

COLLECTIVE AGREEMENT

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Between

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**THE TORONTO DISTRICT
SCHOOL BOARD**

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and

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**UNIT E
MAINTENANCE &
CONSTRUCTION SKILLED
TRADES COUNCIL**

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September 1, 2008 to August 31, 2012

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PREAMBLE

The parties to this Agreement understand and acknowledge that the Facility Services Department is committed to the planning and provision of safe, clean and healthy learning and working environments for our students, staff and the community in all Toronto District School Board (TDSB) facilities.

The Facility Services Department Values

- *The health and safety of all who visit TDSB facilities, including students, staff, trustees, and the community-at-large;*
- *The efficient and effective use of all TDSB facilities, and the resources needed to renew and/or maintain them;*
- *The commitment, diversity, contribution, and skills of its employees;*
- *Enhancing the flexibility of TDSB facilities to foster their use by the communities in which they reside;*
- *Taking a pro-active and responsive approach to meeting the changing needs of our students, staff and communities;*
- *Continuous improvement in staff development, work processes, and service delivery;*
- *The importance of all staff treating each other with fairness and mutual respect;*
- *Service excellence and “putting students first”*

Preamble for Memorandum of Settlement of February 27, 1998 and Memorandum of Agreement of May 22, 1998:

Whereas: *the former Metropolitan Toronto School Boards had various methods of operation for Maintenance and Construction work,*

Whereas: *certification applications were filed by trades unions under the Construction Section of the Ontario Labour Relations Act,*

Whereas: *the trades union agreed to form one industrial bargaining unit at the Toronto District School Board for all skilled trades employees,*

Whereas: *bargaining rights were transferred to the newly formed Maintenance and Construction Skilled Trades Council by the unions who previously held rights for those employees,*

Whereas: *the Toronto District School Board, the Maintenance and Construction Skilled Trades Council and the former bargaining agents (as listed on the February 27, 1998 Memorandum of Settlement) reached an agreement with regard to the jurisdiction of work, classifications included in the Council and contracting out language as set out in the Memorandum of Settlement signed on February 27, 1998,*

Whereas: *subsequently, the Toronto District School Board, Maintenance and Construction Skilled Trades Council (including former bargaining agents) and the Canadian Union of Public Employees Local 4400 reached an agreement with regard to the jurisdiction of work, classifications to be included in the Council and those to be included in CUPE 4400 as set out in the Memorandum of Settlement signed on May 22, 1998, and*

Whereas: *the Ontario Labour Relations Board on June 5, 1998 certified the Maintenance and Construction Skilled Trades Council as the bargaining agent for all skilled trades employees as well as the employees formerly included in the United Steelworkers of America and the Labourers' Local 506 (of the former Toronto Board of Education) based on the February 27, 1998 and May 22, 1998 Agreements,*

Therefore: *the parties agree that the February 27, 1998 Memorandum of Settlement and the May 22, 1998 Memorandum of Agreement be appended to this Collective Agreement (Appendix E and Appendix F respectively) for reference and where there is a conflict, the Collective Agreement language shall prevail.*

SECTION 1 - GENERAL PROVISIONS

ARTICLE 1.1 - PURPOSE

- 1.1.1 It is the purpose of this Agreement:
- a) to establish and maintain mutually satisfactory relations between the Employer and the Union;
 - b) to set forth the terms and conditions of employment for Employees in the Union;
 - c) to provide prompt and equitable disposition of grievances;
 - d) to encourage efficiency in operations;
 - e) to promote a co-operative and harmonious relationship between the Employer and its Employees.

ARTICLE 1.2 - DEFINITIONS

- 1.2.1 "Apprentice" means an Employee who is enrolled in and subject to the duly certified Apprenticeship Program in accordance with the appropriate legislation.
- 1.2.2 "Construction" means any work at any project or job in any of the Employer's buildings or on any of its property in the City of Toronto involving constructing, altering, decorating, repairing or demolishing buildings, structures, roads, sewers, water or gas mains or other works at the site.
- 1.2.3 "Employee" or "Employees" in this Agreement, unless clearly specified as otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article 1.3 - Recognition.
- 1.2.4 "Employer" means the Toronto District School Board (TDSB).
- 1.2.5 "Fiscal Year" means the year September to August.
- 1.2.6 "Maintenance" means any work at any project or job in any of the Employer's buildings or on any of its property in the City of Toronto to sustain, maintain or preserve any existing building or building component, structure, equipment; machinery or tools to enable it to operate efficiently or attain its performance expectation.
- 1.2.7 "Permanent Employee" means an Employee who has been advised in writing by the Employer that he/she is a Permanent Employee.
- 1.2.8 "Predecessor Board" means: The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.

- 1.2.9 "Summer Student" means a student employed to do work of the bargaining unit with and/or under the direction of a member or members of the MCSTC. Summer Students shall only be employed from May 1 to Labour Day.
- 1.2.10 "Temporary Employee" means an Employee who has not been advised by the Employer that he/she is a Permanent Employee.
- 1.2.11 "Union" means The Maintenance and Construction Skilled Trades Council (MCSTC).

ARTICLE 1.3 - RECOGNITION

- 1.3.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees employed, (including students employed during the summer vacation period) by the Toronto District School Board to carry out maintenance and construction functions, at any project or job in any of the Board's buildings or on any of its property in the City of Toronto, save and except forepersons, supervisors, and assistant supervisors (other than the Assistant Trade Supervisor in the former City of Toronto Board of Education and Acting Trade Supervisors of the former North York Board of Education), persons above those ranks, and any Employees covered by another bargaining unit.
- 1.3.2 For the purpose of clarity, in the description of the bargaining unit, the Employees in the job classifications in Attachment #2 of Appendix F (former Group E) attached to the Collective Agreement are all deemed to be skilled trades Employees who shall be included in this Bargaining Unit. This Unit shall include the trade jurisdictions of the construction unions affiliated with the MCSTC as set forth in their respective provincial (ICI) collective agreements and for the IBEW the trade/work jurisdiction in the provincial Principal Agreement.
- 1.3.3 **Summer Students**
- a) Summer Students shall not be employed while Employees on Seniority List A or B are on lay off in their respective trades.
 - b) The rate of pay for Summer Students – Grounds shall be as set out in Appendix B – Wages. The rate of pay for Summer Students – Construction shall be as set out in Appendix B – Wages.
 - c) Beginning in 2006 and thereafter, the Employer and the Union will establish annually the hourly rates of pay for Summer Students - Construction. The first year rate shall be 40% of the average ICI base rate and the rate for successive years will be 10% greater than the first year rate.
 - d) The Co-op Student rate of pay shall be as set out in Appendix B – Wages and amended annually so that the rate equates to 40% of an average of the ICI base rates and established annually. Co-op students

are not to do MCSTC bargaining unit work, unless agreed to by the Union. They are permitted to do job shadowing without pay with members of MCSTC.

1.3.4 **Apprentices**

- a) Unless otherwise agreed between the Employer and the Union, Apprentices will be considered as Temporary Employees and paid the appropriate ICI rates of pay in accordance with their term of apprenticeship.
- b) The ratio of apprentices to journeypersons will be 1:4.
- c) The Employer and the Union will meet within six (6) months to review apprenticeship training programs.
- d) In the determination of assignments set out in #2 of Appendix F, the work duties set out in Appendix F, Attachment #1, will be considered as appropriate work for pre-apprenticeship candidates and first year apprentices for entry level trade work.
- e) Unless otherwise stipulated by the Ministry of Labour, apprentices will be required to serve a probationary period of six (6) months of successful performance, after which the Employer will assume responsibility for the apprentice contract. When the Employer determines that performance is not successful, the Employer shall report to the Joint Apprenticeship Committee.
- f) Upon completion of the required Apprenticeship hours, Employees will have a two (2) month period to obtain the Certificate of Qualification.
- g) As position status from Apprentice to Journeyperson will change, the List B Seniority Date earned as an Apprentice will be suspended.
- h) The names of the new Journeypersons will be brought forward to the Apprenticeship Committee for review and recommendation for future employment with Employer.
- i) If the services of the Temporary Employee Journeyperson are not required, the Employer will provide notice of layoff in accordance with the Employment Standards Act.
- j) If the services of the Temporary Employee Journeyperson are required and the Employee is recommended to continue employment, he/she will be reappointed as a Temporary Employee Journeyperson and will begin a six (6) month probationary period in the new job classification.
- k) Upon successful completion of the six (6) month probationary period as a Temporary Employee Journeyperson, the List B seniority date will be

the date of hire as an Apprentice, provided that there has been no break in service.

- l) Training time away from the Employer's worksites required to complete the apprenticeship and done under the direction of the joint Apprenticeship and Training Committee will not be considered a break in service.
- m) The requirements above will also apply to List A Apprentices. Such Apprentices who become Temporary Employee Journeypersons under k) above will be placed on List B.

ARTICLE 1.4 - MANAGEMENT RIGHTS

1.4.1 The Union recognizes that it is the right of the Employer to exercise the generally-recognized regular and customary functions of management and to direct its working forces. The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the Collective Agreement.

ARTICLE 1.5 - UNION SECURITY

See also Article 3.12.1c)

1.5.1 The Employer shall deduct dues from the wages of each Employee to whom any pay is due in that pay period. The Union will notify the Employer in writing of the amount of such dues from time to time.

- a) The amounts so deducted shall be forwarded to the Union not later than the fifteenth (15th) day of the month following the month in which the deduction was made and shall be accompanied by a list of Employees from whose wages deductions have been made.
- b) The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any forms of liability as a result of such deductions authorized by the Union.

1.5.2 All Employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union. New Employees of the Employer covered by this Agreement who are not already members of the Union, shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.

- a) Notwithstanding anything contained in clause 1.5.2 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.

1.5.3 The Employer shall show the total amount of Union dues paid during the previous calendar year on the T4 slip of each Employee.

- 1.5.4 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- a) In addition, the Employer agrees to provide a Union representative an opportunity to meet with new Employees within the first three (3) weeks of employment to acquaint the new Employee with the duties, responsibilities and rights of Union membership.

ARTICLE 1.6 -CONTRACTING OUT

- 1.6.1 The Employer shall not directly or indirectly contract, subcontract, sublet or otherwise transfer any construction and/or maintenance work covered by or falling under the jurisdiction of this Collective Agreement to any contractor who is not a party to or bound by a collective agreement with the Union in the form attached hereto as Appendix A, which the Union will not refuse to enter into except on reasonable and proper grounds, and the applicable Provincial/Principal Agreements binding on the affiliated trade unions of the Union covering the said work, save and except for contracts for the following construction work which shall be subject only to the applicable City of Toronto Fair Wage schedules for construction in the ICI sector:
- a) new or replacement schools or buildings or additions to existing schools or buildings of more than five hundred (500) square feet floor area, including directly related changes and including any warranty work done by a Contractor, related to such work, not requiring a contract;
 - b) extensive changes to existing schools or buildings which are no longer adequate to meet program requirements and/or require substantial upgrading/replacement of building elements/systems and including any warranty work done by a Contractor, related to such work, not requiring a contract;
 - c) all warranty/guarantee work on equipment provided for under any contract between the Employer and an equipment manufacturer or vendor;
 - d) all work performed in connection with the non-asterisked tasks described in Attachment #1 of Appendix F attached hereto.
- 1.6.2 Effective January 1, 2010 and bi-annually thereafter, the threshold for 1.6.1.b) above will be reviewed by the Employer and the Union and shall be adjusted in accordance with the Construction Indices for Institutional Buildings in Toronto as published by Statistics Canada.
- 1.6.3 Notwithstanding Article 1.6.1, the restrictions on contracting out in this Article do not apply to the work listed in Appendix J. The Union and the Employer shall meet annually to review the list and consider either party's requests for additions and/or deletions.

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- 1.6.4 Notwithstanding the foregoing, the Employer shall be entitled to contract directly or indirectly, subcontract, sublet or otherwise transfer any construction work (not maintenance work) covered by or falling under the jurisdiction of this Collective Agreement to any contractor listed on Appendix D for construction work to be performed in the schools listed in Appendix D who is party to or bound by this Collective Agreement with the Union but who shall not be required to be a party to or bound by the above-noted Provincial/Principal Agreements.
- 1.6.5 For the purpose of this Agreement and Appendix A, the parties shall designate two representatives to meet to attempt to resolve any dispute which may arise over whether certain work is maintenance or construction work. Failing resolution of such dispute, either party may refer the matter to binding arbitration under the provisions of this Agreement.
- 1.6.6 The Employer may satisfy its obligation to contract work, covered by or falling under the jurisdiction of this Collective Agreement, only to contractors who are party to or bound by a collective agreement with the Union in the form attached hereto as Appendix A, by contracting such work to contractors who are bound by the applicable Provincial/Principal Agreements binding on the affiliated trade unions of the Union and by requiring contractors to execute an appropriate tender document, work order, or other contract with the Employer containing the Labour Requirements attached hereto as Appendix X. The right and status of the Union to file a claim against any contractor for breach of the Requirements set forth in Appendix X shall be without prejudice to the Union's right to file a grievance against the Employer in the event of a breach of any of the contracting out provisions, including a claim that a contractor has breached Appendix X.
- 1.6.7 Where the Union makes a claim against a contractor under Appendix X and following the meeting of the three representatives under Appendix X and the Employer agrees with the Union's claim and the claim is \$2,000 or less, the Employer will pay the claim and if necessary, proceed against the contractor.

ARTICLE 1.7 -RELATIONSHIP

- 1.7.1 There shall be no discrimination by the Board, the Union or any of its members against any Employee because of membership or non-membership in any lawful Union.
- 1.7.2 There shall be no solicitation of membership in the Union organization, or collection of Union monies, or any Union activity that interrupts the work of an Employee in the workplace during the hours of employment or on any premises of the Employer, except as hereinafter expressly permitted by this Agreement or with the permission of the person designated by the Employer.
- 1.7.3 Both the Employer and the Union agree there shall be no discrimination against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital

status, family status or handicap in accordance with the Human Rights Code, RSO 1990, as amended from time to time.

- a) Any alleged violation may be dealt with pursuant to the procedures in the Code, and/or the grievance and arbitration provisions of this Agreement. Where an alleged harasser is the person who would normally deal with the initial step of the grievance procedure, the grievance will automatically be sent forward to the next step.
- 1.7.4 The Employer shall grant a permit, in accordance with the Board's Permit Policy, for use of its facilities and premises to allow for purposes of Union meetings without permit fee and without additional costs to the Employer.
 - 1.7.5 The Employer will provide bulletin board space for the posting of Union notices, provided all such notices are signed by a responsible officer of the Union and have first been submitted to the person designated by the Employer for approval. Approval shall not be unreasonably withheld.
 - a) It is understood that, notwithstanding the above, approval will not be required from the Employer for the posting of Union notices of general or executive meetings and social events which are not contrary to Board policy and/or the Collective Agreement.
 - 1.7.6 All correspondence from the Employer to the Union arising out of this Agreement or incidental thereto shall be forwarded to the President of the Union. The Union shall advise the Employer in writing of the name and address of the President of the Union and of any changes from time to time.
 - 1.7.7 All correspondence from the Union to the Employer arising out of this Agreement or incidental thereto shall be forwarded to the person designated by the Employer. The Employer shall advise the Union in writing of the name and address of the person designated by the Employer and of any changes from time to time.
 - 1.7.8 Union representatives are entitled to distribute Union literature through use of the Employer's courier system to all members of the Union. Mailings shall be batched by location before being put in the Employer's courier system by the Union.
 - 1.7.9 The Employer shall provide one (1) copy for each Region of newly approved Board policies to the Union.
 - 1.7.10 The Employer shall provide one (1) copy for each Region of the Board's public session Agendas and public session Minutes to the Union.
 - 1.7.11 Upon written request by the Union, the Employer will provide a copy of the insured Employee Benefit Plans.

ARTICLE 1.8 - DISCIPLINE AND DISCHARGE

- 1.8.1 No Employee shall be discharged or disciplined without just cause.
- 1.8.2 Any Employee covered by this Collective Agreement called to appear before Management to a specific meeting where discipline may be imposed shall have the right to have one (1) Union representative present. The Union shall also have the right to have the President or designate attend the meeting.
- a) In any meeting with the Employee that may lead to dismissal, the President of the Union or designate shall also be invited to attend.
 - b) In any meeting with an Employee at which allegations against the Employee are to be discussed and where such allegations could lead to suspension or dismissal, the President of the Union or designate shall be provided with disclosure of the nature of the allegations and the known facts prior to the meeting.
 - c) The Employee shall be given written notification of any decision to discharge or discipline and such written notification shall include reasons for the Employer's decision. The President of the Union shall be given a copy of such notification.
 - d) Employee Services may be present at any meeting under Article 1.8.2.
- 1.8.3 An Employee who has been dismissed without notice shall have the right to meet with a steward for a reasonable period of time before leaving the Employer's premises.

ARTICLE 1.9 - GRIEVANCE PROCEDURE

- 1.9.1 Should a dispute arise between the Employer and an 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, an earnest effort shall be made to settle the dispute in the manner as described in this Article.
- 1.9.2 It is the mutual desire of the parties that the complaints of Employees shall be resolved as quickly as possible. It is understood that an Employee has no grievance until he/she has first given his/her appropriate Supervisor the opportunity of resolving his/her complaint. The Employee may request the assistance of a Union representative. If an Employee has a complaint he/she shall discuss it with his/her appropriate Supervisor within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give his/her response to this complainant within seven (7) working days following this discussion.
- 1.9.3 Any dispute that arises under Appendix X, #4, shall be considered as a Step 1 Grievance under this Article and shall be filed with the appropriate Manager.

The Union shall advise Employee Services of any dispute filed under Appendix X, #4, as well as confirmation when resolution is reached.

1.9.4 Step 1

- a) In the event that the Supervisor is the Manager of the function/location, the grievance may proceed to Step 2 with the agreement of the parties.
- b) If the reply of the Supervisor is not satisfactory to the Employee concerned, then it may be taken up as a grievance within seven (7) working days of the response of the Supervisor and referred to the Manager of the appropriate function/location or designate. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon, and shall be dated and signed by the Employee and/or Union representative. The Manager of the appropriate function/location or designate, will hold a meeting with the grievor and up to four (4) Union representatives within ten (10) working days of receipt of the grievance. The Manager of the appropriate function/location or designate may request the attendance at the meeting of any other person(s). The Manager of the appropriate function/location or designate shall give his/her response to the grievor in writing within ten (10) working days following the meeting.

1.9.5 Step 2

- a) Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to Employee Services within seven (7) working days of the written response in Step 1. Employee Services will arrange a meeting with management representatives and up to four (4) Union representatives within ten (10) working days of receipt of the grievance and name a chair. The Manager of the appropriate function or designate may request the attendance at the meeting of any other person(s). The grievor may attend such meeting. A response will be given to the Union in writing within ten (10) working days following the meeting.
- b) If Employee Services is unable to arrange a meeting at Step 2 within the stipulated timelines, or if there is no mutual agreement between the Employer and the Union to extend the timelines, the matter will be automatically referred to Step 3.

1.9.6 Step 3

- a) Failing satisfactory resolution of the grievance at Step 2, within seven (7) working days, the Union may refer the grievance to Employee Services for Step 3. The Union shall provide the names of the Union's three (3) representatives. Within seven (7) working days of receiving the Step 3 referral, the Employer shall advise the Union of the names of the three (3) Employer representatives. The six (6) representatives shall form the Committee who will hear the grievance.

- (i) 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.
- b) 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.
 - (i) This Committee so appointed shall endeavour to reach a mutually satisfactory settlement. A unanimous decision of the Committee shall be final and binding on both parties.
 - (ii) The Committee shall also consider any further resolution in response to failure to meet timelines.

1.9.7 **Arbitration**

- a) Failing satisfactory resolution of the grievance at Step 3, the Union may refer the grievance to arbitration, as provided for below, at any time within twenty-one (21) working days of the date of the Committee's failure to reach settlement.
 - (i) Such referral shall be made in writing to the person designated by the Employer.
- b) The matter will be referred to a single arbitrator. The parties must agree on the person to be appointed as the Arbitrator. If the parties are unable to agree on the appointment of the arbitrator, the matter may be referred to an Arbitration Board in accordance with clause 1.9.7 c) The parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible.
- c) If both parties agree, or if a single arbitrator cannot be agreed upon, the matter will be referred to a Board of Arbitration. 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 Chair chosen by the other two (2) members of the Board. If they are unable to agree on the appointment of a Chair, either nominee may request the Minister of Labour to make such an appointment.
- d) No person may act as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance except where both parties are agreeable to mediation by the arbitrator or arbitration board.
- e) No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the parties. This does not preclude either party from proceeding to expedited arbitration under the Ontario Labour Relations Act.
- f) The arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

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- g) The decision of the board of arbitration or sole arbitrator shall be final and binding. A majority decision of a board of arbitration shall be final and binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.
 - h) Each party shall bear the expense of its own nominee and the parties will share equally the expenses of the single arbitrator or the Chair of the arbitration board. Each party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the party calling the witness.
- 1.9.8 Where a number of Employees have the same grievance and each Employee would be entitled to grieve separately, the Union may present a group grievance in writing, within twenty (20) working days after the day on which the circumstances giving rise to the complaint occurred or ought to have reasonably come to the attention of the Employees, signed by each Employee and/or Union representative, to the person designated by the Employer. The grievance shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon. The grievance shall then be treated as being initiated at Step 2 under this Article and the applicable provisions of this Agreement shall apply with respect to the treatment of such grievance.
- 1.9.9 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement which could not be grieved as an individual grievance under clause 1.9.2, or a group grievance under clause 1.9.8, the Union shall have the right to file such a policy grievance within twenty (20) working days after a Union steward or any officer of the Union became aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon.
- a) Nothing in this Article shall preclude the Union from filing a Group Grievance and a Policy Grievance together.
- 1.9.10 A claim by an Employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within twenty (20) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.
- a) A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
 - (i) confirming the Employer's action: or
 - (ii) such other arrangement as is acceptable to the parties or as is determined to be just and equitable by the arbitrator or arbitration board pursuant to the provisions of the Ontario Labour Relations Act.

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- 1.9.11 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.
- 1.9.12 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.
- 1.9.13 No adjustment under the Grievance or Arbitration Procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this Article.
- 1.9.14 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance, identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two (2) representatives of the Union shall meet with the Executive Officer – Employee Services or designate and other Employer representatives, as required within ten (10) working days after receipt of 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 either party to arbitration as provided in this Article.
- 1.9.15 At any stage of the 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 Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 1.9.16 The Employer will provide the necessary facilities for all grievance meetings. Should the Chair of the Arbitration Board agree, the Employer will provide the facilities for the Arbitration hearing, if space is available.

ARTICLE 1.10 - NO CESSATION OF WORK

- 1.10.1 The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.

ARTICLE 1.11 - REPRESENTATION

1.11.1 Labour Management Committee

- a) A Labour Management Committee shall be established to discuss matters of mutual interest to the Union and the Employer. The

Committee will not discuss matters that are currently part of negotiations or which are the subject of formal grievances under the Grievance Procedure.

- (i) The Committee shall be comprised of Employer representatives and representatives who are members of the bargaining unit and/or Union Executive Officers, to a maximum of ten (10) from each party. At the beginning of each school year, the Co-Chairs will designate the membership of the committee for each of the alternate cycles set out in (iii) below.
- (ii) Meetings will be held at mutually agreed upon times with a minimum of ten (10) meetings per calendar year.
- (iii) The Committee will be co-chaired by a representative of the Employer and a representative of the Union. On alternate months, the Employer's Co-Chair will be a representative of Facility Services and the agenda items will reflect topics of interest related to Facility Services. On other occasions, the Employer's Co-Chair will be a representative of Employee Services and the agenda items will reflect mutually-agreed topics of interest. Co-Chairs will ensure that the appropriate representatives are present at designated meetings.
- (iv) The Co-Chairs will set the agenda of the meeting in advance and the Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

1.11.2 Minutes of each meeting of the Committee shall be prepared by the Employer and one (1) copy per Region provided to the Union, one (1) week prior to the next Committee meeting.

ARTICLE 1.12 - JURISDICTIONAL DISPUTES

1.12.1 The parties acknowledge that from time to time, disputes may arise with respect to jurisdiction between trades such as might arise from the application of Appendix X. Jurisdictional disputes arising at any project in any of the Employer's buildings or on any of its property in the City of Toronto as a result of a work assignment made by the Employer or any of its contractors shall be referred to a joint resolution committee consisting of representation identified by the President of the Union or his designate and senior management from the Facility Services Construction Department. This process is not intended for utilization in jurisdictional issues with other employee groups beyond skilled trades and would only apply to skilled trades work described in Article 1.3.

1.12.2 The joint resolution committee shall proceed as soon as practicable to enquire into the dispute so that work will continue and, on the basis of

the facts, render its decision. The majority or unanimous decision of the joint committee shall be final and binding on all affected parties.

ARTICLE 1.13 - DURATION AND TERMINATION

1.13.1 The term of this Collective Agreement shall commence on September 1, 2008 and shall expire on August 31, 2012. Amendments to this Agreement may be made by mutual agreement of the parties.

1.13.2 This Collective Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.

SECTION 2 - WAGES

ARTICLE 2.1 - SHIFT PREMIUM

2.1.1 Employees working on the afternoon shift shall be paid one and one seventh (1-1/7) times the base rate of pay. An Employee shall be given 48 hours notice of any shift change.

ARTICLE 2.2 - OVERTIME

2.2.1 Overtime for all Employees shall be paid at a rate of:

- a) double times the regular rate of pay for all work authorized to be performed:
 - (i) all overtime after the three (3) hours (noted in clause 2.2.1 b) (i) below) and on Saturdays and Sundays;
 - (ii) on holidays as defined in Article 4.7, in addition to the regular holiday pay

- b) one and one-half times the regular rate of pay for all work authorized to be performed:
 - (i) when the Employer requires an Employee to work beyond a regular shift, for the first three (3) hours of work Monday to Friday inclusive.

2.2.2 An Employee shall receive a minimum of three (3) hours' pay at the double time rate:

- a) for work authorized to be performed on a statutory or legal holiday as defined in Article 4.7 or on Saturday or Sunday.

- b) for a call-in because of an emergency or surveillance call.

2.2.3 If overtime in excess of two (2) hours is worked, a fifteen (15)- minute paid rest period will be provided within the two (2) hour period.

2.2.4 Employees on Seniority List A and List B may choose to receive time off work with pay in lieu of receiving overtime payment, subject to the following:

- a) the lieu time shall be determined by dividing the amount of overtime pay the Employee would have received, had she/he elected to receive overtime pay, by the Employee's hourly rate of pay as stated in Appendix B (Wages).
 - (i) The maximum number of hours that may be accumulated at any time in accordance with this Article is seventy-five (75).

 - (ii) Notwithstanding (i) above, this maximum may be pierced on an individual basis with the prior permission of the Executive Officer provided that work assignments can be completed.

- (iii) Time off will be taken at a time mutually agreeable to the Employer and the Employee, except that Employees being laid off or whose employment is terminated shall receive a cash payment for accumulated overtime credits due at the time of lay-off.
 - (iv) Any Employee who changes assignments will be allowed to carry over his/her lieu time.
- 2.2.5 Opportunities for overtime assignments shall be distributed as equitably as possible among the Employees who normally perform the work. The Employer shall keep up-to-date records of the opportunity for overtime and shall post such records on a monthly basis.
- 2.2.6 Employees may volunteer to be on a call-out list for overtime. The supervisors will give the Employees working in their area first opportunity to work overtime. The supervisors will maintain up-to-date lists of phone numbers of the Employees working in their areas.

ARTICLE 2.3 - WAGES

- 2.3.1 Wages shall be paid bi-weekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union. Permanent Employees working regularly scheduled hours will be paid on an up-to-date basis except where an Employee's hours (or additional/overtime hours) are recorded by time card.
- a) In the event of an error in regular pay being made by the Employer in the amount of greater than one (1) day's pay, correction will be made within three (3) working days after notification has been received from the Employee.
 - b) Wages for Permanent Staff shall be paid in accordance with the schedule of wages shown in Appendix B.
- 2.3.2 No overpayment or underpayment shall be recoverable for a period of more than twelve (12) months from the date of the overpayment or underpayment unless the inaccuracy occurred as a result of fraud or misrepresentation.
- 2.3.3 In any cases of overpayment, the Employer shall first attempt to reach agreement with the Employee on a schedule of repayment.

ARTICLE 2.4 - RATES OF PAY

- 2.4.1 **Electronic Technician 1** – Employees who are certified Electricians or who possess certification from an Institute of Technology and are eligible for registration as an Engineering Technologist (OACETT) or equivalent and have

completed a course (acceptable to the Fire Marshall) and are certified to perform annual alarm inspection/testing/repair, shall be paid the Electrician's rate as set out in Appendix B.

2.4.2 **Electronic Technician 2** – Employees who do not possess the certifications required to be an Electronic Technician 1 (above) shall be paid as set out in Appendix B.

2.4.3 Premium rates:

a) **Lead Hand rate:** Where there are three (3) or more Employees of one (1) trade working in a group without direct supervision and when direct supervision is required, one (1) of the Employees in the group will be designated as a Lead Hand by the Employer.

Premium Rate of Pay effective September 1, 2008: \$1.44/hour

Premium Rate of Pay effective September 1, 2009: \$1.48/hour

Premium Rate of Pay effective September 1, 2010: \$1.52/hour

Premium Rate of Pay effective September 1, 2011: \$1.57/hour

b) **Construction Lead Hand rate:** A Construction Lead Hand will be designated as the Competent Person leading a multi-trade Construction group on a project that has a Building Permit assigned.

Premium Rate of Pay effective September 1, 2008: \$1.80/hour

Premium Rate of Pay effective September 1, 2009: \$1.85/hour

Premium Rate of Pay effective September 1, 2010: \$1.91/hour

Premium Rate of Pay effective September 1, 2011: \$1.97/hour

c) **Acting Supervisor:** Where an Employee is appointed to replace a Supervisor, a responsibility allowance will be paid for the entire period the Employee is replacing such Supervisor. The Employee will be expected to assume the full duties of the Supervisor except he/she will not be required to administer discipline.

Premium Rate of Pay effective September 1, 2008: \$2.83/hour

Premium Rate of Pay effective September 1, 2009: \$2.91/hour

Premium Rate of Pay effective September 1, 2010: \$3.00/hour

Premium Rate of Pay effective September 1, 2011: \$3.09/hour

d) **Program Lead Hand:** A Program Lead Hand will report to a Project Supervisor, be responsible for the scheduling and implementation of construction program(s) and/or projects and the co-ordination of a multi-trade construction group, including the supervision of Construction Lead Hands, Lead Hands and other tradespersons, and their duties include estimating. Program Lead Hands will not be required to administer discipline.

Premium Rate of Pay effective September 1, 2008: \$2.83/hour

Premium Rate of Pay effective September 1, 2009: \$2.91/hour

Premium Rate of Pay effective September 1, 2010: \$3.00/hour

Premium Rate of Pay effective September 1, 2011: \$3.09/hour

- e) **Team Leader Assistant:** Team Leader Assistants will report to Team Leaders and provide support in the daily operation of regional activities. Team Leader Assistants will not be required to administer discipline.
Premium Rate of Pay effective September 1, 2008: \$2.01/hour
Premium Rate of Pay effective September 1, 2009: \$2.07/hour
Premium Rate of Pay effective September 1, 2010: \$2.13/hour
Premium Rate of Pay effective September 1, 2011: \$2.19/hour

ARTICLE 2.5 - PREMIUM RATES

2.5.1 There shall be no pyramiding of premium rates.

ARTICLE 2.6 - TOOL ALLOWANCE

2.6.1 All Permanent active Employees in the following classifications shall receive a tool allowance of \$155.00 per Fiscal Year:

Carpenter; Door Closer Mechanic, Locksmith; Millwright; Small Motor/Engine Mechanic; Sheetmetal Worker; HVAC Mechanic; Balancing Mechanic; Combustion Mechanic; Insulation Mechanic; Plumber/Steamfitter; Pneumatic Control Mechanic; Boilermaker; Welder, Electrician; Electronic Technician 1 and 2; Sprinkler Fitter, Assistant Service Mechanic and Preventative Motor Maintenance

Effective September 1, 2009, this tool allowance shall be increased to \$175.00 per Fiscal Year.

2.6.2 Permanent active Employees in all other classifications shall receive a tool allowance of \$50.00 per Fiscal Year. Effective September 1, 2009, this tool allowance shall be increased to \$60.00 per Fiscal Year.

ARTICLE 2.7 - TRAVEL ALLOWANCE

2.7.1 a) If an Employee is required to use his/her own personal vehicle for Employer business and carry Employer tools and equipment on an ongoing basis, such Employee shall be paid the equivalent of a monthly allowance remitted according to the pay schedule. The rate shall be:

Effective September 1, 2008:	\$278.10
Effective September 1, 2009:	\$300.00
Effective September 1, 2010:	\$300.00
Effective September 1, 2011:	\$305.00

b) All other incidental use of personal vehicles of other personnel will be paid at the rate per kilometre as designated by the Employer.

SECTION 3 - WORKING CONDITIONS

ARTICLE 3.1 - HOURS OF WORK

- 3.1.1 a) The normal work week shall be thirty-seven and one-half (37-1/2) hours.
- b) The first shift shall commence between the hours of 6:00 a.m. and 8:00 a.m.
- c) The afternoon shift shall commence between the hours of 2:00 p.m. and 5:00 p.m.
- d) The starting times noted in 3.1.1 b) and 3.1.1 c) may be changed when mutually agreed to by the Union and the Employer.
- 3.1.2 a) The afternoon shift will consist of four (4) regular, nine (9)-hour days. The total hours of work per week shall be thirty-six (36).
- b) The normal scheduled day off on the afternoon shift will be Fridays; however, the Employer reserves the right to change the scheduled day off as necessary, in consultation with the Union.
- c) The shift premium rate of pay shall apply to the afternoon shift, in accordance with Article 2.1 - Shift Premium.
- d) Article 2.2 - Overtime, shall not apply to the afternoon shift. Thereafter, (i.e. after working the nine (9) hours) overtime will apply in accordance with the Collective Agreement, Article 2.2 -Overtime.
- e) The start and finish times will be as set out by the Project Supervisor/Team Leader, in consultation with the Union.
- 3.1.3 The lunch period shall be one-half (1/2) hour without pay.
- 3.1.4 The rest periods shall be two (2) fifteen (15)- minute paid periods which shall be taken during each half shift.
- 3.1.5 a) The Employer and the Union will investigate the feasibility of introducing a schedule of summer hours for Employees and will arrive at a decision prior to June 1 of each year.
- b) The Employer will ensure that any communication regarding early leaving prior to statutory holidays is made available to all Employees.

ARTICLE 3.2 -PROBATIONARY PERIOD

- 3.2.1 A Permanent Employee shall be considered probationary for the first six (6) continuous months of active service and shall have no seniority rights during that period. Following successful completion of the probationary period, seniority shall date back to the date of first hire into the permanent position. Employees shall then be placed on Seniority List A.
- 3.2.2 Temporary Employees shall be considered probationary for the first six (6) months of continuous active service. Following successful completion of eight (8) months of continuous active service, the Employee shall be placed on Seniority List B and his/her seniority shall date back to the date of commencement of such probationary period.

ARTICLE 3.3 - SENIORITY PROVISIONS

- 3.3.1 There shall be two (2) separate seniority lists (i.e. List A shall include all Permanent Employees who have completed their probationary period, and List B shall include all Temporary Employees who have successfully completed their probationary period and an additional two (2) continuous months of service).
- a) Following successful completion of the probationary period, in accordance with clause 3.2.1, seniority shall date back to the date of first hire into the permanent position. Employees shall then be placed on Seniority List A.
 - b) Following successful completion of the probationary period and an additional two (2) continuous months of service, in accordance with clause 3.2.2, seniority shall date back to the date of commencement of the probationary period. Employees shall then be placed on Seniority List B.
 - c) A Temporary Employee in a non-compulsory certified trade who does not hold a certificate of qualification at the time of hire will not obtain seniority rights in accordance with Article 3.3.1(b) until such time as he/she obtains the appropriate certificate of qualification. Seniority rights will accrue from the date the appropriate certificate of qualification is bestowed.
- 3.3.2 Seniority as referred to in this Agreement shall be on a trade classification basis in accordance with Appendix B, and separate seniority lists shall be prepared for each trade classification and shall indicate the Employee's name, classification and seniority date.
- 3.3.3 Seniority Lists shall be updated on January 1 and July 1 of each year and forwarded to the Union (MCSTC). A copy will be made available for review in written and/or electronic form where applicable, in areas designated by the Employer.
- a) Employees shall have thirty (30) days following the posting of the lists to report errors or omissions in updating. An Employee for who no written objection is raised shall have his/her information confirmed.

- b) Employees will be notified of the timing and location for posting of the lists, and will receive individual notifications of their seniority.
- 3.3.4 Seniority shall terminate when an Employee:
- a) voluntarily quits for any reason;
 - b) is discharged for just cause;
 - c) **Permanent Employee:** 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, unless the Employee is unable to return to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause. A copy of the recall notice shall be sent to the Union (MCSTC);
 - Temporary Employee:** has been laid off and fails to return to work within five (5) working days after being notified by the Union (MCSTC) that the Employer is requesting a recall, unless the Employee is unable to return to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause;
 - d) has been on layoff for a period of more than twenty-four (24) 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.
- 3.3.5 During the term of this Agreement, the Employer and the Union will meet to review seniority for Temporary Employees.

ARTICLE 3.4 - LAYOFF AND RECALL

- 3.4.1 Prior to any reduction in the permanent workforce, the Employer shall meet with the Union (MCSTC) to discuss these reductions, including the reasons, with a view to alleviating the impact of such reductions.
- 3.4.2 In the event of a permanent layoff due to lack of work, other than for Employees who have not completed the probationary period, the Union (MCSTC) shall be supplied with a list of Employees to be laid off.
- a) All Employees who are laid off shall receive notice of the pending layoffs, in accordance with the Employment Standards Act.
- 3.4.3 Layoff shall be in the following order by classification, provided the Employees remaining have the ability and skill to do the work required, and in reverse order of seniority where seniority applies (e.g. 3.4.3 c), d), e), and f) below):

-
- a) Temporary Probationary Employees
 - b) Permanent Probationary Employees (not hired from List B)
 - c) Temporary Employees on Seniority List B
 - d) Temporary Employees on Seniority List B who are appointed as Union (MCSTC) Stewards
 - e) Permanent Employees on Seniority List A
 - f) Permanent Employees on Seniority List A who are appointed as Union (MCSTC) Stewards.
- 3.4.4 Recall shall be in order of seniority by classification, in reverse of that order set out in 3.4.3 above, provided the Employee has the ability and skill to do the work required.
- 3.4.5 All requests for recall of Temporary Employees will be directed to the Union (MCSTC) who will arrange recall in accordance with this Collective Agreement.

ARTICLE 3.5 - JOB POSTING

- 3.5.1 All permanent vacancies or newly created permanent positions shall be posted for seven (7) working days on designated bulletin boards and/or in electronic form. An Employee desiring the position must make application to the person designated by the Employer prior to the Closing Date specified on the posting. A copy of the posting shall be provided to the Union (MCSTC) at the same time it is posted. The name of the successful applicant shall be forwarded to the Union (MCSTC) at the same time the individual is notified.
- 3.5.2 Permanent Employees who apply for and obtain a transfer shall not be eligible to apply for another lateral position for a period of ninety (90) working days but shall be eligible to apply for premium rate opportunities.
- 3.5.3 In all cases of promotion (except promotion to positions excluded from the Bargaining Unit), permanent transfers within the Toronto District School Board, and increases in working force, the following factors shall be considered:
- a) skill, competence and efficiency
 - b) seniority
- Where the qualifications in factor a) are relatively equal in the judgment of the Employer, which judgment shall not be exercised in an arbitrary or unfair, discriminatory manner, factor b) shall govern. Promotion shall mean advancement of an Employee to a job that carries a higher rate of pay.
- 3.5.4 Permanent Employees on Seniority List A shall be considered before Temporary Employees on Seniority List B. Where no qualified Permanent Employee makes application, preference shall be given first to those Temporary

Employees on List B and then to Probationary Employees, subject to the same conditions in clause 3.5.3 above (skill, competence and efficiency).

- 3.5.5 Should a Temporary Employee be appointed to a permanent position, the Employee shall be considered a Permanent Employee and placed on Seniority List A in accordance with Article 3.2 - Probationary Period provided the Employee had completed six (6) months of continuous service as a Temporary Employee. An Employee who had not completed a continuous six (6) months of service, will be considered a Permanent Probationary Employee until the continuous six (6) months of service is successfully completed.
- 3.5.6 Should there be no qualified applicant from the bargaining unit, the Employer shall inform the Union (MCSTC) of such and the Union (MCSTC) may submit applications for consideration. When the Board hires an applicant from any other sources, the successful applicant shall be qualified and shall hold any applicable certificate of qualification/license.
- 3.5.7 Any permanent position temporarily vacant but where the incumbent is expected to return:
- a) will be filled through a request to the Union where the duration is expected to be six (6) months or less, except to avoid layoff in another area of operations.
 - b) will be posted where the duration extends beyond six (6) months or is known at the outset to be of greater than six (6) months, except to avoid layoff in another area of operations; the length of such assignment cannot exceed the equivalent of twelve (12) consecutive months without re-posting and such duration of the re-posted assignment shall not exceed a total duration of twenty-four (24) months except where the temporary assignment is due to a List A Employee's Long Term Disability status and the Employer is awaiting verification of status.

ARTICLE 3.6 - PERSONNEL FILES

- 3.6.1 Employees may, upon written request to the person designated by the Employer, review their personnel file. Such review must be made in the presence of a member of the Employee Services staff at a time, during normal business hours, that is mutually arranged between the Employee Services staff and the Employee concerned.
- a) Employees shall be able to obtain copies of the content of their personnel file.
- 3.6.2 It shall be the responsibility of each Employee to keep the Board informed of the Employee's current address and telephone number.
- a) Any notice required to be given by the Employer under this Agreement shall be deemed to have been given if forwarded to the Employee at the last address according to the records of the Employer.

- 3.6.3 When an adverse report is placed in the Employee's personnel file, the Employee may make a written reply to such report. The reply shall be attached to and filed with the adverse report. No response from the Employer does not imply agreement to the Employee's reply. Any discipline, which has not been altered during the grievance and arbitration procedure or by agreement of the parties, shall not be affected by the foregoing.
- 3.6.3 Upon written request to the person designated by the Employer from an Employee on whose record a disciplinary notation has been placed, and after the completion of two (2) years wherein no additional disciplinary notations have been placed on the Employee's record, such disciplinary notation shall not be the basis for further disciplinary action and such notation will be removed from the Employee's file.

ARTICLE 3.7 - TEMPORARY EMPLOYEES

- 3.7.1 Temporary Employees shall work under the terms and conditions of employment set out in this Collective Agreement except for the rates of pay and total MCSTC affiliate union benefit package.
- 3.7.2 The Employer shall contribute to the total wage and benefit package set out in the applicable ICI Construction Agreements, as amended from time to time by the Union, for the Temporary Employees who are covered by those Agreements (see clause 3.7.4 below), but the amendment(s):
- a) shall not exceed the total wage and benefit package of the Provincial ICI Agreements, and
 - b) shall include the hourly wage rate, vacation, and holiday pay, health, welfare and pension funds, and training funds
 - c) shall not include any benefits not negotiated for the benefit of Temporary Employees while in the employ of the Employer, specifically, not to include funds directed to any construction employer or employee agencies or any other construction industry agencies such as the construction secretariat; the Employer will not pay into any fund that subsidizes contractors such as target funds, stabilization funds or market recovery funds but instead will pay the equivalent funds directly to the Temporary Employee.
- 3.7.3 In situations where the deductions are not related to target funds, stabilization or market recovery funds, the equivalent amount of money will be paid into a Welfare and Training Fund administered by the Union as sole trustee to be used for the benefit of Employees and to be expended for training, promotion and administration. The Union agrees to provide the Employer annually with a statement of disbursements.
- 3.7.4 Notwithstanding Articles 3.7.1 and 3.7.2 above, Temporary Employees working in the job classifications of General Maintenance and Machine Operators shall be covered by this Collective Agreement for the purpose of Wages, as set out

in Appendix B. As well, contributions for Health & Welfare, vacation pay, statutory holiday pay and pension shall be made as directed by MCSTC.

- 3.7.5 A Temporary Employee may be employed:
- a) to replace a List A Employee who is absent on an approved leave of absence where no other List A Employee has expressed an interest in the temporary assignment, or
 - b) to fill a temporary assignment beyond the complement of permanent staff created by time-limited funding in a special project.
- 3.7.6 A Temporary Employee shall achieve List A status only if the Temporary Employee is the successful applicant for a job posting for a permanent position.
- 3.7.7 Notwithstanding Article 3.7.8, where a Maintenance opportunity for short-term project work exists for a duration of six (6) months or greater but no more than twelve (12) calendar months, the opportunity will be posted and made available to other Employees before a request is made to the Union under Article 3.7.8. Such opportunity cannot be extended beyond twelve (12) consecutive calendar months.
- 3.7.8 When the Employer requests a Temporary Employee, such request shall be directed to the Union. If the Union cannot provide such Employee who meets the requirements as requested by the Employer within forty-eight (48) hours, the Employer may hire from other sources, provided the person is qualified. The Employer and the Union will meet to discuss ways to accommodate the Employer's needs when hiring Temporary Employees.

ARTICLE 3.8 - HEALTH AND SAFETY

- 3.8.1 The Employer recognizes its obligations under the Occupational Health and Safety Act, RSO 1990, c.01, as amended from time to time. A Joint Health and Safety Committee has been established in accordance with the Act with representation from the Union. The Terms of Reference of the Joint Committee are available from the Health and Safety Office of Employee Services.

ARTICLE 3.9 - UNIFORMS

- 3.9.1 The Employer shall supply a uniform, at Employer expense, to active Permanent Employees and List B Employees. Such Employees shall be given an opportunity to select from the following list, to a maximum expenditure of \$200.00 per Fiscal Year:
- Shirts, golf shirts, wind breakers, bomber jackets, parkas, pants, long/short sleeved sweaters, hats, winter gloves, sweat shirts, coveralls
- 3.9.2 Where an Employee is newly hired to List A (without first being on List B) or where an Employee achieves List B status, he/she shall be supplied with the opportunity set out in 3.9.1 as soon as possible except if the date that he/she achieves this status is within three (3) months of the next annual opportunity to

receive the uniform.

- a) In situations where the three (3) month period set out in 3.9.2 above occurs, the Employee shall receive the uniform opportunity as soon as possible and thereby forego the next annual uniform entitlement

3.9.3 Uniforms must be worn while on duty.

3.9.4 The Employer will determine the composition and timing of the uniform issue, in consultation with the Union.

3.9.5 It is the responsibility of the Employees to keep uniforms neat, clean and in good repair.

3.9.6 The Employer will provide coveralls at the Maintenance Shop for use by the Maintenance Staff. The Supervisor will be responsible for the distribution. These coveralls are to be cleaned at the expense of the Employer.

Notes:

- (1) *For newly-appointed List A and List B Employees, the Employer will supply: four (4) shirts and three (3) pants, and in addition, these Employees shall be entitled to choose a "parka" or equivalent value from the choices offered. Other Permanent active Employees will be subject to the uniform as per clause 3.9.1 above.*
- (2) *The provision set out in Note (1) above shall also apply to those List A Employees and List B Employees who have not been previously issued uniforms.*

3.9.7 There shall be no double issue of uniforms in any one (1) Fiscal Year.

ARTICLE 3.10 - SAFETY SHOES

3.10.1 All Permanent and List B Employees shall be provided with "green patch" safety footwear once per Fiscal Year. The type and quality is to be agreed to by the Union prior to the Employer finalizing the tender documents.

3.10.2 Employees who require specialized footwear due to legitimate health reasons and who provide certification from a medical practitioner may be accommodated.

3.10.3 Employees must wear safety shoes at all times while on duty.

3.10.4 Where an Employee is newly hired to List A (without first being on List B) or where an Employee achieves List B status, he/she shall be supplied with the opportunity set out in 3.10.1 as soon as possible except if the date that he/she achieves this status is within three (3) months of the next annual opportunity to receive the safety footwear.

- a) In situations where the three (3) month period set out in 3.10.4 above occurs, the Employee shall receive the safety footwear opportunity as soon as possible and thereby forego the next annual safety footwear entitlement.

3.10.5 The Employer shall reimburse annually Summer Students for the cost of one (1) pair of Canadian Standards Association (CSA)-approved safety boots or shoes to a maximum of ninety dollars (\$90.00). Where reimbursement is made, Summer Students will be required to wear such safety footwear while at work.

ARTICLE 3.11 - SAFETY GLASSES

3.11.1 Upon presentation of a receipted invoice, the Employer will reimburse Permanent Employees for the cost of prescription safety glasses to a maximum amount determined by the Employer. The Employer will advise Employees annually of the procedure and maximum amounts for reimbursement.

ARTICLE 3.12 - PREFERRED HIRING

3.12.1 In order to clarify the interpretation of Article 3.7.8 of the Collective Agreement, the parties agree to the following:

- a) A representative of the Employer and a representative of the MCSTC will meet to discuss the Employer's requirements for hiring of the Temporary Employees.
- b) The TDSB will be allowed to name-hire tradespersons to be dispatched by the MCSTC. However, the number of name-hired tradespersons shall not exceed forty percent (40%) of the total number requested for tradespersons within a particular trade, averaged over the period of the duration of the Collective Agreement.
- c) It shall be sufficient evidence of membership in the MCSTC Affiliate union(s) for the purpose of compliance with this Collective Agreement and the MCSTC Constitution where the Employee is referred to the affiliate union by the MCSTC, that he/she is willing to join and/or pay dues to the affiliate union.

SECTION 4 - BENEFITS

ARTICLE 4.1 - GENERAL

- 4.1.1 The Employer will provide, at its expense, a copy of the new Collective Agreement to all active Employees covered by this Collective Agreement within sixty (60) calendar days after the Collective Agreement is signed.
- a) Temporary Employees who are dispatched to the Employer will be given a copy of the Collective Agreement by the Union prior to arriving at the Employer's work site. The Employer shall provide sufficient copies of the Collective Agreement, at its expense, to the Union for such purpose.
 - b) The Employer will provide the Union with twenty (20) additional copies of the Collective Agreement in booklet form.
- 4.1.2 All words in this Agreement in the singular shall, when the context so requires, include the plural and shall be gender neutral.
- 4.1.3 In the event the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to discuss the retention of seniority rights for all Permanent Employees who are members of the bargaining unit with the new employer.
- 4.1.4 In January and July each year, the Employer will forward in both written and electronic form to the President of the Union a list showing the names and home addresses of Employees.
- 4.1.5 **Training Courses and On-the-Job Training** – The Employer recognizes that education is a continuing process. Accordingly, the Employer will endeavour to provide skills training and professional development opportunities for Employees. The Employer agrees to provide information related to Board training courses appropriate for the member of this Bargaining Unit. The matter will be referred to the Labour Management Committee for discussion.

ARTICLE 4.2 - LEAVES OF ABSENCE

4.2.1 **General Leave**

- a) A Permanent Employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer. Such approval shall not be unreasonably withheld. Employees who are granted leave of absence or who are placed on such a leave of absence, without pay, in excess of fifty (50) continuous working days, shall not earn or receive benefits, sick credits, vacation credits or wages, salary or other compensation during the period of such leave of absence except as set out in this agreement or as otherwise required under the Employment Standards Act. An Employee entitled to such leave in excess of fifty (50) continuous working days, shall have the option of continuing coverage of all benefit plans at full cost to the Employee.

4.2.2 **Union Leave**

- a) Leave of absence without loss of sick leave credits or seniority shall be granted upon request to the Employer for Employees who are elected or appointed to represent the Union or any organization affiliated with the Union at conventions or seminars, schools, and conferences approved by the Union.
 - (i) The Union will notify the Board, in writing, five (5) working days in advance of the leave, of the names of the Permanent or Temporary Employees requiring such leave. Time off will not be approved except through this clause.

- b) Any Permanent Employee covered by this Agreement who is elected or selected for a full-time position with the Union, or any organization affiliated with MCSTC, shall be entitled to a leave of absence without pay and benefits and without loss of seniority for the duration of his/her term of office. Such Permanent Employee returning from Leave under this clause will be returned to his/her position subject to Article 3.3 – Seniority. This provision is subject to Layoff and Recall Provisions in Article 3.4 of this Collective Agreement.
 - (i) The Employer shall continue the payment of regular wages and benefits to which the Employee was enrolled prior to the leave, provided that the Union reimburses the Employer for the total employment costs for the Employee.

4.2.3 **Union Stewards, Members of Committees and Union Officials**

- a) The Union may appoint or otherwise select up to twenty-four (24) stewards. The name and jurisdiction of each Steward shall be given to the person designated by the Employer in writing.
 - (i) No Steward shall be discriminated against by the Employer because of the performance of his/her duties as Steward.

- b) Union Stewards, members of committees or Union Officials shall be given reasonable time during working hours to fulfill their duties and obligations, in accordance with the Collective Agreement, for investigating grievances and attending related meetings with the Employer, investigating health and safety issues, and attending meetings at the request of the Employer. The Steward, member of a committee or a Union Official shall not leave his/her assigned duties without first obtaining permission from the appropriate supervisor as designated by the Employer. Permission shall be subject to operational requirements, but will not be unreasonably withheld.
 - (i) The Steward, member of the committee or Union Official shall advise the designated Supervisor of the time he/she expects to be absent from work and shall notify that Supervisor if unable to return to work at the expected time. The Steward, member of the committee or Union Official will also inform the designated Supervisor when he/she returns to work.

- (ii) "Investigating grievances" shall mean that the Steward may make sufficient enquiry in order that the grievance may be presented and possibly resolved at the informal stage of the Grievance Procedure and at the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a period when the Steward or other Union Official to leave work. The Union may grieve the Employer's withholding permission.
- c) Where a Steward, committee member or Union Official is permitted to be temporarily absent from his/her regularly scheduled hours of work, there shall be no loss of his/her regular rate of pay, provided that there shall be no obligation to pay for any time spent outside of his/her regular hours of work, unless agreed upon by the Employer.
- d) It is understood that the past practice of the Employer, Predecessor Board and the Union with respect to Union Leaves shall not be relevant or binding on the Employer or the Union.
- e) This provision shall not affect, in any way, time granted off under Board policies, programs, procedures or in respect of statutory requirements.
- f) Representatives of the Union, including full-time representatives, shall have access to the area of work during working hours, but in no case shall their visits interfere with the progress of work.

4.2.4 **Negotiations Committee**

- a) At all negotiations meetings with the Employer representatives for a renewal of this Collective Agreement, the Union will be represented by a negotiations committee composed of six (6) bargaining unit members. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employees' regular working hours. The Union has the right to have up to two (2) additional members, including union officers on the negotiating committee at no cost to the Employer.
- b) Upon seventy-two (72) hours notice to the Employer, each of the Union's six (6) negotiating committee members will be allowed five (5) days absence from work during the term of this Collective Agreement to prepare for negotiations and will be paid by the Employer for their normal working hours at their regular rate of pay. Additional leaves of absence, without pay, for the negotiating committee to prepare for negotiations may be granted by the Employer; approval will not unreasonably be withheld.

4.2.5 Pregnancy Leave

- a) **Eligibility** – A pregnant Employee who started employment with her Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.
- b) **When leave may begin** – An Employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- c) **Notice** – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date.
- d) **Special circumstances** – Clause 4.2.5 c) does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or cause of a birth, stillbirth or miscarriage that happens earlier than the Employee was expected to give birth.
- e) **Notice in special circumstances** – An Employee described in clause 4.2.5 d) must within two (2) weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to begin a certificate from a legally qualified medical practitioner that in the case of an Employee who stops working because of complications caused by her pregnancy, states the Employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or in any other case, states the date of the birth, still-birth or miscarriage and the date the Employee was expected to give birth.
- f) **End of pregnancy leave if parental leave available** – The pregnancy leave an Employee who is entitled to take parental leave, ends seventeen (17) weeks after the pregnancy leave began.
- g) **End of pregnancy leave if parental leave not available** – The pregnancy leave of an Employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, stillbirth or miscarriage.
- h) **End of pregnancy leave on Employee notice** – The pregnancy leave of an Employee ends on a day earlier than the day provided for in clauses 4.2.5 f) or 4.2.5 g) if the Employee gives the Employer at least four (4) weeks written notice of that day.
- i) Nothing herein precludes a Permanent Employee (who is eligible under the Sick Leave Plan) from receiving sick leave pay if absent because of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

4.2.6 Parental Leave

Note: The following provisions regarding length of Parental Leave apply to Employees who became new parents of a child who was born or first came into their care on or after December 31, 2000.

- a) **Eligibility** – An Employee who has been employed by his or her Employer for at least thirteen (13) weeks before the date the Employee's leave is expected to start and who is the parent of a child is entitled to a leave of absence without pay following:
 - (i) the birth of the child; or
 - (ii) the coming of the child into the custody, care and control of the Employee for the first time.

- b) **Restriction on when leave may begin** – Parental leave may begin no later than fifty-two (52) weeks after the day the child is born or comes into the Employee's custody, care and control for the first time.

- c) **When mother's parental leave may begin** – Parental leave of an Employee who takes a pregnancy leave must begin when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

- d) **Notice** – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

- e) **Special circumstances** – Clause 4.2.6 d) does not apply in the case of an Employee who is the parent of a child and whom stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the parental leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the Employee wishes to take leave within two (2) weeks after the Employee stops working.

- f) **End of parental leave** – Parental leave ends thirty-five (35) weeks after it began if the Employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.

- g) **Change of notice to begin leave** – An Employee who has given notice to begin pregnancy leave or parental leave may change the notice:
 - (i) to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
 - (ii) to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.

- h) **Change of notice to end leave** – An Employee who has given notice to end the leave may change the notice:
 - (i) to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
 - (ii) to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.
- i) For the purpose of this Article, “parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.

4.2.7 **Benefits and Seniority During Pregnancy and Parental Leave**

- a) This Article applies to Permanent Employees.
- b) The Employer will continue to pay its share of contributions, to a maximum of fifty-two (52) weeks, to any benefit plans in which the Permanent Employee is enrolled prior to his/her commencement of pregnancy and/or parental leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- c) Seniority will continue to accrue during Pregnancy and/or Parental Leave.
- d) Experience shall be accrued during Pregnancy and/or Parental Leave for salary purposes.
- e) A Permanent Employee granted Pregnancy or adoption leave and who complies with the requirements of Appendix C shall be compensated in accordance with Appendix B for the two (2) week waiting period for Employment Insurance Benefits.
- f) Employer, such Employee shall only be eligible to collect SEB payments on one position.

4.2.8 **Infant Care/Child Care Leave**

- a) This Article applies only to Permanent Employees.
- b) A Permanent Employee eligible for Parental Leave under 4.2.5 may apply for Infant Care Leave.
- c) The Employer shall grant to eligible support staff a leave of absence without pay, to be known as Infant Care/Child Care Leave which will provide:
 - (i) the mother, up to fifty-two (52) additional weeks immediately following the combined Pregnancy and Parental Leave, or

- (ii) the father, up to sixty-seven (67) additional weeks immediately following the Parental Leave.
- d) Application for Infant Care/Child Care Leave must be made at the same time as a Permanent Employee applies for Parental Leave or not later than thirty (30) days before the Infant Care/Child Care Leave is to begin.
- e) In the application for Infant Care/Child Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- f) Once Infant Care/Child Care Leave has been granted, it shall not be extended.
- g) Once Infant Care/Child Care Leave has been granted, it shall not be rescinded except at the discretion of the Director of Education.
- h) A Permanent Employee granted Infant Care/Child Care Leave shall, before going on such leave, execute an agreement with the Employer, consistent with the Collective Agreement to remain in the employ of the Employer for a period equal to the length of the leave following the Employee's return from leave.
- i) A Permanent Employee who has received benefits under the provisions of Appendix C shall, upon expiration of such leave(s) return to work and remain in the service of the Employer for a minimum period of three (3) months.

4.2.9 Benefits and Seniority During Infant Care/Child Care Leave

- a) A Permanent Employee on Infant Care/Child Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Care/Child Care Leave. Payment shall be made through pre-authorized bank withdrawal.
- b) Seniority shall accrue during Infant Care/Child Care Leave.
- c) Experience shall be accrued for salary purposes.

4.2.10 Returning to Work from Pregnancy and/or Parental and/or Infant Care/Child Care Leaves

- a) An Employee, from Seniority List A or List B, returning from any Leave under this Article will be returned to his/her position, subject to Article 3.3 – Seniority, if it exists, or to a comparable position if it does not. This provision is subject to Layoff and Recall provisions in Article 3.4 of this Collective Agreement.

ARTICLE 4.3 - SELF-FUNDED LEAVE PLAN

4.3.1 The Self-Funded Leave Plan shall be as set out in Appendix I.

ARTICLE 4.4 - BENEFITS

4.4.1 For the purposes of this Article, an active Employee is an Employee who is actively at work or on an approved leave of absence with pay or an Employee who is on an unpaid absence from work for fifty (50) continuous working days or less.

4.4.2 It is the responsibility of each Employee to advise the Board in writing of any change in marital or family status and to request changes in benefits coverage within thirty-one (31) calendar days of such change in status.

4.4.3 Provision for Retired Employees

a) If approved by the insurance companies, and, if there is no increased cost to the Employer, a Permanent Employee who retires from the Employer prior to age sixty-five (65) may retain coverage under any of the Insured Employee Benefit plans to which the Employee belongs at the time of retirement until the Employee attains the age of sixty-five (65) years.

b) The retired Employee shall pay the full cost of the benefits premiums.

4.4.4 Provision for Permanent Employees

a) Permanent Employees laid off during the term of this Agreement may retain coverage under the Semi-Private Hospital Plan, the Extended Health Care Plan and the Dental Care Plan under the same premium-sharing arrangements for a period of three months following the date of temporary lay-off.

4.4.5 Benefit Eligibility

a) Permanent active full-time Employees only are eligible for benefits in Article 4.4.

4.4.6 Semi-Private Hospital Plan

a) The Employer shall contribute one hundred percent (100%) of the premium cost of the Semi-Private Hospital Care plan for all Permanent active full-time Employees who have enrolled in coverage under the plan.

4.4.7 Extended Health Care Plan

- a) The Employer shall contribute one hundred percent (100%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of \$25.00 per individual and \$50.00 per family for all Permanent active full-time Employees who have enrolled in coverage under the plan.
- b) Subject to the above deductible, the plan also includes:
 - (i) hearing aid benefits to a maximum of \$500.00 per person per three (3) year period
 - (ii) eyeglasses or contact lenses to a maximum of \$300 per two (2) year period and,
 - effective September 1, 2010, eyeglasses (including contact lenses) benefits to a maximum of \$400 per person per 24 consecutive month period
 - (iii) effective September 1, 2010, physiotherapy to a maximum of \$40.00 per visit with a cap of \$600.00 per 12 consecutive month period
- c) Over-the-counter drugs that do not normally require a prescription will be covered only if they are "life-sustaining" based on the patient's medical condition.
- d) Where a generic alternative exists for a brand-name drug, reimbursement will be based on the cost of the generic drug.
- e) Orthotic coverage is limited to two (2) pairs over two (2) calendar years with a maximum payment of \$950.00 in total.

4.4.8 Dental Care Plan

- a) The Employer shall contribute ninety percent (90%) of the premium cost of a Dental Care plan for all Permanent active full-time Employees who have enrolled in coverage under the plan.
- b) The Dental Care plan shall include the following provisions:
 - (i) A Basic plan reimbursement at one hundred percent (100%) of the designated Schedule of Fees with a maximum of \$5,000.00 per person per calendar year
 - (ii) An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:
 - Eighty percent (80%) of eligible major restorative services subject to a maximum when combined with the basic plan, of \$10,000.00 per person per calendar year;
 - Fifty percent (50%) of eligible orthodontic services with a maximum of \$1,000.00 per person per calendar year, subject to a lifetime maximum of \$2,000.00.

- c) Benefits will be based on the Ontario Dental Association Fee Guide for General Practitioners and.
 - (i) effective as soon as administratively feasible, the benefits will be based upon the 2004 Ontario Dental Association Schedule of Fees for General Practitioners and,
 - (ii) effective September 1, 2009, the benefits will be based upon the 2005 Ontario Dental Association Schedule of Fees for General Practitioners and,
 - (iii) effective September 1, 2010, the benefits will be based upon the 2007 Ontario Dental Association Schedule of Fees for General Practitioners, and
 - (iv) Effective September 1, 2011, the benefits will be based upon the 2008 Ontario Dental Association Schedule of Fees for General Practitioners.

4.4.9 **Group Life Insurance Plan**

- a) For all Permanent active full-time Employees who elect upon completion of the necessary enrolment forms to participate in the Plan, the Employer shall contribute one hundred percent (100%) of the cost of the first \$30,000 of Group Life Insurance coverage, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first \$30,000 up to the plan maximum indicated below.
- b) The Group Life Insurance plan will provide optional coverage amounts subject to a minimum of \$30,000 and a maximum of \$140,000 for all eligible active full-time Employees who have enrolled in coverage.

4.4.10 **Long Term Disability Plan**

- a) The Employer shall contribute one hundred (100%) of the cost of the Long Term Disability plan for all Permanent active full-time Employees who have enrolled in coverage.
- b) A new Employee will be subject to a six (6) month eligibility waiting period prior to enrollment in the Long Term Disability plan.
- c) The Long Term Disability plan provides seventy percent (70%) of normal earnings.
- d) Upon approval of the application for benefits under the Long Term Disability plan, benefits will be based on the Employee's salary as of six (6) months from the onset of disability.

- e) Benefits under the Long Term Disability plan shall include annual adjustment effective January 1, for Employees who have received twenty-four (24) payments in the period prior to January. The formula for adjustment shall be C.P.I. (Canada Wide 1986 = 100) from September to September minus one percent (1%) with a maximum adjustment to payments of four percent (4%) in any one (1) year. There will be no "double indexing".
- f) Subject to the approval of the insurance companies, and, if there is no increased cost to the Employer, the Employer's share of the cost of the Semi-Private Hospital Care and the Extended Health Care benefits will be continued during the period that an Employee is receiving benefits under the Long Term Disability plan, provided the Employee had such coverage prior to the onset of disability.
- g) In order to maintain benefits under the Long Term Disability plan, the Employee must co-operate with a reasonable and customary treatment plan related to the disability condition when such a treatment plan is recommended by the Plan Administrator and approved by the attending physician.

4.4.11 **Employment Insurance Commission Rebate**

In consideration of the provision of the Employee benefits package, the Union, on behalf of the Employees, releases the Employer from any obligation it might have hereafter to pay to Employees an employment insurance commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Employer to defray part of the costs of this section.

4.4.12 **Pension**

The pension schemes presently in force shall be continued and participation shall be mandatory for all Permanent Employees, with any required Employee contributions, if applicable, being deducted through bi-weekly payroll deduction.

ARTICLE 4.5 - SICK LEAVE CREDIT AND GRATUITY PLAN

4.5.1 The Sick Leave Credit and Gratuity plan shall apply to Permanent active full-time Employees.

- a) For the purposes of this Article, an active Employee is an Employee who is actively at work or on an approved leave of absence with pay or an Employee who is on an unpaid absence from work for fifty (50) continuous normal working days or less.
- b) The Sick Leave Credit and Gratuity Plan shall be as set out in Appendix H.

ARTICLE 4.6 - VACATION

- 4.6.1. Subject to operational requirements, the Employer will grant the vacation periods requested by Permanent Employees and the leave of absence without pay periods requested by List B Temporary Employees:
- a) List B Temporary Employees shall be entitled to be absent for up to fifteen (15) days without pay per Fiscal Year for purposes of vacation. A List B Temporary Employee may request additional days.
 - b) Vacation/leave of absence for vacation requests will not usually be approved for the two weeks in August prior to the first day of school.
- 4.6.2 Vacation credits shall accrue between July 1 and June 30 and, subject to Article 4.2.1 - General Leave, shall be prorated for the time an Employee is actively at work.
- a) Employees taking their vacation prior to June 30th, in any year shall only be entitled to that portion of their vacation entitlement which they have earned since the preceding July 1st.
- 4.6.3 All Permanent full-time Employees shall receive in January each year annual vacation entitlement in accordance with the following schedule:
- a) less than one (1) year of continuous service up to June 30th – to be in accordance with the Employer's policy
 - b) one (1) year of continuous service completed as of June 30th – fifteen (15) days
 - c) nine (9) years of continuous service completed within the current calendar year – twenty (20) days
 - d) seventeen (17) years of continuous service completed within the current calendar year – twenty-five (25) days
 - e) twenty-three (23) years of continuous service completed within the current calendar year – twenty-six (26) days
 - f) twenty-four (24) years of continuous service completed within the current calendar year – twenty-seven (27) days
 - g) twenty-five (25) years of continuous service completed within the current calendar year – thirty (30) days.
- 4.6.4 Continuous service, as set out in clauses 4.6.3 through 4.6.3 g) above, shall be deemed continuous:
- a) during an approved leave of absence of up to one (1) year; or
 - b) if an Employee has resigned from the Employer or Predecessor Board and is rehired, provided there was no intervening employment. Such service for vacation entitlement will only be for the period the Employee was originally employed by the Employer or Predecessor Board.

-
- 4.6.5 Should a holiday as defined in Article 4.7 fall or be observed during an Employee's vacation period, the day shall be considered a paid holiday not a vacation day.
- 4.6.6 When an Employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of illness or accident, such Employee shall be entitled:
- a) to receive sick pay in accordance with Article 4.5, hereof, in lieu of vacation, for the days of such vacation lost by reason of such hospitalization and recovery period if under certified doctors orders, provided that a medical certification is given to the Employee's immediate Supervisor at the commencement of such hospitalization and, if a recovery period is necessary, at the commencement of the recovery period; and
 - b) to the period of vacation lost by reason of such hospitalization and recovery period, which shall be rescheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.
- 4.6.7 Newly-appointed Permanent Employees who provide written proof of service from another district school board, a public University, a College of Applied Arts and Technology or a municipal government (all within the Province of Ontario) or any other organization acceptable to the Director, and where there is no intervening employment, shall be credited for the purposes of vacation entitlement only, with previous service, provided that the application of this Article shall not result in duplication of vacation pay.
- a) Newly-appointed Permanent Employees from List B with previous service with the Employer or any of the Predecessor Boards, regardless of intervening employment, shall be credited, for the purposes of vacation entitlement only, with that previous service provided that application of this Article does not result in duplication of vacation pay or retroactivity of vacation credits.
- 4.6.8 Permanent Employees currently on staff at the time of ratification of this Collective Agreement who provide written proof of service as outlined in clause 4.6.7 will receive such vacation entitlement for vacation entitlement purposes only. It is understood that there will be no retroactive vacation credits granted prior to the current vacation entitlement period.
- 4.6.9 In the event of a death of an Employee's immediate family when an Employee is on a scheduled period of vacation, an Employee eligible for the Sick Leave Credit and Gratuity Plan shall, upon request, and proper notification to the Employer, be considered to be on bereavement leave. Any vacation lost by reason of bereavement shall be rescheduled and shall not be considered as an automatic extension of the originally approved vacation schedule.
- 4.6.10 Where an Employee is unable to use his/her vacation time at any time during the calendar year as a result of the operational requirements of the Employer, the Employee may make a written request, by December 15, to the appropriate

supervisor to bank a maximum of five (5) days unused vacation time from year to year.

ARTICLE 4.7 -PAID HOLIDAYS

4.7.1 Eligibility for holidays shall be in accordance with the Employment Standards Act.

4.7.2 When any of the holidays listed in clauses 4.7.3 or 4.7.4 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay. The date shall be determined by the Employer prior to May 31.

4.7.3 All Permanent Employees shall be paid their regular rates for the regular hours normally worked per day for the following holidays:

- | | |
|----------------|--------------------|
| New Year's Day | Civic (Simcoe) Day |
| Family Day | Labour Day |
| Easter Monday | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

a) In addition, each Employee shall receive one (1) additional paid holiday in lieu of Remembrance Day each calendar year to be designated by the Employer.

4.7.4 An Employee who is required to work on a holiday shall be paid for work so performed at a rate in accordance with the Article 2.2 - Overtime.

4.7.5 Employees who are on an approved paid leave of absence the day before and/or the day after the Holiday shall be entitled to the Holiday pay for the regularly scheduled hours of work.

4.7.6 A holiday shall be considered a normal workday for the purposes of calculating overtime.

IN WITNESS WHEREOF, the Toronto District School Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

DATED at Toronto this ____ day of _____, 2009:

THE TORONTO DISTRICT SCHOOL BOARD

Chair

Director of Education and Secretary-Treasurer

Senior Manager – Labour Relations, Employee Services

**UNIT E (MAINTENANCE AND CONSTRUCTION
SKILLED TRADES COUNCIL)**

President/Business Manager

Vice-President/Business Agent

LETTER OF UNDERSTANDING

Re: LTDI

Any Permanent Employee who, at June 30, 1999, was in receipt of superior benefits while on Long Term Disability Insurance (LTDI) shall continue to receive such superior entitlement until such Permanent Employee is no longer in receipt of LTDI.

LETTER OF UNDERSTANDING

RE: Outdoor Education Centres

(for the term of this Collective Agreement)

The Employer shall continue its current practices in each of the Predecessor Boards related to the maintenance and construction functions at the outdoor education centres outside the City of Toronto.

The Employer and the Union will meet to discuss individual full-time Permanent Employees who are permanently located at the outdoor education centres and who are performing work of the bargaining unit in order to determine their representation.

LETTER OF UNDERSTANDING

RE: Multiple Certifications

Representatives of the Employer and the Union will meet to discuss the efficient utilization and corresponding compensation for Permanent Employees who hold more than one certification.

LETTER OF UNDERSTANDING

Re: Overpayments/Underpayments

Within 60 calendar days of the signing of this Collective Agreement, the parties will meet to develop a process for communicating the reason for any overpayments and a mechanism for a repayment schedule.

LETTER OF UNDERSTANDING

Re: Article 1.3 - Recognition

For purposes of clarity, it is understood that the Employer and the subsidiary corporation known as the "Toronto Lands Corporation" are related within the meaning of subsection 1(4) of the Ontario Labour Relations Act and should be considered as constituting one employer for the purposes of that Act. The subsidiary corporation is bound by this Collective Agreement.

LETTER OF UNDERSTANDING

Re: Facilities Review

Following the reports of the Facilities Review process, the parties will meet to make any necessary amendments to this Collective Agreement. The topics will include, but not be limited to:

- Development of an equitable distribution of overtime opportunities through the call centre
- Utilization of Board equipment
- Contracting Out of Maintenance work
(see Appendix E, #3h as follows:
All maintenance in the existing buildings shall be performed by members of the skilled trades represented by the MCSTC.)

LETTER OF UNDERSTANDING

Re: General Maintenance

Within 60 days of the signing of this Collective Agreement, the parties will meet to review the job posting for the positions of General Maintenance and Machine Operators.

LETTER OF UNDERSTANDING

Re: Summer Students

The parties will meet annually prior to March 31 to delineate the types of work available for summer students with the goal of increasing opportunities within available budgetary parameters.

LETTER OF UNDERSTANDING

Re: Apprenticeships

The parties agree to discuss mechanisms whereby opportunities for careers in skilled trades can be communicated to interested students.

LETTER OF UNDERSTANDING

**Re: Provincial Discussion Table (PDT)
School Operations/Skilled Trades**

Whereas the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council to increase in 2009-2010 the School Operations benchmark per square meter by \$1.41.

The parties agree that the percentage of the monies allocated to MCSTC related to the \$1.41 per square metre calculation will be allocated in a manner consistent with the PDT.

1. Apply the declining enrolment offset.
2. Use the remaining funds for enhancements.

The Employer will provide MCSTC with financial information on the allocation.

The parties agree to meet within 60 days of the signing of this Collective Agreement on this matter.

LETTER OF UNDERSTANDING
Re: Provincial Discussions Table (PDT)
Professional Development 2008-09

The parties agree that the Provincial Government has provided professional development funds in the amount of \$2,135,656 for division among education support staff workers.

The Employer shall submit the professional development amount to MCSTC within 90 days of the ratification of this Agreement.

MCSTC agrees to provide the Employer, upon request, with a written report accounting for the use of the funds and to indemnify and hold harmless the Employer from any liability for accounting or income tax purposes.

If any aspect of this Letter of Understanding is in conflict with a direction or guideline from the Ministry of Education concerning the Support Staff Professional Development Account, the parties shall meet to discuss and resolve the matter.

LETTER OF UNDERSTANDING
Re: Travel Allowance

The parties will meet prior to the commencement of the 2009-10 Fiscal Year to review the Travel Allowances in this Collective Agreement.

LIST OF APPENDICES

Appendix A	Contracting Out
Appendix B	Wages
Appendix C	Supplemental Employment Benefits (SEB) Plan
Appendix D	(left blank)
Appendix E	February 27th, 1998 Memorandum of Settlement <ul style="list-style-type: none">• Attachment #1 re Trade, Task, Tools Required
Appendix F	May 22nd, 1998 Memorandum of Agreement <ul style="list-style-type: none">• Attachment #1 re Schedule A: Trade and Task• Attachment #2 re Group E
Appendix G	May 22nd, 1998 Memorandum of Settlement re Upholsterers
Appendix H	Sick Leave Credit and Gratuity Plan
Appendix I	Self-Funded Leave Plan
Appendix J	Re: Article 1.6.2
Appendix X	Form of Agreement for Contracting Out

APPENDIX A (Contracting Out)

THIS COLLECTIVE AGREEMENT made as of the _____ day of _____,

BETWEEN:

(The "Contractor")
and
Maintenance & Construction Skilled Trades Council
(The "Council")

The Contractor and the Council, on its own behalf and on behalf of its affiliated local unions ("the Affiliated Unions") agree, each with the other, as follows:

1. The general purpose of this Agreement is to establish and maintain satisfactory relations with the Council, its Affiliated Unions and their members, the Contractor, its employees and their subcontractors and their employees who are engaged in construction and/or maintenance work for the Toronto District School Board ("the Board") at any project or job in any of the Board's buildings in the City of Toronto or on any of its property in the City of Toronto ("the Work").
2. The Contractor hereby recognizes the Council as the exclusive bargaining agent for all construction and maintenance employees engaged by it in any work for the Board at any project or job in any of the Board's buildings in the City of Toronto or on any of its property in the City of Toronto ("the Work").
3. The Contractor agrees to:
 - a) employ only members in good standing of the Affiliated Unions to perform the Work and agrees to remit the working dues of the Council to the Council, in accordance with "Article 1.5 -Union Security" of the Collective Agreement between the Board and the Council ("Collective Agreement") and the Letter of Understanding between the Board and the Council dated May 23, 2005, including renewals thereof;
 - b) let or sublet contracts only to contractors who are a party to or bound by a Collective Agreement with the Council in the form of this Appendix A and the applicable Provincial/Principal Agreements binding upon the Affiliated Unions covering the said Work;
 - c) ensure and require that only contractors who are party to or bound by a Collective Agreement with the Council in the form of this Appendix A and the applicable Provincial/Principal Agreements binding upon the Affiliated Unions covering the said Work shall be let or sublet any contracts with respect to any of the Work in which the Contractor is engaged regardless of whether the Contractor has a contractual relationship or otherwise with any contractor or subcontractor performing any of the Work;

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- d) in addition to the above-noted obligations in Section 3 hereof, the Contractor agrees to recognize, observe and be bound by the applicable Provincial/Principal Agreements binding upon the Affiliated Unions covering the said Work and the following relevant provisions of the Collective Agreement, i.e. Article 1.5 - Union Security, including renewals thereof, and, accordingly, the Contractor will be considered to be the employer in the place of the Board under the "Collective Agreement" in all respects and for all such purposes. In the event of a conflict, the provisions of the applicable Provincial/Principal Agreements prevail;
 - e) in addition to the obligations in Section 3 a), b) and c) hereof, a contractor performing construction work who is listed in Appendix D of the "Collective Agreement" at schools listed in Appendix D of the Collective Agreement agrees to recognize, observe and be bound by the following relevant provisions of the "Collective Agreement" (all provisions applicable to the ICI Temporary Employees), including renewals thereof, and accordingly the Contractor will be considered to be the employer in the place of the Board under the Collective Agreement in all respects and for all purposes, including the grievance and arbitration provisions of such Collective Agreement;
 - f) in addition to the obligations in Section 3 a), b) and c) hereof, a Contractor performing any work which is not covered by any of the Provincial/Principal Agreements binding upon the Affiliated Unions agrees to recognize, observe and be bound by the following relevant provisions of the "Collective Agreement" (Rates of Pay in Appendix B, Hours of Work, Pay in lieu of Benefits, Vacation, Statutory Holiday pay, Union Security, the Grievance Procedure and Arbitration Provisions), including renewals thereof, and accordingly, such Contractor will be considered to be the employer in the place of the Board under said Collective Agreement in all respects and for all purposes, including the grievance and arbitration provisions of such Collective Agreement.
4. Any failure by the Contractor or any of the contractors referred to in subsection 3 (c) hereof to comply with any of the obligations set forth in Section 3 of this Agreement and/or applicable provisions of the Collective Agreement referred to in Section 3, shall entitle the Council to grieve the Contractor under the grievance procedure contained in the Collective Agreement and to invoke the Ontario Labour Relations Act.
 5. This Agreement shall remain in force for a period of one (1) year from the date hereof and shall continue in force from year to year thereafter unless either party shall furnish the other with written notice of termination of or proposed revision of this Agreement not less than sixty (60) days before the date of its termination or in any like period in any year thereafter provided, however, that this Agreement shall remain in full force and effect until completion of all jobs and projects that have been commenced during the operation of this Agreement.

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6. This Agreement shall be binding upon the Contractor, its successors, assigns, substitutes and associated or related entities.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives on their behalf as of the date and year first above written.

[NAME OF CONTRACTOR]

MAINTENANCE & CONSTRUCTION
SKILLED TRADES COUNCIL

Per: _____

Per: _____

APPENDIX B (Wages)
Hours = 37.5 per week

CLASSIFICATION	RATE	RATE	RATE	RATE
STRUCTURAL/FINISHING TRADES				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
Carpenter	33.18	34.18	35.21	36.27
Lather	32.09	33.05	34.04	35.06
Lock Smith	33.18	34.18	35.21	36.27
Glazier	30.92	31.85	32.81	33.79
Resilient Floor Worker and/or Tile Setter	29.96	30.86	31.79	32.74
Bricklayer	34.00	35.02	36.07	37.15
Cement Mason(Includes Plasterer & Mason (York)-also under "Painter"	30.07	30.97	31.90	32.86

CLASSIFICATION	RATE	RATE	RATE	RATE
METAL WORKER				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
Fire Equipment Mechanic	25.27	26.03	26.81	27.61
Iron Worker	32.61	33.59	34.60	35.64
Millwright(Includes Machinist (Tor), Machine Tool Repair(Scar),Metal Worker(Etob)	35.25	36.31	37.4	38.52
Small Motor/Engine Mechanic	28.69	29.55	30.44	31.35

CLASSIFICATION	RATE	RATE	RATE	RATE
SHEETMETAL				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
Rofer	31.28	32.22	33.19	34.19
Sheetmetal Worker (Includes Sheetmetal Mechanic) (N.Yrk)	34.60	35.64	36.71	37.81

CLASSIFICATION	RATE	RATE	RATE	RATE
PAINTER				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
Painter	30.33	31.24	32.18	33.15
Plasterer	32.70	33.68	34.69	35.73
Spray Painter	30.82	31.74	32.69	33.67

CLASSIFICATION	RATE	RATE	RATE	RATE
MECHANICAL TRADES				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
HVAC Mechanic (Includes Refrigeration Mechanic) (Etob. & N.Yrk) and Air Condition /Refrigeration Mechanic (Scar, Tor., Yrk, E. Yrk)	34.98	36.03	37.11	38.22
Balancing Mechanic	36.24	37.33	38.45	39.60
Combustion Mechanic (Includes Burner Mechanic) (E. Yrk)	33.93	34.95	36.00	37.08
Insulation Mechanic (Includes Pipe Coverer (Tor)	31.87	32.83	33.81	34.82
Plumber/Steamfitter	36.24	37.33	38.45	39.60
Pneumatic Control Technician (Includes Controls Mechanic) (Yrk)	36.24	37.33	38.45	39.60
Boiler Maker	32.34	33.31	34.31	35.34
Welder	36.24	37.33	38.45	39.60
Sprinkler Fitter	36.24	37.33	38.45	39.60

CLASSIFICATION	RATE	RATE	RATE	RATE
ELECTRICAL TRADES				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
Electrician	35.06	36.11	37.19	38.31
Electronic Technician 1	35.06	36.11	37.19	38.31
Electronic Technican 2	32.57	33.55	34.56	35.60

CLASSIFICATION	RATE	RATE	RATE	RATE
GENERAL MAINTENANCE				
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
General Maintenance 1	26.53	27.33	28.15	28.99
General Maintenance 2	25.22	25.98	26.76	27.56
General Maintenance 3	23.95	24.67	25.41	26.17
General Maintenance 4	22.76	23.44	24.14	24.86
Brick Layers' Labourer	27.40	28.22	29.07	29.94
Plasterers' Labourer	27.43	28.25	29.10	29.97
Machine Operator 1	30.11	31.01	31.94	32.90
Machine Operator 2	28.53	29.33	30.15	30.99
Machine Operator 3	27.08	27.88	28.70	29.54

CLASSIFICATION	RATE	RATE	RATE	RATE
	Sept.01.08	Sept.01.09	Sept.01.10	Sept.01.11
Estimator	39.21	40.39	41.6	42.85
BAS Technician	36.24	37.33	38.45	39.60

Notes:

General Maintenance

- New Employees will be hired to General Maintenance 4.
- Permanent and Temporary Employees will proceed to the next highest General Maintenance job classification and wage rate after completing twelve (12) months of work in each classification.

Machine Operator

- A General Maintenance 1 Employee who holds a DZ license and who is required by the Employer to operate machinery requiring that license as part of the Employee's work assignment will be designated as a Machine Operator 3.
- The requirement for a Machine Operator 2 or 3 position will be a minimum of a DZ license.
- On the anniversary date of the Employee's appointment to Machine Operator 3, the Employee will proceed to Machine Operator 2.
- If the Employee ceases to hold the DZ license, the Employee will be transferred to General Maintenance 1.
- An Employee may be appointed to the position of Machine Operator 1 only upon being the successful candidate for a job posting for that position. The license requirement will be an AZ license.

SUMMER STUDENTS

Grounds

Hours/Week: 37.5 hours

Rates of Pay:

- ◆ May 1, 2009 – September 30, 2009
 - First year: \$12.57
 - Successive years: \$14.38
- ◆ May 1, 2010 – September 30, 2010
 - First year: \$12.95
 - Successive years: \$14.81
- ◆ May 1, 2011 – September 30, 2011
 - First year: \$13.34
 - Successive years: \$15.25
- ◆ May 1, 2012 – September 30, 2012
 - First year: \$13.74
 - Successive years: \$15.71

CO-OP STUDENTS

Hours/Week: 37.5 hours

Rate of Pay: to be determined in accordance with Article 1.3.3.

CONSTRUCTION STUDENTS

Hours/Week: 37.5 hours

Rates of Pay: to be determined in accordance with Article 1.3.3

APPENDIX C

(Supplemental Employment Benefits Plan)

Supplemental Employment Benefits (SEB) Plan

1. The object of this SEB plan is to supplement the Employment Insurance (E.I.) benefits received by Employees from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
2. The other requirements for receipt of a SEB are:
 - a) the Employee must apply for and be in receipt of pregnancy or adoption benefits from the Human Resources Development Canada;
 - b) an application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. benefits indicating the weekly amount to be paid by the Human Resources Development Canada;
 - c) the Employee shall sign an agreement with the Employer indicating:
 - (i) that the Employee will return to work (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Employer under this Agreement); and
 - (ii) that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
3. An Employee must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
4. An Employee who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the two-week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of E.I. benefits.
5. An Employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this plan.
6. The benefit levels paid under this plan are set out in 7. and 8. below. It is understood that consistent with current employment insurance regulations:

- a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed ninety-five percent (95%) of the Employee's normal weekly earnings, and
 - b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
7. For the two (2) week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by Human Resources Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.
8. For up to fifteen (15) weeks following the two week waiting period under 7. above, the benefit level paid under the plan shall be \$75.00 per week providing the Employee remains in receipt of E.I. benefits as set out under 4. above.
9. In accordance with current Employment Insurance regulations the Employer shall inform Human Resources Development Canada of any changes in the SEB plan and, subject to review by Human Resources Development Canada, the duration of this plan as set out above shall continue for the term of this Agreement.

APPENDIX D

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APPENDIX E

**Memorandum of Settlement
Between
The Toronto District School Board
And
The Maintenance and Construction Skilled Trades Council (MCSTC)**

**CONCERNING A PROPOSAL FOR A MAINTENANCE/CONSTRUCTION
BARGAINING UNIT**

The parties agree, in principle, to propose at the Ontario Labour Relations Board one industrial bargaining unit, covering all skilled trades working in maintenance and/or construction for the Toronto District School Board (TDSB), in the City of Toronto, provided that:

1. The Maintenance and Construction Skilled Trades Council (MCSTC) confirms that it binds the following unions:
 - a) Local 353, International Brotherhood of Electrical Workers
 - b) Local 46, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the U.S. and Canada
 - c) Local 95, International Association of Heat and Frost Insulators and Asbestos Workers
 - d) Local 2, International Union of Bricklayers and Allied Craftsmen
 - e) Toronto-Central Ontario Building and Construction Trades Council
 - f) Local 27, Carpenters and Allied Workers, United Brotherhood of Carpenters and Joiners of America
 - g) Local 721, International Association of Bridge, Structural and Ornamental Iron Workers
 - h) District Council 46, International Brotherhood of Painters and Allied Trades
 - i) Local 675, United Brotherhood of Carpenters and Joiners of America
 - j) Local 30, Sheet Metal Workers' International Association
 - k) Local Lodge 235, International Association of Machinists and Aerospace Workers
 - l) Local 557, International Brotherhood of Painters and Allied Trades
 - m) Local 1819 (Glaziers), International Brotherhood of Painters and Allied Trades

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- n) United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 787
 - o) Local 3219, United Brotherhood of Carpenters and Joiners of America
2. Outstanding applications for construction certification by any union named in 1. above shall be adjourned sine die; and
3. The parties further agree that this industrial bargaining unit be established with the following conditions:
- a) the ICI construction agreements shall apply to the TDSB only for purpose of wages and total union benefit package for temporary employees;
 - b) the following shall be exempt from union-only construction provisions but shall be subject to Metro Fair Wage schedules for ICI construction:
 - (i) New or replacement schools or buildings or additions to existing schools or buildings of more than five hundred (500) square feet floor area, including directly-related changes; and
 - (ii) Extensive changes to existing schools or buildings (defined as costing \$1,000,000. or more) which are no longer adequate to meet program requirements and/or require substantial upgrading of building elements/systems to meet current code requirements and standards.
 - c) Unskilled job classes of labourers (excluding “general maintenance” as previously defined in the predecessor North York Board of Education) shall be part of a separate bargaining unit (operations bargaining unit);
 - d) Non-skilled work may be the work of the operations bargaining unit. The definition of non-skilled work will be included in the collective agreement and will focus on the list of tasks set out in Attachment #1 and the existing practices of predecessor boards respecting caretakers and chief/head caretakers;
 - e) When dispatching temporary staff from the hiring halls, the unions shall maximize the dispatch of staff who possess TDSB experience and skill and;
 - f) The existing contracting practices in the geographic areas of the predecessor boards of education for Scarborough, York and Etobicoke shall continue until a date no later than August 31, 1999.
 - g) All contractors who have worked at Scarborough, York and Etobicoke and are not signatory to a union agreement at an ICI construction affiliate of the MCSTC shall be given access to the union hiring hall for the dispatch of workers to perform the construction/repair at the existing location of the former Boards of Scarborough, York and Etobicoke.

These contractors will be given the opportunity to sign a voluntary recognition agreement with the appropriate ICI construction affiliate.

All employees of these companies will be given the opportunity to join the appropriate ICI construction union. They will be given the opportunity to use the training facilities to upgrade their skills at no cost to the workers.

- h) All maintenance in the existing buildings shall be performed by members of the skilled trades represented by the MCSTC. All construction except as set out in this conceptual proposal shall be performed by members of the skilled trades represented by MCSTC.
- i) Maintenance shall be defined as projects in which the major portion of the work involves, repairs, replacement in kind and/or upgrading of existing building components or systems to keep the plant or facilities operating in good order. This shall exclude repairs or replacements covered by warranty.

Signed this 27th day of February, 1998

(original signed copy by representatives of the TDSB and MCSTC is on file in Employee Services)

ATTACHMENT #1 TO APPENDIX E – Memorandum of Settlement Dated the 27th day of February, 1998

TRADE	TASK	TOOLS REQUIRED
Pipecovering		
Brickwork	Caulking repairs around windows and doors	Caulking gun; scrapers and backing rod
Concrete	Remove debris from outside drain grates Minor interlocking brick (pavers) repairs	
Carpentry	Hang pictures, interior signs, install pencil sharpeners and small fixtures Tighten cabinet hinges and handles Tighten hinge screws, refasten loose hardware (hinges, pulls, locks), shelves, bulletin boards, etc. Minor weatherstrip repairs Minor furniture repairs	Hammer, electric drill, pliers, screwdriver
Combustion	Operating engineer in steam plant and caretaker in hot water plant to conduct normal boiler room daily check for anything they could hear, see or smell which is not normal (such as noisy bearings, squeaky belt, gas smell, fuel oil or water leaks, etc.) Also they should check for any unnatural conditions or alarms showing on boiler control panels and report unnatural observations to Work Order Desk Clean fuel oil strainers	Training for caretakers by experienced Chief Caretaker. Assistance from Trade Supervisors will be provided as requested. Only by training operating engineer, wrench is needed
Electrical	Replace damaged outlet and switch covers Replace damaged light covers	Screwdriver Pliers
Glazing	Remove and dispose of broken panes of glass and make area safe Temporarily tape cracked glass with glass pitch Secure perimeter of doors and windows with plywood to avoid after-hours call-outs	Safety glasses and gloves Screwdriver, chisel Glass patch, pliers, hammer, saw, glazing tape and putty

TRADE	TASK	TOOLS REQUIRED
Ironwork	Toilet partitions – tighten loose screws Windows – temporarily wire shut broken latches Minor adjustments/repairs to lockers Chainlink fences – replace loose and missing tie wires Fixed ladders – inspect fixed ladders monthly and tighten loose connections	Screwdriver Pliers, hammer Wrench
Locksmith	Unplug vandalized locks	Awl, screwdriver
Machinist	Reattach door closers and other door hardware Clean and make minor repairs to plant operations equipment Both Chief Caretakers and caretakers to report any abnormal conditions in mechanical or fan rooms (such as squeaky belts, noisy bearings, or knocking compressors)	Screwdriver Training to be provided by Chief Caretakers and/or specific trade
Flooring	Minor repairs to tiles, carpet Reglue existing baseboards	Glue, tape, scraper
Painting	Remove and replace classroom furniture for painting projects Remove graffiti from all non-masonry surfaces Wash walls when required Paint floors in basements, boiler rooms and fan rooms	Solvents, rags, detergent, bucket, scaffold Paint, brushes, rollers
Plastering	Patch minor holes, scratches, dents, etc. in plaster and dry wall surface Replace damaged lay-in ceiling tiles	Polyfilla, scraper, Sandpaper
Plumbing	Unplug toilets Reaffix toilet paper, towel and soap dispensers Replace washers if faucets can be isolated and are not complex	Plunger Screwdriver, pliers, wrench, electric drill Screwdriver, pliers, wrench
Roofing	Inspect roofs after each rain and winter thaw to ensure that the drains are clear and there is no standing water on roof Remove leaves and debris from roofs	Bucket, rake
Window Cleaning	Remove blinds, label and send to trade via Work Order; replace when repaired Remove and send venetian blinds for repairs; replace when fixed Remove, clean and replace curtains Adjust drapes and tracks, reattach loose tracks, pulleys and associated hardware	Screwdriver, ladder
Sheetmetal	Replace all air filters at fans in ducts	

TRADE	TASK	TOOLS REQUIRED
Steamfitting	Check operations of humidification system during winter season and report any problems Check mechanical rooms and fan rooms for leaky coils or valves and report immediately Check ground floor for hot spots and report (this identifies any broken heating lines under floors)	Training to be provided by Chief Caretaker and/or specific trade
Temperature Control	Check operation of motorized air damper and report any seized or broken dampers Check for air leaks in thermostats and control valves or actuators and report Check operation of pneumatic air compressors and drain condensate daily	Training to be provided by Chief Caretaker and/or specific trade

APPENDIX F

**Memorandum of Agreement
BETWEEN
The Toronto District School Board
(TDSB)
AND
CUPE Local 4400
AND
The Maintenance and Construction Skilled Trades Council
(MCSTC)**

The undersigned parties agree to the formation of a maintenance and construction bargaining unit ("Unit E") at the Toronto District School Board and that the bargaining agent for this unit shall be the Maintenance and Construction Skilled Trades Council. The following terms and conditions apply to this agreement.

1. Group E shall be defined as: "All skilled trades employees employed by the Toronto District School board in the City of Toronto to carry out the following functions:

- maintenance; and
- construction

save and except:

- forepersons;
- assistant supervisors other than the Assistant Trade Supervisor in the former City of Toronto Board of Education and Acting Trade Supervisors of the former North York Board of Education
- persons above these ranks; and
- any persons who are covered by other bargaining units."

For purpose of clarity, in the description of the bargaining unit, the employees in the job classifications attached are all deemed to be skilled trades employees who shall be included in Bargaining Unit E. The Group E bargaining unit shall include the trade jurisdictions of the construction unions affiliated with the MCSTC as set forth in their respective provincial ICI collective agreements and for the IBEW the trade/work jurisdiction in the provincial Principal Agreement.

2. Skilled Trades maintenance work as set forth in the attached Schedule A may be performed by caretakers/head caretakers and members of MCSTC affiliates. The list of duties may be performed on an as-needed basis by on-site caretakers/ head caretakers. The list of duties in Schedule A which are designated with an asterisk (*) are subject to the protection of Article 3 h) of the February 27th memorandum of settlement between the TDSB and the MCSTC, namely the work will only be performed either by caretakers/head caretakers or members of the skilled trades represented by MCSTC. The employer shall determine which employees shall be assigned the work on Schedule A. There shall be no restrictions or limitations on the assignment of work in Schedule A other than as set forth in this agreement or in Schedule A.
3. Construction work shall remain the jurisdiction of the MCSTC.

4. All new temporary employees shall come from the hiring hall of the appropriate MCSTC construction affiliate where applicable.
5. Maintenance improver positions will remain in the operations bargaining unit but when vacancies occur, they will not be filled and the job classifications will be phased out by attrition of the incumbents. Incumbent improvers will be given first consideration for any apprenticeship with the TDSB for which the incumbent improver has the requisite qualifications.
6. Employees in skilled trades classifications currently represented by CUPE Local 4400 will be transferred into Group E. Such employees shall be entitled to retain their full seniority rights on transfer subject to the provisions of Bill 136 and may rely on those rights in case of a reduction of the workforce. For greater certainty, temporary employees shall be subject to layoff prior to permanent employees in their job classification. Permanent employees shall be laid off in their job classification in reverse order of their seniority with the TDSB and its predecessor Boards and recalled in order of seniority.
7. The Toronto District School Board will use its best efforts and will provide as soon as is practicable a comprehensive training programme for caretakers and head caretakers in the Operations bargaining unit in order to ensure that their skills are upgraded to the extent necessary to enable them to perform the work as assigned from the appendix A attached to the Memorandum of Settlement between the TDSB and the MCSTC dated February 27th, 1998.
8. The parties agree to resolve by expedited arbitration before Susan Tacon any disputes that may arise from the interpretation or application of this agreement.
9. This agreement is subject to the approval of the Ontario Labour Relations Board and shall be endorsed as a Board order.

SIGNED MAY 22, 1998

(original signed copy by representatives of the TDSB, CUPE 4400 and MCSTC is on file in Employee Services)

**ATTACHMENT #1 TO APPENDIX F – Memorandum of Agreement Dated
May 22, 1998**

Schedule “A”

(Note: Asterisk is defined in #2 above)

TRADE	TASK
Pipecovering	Daily inspection of pipecovers Visual pipecovering inspection and labeling
Brick Work	Caulking repairs around windows and doors*
Concrete	Remove debris from outside drain grates
Carpentry	<p>Hang pictures, interior signs, install pencil sharpeners and small fixtures</p> <p>Tighten cabinet hinges and handles</p> <p>Tighten hinge screws; refasten loose hardware (hinges, pulls, locks) shelves, bulletin boards, etc.</p> <p>Minor weatherstrip repairs</p> <p>Minor furniture repairs Minor repair, replace and minor installation of hardware</p> <p>Minor upkeep of wooden playground and fencing Replace damages ceiling tiles</p>
Combustion	<p>Conduct normal boiler room check for anything they could hear, see or smell which is not normal (such as noisy bearings, squeaky belt, gas smell, fuel oil or water leaks, etc.); also they should check for any unnatural conditions or alarms showing on boiler control panels and report unnatural observations to Work Order Desk</p> <p>Check all boiler room operations and perform preventative maintenance and routine corrective maintenance, such as:</p> <ul style="list-style-type: none"> ● Drain oil compressors ● Clean fuel oil strainers ● Punching tubes* ● Testing and maintaining chemical water treatment system ● Check all pumps and motors, also maintenance such as greasing and belts ● Filter changes ● Cleaning scale in hot water tank, etc. ● Cleaning rads and vents ● Setting thermostats ● Minor refractory work (cleaning and patching)* ● Maintain pumps*

<p>Electrical</p>	<p>Install fluorescent lamps</p> <p>Replace damaged outlet and switch covers</p> <p>Replace damaged light covers</p> <p>Check daily operation of electrical systems and report defects to work order desk Inspect generators</p> <p>Inspect, maintain and minor repairs to caretaker's equipment and replace equipment cord caps. However, equipment must be checked annually by a certified electrician.</p> <p>Test GFI circuit breakers</p> <p>Replace motor control low voltage control fuses</p> <p>Test GFI duplex receptacles (plugs)</p> <p>Tighten loose screws on duplex receptacles (plugs)</p> <p>Tighten loose screws on light switches</p> <p>Cutting light diffusers Inspect and maintain stage lighting</p> <p>Reset timers and maintain belt timer systems</p> <p>Inspect and maintain emergency generators, inverters and batteries*</p> <p>Check engine oil, radiator water and battery water for emergency generator, add and change fluid if necessary. Tighten connections, lubricate as required; check batteries for loose connection, corroded or dirty terminals. Clean and tighten connections as required. Top up distilled water, clean oxidation from terminals.</p> <p>Inspect and operational test for fire alarm systems, fire cabinets and emergency lighting systems</p> <p>The following electrical work is shared work but will be done exclusively by electricians when it is part of a work order or a planned repair list. The shared work for these items will be the replacement of individual parts on a small quantity basis.</p> <p>Replace defective 110 volt ballasts*</p> <p>Replace defective single pole 110 volt light switches, defective 110 volt outlets, defective 110 volt plug fuses*</p> <p>Replace damaged clocks that are not programmed clocks controlled by the master system*</p>
<p>Glazing</p>	<p>Remove and dispose of broken panes of glass and make area safe</p> <p>Temporarily tape cracked glass with glass patch</p> <p>Secure perimeter of doors and windows with plywood to avoid after-hours call outs</p> <p>Minor repair of broken glass with new glass</p>

Ironwork	<p>Toilet partitions, tighten loose screws</p> <p>Windows, temporarily wire shut broken latches</p> <p>Minor adjustments/repairs to lockers</p> <p>Fix ladders, inspect fixed ladders monthly and tighten loose connection*</p> <p>Chainlink fence, replace loose and missing tire wires</p>
Locksmith	<p>Unplug vandalized locks not requiring disassembly</p> <p>Minor adjust and repair panic bars and door closures</p>
Machinist	<p>Tighten loose screws on door closures and other door hardware</p> <p>Clean and make minor repairs to plant operations equipment</p> <p>Report any abnormal conditions in mechanical or fan rooms (such as squeaky belts, noisy bearings, or knocking compressors)</p> <p>Oil, grease compressors and fans</p> <p>Change filters</p> <p>Maintenance inspection of generators</p>
Flooring	<p>Minor repairs to tiles carpet and baseboards</p> <p>Scrubbing and refinishing flooring</p>
Painting	<p>Remove graffiti from all surfaces</p> <p>Paint floors in basements, boiler rooms, fan rooms and caretaking rooms</p>
Plumbing	<p>Re-affix toilet paper, towel and soap dispensers</p> <p>Adjust water fountains</p> <p>Clean traps on lab sinks</p> <p>Replace washers if faucets can be isolated and are not complex</p> <p>Replace toilet seats</p> <p>Replace aerators</p> <p>Change plugs and chains for sinks and basins</p> <p>Unplug toilets and urinals with plungers and hand snakes</p> <p>The following plumbing work is shared work but will be done exclusively by plumbers when it is part of a work order or a planned repair list. The shared work for these items will be the replacement of individual parts on a small quantity basis.</p>

	<ul style="list-style-type: none"> • Hot water tank, routine maintenance, including summer maintenance and minor cement repair to hot water tank* • Replace tap washers and o-rings, diaphragms on flushometers* Clear and unplug traps and sinks* • Adjust Bradley basins* • Tighten leaky gate valves*
Roofing	Inspect roofs and flashing*
Sheetmetal	Replace all air filters at fans and in ducts*
Steamfitting	<p>Check operations of humidification system during winter season and report any problems</p> <p>Check mechanical rooms and fan rooms for leaky coils or valves</p> <p>Check ground floor for hot spots</p>
Temperature Control	<p>Check operation of motorized air damper and report any ceased or broken dampers</p> <p>Check for air leaks and thermostats and control valves or actuators</p> <p>Check operation of pneumatic air compressors and drain condensate daily</p> <p>Adjust temperatures</p>
Landscaping/ Groundskeeping	Cutting, pruning, flower planting, rake and remove leaves, snow shoveling

**ATTACHMENT #2 TO APPENDIX F – Memorandum of Agreement Dated
May 22, 1998**

Group “E”

Position Title	Former Board	Union	Local	Body Count
Carpenter	East York	UBCJA	3219	3
Electrician	East York	UBCJA	3219	2
General Maintenance	East York	UBCJA	3219	3
Plumber/Steamfitter	East York	UBCJA	3219	1
Refrigerator Mechanic	East York	UBCJA	3219	1
Small Motor Mechanic	East York	UBCJA	3219	2
Carpenter	Etobicoke	CUPE	808	7
Electrician	Etobicoke	CUPE	808	4
Electronic Technician	Etobicoke	CUPE	808	2
Glazier	Etobicoke	CUPE	808	5
HVAC Mechanic	Etobicoke	CUPE	808	3
Metal Worker	Etobicoke	CUPE	808	2
Painter	Etobicoke	CUPE	808	2
Plumber/Steamfitter	Etobicoke	CUPE	808	4
Refrigerator Mechanic	Etobicoke	CUPE	808	1
Tile Setters	Etobicoke	CUPE	808	1
Apprentice Carpenter – Seasonal	North York	UBCJA	3219	1
Assistant Balancing Mechanic	North York	UBCJA	3219	0
Balance Mechanic – Seasonal	North York	UBCJA	3219	0
Balancing Mechanic	North York	UBCJA	3219	2
Bricklayer	North York	UBCJA	3219	2
Bricklayer – Seasonal	North York	UBCJA	3219	0
Bricklayer Labourer – Seasonal	North York	UBCJA	3219	1
Carpenter	North York	UBCJA	3219	22
Carpenter – Seasonal	North York	UBCJA	3219	0
Electrician	North York	UBCJA	3219	16
Electrician – Seasonal	North York	UBCJA	3219	0
Electronic Technician	North York	UBCJA	3219	17
General Maintenance – Seasonal	North York	UBCJA	3219	10
General Maintenance Worker	North York	UBCJA	3219	18
Glazier	North York	UBCJA	3219	4
Glazier – Seasonal	North York	UBCJA	3219	0
Insulation Mechanic	North York	UBCJA	3219	1
Lead Hand	North York	UBCJA	3219	0
Locksmith	North York	UBCJA	3219	3

Position Title	Former Board	Union	Local	Body Count
Locksmith – Seasonal	North York	UBCJA	3219	1
Millwright	North York	UBCJA	3219	1
Millwright – Seasonal	North York	UBCJA	3219	1
Painter	North York	UBCJA	3219	8
Painter – Seasonal	North York	UBCJA	3219	0
Plasterer	North York	UBCJA	3219	2
Plumber	North York	UBCJA	3219	7
Pneumatic Control Technician	North York	UBCJA	3219	1
Pneumatic Control Technician – Seasonal	North York	UBCJA	3219	0
Refrigeration Mechanic	North York	UBCJA	3219	3
Roofer	North York	UBCJA	3219	2
Roofer – Seasonal	North York	UBCJA	3219	0
Small Motor Mechanic	North York	UBCJA	3219	1
Spray Painter	North York	UBCJA	3219	1
Steamfitter	North York	UBCJA	3219	5
Steamfitter – Seasonal	North York	UBCJA	3219	0
Tinsmith	North York	UBCJA	3219	1
Welder	North York	UBCJA	3219	1
Carpenter	Scarborough	CUPE	149	16
Electrician	Scarborough	CUPE	149	11
Machine Tool Repair	Scarborough	CUPE	149	1
Painter	Scarborough	CUPE	149	11
Plumber/Steamfitter	Scarborough	CUPE	149	9
Refrigerator Mechanic	Scarborough	CUPE	149	4
Boiler Maker <5>	Toronto	IBBIBFH	128	4
Bricklayer – Seasonal	Toronto	IUBA	2	5
Bricklayer <5>	Toronto	IUBA	2	4
Carpenter – Seasonal	Toronto	UBCJA	27	15
Carpenter <5>	Toronto	UBCJA	27	14
Cement Mason	Toronto	LIUNA	506	3
Combustion Mechanic <5>	Toronto	IAMAW	235	13
Door Closer Mechanic <5>	Toronto	IAMAW	235	3
Electrician – Motors – Seasonal	Toronto	IBEW	353	8
Electrician – Motors <5>	Toronto	IBEW	353	15
Electrician – Signals – Seasonal	Toronto	IBEW	353	14
Electrician – Signals <5>	Toronto	IBEW	353	18
Electrician – Wiring – Seasonal	Toronto	IBEW	353	30
Electrician – Wiring <5>	Toronto	IBEW	353	9
Fire Equipment Mechanic <5>	Toronto	IAMAW	235	2
Glaziers	Toronto	IBPAT	1819	5

Glaziers – Seasonal	Toronto	IBPAT	1819	4
Iron Worker <5>	Toronto	IABSOW	721	7

Position Title	Former Board	Union	Local	Body Count
Lather – Seasonal	Toronto	UBCJA	675	4
Lather <5>	Toronto	UBCJA	675	5
Locksmith <5>	Toronto	IAMAW	235	8
Machinist <5>	Toronto	IAMAW	235	11
Painter	Toronto	IBPAT	DC46	13
Painter – Seasonal	Toronto	IBPAT	DC46	15
Pipe Coverer	Toronto	UAHFIAW	95	4
Plasterer – Labourer	Toronto	LIUNA	506	1
Plasterer – Labourer – Seasonal	Toronto	LIUNA	506	1
Plasterer – Seasonal	Toronto	IBPAT		3
Plasterer <5>	Toronto	IBPAT		2
Plumber/Steamfitter – Seasonal	Toronto	UAJAPP	46	21
Plumber/Steamfitter <5>	Toronto	UAJAPP	46	16
Resilient Floor Worker	Toronto	UBCJA	27	3
Roofer	Toronto	SWIA	30	1
Sheetmetal Worker – Seasonal	Toronto	SWIA	30	8
Sheetmetal Worker <5>	Toronto	SWIA	30	8
Temperature Control Mechanic <5>	Toronto	UAJAPP	46	4
Tile Setters	Toronto	MTTU	31	3
Carpenter	York	CUPE	994	4
Electrician	York	CUPE	994	3
General Maintenance	York	CUPE	994	3
Locksmith	York	CUPE	994	1
Painter	York	CUPE	994	2
Plumber/Steamfitter	York	CUPE	994	5
Refrigeration/Air Conditioning Mechanic	York	CUPE	994	1
Small Motor Mechanic	York	CUPE	994	1

APPENDIX G

**Memorandum of Agreement
BETWEEN
The Toronto District School Board
(TDSB)
AND
CUPE Local 4400
AND
The Maintenance and Construction Skilled Trades Council
(MCSTC)
AND
The United Steelworkers of America
(USWA)**

1. The undersigned parties agree to the inclusion of the Job Classification of Upholsterer for which the USWA held bargaining rights with the Predecessor Toronto Board of Education in Bargaining Unit "E" as described in the Memorandum of Agreement dated May 22, 1998. The provisions of the May 22, 1998 agreement shall apply to this agreement, where applicable.
2. The parties further agree that the work of cleaning and repair of window coverings may be performed by caretakers/Head Caretakers and members of MCSTC affiliates.
3. The USWA agrees to the bargaining unit description contained in paragraph 1 of the May 22, 1998 Memorandum of Agreement and that the MCSTC shall be the bargaining agent for Bargaining Unit "E".

Dated in Toronto this 22nd day of May, 1998

(original signed copy by representatives of the TDSB, CUPE 4400, USWA and MCSTC is on file in Employee Services)

**APPENDIX H
(Sick Leave
Credit and Gratuity Plan)**

SICK LEAVE CREDIT AND GRATUITY PLAN

PART I – GENERAL

1. In this Plan,
 - a) "Board" means the Toronto District School Board;
 - b) A "Credit" means a sick leave credit entitling an eligible Employee to be paid his/her salary for one day under the provisions of this Plan during his/her absence from duty.
 - c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
 - d) The "Working Year" shall commence on the first day of January.
 - e) "Basic Salary" means salary as per relevant schedule of the Collective Agreement, exclusive of overtime and is prorated for part-time employees.
 - f) "Predecessor Board" means: The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director or designate.
3. The Director or designate shall in accordance with the terms of the Plan have power to do and perform all things necessary for the conduct of the Plan, including the power to allow or disallow any Credits or deductions thereof and to compute upon severance of employment the number of credits to which the Employee is entitled.
4.
 - a) The Director or designate shall be responsible for keeping a record of accumulated Credits and deductions therefrom.
 - b) Credits shall be recorded in an Employee's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.
5.
 - a) Those included in the Plan shall be all Permanent Employees.

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- b) Those not included in the Plan shall be persons employed on a temporary basis or as Summer Students.
6.
 - a) At the beginning of each working year there shall be placed in the sick Leave account of each Employee included in the Plan on a working year of twelve (12) months, twenty-four (24) credits, and on a working year of less than twelve (12) months a prorated number of credits.
 - b) At the beginning of his/her employment there shall be placed in the sick leave account of each Employee included in the Plan whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.
 - c) An Employee absent from duty at the start of a Working Year and who has exhausted his/her Credits shall not be entitled to sick leave credit for such Working Year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis. Subject to Article 4.2.1, an employee absent on unpaid leave of absence (with the exception of Statutory Leave) at the start of a Working Year shall not receive any sick leave Credits for such year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis.
 7. The credits of each Employee included in the Plan shall be accumulated in his/her sick leave account from year to year.
 8. To the extent that an Employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

PART II - CREDITS FROM PREVIOUS PLANS AND TRANSFERS

9. Where an Employee ceases to be employed by the Board:
 - a) the number of credits standing to his/her Credit under the Plan shall be reduced by two (2) credits for each month or part of a month remaining in the Working Year of such Employee;
 - b) If the Employee receives a gratuity or other allowance calculated in relation to or on the basis of the Credits in his/her sick leave account, the Credits standing to his/her credit shall be reduced to zero (0).
10. Where an employee of a school board, municipality or local board thereof within the Province of Ontario, that had established a sick leave credit plan, becomes an Employee of the Board, the Board shall, place to his/her credit in his/her sick leave account that number of Credits equal to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of Credits to be so placed shall not exceed the number of Credits that would have been accumulated at the rate

set under the Plan.

11. In the event of re-employment the Director or designate shall reinstate the Credits standing to the credit of the Employee on resignation unless such reinstatement is specifically prohibited by Statute (subject to Section 9 b)).

PART III - ABSENCE DUE TO ILLNESS WITH DEDUCTIONS FROM CREDITS

12. a) Absence for illness of the Employee for a period of five (5) consecutive working days or less may be certified by the appropriate manager/principal.

b) Absence for illness over five (5) consecutive working days shall be certified by a licensed medical practitioner, a licensed chiropractor or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases there may be exemptions at the discretion of the Director or designate.
13. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Employee shall be entitled to payment under the Plan.
14. The Director or designate may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery or may appoint a medical practitioner or licentiate of dental surgery at the Board's expense.
15. As soon as possible, an Employee who is absent from duty due to illness, injury or dental condition shall notify the Board of the date at which the Employee plans to return to duty.
16. Should the Employee have obtained a certificate indicating that the Employee is medically fit to resume duty, the Employee shall so notify the Board.
17. Subject to the provisions relating to the Workplace Safety and Insurance Board as outlined in Section 19, a Credit shall be deducted from an Employee's sick leave account for each day of absence due to illness or dental condition for which the Employee's salary is paid, and no salary payments shall be made to an Employee for his/her absence due to illness or dental condition beyond the number of Credits in his/her sick leave account.
18. Subject to the provisions relating to the Workplace Safety and Insurance Board, each Employee who is absent from duty due to illness or dental condition shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the Credits in his/her account.
19. Nothing herein precludes an Employee from receiving sick leave pay if absent because of complications arising out of her pregnancy or post delivery recovery

period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

PART IV – ABSENCE WITH PAYMENT UNDER THE WORKPLACE SAFETY AND INSURANCE ACT

20. Where an Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act:
- a) such Employee shall be entitled to receive payment under the Plan of the difference between his/her salary and the amount of such award but only to the extent of the credits in his/her account; and
 - b) there shall be no deduction of credits for payments made under the provisions of the Workplace Safety and Insurance Act but such absence from duty shall result in deductions from Credits.

PART V - SICK LEAVE CREDIT GRATUITIES

21. A sick leave Credit gratuity shall be paid:
- a) to an Employee who retires and is eligible to receive a normal or early pension or annuity according to the terms and conditions under the Ontario Municipal Employees' Retirement System or the Teachers' Pension Plan;
 - b) to an Employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
 - c) to a named beneficiary or to the estate of an Employee who dies while in the employment of the Board;

and the amount of such sick leave Credit gratuity shall be calculated as hereinafter provided.

22. The sick leave Credit gratuity to be paid shall be equal to two percent (2%) of the final annual basic salary of the Employee at the time of his/her retirement, disability or death, multiplied by the number of full years' service with the Board as a member of the Plan, provided that the amount of such payment shall not exceed the Statutory limit. For Employees on a working year of twelve (12) months this Statutory limit would be the lesser of:
- a) annual salary divided by 240 x Accumulated Sick Leave x 1/2
 - b) annual salary x 1/2.
23. Such sick leave Credit gratuity shall be reduced by any monies which an Employee received as a service gratuity (plus accrued interest at six percent (6%) compounded semi-annually from the date of payment of the gratuity) from any Predecessor Board.

24. For the purpose of calculating the amount of sick leave Credit gratuity, only Credits earned by the Employee during employment with the Board or Predecessor Board shall be taken into account. Credits accumulated from other employment will be used first in the case of illness but will not be used in the calculation of the gratuity.
25. The service gratuity plan in force in the Predecessor Boards of North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by a Predecessor Board prior to January 1st, 1972.

PART VI - MISCELLANEOUS LEAVE

26. Application for miscellaneous leave shall be made to the Director or designate. With the exception of leaves referred to in subparagraphs 27 f), 27 j) and 27k), (below) such application shall be made in writing at least ten (10) working days prior to the day for which the leave is requested.
27. The Director or designate may grant miscellaneous leave up to a maximum in any one (1) year of five (5) days to an Employee on a Working Year of less than twelve (12) months, and six (6) days to an Employee on a working year of twelve (12) months, without loss of salary but with deductions from Credits accumulated under the Plan for the purpose of:
 - a) attending the graduation of a husband, wife, son or daughter, parent or grandchild from a recognized post secondary institution,
 - b) attending an adult drama or music festival in which the Employee is a participant,
 - c) attending trustee or other relevant conventions when the Employee is a trustee in another municipality or is a member of a municipal council,
 - d) participating in tournaments or athletic track and field meets related to Olympic Games, or finals of national competitions approved by the Employer,
 - e) moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Director or designate, limited to once during the school year,
 - f) caring for a member of the Employee's immediate family in a case of serious illness when the Employee has been unable to obtain other proper care for such member,
 - g) attending the funeral of a close relative or close friend,
 - h) attending as president or senior executive officer at approved convention, meeting or other function of a lodge, service club, church council, alumni association or recognized community organization,

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- i) observing Board recognized days of religious observance,
 - j) a father attending the birth of the father's child,
 - k) when adoption leave is not taken and circumstances require the Employee to be present during the adoption procedure,
 - i) under special circumstances for reasons approved by the Director or designate.
28. The Director or designate shall grant an absence of up to three (3) days without loss of salary and sick leave credits to an Employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters, grandparents and grandchildren. Under special circumstances for reasons approved by the Director or designate additional days may be granted required for traveling time or other special circumstances.
29. The Director or designate may grant miscellaneous leave, other than that limited to five (5) or six (6) days in paragraph 28 hereof without loss of salary and without deductions from Credits accumulated under the Plan, for the purpose of:
- a) writing university or similar examinations,
 - b) attending the Employee's own graduation,
 - c) quarantine or other order of the medical health authorities,
 - d) jury duty or duty as a witness in any court to which he/she had been summoned in any proceedings to which he/she is not a party or one of the persons charged but Credits may be deducted for absence as provided in the Employer's regulations governing Miscellaneous Leaves or,
 - e) under special circumstances for reasons approved by the Director or designate.

APPENDIX I (Self-Funded Leave Plan)

SELF-FUNDED LEAVE PLAN

Note: The details of this Self-Funded Leave Plan are subject to the approval of Canada Customs and Revenue Agency (CCRA) (formerly known as Revenue Canada) prior to implementation.

This Plan is designed to provide continuing Employees with an opportunity for paid leave and is not established to provide benefits to persons on or after retirement.

1. This Plan shall be open to all Permanent Employees.
2. An Employee who wishes to participate in the Plan shall make application by February 28 for a Plan commencing the following September 1st and ending August 31st or by June 30th for a Plan commencing the following January 1st, whenever is appropriate.
 - a) Notwithstanding clause 2. above, Employees shall only be permitted to commence their leave September 1st to August 31st.
3. The Employer may accept or reject an Employee's application for the Leave Plan.
4. A maximum of eight (8) Permanent Employees may receive approval for the Self-Funded Leave for any year in accordance with established selection guidelines.
5.
 - a) A committee comprised of up to two (2) Employer and up to two (2) Union representatives shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
 - b) In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
 - (i) seniority
 - (ii) job function
 - (iii) previously-taken leaves of absence (excluding Pregnancy/ Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1st or January 1st, subject to clause 2 a) above.
8. An Employee who withdraws from participation in the Plan, once commenced, for reasons other than illness or personal family emergency, shall not be

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- entitled to participate in the Plan during the balance of the Employee's employment with the Employer while covered by this Collective Agreement. Withdrawal at the option of the Employee is permitted by reason of extenuating circumstances. Payment of deferred funds upon withdrawal must be made within ninety (90) days of withdrawal.
9. An Employee on leave shall continue to accumulate seniority and experience for salary purposes and service for vacation entitlement only.
 10. An Employee shall not accrue in the year of the leave period vacation or Sick Leave Credits.
 11. In each of the four (4) years of the work period that the Employee works for the Employer, the Employer agrees:
 - a) to pay to the Employee eighty percent (80%) of the total salary, as defined in paragraph 11 c), to which but for this leave plan, the Employee would otherwise be entitled;
 - b) to continue to pay the Employer's share of the cost of the Employee's insured employee benefits; and
 - c) if applicable, to continue the Employer's contribution to the Pension Plan based on one hundred percent (100%) of the total salary (total salary is defined as grid salary plus allowances excluding expense or travel allowance).
 12. In the one (1) year of the leave period, the Employer will pay:
 - a) to the Employee, eighty percent (80%) of the total salary to which the Employee would otherwise be entitled if the Employee were not on the leave of absence.
 - b) one hundred percent (100%) of the cost of the Employer's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence; and
 - c) if applicable, its contribution to the Pension Plan for contributions based on one hundred percent (100%) of the total salary.
 13. In consideration of salary and the share of insured employee benefits which will be paid by the Employer during the leave period, as set out in paragraph 12 above, the Employee agrees to the reduced salary which will be paid by the Employer during the work period, as set out in paragraph 11 above.
 14. Payments to the Employee during the leave period shall become due and be paid on the Employer's regular payroll dates. Payments must be completed by the end of the first taxation year after the leave is taken.
 15. The Employer shall make:
 - a) the appropriate payroll deductions from the eighty percent (80%) payable to the Employee for the balance of the cost of the insured

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- employee benefits and shall make deductions for income tax purposes and other purposes as are required by law;
- b) the appropriate payroll deductions for the Pension Plan based on one hundred percent (100%) of the total salary; and
 - c) other deductions consistent with those made for other Employees who are not on leave if requested to do so by the Employee.
16. The Employer, for operational issues, may request that an Employee defer the period of leave for one (1) year. An Employee, for personal reasons, may elect to defer the period of leave for one (1) year. The Employer's request or the Employee's election shall be made not later than five (5) months prior to the starting date of the period of leave, or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of salary and employee benefits in the fifth year shall revert to one hundred percent (100%). When the postponed leave is actually taken in the sixth year, the Employer shall pay:
- a) eighty percent (80%) of the Employee's salary to the Employee; and
 - b) one hundred percent (100%) of the cost of the Employee's share of the insured employee benefits to which the Employee would otherwise be entitled if the Employee were not on the leave of absence.
17. If the Employee dies during the term of this Leave Plan before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Employee's estate. Payments of deferred funds upon death shall be made within ninety (90) days of such event.
18. If the Employee dies during the term of this Leave Plan after having commenced the leave period, the Employer shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Employer to the Employee's estate. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee's estate shall not be liable to pay this difference to the Employer. Payments of deferred funds upon death shall be made within ninety (90) days of such event.
19. If, as a result of accident, injury or illness, the Employee becomes permanently disabled during the term of this Leave Plan and, in the opinion of the Employer's doctor(s), is no longer medically fit to carry out the Employee's duties, this Leave Plan will be terminated forthwith and the Employer shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the Employer shall pay this difference to the Employee. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee shall not be required to repay this difference to the

Employer. Payments of deferred funds upon withdrawal because of accident or illness shall be made within ninety (90) days of such event.

20. In the event an Employee is granted a leave without pay during the term of this Leave Plan, the period of this Plan shall be extended by the length of the term of the leave without pay provided that the period covered by this Plan shall not exceed six (6) years in any case.
21. No interest shall be payable by the Employer or by the Employee on any monies payable by either of them under this Leave Plan.
22. Should the Employee retire, resign or accept a position with the Employer but outside the Union, this Leave Plan shall terminate forthwith and any monies payable to either party shall be determined as set out in paragraph 19. Payments of deferred funds upon retirement, resignation or reassignment outside the Union shall be made within ninety (90) days of such event.
23. This Leave Plan shall not be construed as a guarantee of employment for the term of the Plan.
 - a) An Employee returning from leave shall be placed in a position equivalent to that occupied prior to taking leave.
 - b) The Employee shall return to regular employment with the Employer for one (1) full year following the year of leave.

**APPENDIX J
(Re: Article
1.6.2)**

RE: ARTICLE 1.6.2

- Tree pruning and tree removal
- Snow removal
- Loose academic program equipment, such as gym and weight room equipment, including Nautilus
- Maintenance and/or warranty work of the following specific academic program specialty equipment by manufacturers or suppliers of such equipment:
 - Printing Presses
 - Hydraulic Paper Cutters

 - Auto Scanners, Analysis System, Dynamometers
 - Hydraulic Lifts
 - CNC Equipment
 - Mechatronics Equipment/Logic Controllers

 - Welding Machines, Tig, Mig
 - Oxy-Acetylene Gauges and Torches
 - Plasma Cutters
 - Spray Booths
 - Robotic Arms
 - Tire Machines
 - Auto Alignment Machines
 - Wheel Balancer
 - Brake Lathes

 - Ovens and Ranges
 - Industrial Dishwashers
 - Hobart Mixers
 - Industrial Fridges/Freezers

APPENDIX X (Labour Requirements)

LABOUR REQUIREMENTS

1. The Contractor agrees that all work for the Toronto District School Board (the "Toronto Board") under this contract shall be performed under the terms and provisions of the applicable ICI Provincial Agreements binding upon the affiliated unions of the Maintenance & Construction Skilled Trades Council (the "Council") provided that the Contractor or subcontractors, as the case may be, performing such work are bound by the applicable ICI Provincial Agreements. The Contractor shall ensure and require that only subcontractors who are bound by the applicable ICI Provincial Agreements shall be let or sublet any contracts with respect to any of the work in which the Contractor is engaged regardless of whether it has a contractual relationship or otherwise with any subcontractor performing any such work.
2. The Contractor agrees that the Toronto Board shall deduct from monies otherwise due to the Contractor under this contract an amount equivalent to one half of one percent (0.5%) of the contract price with such deductions to be made on a pro rata basis from each payment by the Toronto Board to the Contractor and to remit such amounts to the Council each time the Contractor is paid.
3. The Contractor agrees to indemnify the Toronto Board for any damages arising from any breach of these Labour Requirements by the Contractor.
4. It is agreed by the Toronto Board and the Contractor that, since these Labour Requirements are made expressly for the benefit of the Council, they shall be enforceable by the Council and the Contractor specifically agrees that these Labour Requirements are enforceable by the Council as if the Council were a party hereto in addition to any claim which the Toronto Board may have hereunder. The Contractor, the Toronto Board and the Council shall designate a representative to meet within two (2) working days to seek to resolve any dispute which may arise over a claim by the Toronto Board or the Council that the Contractor or any subcontractor has breached any terms or provisions of these Labour Requirements. Failing resolution of such dispute, either the Council or the Toronto Board may refer the matter to arbitration as hereinafter set forth. Any claim by the Council or the Toronto Board against the Contractor for any breach of the terms or provisions of these Labour Requirements shall be referred to any arbitrator from Construction Mediation Arbitration Services (the "Arbitrator") under the Arbitration Act of Ontario who will hear and decide the dispute within two (2) working days of receiving the claim. The Council, the Toronto Board and the Contractor shall be entitled to present evidence and make submissions before the Arbitrator who will render a final and binding decision. Without limiting the Arbitrator's jurisdiction, the Arbitrator will have jurisdiction to direct the Contractor to cease and desist from breaching the terms and conditions of these Labour Requirements and/or to direct the

Contractor to pay damages suffered by the Toronto Board or by the Council for breach of any terms or conditions of these Labour Requirements. The costs of the Arbitrator shall be borne equally by the Contractor, the Toronto Board and the Council and each of them shall be responsible for their own costs.

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