

	SOURCE	Co		
	EFF.	91	01	01
	TERM.	92	12	31
EMPLOYEES		120		
AGREEMENT				
between				
THE TORONTO HARBOUR		80		
COMMISSIONERS				

and

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

TORONTO, ONTARIO

1991 - 1992

AUG 10 1993

0324005

THIS AGREEMENT made as of the  
**18<sup>th</sup>** day of July **1991**

BETWEEN

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

**·and·**

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

INDEX

HOURLY EMPLOYEES

ART. #	SUBJECT	PAGE
<b>1</b>	Purpose of Agreement	1
<b>2</b>	Recognition and Negotiations	<b>1</b>
<b>3</b>	<b>Management</b> Rights	<b>2</b>
<b>4</b>	No Strikes or Lockouts	2
<b>5</b>	No Discrimination	4
<b>6</b>	Union Security	4
	Correspondence	5
<b>5</b>	Labour Management Negotiations	5
<b>9</b>	Seniority	7
<b>10</b>	Lay-off and <b>Rehiring</b>	<b>10</b>
<b>11</b>	Staff Changes	<b>11</b>
<b>12</b>	<b>Grievance</b> Procedure	<b>15</b>
<b>13</b>	Arbitration	<b>18</b>
<b>14</b>	Discharge Cases	<b>20</b>
<b>15</b>	Hours of Work and Overtime	<b>21</b>
<b>16</b>	<b>Shift</b> work	<b>25</b>
<b>17</b>	Holidays	<b>27</b>
<b>18</b>	Vacation	<b>28</b>
<b>19</b>	<b>Sick</b> Leave and Benefits	<b>31</b>
<b>20</b>	Health and Welfare Benefits	<b>31</b>
<b>21</b>	<b>Safety</b>	<b>33</b>
<b>22</b>	Protective <b>Clothing</b>	<b>33</b>
<b>23</b>	Leave of Absence	<b>34</b>
<b>24</b>	Educational Assistance <b>Plan</b>	<b>37</b>
<b>25</b>	Payment of Wages	<b>38</b>
<b>26</b>	General	<b>41</b>
<b>27</b>	Technological Change	<b>43</b>
<b>28</b>	Termination of Agreement	<b>43</b>
SCHEDULE		
'A	<b>Position</b> Classifications	
	and Rates of Pay	<b>45</b>
'A	Obnoxious Cargo	<b>48</b>
'A	Refrigeration Compartment	<b>48</b>
'A'	Long Service Pay	<b>48</b>
'B'	Sick Leave	<b>49</b>

**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 co-operate in maintaining a harmonious relationship 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 NEGOTIATION**

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 **as 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 differences 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.

### **Article 3**

#### **MANAGEMENT RIGHTS**

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

### **Article 4**

#### **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 to be essential to the safety of 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 its members or any of them **unauthorized** by the Union **and/or** by the 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 5

##### NO DISCRIMINATION

- (a) The Commissioners and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employees in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, political or religious affiliations, sex, nor by 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 relative would cause a conflict in the working relationship.

#### Article 6

##### UNION SECURITY

- (A) 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.

- (B) 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' President 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 Employees when dealing or negotiating with the Commissioners.

**c) Notice of Officers**

The Union agrees to keep the Commissioners advised of the names of its officers, executive, stewards and negotiating committee upon their election or any change therein.

When, in **the normal process of a lay-off, the 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 lowerrated 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.

**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 bulletin boards 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) 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 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 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.**

**d) 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 two (2) years;

5) He is absent from work without **authorized leave for four (4) consecutive working days or more** unless there was a reasonable justification for such absence without leave;

6) **He** is transferred out of the bargaining unit to another position **within the Commission and a period of six 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 supervisory 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** theabove.

**e) An employee who has taken another position as a** result of lay-off mustreturn to his original position when **it is re-activated.**

**f)** The Commissioners shall notify employees who are to be laid off five (5) working days before the lay-off 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 shall 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 shall 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 shall **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 shall 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, 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.

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**

**1. 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 examination 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.**

**2. The Commissioners shall have the right to require "Firefighters" and "Maintenance/Auxiliary Firefighters" to have an annual medical examination by their Medical Consultant.**

**If the employee is found not to meet the minimum standard to ensure the fitness required to do the job safely, with a minimum risk to himself, fellow employees or persons in need of egress assistance in a crash situation, he will be given the preference of work in another classification under Article 1 l(d) "Disabled Employees Preference"**

**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 Personnel** 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, with two **(2)** working 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 **designated 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 President 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 President is desired by the Union**, such meeting shall be at the convenience of the President. **The President or his duly appointed representative shall complete** and return to the Personnel Director the Reply to the Employees 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 **I** and 2 may be by-passed and Step 3 proceeded with directly.

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

**e)** The failure of the Commissioners to comply with the 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 shall entitle the Commissioners to regard the grievance as abandoned and at an end.

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

### **Article 13 ARBITRATION**

#### **a) Composition of Board of Arbitration**

**When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, addressed to the other party to the Agreement. Within ten (10) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party 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 shall 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 OF 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 be between 7:00 a.m. and 6:00 p.m.

b) A special basic workweek 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.

#### d) Overtime Rates on Weekdays

All 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.

#### e) Overtime Rates on Saturdays, Sundays and Holidays

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.

Employees shall be entitled to utilize lieu time for overtime accumulated, to a maximum of five (5) days per calendar year, [six (6) days for employees on the "6" and "3" shift], 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 1<sup>st</sup> 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 employee 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 \$8.00 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 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 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' requirements, 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 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 0.55 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, 1992, **shift bonus will be 0.56 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  
Good Friday  
**Easter Monday**  
**Victoria Day**  
**Canada Day**  
Civic Holiday  
Labour Day  
Thanksgiving  
**Christmas 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 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 17 years' service . . . . . 5 weeks
- After completing 23 years' service . . . . . 6 weeks
- After completing 30 years' service . . . . . 7 weeks

a) An employee who has completed less than one year's service as of May 1st in any year shall receive vacation with pay prorated 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 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.

d) 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.

e) 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.

f) 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.

g) 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**. **The Commissioners shall also be entitled to two (2) months notice** prior to the date of commencement requested by the employee.

h) **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.

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.

**l)** 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**

##### **HEALTH AND 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 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 employe**

**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 co-operate in **continuing and perfecting the safety measures now** ineffect.

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 representatives 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 sixty **(\$60.00)** dollars per calendar year for the purchase of approved 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 certified 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 to 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, and the employee will be paid full salary or wages for the period of his jury duty or witness service, as the case may be. Employees who so receive such salary or wages shall reimburse the Commissioners for the amount of the jury or witness fees they have received, exclusive of mileage 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 Benefits, Extended Health Care, Vision Care and Dental Care Insurance of an employee on Maternity Leave during the course of that leave.**

**i) 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 date of the duties and disbursement pay.

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

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

#### **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 Commissioners.

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

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

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



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

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

## **Article 25**

### **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 falls 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 1<sup>st</sup> year of employment with the Commissioners, or part thereof, two (2) days' pay;**
- ii) for the 2<sup>nd</sup> year, or part thereof, five (5) days' pay;**
- iii) for the 3<sup>rd</sup> year, or part thereof, six (6) days' pay;**
- iv) for the 4<sup>th</sup> year, or part thereof, eight (8) days' pay.**

The foregoing amounts are non-cumulative in any succeeding years up to and including the fifth (5<sup>th</sup>) year of employment and thereafter. In the fifth (5<sup>th</sup>) 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 26**  
**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 soentitled 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 Atlas; 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 Assistant Marina Manager, will be subject to Article 5 of this Agreement.

k) The Commissioners will continue their work on implementing an "Equal Pay for Work of Equal Value" program.

l) Employees who are supplied uniforms by the Commissioners must wear them.

**Article 27**

**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 28**

**TERMINATION OF AGREEMENT**

**This agreement is to become effective on the 1st day of January, 1991, and to remain in full force and effect until the 31st day of December, 1992. 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 anew agreement.**

IN WITNESS WHEREOF The Toronto Harbour Commissioners have hereuntoaffixed **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: Lee Ross, President

Per: **Peter Breiding**, Secretary

THE TORONTO HARBOUR COMMISSIONERS

Per: Charles **Parmalee**, Commissioner

Per: Gary 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, **and affiliated organization of The Canadian Labour Congress**, made the 18<sup>th</sup> day of July, 1991.

**Position Classifications and Rates of Pay**

Hourly Rate	Hourly Rate
Effective	Effective
January 1, 1991	January 1, 1992

**WORKS DEPARTMENT**

Master Electrician* .....	24.72 .....	25.89
Electrician* .....	22.91 .....	24.00
<b>Labour Foreman</b> .....	<b>22.43</b> .....	<b>23.50</b>
Machine Shop Foreman* .....	22.43 .....	23.50
Landfill Foreman .....	22.43 .....	23.50
Foreman .....	22.08 .....	23.13
Sub-Foreman .....	19.10 .....	20.01
Marine Captain* .....	22.12 .....	23.17
Hoisting Engineer .....	21.34 .....	22.35



Marine Engineer 3rd Class*	19.98	20.93
Carpenter 1*	19.00	19.90
Mechanic*	19.00	19.90
Welder*	18.60	19.48
Tractor Operator*	18.42	19.29
Derrick Engineer*	18.42	19.29
Stationary Engineer 3rd Class*	18.60	19.48
Crane Front End Driver	18.19	19.05
Marine Mate*	17.95	18.80
<b>Carpenter 2</b>	17.74	18.58
Deckhand Engineer	17.45	18.28
Boat Operator	17.45	18.28
Painter*	17.36	18.18
<b>Truck Driver</b>	16.58	17.37
<b>Watchman/Bridge Operator</b>	16.58	17.37
<b>Painter's Helper</b>	16.44	17.22
Labourer/Deckhand	16.44	17.22
Assistant Storekeeper	16.34	17.12
Labourer	15.78	16.53
Building Attendant	15.78	16.53
(Present Employee -Day Shift)**	16.23	17.00
(Present Employee -Night Shift)**	15.97	16.73
Office Cleaner	15.78	16.53

<b>(Present Employee)</b> .....	<b>15.97</b> .....	<b>16.73</b>
Survey Party Chief*	22.43 .....	23.50
Senior Instrument Man *	20.11 .....	21.07
Junior Instrument Man..	18.88 .....	19.78
<b>Survey Crew</b> .....	<b>17.54</b> .....	<b>18.37</b>

ISLAND AIRPORT

Foreman.....	22.08 .....	23.50
Firefighter..	19.18 .....	20.09
<b>Maintenance/Aux. Firefighters</b> .	<b>17.76</b> .....	<b>18.60</b>
<b>Maintenance Man</b> .....	<b>16.94</b> .....	<b>17.74</b>
Mechanic* .....	19.10 .....	20.01
Watchman/Cleaner..	15.78 .....	16.53
Building Attendant.....	15.78 .....	16.53

OUTER HARBOUR MARINA

<b>Marina Supervisor</b> .....	<b>22.08</b> .....	<b>23.13</b>
<b>Marina Equipment Operator</b> ....	<b>16.58</b> .....	<b>17.37</b>
<b>Marina Labourer</b> .....	<b>15.78</b> .....	<b>16.53</b>
<b>Student Marina Attendant</b> .....	<b>9.61</b> .....	<b>10.07</b>

**\*\* 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 forty-five (0.45) cents per hour shall be paid to all employees who are required to handle dunnage or other material contaminated by nitrate, bulk sulphur, bulk ore, potash, lamp-black or carbon black, cement in bags, wet or dry hides or lime in bags, or handle dead fish, oil and driftwood or weed spraying.

### **REFRIGERATORCOMPARTMENT**

An additional forty-five (0.45) 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 18<sup>th</sup> day of July, 1991.

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

Probationary period	- nil
1 <sup>st</sup> calendar year	- pro-rated based on length of employment to a maximum of 10 days at full pay
2 <sup>nd</sup> calendar year	- 15 days at full pay
3 <sup>rd</sup> calendar year	- 30 days at full pay
4 <sup>th</sup> calendar year	- 40 days at full pay
5 <sup>th</sup> calendar year	- 50 days at full pay
6 <sup>th</sup> 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 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 14<sup>th</sup> 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) **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.