

AGREEMENT

between

THE TORONTO HARBOUR
COMMISSIONERS

and

THE METROPOLITAN TORONTO CIVIC EMPLOYEES UNION,
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 43.
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS.

(SALARIED EMPLOYEES)

TORONTO, ONTARIO
1996 – 1998

THIS AGREEMENT made as of the 29th day of August, 1997

BETWEEN:

THE TORONTO HARBOUR
COMMISSIONERS

(hereinafter called the "Commissioners")
OF THE FIRST PART

and

THE METROPOLITAN TORONTO CIVIC EMPLOYEES UNION,
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 43.

an affiliated organization of the
CANADIAN LABOUR CONGRESS
(hereinafter called the "Union")
OF THE SECOND PART

(SALARIED EMPLOYEES)

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SALARIED EMPLOYEES

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THE PARTIES HERETO COVENANT 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 Toronto Harbour 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 consent and 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 or any of them, 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 employees in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, or discharge by reason of age, political or religious affiliations, sex, sexual orientation, nor by reasons 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.

ARTICLE 7 – DISCRIMINATION (cont'd)

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 the positions within the bargaining unit, the Commissioners will deduct from the wages of each employee each pay period a sum equal the regular 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 the fifteenth day of the following month.

It is understood that the foregoing will be amended as required should Local 43 enter into a direct remittance agreement with the Canadian Union of Public Employees.

The Commissioners agree that special dues assessed by the Union upon its members in accordance with the Constitution and By-laws of the Union will be deducted from members of the Union upon proper notification to the Commissioners from the Union, and will remit to the Treasurer of the Union the total of all amounts so deducted not later than the fifteenth day of the following month.

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 presented with a copy of the agreement by the Commissioners on commencement of employment.

ARTICLE 10 - CORRESPONDENCE

All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Manager, Human Resources and the President of the Union, with copies to the Chief Shop Steward.

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 to matters concerning this agreement. Such meetings shall be held at a time and place fixed by mutual agreement and as expeditiously as possible.

ARTICLE 11 - LABOUR MANAGEMENT NEGOTIATIONS (cont'd)

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 agrees to keep the Commissioners advised of the names of its officers, executive, stewards and negotiating committee upon their election or any change therein. When, in the normal process of a lay-off, the Chief Steward is displaced from his job, then he shall be deemed to have top seniority amongst employees covered by the Salaried Agreement for the purpose of Article 13 provided he is employed in a salaried position. The Chief Steward shall be entitled to displace another employee in an equal or lower rated job in a salaried position 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 three 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 all applicable bulletin boards in January of each year.

b) Seniority for New Employees

New employees shall be considered probationary for a period not to exceed six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all 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.

ARTICLE 12 – SENIORITY (cont'd)

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 a reasonable 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-OFF AND REHIRING

In the cases of lay-offs within any classification 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 the 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 entered.

ARTICLE 13 - LAY-OFF AND REHIRING (cont'd)

- d) Recall after lay-off 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 re-activated.
- f) 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 the employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, he shall be paid in lieu of work for that part of 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 2), 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 probation in the new position, and the appointment shall become permanent at the end of the probationary period, conditional on satisfactory service. If the applicant's service during the probationary

period is unsatisfactory, or he wishes to return to his former position, he shall be returned to his former position at his former salary,

ARTICLE 14 - STAFF CHANGES (cont'd)

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 herein defined. Such notice shall contain the reasons for such terminations.
- e) An employee will be limited to one transfer each year 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 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) Disabled Employees' Preference

An employee covered by this agreement 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.

When two or more employees meet all of the above qualifications, and request consideration for the vacancy, the position will be filled by the most senior of the employees eligible for consideration.

ARTICLE 15 - GRIEVANCE PROCEDURE

- a) Both the Commissioners and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible in a prompt and civil manner.
- b) The Commissioners acknowledge the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be employees of the Commissioners. The Commissioners shall be informed of the names of the

Committee's members and shall be informed promptly in writing of any changes in the Committee's membership. It is agreed that no more than two (2) of the committee members will be granted leave to attend meetings at any one time.

ARTICLE 15 - GRIEVANCE PROCEDURE (cont'd)

- c) Prior to the formal filing of a grievance, an earnest effort may be made to settle the dispute informally by the aggrieved employee(s) together with his shop steward if he so desires, seeking a resolution from the immediate managerial supervisor within five (5) working days after the incident giving rise to the dispute became known, or should have become known to the employee.

Any settlement(s) of disputes dealt with in accordance with the above shall be without prejudice to either party in relation to the interpretation and application of this agreement.

- d) Disputes arising 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, or should any other dispute arise, the matter(s) will, subject to (c) above, be considered to be a formal grievance and be dealt with as follows:

STEP 1

The aggrieved employee(s) shall submit a Local 43 Grievance Form to the immediate managerial supervisor signed by the employee(s) and the Steward, within five (5) working days after being refused redress by said supervisor, or in the event the process outlined above has not been followed, within five (5) working days after the incident giving rise to the grievance became known, or should have become known to the employee. Within five (5) working days of receipt of the grievance the Department Manager and/or his designated representative will arrange to meet with the employee and his Steward. The Department Manager will issue a formal reply to the grievance within five (5) working days of this meeting.

STEP 2

Failing satisfactory settlement under Step 1, the Union may, within five (5) days after receipt of the step one reply, forward the grievance to the Manager, Human Resources, or his designated representative. At the earliest convenience of the parties, the Manager, Human Resources and the Director of the applicable area will arrange to meet with the Union to hear the grievance. The Manager, Human Resources, will issue a formal reply to the grievance within five (5) working days.

STEP 3

Failing satisfactory settlement under Step 2 the Union may, within thirty (30) days after receipt of the Step 2 reply, refer the dispute to Arbitration in the manner set forth in

Article 16.

- e) Where a policy grievance involving a question of general application or interpretation occurs concerning a group of employees, Step 1 may be by-passed and Step 2 proceeded with directly.

ARTICLE 15 - GRIEVANCE PROCEDURE (cont'd)

- f) Except where the parties otherwise agree, grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- g) Any of the time limits set forth in this article may be extended by mutual agreement of the parties expressed in writing.
- h) Attendance for the Union at Step 2 of the grievance procedure shall include the employee(s), Grievance Committee, or other Local 43 or CUPE Representative as determined appropriate by Local 43 in the circumstances.
- i) Where in any stage of the foregoing procedure the Union fails to adhere to the time limits provided therein, and where in the instance of a particular grievance the Commissioners wish to strictly rely on said time limits, notice in writing to the Union must be issued declaring same, and where the Union fails to respond within five (5) additional working days to said notice by indicating it intends to proceed, the Commissioners shall be entitled to treat the grievance as abandoned and at an end.

Where in any stage of the foregoing procedure the Commissioners fail to adhere to the time limits provided therein, and where in the instance of a particular grievance the Union wishes to strictly rely on said time limits, notice in writing to the Commissioners must be issued declaring same, and where the Commissioners fail to respond within five (5) additional working days to said notice by indicating it intends to comply, the Union shall be entitled to advance the matter to the next step.

- j) The Commissioners may, in respect of a dispute with the Union or any of its officers regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, consider the dispute to be a formal grievance and be dealt with as follows:

STEP 1

The Manager, Human Resources may within five (5) working days after the incident giving rise to the grievance became known, or should have become known to the Commissioners, file a formal grievance with redress sought, in writing with the President of Local 43. Within five (5) working days of receipt of the grievance the President of the Union and/or his delegate shall discuss the grievance with the Manager, Human Resources and/or his designated representative. The Union will issue a formal reply to the grievance within five (5) working days.

STEP 2

Failing satisfactory settlement under Step 1, the Commissioners may, within thirty (30) days after receipt of the Step 1 reply, refer the dispute to Arbitration in the manner set forth in Article 16.

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 to 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 disciplined 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. Step 1 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 eight (8) hours per day on five (5) consecutive days between 7:00 a.m. and 5:00 p.m., Monday to Friday inclusive. Subject to the exceptions listed in Schedule "A" attached, it is understood and agreed that employees shall be granted one hour off for a lunch break within the eight hours per day.
- b) In the event an employee requests a lunch break of shorter or longer duration than provided for in (a) above, approval of such request will not be unreasonably withheld, subject to the requirements of the business.

Where such request is granted, the regularly scheduled end of shift will be adjusted accordingly.

Where a request is granted for any period exceeding 30 consecutive working days the Commissioners shall notify Local 43 of such changes.

- c) Changes in (a) may be made at any time by the mutual agreement of the parties hereto in writing.
- d) Employees who are required to work weekends as part of their normal basic work week will be paid 56 cents per hour shift bonus for all normal weekend shifts.

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.

ARTICLE 18 - HOURS OF WORK AND OVERTIME (cont'd)

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 substitute 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 \$8.00 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 to 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 or 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 distribute overtime as equitably as possible amongst the employees who normally perform the required work. If a sufficient number of employees cannot be obtained in

ARTICLE 18 - HOURS OF WORK AND OVERTIME (cont'd)

this manner, then the Commissioners shall offer the overtime to other qualified employees in the department in order of seniority. If a sufficient number of employees cannot be obtained in this manner, then the Commissioners shall offer the overtime to qualified employees in other departments in order of seniority. If a sufficient number of employees are not obtained on this basis, the Commissioners shall assign the work to the most junior employee(s) who normally perform the required work, including casual employees and these employees shall be required to work.

ARTICLE 19 - HOLIDAYS

Regular employees shall receive the following holidays with pay:

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

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 17 years' service.....5 weeks
- After completing 23 years' service.....6 weeks
- After completing 30 years' service.....7 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 or 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.

ARTICLE 20 - VACATION (cont'd)

An employee who has completed more than sixteen (16) years service, but less than seventeen (17) years service, 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 sixteen (16) years service to the first day of May next following.

An employee who has completed more than twenty-two (22) years service, but less than twenty-three (23) 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-two (22) years service to the first day of May next following.

An employee who has completed more than twenty-nine (29) years, but less than thirty (30) years service as of May 1st in any year, will have a seventh week of vacation pro-rated on the basis of the period of completed service commencing from the completion of the twenty-nine (29) years service to the first day of May next following.

In addition to the annual vacations set forth above, 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 (6) 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 to the nature of the work being performed by the employee; the employee shall be entitled to two (2) months notice of approval of the request and provided further that unless authorized by the Commissioners, not more than three (3) consecutive weeks may be taken at any one time. The Commissioners shall also be entitled to two (2) months notice prior to the date of commencement of vacation requested by the employee.

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 aforesaid 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. The Commissioners agree 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 Plan.

b) Hospital and Medical Insurance

The Commissioners shall contribute one-hundred percent (100%) of the premiums of the London Life Insurance Plan for semi-private hospital care and the London Life Insurance Extended Health Care Plan, and the London Life 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.

A "Mail-order" drug company will be available to employees.

Employees will not be allowed to assign benefits under the dental plan to a dentist.

c) Long Term Disability Insurance

Employees shall participate in a Long Term Disability Insurance Policy with the Commissioners paying one hundred percent (100%) of the regular monthly premiums. The Commissioners agree to continue their present practice with respect to contributions to the Policy covered by this sub-article on behalf of employees receiving payments under the Long Term Disability Insurance Policy.

At the request of the employee and upon production of a doctor's certificate or certificates acceptable to the Commissioners medical consultant, the Commissioners will advance the first month's L.T.D. payment due from the insurance company in the case of a delay.

d) Employees will be provided with Group Life Insurance coverage equal to 2 times their annual salary as calculated at January 1st each year, rounded up to the next \$1,000. The annual salary will be determined by multiplying the employee's earnings for a regular non-overtime work week (based on their rate of pay on January 1st) by 52 weeks. The Commissioners agree to pay the full cost of the Group Life Insurance coverage. The Commissioners also agree to continue their present practice with respect to making contributions for Life Insurance on behalf of employees receiving payments under the Long Term Disability Insurance Policy.

In addition to the Group Life Insurance Plan, employees will be provided with an additional \$5,000 in life insurance coverage which may be self-insured by the Commissioners or may be provided through an insurance carrier, as determined by the Commissioners.

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

ARTICLE 22 - WELFARE BENEFITS (cont'd)

- f) 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 Commissioners to employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed a total of five (5) 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 traveling 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 calculation 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 or the jury or witness fees they have received, exclusive of mileage and meal allowance.

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 the event that they are elected the said leave of absence shall continue for the Employee's term of office.

ARTICLE 23 - LEAVE OF ABSENCE (cont'd)

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-time 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 provision to continue the employees' 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) Military Training Leave

Members of the Canadian reserve armed forces who have completed their probationary period may request a leave of absence of up to 10 working days for reserve training duties. The request must be accompanied by a letter from the Commanding Officer outlining the dates of the duties and disbursement pay.

Approval of military leave is at the discretion of the Department Head. Departmental operations will not be jeopardized by the employee's absence, but every attempt will be made to accommodate the employee's request with due regard for departmental annual vacation schedules.

Employees who have been approved for military leave will receive the difference between their regular rate of pay (not including shift bonus or overtime) and the military disbursement received from the Department of National Defence for a maximum of 10 working days every 2 years.

h) 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 bi-weekly on Thursdays by direct deposit 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 Bonus

Employee's will receive the vacation pay bonus referred to in Article 20 in one week increments. Vacation pay bonus will be paid in advance when an employee schedules a full week or more of vacation. Alternatively, if an employee takes vacation in less than five day increments they will be paid vacation pay bonus with each five days of accumulated vacation.

ARTICLE 24 - PAYMENT OF WAGES (cont'd)

- c) An employee who substitutes on any 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 lesser salary for the new employer than was in effect for the employee with the Commissioners.
- h) The Union shall be entitled to have one representative on the Joint Pension Committee.
- i) 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 Manager, Human Resources or designate, for approval before being posted.

- j) 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.
- k) 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.

ARTICLE 25 – GENERAL (cont'd)

- l) An employee whose employment with the Commissioners is terminated for reasons other than just cause is entitled to receive a severance allowance upon such termination, in accordance with the following terms:
 - An employee who is laid off under Article 13 of this agreement, and agrees by notice in writing to give up their recall rights under Article 12(c)(4), will be entitled to two (2) weeks pay for each year of completed service as of the date of lay-off, to a maximum of 52 weeks pay. An employee who elects to be laid off rather than displace another employee under Article 13(c) will be entitled to severance pay. Vacation Pay will not be paid on Severance Pay.
 - The Commissioners will continue the employee's coverage under the Extended Health Care Plan, Dental Plan, and Employee Assistance Program in accordance with the provisions of the Collective Agreement. This coverage will remain in effect for the period equivalent in length to the number of weeks of severance pay to which the employee is entitled.
 - This severance pay is inclusive of any statutory entitlement to severance pay or termination pay that the employee would otherwise have been entitled to receive.
 - An employee who accepts severance pay in accordance with the terms of this Article shall on so doing terminate his seniority and employment relationship with the Toronto Harbour Commissioners and shall have no further rights under this Agreement, or under any other agreement between the parties, or under any federal or provincial legislation.
- m) This Agreement applies to all regular and casual employees, except when the Agreement otherwise specifically provides or the context so implies.
- n) The following Articles, or parts thereof, in this Agreement do not apply to casual employees: 12(c); 13; 20; 21; 22; and Schedule "B".
- o) Contractual employees are not entitled to any benefits under this Agreement.
- p) The Commissioners will continue their work on implementing an "Equal Pay for Work of Equal Value" program.

ARTICLE 26 - 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 Human Resources Department.

ARTICLE 26 - EDUCATIONAL ASSISTANCE PLAN (cont'd)

Approved courses are those which are job-related and will have direct application to the employee's effectiveness in the job he or she 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 Human Resources 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 27 - TECHNOLOGICAL CHANGE

- (a) 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.
- (b) When employees within a classification require additional training to maintain the necessary skills required to perform the work within the classification as a result of the introduction of new technology or methods of operation by the Commissioners, the Commissioners will undertake to provide the necessary training for the affected employees.

ARTICLE 28 - TERMINATION OF AGREEMENT

This agreement is to become effective on the 29th day of August, 1997, and remain in full force and effect until the 31st day of December, 1998. 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.

ARTICLE 28 - TERMINATION OF AGREEMENT (cont'd)

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 The Metropolitan Toronto Civic Employees Union, Canadian Union Of Public Employees, Local 43, an affiliated organization of the Canadian Labour Congress, under the hands and seals of their proper officers duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

THE METROPOLITAN TORONTO CIVIC EMPLOYEES UNION,
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 43.

Per:.....

Per:.....

THE TORONTO HARBOUR COMMISSIONERS

Per:.....

Per:.....

SCHEDULE "A"

Referred to in the attached Collective Bargaining Agreement between The Toronto Harbour Commissioners and The Metropolitan Toronto Civic Employees Union, Canadian Union Of Public Employees, Local 43, an affiliated organization of the Canadian Labour Congress agreed to as of the 29th day of August, 1997.

POSITION CLASSIFICATIONS AND SALARY GROUPS

File Clerk	B
Junior Clerk - Warehouse	C
License Clerk (Seasonal)	D
Mail Clerk Clerk/Typist - Works	E
Accounts Payable Clerk	F
Credit Administrator Works Administrator	H
Desktop Support Specialist Marina Administrator	I
Engineering Technician II	J
Senior Accountant	K

Wage Progression Table - January 1, 1997

<u>SALARY GROUP</u>	<u>MINIMUM</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>18 MONTHS</u>	<u>24 MONTHS</u>
A	373.62	392.28		410.98	
B	392.28	413.87		435.44	
C	413.90	438.75		463.56	
D	438.75	457.74		476.76	495.79
E	467.33	489.05		510.87	533.97
F	499.95	525.02		550.01	575.01
G	537.47	559.04		580.50	602.04
	623.52				
H	580.54	605.20		629.86	654.53
	679.15				
I	629.85	658.23		686.55	714.88
	743.18				
J	686.55	719.17		751.73	784.36
	816.98				
K	751.73	789.34		826.93	864.53
	902.11				

Wage Progression Table - January 1, 1998

<u>SALARY GROUP</u>	<u>MINIMUM</u>	<u>6 MONTHS</u>	<u>12 MONTHS</u>	<u>18 MONTHS</u>	<u>24 MONTHS</u>
A	380.16	399.14		418.18	
B	399.14	421.11		443.06	
C	421.14	446.43		471.67	
D	446.43	465.76		485.10	504.46
E	475.50	497.61		519.81	543.32
F	508.70	534.21		559.63	585.07
G	546.88	568.82		590.66	612.57
	634.44				
H	590.70	615.79		640.88	665.99
	691.03				

I	640.87 756.19	669.75	698.56	727.40
J	698.56 831.28	731.75	764.88	798.09
K	764.88 917.90	803.15	841.40	879.66

SCHEDULE "B"

Referred to in the attached Collective Bargaining Agreement between The Toronto Harbour Commissioners and The Metropolitan Toronto Civic Employees Union, Canadian Union Of Public Employees, Local 43, an affiliated organization of the Canadian Labour Congress agreed to as of the 29th day of August, 1997.

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 ten 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 - 60 days at full pay
during each year of employment thereafter

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 sick leave entitlement will be pro-rated 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.

SCHEDULE "B" (cont'd)

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.
9. Employees who have perfect attendance in a calendar year will be awarded a Personal Day in the following year.

LETTER OF UNDERSTANDING

The Commissioners agree that regular employees who have completed their probationary period will not be laid off as a direct result of the contracting out of any work within a classification covered by the collective agreement and which could be performed by said employees.

The Commissioners agree that work within a classification covered by the collective agreement which could be performed by a regular employee who has completed his probationary period, and is on lay off, and who has recall rights under the collective agreement, shall not be contracted out.

In the event a regular employee who has completed his probationary period is on lay off due to a seasonal reduction in the workforce, and work of a short term nature is required for five days or less, the employee may be used for the duration of the short term assignment if qualified to perform the required work. In such cases (five days or less) the employee shall not be entitled to reinstatement of benefits. When the short term assignment is completed, the employee will immediately return to lay-off status without extending his recall rights and without any further notice being required. In the event such an employee cannot be contacted when work of a short term nature is required, the Commissioners may take whatever steps are required to ensure the short term work assignment is completed in a prompt manner.

This Letter is grievable under the Grievance Procedure contained in the collective agreement.

It is understood and agreed by the parties that this Letter of Understanding will expire for all purposes on December 30, 1998, and shall have no further force and effect.

Signed at Toronto this 1st day of August, 1997.

For MTCEU, CUPE, Local 43

John Lepine

Gerald Lee

S. Kosiewski

J. Navascues

John Magee

For The Toronto Harbour Commissioners

K.J. Dew

W. Yule

K. Lundy

Helen A. Rozman
