



UNIVERSITY OF
TORONTO

COLLECTIVE AGREEMENT

- BETWEEN -

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO

- AND -

**THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
DISTRICT COUNCIL 46, LOCAL 557**

Term of Agreement: May 1, 2010 to April 30, 2012

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COLLECTIVE AGREEMENT ENTERED INTO at the City of Toronto, in the Province of Ontario, as of August 28, 2007.

Between
**THE GOVERNING COUNCIL
OF THE UNIVERSITY OF TORONTO**
(hereinafter called "the Employer")

- and -

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL 46
On Behalf of Local 557**
(hereinafter called "the Union")

ARTICLE 1: RECOGNITION AND COVERAGE

1:01 The Employer recognizes the Union as the exclusive collective bargaining agent with respect to all matters properly arising under the terms of this Agreement for all Working Foremen, Lead Hands, Painters and Painter Apprentices in the employ of the Employer working in and out of the Facilities & Services Department, save and except non-working foremen and persons above the rank of non-working foreman. The term "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as herein defined unless the context otherwise provides.

ARTICLE 2: MANAGEMENT FUNCTIONS

2:01 The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, classify, transfer, promote, demote, layoff, and suspend or otherwise discipline employees subject to the provisions of this Agreement;
- c) establish and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employees; and
- d) generally to manage and operate the University of Toronto.

ARTICLE 3: NO STRIKES OR LOCKOUTS

3:01 The Union agrees that there will be no strike, sit-down, slow-down, picketing or other interference which will stop, curtail or interfere with work, and in the event of any such action taking place, it will instruct the employees involved to return to work and perform their usual duties as well as to resort to the grievance procedure established herein. The Employer agrees that there will be no lockout of the employees during the term of this Agreement.

ARTICLE 4: DISCRIMINATION

4:01 The Employer shall not discriminate against an employee because of membership or activity in the Union or the exercise of his/her lawful rights, or with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital status, religion, nationality, ancestry or place of origin, political affiliation, place of residence, sexual orientation, physical

handicap or disability provided that such handicap or disability does not clearly prevent the carrying out of the required duties. Any person covered by this Agreement who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance Procedure.

Sexual Harassment

4:02 Sexual harassment shall be considered discrimination.

4:03 For the purpose of this Collective Agreement, "sexual harassment" means:

An unsolicited sexual advance or solicitation if (a) submission is, expressly or by implication, made a term or condition of a person's right to or continuation or advancement of employment, or (b) submission or rejection is used as a basis for employment decisions affecting the person.

and/or

Unwelcome verbal or physical conduct, occurring during the employment relationship, that emphasizes another person's sex or sexual orientation that creates for the employee an intimidating, hostile or offensive working environment.

4:04 In the event that a grievance alleging sexual harassment is filed, where the alleged harasser is the person who would normally deal with a step of such grievances, the grievance shall automatically be sent forward to the next step.

Employment Equity

4:05 The University and the Union are committed to employment equity in employment for women, aboriginal people, persons with disabilities and persons who are because of race or colour, in a visible minority in Canada.

ARTICLE 5: UNION SECURITY AND CHECK OFF

5:01 All employees under this Agreement, as a condition of employment, shall be members of the Union and maintain such membership in good standing.

5:02 As a condition of continued employment, employees who are not now members of the Union shall deliver to the Employer a properly authenticated authorization card signed by the employee in a form satisfactory to the Employer, and upon receipt of which, but not otherwise, the Employer will deduct from the first pay of such employee due him/her in each subsequent calendar month during the remainder of the term of this Agreement, an amount equivalent to such monthly Union dues as are levied upon all members of the Union in accordance with its constitution and by-laws. The amount of such initiation fee and monthly dues shall be certified to the Employer by District Council 46.

5:03 The amounts deducted in accordance with paragraph 5:02 are to be remitted by cheque to the Union prior to the end of the month in which the deduction is made. The Employer will, at the time of making such remittance hereunder to the Union, furnish it with a statement showing the names of the employees from whose pay such deduction has been made.

ARTICLE 6: UNION REPRESENTATION

6:01 The Employer agrees that there shall be one (1) Union Steward to represent the employees in the bargaining unit. The Union will notify the Employer in writing of the appointment of the Union Steward.

- 6:02 The Union acknowledges that the Union Steward has duties to perform on behalf of the Employer, and the Steward will not absent him/herself from such duties unreasonably in order to attend to the grievances of the employees. In consideration of this acknowledgement and undertaking, the Employer will compensate the Steward for the time spent in handling grievances of employees and attending to Union business. Such compensation shall not extend beyond normal working hours. The Steward will be required to request leave from the painter foreman before leaving his/her work place and will report back to him/her on returning to same.
- 6:03 The Employer agrees to pay not more than one (1) member of the bargaining committee for any time lost from regular employment for the purpose of conducting negotiations for contract renewal.
- 6:04 The Employer agrees that the Business Manager or his/her appointed Representative shall have the right to enter the plant and speak with members of the Union during working hours.

ARTICLE 7: DISCIPLINARY INTERVIEW

- 7:01 When an employee is summoned to the supervisor's office for an interview concerning discipline, the supervisor will inform the employee of his/her right to have his/her Union Steward present prior to discussing the matter with the employee. The employee may, if he/she so desires, request the presence of his/her Union Steward to represent him/her during the interview. If the employee requests representation by his/her Union Steward, the supervisor shall send for the Union Steward without undue delay and without further discussion of the matter with the employee concerned. Whether or not the Steward is present, a contact form will be made out and given to the employee and a copy supplied to the Steward within twenty-four (24) hours of the meeting.
- 7:02 Any record of a disciplinary action taken by the Employer will not remain on an employee's record beyond three (3) years from the date of such disciplinary action being taken.

ARTICLE 8: SUSPENSION OR DISCHARGE

- 8:01 An employee who has been suspended or discharged shall be advised in writing of the reason therefor. Whether called or not, the Steward will be advised in writing within one (1) working day (24 hours) of the fact of suspension or discharge and the reason therefor.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9:01 An employee having a grievance, or one (1) designated member of a group having a grievance, will first take up the grievance within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance with his/her supervisor, who will attempt to adjust it.

Step One

- 9:02 An employee may request his/her supervisor to call the Union Steward to handle a specified grievance. The word "specified" as used in this paragraph is interpreted by the parties hereto to mean an employee is required to "state the nature of the grievance." The supervisor will arrange to send for the Union Steward without undue delay and without further discussion of the grievance.
- 9:03 The Union Steward, with or without the employee present, will attempt to adjust the grievance with the supervisor before it is given to the supervisor in writing.
- 9:04 If the grievance is not adjusted by the supervisor, it shall be reduced in writing on an employee grievance form provided by the University and signed by the employee involved. The supervisor

shall give his/her answer in writing to the Steward without undue delay, but not more than three (3) working days after the grievance has been presented in writing.

Step Two

9:05 If the grievance is not settled at Step One, the written grievance may be referred to the Director, Buildings and Grounds, Facilities and Services by the Steward within five (5) working days after receiving the answer in writing. A meeting shall be arranged by the Designated Authority within three (3) working days of receiving the grievance.

Step Three

9:06 If the grievance is not settled at Step Two, a written grievance may be referred to the Director of Human Resources by the Business Manager of the Union within five (5) working days of receiving an answer in writing from the Director, Buildings and Grounds, Facilities and Services. A meeting shall be arranged by the Director of Human Resources or his/her designated representative with the Business Manager of the Union or his/her designated representative within five (5) working days of receipt of the grievance in order to resolve the dispute. If the grievance is not settled at this meeting, the Director of Human Resources or his/her designated representative shall notify the Union in writing within five (5) working days of the meeting.

Policy or Group Grievance

9:07 A grievance of the Employer, or a policy or group grievance of the Union which is distinguished from an employee's grievance, must be sent by registered mail or be personally delivered to the Director of Human Resources of the Employer or the Business Manager of the Union, as the case may be, within fifteen (15) working days after the occurrence of the matter which is the subject of the grievance. The parties shall meet to discuss any such grievance within ten (10) working days of receipt of the grievance, then either party may notify the other party in writing within a further period of five (5) working days that it intends to proceed to arbitration. The notice of intention to proceed to arbitration shall contain details of the grievance, a statement of the exact matter in dispute and a statement of the relief sought from an arbitration board.

Discharge Grievance

9:08 In the case of an employee being discharged, he/she may submit a grievance in writing, signed by him/her on a grievance form supplied by the University of Toronto to the Director of Human Resources within five (5) working days after his/her discharge. If the matter then is not immediately settled, the Director of Human Resources or his/her designated representative shall meet with the Business Manager of the Union or his/her designated representative, within a further period of five (5) working days after presentation of the grievance. If the grievance is not settled at this meeting, then either party may notify the other in writing within a further period of five (5) working days after the date of the meeting that it intends to proceed to arbitration as herein set out.

9:09 Time limits set forth in the grievance or arbitration procedures may be extended by mutual agreement in writing between the parties hereto.

9:10 Saturdays, Sundays and paid holidays will not be counted in determining the time within which any action is to be taken or completed under the grievance or arbitration procedure.

ARTICLE 10: ARBITRATION

10:01 If the grievance is not settled at Step Three, either party may notify the other within a further period of five (5) working days after receiving the written reply that it intends to proceed to arbitration. The notice to proceed to arbitration shall contain the details of the grievance, a

precise statement of the matter in dispute, a statement of the actual remedy sought by the party from an arbitrator, and the name and address of the party's nominee as arbitrator.

- 10:02 The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's selection of an arbitrator within fifteen (15) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of fifteen (15) working days, either parties shall then have the right to request the Ministry of Labor for Ontario to appoint an arbitrator
- 10:03 Each party shall jointly and equally bear the fees and expenses of the arbitrator. No grievance may be submitted to an arbitrator unless it has been properly carried through all of the required steps of the grievance and arbitration procedures.
- 10:04 Alternatively, the parties may by mutual agreement agree that the grievance be referred to a board of arbitration.

The party who gives notice that the grievance be referred to a board of arbitration shall notify the other party of the name and address of the party's nominee to the proposed arbitration board. The party who receives the notice of intention to proceed to a board of arbitration shall then notify the other party of the name and address of their party's nominee to the proposed arbitration board within ten (10) working days after receiving the notice. The two (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of ten (10) working days after the appointment the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

- 10:05 In the event that an arbitrator properly deals with a matter relating to discharge or other disciplinary action, the arbitrator has the authority to reinstate an employee, with or without compensation for wages lost or to make any other award it may deem just in the event that there has been a violation of this Agreement by the Employer.
- 10:06 An arbitrator shall not have any authority to make any decision which is inconsistent with the terms of this Agreement, nor to add to or amend any of the terms of this Agreement. The jurisdiction of the arbitrator shall be strictly confined to dealing with the issue in dispute between the parties and the type of relief sought as outlined in the notice of intention to proceed to arbitration. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 11: HIRING

- 11:01 In the event of the Employer wishing to employ painters or painter apprentices, it shall first apply to the Union. If within five (5) working days the Union cannot supply applicants satisfactory to the Employer, the Employer may then arrange to hire elsewhere. As a condition of continuing employment, any new employee will be required to obtain Union membership on completion of the probationary period.

ARTICLE 12: PROBATIONARY EMPLOYEES

- 12:01 New employees will be considered as probationary employees until after they have worked for a period of sixty (60) working days, from the date of last hire by the Employer. The Employer may discharge an employee, at any time during the probationary period, without cause and at the sole discretion of the Employer.

In the event an employee is discharged he/she shall be entitled to submit a grievance under section 9:08 of the collective agreement.

12:02 The Employer agrees that in the event that Temporary Journeymen are employed, they shall be employed in accordance with Schedule X.

ARTICLE 13: SENIORITY

13:01 An employee will be considered on probation and will not acquire seniority until he/she has worked a total of sixty (60) working days for the Employer, when his/her seniority shall commence from the date of last hiring.

13:02 The Employer agrees to observe the seniority of employees in connection with promotions, demotions, transfers, layoffs, and recalls, insofar as it is practicable to do so, providing their other qualifications are relatively equal. Promotions to supervisory positions shall not be subject to the provisions of this Agreement.

13:03 A seniority list will be prepared and forwarded to the Union office on or about the 30th day of September during the term of this Agreement.

Temporary Layoff Notice

13:04 The Employer shall notify employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work five (5) full working days after notice of layoff, he/she shall be paid in lieu of that part of five (5) days during which work was not available.

Termination Layoff Notice

13:05 The Employer shall notify employees who are to be permanently laid off in accordance with the following schedule:

Upon completion of the probationary period, but less than 1 year - 1 week
1 year of service, less than 2 years - 3 weeks
2 years of service, less than 4 years - 4 weeks
4 years of service or more - 1 week for each year of service to a maximum of 35 weeks

If an employee to be laid off has not been given the opportunity to work the amount of time specified in the above schedule, he/she shall be paid in lieu of that part of the notice required in the schedule during which work was not available.

One (1) week's pay is equal to the amount an employee would have received at his/her regular non-overtime work week.

13:06 Employees who continue to be employed by the Employer in an acting position outside of the bargaining unit shall continue to acquire seniority for the duration of the acting appointment. This shall not extend beyond one (1) year, unless mutually agreed to between the Union and the University.

ARTICLE 14: CHANGE OF ADDRESS

14:01 It shall be the duty of the employee to notify the Employer promptly of any change of address or telephone number. If any employee should fail to do so, the Employer will not be responsible for failure of any notice to reach the employee.

ARTICLE 15: LEAVES OF ABSENCE

General

15:01 Subject to the written approval of the Director, Buildings and Grounds, Facilities and Services only, any employee may be granted leave of absence without pay because of personal illness or for valid personal reasons. When an employee requests a leave of absence in writing, he/she shall be given an answer within a reasonable time period of making the request. All applications for a leave of absence must be made in writing and submitted to the Director, Buildings and Grounds, Facilities and Services. Any extension of a leave of absence must also be applied for and granted in writing.

Conventions and Seminars

15:02 Subject to the approval of the Director, Buildings and Grounds, Facilities and Services and upon written request at least fourteen (14) days in advance, leave of absence without pay or loss of seniority shall be granted to not more than two (2) employees at any one (1) time who may be elected or appointed by the Union to attend any authorized labour convention or educational seminar. Such leave of absence is to be confined to the actual duration of the convention or educational seminar and the necessary traveling time. Such leave shall not exceed ten (10) working days per year for each employee to whom such leave is granted.

Full-time Officer of the Union

15:03 Where an employee is elected to a full-time office within the Union, he/she may request a leave of absence at least fourteen (14) days in advance in writing from the Director, Buildings and Grounds, Facilities and Services, for a period not to exceed two (2) years. Subject to the approval of the Director, Buildings and Grounds, Facilities and Services, he/she shall be granted a leave of absence. Upon the expiration of his/her term of office and upon written request to the Director, Buildings and Grounds, Facilities and Services, which must be submitted at least fourteen (14) days prior to said termination, the member shall return to his/her former position. The above described leave of absence shall be limited to one (1) employee at any one (1) time during the term of this Agreement.

Employer Discontinues Contributions to Welfare Benefits

15:04 Where an employee has been granted leave of absence without pay in accordance with and pursuant to Articles:

- 15:01 Leave of Absence -- General
- 15:03 Full-time Officer of the Union

the Employer shall discontinue its share of contributions for the aforesaid employee to:

- The Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto
- University of Toronto Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff
- University of Toronto Long-Term Disability Plan for Members of the Academic and Administrative Staff
- University of Toronto Dental Care Plan
- University of Toronto Extended Health Care Plan
- University of Toronto Semi-Private Hospital Accommodation Plan
- University of Toronto Joint Membership Plan
- University of Toronto Vision Care Plan

Employee May Continue Contributions

15:05 The employee can make provisions for continuance of coverage of whatever welfare benefit programs in which the employee was enrolled prior to said leave of absence being granted by making direct payment to the supervisor of the fortnightly payroll. All premiums must be paid in advance and in accordance with rules established by the Human Resources Department.

Seniority During Leave of Absence

15:06 Employees who have been granted leave of absence shall retain their seniority acquired until said leave of absence is commenced. The employee shall not continue to acquire seniority during that time while on leave of absence where an employee has been granted sixty (60) working days or more leave of absence for valid personal reasons in accordance with and pursuant to article 15:01 of the Agreement.

ARTICLE 16: HOURS OF WORK

16:01 Hours of work for all employees covered by this Agreement shall be seven and one-half ($7\frac{1}{2}$) hours per day, thirty-seven and one-half ($37\frac{1}{2}$) hours per week. This shall not constitute a guarantee of hours of work per day or week. The standard lunch period shall be one-half ($\frac{1}{2}$) hour without pay during each full shift.

Shift Premium

16:02 For work that is of such a nature that it cannot be performed between the hours of 8:00 a.m. and 4:00 p.m., the following shift premiums shall apply to work performed during the following hours.

Between 4:00 p.m. and 11:59 p.m. (midnight): Where an employee is scheduled to work during this period he/she shall be paid time and one-seventh ($1\frac{1}{7}$) the regular hourly rate; six and one-half ($6\frac{1}{2}$) hours worked for seven and one-half ($7\frac{1}{2}$) hours pay.

Between 12:00 a.m. midnight and 8:00 a.m.: Where an employee is scheduled to work during this period he/she shall be paid time and one-third ($1\frac{1}{3}$) the regular hourly rate; five and one-half ($5\frac{1}{2}$) hours work for seven and one-half ($7\frac{1}{2}$) hours pay.

In the event of a shift change, employees will be given three (3) days notice.

Overtime

16:03 Authorized work performed in excess of seven and one-half ($7\frac{1}{2}$) hours per day or in excess of thirty-seven and one-half ($37\frac{1}{2}$) hours per week shall be paid at the rate of two (2) times the basic hourly rate. All hours worked on Saturdays and Sundays will be paid for at the rate of two (2) times the basic hourly rate.

Overtime Distribution

16:04 The Employer agrees to distribute overtime work as equitably as possible amongst employees performing work in the same classification at the same location. Employees who are requested to work overtime and fail to report to the assignment will be considered to have worked for the purpose of establishing records.

No Pyramiding

16:05 Premium payments shall not be duplicated under any of the terms of this article. If premium payments are provided under two (2) or more provisions of this article, then payment shall be made under the single provision which provides the highest rate of pay.

Meal Allowance

16:06 Employees required to work an extra continuous shift as overtime will be supplied with two (2) free meals, the value to be not more than ten (10) dollars per meal or the equivalent amount in cash, in addition to overtime rates paid. If an employee is required to work overtime a complete half shift immediately following the employee's regular shift, he/she will be supplied with one (1) free meal, the value to be not more than ten (10) dollars per meal or the equivalent amount in cash, in addition to overtime rates paid.

In the event twenty-four (24) hours notice is given to the employee where overtime work is scheduled meal allowance will not be paid.

Rest Periods

16:07 All employees will be permitted a fifteen (15) minute rest period both in the first half of the shift and in the second half of the shift.

Recall

16:08 Any employee who has completed his/her regular shift and is recalled to work shall receive a minimum of three (3) hours pay at the overtime rate, or the number of hours worked at the applicable overtime rate. This clause shall not be applicable when an employee is instructed to report early for a regular shift.

ARTICLE 17: WAGES

17:01 The Employer agrees to pay the schedule of wage rates attached hereto as Schedule I.

ARTICLE 18: PAID HOLIDAYS

18:01 All employees covered by this Agreement shall be granted the following paid holidays with pay at the employee's regular rate of pay for his/her normal number of working hours:

- | | |
|----------------|---------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Day Before Christmas Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Day Before New Year's Day |
| Labour Day | |

The foregoing provision concerning payment for paid holidays shall not apply if the paid holiday involved occurs or is observed by the Employer during a period when the employee concerned is absent from work by reason of sickness, authorized leave of absence, or by reason of being laid off.

All employees required to work on any of the above paid holidays will receive pay for time worked on such holidays at two (2) times the regular rate in addition to the regular holiday pay.

18:02 The Employer shall designate the day of observance of paid holidays in the aforementioned clause 18:01.

Notice shall be sent to the Union by the Employer within a reasonable time period prior to the date of observance of the paid holiday or paid holidays.

Overtime

18:03 All hours worked in excess of seven and one half (7^{1/2}) hours on one (1) of the above paid holidays shall be paid for at the rate of two (2) times the basic hourly rate.

ARTICLE 19: VACATION WITH PAY

19:01 Employees who have earned vacation credits after July 1 shall be entitled to vacation pay as follows:

Vacation Entitlement Length of Continuous Service as of July 1st	Vacation Adjustment (Length of Vacation with Pay at Regular Hourly Rate)	Based on a Percentage of Overtime and Shift Premium Earnings
1 month	1 day	4.0%
2 months	3 days	4.0%
3 months	4 days	4.0%
4 months	5 days	4.0%
5 months	6 days	4.0%
6 months	8 days	4.0%
7 months	9 days	4.0%
8 months	10 days	4.0%
9 months	11 days	4.2%
10 months	13 days	5.0%
11 months	14 days	5.4%
1 year	15 days	6.0%
6 years	16 days	6.4%
7 years	17 days	6.8%
8 years	18 days	7.2%
9 years	19 days	7.6%
10 years	20 days	8.0%
12 years	21 days	8.4%
14 years	22 days	8.8%
15 years	25 days	10.0%

The percentage of overtime and shift premiums as applied to vacation will be calculated on a fortnightly basis and paid along with regular earnings.

Vacation pay will be prorated, in the event, the employee has received payment under Long-Term Disability or, in the event, Workplace Safety and Insurance claims exceed fifteen (15) consecutive weeks. Vacation payment will also be prorated in the event an employee has been granted an unpaid leave of absence in accordance with Article 15:01.

19:02 The Employer shall post vacation schedules by April 15 of each year, and thereafter such schedules shall not be changed unless mutually agreed to by the employee and the Employer.

The choice of vacation period will be given to employees according to seniority in their classification.

Employees wishing to split vacation in prime time, July 1 to September 15, may do so, but can only exercise their seniority for one (1) period. Requests for vacation period shall not be unreasonably withheld; however, the Employer reserves the authority to designate vacation periods in a manner consistent with the efficient operations of the plant.

Vacation with Pay on a Paid Holiday

19:03 If a paid holiday falls during an employee's vacation, an extra day off with pay will be allowed in lieu of the holiday.

ARTICLE 20: SICK LEAVE

Definition

20:01 Sick leave is defined as absence because of an employee's illness or injury not incurred in the performance of regular duties, or absence because of quarantine through exposure to a contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of the Sick Leave Plan is to provide against loss of earnings for University employees who are prevented by sickness or accident from performing their regular duties.

Basis of Leave

20:02 All full-time employees upon completion of sixty (60) working days shall be eligible to be granted sick leave with pay for periods of up to fifteen (15) weeks during unavoidable absence due to illness or injury not compensable under the provisions of the *Workplace Safety and Insurance Act*.

In the event of a recurrence of an illness or injury within three (3) months of a return to work following the most recent absence, such recurrence shall be deemed to be a continuation of the original illness or injury for the purpose of sick leave pay. In the event of a recurrence of an illness or injury beyond three (3) months of a return to work following the most recent absence such recurrence shall be deemed to be a new illness or injury.

20:03 In each calendar year commencing July 1st, sick leave with pay will be granted in accordance with the following provisions: After the third (3rd) period of absence due to illness, no pay will be granted for the first one (1) day of sick leave absence. After the fourth (4th) period of absence due to illness, no pay will be granted for the first two (2) days of sick leave absence. After the fifth (5th) or any subsequent period of absence due to illness, no pay will be granted for the first three (3) days of sick leave absence.

20:04 Article 20:03 shall not apply in the first occurrence in the event an employee is absent due to an accident or an injury requiring the attention of a physician or in the instance of an employee who is hospitalized, nor shall such absences be counted in determining the number of periods of absences referred to in Article 20:03.

20:05 In the event an employee is laid off and is absent from work due to illness or injury two (2) months or less before the layoff and received notice of the layoff prior to the occurrence of the illness or injury, sick leave pay shall terminate as of the effective date of the layoff. Sick leave pay shall continue beyond the date of layoff to a maximum of fifteen (15) weeks in accordance with Article 20:02 when an employee is absent from work due to illness or injury two (2) months or more in advance of the layoff, or was absent from work due to illness or injury prior to receiving notice of layoff.

Required to Call In

20:06 When an employee is unable to report to work due to sickness or injury, the supervisor must be notified promptly and informed as early as possible of the probable date when the employee is able to return to work.

Physician's Certificate

20:07 An employee who is absent due to illness for more than five (5) consecutive working days shall furnish within ten (10) consecutive days from the commencement of such absence a certificate from his/her physician covering the nature of the illness and the date examined by the physician and the probable date of return to duty of the employee.

An employee, with prior written notification, may be required by the employee's supervisor to provide a doctor's certificate certifying that the employee is unable to carry out the employee's normal duties due to illness.

Medical Examination on Returning to Work

20:08 Following a prolonged or serious illness, the Employer may require the employee to be certified medically fit, either by the employee's physician or a physician appointed by the Employer, before he/she returns to his/her regular duties.

Misuse of Sick Leave

20:09 Where it has been established that an employee has misused the sick leave provisions, such misuse will be cause for termination of services by the Employer.

Medical Examination Required During Employment

20:10 Where the Employer has reason to believe that the employee may not be able to safely or satisfactorily perform his/her duties as a result of injury, accident, illness or for other reasons, the employee may be required to be certified by a legally qualified Medical Practitioner employed by the Employer.

Dispute Over Medical Examination

20:11 Should a dispute arise between an employee and the Employer's Medical Practitioner as to the employee's fitness, the employee shall be referred to an independent medical consultant mutually agreed upon by the Union and the Employer. The consultant's opinion shall be considered the final decision as to the employee's fitness to continue to work at his/her regular occupation.

Sick Leave Pay While Drawing Workplace Safety and Insurance Benefits

20:12 An employee who is prevented from performing his/her regular work with the Employer as a result of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the *Workplace Safety and Insurance Act* shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary from the first day of the said accident. Payment from the Employer shall not exceed a term of fifteen (15) consecutive weeks for each accident compensable by the Workplace Safety and Insurance Board.

Hospitalized During Vacation

20:13 An employee who is hospitalized during his/her vacation period will be allowed to draw sick leave with pay in accordance with article 20:02, providing that the employee furnishes proof of such hospitalization to his/her supervisor. The employee will be allowed to reschedule that portion of vacation during which he/she was hospitalized at a later date mutually agreeable to the employee and the employee's supervisor.

Exceptions

20:14 Sick leave shall not be paid to an employee on authorized leave of absence or upon termination, discharge or retirement. During a period of vacation, payment will not be made for sick leave except as provided in article 20:13.

ARTICLE 21: BEREAVEMENT LEAVE

21:01 In the event of a death in the family, an employee will be granted, upon request, up to a maximum of three (3) days without loss of regular pay for attendance at or to make the necessary arrangements for the funeral. "Family" shall mean husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents and grandchild. As a condition of payment, the employee must attend the funeral or memorial service of the deceased and on request present proof of bereavement.

ARTICLE 22: PATERNITY LEAVE

22:01 Upon the birth or adoption of a child a father shall be granted up to two (2) days paid leave of absence.

Application for such leave shall be submitted in writing to the employee's supervisor, at least five (5) days in advance. Paternity leave must be taken within the first month of the birth or an adoption.

ARTICLE 23: PAID PERSONAL LEAVE OF ABSENCE

23:01 Commencing July 1st of each year, each member of the bargaining unit shall be allowed for good reason up to three (3) days paid leave of absence annually. Such leave of absence shall not accrue from one (1) year to another if not used in that year. Each application for leave of absence must be made in writing to the supervisor, and shall indicate the reason for the application therefor. Written requests for leave of absence must be submitted to the supervisor at least five (5) working days in advance. The supervisor will provide the employee with an answer within two (2) working days after receiving the written request. Employees shall not be allowed to use leave of absence for the purpose of extending vacations or the day prior to or following a paid holiday.

ARTICLE 24: JURY DUTY OR CROWN WITNESS SERVICE

24:01 The Employer shall compensate any employee who is required for jury duty or crown witness service.

ARTICLE 25: WORK DONE BY SUPERVISORS AND STAFF MEMBERS

25:01 Employees who are not in the bargaining unit will not perform duties normally done by those employees who are covered by this Agreement, except for the purpose of instruction, experimenting or in emergencies when regular employees are not available, or to the extent that bargaining unit employees are deprived of working normal hours or deprived of overtime work assignments.

ARTICLE 26: WORKING IN A HIGHER CLASSIFICATION

26:01 When an employee has been temporarily appointed to work in a higher classification in the bargaining unit, he/she shall be paid the appropriate rate for the duration of that appointment.

ARTICLE 27: JOB SECURITY

Contracting or Subcontracting

27:01 It is the declared intention of the Employer to provide for the job security of the employees covered by the terms of this Agreement to the extent consistent with the obligation of the Employer to undertake the operations and administration of the University of Toronto in the most efficient and economic manner possible in order that it may satisfactorily discharge its public responsibilities. It is agreed that any full-time employee with the exception of apprentices with two (2) years of service or more shall not be laid off by reason of the Employer contracting out work being performed by such employee.

27:02 The University will only contract or subcontract maintenance and/or industrial, commercial, and institutional ("ICI") sector work (i.e., painters and painters' apprentices work and the laying of resilient tiles, ceramic tiles, hardwood tiles, sheet goods, linoleum or carpets, or drywall tapers, plasters, or fireproofing applicators) to contractors or subcontractors who are bound by the provincial collective agreement between the Ontario Painting Contractors Association, Acoustical Association Ontario, Interior Systems Contractors of Ontario and the International Union of Painters and Allied Trades (the "Provincial Agreement"). The parties agree that for the purposes of this Article maintenance and/or ICI sector work does not include work in all University residences.

ARTICLE 28: CORRESPONDENCE

28:01 All correspondence between the parties arising out of this Agreement or incidental hereto shall pass to and from the Director of Labour Relations of the University of Toronto, 215 Huron Street, 8th Floor, Toronto, Ontario, M5S 1A2 and the Business Manager of the International Union of Painters & Allied Trades, District Council 46, On Behalf on Local 557, 130 Toro Road, Toronto, Ontario, M3J 2A9.

ARTICLE 29: CLOTHING

29:01 The Employer agrees to provide three (3) uniforms (shirts and pants) or three (3) sets of coveralls, a winter parka and spring jacket to employees initially upon completion of the probationary period. The Employer will replace worn out clothing as required. As a condition of employment, employees will be required to wear such clothing while on duty.

ARTICLE 30: SAFETY SHOES ALLOWANCE

30:01 Where the Employer requires safety shoes or boots to be worn as a condition of employment, the Employer will pay to the employee a safety shoe or boot allowance of ninety-five (95) dollars.

Safety shoes or boots must be Canadian Standards Association approved, and be in serviceable condition as determined by the employee's supervisor.

ARTICLE 31: BENEFITS

Pension Plan

31:01 The Employer agrees to provide a Pension Plan, the details of which are set out in Schedule II.

Long-Term Disability Plan

31:02 The Employer agrees to provide a Long-Term Disability Plan, the details of which are set out in Schedule III.

Group Life and Survivor Income Plan

31:03 The Employer agrees to provide a Group Life and Survivor Income Plan, the details of which are set out in Schedule IV.

Dental Care Plan

31:05 The Employer agrees to provide a Dental Care Plan, the details of which are set out in Schedule V.

Extended Health Care Plan

31:06 The Employer agrees to provide an Extended Health Care Plan, the details of which are set out in Schedule VI.

Semi-Private Hospital Accommodation Plan

31:07 The Employer agrees to provide a Semi-private Hospital Accommodation Plan, the details of which are set out in Schedule VII.

Joint Membership Plan

31:08 The Employer agrees that employees covered by this Agreement are eligible for this plan as set out in Schedule VIII.

Vision Care Plan

31:09 The Employer agrees to provide a Vision Care Plan, the details of which are set out in Schedule IX.

ARTICLE 32: DURATION AND MODIFICATION OF AGREEMENT

32:01 This Agreement shall continue in effect until April 30, 2012 and shall continue automatically thereafter for annual periods of one (1) year each, unless either party notifies the other in writing within the period of three (3) months next preceding the expiration date of this Agreement that it desires to amend or terminate it.

32:02 If, pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under *the Ontario Labour Relations Act* have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on this August 28, 2007.

THE GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO BY:



Vice-President, Human Resources & Equity



Secretary of Governing Council

AND

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
DISTRICT COUNCIL 46, ON BEHALF OF LOCAL 557 BY:**



Business Manager

SCHEDULE I: WAGES RATES

<u>Classification</u>	<u>As of May 1, 1999</u>
Working Foreman Painter	\$25.80
Journeyman Painter	22.43
Apprentice Painter	
1st Term - start to 6 months	8.97
2nd Term - 6 months to 1 year	10.10
3rd Term - 1 year to 2 years	13.46
4th Term - 2 years to 3 years	17.95

SCHEDULE II: PENSION PLAN

The Employer and the employees shall continue to make contributions to the Pension Plan for Members of the Academic and Administrative Staff of the University of Toronto in accordance with the provisions and regulations of the said plan during the term of this Agreement.

Employees who become eligible shall be enrolled in the said pension plan on the date of eligibility. Notwithstanding, the Employer shall have the right to amend or change the said Pension Plan during the term of this Agreement.

SCHEDULE III: LONG-TERM DISABILITY PLAN

The Employer and the employees shall continue to make contributions to the Long-Term Disability Plan for Members of the Academic and Administrative Staffs of the University of Toronto, in accordance with the provisions and regulations of the said plan during the term of this Agreement.

New employees will be required to enroll in the said plan within one (1) month of the first day of employment.

The Employer shall have the right to amend or change the said Long-Term Disability Plan during the term of this Agreement.

SCHEDULE IV: GROUP LIFE AND SURVIVOR INCOME PLAN

The Employer shall provide basic coverage at no cost to the employee, in accordance with the provisions and regulations of the Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff, during the term of this Agreement. Employees may elect to take additional coverage in accordance with the provisions and regulations governing Optional Coverage as specified in the Group Life and Survivor Income Plan.

The Employer shall have the right to amend or change the said Group Life and Survivor Income Plan during the term of this Agreement.

SCHEDULE V: DENTAL CARE PLAN

The Employer agrees to contribute not less than eighty (80) percent of the premium for employees participating in the University of Toronto Dental Care Plan.

The parties agree to be governed by the provisions and regulations of the said plan for the term of the Agreement. The Employer shall have the right to amend or change the Dental Care Plan during the term of this Agreement.

Participation in the Dental Care Plan is a condition of employment. Only employees who have dental insurance coverage through their spouse will be exempted from participation. The Employer will not be required to make any payment in lieu of premiums to any employee who is thus exempt from participation in the Dental Care Plan.

SCHEDULE VI: EXTENDED HEALTH CARE PLAN

The Employer shall contribute seventy-five (75) percent of the cost of the University of Toronto Extended Health Care Plan for all participating employees.

The parties agree to be governed by the provisions and regulations of the University of Toronto Extended Health Care Plan during the term of this Agreement.

The Employer shall have the right to amend or change the University of Toronto Extended Health Care Plan during the term of this Agreement.

SCHEDULE VII: SEMI-PRIVATE HOSPITAL ACCOMMODATION PLAN

The Employer shall subsidize the cost to the employee of the University of Toronto Semi-Private Hospital Accommodation Plan at seventy-five (75) percent of the monthly premium rates, for all participating employees. The parties agree to be governed by the provisions and regulations of said plan during the term of this Agreement. The Employer shall have the right to amend or change the said plan during the term of this Agreement.

As a condition of employment, an employee covered by the terms of this Agreement shall be enrolled in this plan.

SCHEDULE VIII: JOINT MEMBERSHIP

Employees who are members of the International Union of Painters and Allied Trades, District Council 46 bargaining unit are eligible for membership in the Joint Membership Plan for Staff of the University of Toronto, subject to the provisions established with respect to such membership.

The Employer shall have the right to amend or change the said Joint Membership Plan during the term of this Agreement. Should it become necessary to amend or change the said Plan, the Employer will discuss such amendments or changes with the Union.

SCHEDULE IX: VISION CARE PLAN

A Vision Care Plan is provided to employees in the bargaining unit employed by the University of Toronto with the following benefits:

- Coverage up to one hundred and fifty (150) dollars every two (2) years per family member with no deductible.
- The University subsidy will be fifty (50) percent of the cost of the premiums.
- Coverage includes contact lenses and prescription sunglasses.
- Membership will be mandatory for all staff except those who have exempted themselves because they have coverage in a spousal plan.

The Employer shall have the right to amend or change the said Vision Care Plan during the term of this Agreement.

SCHEDULE X: TEMPORARY JOURNEYMEN PAINTERS

The Employer and the Union agree that when the University employs Temporary Journeymen Painters, supplied by the Union, the following conditions shall govern such employment:

1. Temporary Journeymen Painters shall be employed for a period not to exceed six (6) continuous calendar months;
2. Temporary Journeymen Painters shall be entitled only to the following terms and conditions of the current collective agreement dated October 17, 2005 between the parties;

- | | | | |
|----|------------------------------|---|-----------------------------------|
| a) | UNION SECURITY AND CHECK-OFF | • | Articles 5:01, 5:02, and 5:03 |
| b) | SUSPENSION OR DISCHARGE | • | Article 8:01 |
| c) | GRIEVANCE PROCEDURE | • | Articles 9:01 to 9:10 inclusive |
| d) | ARBITRATION | • | Articles 10:01 to 10:06 inclusive |
| e) | HIRING | • | Article 11:01 |
| f) | HOURS OF WORK | • | Article 16:01 |
| g) | SHIFT PREMIUM | • | Article 16:02 |
| h) | OVERTIME | • | Article 16:03 |
| i) | REST PERIODS | • | Article 16:07 |

All other terms and conditions of the collective agreement shall not be applicable to Temporary Journeymen Painters.

The Employer shall pay to Temporary Journeymen Painters the current wage rates and pension and welfare benefit contributions as published by the Corporation of the City of Toronto Fair Wage Office for Journeymen Painters.

Contributions for the Union Pension Plan, Union Welfare benefits and vacation and paid holidays allowance shall be made monthly on behalf of the employee to: District Council 46, International Union of Painters and Allied Trades Welfare Committee together with forms supplied by the Administration and completed by the Employer showing the names of employees upon whose behalf the contributions were made.

It is further agreed that the Employer shall contribute ten (10) percent of the employee's gross earnings as vacation and paid holiday allowance.

A Temporary Journeymen Painter who exceeds six (6) continuous calendar months of service shall acquire seniority in accordance with Articles 13:01 and 13:02.

LETTER OF INTENT: DISCUSSION OF LAYOFF

August 28, 2007

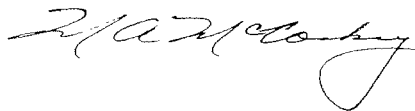
Mr. Bill Nicholls
Business Manager
International Union of Painters
& Allied Trades
District Council 46
130 Toro Road
Toronto, Ontario
M3J 2A9

Dear Mr. Nicholls,

The University agreed to prepare a letter of intent concerning discussion of layoff.

In the event that the University anticipates a reduction in staff resulting in termination layoff(s) affecting employees within the scope of this Agreement, the University will, in advance of implementation, call a meeting of the Union/Management Committee to discuss its intentions with the Union. In such discussions, the University will explain its reasons for the layoff, and provide the Union with information concerning the anticipated number of employees who would be affected. The Union will have an opportunity to suggest ways in which the reduction might otherwise be achieved. This process of discussion will not limit the Employer's right to determine to proceed with implementation of a termination layoff in accordance with the terms of the Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'Mary Ann Ross', written in a cursive style.

Mary Ann Ross
Director Labour Relations

LETTER OF INTENT: FEE WAIVER FOR DEPENDANTS

August 28, 2007

Mr. Bill Nicholls
Business Manager
International Union of Painters
& Allied Trades
District Council 46
130 Toro Road
Toronto, Ontario
M3J 2A9

Dear Mr. Nicholls,

The University agrees that dependants of employees in the bargaining unit shall be entitled to the benefits of the Fee Waiver for Dependants Policy attached hereto. It is agreed that the University may amend the aforesaid Policy from time to time.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Ann Ross", with a large, stylized flourish at the end.

Mary Ann Ross
Director Labour Relations

INTRODUCTION

In order to assist staff members who have dependants of University age or dependants who, at a later age, wish to pursue University studies, the University will extend to the dependants of such staff members a waiver of the academic tuition fee for specific University of Toronto programmes. The terms and conditions of this staff benefit are described below.

TERMS OF REFERENCE

A dependant must have met the admission requirements for the qualifying programme and have followed the normal procedures regarding application for admission and registration before application is made for tuition to be waived under this policy.

For the purposes of this policy, "dependant" shall mean a son, daughter or spouse of an eligible staff member.

"Academic tuition fee" by definition excludes application, registration, service, examination and other incidental fees.

ELIGIBILITY

This benefit is available to:

Staff members of the University and faculty members of the Federated Colleges. In the case of part-time staff members, the benefit will be prorated in accordance with the part-time appointment.

Student: Dependants proceeding towards a degree or certificate in a qualifying programme (not special students). Qualifying programmes are described under **Provisions** (below).

PROVISIONS

The academic tuition fee waiver is applicable to programmes which lead to a first undergraduate degree or certificate and which do not require prior undergraduate preparation since admission is normally gained directly from high school. Eligible dependants enrolled in these programmes will have their academic tuition fee waived for each academic year of the programme until the degree or certificate is awarded.

The waiver is not applicable to the following:

All programmes in:	Dentistry
	Education
	Law
	Medicine
	Royal Conservatory of Music
	School of Graduate Studies
	Library Science
	OISE/UT
	Management Studies
	Social Work
	School of Continuing Studies
	Woodsworth College Diplomas

Transitional Year Programme
Pre-University Programme

Where a student receives a scholarship which provides for the payment of fees, the terms of the scholarship will apply prior to any waiver of tuition under this policy.

PROCEDURE

Staff members should obtain two (2) copies of the form "Application for Waiver of Academic Tuition for Dependents of Staff" from their department or Division Head or the Human Resources Department.

One (1) copy of the form should be retained by the student or staff member.

The other copy of the form should be presented, with a fees form along with payment of all incidental fees, to the Fees Department (or College Bursar if the student is enrolling in a Federated College).

Administration of this Policy

Questions and requests for the interpretations of the policy should be referred to the Human Resources Department.

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