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# **AGREEMENT**

between  
**THE TORONTO HARBOUR  
COMMISSIONERS**

and

**LOCAL 186 (SALARIED EMPLOYEES),  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, C.L.C.**

**TORONTO, ONTARIO**

**1989-1990**

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**AGREEMENT**

**BETWEEN:**

**THE TORONTO HARBOUR  
COMMISSIONERS  
(hereinafter called the "Commissioners")  
OF THE FIRST PART**

**- and -**

**LOCAL 186, (SALARIED EMPLOYEES)  
THE CANADIAN UNION OF  
PUBLIC EMPLOYEES,  
(hereinafter called the "UNION")  
OF THE SECOND PART**

**THE PARTIES HERETO CONVENANT AND  
AGREE TO THE FOLLOWING TERMS,  
CONDITIONS AND PROVISOS:**

**Article 1  
DEFINITIONS**

1) **Casual Employee** - means any person hired by the Commissioners for a **definite** period of time, with a **definite termination** date, as set out in a casual position classification in Schedule "A" hereto.

2) **Contractual Employee** - means any person engaged by the Commissioners for the purpose of replacement of an employee who is on vacation, sick leave or other leaves of absence for the duration of such absences or for temporary assistance on special projects or heavy work loads. In the case of special projects or heavy work loads, such engagement shall not exceed two (2) months duration unless otherwise mutually agreed by the parties hereto.

**Article 2  
PURPOSE**

This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Toronto Harbour Commissioners **and their** employees in the bargaining unit. It is the desire of both parties to co-operate in maintaining harmonious relations between the Commissioners **and** their employees and to provide an amicable method of settling any differences or grievance concerning the general working conditions which may arise from time to time.

**Article 3**  
**RECOGNITION AND NEGOTIATIONS**

The Commissioners, or anyone **authorized** to act on their behalf, approve **and recognize** the Union as the sole collective bargaining agency for all their employees working in the position classifications set forth in Schedule "A" hereto. When new position classifications are created by the Commissioners that are similar to those in the bargaining unit, the parties hereto shall mutually agree whether or not such new classifications should be incorporated into the bargaining unit and shall agree on the rate of pay for such position classifications if so incorporated, it being distinctly understood and agreed that contractual employees as herein defined are specifically excluded. In the event of a dispute, the matter in dispute shall be referred to arbitration in accordance with Article 16 hereof. For purposes of this Agreement, Contractual employees are deemed not to be part of the bargaining unit.

The Commissioners hereby agree to negotiate with the Union through any **authorized** committee thereof in all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise **between them. Supervisors or other management personnel** whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit when qualified employees are available except for the purpose of instruction, experimenting, in emergencies when regular employees are not **available**, or in circumstances when regular employees are occupied with other work.

**Article 4**  
**AGREEMENTS OUTSIDE THE CONTRACT**

No employees shall be required or permitted to make any written or verbal agreement with the Commissioners or their representatives that is contrary to this Agreement.

**Article 5**  
**MANAGEMENT RIGHTS**

All matters concerning the operation, administration and conduct of the Commissioners' business and affairs not limited by the terms of this Agreement shall be reserved to management and be its sole right and responsibility. The question of whether any of these rights is **limited** by this Agreement may be decided through the grievance and arbitration procedure.

**Article 6**  
**STRIKES AND LOCKOUTS**

During the lifetime of this Agreement, no strike shall **be called or sanctioned by the Union, and no lockout shall** be effected by the Commissioners in accordance with the Canada Labour Code.

The Union undertakes that, notwithstanding anything which may occur, it will to the best of its ability, assist in the continued maintenance and welfare of those services deemed by the Commissioners to be essential to the safety of the Commissioners' property, activities and services, for the time being, under the direction of the Commissioners. The Union further undertakes that it will not cause or sanction sympathetic or jurisdictional

strikes of its members, and that it will do its best to prevent any strike by its members, and in the event of such strike occurring, the Union will use all reasonable efforts to cause the striking members to return to work. Nothing contained herein shall prevent the Union from engaging in a strike when it is in a legal position to do so pursuant to the Canada Labour Code.

Should any member of the Union suffer physical injury as a result of crossing a picket line to comply with the provisions of this article, full compensation with respect to all expenses arising from such injury shall be paid by the Commissioners.

#### **Article 7 DISCRIMINATION**

a) There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, political or religious affiliations, sex, nor by reason of his membership in a labour union.

b) Notwithstanding the foregoing, the requirement by the Commissioners that the retirement from service of employees in accordance with the terms of a pension plan is deemed not to be discrimination for reasons of age. Any Federal legislation mandatorily compelling the Commissioners to alter the compulsory retirement age of their employees shall be implemented.

c) Relatives, as defined in Article 23(b), may be hired, promoted, transferred etc., unless the employee is

to be supervised by the relative, or if it is believed that the hiring, promotion, transfer etc., of such a relative would cause a conflict in the working relationship.

**Article 8**  
**UNION SECURITY**

As a condition of **employment** for all employees in the bargaining unit and for casual employees when employed in positions within the bargaining unit, the Commissioners will deduct weekly from wages of each employee, a sum **equal** to the regular weekly dues charged by the Union to its members, and will remit to the Treasurer of the Union the total of all amounts so **deducted not** later than thirty **(30)** days after the deductions have been made.

**Article 9**  
**NEW EMPLOYEES**

The Commissioners shall acquaint new employees with the Union Agreement and shall, upon the hiring of a new employee in the bargaining unit, as soon as practicable advise the Union in writing of such employee's name, address and classification.

New employees shall be given a copy of the Agreement by the Commissioners on commencement of employment.

**Article 10**  
**CORRESPONDENCE**

All correspondence between the parties shall pass to and from the **Commissioners'** General Manager or Secretary, or Personnel Manager and the President or Secretary of the union.

## **Article 11**

### **LABOUR MANAGEMENT NEGOTIATIONS**

#### **a) Bargaining Representatives**

The authorized bargaining representatives of the Union shall have the right to appear before the Commissioners or their representatives from time to time for the purpose of making representation in respect of matters concerning this agreement. Such meetings shall be held at an agreed time and place as expeditiously as possible.

#### **b) Representative of the Canadian Union**

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Commissioners.

#### **c) Notice of Officers**

The Union shall advise the Commissioners of the names of its officers, executive, stewards and negotiating committee following elections or change.

When in the normal process of a **lay-off**, the President, Vice-President, Secretary or Treasurer is displaced from his job, then he shall be deemed to have top seniority for the purpose of Article 13 and shall be entitled to displace another employee in an equal or lower rated job for which he then has the qualifications to perform, so that he shall be entitled to remain in some capacity in the employment of the Commissioners until his then current term of office expires, which, for the purpose of this clause, shall not be in excess of two years from the meeting at which he was elected to his office.



**d) Time Off for Meetings**

When the Commissioners permit representatives of the Union to leave their employment temporarily in order to meet with the Commissioners or their representatives to carry on negotiations or grievances, or any other similar Union business, the representatives shall suffer no loss of pay for time lost from work by reason of attending such meetings.

**Article 12  
SENIORITY**

**a) Seniority List**

The Commissioners shall maintain a seniority list showing each employee's seniority. An up-to-date seniority list shall be sent to the Union and posted on applicable bulletin boards in January of each year.

**b) Seniority for New Employees**

New employees shall be considered probationary for a period not exceeding six (6) months from the date of hiring. During the probationary period, employees shall be entitled to rights and privileges secured by this Agreement; except with respect to pension or sick leave plans, discharge or lay-off, which the Union shall not grieve. The employment of such probationary employees may be terminated at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of continuous employment or continuous casual employment in the case of a casual employee.

**c) Seniority During Absence**

If an employee is absent from work because of

sickness, accident, lay-off, maternity leave, or leave of absence approved by the Commissioners, he shall not lose seniority rights. During a period of lay-off an employee does not prejudice his seniority rights if he refuses a recall to a position in a lower salary group, except as set-out hereafter.

An employee shall lose his seniority in the event:

- 1) He is discharged for just cause and is not **reinstated**;
- 2) He resigns;
- 3) After a lay-off, he fails to return to work after receipt of seven (7) calendar days' notice by registered mail to do so, unless through sickness or other just cause and the Commissioners are so advised. It shall be the responsibility of the employee to keep the Commissioners informed of his current address;
- 4) He is laid off for a period longer than two (2) **years**;
- 5) He is absent from work without **authorized** leave for four (4) consecutive working days or more unless there was areasonable justification for such absence without leave.
- 6) He is transferred out of the bargaining unit to another position within the Commission and a period of six (6) months has elapsed from the effective date of such transfer.

#### Article 13

#### LAY-OFFS AND **REHIRING**

In cases of lay-off within classifications covered by

this Agreement the following procedure will be followed:

a) The Commissioners shall meet **with** the Union and discuss the proposed lay-off prior to the implementation thereof.

b) Provided skills or special experience are not required, probationary employees in the department affected **will be laid-off first**. Thereafter, seniority within the department shall govern the order of lay-off; provided the employee(s) so affected has (have) the qualifications and ability to perform all of the work in the classification(s) into which he or she (they) is (are) moving.

c) An employee who is displaced from his department may elect to be laid off or may elect to displace an employee with less overall seniority in a job in some other department except for the supervisory positions and provided the employee has the necessary qualifications and has the ability to perform all of the work in the position. Upon such **displacement** the displacing employee **will receive the rate established for the position he** has entered. The displacing employee will also be **entitled** to the benefit of a three **(3) day familiarization** period for the position he has en&d.'

d) Recall after lay-offs shall be in the inverse order of the above.

e) An employee who has taken another position as a result of a lay-off must return to his original position when it is reactivated.

**f) Notice of Lay-Off**

In the event of a lay-off, the Commissioners shall notify employees who are to be laid-off not less than ten (10) working days before the lay-off is to be effective.

If an employee laid-off has not had an opportunity to work (10) full days after notice of the lay-off, he shall be paid in lieu of work for that part of the ten (10) days during which work was not made available.

**Article 14  
STAFF CHANGES**

a) When vacancies occur in the bargaining unit set out in Schedule "A", or any new position classifications are created and which, pursuant to the recognition clause (Article 3), have been incorporated into the bargaining unit, the Commissioners shall post a notice thereof on applicable bulletin boards and forward a copy to the **Secretary of the Union at least five (5) working days** prior to an appointment being made. Such notice shall contain the following information:

Nature of position; required knowledge and education or equivalent ability and skills; permanent or casual; anticipated duration; and wage or salary rate.

The Department affected shall take all reasonable steps to provide such notice to all absent employees.

b) In cases of staff changes the following factors shall govern:

i) skill, ability, experience, qualifications, and education or equivalent;

ii) seniority.

When the factors in **(i)** are relatively equal, seniority shall govern. To assist in assessing the factors set out in **(i)**, the Commissioners may **require** practical, oral and written tests. Such tests shall be consistent and not applied in an unreasonable or arbitrary manner. The particular results and tests shall be made available to the Union Grievance Committee during a grievance hearing concerning a staff change. On any arbitration concerning the Commissioners' selection, the Commissioners agree to lead their evidence first if the Union so **requests** in advance of the arbitration hearing.

**c)** The successful applicant will assume the duties of **the new** position within thirty **(30)** days of the vacancy date or receive the appropriate rate of pay if it is higher. The successful applicant shall be placed on a three **(3)** **month trial in the new** position, **and the appointment shall** become permanent at the end of the trial **period**, conditional on satisfactory service. If the **applicant's service during** the trial **period** is **unsatisfactory** or he wishes to **return to** his former position he shall be returned to his former position at **his** former salary, without loss of seniority, and all other employees affected shall be returned to their former positions in like fashion.

**d)** The Commissioners shall give the Union notification, in writing whenever possible prior to all **terminations of employment of employees in the bargaining unit**, except for **contractual employees** as hereinafter defined. Such notice shall contain the reason for such terminations.

**e)** An employee will be limited to one transfer every two years to an equal rated or lower rated job.

f) All applicants for job positions shall be notified in writing of the final disposition of their applications.

g) With respect to job vacancies, or new permanent positions, both outside the bargaining unit, the Toronto Harbour Commissioners or World Trade Centre Toronto, the Commissioners will use their best efforts to advise the Union of such positions. The Union agrees that no rights secured by this Agreement with respect to vacancies and new positions within the bargaining unit shall apply to positions outside the bargaining unit

h) An employee who is transferred out of the bargaining unit to another position within the Commission may be returned within a period of six (6) months from the effective date of such transfer to his former position and all other employees affected shall be returned to their former positions in like fashion.

i) Any employee covered by this agreement who has given good and faithful service to the Commissioners and who, through advancing years or disablement is unable to perform his regular duties, will be given the preference of any light work available provided there is a job opening and provided that such employee has the qualifications and the ability to perform all of the work in such job. Such employee will receive the salary payable at the time for the position to which he is assigned. The parties will mutually agree on any such assignment insofar as it might affect seniority.

Article 15  
GRIEVANCE PROCEDURE

a) The Union shall appoint, or otherwise select, a

Grievance Committee of three (3) members who shall be employees of the Commissioners.

b) Should a dispute arise between the Commissioners and any employee(s) regarding the interpretation, meaning, operation or application of **this** Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that **this** Agreement has been violated, an earnest effort shall be made to settle the dispute by the aggrieved employee(s), together with his grievance committee member if he so desires, seeking personal redress from his immediate supervisor outside the bargaining unit within two (2) working days of the happening of the event **leading** to such grievance and failing to obtain such redress, within twenty-four (24) hours resorting to the following procedure:

**step 1**

The aggrieved employee(s) shall submit to the **Personnel Manager, or his designated representative, a written** statement of his grievance, duly approved by his grievance committee member upon an Employee's Grievance Form, within two (2) working days of **being** refused redress by his supervisor. The Personnel manager or his designated representative, shall forthwith deliver **the** Form to the next immediate supervisor and shall, at the earliest convenience of the parties, within two (2) working days convene a meeting to hear the Employee's Grievance. The Step 1 supervisor shall complete and return to the Personnel Manager, or his designated representative, the Reply to Employee's Grievance within **two (2)** working days after the said meeting and such Reply shall be forwarded forthwith by the personnel manager to the Union.

### **Step 2**

Failing satisfactory settlement under Step 1, the employee(s) concerned shall, within three (3) working days after the receipt of the Reply under Step 1, submit a **written appeal, duly approved by a member of his grievance committee** on an Employee Appeal Form to the Personnel Manager, or his designated representative. The Personnel Manager, or his designated representative, shall forthwith deliver the Appeal and original Form to the Department Head and at the earliest convenience of the parties, within three (3) working days, convene a meeting to hear such Appeal from the employee, Grievance Committee member. The Department Head shall complete and return to the Personnel Manager, or his designated representative, the Reply to the Employee's Appeal within three (3) working days after the said meeting and such Reply shall be forwarded forthwith by the Personnel Manager, or his designated representative, to the Union.

### **Step 3**

Failing satisfactory settlement under Step 2, the employee(s) concerned shall, within five (5) working days after receipt of the Department Heads Reply, submit a Special Appeal, in writing, duly approved by the Union President or designate, to the Personnel Manager, or his designated representative, on an Employee's Special Appeal Form. The Personnel Manager, or his designated representative, shall forthwith deliver the **Special Appeal** and supplementary material to the General Manager, or his designated representative, and shall at the earliest convenience of the parties within five (5) working days, convene a meeting to hear such Special



Appeal. Provided that if personal representation to the General Manager is desired by the Union such meeting shall be at the convenience of the General Manager. The General Manager or his duly appointed representative shall complete and return to the Personnel Manager the Reply to the Employee's Special Appeal within seven (7) working days after the said meeting and such Reply shall be forwarded forthwith by the Personnel Manager to the Union.

step 4

Failing satisfactory settlement under Step 3 the **Union may, within ten (10) working days after receipt of the Reply to the Employee's Special Appeal, refer the dispute to Arbitration in the manner set forth in Article 16.**

**c)** Where a policy grievance which involves a question of general application or interpretation arises, **Steps 1 and 2 may be by-passed and Step 3 proceeded with directly.**

**d)** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

**e)** The failure of the Commissioners to comply with the foregoing procedure, including the time limits set out therein, shall entitle the Union to proceed to the next step, and failure of the Union to so comply shall entitle the Commissioners to regard the grievance as abandoned and at an end.

**f)** Any of the time limits set forth in this Article may be extended by agreement of the parties expressed in writing.

**Article 16**  
**ARBITRATION**

**a) Composition of Board of Arbitration**

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within ten (10) working days thereafter each-party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman within fourteen (14) working days, the appointment shall be made by the Minister of labour, Canada, upon the request of either party.

The parties may mutually agree to a single arbitrator.

**b) Decisions of the Board**

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this agreement in any respect. The decision of the majority shall be the decision of the Board. In the event that there is no majority, then the decision of the Chairman shall be the decision of the Board.

**c) Expenses of the Board**

Each party shall pay:

1. the fees and expenses of the arbitrator it appoints;
2. one-half the fees and expenses of the Chairman.

**d) Amending of Time Limits**

Any of the time limits set forth in this Article may be

extended by agreement of the parties expressed in writing.

**e) Witnesses**

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

**f) Statement of Particulars**

The party requesting the arbitration shall deliver to the other party at a reasonable time prior to the date set for the hearing a reasonable statement of the particulars of the claim being submitted to arbitration. The purpose of this statement of particulars is to allow the other party an opportunity to learn the case it must meet and it is **understood that the party seeking arbitration is not bound** to the contents therein.

**Article 17**

**DISCHARGE AND DISCIPLINE**

a) An employee may be **dismissed** or **displined only** for just cause and the **Union** shall be advised promptly in writing by the Commissioners of the reason for such dismissal or discipline.

b) An employee considered by the Union to be **unjustly** discharged or suspended or otherwise **disciplined** shall be entitled to a hearing under Article 15,

Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in cases of suspension and discharge.

c) Should it be found that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated to his former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board. Provided, however, that the Board of Arbitration shall not have the right to award punitive damages.

#### **Article 18**

#### **HOURS OF WORK AND OVERTIME**

##### **1. Work Periods**

a) A normal basic work week for employees shall be defined as five (5) consecutive days, Monday to Friday, inclusive, with daily hours of work being scheduled between 7:00 a.m. and 5:00 p.m. consisting of 8 hours, including a minimum of one hour lunch period; subject to the exceptions set out in Schedule "A" hereto,

b) Changes in (a) may be made at any time by the mutual agreement of the parties hereto in writing.

c) Employees who are required to work weekends as part of their normal basic work week will be paid 49 cents per hour shift bonus for all normal weekend

shifts. Effective January 1, 1990 shift bonus will be 52 cents per hour.

## **2. Overtime Rates on Weekdays**

All **authorized** time worked beyond the normal work day shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half.

## **3. Overtime Rates on Saturdays, Sundays and Holidays**

All time worked on Saturdays and Sundays shall be paid for as follows:

a) When the Commissioners require both days to be worked, the Saturday **shall** be worked at the rate of time and one-half and the Sunday shall be worked at double time rates.

b) When the Commissioners require only one day to be worked, and the employee has the option of which day he or she chooses to work, the pay will be at the rate of time and one-half; but when the Commissioners choose the day to be worked, the pay will be at the rate applicable for the day.

c) An employee required to work on a paid holiday as listed in Article 19, herein, shall be paid at the rate of two times his standard rate of pay for all time worked and in addition shall be granted one (1) day off in lieu at his convenience where practical, except as part of annual vacation, unless **the Commissioners** agree that it be taken as part of annual vacation, or, at the employee's option, he shall receive the equivalent in pay rather than a day off in lieu.

4. An employee entitled to overtime pay may **sub-**

stitute equivalent time off in lieu of payment at times mutually agreeable to the employee and the Commissioners.

#### **5. Overtime Meal Allowance**

Every employee who works two hours or more immediately before and/or immediately after *his* normal work day shall be paid for all such work performed, plus \$7.00 meal allowance, but shall not be paid for time utilized for such meal. The meal allowance shall be paid immediately to the extent that the petty cash system permits.

#### **6. Call Back Time**

Every employee called back from home to work outside his regular working hours, shall be paid for all such work performed at overtime rates, as applicable, with a minimum of four (4) hours pay thereof. Call back work carried out on Saturdays, Sundays and Statutory Holidays shall be paid for on the basis set forth in Article 18 "Overtime Rates on Saturdays, Sundays and Holidays" of this Agreement. Call back time shall commence on reporting back work. Notice of cancellation shall be given at least eight (8) hours before the time stipulated for commencement of work, otherwise payment of the four (4) hour minimum at regular rates shall be granted. It is understood and agreed that the provisions of this clause do not apply to an employee who is required to report for work early before the commencement of his normal work day.

#### **7. Overtime General**

The Commissioners retain the right to require employees to work overtime, and in an emergency shall utilize the employees most readily available. Subject to

the foregoing, the Commissioners shall assign overtime on a voluntary rotation basis in order of seniority within the Department. However, if a sufficient number of employees cannot be obtained in **this** manner, then the Commissioners shall assign overtime on the said rotation basis and these employees shall be required to work Subject to the exigencies of the Commissioners **requirements**, employees who have completed **their** probationary period shall have preference in the opportunity of working overtime and for call-back.

**Article 19  
HOLIDAYS**

Regular employees shall receive the following holidays with pay:

<b>New Year's Day</b>	Civic <b>Hoilday</b>
<b>Good Friday</b>	Labour Day
Easter Monday	Thanksgiving
Victoria Day	Christmas Day
Canada Day	Boxing Day
	Floating Holiday

and all other holidays declared by the Commissioners and the Federal Government.

The date of the Floating Holiday to be agreed upon by the parties each year.

When any of the above-noted holidays falls on a Saturday or Sunday employees will be given either the **immediately** preceding or succeeding working day off in **lieu** thereof.

**Article 20**  
**VACATION**

Employees shall receive annual vacation with pay in accordance with service as of May 1st in any year as follows:

after completing 1 year's service . . . . .	3 weeks
after completing 10 years' service . . . . .	4 weeks
after completing 18 years' service . . . . .	5 weeks
after completing 25 years' service . . . . .	6 weeks

An employee who has completed less than one year's service as of **May 1st, in any year** shall receive vacation with pay pro-rated on the **basis** of his completed service as of **May 1st**. Such vacation pay shall be based on the employee's then **current weekly rate** of pay, together with a further payment of **50%** of the regular vacation pay entitlement to a maximum of **50%** of **fifteen (15)** working days.

An employee who has completed more than nine (9) years, but less than ten (10) years service as of **May 1st in any year, will have a fourth week of vacation pro-rated** on the basis of the period of completed service commencing from the completion of the nine (9) years service to the first day of May next following.

An employee who has completed more than seventeen (17) years service, but less than eighteen (18), as of **May 1st** in any year, will have a fifth week of vacation pro-rated on the **basis** of completed service commencing from the completion of the seventeen (17) years service to the first day of May next following.

An employee who has completed more than **twenty-four (24)** years, but less than twenty-five (25) years service as of **May 1st** in any year, will have a sixth week



of vacation pro-rated on the basis of completed service commencing from the completion of the twenty-four (24) years service to the said **first** day of May next following.

In addition to the annual vacations an employee after completing **25** years' service shall, in that year only, receive an *additional two weeks'* vacation. For the purpose of clarity, upon completion of twenty-six years' service and thereafter the vacation shall be six weeks as set forth above.

The said annual vacation must be taken in the period **from** the May **1st** qualifying date to April **30th** of the following year at a time suitable to the Commissioners, having regard for the nature of the work **being** performed by the employee; provided, however, that the employee shall be entitled to two (2) months notice and provided further that unless **authorized** by the Commissioners, not more than three (3) consecutive weeks may be taken at any one time, except during the period December 1 **st** to March **31st**, during which period four (4) consecutive weeks may be taken. The Commissioners **shall** also be entitled to two (2) months notice prior to the date of the commencement of vacation requested by the employee.

**Employees entitled to vacation who wish to take all of** their annual vacation entitlement within the period December **1st** to March **31st** shall be entitled to an additional week of vacation with pay to a maximum of **five (5)** weeks.

Sick leave may be substituted for vacation only if it can be established by doctor's certificate that the employee was **hospitalized** and any subsequent recuperation period while on vacation.

In the event the Commissioners request an employee

to rearrange his vacation schedule and thereby prevent him from taking his vacation within the foresaid time limits, such employee shall not forfeit his vacation entitlement. The **non-utilized** vacation entitlement shall be carried over into the next period of entitlement and **utilized** as soon as is convenient to the employee and the Commissioners.

**Article 21**  
**SICK LEAVE BENEFITS**

The Sick Leave Benefits Plan attached as Schedule "B" to this agreement shall apply to all employees who have completed their probationary period of employment.

**Article 22**  
**WELFARE BENEFITS**

**a) Pension**

The present Pension Plan shall be continued, subject to any required amendment to provide for retirement at sixty (60) years of age on an **actuarially-reduced** pension. The Commissioners undertake to continue their present practice with respect to contributions to the Pension Plan on behalf of employees receiving payments under the Long-term Disability Insurance Policy. The Union agrees that employees covered by the bargaining unit are obligated to enter into the Commissioners' Pension Plan.

**b) Hospital and Medical Insurance**

The Commissioners shall contribute one hundred percent (100%) of the premiums of the Ontario Health Insurance Plan (OHIP), the Prudential Insurance Plan for

semi-private hospital care and the Prudential Insurance Extended **Health** Care Plan, and the Prudential Insurance Dental Plan, or the **equivalent** thereof, for all employees. The **Commissioners undertake** to continue their **present practice with respect to** contributions **to the plans** covered **by** this Article **on behalf** of **employees receiving payments under** the Long-Term **Disability Insurance** Policy **and/or** while receiving compensation paid by the Workers' Compensation Board concerning an injury suffered while an employee is in this bargaining unit.

**c) Group Life and Long-term Disability Insurance**

Employees shall participate in a Group Life and Long-term Disability Insurance Policy with the Commissioners paying one hundred percent **(100%)** of the regular monthly premiums. The Commissioners undertake to continue their present practice with respect to contributions to the Policy covered by this Article on behalf of employees receiving payments under the **Long-term Disability** Insurance Policy.

**d)** The Commissioners will pay one-hundred percent **(100%)** of the cost of an Employee Assistance Program.

**e)** A **\$3,000.00** paid up **Life** Insurance Policy will be provided to all retiring employees.

**Article 23**

**LEAVE OF ABSENCE**

**a) Union Conventions**

Leave of absence with pay and without loss of seniority shall be granted upon request by the **Commis-**

sioners to employees elected or appointed to represent the Union at Union conventions. Such time shall not exceed a total of fifteen (15) man days per calendar year.

**b) Bereavement Leave**

In the event of death of any employee's wife, husband, common-law spouse (as declared for T.H.C. benefits), child, parent, brother or sister, such employee shall be granted a three day leave of absence plus travelling time with pay.

In the event of death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent-in-law, stepmother, stepfather, grandparent, grandchild, aunt, uncle, brother-in-law, or sister-in-law, leave of absence with pay may be granted to such employees, upon satisfactory proof of such need. The granting of such leave of absence and the length thereof shall be at the sole discretion of the Commissioners, according to the circumstances.

**c) Jury Duty**

Employees required to serve as Jurors or Witnesses in any Court of Law shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the accumulation of seniority or sick leave credits. Upon completion of his jury duty or witness service, such employee shall present to his Department Head a satisfactory certificate showing the period of such service, and the employee will be paid full salary or wages for the period of his jury duty or witness service, as the case may be. Employees who so receive such salary or wages shall reimburse the Commissioners for the amount of the jury or witness fees they have received, exclusive of mileage and meal allowances.

**d) General Leave**

The Commissioners may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good **and sufficient** cause, such request to be in writing and approved by the Commissioners.

e) Upon written request the Commissioners will grant **leave** of absence without loss of seniority and without pay to employees who are candidates in a Federal, Provincial or Municipal election and in event that they are elected the said leave of absence shall continue for the employee's term of office.

f) Upon request the Commissioners shall grant a leave of absence without loss of seniority and without pay to any employee who is elected or selected for a full-**& position** with the Union or any body with which the Union is **affiliated** for a **period** of time **up** to one **year**, **provided however, that such leave shall be renewed upon** request for a further period of one year. The Commissioners agree to make provisions to continue the employee's coverage under all Welfare Plans for **any** such employee on **leave** provided the employee reimburses the Commissioners for the **premiums** for such Welfare Plans.

g) The Commissioners shall continue to pay **100%** of the **premiums** for Long-term **Disability**, survivor **benefits**, extended health **care**, vision **care** and dental **care** insurance of an employee on maternity leave during the course of that leave

**Article 24**  
**PAYMENT OF WAGES**

**a) Pay Days**

The Commissioners shall pay salaries and wages weekly on Thursdays in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

**b) Vacation Pay**

Employees may, upon giving at least seven (7) days' notice, receive on the first office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation. Vacation pay is to be prepared on a separate cheque.

c) An employee who substitutes on a higher-rated position in the bargaining unit during the absence of another employee, shall receive the higher rate for the job. He shall not receive less than his present rate if the substitution is on a lower-rated position in the bargaining unit.

d) If an employee is unable to report to work he must notify his supervisor or call the office prior to his scheduled starting time stating the expected date of return to work. The employee will inform his supervisor of any subsequent changes to the expected date of return.

**Article 25**  
**GENERAL**

a) A Labour Management Committee shall meet at the mutual convenience of the parties hereto, from time to time.

b) Employees shall be entitled to consume non-alcoholic beverages at their workplace.

c) The Commissioners will from time to time establish rates of compensation for all employees required to use their own automobiles for Commissioners' business and **all** employees within a **utilization** category will be compensated on the same basis.

d) Employees using their own automobiles for the Commissioners' business shall be required to carry automobile insurance in an amount to be determined by the Commissioners **from** time to time. The Commissioners **agree** to reimburse employees for the difference in premium cost between the minimum amount of public liability and damage insurance required by provincial **law** and the amount required by the Commissioners.

e) The Commissioners undertake to use their best **efforts** to provide parking for employees at the lowest **possible** cost to the employee.

f) Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or **feminine** has been used where the context of the party or **parties** hereto so require.

g) In the event that the Commissioners shall merge, **amalgamate** or combine any of its operations or **functions** with another employer then the Commissioners **agree** to endeavour to provide for the retention of **seniority** rights for all employees with the new employer in **order** that no employee shall **be** required to work at a **lower** salary for **the new** employer than was in effect for **the** employee with the Commissioners.

h) The Commissioners will pay the cost of printing the new agreement.

i) The Union shall be entitled to have one representative on the Joint Pension Committee.

j) The Commissioners will provide notice boards in various locations on which the Union may post notices of meetings, posters or any other legitimate business related to the employees covered by the Agreement. All notices, other than notices of regular union meetings, must be submitted by the Secretary or President of the Union to the Personnel Manager or designate, for approval before being posted.

k) Neatness in dress is required at all times and on occasions when employees may be dealing with the public, dress appropriate to such occasions is required.

l) Protective winter clothing and footwear shall be supplied at the discretion of the Commissioners to employees as required in the carrying out of their duties.

m) An employee whose employment with the Commissioners is terminated for reasons other than just cause is entitled to receive a severance pay allowance upon such termination, as follows:

i) for the 1st year of employment with the Commissioners, or part thereof, two (2) days' pay;

ii) for the 2nd year, or part thereof, four (4) days' pay;

iii) for the 3rd year, or part thereof, six (6) days' pay; and,

iv) for the 4th year, or part thereof, eight (8) days' pay.



The foregoing amounts are noncumulative in any of the **succeeding** years up to and including the **fifth (5)** year of employment and thereafter. In the **fifth (5)** year of employment and thereafter, an employee's severance pay allowance shall be governed by the Canada Labour Code, except for a termination from lay-off in which case the laid off employee shall be entitled to three **(3)** days' pay per year of service **(5)** years and beyond) in lieu of the Canada **Labour** Code.

An employee who elects to be laid off rather than displace another employee (under Article **13** (c)) will not be entitled to severance pay.

**n)** This Agreement applies to all *regular* and casual employees, except when the Agreement otherwise specifically provides or the context so implies.

**o)** The following Articles, or parts thereof, in this Agreement do not apply to casual employees: **12 (c); 13; 20; 21; 22;** and Schedule **"B"**.

**p)** Contractual employees are not entitled to any benefits under this Agreement.

**q) Educational Assistance Plan**

Where an employee is engaged in a programme of self-development he will be reimbursed for the cost of tuition for educational courses **taken on his** own time and covering subjects or studies which are related specifically to his work with the Commissioners.

**All** full time employees are eligible for consideration under this plan, applications for which may be obtained from the Personnel Department.

Approved courses **are** those which are job-related and will have direct application to the employee's effectiveness in the job he presently holds. In certain cases, courses which will add to the employee's qualifications on an overall basis, or which may have a relationship to future potential assignments, may be approved.

The tuition fee and cost for text books will be refunded to an employee who furnishes proof of successful completion of a course for which he or she has been approved. Text books will then become the property of the Commissioners and be made available to other employees through the library.

To be eligible for aid the employee must **first** submit an application to the supervisor for approval and when this has been obtained, the application will be sent to Personnel for management approval. Such approval must be secured prior to starting the course to ensure that **assistance** will be forthcoming and the employee will be advised immediately approval has been granted. Any employee who undertakes a course without prior **approval will be responsible for his own tuition costs if such approval is not subsequently given.**

Special provisions will **apply in case of** courses where remuneration is paid to the employee by outside agencies.

#### **Article 26 TECHNOLOGICAL CHANGE**

Prior to introducing new methods resulting from **technological** change which result in lay-off of employees who have completed their probationary period, the Commissioners will **discuss** the matter with the Union.

In the event a dispute arises the parties may resort to the Grievance Procedure.

Article **27**

TERMINATION OF AGREEMENT

**This agreement is to become effective on the 1st day of January, 1989 and remain in full force and effect until the 31st day of December, 1990. In the event of either party to this Agreement desiring or proposing any change or alteration in this Agreement in respect of any of the matters herein provided for, such party shall, not more than three months and not less than two months before the expiration date of this agreement, give written notice to the other party and both parties shall thereupon negotiate in good faith in respect of any change or alteration in this Agreement.**

If such notice is not given, this agreement shall be automatically renewed without change, for successive one (1) year terms until such time as two (2) months written notice is given, prior to the expiration date. Within ten (10) days of receipt of notice by either party of intention to change or alter this agreement a meeting of the parties will be held for the purpose of commencing the negotiations for an amended agreement.

IN WITNESS WHEREOF The Toronto Harbour Commissioners have hereunto affixed their Corporate Seal under the hands of their proper officers duly **authorized** and Local **186** of the Canadian Union of **Public** Employees under the hands and seals of their proper **officers** duly **authorized**.

SIGNED, SEALED AND DELIVERED as of this  
8th day of February, 1990 by:

LOCAL 186, THE CANADIAN UNION OF PUB-  
LIC EMPLOYEES

L. Ross, President

P. Breiding, Secretary

THE TORONTO HARBOUR COMMISSIONERS

F.R. Smith, Commissioner

G.F. Reid, Secretary

**Schedule "A"**

Referred to in the attached Collective Bargaining Agreement between the Toronto Harbour Commissioners and **Local 186** of the Canadian Union of Public Employees, made as **of the 8th day of February, 1990.**

**Position Classification and Salary Groups**

Junior Clerk - Warehouse	A
Clerk Forms Assembly	B
Release Clerk	D
Mail Clerk	<b>E</b>
<b>Clerk/Typist - Works</b>	<b>E</b>
Clerk/Typist - Finance	E
Accounts Payable Clerk	<b>F</b>
Billing Clerk	<b>F</b>
Credit Clerk	F
Computer Operator/Data Entry Clerk	<b>F</b>
Payroll Clerk	<b>F</b>
Warehouse Clerk	F
<b>Clerk/Timekeeper - Works</b>	G
Junior Buyer	<b>G</b>
Junior Accountant	<b>G</b>
Junior Programmer	G
Memory Typewriter Operator	<b>G</b>
Senior Data Entry Clerk	<b>G</b>
Secretaries	<b>G</b>
<b>Secretary/Tour Co-ordinator</b>	<b>G</b>

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Accounting Analyst	H
Engineering Technician - 1	H
Stores Keeper	I
Terminal Ops. Clerk	I
Administrative Assistant	J
Engineering Technician - 2	J
Chief Draftsperson	K
Senior Accountant	K
Senior Programmer Analyst	K

**THE TORONTO HARBOUR COMMISSIONERS**  
**CUPE LOCAL 186 - (Salaried)**  
**Wage Progression Table**  
**Effective January 1, 1989**

<b>Salary Group</b>	<b>Minimum \$</b>	<b>6 Months \$</b>	<b>12 Months \$</b>	<b>18 Months \$</b>	<b>24 Months \$</b>
A	312.93	328.55	344.22		
B	328.55	346.64	364.70		
C	346.66	367.49	388.26		
D	367.49	383.38	399.31	415.25	
E	391.41	409.61	427.89	446.13	
F	418.73	439.73	460.66	481.60	
G	450.17	468.22	486.21	504.23	522.23
H	486.23	506.89	527.54	548.21	568.82
I	527.53	551.30	575.02	598.76	622.46
J	575.02	602.35	629.62	656.94	684.27
K	629.62	661.11	692.61	724.09	755.57
L	692.62	729.62	766.62	803.62	840.62

**THE TORONTO HARBOUR COMMISSIONERS  
 CUPE LOCAL 186 - (Salaried)  
 Wage Progression Table  
 Effective January 1, 1990**

Salary Group	Minimum \$	6 Months \$	12 Months \$	18 Months \$	24 Months \$
A	334.84	351.55	368.32		
B	351.55	370.90	390.23		
C	370.93	393.21	415.44		
D	393.21	410.22	427.26	444.32	
E	418.81	438.28	457.84	477.36	
F	448.04	470.51	492.91	515.31	
G	481.68	501.00	520.24	539.53	558.79
H	520.27	542.37	564.47	586.58	608.64
I	564.46	589.89	615.27	640.67	666.03
J	615.27	644.51	673.69	702.93	732.17
K	673.69	707.39	741.09	774.78	808.46
L	741.10	780.06	818.95	857.84	896.72



### **Long Service Pay**

- 5** years of service or more - \$ **75.00**
- 10** years of service or more - **\$150.00**
- 15** years of service or more - **\$225.00**
- 20** years of service or more - **\$300.00**
- 25** years of service or more - **\$375.00**
- 30** years of service or more - **\$450.00**
- 35** years of service or more - **\$525.00**
- 40** years of service or more - **\$600.00**

Long Service Pay shall be payable on the employee's anniversary date and will be based on the employee's seniority. Long Service Pay shall be paid in December to all **employees** who have been actively at work for the majority of the working days in the year preceding the employee's anniversary date.

### **Exceptions to Hours of Work**

Administrative Asst. - Flexible hours with pro-rated pay

Employees in the following classifications will be paid an **additional** one-half hour **per** day at their straight time rate:

- Clerk/Typist** - Works
- **8:00** a.m. to **4:00** p.m. - **1/2** hour lunch
- Clerk Typist - Works
- **8:00a.m.** to **4:00** p.m. - **1/2** hour lunch
- Stores Keeper
- **8:00** a.m. to **4:00** p.m. - **1/2** hour **lunch**
- Junior Clerk**
- **W52 - 8:00** a.m. to **5:00** p.m. - 1 hour lunch

Warehouse Clerk  
- ~~W52~~ - 8:00 a.m to 5:00 p.m. - 1 hour lunch  
Terminal Op. Clerk  
- 8:00 a.m. to 5:00 p.m. - 1 hour lunch

**Schedule "B"**

Referred to in the attached Collective Bargaining Agreement between the Toronto Harbour Commissioners and the Toronto Harbour Commissioners' Employees Union, Local 186, Canadian Union of Public Employees, an affiliated organization of the Canadian Labour Congress, dated as of the 8th day of February, 1990.

1) Sick leave shall be non-cumulative and will be provided to each employee actively at work on the following basis:

Probationary period	- nil
1st calendar year	- pro-rated based on length of employment to a maximum of 10 days at full pay
2nd calendar year	- 15 days at full pay
3rd calendar year	- 30 days at full pay
4th calendar year	- 40 days at full pay
5th calendar year	- 50 days at full pay
6th calendar year and during each year of employment thereafter	- 60 days at full pay

2) Employees who are absent for periods which extend beyond the first of the calendar year, will not be credited with sick leave until their return to work. On return to work an employee's sickleave entitlement will be prorated for the balance of the year based on his seniority date.

3) If an employee's sick leave entitlement as provided in Paragraph 1 herein becomes exhausted when **absent with a continuing illness, then upon production of** a doctor's certificate or certificates acceptable to the Commissioners' medical consultants and providing the employee has been absent for six continuous working days, the Commissioners **will** provide payments equivalent to **70%** of the employee's regular basic weekly wage for a period of time up to and including the employee's **60th** day of absence from work due to such continuing illness.

4) Employees who are entitled to Workers' **Compensation** concerning an injury suffered while in the Commissioners' employ will be docked one-quarter **(1/4)** of **a day** sick leave entitlement for **each day** that sick leave credits are used to supplement Workers' Compensation payments.

5) Employees shall assist the Commissioners at the **Commissioners'** request, to recover wages paid under circumstances where a third **party may** be liable for damages to the employee **for actions** causing such employee's lost time from work.

6) Absence of three **(3)** days or more require a doctor's certificate if asked for by the Commissioners and in any event **will** be required after the **14th** day. An **employee** who has been absent for five **(5)** or more **days due to separate illness** in any calendar year of either one or two days duration each shall be required to produce a doctor's certificate for any subsequent illness in that year. If this occurs in two consecutive years then the employee will be required to have a medical examination to **determine his fitness.**

7) A Labour/Management Committee shall be **formed** for the purpose of **reviewing** problems surrounding the **utilization** of sick leave and to interview employees who are in receipt of a letter under clause 6 above.

8) If an employee in receipt of sick pay benefits is absent for reasons other than his legitimate sickness or injury he will be subject to discharge.