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EFF.	89	11	11
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No. OF EMPLOYEES	153		
NOMBRE D'EMPLOYÉS	153		

AGREE

betw

THE TORONTO HARBOUR
COMMISSIONERS

and

THE TORONTO HARBOUR
COMMISSIONERS EMPLOYEES UNION,
LOCAL 186 (HOURLY EMPLOYEES),
CANADIAN UNION OF PUBLIC
EMPLOYEES, C.L.C.

TORONTO, ONTARIO

1989-1990

0321004

**THIS AGREEMENT made as
of the 8th day of February, 1990**

BETWEEN:

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

- and -

**THE TORONTO HARBOUR
COMMISSIONERS' EMPLOYEES
UNION, LOCAL 186,
(HOURLY EMPLOYEES),
CANADIAN UNION OF
PUBLIC EMPLOYEES,
an affiliated organization of the
CANADIAN LABOUR CONGRESS
(hereinafter called the "UNION")
OF THE SECOND PART**

Article 1
PURPOSE OF AGREEMENT

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. It is the desire of both parties to cooperate 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 2
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, the parties hereto shall mutually **agree** whether or not such new classifications should be incorporated in 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 casual employees are herein defined and all members of the Security Division, including gate and cargo guards are specifically excluded. In the event of dispute, the matter in **dispute** shall be referred to arbitration in accordance with Article 13 hereof. The Commissioners hereby consent and agree to negotiate with the Union, or 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 difference that may arise between them.

The term "casual employee" shall mean an employee hired for **a position or** project which by its nature is either of short duration or limited in time and whose terms of hiring so specify.

Persons 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 purposes of instruction, experimenting, or in emergencies when regular employees are not available.

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 2.2 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.

Casuals, Probationary and Student Employees

1) **Casual employees employed longer than 6 months** in any 12 month period will be subject to review by the Labour - Management Committee. If a casual employee

is retained over the 6 month period, the Labour-Management Committee will recommend as to whether the casual **employee** will or will not be retained. If it is **recommended** that the casual employee **be** retained he shall receive the benefits of the Collective Agreement, but shall **accumulate** seniority only within the **Casual Classification**. During the Employee's casual employment period he shall be eligible to apply for job postings. If there is a disagreement on the recommendation of the Labour-Management Committee either party may proceed to Step 3 of the grievance procedure.

2) It is expressly understood that the Commissioners have the right to **hire** specialists for short term specific jobs on an individual agreement basis and that such persons **are not** covered by the provisions of the Collective **Agreement**. The Union will be notified of all such **arrangements**. A Specialist shall **be defined** as a Job Classification - not presently in Schedule "A" but which would be if the job became permanent or continuing.

3) **The Probationary period of Job Transfers will be 3 months in the new position.**

4) Service as a casual employee immediately prior to **being** appointed to the Regular Staff in the same classification will be considered as probationary time. If a casual employee is appointed to the regular staff in another classification he must serve a total of 6 months' probationary period of which a minimum of 3 months must be in the classification to which he has been appointed.

5) Students carrying out the duties of a classification in Schedule "A" will be paid the rate for that classification. Students carrying out part of the duties of

Schedule "A" classification or special duties may be paid a lesser rate and the Union will be so **notified**.

6) Casuals, probationary and student employees will be paid **10%** less than the rates of pay in Schedule "A" until they have completed 6 months of continuous service with the Commissioners. Skilled trade classifications, as indicated in Schedule "A", will be paid the full rate during their probationary period.

Article 3

NO STRIKES OR LOCKOUTS

During the lifetime of this agreement, no strike shall **be called or sanctioned by the Union, and no lockout shall** be entered upon by the Commissioners until all grievance procedures outlined herein, including arbitration and/or conciliation has been exhausted, and no strike shall be called or sanctioned by the Union and no lockout shall be entered upon by the Commissioners in respect of any matter which shall have been arbitrated or **conciliated** in accordance with such **procedure**. The Union undertakes that notwithstanding anything which may occur, it will to the best of its ability, assist in the continued maintenance of those services deemed by the Commissioners' property, and the welfare of the 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 this Agreement, and in the event of such strike **occurring**, the Union will use all reasonable efforts to cause the striking members to return to work. It is distinctly understood and agreed by the Commissioners that 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. In the event that any employees of the Commissioners other than those covered by this agreement, engage in a lawful strike and maintain picket lines in support of that strike, the employees covered by this agreement shall have the right to refuse to cross such picket lines. Failure to cross such picket line by the members of the Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, but such members shall not be paid with respect to such time off.

Article 4

NO DISCRIMINATION

a) The Commissioners and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or **practiced** with respect to any employee in the matter of hiring, **wage rates**, training, **upgrading, promotion, transfer, layoff, discipline, discharge** or otherwise by reason of age, political or religious affiliations, sex, nor by reasons of his membership in a labour union.

b) Relatives, as **defined** in Article 23(c), 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 5
UNION SECURITY**

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

**Article 6
THE COMMISSIONERS SHALL ACQUAINT
NEW EMPLOYEES**

The Commissioners **agree to** acquaint new employees with the fact that the Union agreement is in effect and shall, upon **hiring of** a new employee in the bargaining unit, advise the **Union** of such employee's name, address and classification.

New employees shall be presented with a copy of **the** agreement by the Commissioners.

**Article 7
CORRESPONDENCE**

All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Commissioners' General Manager or the **Personnel** Director and the President and Secretary of the Union, with copies to the National Representative.

Article 8
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 arising out of 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** Employ& 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 President, Vice-President, Secretary or **Treasurer** is displaced from his job, then he shall be deemed to have top seniority for the purpose of Article **10** and shall be entitled to displace another employee in an equal or lower **rated** job for which he then has the qualifications to perform, so that he shall be entitled to remain in some capacity in the employment of the Commissioners until his then current term of office expires, which for the purpose of this clause, shall not be in excess of two years from the meeting at which he was elected to his **office**.

d) Time Off for Meetings

The Commissioners agree that where permission has been granted to representatives of the Union to leave their employment temporarily in order to meet with the Commissioners 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 Commissioners which are **authorized** by the Commissioners.

e) Time Off for Union Meetings

The Commissioners agree to grant time off from work without loss of pay and without loss of seniority to up to two **(2)** Union Executive Officers or Stewards to attend their regular Union Executive Board Meetings, and to one **(1)** union executive **officer** to attend General Membership meetings, provided such meetings take place after **4:00** p.m. on any day and provided that this clause is limited to no more than eight **(8)** Executive Board meetings and eight **(8)** General Membership meetings in any calendar year.

Article 9
SENIORITY

a) Seniority **List**

Seniority is preference or priority measured by length of service.

The Commissioners shall maintain a seniority list showing the date upon which each employee's service **commenced**. An **up-to-date** seniority list shall be sent to the Union and posted on **all** bulletinboards in January of each year.

b) Seniority for New Employees

Newly hired 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 of this agreement, except with respect to Pension and Sick Leave Plans, and to discharge or lay-off. The **employment of** such probationary employees may be terminated at any time **during this period** of six **(6)** months without **recourse** to the **grievance** procedure. **After** completion of the probationary period, seniority shall be effective from the original date of employment.

Probationary employees, **other than exempted skilled trade** classifications, will be paid **10%** less than the rate of pay in Schedule "A" until they have completed 6 months of continuous service with the Commissioners.

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.

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. 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 **(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 months has elapsed from the effective date of such transfer.

Article 10

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 special skills or experience are not required, probationary employees in the classification **concerned** will be laid off **first**. Thereafter seniority within the classification shall govern the order of lay-off provided the employee or employees concerned have the qualifications and the ability to perform all of the work, in the classification.

c) An employee who is displaced from his classification of (b) above, may elect to be laid off or may elect to displace an employee **with less** overall seniority in a job in some other classification except for the **super-**

visory positions and provided the employee has the necessary qualifications and has the **ability to** perform all of the work as described in the job description after a two day Period of **familiarization** on the job, which can be taken during the lay-off notice Period.

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 reactivated.

f) The Commissioners shah notify employees who are to be laid off **(5)** working days before the layoff is to be effective.

g) If the employee laid off has not had the opportunity to work five **(5)** full days after notice of lay-off, he shah be paid in lieu of work for that Part of five **(5)** days during which work was not made available.

h) The “supervisory positions” referred to in paragraph(c) herein shah consist of the following classifications: Foreman Sub-Foreman, Survey Party Chief, Derrick Captain and Marine Captain.

Article 11 STAFF CHANGES

a) When vacancies occur or any positions of a permanent nature are created, the Commissioners shah cause a **notice** thereof to be forwarded to all **Departments and to the Secretary of the Union at least five (5) working** days Prior to an appointment being made. Such notice shah contain the following information:

Nature of position; required knowledge and education or equivalent; ability and **skill**; day, evening or night shift and wage or salary rate.

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

- b) 1. In making staff changes, except for Foreman, Sub-Foreman, **Survey Party** Chief, Derrick Captain and **Marine Captain**, appointments shall be made of the applicant senior in service and possessing the required **qualifications**.
2. In the case of Foreman, Sub Foreman Survey Party Chief, Derrick **Captain** and Marine Captain, if the **qualifications** of the applicants (as specified by the job **description**) are relatively equal, appointment **shall** be made of the **applicant** senior in service. In the event that the senior applicant is not selected, the onus shall be on the Commission to justify the merits of their decision.
3. For the purposes of Paragraphs 1 and 2 above, the Commissioners may require a practical, oral, **and/** or written test to establish that the applicant has the qualifications to perform the normal requirements of the job. Such qualifications may not be established in an arbitrary or discriminatory manner.
4. 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, con-

ditional 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.

c) The Commissioners shall give the Union notification, in writing whenever possible prior to all terminations of employment. Such notice shall contain the reasons for **such** terminations. **All** applicants for job positions shall be notified in writing of the **final** disposition of their application.

d) Disabled Employees' Preference

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

e) Medical Examinations

In making staff changes the Commissioners shall have the right to require a medical examination by their designated medical consultant; however, the results of such examinations shall be used solely to determine the applicant's fitness to do the job applied for and shall not be used as a basis for competition.

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

g) An employee who is transferred out of the bargaining **unit** to another position within the Commission **may** be returned within a **period** of 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.

Article **12**
GRIEVANCE PROCEDURE

a) 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:

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

step **1**

The aggrieved employee(s) shall submit to the Per-

sonnel Director, or his designated representative, a written statement of his grievance, duly approved by a Shop Steward upon an Employee's Grievance Form, within **two (2)** working days of being refused redress by his foreman. The Personnel Director, or his designated representative, shall forthwith deliver the Statement to the foreman's supervisor and shall, at the earliest convenience of the parties, within two **(2)** days convene a meeting to hear the Employee's Grievance. The foreman's supervisor shall complete and return to the Personnel Director, or his designated representative the Reply to Employee's Grievance within two **(2)** working days after said meeting and such reply shall be forwarded forthwith by the Personnel Director to the Union.

step 2

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

step 3

Failing satisfactory settlement under Step 2, the employee(s) concerned shall, within five (5) working days after receipt of the Department Head's Reply, submit a Special Appeal, in writing, duly approved by the Union President or designate, to the Personnel Director, or his designate Representative, on an Employee's Special Appeal Form. The Personnel Director, or his designated representative, shall forthwith deliver the Special Appeal and supplementary material to the General Manager or his designated representative and shall at the earliest convenience of the parties within five (5) working days, convene a meeting to hear such Special Appeal. Provided that if personal representation to the General Manager is desired by the Union, such meeting shall be at the convenience of the General Manager. The General Manager or his duly appointed representative shall complete and return to the Personnel Director the Reply to the Employee's Special Appeal within seven (7) working days after said meeting and such Reply shall be forwarded forthwith by the Personnel Director to the Union.

step 4

Failing satisfactory settlement under Step 3 the Union may, within ten (10) working days after receipt of the Reply to the Employee's Special Appeal, refer the dispute to Arbitration in the manner set forth in Article 13.

c) Where a policy grievance involving a question of general application or interpretation occurs concerning a group of employees. Steps 1 and 2 may be bypassed and Step 3 proceeded with directly.

d) Grievances settled satisfactorily within the time

allowed shah date from the time that the grievance was tiled.

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

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

Article 13 ARBITRATION

a) Composition of Board of Arbitration

When either party request 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) 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)** days, the appointment shah be made by the Minister of Labour of 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 Commissioners' premises to view any working conditions which may be relevant to the settlement of the grievance.

f) 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 14
DISCHARGE CASES

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

b) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12. Grievance Procedure - Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

c) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in 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 15
HOURS OR WORK AND OVERTIME

a) Work Periods

A normal basic work week for employees shall be

defined as five (5) consecutive seven and one-half (7 1/2) hour days from Monday to Friday inclusive, and **daily hours of work shall between 7:00 a.m. and 6:00 p.m.**

b) A special basic work week for employees shall be defined as thirty-seven and one-half (37 1/2) hours, worked in five (5) consecutive seven and one-half (7 1/2) hour days. The sixth day, shall be deemed to be a "Saturday", and the seventh day, shall be deemed to be a "Sunday" for overtime purposes.

c) Changes in the above hours of work provisions, may be made at any time by mutual agreement between the parties.

The Toronto Island Airport Employees are exempted from the provisions of Section (a), (b) and (c) above.

d) Overtime Rates on Weekdays

All time worked beyond thenormal workday shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half.

e) Overtime Rates on Saturdays, Sundays and Holiday

All time worked on Saturdays shall be paid for at one and one-half times the standard rate of pay for all time worked and all time worked on Sundays shall be paid for at two times the standard rate of pay for all time worked. Any employee who is required to work on a paid holiday as listed in Article 17 of this Agreement, shall be paid at the rate of two times his standard rate of pay for all time **so worked and in addition shall be granted a 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.

All employees covered by this agreement shall be entitled to **utilize** lieu time for overtime accumulated, to a maximum of five (5) days per calendar year, by such employees instead of overtime pay at times mutually agreeable to the Commissioners and such employees on the following conditions:

1) Employees desiring to have overtime worked credited towards lieu time repayment shall notify their foreman prior to their time sheets being submitted to the time office: otherwise such overtime will be repaid in money.

2) Only two (2) hours or more of overtime per day shall be **eligible** for lieu time. The total amount of overtime **earned** on a daily basis must be taken as either all paid time or all lieu time. There will be no "splitting" between paid or lieu time on a daily basis.

3) All requests for overtime repayment in time rather than money shall be submitted in writing on the appropriate form before such lieu time shall be granted.

4) On or about November 1st of each year, every employee who has accumulated lieu time will be provided with a statement indicating the number of hours he has accumulated. The employee will have the option of **taking** or scheduling their lieu time within 30 days, or carrying over the days into the next calendar year. (If an employer carries five (5) days, he will not be able to accumulate any further days in that year)

f) Overtime Meal Allowance

Every employee who works a total of two hours or

more immediately before and/or immediately after his normal shift shall be paid for all such work performed, plus \$7.00 meal allowance, but shall not be paid for time **taken out for such meal. The meal allowance shall be paid** immediately to the extent that the Petty Cash system permits.

g) 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 15(e) 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 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 shift.

h) The Commissioners retain the right to require employees to work overtime and in an emergency shall **utilize** the employees most readily available. Subject to the foregoing, the Commissioners shall assign overtime on a **voluntary** rotation basis in order of **seniority** within the classification. However, if a sufficient number of employees cannot be obtained in this manner, then the Commissioners shall assign overtime on the said rotation basis and these employees shall be required to work. Subject to the exigencies of the Commissioners' require-

ments, employees who have completed their probationary period shall have preference in the **opportunity** of working overtime and for call-back time.

i) It is understood and agreed that employees shall be **granted** one half-hour time off for a lunch break to be **furnished** between the hours of **11:30 a.m.** and **1:30 p.m.** and in the event that such is not furnished then they shall be paid an additional one half-hour at overtime pay.

j) Every employee who has been advised in writing by his foreman or supervisor that he has been designated "on call" for work on a specified day for an eight hour period as designated in such notice shall **be** paid an "on call allowance" of three hours' pay at the employee's straight time regular hourly wage rate. In the event the **employee is called into work he** shall be paid in accordance with this Article 15 for the work **performed** with a minimum of 8 hours straight time rate **but** he shall not be paid the "on call allowance" set forth above. It is agreed and understood that an employee "on call" is required to be available **at his** home and to be able to be contacted by telephone for the full eight hour period of such "on call". It is further agreed and understood that failure to be available will result in the forfeiture of all "on call allowances". It is further agreed and understood that such notice of "on call" can be cancelled at any time up to **8:00 p.m.** the last regular work day to the commencement of the on-call period and in the event of such cancellation no on-call allowance will be paid.

Article **16**
SHIFT WORK

a) Seniority within a classification will determine

shift **preference** for work within that classification subject only to **ability** and **suitability** to perform the duties of the **job**. **Employees entering** a classification **through the job posting procedure must** accept the shift **posted**. Seniority can only be exercised to determine shift preference when a position is vacant in that classification.

b) Every employee in the bargaining unit shall be paid **a 49** cents per hour shift bonus for all *normal* weekend shifts and for all shifts worked where the shift commences prior to **7:00** a.m. or terminates later than **6:00** p.m. Monday to Friday both inclusive. Effective January **1, 1990**, shift bonus will be **52** cents per hour. It is **distinctly** understood and agreed that the shift bonus shall not be pyramided where time and one-half or double time rates are applicable.

c) The "6 and 3" Shift

1) The **"6 and 3"** shift shall consist of 6 consecutive working days followed by 3 consecutive non-working days.

2) The 6 working days shall be paid at regular rates of pay in accordance with Schedule "A".

3) Those employees working the **"6 and 3"** shift shall **be paid weekly, on the basis of five working days, and** such payments shall be averaged out over a cycle consisting of 9 weeks.

4) Each normal working day of the **"6 and 3"** shift shall consist of 8 hours and overtime will be paid for time worked after the completion of 8 hours.

5) Those employees working the **"6 and 3"** shift who work a **7th** consecutive day following a **6th** consecutive working day shall be paid at the rate of time and one-half for all hours worked on such day; and,

similarly, work on an **8th** consecutive working day shall be paid for at double time rate for all hours worked on such day and, work on a **9th** consecutive day shall be paid for at a rate of time and one-half for all hours worked on such day.

6) Each day of vacation or **lieu** time **utilized** by an employee working the "**6 and 3**" shift shall correspond to each working day of such shift.

7) The "**6 and 3**" shift shall apply to the crews of the Island Airport Ferry, firefighters and maintenance/auxiliary firefighters.

8) Any change to the "**6 and 3**" shift as set out herein shall be made only with the consent of the Union.

Article **17** HOLIDAYS

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	Boxing Day
	Floating Holiday

and Heritage Day if, as and when it may be declared a holiday by the Federal **Government**, and all other holidays declared by the Commissioners.

The date of the floating holiday to be agreed upon by the parties each year.

a) 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. The Commissioners will endeavour to allow an employee to be off either Christmas Day or New Year's Day where the Commissioners deem it reasonably possible to do so.

b) Employees shall not be entitled to receive payment for any holidays which fall during the period of time they were absent on leave of absence without pay, a lay-off, a long-term disability or any injury for **which** compensation was paid by the Workers' Compensation Board.

**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 18 years' service	5 weeks
After completing 25 years' service	6 weeks

a) An employee who has completed less than one years' 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**.

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

c) An employee who has completed more than seventeen (17) years service, but less than eighteen (18) 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 seventeen (17) years service to the first day of May next following.

d) An employee who has completed more than twenty-four (24) years service, but less than twenty-five (25) years service as of May 1st in any year, will have a sixth week of vacation pro-rated on the basis of completed service commencing from the completion of the twenty-four (24) years service to the first day of May next following.

e) 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 year's service and thereafter the vacation shall be six (6) weeks as set forth above.

f) 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 carried out by the employee; provided, however, the employee shall be entitled to two (2) months notice and provided

further that unless **authorized** by the Commissioners, not more than three **(3)** consecutive weeks may be taken at any one time, **except** during the period December **1st** to March **31st**, **during** which **period** four **(4)** consecutive weeks may be **taken**. The **Commissioners** shall also be entitled to two **(2)** months notice prior to the date of commencement requested by **the** employee.

g) 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**.

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

i) Employees who have been employed on night or evening shift for more than three **(3)** continuous months prior to their vacation and who have been receiving the shift bonus **provided** for in Article **16(b)** shall receive, as part of **their vacation** pay, the shift **bonus** provided for in Article **16(b)** as if they had **continued** their pattern of work during the period of vacation.

j) Employees who have been employed on **cover-off** duty for more than three **(3)** continuous months prior to their vacation shall receive the rate of cover-off as provided for in Article **24(c)** as if they had continued their pattern of work during the period of vacation.

k) Employees shall not be entitled to receive vacation pay for the period of time they were absent on leave of absence without pay, a lay-off, a long-term disability

or an injury for which compensation was paid by the Workers' Compensation Board.

1) Subject to the foregoing, seniority within classification shall govern the order of choice of vacation.

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

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 Policy.

b) Hospital and Medical Insurance

The Commissioners shall contribute one-hundred percent (100%) of the premiums of the Ontario Health Insurance Plan (OHIP), the Prudential Insurance Plan for semi-private hospital care and the Prudential Insurance Extended Health Care Plan, and the Prudential Insurance Dental Plan, or the equivalent thereof, for all employees. The Commissioners agree to continue their present practice with respect to contributions to the plans covered by

this paragraph 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 covered by this bargaining unit.

c) Group Life and Long-Term Disability Insurance

Employees shall participate in a Group **Life** and Long-term Disability Insurance Policy with the Commissioners paying one-hundred percent (**100%**) of the regular monthly premiums. The Commissioners 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.

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

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

f) No **contributions** to any of the Plans or Policies covered by this Article shall be made by the Commissioners for an employee while he is absent from work on **a** lay-off or a leave of absence without pay.

**Article 21
SAFETY**

The Union and the Commissioners shall w-operate in **continuing** and perfecting the safety measures now in effect.

A Safety Committee shall be established and composed of representatives appointed by the Commissioners and the Union, and shall meet at least once during each month period.

Safety Committee representative will be paid their straight time rate for attendance at the monthly Safety Committee meetings.

Article 22

PROTECTIVE CLOTHING

a) Protective clothing and **footwear** shall be supplied at the discretion of the Commissioners to employees as required in carrying out their duties. All employees engaged in outdoor work shall be provided with appropriate protective clothing when applicable, and floater coats will be provided to deckhands as required.

b) Employees shall be reimbursed up to a maximum of **fifty-five (\$55.00)** dollars per calendar year for the purchase of safety footwear. The wearing of safety footwear shall be a condition of **employment**. Employees claiming reimbursement shall provide the Commissioners with satisfactory proof of purchase.

Article 23

LEAVE OF ABSENCE

a) Compulsory Quarantine

Salary for time lost due to compulsory quarantine imposed as a result of the performance of duties for the Commissioners shall be paid to employees when **certi-**

ried by a Medical Officer, and is not chargeable to sick leave.

b) 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 fifteen (15) man days per calendar year.

c) 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 employees shall be granted a three day leave of absence plus travelling time with pay.

In the event of death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent-in-law, stepmother, stepfather, grandparent, 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.

d) 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, as the case may be. Employees who so receive such salary or wages shall reimburse the Commissioners for the amount of the jury or witness fees they have received, exclusive of mileage or meal allowance.

e) 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.

f) 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.

g) 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.

h) Maternity Leave

The Commissioners shall continue to pay 100% of the premiums for Long-Term Disability, survivor bene-

fits, extended health care, vision care and dental care insurance of an employee on maternity leave during the course of that leave.

d) 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, application for which may be obtained from the Personnel Department.

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

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

To be eligible for aid the employee must **first** submit an application to the supervisor for approval and when this has been obtained, the application **will** be sent to Personnel for management approval. Such approval must be secured prior to starting the course to ensure that assistance will be forthcoming and the employee will be

advised immediately approval has been granted. Any employee who undertakes a course without prior **approval will be responsible for his own tuition costs if such approval is not subsequently given.**

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

Article 24 PAYMENT OF WAGES

a) Pay Days

The Commissioners shall pay salaries and wages **weekly on Thursdays** in accordance with Schedule "A" **attached** hereto and-forming part of this Agreement. On each pay day each employee shall be provided with an **itemized** statement of his wages and deductions. If an employee's scheduled day **off fails** on a Thursday, the **Commissioners**, shall, subject to exigencies, mail the employee's wage cheque on Wednesday.

b) Vacation Pay

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

c) Cover-Off Duty

If an employee substitutes on any higher rated job during the absence of another employee or performs duties of a higher classification, he shall receive the rate for the job during the cover-off periods.

Except for temporary absences during the course of any working day where a foreman or sub-foreman is normally required, the senior qualified employee shall cover-off.

Provided, however, that if any employee is required to substitute for an employee who **is receiving** a lower rate of pay then the pay of such substitute shall not be reduced during the period of his cover-off duty.

d) Docking Pay for Lateness

Lateness in reporting for work shall be deducted in accordance with the following schedule for docking pay:

3 minutes leeway;	
4 - 18 minutes late	- 15 minutes pay docked;
19 - 34 minutes late	- 30 minutes pay docked;
35 - 48 minutes late	- 45 minutes pay docked;
49 - 63 minutes late	- 60 minutes pay docked.

In addition, disciplinary action may be taken for persistent lateness or absenteeism.

e) Severance Pay

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

- i) for the **1st** year of employment with the Commissioners, or part thereof, two **(2)** days' pay;
- ii) for the **2nd** year, or part thereof, four **(4)** days' pay;
- iii) for the **3rd** year, or part thereof, six **(6)** days' pay;
- iv) for **the 4th year, or part thereof**, eight **(8) days' pay**.

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

An employee who elects to be laid off rather than displace another employee (under Article 10(c)) will not be entitled to severance pay.

Article 25
GENERAL

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

b) One **fifteen** (15) minute morning coffee break shall be allowed to all employees on the regular daytime Monday to Friday work period. A similar break period will be granted to all employees on shift work during the first half of the shift period.

c) 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.

d) 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 and 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.

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

f) The Commissioners will pay the cost of printing the new Agreement.

g) The Commissioners shall **provide** to the **employees** so entitled a statement indicating amounts received from the Workers' Compensation Board during the year, not later than February **28th** in each year.

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

i) Local **186** Hoisting Engineers are to operate the following pieces of **equipment**; Derrick **T.H.C. 50; 300 Ton Crane Atlass; Gottwald** Container Crane; and Model **25** Northwest Crane. Prior to the purchase of any additional hoisting **equipment**, the operation of same will be discussed with **Local 186**.

j) All Toronto Harbour Commissioners' employees at the new Outer Harbour Marina, with the exception

of the Marina Manager and Marina Assistant Manager, will be subject to Article 5 of this Agreement.

k) 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 to work.

Article 26
TECHNOLOGICAL CHANGE

Prior to introducing new methods resulting from technological change which result in lay-off of employees who have completed their probationary period, the Commissioners will discuss the matter with the Union. In the event a dispute arises the parties may resort to the grievance procedure.

Article 27
TERMINATION OF AGREEMENT

This agreement is to become effective on the 30th day of June, 1989, and with respect to wages from the 1st day of January, 1989, and to remain in full force and effect until the 31st day of December 1990. In the event of either party to this Agreement desiring or proposing any change or alteration in this Agreement in respect of any of the matters herein provided for, such party shall, not more than three months and not less than two months before the expiration date of this agreement, give written notice to the other party and both parties shall thereupon negotiate in good faith in respect to the matters it is

proposed to change or alter.

Either party to this agreement desiring to negotiate a new agreement shall give notice to the other party in writing at least two (2) months prior to the expiration date. If notice is not given, as above, 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 terminate this agreement a joint conference will be held for the purpose of negotiating a new 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 Toronto Harbour Commissioners' Employees Union, Local 186, Canadian Union of Public Employees, an affiliated organization of the Canadian Labour Congress under the hands and seals of their proper officers duly authorized thereunto.

SIGNED, SEALED AND DELIVERED in the presence of:

THE TORONTO HARBOUR COMMISSIONERS' EMPLOYEES UNION LOCAL 186

Per: L. Ross President
Per: P. Breiding Secretary

THE TORONTO HARBOUR COMMISSIONERS
Per: F.R. Smith Commissioner
Per: G F Reid Secretary

SCHEDULE "A"

Referred to in the attached Collective Bargaining Agreement between The Toronto Harbour Commissioners and The Toronto Harbour Commissioners' Employees Union, Local 186, Canadian Union of Public Employees, an affiliated organization of The Canadian Labour Congress, made the 30th day of June, 1989.

Position Classifications and Rates of Pay

	Hourly Rate Effective January 1st, 1989	Hourly Rate Effective January 1st, 1990
WORKS DEPARTMENT		
Master Electrician'	22.01	23.55
Electrician'	20.40	21.83
Labour Foreman	19.97	21.37
Machine Shop Foreman'	19.97	21.37
Plumbing & Heating Foreman'	19.97	21.37
Foreman	19.66	21.04
Sub-Foreman	17.01	18.20
Marine Captain'	19.70	21.08
Hoisting Engineer	19.00	20.33
Marine Engineer 3rd Class*	17.79	19.04
Carpenter 1	16.92	18.10
Mechanic'	16.92	18.10
Welder'	16.56	17.72
Tractor Operator'	16.40	17.55
Derrick Engineer'	16.40	17.55
Stationary Engineer 3rd Class*	16.56	17.72
Crane Front End Driver	16.20	17.33
Marine Mate'	15.98	17.10
Carpenter 2	15.79	16.90
Deckhand Engineer	15.54	16.63
Boat Operator	15.46	16.54
Painter'	15.46	16.54

Truck Driver 14.77 15.80
 Schedule "A" (continued)

	Hourly Rate	Hourly Rate
	Effective January 1st, 1988	Effective January 1st, 1990
Watchman/Bridge Operator	14.77	15.80
Painter's Helper	14.64	15.66
Labourer/De&hand	14.64	15.66
Assistant Storekeeper	14.55	15.57
Labourer	14.06	15.04
Building Attendant	14.06	15.04
(present employee - Day Shift)**	14.45	15.46
(Present employee-Night Shift)	14.22	15.22
Office Cleaner	14.06	15.04
(present employee)	14.22	15.22
Survey Party Chief	19.97	21.37
Senior Instrument Man	17.91	19.16
Junior Instrument Man	16.81	17.99
Survey Crew	15.62	16.71

ISLAND AIRPORT

Foreman	19.66	21.04
Firefighter	17.08	18.28
Maintenance/Attendant	15.81	16.92
Maintenance Man	15.08	16.14
Mechanic*	16.92	18.10
Watchman	14.06	15.04
Janitor	14.06	15.04

OUTER HARBOUR MARINA

Marina Supervisor	17.01	18.20
Student Marina Attendant	8.56	9.16

"These rates shall be paid to those employees classified in those classifications as of June 8, 1973, for such time as the employees remain employed in such classification.

Skilled trade classifications exempted from 10% reduction during

probationary periods.

OBNOXIOUS CARGO

An additional thirty-five (35) cents per hour shall be paid to all employees who are required to handle **dun- nage** or other material contaminated by nitrate, bulk, sulphur, bulk ore, potash, lampblack or carbon black, **cement in bags, wet or dry hides or lime in bags, or handle** dead fish, oil and driftwood.

REFRIGERATOR COMPARTMENT

An additional twenty-five (25) cents per hour shall be paid to all employees when they are required to work in a refrigerated compartment for one hour or more.

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.

Schedule "B"

Referred to in the attached Collective Bargaining Agreement between the Toronto Harbour **Commissioners and the Toronto Harbour Commissioners' Employees Union, Local 186**, Canadian Union of Public Employees, an affiliated **organization** of the Canadian Labour Congress, dated as of the **30th** day of June **1989**.

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

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

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

3) If an employee's sick leave entitlement as provided in Paragraph 1 herein becomes exhausted when

absent with a continuing illness, then upon production of a doctor's certificate or certificates acceptable to the Commissioners' medical consultants and providing the employee has been absent for six continuous working days, the Commissioners will provide payments equivalent to 70% of the employee's regular basic weekly wage for a period of time up to and including the employee's 60th day of absence from work due to such continuing illness.

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

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

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

7) A Labour/Management Committee shall be formed for the purpose of reviewing problems surround-

ing 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.