

AGREEMENT

between

THE TORONTO PORT AUTHORITY

and

THE TORONTO CIVIC EMPLOYEES
UNION,
LOCAL 416, CANADIAN UNION OF
PUBLIC EMPLOYEES

(SALARIED EMPLOYEES)

TORONTO, ONTARIO
2002 - 2004

12929(16)

THIS AGREEMENT made as of the 11th day of
November, 2002

BETWEEN:

THE TORONTO PORT AUTHORITY

(Hereinafter called the "TPA")
OF THE FIRST PART

And

THE TORONTO CIVIC EMPLOYEES
UNION,
LOCAL 416, CANADIAN UNION OF
PUBLIC EMPLOYEES,
(Hereinafter called the "Union")
OF THE SECOND PART

(SALARIED EMPLOYEES)

INDEX

SALARIED EMPLOYEES

<u>ART. #</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Definitions	1
2	Purpose	1
3	Recognition and Negotiations	2
4	Agreements Outside the Contract	3
5	Management Rights	3
6	Strikes and Lockouts	4
7	Discrimination	5
8	Union Security	6
9	New Employee	7
10	Correspondence	7
11	Labour Relations	8
11	Negotiations	8
11	Grievance Procedure	10
11	Arbitration Procedure	16
12	Seniority	19
13	Layoff and Recall	21
14	Staff Changes	23
15	Discharge and Discipline	27
16	Hours of Work and Overtime	28
17	Holidays	33
18	Vacation	34
19	Sick Leave Benefits	37
20	Health and Welfare Benefits	37
21	Leave of Absence	41
22	Payment of Wages	45
23	General	47
24	Educational Assistance Plan	51

25	Technological Change	53
26	Termination of Agreement	53

<u>SCHEDULE</u>	<u>SUBJECT</u>	
'A'	Position Classifications and Salary Groups	56
'A'	Wage Progression Table	59
'A'	Long Service Pay	64
'A'	Exceptions to Hours of Work	65
'B'	Sick Leave	65
	Letter of Understanding	70

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

ARTICLE 1 – DEFINITIONS

1. Casual Employee – means any person hired by TPA 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 TPA 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 Port Authority and its employees in

the bargaining unit. It is the desire of both parties to cooperate in maintaining harmonious relations between the Toronto Port Authority and its 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 TPA, or anyone authorized to act on its 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 TPA 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 11.3 hereof. For purposes of this Agreement, Contractual employees are deemed not to be part of the bargaining unit.

The TPA hereby consents and agrees 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 TPA or its representatives that is contrary to this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

All matters concerning the operation, administration and conduct of the TPA's 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 TPA 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 TPA to be essential to the safety of the TPA's property, activities and services for the time being, under the direction of the TPA. 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 TPA.

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, up-grading, 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 TPA 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 TPA to alter the compulsory retirement age of its employees shall be implemented.

- c) Relatives, as defined in Article 21(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 TPA will deduct from the wages of each employee each pay period a sum equal to 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 416 enter into a direct remittance agreement with the Canadian Union of Public Employees.

The TPA agrees 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 TPA 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 – NEWEMPLOYEES

The TPA 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 TPA 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 Human Resources Manager and the President of the Union, with copies to the Unit Chair.

ARTICLE 11 - LABOUR RELATIONS

11.1 NEGOTIATIONS

a) Bargaining Representatives

The authorized bargaining representatives of the Union shall have the right to appear before the TPA or its representatives from time to time for the purpose of making representation in respect to matters concerning this agreement. Such meeting shall be held at a time and place fixed by mutual agreement and 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 TPA.

c) Notice of Officers

The Union agrees *to* keep the TPA 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 Unit Chair 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 12 provided he is employed in a salaried position. The Unit Chair shall be entitled to displace another employee in an equal or lower rated job in a salaried paid 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 TPA 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

The TPA agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to meet with the TPA to carry on negotiations or with respect to a grievance, or any other union business, they shall suffer no loss of pay for time lost from work by reason of attending meetings with the TPA which are authorized by the TPA.

e) Bargaining Preparation

TPA shall pay members of the Union negotiating committee up to twenty-four (24) hours in total, hourly and salary bargaining units combined, for bargaining preparation. Such time off will be at a time agreed to by TPA.

11.2 GRIEVANCE PROCEDURE

- a) Both the TPA 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 TPA acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be employees of the TPA. The TPA 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.

- 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 TPA 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 416 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 Human Resources Manager, or his designated representative. At the earliest convenience of the parties, the Human Resources Manager and the Director of the applicable

area will arrange to meet with the Union to hear the grievance. The Human Resources Manager 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 11.3 Arbitration Procedure.

- e) Where a policy grievance involving a question of general application or interpretation occurs concerning a group of employees, Step 1 may be bypassed and Step 2 proceeded with directly.
- 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 416 or CUPE Representative as determined appropriate by Local 416 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 TPA intends 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 TPA shall be entitled to treat the grievance as abandoned and at an end.

Where in any stage of the foregoing procedure the TPA fails to adhere to the time limits provided therein, and where in the instance of a particular grievance the Union intends to strictly rely on said time limits, notice in writing to the TPA must be issued declaring same, and where the TPA fails 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 TPA 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 I

The Human Resources Manager, may within five (5) working days after the incident giving rise to the grievance became known, **or** should have become known to the TPA, file a formal grievance with redress sought, in writing with the President of Local 416. 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 Human Resources Manager 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 TPA may, within thirty (30) days after receipt of the Step 1 reply, refer the dispute to Arbitration.

11.3 ARBITRATION PROCEDURE

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 the 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 mutual 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 TPA's 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 12 – SENIORITY

a) Seniority List

The TPA 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 and 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 this 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 TPA, 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.

d) Loss of Seniority

An employee shall lose his seniority in the event:

- 1) He is discharged for just cause and is not reinstated;
- 2) He voluntarily terminates his employment;
- 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 TPA are so advised. It shall be the responsibility of the employee to keep the TPA 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 TPA and a period of six (6) months has elapsed from the effective date of such transfer.

ARTICLE 13 - LAY-OFF AND RECALL

In the cases of lay-offs within any classification covered by this agreement the following procedure will be followed:

- a) The TPA 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.
- 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 TPA 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 - STAFFCHANGES

- 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 TPA shall post a notice thereof on applicable bulletin boards and forward a copy to the Secretary **of** the Union and the Unit Chair 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 will 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 **TPA** 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 **TPA's** selection, the **TPA** agrees to lead its 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, without loss of seniority, and all other employees affected shall be returned to their former positions in like fashion.
- d) The TPA 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 TPA will use its 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 TPA 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 - 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 TPA 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 11.2 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 16 - 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 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 TPA shall notify Local 416 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.

3. Overtime Rates on Saturdays, Sundays and Holidays

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

- a) When the TPA requires 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.
- j) When the TPA requires 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 TPA 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 17, 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 TPA agrees 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 TPA.

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 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 16 "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 of his normal work day.

7. Overtime General

The TPA retains the right to require employees to work overtime and in an emergency shall utilize the employees most readily available. Subject to the foregoing, the TPA 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 this manner, then the TPA 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 TPA 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 17 - HOLIDAYS

Regular employees shall receive the following holidays with pay:

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

and all other holidays declared by the TPA 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 18- 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.

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 TPA, 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 TPA, not more than three (3) consecutive weeks may be taken at any one time. The TPA 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 TPA requests 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 TPA.

ARTICLE 19 - 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 20 – HEALTH AND WELFARE BENEFITS

a) Pension

The present Pension Plan shall be continued. The TPA agrees to continue its present practice with respect to contributions to the Pension Plan on behalf of employees receiving payments under the Long Term Disability Insurance Plan.

The employer shall supply a copy of the Pension Plan text to all full-time employees once they have completed their probationary period and have started Pension Contributions.

b) Hospital and Medical Insurance

The TPA shall contribute one-hundred percent (100%) of the premiums **of** the Great-West Life Insurance Plan for semi-private hospital care and the Great-West Life Insurance Extended Health Care Plan, and the Great-West Life Insurance Dental Plan, **or** the equivalent thereof, for all employees. The TPA undertakes to continue its 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 Workplace Safety & Insurance Board concerning an injury suffered while an employee is in this bargaining unit. Effective the 1st **of** the month following thirty days **from** signing of the collective agreement, the ODA fee guide will lag one year behind the prevailing fee guide.

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

c) Long Term Disability Insurance

Employees shall participate in a Long Term Disability Insurance Policy with the TPA paying one hundred percent (100%) of the regular monthly premiums. The TPA agrees to continue its 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 TPA's medical consultant, the TPA will advance the first month's L.T.D. payment due from the insurance company in the case of a delay.

d) Life Insurance

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 ~~fifty~~ two (52) weeks.

The TPA agrees to pay the full cost of the Group Life Insurance coverage. The TPA also agrees to continue its 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 Five Thousand dollars (\$5,000) in life insurance coverage, which may be self-insured by the TPA or may be provided through an insurance carrier, as determined by the TPA.

A Three Thousand dollars (**3,000.00**) paid up Life Insurance Policy will be provided to all retiring employees.

e) Employee Assistance Plan

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

- f) Effective January 1, 2003, an employee who receives the consent of the TPA *to* receive an unreduced early retirement pension will be eligible to receive the following benefits until the age of 65. The TPA will

pay one hundred percent (100%) of the regular monthly premiums.

i) Hospital and Medical Insurance for Great West Life Insurance semi-private hospital care and the Great West Life Insurance Extended Health Care Plan and the Great West Life Insurance Dental Plan.

ii) A Three Thousand dollars (\$3,000) paid up life insurance policy will be provided to **all** retiring employees.

ARTICLE 21 - LEAVE OF ABSENCE

a) Union Conventions

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

benefits), child, parent, brother or sister, such employees shall be granted a five (5) day leave of absence 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 TPA, 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 TPA for the amount of the jury or witness fees they have received, exclusive of mileage and meal allowance.

d) General Leave

The TPA 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 TPA.

e) Upon written request, the TPA 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.

f) Upon request, the TPA 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

TPA agrees to make provision to continue the employees' coverage under all Welfare Plans for any such employee on leave provided the employee reimburses the TPA 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 Defense for a maximum of 10 working days every 2 years.

- h) The TPA 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.

- i) Maternity Leave

The TPA 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 22 - PAYMENT OF WAGES

- a) Pay Days

The TPA 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 18 by separate cheque payable on the last payday in May of each year.

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 23 - GENERAL

- 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 TPA will from time to time establish rates of compensation for all employees required to use their own automobiles for TPA's business and all employees within a utilization category will be compensated on the same basis.
- d) Employees using their own automobiles for the TPA's business shall be required to carry automobile insurance in an amount to be determined by the TPA from time to time. The TPA agrees 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 TPA.
- e) The TPA undertakes to use its 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 TPA shall merge, amalgamate or combine any of its operations **or** functions with another employer, then the TPA agrees 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 TPA.
- h) Local 416 shall be entitled to (1) one representative on the Joint Pension Committee to represent the interests of the members of the Salaried and Hourly Bargaining units. The above noted representative shall be an employee of the Port Authority.
- i) The TPA 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 Human Resources Manager 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 TPA to employees as required in the carrying out of their duties.
- l) An employee whose employment with the TPA 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 **fifty** two (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 TPA 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 Port Authority 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; 18; 19; 20 and Schedule “B”.
- o) Contractual employees are not entitled to any benefits under this Agreement.
- p) The TPA will continue its work on implementing an “Equal Pay for Work of Equal Value” program.

ARTICLE 24 – 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 TPA.

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

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 TPA 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 employees by outside agencies.

ARTICLE 25 - 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 TPA 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 TPA, the TPA will undertake to provide the necessary training for the affected employees.

ARTICLE 26 - TERMINATION OF AGREEMENT

This agreement is to become effective on the 11th day of November, 2002, and remain in full force and effect until

the 31st day of December 2004. 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 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 Port Authority has hereunto affixed its Corporate Seal under the hands of their proper officers duly authorized and the Toronto Civic Employees Union, Local 416, Canadian Union of Public Employees, under the hands and seals of their proper officers duly authorized.

SIGNED, SEALED AND DELIVERED in the presence
of:

THE TORONTO CIVIC EMPLOYEES UNION,
LOCAL 416
CANADIAN UNION OF PUBLIC EMPLOYEES.

Per: Brian Cochrane

Per: Mike Leonard

Per: Mike Lamont

Per: Anne **Walker**

Per: Joe Mele

Per: Ron Moreau

THE TORONTO PORT AUTHORITY

Per: Lisa Raitt

Per: Ken A. Lundy

SCHEDULE “A”

Referred to in the attached Collective Bargaining Agreement between The Toronto Port Authority and The Toronto Civic Employees Union, Local 416, Canadian Union Of Public Employees, agreed to as of the 11th of November, 2002.

POSITION CLASSIFICATIONS AND SALARY
GROUPS

File Clerk	B
Junior Clerk – Warehouse	C
Licenses Clerk – Seasonal	D
Mail Clerk Clerk/Typist – Works	E
Accounts Payable Clerk	F
Credit Administrator Works Administrator	H

Desktop Support Specialist I
Works Administrator

Engineering Technician II J

Senior Accountant K

Effective November 18, 2002

File Clerk B

Junior Clerk – Warehouse C

Licenses Clerk – Seasonal D

Mail Clerk E

Clerk/Typist – Works F

Accounts Payable Clerk G

Credit Administrator H

StoresKeeper I

Works Administrator

**Marina Administrator
Engineering Technician II**

J

Senior Accountant

K

Biweekly Wage Progression Table – December 31, 2001

Salaried Group	minimum	6months	12months	18months	24months
A	830.59	872.06	913.66		
B	872.05	920.06	968.02		
C	920.12	975.38	1030.52		
D	975.38	1017.61	1059.87	1102.17	
E	1038.89	1087.20	1135.70	1187.07	
F	1111.43	1167.16	1222.69	1278.28	
G	1194.85	1242.78	1290.50	1338.37	1386.15
H	1290.58	1345.40	1400.23	1455.05	1509.78
I	1400.21	1463.30	1526.24	1589.25	1652.15
J	1526.24	1598.76	1671.15	1743.70	1816.21
K	1671.15	1754.75	1838.32	1921.92	2005.46

Biweekly Wage Progression Table – January 1, 2002

Salaried Group	minimum	6months	12months	18months	
A	855.51	898.22	941.07		
B	898.21	947.66	997.06		
C	947.72	1004.64	1061.44		
D	1004.64	1048.14	1091.67	1135.24	
E	1070.06	1119.82	1169.77	1222.68	
F	1144.77	1202.17	1259.37	1316.63	
G	1230.70	1280.06	1329.22	1378.52	1427.73
H	1329.30	1385.76	1442.24	1498.70	1555.07
I	1442.22	1507.20	1572.03	1636.93	1701.71
J	1572.03	1646.72	1721.28	1796.01	1870.70
K	1721.28	1807.39	1893.47	1979.58	2065.62

Biweekly Wage Progression Table – November 18, 2002.

Salaried Group	minimum	6months	12months	18months
A	855.51	898.22	941.07	
B	898.21	947.66	997.06	
C	947.72	1004.64	1061.44	
D	1004.64	1048.14	1091.67	1135.24
E	1070.06	1119.82	1169.77	1222.68
F	1144.77	1202.17	1259.37	1316.63
G	1230.70	1280.06	1329.22	1427.73
H	1329.30	1385.76	1442.24	1555.07
I	1442.22	1507.20	1572.03	1701.71
J	1572.03	1646.72	1721.28	1870.70
K	1721.28	1807.39	1893.47	2065.62

Biweekly Wage Progression Table – January 1, 2003

Salaried Group	minimum	6months	12months	18months
A	881.18	925.17	969.30	
B	925.16	976.09	1026.97	
C	976.15	1034.78	1093.28	
D	1034.78	1079.58	1124.42	1169.30
E	1102.16	1153.41	1204.86	1259.36
F	1179.11	1238.24	1297.15	1356.13
G	1267.62	1318.46	1369.10	1470.56
H	1369.18	1427.33	1485.51	1601.72
I	1485.49	1552.42	1619.19	1752.76
J	1619.19	1696.12	1772.92	1926.82
K	1772.92	1861.61	1950.27	2127.59

Salaried Group	minimum	6months	12months	18months
A	907.62	952.93	998.38	
B	952.91	1005.37	1057.78	
C	1005.43	1065.82	1126.08	
D	1065.82	1111.97	1158.15	1204.38
E	1135.22	1188.01	1241.01	1297.14
F	1214.48	1275.39	1336.06	1396.81
G	1305.65	1358.01	1410.17	1514.68
H	1410.26	1470.15	1530.08	1649.77
I	1530.05	1598.99	1667.77	1805.34
J	1667.77	1747.00	1826.11	1984.62
K	1826.11	1917.46	2008.78	2191.42

Reduction of progression table are effective the 1st Monday after signing of the collective agreement.

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

License Clerk (Seasonal)

- Flexible hours with pro-rate pay

Stores Keeper

- Part time with Pro-rate pay

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

Works Administrator – Works

- 8:00 a.m. to 4:00 p.m.- ½ hr. lunch

Clerk Typist – Works

- 8:00 a.m. to 4:00 p.m. – ½ hr. lunch

SCHEDULE “B”

Referred to in the attached Collective Bargaining Agreement between The Toronto Port Authority and The Toronto Civic Employees Union, Local 416, Canadian Union Of Public Employees, agreed to as of the 11th day of November, 2002.

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
2 nd 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 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 TPA's medical consultants and providing the employee has been absent for six continuous working days, the TPA 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 receive payment through the Workplace Safety & Insurance Board concerning an injury suffered while in the TPA's 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 Workplace Safety & Insurance Board payments.
5. Employees shall assist the TPA at the TPA's request, to recover wages paid under circumstances where a

third party may be liable for damages to the employee for actions causing such employees' lost time from work.

6. Absence of three (3) days or more require a doctor's certificate if asked for by the TPA 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

It is understood that the Toronto Port Authority has the right to contract out provided 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 TPA agrees 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 (5) 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 TPA 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 31, 2004.

Signed at Toronto this 11th day of November 2002.

For Toronto Civic
Employees Union. Local
416 Canadian Union of
Public Employees

For The Toronto Port
Authority