNDERSTANDING

between

The Board of Education
for the City of Toronto

and

The Toronto-Central Ontario
Building and Construction
Trades **C**ouncil

The following is the position of the Board of Education for the City of Toronto and the Toronto-Central Ontario Building and Construction Trades Council with respect to the interpretation or intent as they apply to the 1986-1987 Collective Agreement.

Retroactivity

On wages only to all employees on staff at the date of ratification, retired employees, employees laid off, to the estate of deceased employees, in each case proportionate to time worked since January 1, 1986.

Article 3.03

In the event that the Board decides to review its policy with respect to awarding of work to unionized companies, the Union will be given both sixty (60) days advance notice of such a review and an opportunity to express its views with respect to the proposed changes.

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Article 21.03 Pensions

The Board and the Council agree to discuss the non-teaching pension plan in the event that four (4) of the participants in the pension discussions that commenced in 1979 request such a meeting.

Article 21.08 Long Term Disability Plan

The Board and the Council agree to discuss the Long Term Disability Plan during the term of this Agreement.

Apprenticeship Programs

The Board and the Council agree that the establishment of Apprenticeship Programs is a matter to be agreed upon by the Board and the individual Union.

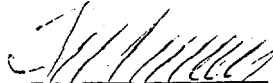
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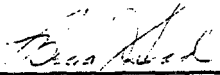
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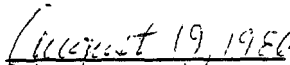
THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO


E.N. McKeown
Director of Education

TORONTO-CENTRAL ONTARIO
BUILDING AND CONSTRUCTION
TRADES COUNCIL


Tony Michael
Business Manager


Witness


Date

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