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EMPLOYEES	166		
NOMBRE			
between EMPLOYÉS			

**THE BOARD OF EDUCATION FOR
THE CITY OF NORTH YORK**

and

**LOCAL UNION 3219 UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA**

**Effective: January 1, 1984
Expires: December 31, 1984**



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THIS AGREEMENT is made and entered into this 1st day of January, A.D., 1984.

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY OF NORTH YORK (hereinafter called the "Employer"),

OF THE FIRST PART;

— and —

LOCAL 3219, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (hereinafter called the "Union"),

OF THE SECOND PART.

ARTICLE I

Purpose

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE II

Union Recognition

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of the Employer in the City of North York, employed in its Maintenance Department, save and except foremen, persons above the rank of foremen, caretakers and office staff.

2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraphs.

ARTICLE III

No Discrimination

3.01 The Employer agrees that it will not refuse to employ or to continue to employ any **persons** or to discriminate against any person with regard to employment or any term or condition of employment because of that person's race, creed, colour, nationality, ancestry, or place of origin, and the Union agrees that it will not exclude from membership or expel or suspend any person or member or discriminate against any person **or** member because of race, creed, colour, nationality, ancestry or place of origin.

ARTICLE IV

Union Security

4.01 The parties hereto mutually agree that all employees covered by this Agreement shall become, thirty days after date of employment, members of the Union and remain members of the Union as a condition of employment during the lifetime of this agreement.

4.02 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty (30) days, on the first pay day of each calendar month, whatever sum as may from time to time be authorized by the Union, **and** shall remit same prior to the end of such month to the financial secretary of the Union. The said sums shall be accepted by the Union as the regular

monthly dues **of** those employees as members of the Union.

4.03 Except as provided by this agreement, the Union will not engage in Union activities during working hours or hold meetings at any time on the premises **of** the Employer without the permission of the Employer.

4.04 The Union shall be notified within ten (10) working days **of all** new employees hired under the terms of the collective agreement, specifying name, department, trade and starting date.

4.05 The Personnel Officer shall inform all new employees upon being hired that they must become and remain a member in good standing of Local 3219 as a condition of employment.

ARTICLE V

Management Rights

5.01 The Union acknowledges that it is the exclusive function **of** the Employer to hire, promote, demote, transfer, classify and suspend employees; and also the right of the Employer to discipline or discharge any employee for **just** cause, provided that a claim by an employee, who has acquired seniority, that he has been discharged, suspended, or disciplined without just cause may be the subject **of** a grievance and dealt with as hereinafter provided.

5.02 The Union further recognizes the right of the Employer to operate and manage **its** business in all respects, The direction of the working force, the work schedules, the methods and processes used, the right to decide on the number of employees in any category needed by the Employer at any time, the right to use

improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Employer. The Employer also has the right to make, alter and enforce from time to time reasonable rules and regulations to be observed by the employees, but before making or altering any such rules or regulations, the Employer agrees to discuss same with the Union, and in no event shall any such rules or regulations be inconsistent with the express provisions of this Agreement.

ARTICLE VI

Union Stewards

6.01 The Employer will recognize one Shop Steward for each department, appointed **or** elected by the maintenance employees. The Employer shall be advised of the names of the Stewards selected and shall be notified of any changes from time to time. The Board recognizes one Chief Steward. Any person selected as a Steward shall be a regular employee within the Bargaining Unit during his time **of** office, and shall have at least one year's seniority with the Employer.

6.02 There shall be no discrimination against the Steward for carrying out his duties in connection with the operation or administration of the agreement.

6.03 The privilege of Stewards to leave their work without **loss of** pay to attend to Union business is granted on the following conditions:

- (a) The time shall be devoted to the prompt handling of Union business.
- (b) The Steward concerned shall obtain permission from his Department Supervisor, Superintendent

or Personnel Officer before leaving his work, such permission shall not be unreasonably withheld.

- (c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

6.04 If an authorized staff representative of the United Brotherhood of Carpenters and Joiners of America, who is not employed by the board, wishes to speak to a local Union representative on the Board's premises about a grievance or other official Union business, he shall advise the Personnel Officer or his designate, who will arrange such a meeting in such a way as to not unreasonably interfere with operations.

ARTICLE VII

Grievance Procedure

7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02 No grievance shall be considered where the grievance is filed more than seven (7) working days after an employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

7.03 Grievances shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present the grievance orally or in writing to his supervisor. He shall have the assistance of his Steward. If a settlement satisfactory to the employee concerned is not reached within two (2) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within two (2) working days thereafter.

Step No. 2

The aggrieved employee may, with his Steward, present his grievance in writing to the Department Superintendent who shall consider it in the presence of the aggrieved employee and his Supervisor. Should no settlement satisfactory to the employee concerned be reached within two (2) working days (or other such time as may be mutually agreed upon), the next step in the grievance procedure may be taken at any time within two (2) working days thereafter.

Step No. 3

The aggrieved employee or his steward may submit the written grievance to the Personnel Officer. At this stage they shall be accompanied by an officer of the Union if his presence is requested by either party. If final settlement of the grievance is not completed within seven (7) working days after the submission to the Personnel Officer and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance shall, at the request of the Union and the grieving employee, or at the request of the Employer, be referred to a Board of Arbitration as provided in Article VIII below at any time within twenty-one (21) days after the Personnel Officer has given an answer, but no later.

7.04 Any of the time allowances set out in this Article may be extended by mutual written agreement.

7.05 The Employer failing to reply to a grievance within the prescribed time limits in any step of the grievance procedure, the grievance may be processed to the next higher step following the expiry of the time limit in question.

7.06 If a grievance is not processed to the next higher step or to Arbitration in accordance with the

prescribed times, the grievance shall be deemed to be abandoned.

7.07 When an employee covered by this Agreement is called to the office to appear before management to be formally interviewed concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee, he shall be accompanied by his steward or a member of the Union Executive.

7.08 The employee and the Union shall receive a copy of any written warning given to an employee which may lead to disciplinary action. In determining the disciplinary action to be taken against an employee, the Employer will take into consideration the employee's record and the lapse of time since the last disciplinary action.

7.09 The Union shall have the right to process a general policy grievance concerning matters involving a substantial number of employees or the employees as a whole and which concern the interpretation or alleged violation of this agreement. All such grievances shall be submitted at Step No. 2 of the grievance procedure within fifteen (15) days after a Steward or any officer of the Union became aware of the occurrence of the circumstances giving rise to the grievance and if it is not settled at this stage, it may go to Step No. 3 of the grievance procedure and ultimately to a Board of Arbitration in the same manner as the grievance of an employee. During the months of July and August, the time limits set forth above shall be extended from fifteen (15) to thirty (30) days.

ARTICLE VIII

Arbitration

8.01 Both parties to this agreement agree that any dispute or grievance relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated, which has been properly carried through all the steps of the grievance procedure outlined in Article VII above, and which has not been settled, will be referred to a Board of Arbitration at the request of the parties hereto.

8.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chairman chosen by the other two (2) members of the Board.

8.03 Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.

8.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.

8.05 The decision of a Board of Arbitration constituted in the above manner shall be binding on both parties.

8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.

8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses if any, of the Chairman.

8.08 Any grievance concerning the suspension or discharge of an employee may be settled by confirming the Management's action or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

ARTICLE IX

Discharge Cases

9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 In the event of a temporary employee being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance, provided that in no event may a temporary employee file a grievance when his employment has been terminated upon the completion of the work for which he is engaged.

9.03 Any such claim of unjust discharge shall be treated as a grievance if a written statement of such grievance is lodged with his Departmental Superintendent within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.

9.04 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in his former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

9.05 When an employee has been dismissed without notice, he shall have the right to interview his Steward for a reasonable period of time before leaving the premises.

9.06 When an employee covered by this Agreement is being recommended for discharge or suspension, two (2) members of the Union Executive must be present at such a meeting, at the request of either party.

ARTICLE X

Management Grievances

10.01 Any grievance instituted by Management may be referred in writing to the Union within three (3) working days of the occurrence of the circumstances giving rise to the grievance and representatives of the Union shall meet within three (3) working days thereafter with the Personnel Officer, to consider the

grievance. If final settlement of the grievance is not completed within seven (7) working days of such meetings, the grievance may be referred by either party to a Board of Arbitration as provided in Article VIII at any time within twenty-one (21) days thereafter but not later.

ARTICLE XI

No Strikes – No Lockouts

11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE XII

Hours of Work and Overtime

12.01 The following paragraphs and sections are intended to define the normal hours of work.

12.02 The regular work week shall consist of forty hours per week comprised of five (5) eight (8) hour days Monday to Friday inclusive. The regular work day shall be between 8:00 a.m. and 4:30 p.m., with a lunch period of one-half hour duration. A relief period of fifteen (15) minutes with pay will be scheduled during each half shift. This starting time may be varied by mutual agreement of the parties.

12.03 Overtime at the rate of time and one-half the employee's regular hourly rate shall be paid for all work performed over forty (40) hours per week or over eight (8) hours per day. Double time shall be paid for all time worked on Sundays.

12.04 The Employer may, in its discretion, schedule second and third shifts and on such shifts employees shall receive eight (8) hours' pay at the employee's regular hourly rate for seven (7) hours' work.

12.05 Any employee called in because of an emergency other than one arising from his own negligence or from something occurring on his shift for which he **was** responsible, will receive a minimum **of** three (3) hours' pay at time and one-half his regular hourly rate.

12.06 Opportunities for overtime worked shall be equitably distributed among those normally performing this work.

For the purpose of clarity, employees who do not normally use tools during their regular day's work are not entitled to share in the distribution of overtime under this clause where the overtime work involves the use of tools.

ARTICLE XIII

Seniority

13.01 In all cases **of** promotion (except promotion to positions excluded from the bargaining unit) and in cases of permanent transfers within the Maintenance Department and in all cases of increase in working force, **the** following factors shall be considered:

- (a) seniority
- (b) skill, competence and efficiency

Where the qualifications in factor (b) are relatively equal in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, factor (a) shall govern. Promotion shall mean advancement of an employee to a job which carries a higher rate of pay.

13.02 Job Posting – All vacancies for positions of more than four (4) months' duration and newly-created positions shall be posted for five (5) working days on the special bulletin board supplied for union purposes. An employee desiring the position must make application to Management within five (5) working days. A list of successful applicants for such vacancies shall be posted on the special bulletin board showing the starting date and the duration of the appointment. The Employer agrees to post pursuant to this clause, vacancies for a number of positions for temporary lead hands, that is for vacancies anticipated to be less than four (4) months' duration. Temporary lead hands so selected will then be appointed pursuant to the provisions of clause 13.01 when there is a temporary lead hand vacancy in that employee's trade.

13.03 In this agreement, permanent employee means an employee within the bargaining unit who is advised that he is employed as a permanent employee. All other employees within the bargaining unit shall be temporary employees.

13.04 An employee shall be considered probationary for the first six (6) months and shall have no seniority rights during that period. After six (6) months' service his seniority shall date back to the day upon which his employment began. Temporary employees shall have no seniority for the purpose of this agreement except as provided under articles 13.05, 13.06, 13.10, 13.11 and 13.12.

13.05 Seniority as referred to in this agreement shall be on a craft basis, and separate seniority lists shall be prepared for each trade. Seniority lists to be revised every six (6) months and posted in each department.

13.06 In the event of a layoff or recall to work following a layoff in any classification as defined in 13.05 above, and where skill, competence and efficiency are relatively equal seniority shall be the governing factor.

13.07 An employee who is off the pay roll due to layoff, sickness, or accident will continue to accumulate seniority for a period of eighteen (18) months.

13.08 An employee shall lose his seniority standing and his name shall be removed from all seniority lists for any one of the following reasons:

- (1) If the employee voluntarily quits his employment.
- (2) If the employee is discharged for proper cause and is not reinstated in accordance with the provisions of this agreement.
- (3) If the employee is laid off and fails to return to work within five (5) working days after he has been notified so to do by his Employer, by registered mail to his last known address. A copy of such notice shall be sent to the Union.
- (4) If the employee has been on layoff for a period of more than eighteen (18) consecutive months.
- (5) If the employee is absent from work without leave for more than three (3) consecutive working days, unless there was reasonable justification for such absence. Provided that nothing shall prevent the Employer from granting an extension of such time if the circumstances so warrant.

13.09 Temporary Transfers -- If an employee substitutes in any department on any job for a

minimum of five (5) consecutive working days during the absence of another employee, he shall receive the rate for the job or his regular straight-time hourly rate, whichever is greater.

13.10 Lay-off Notice — In the event of a lay-off due to lack of work, other than for seasonal employees, the Union Committee shall be supplied with a list of employees to be laid off, and the employees so affected shall be given notice of the pending lay-offs, in accordance with the Employment Standards Act.

13.11 In appointing permanent employees, preference shall be given to those temporary employees who have been longest with the Board, and temporary employees who have been employed by the Employer shall be given preference in the re-hiring of temporary employees, but in each case the preference will be given subject to the same conditions respecting skill, competence and efficiency as in **13.01** above.

13.12 Total length of continuous service by temporary employees becoming permanent employees shall be considered in computing vacations.

ARTICLE XIV

Reclassification

14.01 Reclassification for the purpose of this agreement shall mean any change in an employee's hourly rate of pay other than by a general increase.

14.02 The Union shall be notified of any reclassification of any employee within the bargaining unit within five (5) working days of such reclassification.

14.03 Prior to the establishment of a new wage category there will be consultation with the **Union** as to the appropriate hourly rate for the new position. Any new position will be posted according to Article **13.02**.

ARTICLE XV

Safety

15.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety in the plant in order to prevent industrial injury.

15.02 The Employer agrees to use all required safety devices in the interest of the health and safety of employees.

15.03 The Employer and the Union agree to name a safety committee comprising an equal number of Employer and Union representatives. The committee's function will be to promote safety in the plant. It shall make regular inspections of the plant and equipment and hold regular monthly meetings.

15.04 The Employer agrees to permit Union Representatives on the Health and Safety Committee or their designates to attend Health and Safety Seminars at the Employers expense, as long as funds permit, not exceeding present practice.

15.05 The Employer shall provide for a Safety Shoe allowance to a maximum of Fifty Dollars (\$50.00) per annum per employee for C.S.A. approved footwear.

Upon presentation of appropriate receipt, an employee will be paid the amount on the receipt, to a maximum of Fifty Dollars (\$50.00).

ARTICLE XVI

Holidays

16.01 Employees shall be **paid for** the following holidays if such holidays fall on a regular working day, i.e., Monday to Friday:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day

Civic Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

and other such days as may be specifically declared by Municipal by-law or statute. It is understood and agreed that whenever any of the above listed holidays, falls on a Saturday or Sunday, then the Board shall designate some other day as a day off with pay.

In addition to the above, all employees shall receive one (1) additional paid holiday in each calendar year to be designated in the Christmas Break period.

16.02 Should a statutory or declared holiday, as defined in Article XVI above, fall or be observed during an employee's vacation period, he will be granted an additional day's vacation for each such holiday in addition to his regular vacation time.

16.03 All employees covered by this agreement shall be paid at the rate of double time if required to work on above listed holidays when they fall on a regular working day (Monday to Friday inclusive) and any other holidays declared by the Board specifically for people covered by this agreement. This will be in addition to being paid for the holiday.

16.04 Temporary employees within the bargaining unit shall be granted such statutory holidays with pay as are from time to time granted to permanent employees within the bargaining unit, provided the employee works the full scheduled working day both before and after the said holiday, or can verify absence because of sickness or illness with a Medical Certificate.

ARTICLE XVII

Vacations

17.01 All employees covered by this Agreement with less than twelve (12) months' service with the Board as of June the 30th shall be entitled to one (1) day's vacation with pay for each complete calendar month of continuous service prior to June the 30th, with a maximum of ten (10) working days' vacation with pay, provided they were in the employ of the Board on June the 30th.

17.02 All employees who have completed one (1) year's service with the Employer in any year shall receive three (3) weeks' vacation with pay at a time convenient to the Employer.

17.03 All employees who have completed nine (9) years' service with the Employer in any year shall receive four (4) weeks' vacation with pay at a time convenient to the Employer.

17.04 All employees who have completed eighteen (18) years' service with the Employer in any year shall receive five (5) weeks' vacation with pay at a time convenient to the Employer.

17.05 All employees who have completed twenty-nine (29) years' service with the Employer in any year shall receive six (6) weeks' vacation with pay at a time convenient to the Employer, after twenty-eight (28) years', five (5) weeks' and four (4) days', after twenty-seven (27) years', five (5) weeks' and three (3) days', after twenty-six (26) years', five (5) weeks' and two (2) days', after twenty-five (25) years', five (5) weeks' and one (1) day.

17.06 Temporary employees hired before April 1st in any year may be permitted by the Employer to take

their vacation during the months of July and August provided that a sufficient number of employees in the trade affected are available to perform the work required.

17.07 Following completion of five (5) years of temporary employment an employee will be entitled to six per cent (6%) vacation pay rather than the statutory four per cent (4%) allowance.

ARTICLE XVIII

Sick Leave Provisions

18.01 The Employees' Cumulative Sick Leave Plan currently in effect shall be continued.

ARTICLE XIX

Leave of Absence

19.01 The Board agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay or sick credits for the time so spent.

19.02 Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions. The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Such days will be paid by the Board, and the Union subsequently billed for such amounts of salary and benefits.

19.03 The Employer agrees to grant five (5) non-consecutive days leave of absence without pay to six

(6) Negotiating Committee members to draw up new contract proposals.

19.04 Any employee covered by this Agreement who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board, without salary, and without loss of seniority up to a period of one year. This period may be extended, without salary, by the Board, upon application with the understanding that the applicant's seniority will remain at that level which existed at the end of the first year of such absence. In no event can more than two employees be on such leave at any one time.

ARTICLE XX

General

20.01 The Employer agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

20.02 All temporary employees will receive an additional thirty cents (30¢) per hour, in lieu of participation in the Employee Benefit Plans of the Board.

20.03 It shall be a condition of employment for all new employees within the Bargaining Unit, but whether temporary or permanent, hired after January 1, 1976 to possess, where applicable, a Certificate of Qualification issued by the Ministry of Labour of the Ontario Government and the Personnel Services department shall forward a copy of such certificate to the Union.

20.04 An employee having made a written request to the Personnel Officer may review his personal file. Such review must be made in the presence of a mem-

ber of the Personnel Services Staff at a time mutually arranged between the Personnel Services Department and the employee concerned during normal business hours.

ARTICLE XXI

Other Benefits

21.01 The Contributory Pension Schemes at present in force shall be continued.

21.02 The Group Life Insurance Plan currently in effect shall be continued and the Board agrees to contribute for all permanent employees covered by this Agreement, one hundred per cent (100%) of the first \$25,000 of coverage and seventy-five per cent (75%) of any other amount up to the maximum of \$100,000.

21.03 The Board agrees to contribute for all permanent employees covered by this Agreement, an amount as may be permitted by law of the single or the family premium as the case may be of the Ontario Health Insurance Plan.

21.04 The Board agrees to contribute for all full time permanent employees covered by this Agreement such amount as may be permitted by law of the single or the family premium as the case may be of the Blue Cross Extended Health Benefit Plan - \$25.00/50.00 deductible including a provision for eye glasses and hearing aids, out of province and out of country coverage, as outlined in the Blue Cross Extended Health Benefit pamphlet.

21.05 It is understood and agreed that upon the request of the Union, the parties will meet to discuss the Contributory Pension Schemes.

21.06 The Long Term Disability Insurance Plan currently in effect providing for seventy per cent (70%) of

normal earnings shall be continued. The Board will contribute for employees covered by the Plan seventy-five per cent (75%) of the premium cost. Employees receiving benefits under the L.T.D.I. plan will have their O.H.I.P. and Extended Health Plan premiums paid for by the Board during the period they are receiving benefits under L.T.D.I. Subject to the approval of the Carriers and on the understanding that the employee had such coverage prior to going on L.T.D.I.

21.07 Effective June 1st, 1982 - The Board shall implement a Preventive Maintenance Dental Plan with the same benefits as the existing plan of other non-teaching employees of the Board and based on the 1980 Ontario Dental Association Fee Schedule. The Board shall pay seventy-five per cent (75%) of the applicable premiums.

Effective June 1st, 1984 benefits will be based on the 1983 Ontario Dental Association Fee Schedule.

ARTICLE XXII

Wages

22.01 During the term of this Agreement, the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement.

ARTICLE XXIII

Copies of Agreement

23.01 Copies of this Agreement in booklet form will be issued to all employees within sixty (60) days after it is signed. New employees will be given a copy when they commence their employment. The cost of all copies will be borne equally between the Employer and the Union.

ARTICLE XXIV
Duration and Termination

24.01 This Agreement shall be effective on the 1st day of January, **1984** and remain in force until the 31st day of December, **1984**, and shall continue in force from year to year thereafter unless in any year 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.

During negotiations on any proposed renewal or revision of this Agreement, the Agreement, in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached, or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the date and year first above written.

THE BOARD OF EDUCATION FOR THE CITY OF
NORTH YORK

M. Waese

K. Kinzinger

W. McVittie

W. Wakeham

H. Hamid

T. Elliott

LOCAL UNION 3219, UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA

H. Street

G. Strang

H. Hanratty

F. Furness

G. Miller

J. McMillen

APPENDIX "A"
SALARY SCHEDULE

Trade	Rate Jan. 1, 1984
Insulation Mechanic	\$15.88
Balancing Mechanic.....	18.04
Assistant Balancing Mechanic.....	16.13
Bricklayer.....	16.94
Bricklayer's Labourer	12.47
Carpenter.....	16.53
Electrician	17.46
Electronic Technician	16.22
General Maintenance	13.21
Glazier	15.34
Labourer	12.09
Locksmith	16.53
Millwright	17.56
Painter Decorator.....	14.78
Plasterer.....	16.29
Plumber/Steamfitter	18.04
Pneumatic Control Technician	18.04
Refrigeration Mechanic.....	17.43
Roofers	15.58
Roofer's Assistant	14.27
Sheet Metal Mechanic.....	17.24
Small Motor Mechanic.....	14.28
Spray Painter.....	15.34
Tinsmith	15.90
Welder	18.04

Note 1

Lead Hand

Lead Hands when acting in that capacity will receive sixty-five cents (65¢) per hour effective January 30, 1984. The Lead Hand shall be defined as an employee who has been appointed by the Employer:

- (a) to be responsible for supervising the work program of three or more tradesmen for five (5) consecutive days or more, or
- (b) to act as a temporary Planner/Estimator for five (5) consecutive days or more.
- (c) Where a tradesman is appointed to assist the supervisor due to an increase in staff above the permanent staff as of December 15, 1975. The increase to justify this must be 4 or more men and be justified in the opinion of the Superintendent of Maintenance.
- (d) Where a tradesman is given responsibility for a program of repairs or improvements involving two (2) or more staff.
- (e) Where a tradesman is given the responsibility for inspection and supervision of service contracts.

For the purpose of this clause a paid holiday shall be considered as a day worked.

Note 2

A Lead Hand or Tradesperson who has been appointed to be an Acting Supervisor shall be paid \$1.05 per hour above the Tradesperson's rate for the duration of the time that he is serving in that capacity or \$400.00 whichever is greater, such amounts to be paid annually.

Note 3

Pole Climbers

Permanent Pole Climbers will receive an additional payment of \$354.50 per annum, payable in December of each year. Temporary Pole Climbers, while employed in that capacity, will receive an additional fifteen cents (15¢) per hour.

Note 4

Construction Lead Hand

Lead Hands when acting in this capacity will receive \$1.05 per hour. The Construction Lead Hand shall be defined as an employee who has been appointed by the Employer:

- (a) Where the tradesman is responsible for supervising a construction project where two (2) or more other trade lead hands or sub-contractors are working on the job site.
- (b) The Construction Lead Hand will be paid the above premium for the entire duration of his involvement in the project.

APPENDIX "B"
LETTER OF UNDERSTANDING

The parties to the current Collective Agreement in effect, agree that effective 1 January, 1984 and for the period ending 31 December, 1984 and not automatically extended as part of the Collective Agreement to be negotiated for 1985, to the following arrangements regarding Stand-by duties.

An employee upon specific request from Management to be on Stand-by duties on Saturday, Sunday and Statutory holidays shall receive the following:

- (a) \$78.75 for regular weekend (Saturday and Sunday) plus the regular three hour call-out pay for all calls made during the weekend period.
- (b) \$42.00 for a Statutory holiday, plus the normal three hour call-out pay for calls made on that holiday.

Note:

Stand-by is not the same as an emergency call-out which is not covered by this Letter of Understanding.

Collective Agreement

Between

North York Board of Education

and

United Brotherhood of Carpenters and
Joiners of America
Local 3219

Begins:
01/01/1986

Terminates:
12/31/1987

04712 (01)

Source: board
Employees: 166
Received by:
Date: 10/10/1986

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THIS AGREEMENT s made and entered into this 1st day of January, A.D. , 1986.

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY OF NORTH YORK,
(hereinafter called the "Employer")

OF THE FIRST PART

-- and --

LOCAL 3219, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA (hereinafter called the "Union")

OF THE SECOND PART

ARTICLE I PURPOSE

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE II UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of the employer in the City of North York, employed in its Maintenance Department save and except assistant supervisors. persons above the rank of assistant supervisors, caretakers and office staff.

2.02 The terms and conditions set forth in this agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraphs.

ARTICLE III NO DISCRIMINATION

3.01 The Employer agrees that it will not refuse to employ or to continue to employ any person or to discriminate against any person with regard to employment or any term or condition of employment because of that person's race, creed, colour, nationality, ancestry, or place of origin, and the Union agrees that it will not exclude from membership or expel or suspend any person or member or discriminate against any person or member because of race, creed, colour, nationality, ancestry, or place of origin.

ARTICLE IV UNION SECURITY

4.01 The parties hereto mutually agree that all employees covered by this agreement shall become, thirty days after date of employment, members of the Union and remain members of the Union as a condition of employment during the lifetime of this agreement.

4.02 During the lifetime of this Agreement, the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty (30) days, on the first pay day of each calendar month, whatever sum as may from time to time be authorized by the Union, and shall remit same prior to the end of such month to the financial secretary of the Union. The said sums shall be accepted by the Union as the regular monthly dues of those employees as members of the Union.

4.03 Except as provided by this agreement, the Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

4.04 The Union shall be notified within ten (10) working days of all new employees hired under the terms of the collective agreement, specifying name, department, trade and starting date.

4.05 The Personnel Officer shall inform all new employees upon being hired that they must become and remain a member in good standing of Local 3219 as a condition of employment.

ARTICLE V MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, classify and suspend employees. It is also the right of the Employer to discipline or discharge any employee for just cause, however, a claim by an employee who has acquired seniority that the employee has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.

5.02 The Union further recognizes the right of the Employer to operate and manage its business in all respects. The direction of the working force, the work schedules, the methods and processes used, the right to decide on the number of employees in any category needed by the Employer at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Employer. The Employer also has the right to make, alter and enforce from time to time, reasonable rules and regulations to be observed by the employees but before making or altering any such rules or regulations, the Employer agrees to discuss same with the Union and in no event shall any such rules or regulations be inconsistent with the express provisions of this Agreement.

ARTICLE VI UNION STEWARDS

6.01 The Employer will recognize one Shop Steward for each department, appointed or elected by the maintenance employees. The Employer shall be advised of the names of the Stewards selected and shall be notified of any changes from time to time. The Board recognizes one

- 6.01 (continued) Chief Steward. Persons selected as Stewards shall be regular employees within the Bargaining Unit during their time of office and shall have at least one year's seniority with the Employer.
- 6.02 There shall be no discrimination against the Stewards for carrying out their duties in connection with the operation or administration of the Agreement.
- 6.03 The privilege of stewards to leave their work without loss of pay to attend to Union business is granted on the following conditions:
- (a) The time shall be devoted to the prompt handling of Union business.
 - (b) The stewards concerned shall obtain permission from their Department Supervisor, Superintendent or Personnel Officer before leaving work. Such permission shall not be unreasonably withheld.
 - (c) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- 6.04 An authorized staff representative of the United Brotherhood of Carpenters and Joiners of America, not employed by the Board, who wishes to speak to a local Union representative on the Board's premises about a grievance or other official Union business shall advise the Personnel Officer or designate. The Personnel Officer or designate will arrange such a meeting so as not to interfere unreasonably with operations.

ARTICLE VII GRIEVANCE PROCEDURE

- 7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02 No grievance shall be considered where the grievance is filed more than seven (7) working days after an employee became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise thereto.

7.03 Grievances shall be adjusted and settled as follows:

STEP NO. 1

The aggrieved employee shall present the grievance orally or in writing to the employee's supervisor, assisted by the Steward. **If a settlement** satisfactory to the employee concerned is not reached within two (2) working days (or any other period of time which may be mutually agreed upon), the grievance may be presented as follows at any time within two (2) working days thereafter.

STEP NO. 2

The aggrieved employee and the Steward may present the grievance in writing to the Department Superintendent who shall consider **it in the** presence of the aggrieved employee and the employee's Supervisor. Should no **settlement** satisfactory to the employee concerned be reached within two (2) working days (*or* other such time as may be mutually agreed upon), the next step in the grievance procedure may be taken at any time within two (2) working days thereafter.

STEP NO. 3

The aggrieved employee or the steward may submit the written grievance to the Personnel Officer. At this stage they shall be accompanied by an officer of the Union if requested by either party. If final settlement of the grievance is not completed within seven (7) working days after the submission to the Personnel Officer and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, the grievance shall, at the request of the Union and the grieving employee, or at the request of the

- 7.03 (continued) Employer, be referred to a Board of Arbitration as provided in Article VIII below at any time within twenty-one (21) days after the Personnel Officer has given an answer, but no later.
- 7.04 Any of the time allowances set out in this Article may be extended by mutual written agreement.
- 7.05 The Employer failing to reply to a grievance within the prescribed time limits in any step of the grievance procedure, the grievance may be processed to the next higher step following the expiry of the time limit in question.
- 7.06 If a grievance is not processed to the next higher step or to Arbitration in accordance with the prescribed times, the grievance shall be deemed to be abandoned.
- 7.07 An employee covered by this Agreement who is called to the office to appear before management to be formally interviewed concerning any matter which might reasonably be anticipated to result in the discipline or discharge of the employee shall be accompanied by the steward or member of the Union Executive.
- 7.08 The employee and the Union shall receive a copy of any written warning given to an employee which may lead to disciplinary action. In determining the disciplinary action to be taken against an employee, the Employer will take into consideration the employee's record and the lapse of time since the last disciplinary action.
- 7.09 The Union shall have the right to process a general policy grievance concerning matters involving a substantial number of employees or the employees as a whole and which concern the interpretation or alleged violation of this agreement. All such grievances shall be submitted at Step No. 2 of the grievance procedure within fifteen (15) days after a Steward or any officer of the Union became aware of the occurrence of the circumstances giving rise to the grievance and if it is not

7.09 settled at this stage, it may go to Step No. 3
(continued) of the grievance procedure and ultimately to a Board of Arbitration in the same manner as the grievance of an employee. During the months of July and August, the time limits set forth above shall be extended from fifteen (15) to thirty (30) days.

ARTICLE VIII ARBITRATION

- 8.01 Both parties to this agreement agree that any dispute or grievance relating to the interpretation, application, or administration of this agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that this agreement has been violated, which has been properly carried through all the steps of the grievance procedure outlined in Article VII above, and which has not been settled, will be referred to a Board of Arbitration at the request of the parties hereto.
- 8.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chairman chosen by the other two (2) members of the Board.
- 8.03 Within forty-eight (48) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 8.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree on a third person within seven (7) days of the notification mentioned in 8.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.
- 8.05 The decision of a Board of Arbitration constituted in the above manner shall be binding on both parties.
- 8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.

- 8.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the **Chairman**.
- 8.08 Any grievance concerning the suspension or discharge of an employee may be settled by confirming the Management's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

ARTICLE IX DISCHARGE CASES

- 9.01 In the event of an employee who has attained seniority being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 9.02 A temporary employee who has been discharged from employment and feeling that an injustice has been done may file a grievance, provided that in no event may a temporary employee file a grievance upon termination following completion of the work for which the employee was engaged.
- 9.03 Any such claim of unjust discharge shall be treated as a grievance if a written statement of such grievance is lodged with the employee's Departmental Superintendent within five (5) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step No. 2 will be omitted in such cases.
- 9.04 Such special grievance may be settled by confirming the Management's action in dismissing the employee, or by reinstating the employee in the employee's former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

9.05 An employee who has been dismissed without notice shall have the right to interview a steward for a reasonable period of time before leaving the Employer's premises.

9.06 When an employee covered by this agreement is being recommended for discharge or suspension, two (2) members of the Union Executive must be present at such a meeting, at the request of either party.

ARTICLE X MANAGEMENT GRIEVANCES

10.01 Any grievance instituted by Management may be referred in writing to the Union within three (3) working days of the occurrence of the circumstances giving rise to the grievance, and representatives of the Union shall meet within three (3) working days thereafter with the Personnel Officer to consider the grievance. If final settlement of the grievance is not completed within seven (7) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Article VIII at any time within twenty-one (21) days thereafter but not later.

ARTICLE XI NO STRIKES -- NO LOCKOUTS

11.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE XII HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections are intended to define the normal hours of work.

- 12.02 The regular work week shall consist of forty hours per week comprised of five (5) eight (8) hour days Monday to Friday inclusive. The regular work day shall be between 8:00 am and 4:30 p.m., with a lunch period of one-half hour duration. A relief period of fifteen (15) minutes with pay will be scheduled during each half shift. This starting time may be varied by mutual agreement of the parties.
- 12.03 Overtime at the rate of time and one-half the employee's regular hourly rate shall be paid for all work performed over forty (40) hours per week or over eight (8) hours per day. Double time shall be paid for all time worked on Sundays.
- 12.04 The Employer may, in its discretion, schedule second and third shifts and on such shifts employees shall receive eight (8) hours' pay at the employee's regular hourly rate for seven (7) hours' work.
- 12.05 Any employee called in because of an emergency other than one arising from the employee's own negligence or from something occurring on the employee's shift for which the employee was responsible, will receive a minimum of three (3) hour's pay at time and one-half the employee's regular hourly rate.
- 12.06 Opportunities for overtime worked shall be equitably distributed among those normally performing this work.
- For the purpose of clarity, employees who do not normally use tools during their regular day's work are not entitled to share in the distribution of overtime under this clause where the overtime work involves the use of tools.

ARTICLE XIII SENIORITY

- 13.01 In all cases of promotion (except promotion to positions excluded from the bargaining unit) and in cases of permanent transfers within the Maintenance Department and in all cases of increase in working force, the following factors shall be considered:

- 13.01 (continued) (a) seniority
(b) skill, competence and efficiency.

Where the qualifications in factor (b) are relatively equal in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or unfairly discriminatory manner, factor (a) shall govern. Promotion shall mean advancement of an employee to a job which carries a higher rate of pay.

- 13.02 Job Posting - All vacancies for positions of more than four (4) months' duration and newly created positions shall be posted for five (5) working days on the special bulletin board supplied for union purposes. An employee desiring the position must make application to Management within five (5) working days. A list of successful applicants for such vacancies shall be posted on the special bulletin board showing the starting date and the duration of the appointment.

The Employer agrees to post pursuant to this clause, vacancies for a number of positions for temporary lead hands, that is for vacancies anticipated to be less than four (4) months' duration. Temporary lead hands so selected will then be appointed pursuant to the provisions of clause 13.01 when there is a temporary lead hand vacancy in that employee's trade.

- 13.03 In this agreement, permanent employees are defined as employees within the bargaining unit who are advised that they are employed as permanent employees. All other employees within the bargaining unit shall be temporary employees.

- 13.04 An employee shall be considered probationary for the first six (6) months and shall have no seniority rights during that period. After six (6) months' service the employee's seniority shall date back to the day on which the employee's employment began. Temporary employees shall have no seniority for the purpose of this agreement except as provided under articles 13.05, 13.06, 13.10, 13.11 and 13.12.

- 13.05 Seniority as referred to in this agreement shall be on a craft basis, and separate seniority lists shall be prepared for each trade. Seniority lists to be revised every six (6) months and posted in each department.
- 13.06 In the event of a layoff or recall to work following a layoff in any classification as defined in 13.05 above, and where skill, competence and efficiency are relatively equal seniority shall be the governing factor.
- 13.07 An employee, who is off the pay roll due to layoff, sickness, or accident will continue to accumulate seniority for a period of eighteen (18) months.
- 13.08 Seniority shall terminate when an employee:
- (a) voluntarily quits for any reason.
 - (b) is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement.
 - (c) has been laid off and fails to return to work within five (5) working days after being notified to do so by the Employer, by registered mail to the employee's last known address. A copy of such notice shall be sent to the Union.
 - (d) has been on layoff for a period of more than eighteen (18) consecutive months.
 - (e) is absent from work without leave for more than three (3) consecutive working days, unless there was reasonable Justification for such absence and provided that nothing shall prevent the Employer from granting an extension of such time if the circumstances so warrant.
- 13.09 Temporary Transfers - An employee who substitutes in any department on any job for a minimum of five (5) consecutive working days during the absence of another employee shall receive the rate for the job or the employee's regular straight-time hourly rate, whichever is greater.

- 13.10 Lay-off Notice - In the event of a lay-off due to lack of work, other than for seasonal employees, the Union Committee shall be supplied with a list of employees to be laid off, and the employees so affected shall be given notice of the pending lay-offs, in accordance with the Employment Standards Act.
- 13.11 In appointing permanent employees, preference shall be given to those temporary employees who have been longest with the Board, and temporary employees who have been employed by the Employer shall be given preference in the re-hiring of temporary employees, but in each case the preference will be given subject to the same conditions respecting skill, competence and efficiency as in 13.01 above.
- 13.12 Total length of continuous service by temporary employees becoming permanent employees shall be considered in computing vacations.
- 13.13 Prior to any reduction in the Permanent workforce, the Employer shall meet with the Union to discuss these reductions including the reasons therefore with a view to alleviating the impact of permanent reductions.

ARTICLE XIV RECLASSIFICATION

- 14.01 Reclassification for the purpose of this agreement shall mean any change in an employee's hourly rate of pay other than by a general increase.
- 14.02 The Union shall be notified of any reclassification of any employee within the bargaining unit within five (5) working days of such reclassification.
- 14.03 Prior to the establishment of a new wage category there will be consultation with the Union as to the appropriate hourly rate for the new position. Any new position will be posted according to Article 13.02.

ARTICLE XV SAFETY

- 15.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety in the plant in order to prevent industrial injury.
- 15.02 The Employer agrees to use all required safety devices in the interest of the health and safety of employees.
- 15.03 The Employer and the Union agree to name a safety committee comprising an equal number of Employer and Union representatives. The committee's function will be to promote safety in the plant. It shall make regular inspections of the plant and equipment and hold regular monthly meetings.
- 15.04 The Employer agrees to permit Union Representatives on the Health and Safety Committee or their designates to attend Health and Safety Seminars at the Employers expense, as long as funds permit, not exceeding present practice.
- 15.05 The Employer shall provide for an annual Safety Shoe allowance to a maximum of Sixty Dollars (\$60.00) per employee in 1986 and Sixty-five Dollars (\$65.00) in 1987 for C.S.A approved footwear.

Upon presentation of appropriate receipt, an employee will be paid the amount on the receipt, to a maximum of Sixty Dollars (\$60.00) in 1986 and Sixty-five Dollars (\$65.00) in 1987.

ARTICLE XVI HOLIDAYS

- 16.01 Employees shall be paid for the following holidays if such holidays fall on a regular working day, i.e. Monday to Friday:

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

16.01 and other such days as may be specifically
(continued) declared by Municipal by-law or statute. It
is understood and agreed that whenever any of
the above listed holidays, falls on a Saturday
or Sunday, then the Board shall designate some
other day as a day off with pay.

In addition to the above, all employees shall
receive one (1) additional paid holiday in
each calendar year to be designated in the
Christmas Break period.

Non-operating Days with Pay:

Twelve Month Employees:

June 30, 1986 and January 2, 1987 will be
non-operating days with pay. Any employee
required to work on either or both of these
days to be paid at straight time and be
granted equivalent paid time off at a later
date at a time convenient to the Employer.

16.02 Employee's will be granted an additional day's
vacation for each statutory or declared
holiday as defined in Article XVI above which
falls or is observed within their regular
vacation time.

16.03 All employees covered by this agreement shall
be paid at the rate of double time if required
to work on above listed holidays when they
fall on a regular working day (Monday to
Friday inclusive) and any other holidays
declared by the Board specifically for people
covered by this agreement. This will be in
addition to being paid for the holiday.

16.04 Temporary employees within the bargaining unit
shall be granted such statutory holidays with
pay as are from time to time granted to
permanent employees within the bargaining
unit, provided the employee works the full
scheduled working day both before and after
the said holiday, or can verify absence
because of sickness or illness with a Medical
Certificate.

ARTICLE XVII VACATIONS

- 17.01 All employees covered by this Agreement with less than twelve (12) months' service with the Board as of June the 30th shall be entitled to one (1) day's vacation with pay for each complete calendar month of continuous service prior to June the 30th, with a maximum of ten (10) working days' vacation with pay, provided they were in the employ of the Board on June the 30th.
- 17.02 All employees who have completed one (1) year's service with the Employer in any year shall receive three (3) weeks' vacation with pay at a time convenient to the Employer,
- 17.03 All employees who have completed nine (9) years' service with the Employer in any year shall receive four (4) weeks' vacation with pay at a time convenient to the Employer.
- 17.04 All employees who have completed seventeen (17) years' service with the Employer in any year shall receive five (5) weeks' vacation with pay at a time convenient to the Employer.
- 17.05 1986
- All employees who have completed twenty-eight (28) years' service with the Employer in any year shall receive six (6) weeks' vacation with pay at a time convenient to the Employer; after twenty-seven (27) years', five (5) weeks' and four (4) days'; after twenty-six (26) years', five (5) weeks' and three (3) days'; after twenty-five (25) years', five (5) weeks' and two (2) days'; after twenty-four (24) years', five (5) weeks' and one (1) day.

7.05
continued)

1987

All employees who have **completed** twenty-seven (27) years' service with the Employer in any year shall receive six (6) weeks' vacation with pay at a time convenient to the Employer; after twenty-six (26) years , five (5) weeks' and four (4) days'; after twenty-five (25) years' five (5) weeks' and, three (3) days'; after twenty-four (24) years , five (5) weeks' and **two** (2) days'; after twenty-three (23) years', five (5) weeks' and one (1) day.

7.06

Temporary employees hired before April 1st in any year may be **permitted by** the Employer to take their vacation during the **months** of July and August provided that a sufficient number of employees in the trade affected are available to **perform** the work required.

7.07

Following **completion** of five (5) years of temporary **employment** an **employee** will be entitled to six per cent (6%) vacation pay rather than the statutory four per cent (4%) allowance.

ARTICLE XVIII SICK LEAVE PROVISION

18.01

The Employees' Cumulative Sick Leave Plan, currently in effect, shall be **continued**.

ARTICLE XIX LEAVE OF ABSENCE

19.01

The Board agrees that **where** **permission** has been granted to representatives of the Union to leave their employment temporarily in order to carry **on** negotiations with the **Board**, or with respect to a grievance, they shall suffer no loss of **pay** or sick credits for the time so spent.

- 19.02 Leave of absence without pay and without loss of sick leave credits or seniority shall be granted upon request to the Board to employees elected or appointed to represent the Union at recognized Union conventions. The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Such days will be paid by the Board, and the Union subsequently billed for such amounts of salary and benefits.
- 19.03 The Employer agrees to grant five (5) non-consecutive days leave of absence without pay to six (6) Negotiating Committee members to draw up new contract proposals.
- 19.04 Any employee covered by this Agreement who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, shall be granted leave of absence by the Board, without salary, and without loss of seniority up to a period of one year. This period may be extended, without salary, by the Board, upon application with the understanding that the applicant's seniority will remain at that level which existed at the end of the first year of such absence. In no event can more than two (2) employees be on such leave at any one time.

ARTICLE XX GENERAL

- 20.01 The Employer agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.
- 20.02 All temporary employees will receive an additional thirty-five cents (35¢) per hour effective 26 May 1986 and forty cents (40¢) per hour effective 1 January 1987, in lieu of participation in the Employee Benefit Plans of the Board.

20.03 It shall be a condition of employment for all new employees within the Bargaining Unit, but whether temporary or permanent, hired after January 1, 1976 to possess, where applicable, a Certificate of qualification issued by the Ministry of Labour of the Ontario Government and the Personnel Services department shall forward a copy of such certificate to the Union.

20.04 Employees may, on a written request to the Personnel Officer, review their personal files. Such review must be made in the presence of a member of the Personnel Services Staff at a time mutually arranged between the Personnel Services Department and the employee concerned during normal business hours.

ARTICLE XXI OTHER BENEFITS

21.01 The Contributory Pension Schemes at present in force shall be continued.

21.02 The Group Life Insurance Plan currently in effect shall be continued and the Board agrees to contribute for all permanent employees covered by this Agreement, one hundred per cent (100%) of the first \$25,000 of coverage and seventy-five per cent (75%) of any other amount up to the maximum of \$100,000.

21.03 The Board agrees to continue to contribute for all full-time permanent employees covered by this Agreement, an amount as may be permitted by law of the single or the family premium as the case may be, of the Ontario Health Insurance Plan.

21.04 The Board agrees to continue to contribute for all full-time permanent employees covered by this Agreement such amount as may be permitted by law of the single or the family premium as the case may be of the Blue Cross Extended Health Benefit Plan or equivalent - \$25.00/\$50.00 deductible, including a provision for eye-glasses and hearing-aids, out-of-Province, and out-of-country coverage, as outlined in the Extended Health Benefit Plan pamphlet.

- 21.05 It is understood and agreed that upon the request of the Union, the parties will meet to discuss the Contributory Pension Schemes.
- 21.06 The Long Term Disability Insurance Plan currently in effect providing for seventy per cent (70%) of normal earnings shall be continued. The Board will contribute for employees covered by the Plan seventy-five per cent (75%) of the premium cost. Benefits will be based on the employee's salary as at the date of six months of disability. Employees receiving benefits under the L.T.D.I. plan will have their O.H.I.P. and Extended Health Plan premiums paid for by the Board during the period they are receiving benefits under L.T.D.I., subject to the approval of the Carriers and on the understanding that the employee had such coverage prior to going on L.T.D.I.
- 21.07 The Preventive Maintenance Dental Plan currently in effect shall be continued. The Board shall pay seventy-five per cent (75%) of the applicable premiums.
- Effective 1 July 1986 benefits will be based on the 1985 Ontario Dental Association Fee Schedule.
- Effective 1 January 1987 benefits will be based on the 1986 Ontario Dental Association Fee Schedule.
- 21.08 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age 65 may retain membership in the Group Life, Extended Health Care, Semi-Private and Dental Group Benefit Plans to which an employee belongs at the time of retirement until attaining the age of 65 years. The retired employee must pay the full premium cost on an annual, semi-annual or quarterly basis, at the employee's choice, to maintain the employee's participation and coverage under the group contracts.

ARTICLE XXII WAGES

22.01 During the term of this Agreement, the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which is hereby made a part of this Agreement.

ARTICLE XXIII COPIES OF AGREEMENT

23.01 Copies of this Agreement in booklet form will be issued to all employees within sixty (60) days after it is signed. New employees will be given a copy when they commence their employment. The cost of all copies will be borne equally between the Employer and the Union.

ARTICLE XXIV DURATION AND TERMINATION

24.01 This Agreement shall be effective on the 1st day of January, 1986 and remain in force until the 31st day of December, 1987, and shall continue in force from year to year thereafter unless in any year 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.

During negotiations on any proposed renewal or revision of this Agreement, the Agreement, in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached, or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.

During negotiations on any proposed renewal or revision of this Agreement, the Agreement, in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached, or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.

IN WITNESS WHEREOF each of the parties hereto caused this Agreement to be signed by its duly authorized representatives on of the day and year first above written.

THE BOARD OF EDUCATION FOR
THE CITY OF NORTH YORK

M. WAESE

W. WAKEHAM

K. KINZINGER

H. HAMID

B. FICKERT

T. ELLIOTT

LOCAL UNION 3219, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA

H. STREET

G. DEVLIN

G. STRANG

J. McMILLEN

M. THOMPSON

H. BENNETT

APPENDIX "A"
SALARY SCHEDULE

<u>TRADE</u>	Rate	
	<u>1 January 1986</u>	<u>1 January 1987</u>
Insulation Mechanic	\$ 17.32	\$ 18.08
Balancing Mechanic	19.68	20.55
Assistant Balancing Mechanic ...	17.60	18.37
Bricklayer	18.48	19.29
Bricklayer's Labourer	13.60	14.20
Carpenter	18.03	18.82
Electrician	19.05	19.89
Electronic Technician	17.70	18.48
General Maintenance	14.41	15.04
Glazier	16.74	17.48
Labourer	13.19	13.77
Locksmith	18.03	18.82
Millwright	19.16	20.00
Painter Decorator	16.13	16.84
Plasterer	17.77	18.55
Plumber/Steamfitter	19.68	20.55
Pneumatic Control Technician ...	19.68	20.55
Refrigeration Mechanic	19.01	19.85
Roofers	17.00	17.75
Roofers' Assistant	15.57	16.26
Sheet Metal Mechanic	18.81	19.64
Small Motor Mechanic	15.58	16.27
Spray Painter	16.74	17.48
Tinsmith	17.35	18.11
Welder	19.68	20.55
Student helper	8.35	8.72
Lead Hands	+ .71	+ .74

Wages effective 1 January 1987 may be renegotiated if the Cost of Living in Toronto (1981=100) published by Stats Canada exceeds 6% on a year-over-year basis as at 31 December 1986 and reviewed monthly thereafter.

No other provisions of the Collective Agreement will be open for renegotiation during the term of the Agreement which expires 31 December 1987.

Note 1 LEAD HAND

Lead Hands when acting in that capacity will receive seventy-one cents (71¢) per hour effective 1 January 1986 and seventy-four cents (74¢) per hour effective 1 January 1987. The Lead Hand shall be defined as an employee who has been appointed by the Employer:

- (a) to be responsible for supervising the work program of three or more tradespersons for five (5) consecutive days or more or
- (b) to act as a temporary Planner/Estimator for five (5) consecutive days or more.
- (c) Where a tradesperson is appointed to assist the supervisor due to an increase in staff above the permanent staff as of December 15, 1975. The increase to justify this must be four (4) or more men and be justified in the opinion of the Superintendent of Maintenance.
- (d) Where a tradesperson is given responsibility for a program of repairs or improvements involving two (2) or more staff.
- (e) Where a tradesperson is given the responsibility for inspection and supervision of service contracts.

For the purpose of this clause a paid holiday shall be considered as a day worked. Also, a Lead Hand shall receive the Lead Hand rate for any scheduled vacation which falls within the period of appointment to Lead Hand status.

Note 2 A Lead Hand or Tradesperson who has been appointed to be an Acting Supervisor shall be paid \$1.15 per hour in 1986 and \$1.20 per hour in 1987 above the Tradesperson's rate for the duration of the time that is served in that capacity or \$436.00 (1986) and \$455.00 (1987) whichever is greater, such amounts to be paid annually.

Note 3 POLE CLIMBERS and INSULATION MECHANICS

Permanent Pole Climbers AND Insulation Mechanics will receive an additional payment of \$370.00 per annum in 1986 and \$386.00 per annum in 1987, payable in December of each year. Temporary Pole Climbers, while employed in that capacity, will receive an additional eighteen cents (18¢) per hour in 1986 and nineteen cents (19¢) per hour in 1987.

Note 4 CONSTRUCTION LEAD HAND

Lead Hands when acting in this capacity will receive \$1.15 per hour. The Construction Lead Hand shall be defined as an employee who has been appointed by the Employer:

- (a) Where the tradesperson is responsible for supervising a construction project where two (2) or more other trade lead hands or sub-contractors are working on the job site.
- (b) Construction Lead Hands will be paid the above premium for the entire duration of their involvement in the project.

Note 5 All seasonal employees of the Grounds Department, who have been employed for 5 years shall be reclassified to General Maintenance.

Note 6 STUDENT HELPER

Student Helpers are current students who are not hired before MAY 15 and are not employed after Labour Day. But in no instance shall they be so employed while seasonal or temporary employees in their respective trades are on layoff.

A Student Helper is defined as a Student hired to assist and work under the direction of a licenced tradesperson under this agreement wherever applicable.

LETTER OF UNDERSTANDING

The parties to the current Collective Agreement in effect, agree that effective 1 January, 1986 and for the period ending 31 December, 1987 and not automatically extended as part of the Collective Agreement to be negotiated for 1988, to the following arrangements regarding Stand-by duties.

An employee upon specific request from Management to be on Stand-by duties on Saturday, Sunday and Statutory holidays shall receive the following:

- (a) For regular weekend (Saturday and Sunday) plus the regular three hour call-out pay for all calls made during the weekend period: \$85.92 in 1986 and \$89.70 in 1987
- (b) For a Statutory holiday, plus the normal three hour call-out pay for calls made on that holiday \$45.82 in 1986 and \$47.84 in 1987

NOTE: Stand-by is not the same as an emergency call-out which is not covered by this Letter of Understanding.

LETTER OF INTENT

When requested by the employee's physician, the Board will endeavour through flexible scheduling arrangements to accommodate the gradual return to work on a full time basis of an employee who has been absent from work by reason of accident, injury or illness, other than accident, injury or illness covered by the Workers' Compensation Act.

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