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1992 - ~~1992~~ 1993

COLLECTIVE AGREEMENT

Between

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

-and-

TORONTO - CENTRAL ONTARIO
BUILDING AND CONSTRUCTION TRADES COUNCIL

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This Agreement made this 4th day of
January, 1993

BETWEEN

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

hereinafter called *the* "BOARD"
PARTY of the FIRST PART

-and-

TORONTO-CENTRAL ONTARIO
BUILDING AND CONSTRUCTION
TRADES COUNCIL

hereinafter called *the* "COUNCIL"
PARTY of the SECOND PART.

PREAMBLE

WHEREAS the Board and the Unions, as hereinafter set out, wish to make a common Collective Agreement with respect to the employees of the Board, as defined in Article 3.01 herein, who are engaged in maintenance and construction work for the Board and to provide for and ensure uniform interpretation and application in the administration of that Agreement.

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

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

Member Unions of the Council are:

- Local No. 95 - International Association of Heat and Frost Insulators and Asbestos Workers.
- Local No. 128 - International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.
- Local No. 2 - International Union of Bricklayers' and Allied Craftsmen.
- Carpenters Council - Carpenters' District Council Council of Toronto and Vicinity.
- Local 721 - International Association of Bridge, Structural and Ornamental Iron Workers.
- Local No. 506 - Labourers' International Union of North America.
- Local No. 31 - Marble Masons, Tilesetters and Terrazzo Mechanics.
- District Council No. 46 - International Brotherhood of Painters and Allied Trades.
- Local No. 2965 - The Resilient Floor Workers United Brotherhood of Carpenters and Joiners of America.
- Local No. 30 - Sheet Metal Workers' International Association.

IT IS THEREFORE AGREED

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

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

(h) "Construction"

New or replacement schools or buildings or additions to existing schools or buildings of more than five hundred (500) square foot floor area and directly related changes.

Extensive changes to existing schools or buildings 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.

(i) "Renovation (Minor Construction)"

Building or school additions less than five hundred (500) square feet and/or localized changes within existing schools or buildings to meet program needs or current code requirements and standards.

(j) "Maintenance"

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 plan or facilities operating in good order. This shall exclude repairs or replacements covered by warranty.

(k) "Capital Project"

Any construction project included in the annual Capital Building Program approved by the Toronto Board of Education (the Board).

(l) "Approved Capital Project"

Capital projects for which all or a significant part of the funding has been provided by the Metro School Board (Metropolitan Toronto School Board).

- (m) "Staff employees" **are** employees in continuing positions (including employees who have **been** appointed to **permanent staff**) effective January 31st, **1989**

or

Employees hired after January 31st, 1989 to **fill continuing** positions.

- (n) "Temporary employees" **are those** employees hired with the understanding that their employment **will** be short-term and **will** end with the completion **of** the project(s).
- (o) "Continuing Position" is any position defined by the **Board** which may reasonably be expected to be required on an **on-going basis**.

ARTICLE 2 - THE COUNCIL

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

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

made on *their* behalf by the Council pursuant to this Agreement, and to be governed also by decisions made on their behalf by the Council comprising any number of member Union representatives including the Council Business Manager.

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

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

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

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

- (e) That this Agreement shall be the sole Agreement affecting the rights, privileges and working conditions of the employees of the Board who come within the scope of this Agreement.

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

ARTICLE 3 • RECOGNITION

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

- (a) Administrative **Office Staff**
- (b) Persons above the rank of Substitute and Assistant Trade Supervisor
- (c) Drivers and Drivers' Helpers
- (d) Mechanics' Helpers (Labourers)
- (e) Machinists, **Locksmiths**, Automotive Mechanics, Combustion Mechanics, Window Shade Mechanics and any other employees **not** belonging to **Unions** listed in the Preamble.
- (f) **Guards**
- (g) Employees covered under separate Collective Agreements **with the Board**.
- (h) Employees covered by the Collective Agreement between the **Board** and Local 353 • International Brotherhood of Electrical Workers.
- (i) Employees covered by the Collective Agreement between the Board and **Local 46** • The United Association of Journeymen and Apprentices of **the** Plumbing and Pipefitting Industry of the United **States** and Canada.
- (j) Employees hired for seasonal projects under programmes directly funded by **the** Federal or **Provincial** Governments, specifically **to create**

employment, shall not be covered by this Agreement as far as seniority and grievance rights are concerned.

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

3.03 "The Board agrees that when contracts for capital projects (other than approved ones), renovation projects (minor construction), maintenance projects and construction projects which are not capital projects are let to general and/or sub-contractors covering the normal work jurisdiction of trades included in this Agreement, these contracts will only be let to contractors who are in contractual relations with the Council and/or its affiliated Unions.

3.04 The Board agrees to let contracts for approved capital projects to general and/or sub-contractors covering the normal work jurisdiction of trades included in this Agreement in accordance with current Board tendering policy.

3.05 A committee made up of representatives from each of the parties to this Agreement shall meet on two occasions annually, and at other times as required, to review the annual approved Capital Building Program.

The two annual meetings will take place within thirty (30) days following:

- (a) Approval by the Toronto Board of Education (the Board) of the Annual Capital Building Program.
- (b) Receipt of approval from the Metropolitan Toronto School Board for the approved Composite Capital

Building Program.

ARTICLE 4 • JURISDICTION

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

ARTICLE 5 • MANAGEMENT RIGHTS

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

ARTICLE 6 • COMMUNICATIONS

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

ARTICLE 7 - UNION SECURITY

7.01 All **employees** under this Agreement, as a condition

of employment, **shall** be members of the appropriate Union, and maintain such membership in good standing.

7.02 After the requirements of the Transition Provisions contained in the Memorandum of Settlement dated December 16, 1988 have been met, new Staff Employees who meet the requirements specified for the position, **shall** be hired as follows:

- (1) The **Board will** request, and the Union will **make** its best effort to provide candidates who **meet** the requirements of the position **as** reasonably specified by the **Board**. The **Board also will** notify **all** Temporary Employees of the trade for which a "Staff" vacancy exists and such Temporary Employees may apply for the continuing position.
- (2) If no satisfactory applicants **are** obtained by the procedure outline in (1), the **Board will** advise the Union and the **Board may hire** employees from any other sources providing such employees **are** qualified and, where applicable, hold **any** necessary licence. Where the **Board hires** such employees, it **agrees** that they **shall** apply to the applicable Union for membership. The Union may admit **such persons** into membership **and/or** accept the payment from them **of an** amount equal to the **regular** monthly Union dues. It **shall be** sufficient evidence of membership for the purpose of **compliance** with **this** Agreement where the employee is willing to **join and/or pay such** dues.

7.03 Temporary Employees **shall** be hired according to the appropriate Union Procedure.

7.04 Notwithstanding the foregoing, it is understood and agreed **that if** the applicable Union cannot **or will not** provide sufficient suitable temporary personnel **within** forty-eight (48) hours (excluding Saturdays, **Sundays**, and recognized holidays) after the request by the Board, the Board may hire employees **from any** other source

providing such employees are qualified and, where applicable, hold any necessary license. Where the Board hires such employees, it agrees that they shall apply to the applicable Union for membership. The Union may admit such persons into membership and/or accept the payment from them of an amount equal to the regular monthly Union dues including the applicable initiation fee. It shall be sufficient evidence of membership for the purpose of compliance with this Agreement where the employee is willing to join and/or pay such dues.

The Council shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of such deductions authorized by the union.

7.05 At the request of the individual union affiliate of the Council, the Board agrees to deduct regular monthly dues as per the formula provided to the Board by the Union affiliate. The Board shall remit such dues to the applicable union affiliate not later than the 15th day of the following month in which such deductions were made.

The Council shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability as a result of such deductions authorized by the union.

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

ARTICLE 8 - SENIORITY

8.01 Staff Employees shall serve a six (6) month probationary period from date of hire.

8.02 A Staff Employee's seniority shall be lost and the

employee shall be deemed to have been terminated for the following reasons :

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

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

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

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

set forth in this Article.

8.05 In the event of lay-off within any trade, no new Staff or Temporary Employees shall be hired until all laid-off Staff Employees are given one (1) opportunity to be rehired to staff in order of their seniority within the trade.

8.06 Within five (5) working days following layoff the Board will provide the laid off Staff Employees with the following:

- (a) Record of Employment Form
- (b) Wages payable.

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

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

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

8.09 A Staff Employee laid off prior to six months employment shall be paid the difference in wage rate between the Staff Employee Rate and the Temporary Employee Rate for all hours worked including overtime rates where applicable.

8.10 In the case of lay-offs of Temporary Employees, other than the termination for disciplinary reasons, the

Board **will** provide at the end of the employee's **last** working day **all** wages payable **and** separation documents.

The **Board will** make **its** best effort to implement **this** provision at the earliest possible date but in any event no later than February 1, 1992.

ARTICLE 9 - MEDICAL

9.01 A Staff Employee **who has** completed **six (6) months** probationary period will be required to **obtain** a satisfactory Board **medical** assessment.

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

ARTICLE 10 - WORK ASSIGNMENTS.

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

10.02 The Employer will endeavor to **assign** temporary employees primarily to non-contracted renovation and construction work undertaken by the Employer.

ARTICLE 11 - ACCESS TO PERSONNEL FILES

Upon reasonable notice and at a **time** suitable to **the** employee and the **Board**, the employee **shall** have access to **his** personnel file.

The employee **shall** be provided with a copy of any adverse **report** being placed in the **employee's** file and **shall** have

the opportunity to respond in writing **regarding** the report, such response to be **filed** with the report.

If the parties **disagree** with the contents **of** the file the matter **shall be** the subject of a grievance in accordance with the Grievance Procedure.

An employee may request that the **Board** remove specific adverse **reports** from the employee's personnel file provided (a) the request is **to** remove material that is five or **more years** old and (b) the employee must make such request in writing.

Such request **shall be** granted provided that no material of a disciplinary nature **has** been placed on the employee's personnel file **in** the five-year period preceding the request.

ARTICLE 12 - GRIEVANCE PROCEDURE

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

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

Disputes **shall be** dealt with **so far as** possible by discussion between the individuals directly affected. If a satisfactory solution of a dispute cannot **be** reached at **this** level, the dispute **shall** become a grievance and **such**

grievance shall be processed in order to reach a fair and amicable settlement in accordance with the terms of *this* Article. Disputes of a general nature between the Board and the Union may be initiated by the appropriate representatives at Step 3.

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

Step 1

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

Step 2

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

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

Step 3

Failing satisfactory settlement within five (5) working

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

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

Step 4

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

Step 5

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

ARTICLE 13 - MANAGEMENT GRIEVANCE

13.01 Any grievance instituted by the Board shall be referred in **writing** to the Union within ten (10) **working days** of the occurrence of **the** circumstances **giving** rise to the grievance and **two** representatives of the Council **shall meet** within five (5) **working days** thereafter with the Director of Education or designate to consider the grievance. If final settlement of the grievance is not completed within fifteen (15) **working days of such meeting** the grievance **may** be referred by the Board to arbitration as provided in Article 12 at any time within twenty-one (21) **working days** thereafter, but not later.

ARTICLE 14 - ARBITRATION

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

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

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

14.04 **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 Board's **premises** to view any **working** conditions **which may** be relevant to the settlement of the grievance.

ARTICLE 15 - HOURS OF WORK

15.01 The hours of work for employees covered by this Agreement shall be in accordance with Appendix "C" appended hereto. The normal work week shall be made up of five (5) equal days with work commencing at 7:30 a.m. and shall be known as the 1st shift. The starting time may be changed when mutually agreed to by the applicable Union Business Agent and the Board.

15.02 For work that is of such a nature that it cannot be performed between the hours of 7:30 a.m. and 4:00 p.m. (i.e. the 1st shift) the following shift hours and rates shall apply:

2nd shift - to start between 8:00 a.m. and 4:30 p.m.

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

3rd Shift - to start between 4:30 p.m. and 7:30 a.m.

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

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

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

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

15.06 Employees on the normal day shift (the 1st Shift) who are called in to work prior to 7:30 a.m. shall be paid double time for the hours worked to 7:30 a.m., in accordance with Article 17, Overtime Rates.

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

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

15.09 Employees shall be notified the previous day, if possible, if they are required to work scheduled overtime.

**ARTICLE 16 - TEMPORARY EMPLOYEES -
WAGES AND BENEFITS**

16.01 Temporary Employees shall be covered by the terms and conditions of their respective Provincial Agreements for the current total wage and benefit package as amended from time to time. Such package shall include the hourly wage rate, vacation and holiday pay, health, welfare and pension funds, training funds and other funds negotiated for the benefit of the employees (wage and benefit package) as illustrated for the current situation by the attached Schedule "A" hereto.

ARTICLE 17 - OVERTIME RATES

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

17.02 Double time shall be paid for all hours worked on

Saturday and Sunday.

17.03 Double time ~~shall~~ be paid to **all** Staff Employees for **all** hours worked on paid holidays set forth in Article 19 in addition to holiday ~~pay~~.

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

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

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

This provision does not apply to scheduled overtime.

17.07(a) Staff Employees **may** choose to receive time off **from work with** pay instead of receiving overtime pay. If **an Staff** Employee elects to take the time off, the number of hours off from **work to** which **an** employee is entitled **shall** be determined by **dividing** the amount of overtime pay the employee would have received, **had the employee** elected to **receive** overtime **pay**, by the employees **hourly rate of pay** as stated in **Appendix "A"** appended hereto. **Time off will** be taken at a time **mutually** agreeable to the Board and the Staff Employee except that employees

being laid off ~~shall~~ receive a cash payment for accumulated overtime ~~credits~~ due at the time of lay-off.

Any time off accumulated ~~shall~~ be utilized prior to December 31st. Any hours remaining after December 31st ~~shall~~ be compensated in wages within twenty-one (21) days of December 31st and the ~~balance~~ reduced to zero.

- (b) The maximum number of hours that may be accumulated at any time in accordance with Article 17.07(a) is sixty (60).

ARTICLE 18 - VACATION ALLOWANCE - Staff Employees

18.01 ~~Staff~~ Employees ~~shall~~ be entitled to the following vacation as of June 30, 1989:

- (a) Staff Employees ~~who~~ have completed twelve months of ~~continuous~~ service ~~shall~~ receive three (3) weeks' vacation with pay.
- (b) Staff Employees who have completed nine (9) years of service with the employer as of December 31st in any year ~~shall receive four (4) weeks' vacation with pay.~~
- (c) Staff Employees who have completed seventeen (17) years of service with the employer as of December 31st in any year ~~shall receive five (5) weeks' vacation with pay.~~
- (d) Staff ~~Employees~~ who have completed 23 years of service with the employer as of December 31st ~~shall~~ be entitled to 26 days vacation with pay.
- (e) ~~Staff~~ Employees ~~who~~ have completed 24 years of service with the employer as of December 31st ~~shall~~ be entitled to 27 days vacation with pay.

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

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

18.03 Staff Employees leaving the service of the Board at any time in the vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 19 - PAID HOLIDAYS - Staff Employees

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

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

19.02 Where a Paid Holiday as listed in Article 19.01 falls on a Saturday or Sunday, another day for said Paid Holiday shall be declared by the Board prior to March 31st of each year.

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

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

19.05 The **Board shall** declare one (1) additional paid holiday for Staff Employees in each calendar **year** on the understanding that the Board **will** not grant any additional paid holiday during the term of the Agreement except **as** provided by Article 19.

19.06 **Any** other paid holiday granted by an **Act** of the Federal or **Provincial** governments and approved by the Board for any of its employees **shall** apply to staff employees covered by this agreement.

ARTICLE 20 - PAY PERIODS

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

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

20.03 It is the responsibility of the employee to notify the **Board** (Maintenance Department) **of** any change of address. **Failure** to comply will result in forfeiture **of** rights under Article **20.02**.

ARTICLE 21 - WAGE RATES

21.01 **Wage** rates for Staff Employees **covered** by this Agreement **shall**, during the term of this **Agreement**, be **as**

- I -

set out in Appendix A attached hereto.

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

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

ARTICLE 22 - TRAVELLING ALLOWANCE

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

Effective January 1, 1991:

- (a) Within the City limits - \$1.70 a mile or T.T.C. cash fare, whichever is the greater.
- (b) Outside the City limits - \$0.17 per kilometer.

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

Effective July 7, 1992, an additional \$1.08 a mile within City limits, or an additional \$0.05 a km. outside City limits.

Effective January 1, 1993, an additional \$1.11 a mile within City limits, or an additional \$0.05 a km outside City limits.

ARTICLE 23 - BENEFITS - Staff Employees

23.01 All Staff Employees shall be entitled to the following Board benefits set out in (a) and (b) below.

- (a) The Board agrees to contribute for Staff Employees covered by this Agreement, the maximum allowable percentage permitted under the Education Act, as amended from time to time, of the single or the family premium, as the case may be, of an Extended Health Care Plan, with benefits equivalent to the benefits presently in force, with a \$25.00 - \$50.00 deductible. These benefits provide for eyeglasses and contact lenses up to a maximum of \$180.00 effective January 1, 1993 per person per two-year period and hearing aids up to a maximum of \$500.00 per three-year period.

23.02 In the case of new hires and recalled Staff Employees, such benefits in 23.01 (a) shall be effective the first of the month following the date of employment or recall.

23.03 Staff Employees, shall be entitled to the following additional Board benefits commencing the first of the month following date of hire.

- (a) The Group Life Insurance Plan at present in force which includes an option at the employee's expense for dependent term life insurance shall be continued. The Board agrees to pay the full cost of the premium for the first thirty thousand (\$30,000) dollars (minimum level) of coverage and seventy-five percent (75%) of the applicable premium for any additional coverage, up to the maximum. Effective September 1, 1992, the maximum coverage is one hundred and sixty thousand (\$160,000.) dollars. An employee on active employment shall be allowed to move up one level of coverage over the employee's present coverage without proof of insurability.

- (b) The "Sick Leave Credit and Gratuity Plan" including provisions for "Special and Miscellaneous Leaves" shall apply and Staff Employees eligible for coverage in accordance with the service requirements set out herein shall be credited with twenty-four (24) days sick leave credit on becoming eligible for the revised plan.

The following is an addition to the Sick Leave and Gratuity Plan under Miscellaneous Leave with Pay Deductions from Sick Leave Credits:

"a father attending the birth of the father's child".

- (c) The Dental Plan at present in force shall be continued and the Board agrees to pay ninety (90%) percent of the premium cost. Effective September 1, 1992 the benefits will be based on the 1991 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners. The basic plan reimbursement is one hundred percent (100%) with a maximum of \$5,000.00 per person annually.

Effective August 1, 1990, employees shall have the option of participating in the major restorative and orthodontic rider. Effective September 1, 1992, the benefits will be based on the 1991 Ontario Dental Association Schedule of Fees for Dental Services provided by General Practitioners.

The major restorative and orthodontic rider is reimbursed at the following levels:

- (a) major restorative services - eighty percent (80%) with a maximum combined with the basic plan of ten thousand dollars (\$10,000.00) per person annually.

- (b) orthodontic services - fifty percent (50%) with an annual maximum of one thousand dollars **(\$1,000.00)** per person and a lifetime maximum of two thousand dollars **(\$2,000.00)** per person.

Effective **January 1, 1993**, benefits **will** be based on the 1992 **Ontario** Dental Association Schedule of Fees for Dental Services provided by General Practitioners and the Board **shall pay** ninety (90%) of the premium cost.

Staff employees must complete the necessary enrollment forms to participate in such plan and agree **to** provide the **balance** of the premium cost through payroll deduction.

- (d) Effective **January 1, 1991**, staff employees **shall** have the privilege of participating in the semi-private **hospital coverage plan in force** and the Board **shall** contribute 100% of the premium cost.

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

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

- (a) the difference between **regular** lenses and safety lenses whenever **a Staff** employee purchases safety glasses.
- (b) Once **a** year, eighty dollars **(\$80.00)** towards the purchase of **Canadian Standards Association** approved **safety** footwear, approved in accordance with the current **Ontario** Occupational Health and Safety Act **for** Construction Projects. Employees **shall** wear safety footwear while at work.

- (c) Once a year, Staff Employees in the classifications of Roofers and Roofers' Assistant **will** be eligible to receive \$75.00 towards the purchase of a second pair of C.S.A. approved safety footwear, approved in accordance with the current Ontario Occupational Health and Safety Act for Construction Projects, upon submitting to the Board receipt of purchase.
- (d) Effective **January 1, 1988** once every **2 years**, Staff Employees classified as Pipe Coverers will be eligible to receive \$45.00 towards the purchase of a second pair of C.S.A. approved safety footwear approved in accordance with the current Ontario Occupational Health and Safety Act for Construction Projects, upon submitting to the Board receipt of purchase.

23.06 Instructional Courses :

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

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

23.07 The Long Term Disability Plan for Staff Employees at present in force shall be continued. Effective November 1, 1988, the Board shall pay one hundred percent (100%) of the cost of the Long Term Disability Plan premiums.

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

Effective **January 1, 1991** the Long Term Disability Plan shall be amended to include adjustments for those

employees who have ~~been~~ receiving benefits ~~from~~ the ~~Board's~~ Long Term Disability Plan for a ~~period~~ in excess of two years.

The first adjustment ~~will~~ be on ~~January 1, 1991~~ and subsequent January 1st dates ~~will~~ be used ~~for~~ annual adjustments.

The ~~formula~~ for adjustment ~~will~~ be the C.P.I. (Canada Wide 1981 - 100) from December to December ~~minus~~ 1% with a maximum adjustment to payments of 4% in any one year. There ~~will~~ be no double indexing.

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

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

23.09 In consideration ~~of~~ the ~~provisions~~ of the improved benefit ~~package~~ resulting from the introduction of the Dental Plan, the Council on behalf of the ~~Staff~~ employees covered by this Agreement, effective July 1, 1980, releases the Board from any obligation it might hereafter have to ~~pay to~~ these employees any Unemployment Insurance Commission rebate available because of the ~~existence~~ of a wage loss plan (~~Sick Leave Plan~~). Such rebate ~~shall~~ be used ~~by~~ the ~~Board~~ to defray the increased ~~Board~~ cost of the ~~Dental Plan~~.

23.10 Pregnancy/Parental, Adoption Leave and Child Care Leave Policy **as** printed in the Non-Teaching Employee Benefit Plans Booklet **shall** apply to Staff Employees covered by this Agreement, which **shall** include Leaves of Absence without pay at **minimum** in accordance with the Employment **Standards** Act.

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

ARTICLE 24 - PENSIONS - Staff Employees

24.01 The pension scheme presently in force **shall** be continued and participation **will** be mandatory for **all** Staff employees with the employee's **portion being** deducted through weekly payroll deduction.

ARTICLE 25 - RETIREMENT

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

ARTICLE 26 - COPIES OF AGREEMENT

26.01 The Board **will** prepare the Agreement and copies of the Agreement will be supplied to **each** employee **within sixty (60) days** of both parties **signing** the Collective Agreement for **printing**.

ARTICLE 27 - UNION LEAVE

27.01 Leave of absence without loss of sick leave credits or seniority **shall** be granted upon request to the **Board** to **Employees who are elected or appointed** to represent **their**

union at Union related conventions or seminars, schools and conferences. In any calendar year, such time shall not exceed a total of two (2) days for each member union of the Council with pay and up to two (2) days for each member union of the Council without pay.

In addition, the Council may request leave of absence without loss of sick leave credits or seniority for employees who are elected or appointed to represent the Toronto Central Ontario Building and Construction Trades Council at Union related conventions, or seminars, schools and conferences. In any calendar year, such time shall not exceed a total of five (5) days for the Council with pay.

Requests for time off to be made by the local union or the Council two weeks in advance.

ARTICLE 28 - SAFETY

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

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

ARTICLE 29 - UNION REPRESENTATIVES

29.01 To enable official recognition of Stewards, Union representatives shall inform the Superintendent - Negotiations of the Board in writing of the names of all Stewards as they are appointed and when they cease to act as Stewards.

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

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

The steward **shall** be advised if the Board implements shift work in accordance with Article **15.02**.

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

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

ARTICLE 30 - TOOLS AND EQUIPMENT

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

30.02 The Board **shall** not be held responsible **for** any losses, except that should the employee's tools be stolen **as a result of forcible entry or** destroyed by fire **or lost or** damaged in transportation by the Board, the Board **shall** compensate the employee for the value of the normal tools of the employee's trade, **less 15%** to a **maximum of \$25.00** deductible.

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

30.04 Staff Employees **shall** receive an annual tools insurance allowance of forty dollars **(\$40.00)** per calendar year.

30.05 Staff Employees eligible to receive full Board



benefits shall receive an annual clothing allowance of seventy (\$70.00) dollars in 1992, per calendar year.

ARTICLE 31 - STRIKES OR LOCKOUTS

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

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

ARTICLE 32 - ATTACHMENTS, APPENDICES, SCHEDULES AND LETTERS OF UNDERSTANDING

32.01 The parties agree that the Memorandum of Agreement dated December 16, 1988, Appendices, Schedules and Letters of Understanding attached hereto are incorporated into and form part of this Agreement.

32.02 The Memorandum of Agreement dated December 16, 1988 is on file in the offices of the Board and the Council.

32.03 Employees, on request, shall receive a copy of the Memorandum of Agreement dated December 16, 1988 from the Board.

ARTICLE 33 - DURATION OF AGREEMENT

33.01 This Agreement shall be in force and effect from the 1st day of January 1992 to the 31st day of December 1993 shall continue in effect from year to year thereafter unless, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

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

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

Duly executed by the parties hereto this

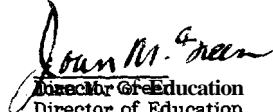
4th day of January, 1993

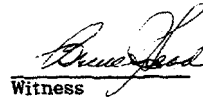
FOR THE BOARD OF
EDUCATION FOR THE
CITY OF TORONTO

FOR THE TORONTO-
CENTRAL ONTARIO
BUILDING AND
CONSTRUCTION
TRADES COUNCIL


Chair


John Cartwright
Business Manager


John M. Green
Director of Education


Witness

APPENDIX "A"

Classification & Hourly
Wage Rates For Staff Employees

<u>Classification</u>	<u>Rate Effective January 1, 1992</u>	<u>Rate Effective January 1, 1993</u>
Boiler Maker	\$23.79	\$24.50
Bricklayer	24.11	24.83
Carpenter	23.65	24.36
Cement Mason	22.11	22.78
Glazier	22.74	23.42
Iron Worker	23.97	24.69
Lather	23.60	24.31
Marble Tile Mechanic	22.51	23.19
Painter	22.29	22.96
Pipe Coverer	23.00	23.69
Plasterer	23.60	24.31
Plasterers' Labourers	20.16	20.77
Resilient Floor Worker	22.04	22.70
Roofer	22.97	23.66
Roofer's Assistant	21.83	22.49
Sheetmetal Worker	24.39	25.12

*NOTE: Premium Rates of pay per hour

	EFFECTIVE	
	<u>July 7/92</u>	<u>Jan.1/93</u>
(1) Vinyl installation, sign writing and spray person and his/her asst.	\$1.03	\$1.06
(2) Boiler Maker assigned to work in either a hot or dirty boiler for each hour worked in the boiler.	\$1.03	\$1.06
(3) Bricklayers assigned to work in either a hot or dirty boiler for each hour worked in the boiler.	\$1.03	\$1.06
(4) Employees assigned to work on a swing stage for each hour so worked.	\$0.93	\$0.96
(5) Employees assigned to work on removal of asbestos in accordance with the Board's procedure established for asbestos removal (i.e. enclosed area and protective equipment)	\$1.03	\$1.06
(6) Roofers assigned to work on the removal and/or installation of roofing materials which contain pitch requiring the use of approved safety equipment	\$1.03	\$1.06
* (7) Employees while assigned to drive Board vehicles.	\$0.46	\$0.47

APPENDIX "B"

	<u>Effective July 7/92</u>	<u>Effective January 1, 1993</u>
Lead Hand	\$0.97/hour	\$1.00/hour
Assistant Trade Supervisor	\$1.29/hour	\$1.33/hour
Substitute Trade Supervisor	\$1.61/hour	\$1.66/hour

APPENDIX "C"

Classification - Hours Of Work

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

LETTER OF UNDERSTANDING

between

The Board of Education
for the City of Toronto

and

The Toronto-Central Ontario
Building and Construction
Trades Council

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LETTER OF UNDERSTANDING

between

The Board of Education
for the City of Toronto

and

The Toronto-Central Ontario
Building and Construction
Trades Council

The following is the position of the Board of Education for the City of Toronto and the Toronto-Central Ontario Building and Construction Trades Council with respect to the interpretation or intent as they apply to the 1992-1993 Collective Agreement.

Retroactivity

On wages only to all Staff Employees on staff at the date of ratification, retired Staff Employees, Staff Employees laid off, to the estate of deceased Staff Employees, in each case proportionate to time worked since January 1, 1992.

Article 3.04

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

Article 24.01 Pensions

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

The **Board** agrees to convene a meeting with the Union and O.M.E.R.S. representative(s) to **discuss** the Union's concerns.

Article 23.07 Long Term Disability Plan

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

Apprenticeship Programs

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

Pay Periods

In the event that the Board is able to provide an alternative method of payment and the individual employee is agreeable to the **change**, the Board **shall** pay **all** salaries and **wages** including overtime **payment** on a **weekly** basis every Thursday. **An** itemized statement of **wages** and deductions will be provided.

Transition Provisions

1. Existing **Temporary** Employees who, under the **terms** of the 1986/1987 Collective Agreement have completed **six** months probationary and further **six** months

continuous employment by January 31st, 1989 shall have the option of either:

(i) continuing to receive full Board rates and benefits ~~as per~~ the 1986/1987 Collective Agreements ~~as amended from time to time when employed by the Board and~~ until December 31, 1993, be given first priority in order of seniority when the Board is hiring for continuing positions within their trade (one Opportunity only ~~per~~ employee), or

(ii) ~~choosing~~ Temporary Employee status and effective January 31st, 1989 be paid the I.C.I. rate and benefits.

2. **ALL** other existing Temporary Employees shall be offered the option of either:

(i) continuing to receive the **Board** rates and benefits ~~as per~~ the 1986/1987 Collective Agreements, ~~as amended from time to time when employed by the Board and until~~ December 31, 1993, shall be given second priority in order of seniority when the Board is hiring for continuing positions **within** their trade (one opportunity only ~~per~~ employee), or

(ii) ~~choosing~~ Temporary Employee **status** and effective January 31st, 1989 be paid the I.C.I. rate and benefits.

3. Any existing Temporary Employee **who has** not been hired for a continuing position by December 31, 1993 will therefore be paid the I.C.I. rate and benefits when employed by the **Board** unless subsequently hired for a continuing position.

4. **Any existing Temporary Employee** who has opted to continue receiving Board rates and benefits ~~as per~~ the 1986/1987 Collective Agreements, ~~as amended from time to time~~, may at any time upon two ~~week's~~

written notice change their decision (one time **only**) and be paid the I.C.I. rate **and** benefits.

5. Existing Temporary Employees who have opted to continue receiving Board rate and benefits **shall** be on probation **until** the employee **has** completed a period of **six (6)** months service in any twelve (12) month period.
6. Existing Temporary Employees who have opted to continue receiving Board rate and benefits **as** per the 1986/1987 Collective Agreements, **as** amended from time to **time**, **will** have their employment **time** period count towards the **six (6)** month probationary period until December **31, 1993** but not thereafter.
7. Existing Temporary Employees who have opted to continue receiving Board rate and benefits, **on** completion of both **six (6)** months continuous service following completion of their probationary **period** will be eligible for benefits provided to Staff Employees.
- 8.(a) Existing Temporary Employees who have opted to continue receiving Board rate and benefits and who **are** not eligible to receive full Board benefits **shall** receive and additional forty-four cents (**440**) an hour. In addition, these employees **will** be **eligible** to receive the following benefits provided to Staff Employees: Article 18 - VACATION ALLOWANCE; **Article 19 - PAID HOLIDAYS**; Article **23.01** (a), and 23.02 under **BENEFITS**; Article 24 - PENSIONS; Article 26 - COPIES OF AGREEMENT; **Article - Seniority 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, 8.08, 8.10**; Article 17 - Overtime Rates 17.07 (a) and retroactivity under LETTER OF UNDERSTANDING.
- 8.(b) Existing Temporary Employees who have opted to continue receiving Board rate and benefits and **are**

eligible for full **Board** benefits **are** eligible for the

following: Benefits Article 23.05, and **Tools** and Equipment Articles 30.04 and 30.05.

9. Schedule "B" attached hereto is the list of Existing Temporary Staff covered by the Collective Agreements affected by the transition period referred to **in** the Agreement.

Employment Stability

If the Board finds it necessary to consider the possibility of lay-offs of Staff Employees, the Union will be consulted prior to any such lay-offs **with** the intention of exploring ways and means of **minimizing** the **scope** and effect of the potential lay-off.

Subject to the provision **for** contracting or subcontracting of work contained in Articles 3.03 and 3.04 of the Collective Agreement, **as** amended **from** time to time, the Board **agrees** that no **Staff** Employee with more than two (2) **years** service employed **as** of January 31, 1989 **shall** be **laid** off or **shall remain** on lay-off while **the Board** engages a contractor or subcontractor to perform work **normally performed** by Staff Employees, provided such Staff Employees **are** qualified to perform such **work**.

Cost of Living Allowance

- A. For the period **January** 1, 1993 to December 31, 1993, a **cost** of **living allowance** **shall** be calculated and paid to **all** eligible employees covered by the Collective Agreement subject **to** definition in Section **G**.
- B. The calculation of **this allowance** **shall** be made for each of the months during the period January 1,

1993 to December 31, 1993 inclusive in which the C.P.I. for Metropolitan Toronto exceeds 103.25% of the December 1992 C.P.I. for Metropolitan Toronto. The last such calculation, if **any**, shall be made comparing the December 1992 C.P.I. and the December 1993 C.P.I. for Metropolitan Toronto.

- C. The allowance for each such month shall be calculated using the following formula:

HOURLY Paid Employees

$$\frac{\text{straight time Basic hourly rate} \times \text{yearly straight time hours of work} \times A}{12}$$

where A is calculated as follows:

$$A = \frac{\text{C.P.I. for each month} - \text{C.P.I. December 1992} - 0.0325}{\text{C.P.I. December 1992}}$$

- D. C.P.I. means the Consumer Price Index for Metropolitan Toronto (1981 = 100) for each of the months referred to in paragraph B above published by Statistics Canada in *the* following month.
- E. The monthly allowance(s), if **any**, shall be accumulated and become payable **in a lump sum** to eligible employees **as soon as** reasonably possible following the publication of the December 1993 C.P.I. The amount payable will, in no event, exceed 2% of the employee's Basic **Annual Wages** or **Basic Annual Salary**.
- F. Should **Statistics Canada** modify, amend or alter **its method** of calculation of the Consumer Price indices, the Consumer Price Indices **as defined by Statistics Canada** on the date of the execution of **this** Collective Agreement **will** continue to apply throughout the **period** set out in paragraph A above.

G. Eligible employees are *those* defined in the retroactive **clause** in the Memorandum of Settlement and **who** are on staff as of December **31, 1993**.

Hours of Work

The Board and the **Council** to meet in **1992** to *discuss* hours of **work** for member **unions** of the Council.

O.H.I.P.

In recognition that, effective January **1, 1990**, **O.H.I.P.** is fully funded by way of an employer **payroll tax**, it is agreed *that* all Collective Agreement provisions respecting **O.H.I.P.** will be removed from the Agreement. If, at any time, **O.H.I.P.** funding reverts **back to a premium** payment system, it is understood and agreed *that* all **O.H.I.P.** provisions removed as a result of the employer **payroll tax funding**, will be returned to the Collective Agreement.

Adhesives - Resilient Floor Workers

The Board agrees to explore alternative adhesives for use by the Resilient **Floor Workers** and to meet with the **Union** Business Representatives to **discuss** the results.

Employment Equity

The Board and the council, including the Individual **Unions**, are committed to Employment **Equity** and agree to meet in **1992** to **discuss ways** and means of implementing a **plan** to meet initiatives of the Board and the proposed legislation for **Employment Equity**.

All **parties** will make every **effort** to reach agreement on a


plan to meet the legislated requirements. However, nothing will preclude the Individual Unions and the Board from mutually agreeing to a plan (or plans) which goes beyond the legislated requirements.

The signed plan(s) will form part of the Collective Agreement as Letters of Intent.

Router Planes

The Board *agrees* to purchase two (2) router planes for use in the Carpentry Shop.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO?

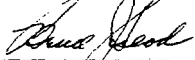


Joan M. Green
Director of Education

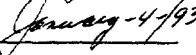
TORONTO-CENTRAL ONTARIO
BUILDING AND CONSTRUCTION
TRADES COUNCIL



John Cartwright
Business Manager



Witness



Date

**SCHEDULE "A"
Benefits Schedule - I.C.I.**

Trade	EMPLOYER CONTRIBUTIONS				EMPLOYEE DEDUCTIONS	
	Base Rate Of Pay	Vacation Pay	Waiver	Pension	Miscellaneous Deductions	
1. Trade Workers (Pipe Coverers) Local 95	\$25.15	2.52 (10%)	\$1.45	\$3.10	Industry Fund \$ 0.15 Apprenticeship Fund \$ 0.05 Living Allow. Fund \$ 0.25 Health Assistance Program \$ 0.03	Union Dues/Assessmt. \$ 0.55 Apprenticeship Fund \$ 0.05 Living Allow. Fund \$ 0.25
						Union Dues \$21.45/month 3.5% of gross wages.
2. NonMembers Local 128	\$24.40	2.93 (12%)	1.17	3.60	Union Promotion \$ 0.10 Educational Training \$ 0.03 Apprenticeship \$ 0.05	Union Dues \$23.05/month 3.5% of gross wages.

Trade	Effective Date	Base Rate of Pay	Vacation Pay	Welfare	EMPLOYER CONTRIBUTIONS			EMPLOYEE DEDUCTIONS	
					Pension	Miscellaneous Deductions			
3. Bricklayers & Stone Masons Local 7	Oct.1/92	\$26.13	\$ 2.61 (10%)	.35	1.50 (local) .30 (prov.)	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 NICO (prov.) \$ 0.15 Dental \$ 0.52	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 Local \$ 0.25 IU Dues \$ 0.16 OR \$ 0.09		
	Nov.15/92	\$26.13	\$ 2.61	.35	1.50 (local) .30 (prov.)	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 NICO (prov.) \$ 0.21 Dental \$ 0.55	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 Local \$ 0.25 IU Dues \$ 0.16 OR \$ 0.09		UN
	May 1/93	\$26.65	\$ 2.66	.35	1.50 (local) .30 (prov.)	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 NICO (prov.) \$ 0.21 Dental \$ 0.65	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 Local \$ 0.26 IUD \$ 0.16 OPC \$ 0.09		
	July 1/93	\$26.65	\$ 2.66	.35	1.50 (local) .30 (prov.)	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 NICO (prov.) \$ 0.21 Dental \$ 0.65	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 Local \$ 0.26 IU Dues \$ 0.24 OPC \$ 0.09		
	Nov.1/93	\$27.15	\$ 2.71	.40	1.50 (local) .30 (prov.)	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 NICO (prov.) \$ 0.21 Dental \$ 0.65	Apprenticeship Fund \$ 0.05 Industry Promotion \$ 0.02 Local \$ 0.27 IU Dues \$ 0.25 OPC \$ 0.09		

EMPLOYER DEDUCTIONS

EMPLOYER CONTRIBUTIONS

Trade	Effective Date	Base Rate	of Pay	Version	Pay	Welfare	Pension	Miscellaneous Deductions
Trucklayers & Floor Resealers	May 1/94	\$27.03	\$ 2.70	.40	1.50	Apprenticeship Fund \$ 0.05	Industry Promotion \$ 0.02	Local \$ 0.21
						NIOD (prev.) \$ 0.65	Dental \$ 0.25	IU Dues \$ 0.25
						OPC \$ 0.09		
Local 2 - Cont'd						Local \$ 0.28		
						Industry Promotion \$ 0.02		
						Apprenticeship Fund \$ 0.05		
						Local \$ 0.28		
						IU Dues \$ 0.33		
						OPC \$ 0.09		
July 1/94	\$27.03	\$ 2.70	.40	1.50	Apprenticeship Fund \$ 0.05	Industry Promotion \$ 0.02	Local \$ 0.21	
						NIOD (prev.) \$ 0.65	Dental \$ 0.25	IU Dues \$ 0.25
						OPC \$ 0.09		
Nov. 1/94	\$28.42	\$ 2.84	.40	1.50	Apprenticeship Fund \$ 0.05	Industry Promotion \$ 0.02	Local \$ 0.21	
						NIOD (prev.) \$ 0.65	Dental \$ 0.25	IU Dues \$ 0.25
						OPC \$ 0.09		
Notes						Local \$ 0.28		
						Industry Promotion \$ 0.02		
						Apprenticeship Fund \$ 0.05		
						Local \$ 0.28		
						IU Dues \$ 0.33		
						OPC \$ 0.09		
5. Millwright Floor	Aug. 1/92	\$24.95	(10%)	2.45	Welfare & Pension			
						Apprenticeship \$ 0.10		
						Union Dues \$ 0.15		
						Apprenticeship \$ 0.03		
4. Carpenters	Aug. 1/92	\$25.43	1.53	2.75	Apprenticeship Fund \$ 0.15	Union Admin. Fund \$ 0.15		
						Dues Supp. \$ 0.02		
						Apprenticeship Fund \$ 0.02		
						Union Admin. Fund \$ 0.15		
						(same as above)		
						Apprenticeship \$ 0.10		
						Union Dues \$ 0.15		
						Apprenticeship \$ 0.03		
						1.5% of Gross		

Notes: O.B.P. is only paid when dues for January are paid.

Trade	Effective Date	Base Rate	Vacation	Pay	Miscellaneous	Pension	EMPLOYER CONTRIBUTIONS		EMPLOYEE DEDUCTIONS	
							Union Funds	Education Training	Union Funds	Education Training
5. Resident 1100r Morters Local 27 - Cont'd	May 1/93									
- Breakdown will be provided at a later date.										
6. Bridge, Structural Iron Workers Local 721	Aug-26/92	\$24.15	2.42	1.55	3.50	0.05	Union Funds	\$ 0.05	Union Funds	0.50
	May 1/93	\$24.69	2.48	1.55	3.50	0.10	Union Funds	0.10	Union Funds	0.50
	May 1/94	\$25.19	2.53	1.55	3.75	0.05	Union Funds	0.05	Union Funds	0.60
	Nov. 1/94	\$25.07	2.60	1.55	4.00	0.05	Union Funds	0.05	Union Funds	0.60
7. Drywall Lathing Local 675	JULY 31/92	\$25.25	2.52	.85	1.65	0.10	Apprent./Training	0.10	Apprent./Training	0.40
						0.10	Union Dues	0.10	Union Dues	0.10
	May 1/93	\$25.70	2.57	.95	1.65	0.10	Apprent./Training	0.10	Apprent./Training	0.10
						0.10	Union Dues	0.10	Union Dues	0.10
	May 1/94	\$26.15	2.62	1.05	1.75	0.10	Apprent./Training	0.10	Apprent./Training	0.40
						0.10	Union Dues	0.10	Union Dues	0.10

Trade	Effective Date	Base Rate of Pay	Vacation Pay	EMPLOYER CONTRIBUTIONS			EMPLOYER DEDUCTIONS		
				Welfare	Pension	Miscellaneous Deductions			
7. Drywall Lathing Local 675 - Cont'd	Nov. 1/94	\$26.60	2.67	1.15	2.00	Apprent./Training \$ 0.10 Union Dues \$ 0.40 SUB \$ 0.10			
8. Plastering Labourers Local 506	Aug. 10/92	\$23.82	2.38 (10%)	1.02	1.42	Education Training \$ 0.12	Admin. Fund Council Dues	\$ 0.41 \$ 0.05	
	May 1/93	\$24.23	2.42	1.02	1.52	Education Training \$ 0.17	Admin. Fund Council Dues	\$ 0.47 \$ 0.05	
	May 1/94	\$24.90	2.49	1.12	1.62	Education Training \$ 0.17	Admin. Fund Council Dues	\$ 0.50 \$ 0.05	
	Nov. 1/94	\$25.34	2.53	1.12	1.62	Education Training \$ 0.17	Admin. Fund Council Dues	\$ 0.50 \$ 0.05	
9. (a) Painters District 46 Council (No change until May 1993)	May 1/91	\$24.18 (Nov 1/91)	2.42 (10%)	.90	1.80 (Nov 1/91)	Apprenticeship \$ 0.05	Union Funds	\$18.00/month	
						Industry Fund \$ 0.20	Admin. Dues	1.5% gross	
(b) Plasterers (Tapers) Local 1891 (No change until May 1993)	May 1/91	\$25.20 (Nov 1/91)	2.52 (10%)	.90	1.80 (Nov 1/91)	Apprenticeship \$ 0.05 Industry Fund \$ 0.10	Admin. Dues	\$ 0.35	

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59

Inland on December 9, 1992
 (MAY) (MAY) (MAY) (MAY) (MAY)

14. OILFIELD
 Local 1019
 (No Change until
 May 1993)

13. RAILROAD WORKERS
 (Retail Workers)
 Local 31

12. COMMERCIAL
 Local 508

Trade	Effective Date	Base Rate	of Pay	Vacation	Malice	Pension	Miscellaneous Deductions
	Aug-10/92	\$25.37	2.54 (10%)	1			
	May 1/93	\$25.70	2.58	1			
	May 1/92	\$24.65	2.46 (10%)	.35	1.50 (Local)	0.25 (Prev.)	\$ 0.40
	Rep: 1/92	\$24.87	2.49				
	May 1/93	\$25.33	2.53				
	May 1/94	\$25.96	2.60				
	Nov-1/94	\$26.60	2.66				
	May 1/91	\$25.14	2.48 (10%)	.80	1.60		
							Education Training \$ 0.02
							Union Fund * 2% of gross \$16.00/monthly

EMPLOYER DEDUCTIONS

Admin. Fund	\$ 0.20
Council Dues	\$ 0.05
Admin. Fund	\$ 0.50
Council Dues	\$ 0.05
O.P.C.	\$ 0.15
Industry Prev.	\$ 0.01
I. U. Dues	\$ 0.10

(Same as above)

(Same as above)

SCHEDULE "B"

TEMPORARY STAFF (BUILDING TRADES)

<u>Name</u>	<u>Trade</u>	<u>Most Recent Hire Date</u>	<u>Seniority Date</u>
F. Koyan	pipe Coverer	March 25/88	March 25/88
E. Allan	Pipe Coverer	October 20/85	October 20/88
A. Fox	Boilermaker	July 8/88	September 5/87
M. Gracie	Boilermaker	December 1/88	December 1/88
M. Brouillette	Boilermaker	December 5/88	December 5/88
*M. Dinatale	Bricklayer	April 11/88	September 11/84
*M. Darin	Bricklayer	April 11/88	March 27/85
E. J. McLaughlin	Bricklayer	June 27/88	December 28/87
V. Ientile	Bricklayer	June 27/88	February 2/88
E. F. McLaughlin	Bricklayer	June 27/88	February 2/88
D. Barron	Bricklayer	July 18/88	July 18/88
D. McClennan	Bricklayer	July 20/88	July 20/88
D. MacPhee	Bricklayer	September 14/88	September 14/88
R. G. Bird	Bricklayer	November 28/88	November 28/88
J. Francisco	Bricklayer	November 28/88	November 28/88
C. Dias	Bricklayer	November 29/88	November 29/88
C. Kabani	Bricklayer	December 1/88	December 1/88
L. Howarth	Carpenter	March 14/88	January 12/88
I. Milligan	Carpenter	May 10/88	February 15/88
D. McGill	Carpenter	April 5/88	March 5/88
E. Milton	Carpenter	April 5/88	April 5/88
P. McRae	Carpenter	July 7/88	July 7/88
P. McKennen	Carpenter	July 11/88	July 11/88
J. Adema	Carpenter	October 31/88	October 31/88
B. Earle	Carpenter	October 31/88	October 31/88

Receiving Full Board Benefits

<u>Name</u>	<u>Trade</u>	<u>Most Recent Hire Date</u>	<u>Seniority Date</u>
E. G. Manahan	Carpenter	October 31/88	October 31/88
E. H. Rogerson	Carpenter	October 31/88	October 31/88
K. Webster	Carpenter	October 31/88	October 31/88
J. Wylie	Carpenter	October 31/88	October 31/88
M. Baranowski	Carpenter	November 21/88	November 21/88
G. Giannakopoulos	Carpenter	November 21/88	November 21/88
R. Ferreira	Carpenter Apprt.	August 24/88	--
G. Gilbertson	Carpenter Apprt.	April 26/88	--
K. Houghton	Carpenter Apprt.	March 14/88	--
S. Patrick	Carpenter Apprt.	March 14/88	--
S. Poots	Carpenter Apprt.	November 1/88	
G. Baldassarre	Cement Mason	June 20/88	June 20/88
J. Arruda	Cement Mason	June 20/88	June 20/88
G. Tobin	Cement Mason	September 13/88	September 13/88
W. Baxter	Ironworker	June 15/88	June 15/88
R. E. Simmons	Glazier	May 25/88	April 6/88
*D. Zivkovic	Painter	April 26/88	May 25/87
*D. Schiraldi	Painter	April 27/88	May 30/87
*N. Brandao	Painter	April 26/88	August 11/87
*M. Siciliano	Painter	April 28/88	August 13/87
*R. Marchello	Painter	May 3/88	August 22/87
*S. Schiraldi	Painter	April 27/88	October 21/81
*E. Hughes	Painter	May 3/88	October 25/87

*Receiving Full Board Benefits

<u>Name</u>	<u>Trade</u>	<u>Most Recent Hire Date</u>	<u>Seniority Date</u>
J. Cardoso	Painter	April 26/88	November 4/87
C. Guerreiro	Painter	April 27/88	January 13/88
D. Korunowski	Painter	June 14/88	January 13/88
N. Campbell	Painter	May 27/86	February 29/88
G. DiBartoloneo	Painter	June 6/88	March 28/88
T. Serra	Painter	April 27/88	April 21/88
H. Willis	Painter	May 25/88	April 29/88
A. Sprouierl	Painter	May 4/88	May 4/88
P. Breen	Painter	May 5/88	May 5/88
A. Hatos	Painter	June 6/88	June 6/88
M. Soares	Painter	June 13/88	June 13/88
L. Black	Painter	July 25/88	July 25/88
W. Methuen	Painter	November 14/88	November 14/88
M. Pritchard	Painter	November 14/88	November 14/88
J. Bares	Painter	November 15/88	November 15/88
A. Slawinski	Painter	November 15/88	November 15/88
S. Rachiele	Painter	November 16/88	November 16/88
S. Kirkpatrick	Painter	November 21/88	November 21/88
E. Malezadeh	Painter	November 21/88	November 21/88
*D. Cojafanceschi	Plasterer	March 10/88	July 19/87
J. Cooley	Plasterer	April 26/88	February 26/88
N. Moscone	Plasterer	April 18/86	April 19/88
G. Dimonte	Plasterer	May 10/88	May 10/88
G. Nakoff	Plasterer	June 27/88	June 27/88
T. Maclellan	Lather	March 22/88	December 8/85
G. Dicienzo	Lather	July 4/88	January 11/88
H. S. Lamarche	Lather	October 18/88	August 16/88
D. Dawson	Lather	October 18/88	March 21/87
R. Oliver	Luther	October 19/88	August 3/86

*Receiving Full Board Benefits

<u>Name</u>	<u>Trade</u>	<u>Most Recent Fire Date</u>	<u>Seniority Date</u>
G. Jamieson	Lather	October 27/88	October 27/88
W. P. Heyes	Lather	October 27/88	July 27/87
J. Findley	Lather	October 27/88	June 8/87
R. Doucette	Lather	October 28/88	August 12/88
S. Brown	Lather	November 7/88	November 7/88
L. Mercer	Lather	November 7/88	November 7/88
M. wood	Lather	November 9/88	November 9/88
G. Hackett	Lather	November 10/88	November 10/88
F.W. Webley	Lather	November 10/88	November 10/88
G. Herrera	Lather	November 14/88	November 14/88
O. Herrera	Lather	November 14/88	November 14/88
W. Vaughan	Plasterer's Lab	May 12/88	February 27/88
B. Echeverria	Plasterer's Lab	April 7/88	March 29/88
R. Freemantle	Plasterer's Lab	July 7/88	June 30/88
C. Sybblliss	Plasterer's Lab	July 7/88	July 7/88
S. Fenn	Plasterer's Lab	July 11/88	July 11/88
*M. Donascimento	Roofer's Assistant	April 11/88	December 21/84
*A. Carneiro	Roofer's Assistant	April 20/88	March 23/86
*T. Sands	Roofer's Assistant	April 6/88	June 25/81
J. Jackson	Sheetmetal Worker	July 27/88	November 27/88
W. Flude	Sheetmetal Worker	June 13/88	January 10/88
J. Mills	Sheetmetal Worker	June 13/88	February 15/88

*Receiving Full Board Benefits

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