

**AGREEMENT**

between

**THE TORONTO PORT AUTHORITY**

and

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

***(HOURLY EMPLOYEES)***

TORONTO, ONTARIO  
2013 - 2016

**12930 (09)**

**THIS AGREEMENT made as of the 21st of April, 2014  
BETWEEN:**

**THE TORONTO PORT AUTHORITY  
(Hereinafter called the "TPA")  
OF THE FIRST PART**

**and**

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

**(HOURLY EMPLOYEES)**

## INDEX

### HOURLY EMPLOYEES

<u>ART. #</u>	<u>SUBJECT</u>	<u>PAGE</u>
1	Purpose of Agreement	1
2	Recognition and Negotiations	1
3	Management Rights	1
4	No Strikes or Lockouts	1
5	No Discrimination	2
6	Union Security	2
7	Correspondence	3
8	Labour Relations	3
8.1	Negotiations	3
8.2	Grievance Procedure	4
8.3	Arbitration Procedure	7
9	Seniority	8
10	Lay-off and Recall	10
11	Staff Changes	11
12	Discipline and Discharge	14
13	Hours of Work and Overtime	15
14	Shift Work	18
15	Holidays	19
16	Vacation	20
17	Sick Leave Benefits	22
18	Health and Welfare Benefits	22
19	Safety	24
20	Protective Clothing	24
21	Leave of Absence	24
22	Educational Assistance Plan	26
23	Payment of Wages	27
24	General	28
25	Technological Change	30
26	Termination of Agreement	31
 <u>SUBJECT</u>		
Schedule 'A'	Position Classifications and Rates of Pay	32
	Obnoxious Cargo	34
	Refrigerator Compartment	34
	Long Service Pay	34
Schedule 'B'	Sick Leave	35
LOU	Vacation Transition	37
LOU	Airport Ferry Crew Schedule	38
LOU	Contracting Out	40

LOU	Letter of Agreement	41
LOU	Pension Plan	42
LOU	Statutory Holiday Bank Depletion	44
LOU	Additional Floater Day	45
LOU	Fire Crew	46
LOU	BBTCA Pedestrian Tunnel	50

## **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 Port Authority and its employees. It is the desire of both parties to co-operate in maintaining harmonious relationships between the Toronto Port Authority and its employees and to provide an amicable method of settling any differences or grievance concerning the general working conditions which may arise from time to time.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

The TPA, or anyone authorized to act on its behalf, approve and recognize the Union as the sole collective bargaining agency for all its employees working in the position classifications set forth in Schedule "A" hereto. When new position classifications are created by the TPA, 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 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 8.3 hereof. The TPA hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, any and 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.

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 TPA or its representatives that is contrary to this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

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

## **ARTICLE 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 TPA 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 TPA 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 TPA to be essential to

the safety of the TPA's property, and the welfare of the activities and services for the time being under the direction of the TPA. The Union further undertakes, that it will not cause or sanction sympathetic or jurisdictional strikes of its members, and that it will do its best to prevent any strike by its members or any of them unauthorized by the Union and/or 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 TPA 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 TPA, to the extent such employee is not otherwise compensated for such injury by any other person. In the event that any employees of the TPA 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 TPA and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any employee of the TPA in the matter of hiring, wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, handicap or because of such employee being an officer, steward, committee member or member at large of the union;
- b) Every employee has the right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.
- c) Relatives, as defined in Article 21(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 6 - UNION SECURITY**

- a) As a condition of employment for all employees in the bargaining unit and for casual employees when employed in the positions within the bargaining unit, the TPA will deduct from the wages of each employee each pay period a sum equal to the regular dues charged by the Union to its members, and will remit to the Treasurer of the Union the total of all amounts so deducted not later than the fifteenth day of the following month.

It is understood that the foregoing will be amended as required should Local 416 enter into a direct remittance agreement with the Canadian Union of Public Employees.

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

- b) The TPA shall acquaint new employees with the fact that there is a Union Agreement in effect and shall upon hiring of a new employee in the bargaining unit, as soon as practicable, advise the Union in writing of such employee's name, address and classification.

New employees shall be presented with a copy of the agreement by the TPA on commencement of employment.

## **ARTICLE 7 - CORRESPONDENCE**

All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Vice-President & CFO and the President of the Union, with copies to the Unit Chair.

## **ARTICLE 8 - LABOUR RELATIONS**

### **8.1 NEGOTIATIONS**

- a) **Bargaining Representatives**

The authorized bargaining representatives of the Union shall have the right to appear before the TPA or its representatives from time to time for the purpose of making representation in respect to matters 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 of Public Employees**

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

- c) **Notice of Officers**

The Union agrees to keep the TPA advised of the names of its officers, executive, stewards and negotiating committee within 5 business days of their election or any change therein. When, in the normal process of a lay-off, the Unit Chair is displaced from his job, then he shall be deemed to have top seniority amongst employees covered by the Hourly Agreement for the purpose of Article 10 provided he is employed in an hourly paid position. The Unit Chair shall be entitled to displace another employee in an equal or lower rated job in an hourly paid position for which he then has the

qualifications to perform, so that he shall be entitled to remain in some capacity in the employment of the TPA until his then current term of office expires, which for the purpose of this clause, shall not be in excess of three years from the meeting at which he was elected to his office.

d) Time Off for Meetings

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

The Unit Chair for Local 416 will be provided with a leave of absence of one (1) day per month for union business, with no loss of pay, benefits, service or seniority, such day per month to be non-cumulative and scheduled with two (2) weeks' notice.

Should any difficulties or concerns arise with respect to the Unit Chair's leave of one day per month, the parties shall meet expeditiously to resolve the matter.

e) Bargaining Preparation

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

f) Time Off for Union Meetings

The TPA agrees to grant time off from work without loss of pay and without loss of seniority to one (1) Union Officer or Steward to attend the 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.

## **8.2 GRIEVANCE PROCEDURE**

- a) Both the TPA and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle as many grievances as possible in a prompt and civil manner.
- b) The TPA acknowledges the right of the Union to appoint, or otherwise select, a Grievance Committee of three (3) members who shall be employees of the TPA. The TPA shall be informed of the names of the Committee's members and shall be informed promptly, within 5 business days of any such change, in writing of any



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

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

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

- d) Disputes arising between the TPA and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, or should any other dispute arise, the matter(s) will, subject to (c) above, be considered to be a formal grievance and be dealt with as follows:

#### STEP 1

The aggrieved employee(s) shall submit a Local 416 Grievance Form to the immediate managerial supervisor signed by the employee(s) and the Steward, within five (5) working days after being refused redress by said supervisor, or in the event the process outlined above has not been followed, within five (5) working days after the incident giving rise to the grievance became known, or should have become known to the employee. Within five (5) working days of receipt of the grievance the Department Manager and/or his designated representative will arrange to meet with the employee and his Steward. The Department Manager will issue a formal reply to the grievance within five (5) working days of this meeting.

#### STEP 2

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

#### STEP 3

Failing satisfactory settlement under Step 2 the Union may, within thirty (30) days after receipt of the Step 2 reply, refer the dispute to Arbitration in the manner set forth in Article 8.3, Arbitration Procedure.

- e) Where a policy grievance involving a question of general application or interpretation occurs concerning a group of employees, Step 1 may be by-passed and Step 2 proceeded with directly.
- f) Except where the parties otherwise agree, grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- g) Any of the time limits set forth in this article may be extended by mutual agreement of the parties expressed in writing.
- h) Attendance for the Union at Step 2 of the grievance procedure shall include the employee(s), Grievance Committee, or other Local 416 or CUPE Representative as determined appropriate by Local 416 in the circumstances.
- i) Where in any stage of the foregoing procedure the Union fails to adhere to the time limits provided therein, and where in the instance of a particular grievance the TPA intends to strictly rely on said time limits, notice in writing to the Union must be issued declaring same, and where the Union fails to respond within five (5) additional working days to said notice by indicating it intends to proceed, the TPA shall be entitled to treat the grievance as abandoned and at an end.

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

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

#### STEP 1

The Vice-President & CFO, may within five (5) working days after the incident giving rise to the grievance became known, or should have become known to the TPA, file a formal grievance with redress sought, in writing with the President of Local 416. Within 5 working days of receipt of the grievance the President of the Union and/or his delegate shall discuss the grievance with the Vice-President & CFO and/or his designated representative. The Union will issue a formal reply to the grievance within five (5) working days.

## STEP 2

Failing satisfactory settlement under Step 1, the TPA may, within thirty (30) days after receipt of the Step 1 reply, refer the dispute to Arbitration.

### 8.3 ARBITRATION PROCEDURE

#### a) Selection of the Arbitrator

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.

The parties agree that any matter referred to arbitration will be referred to a single arbitrator.

Within fourteen (14) business days after the referral to arbitration, a single arbitrator shall be selected by mutual agreement of the parties.

If the parties fail to agree to an arbitrator within fourteen (14) business days, the appointment shall be made by the Minister of Labour of Canada, upon the request of either party.

#### b) Decisions of the Arbitrator

The decision of the arbitrator shall be final and binding on all parties, but in no event shall the arbitrator have the power to alter, modify, or amend this agreement in any respect.

#### c) Expenses

Each party shall pay one half of the fees and expenses of the arbitrator.

#### d) Amending of Time Limits

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

#### e) Witnesses

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

f) Statement of Particulars

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

**ARTICLE 9 - SENIORITY**

a) Seniority List

Seniority is preference or priority measured by length of service.

The TPA 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 monthly if additions or deletions have been made to the list. Notwithstanding the foregoing a seniority list will be posted on all bulletin boards in January each year.

Seniority is bargaining unit wide. It is agreed that bargaining unit wide seniority shall determine seniority within the classification.

b) Probationary 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 Article 18 Benefits, 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 months without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

c) Casuals, Probationary and Student Employees

- 1) 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.

Save and except as outlined below, casual employees employed longer than 8 months in any 12 month period will have their employment status converted to that of regular staff.

Where a casual employee fills a position to which an employee in the regular staff has a right to reinstatement (including, but not limited to, a maternity leave,

parental leave or other approved leave of absence), the casual employee may fill the position for the duration of the regular employee's absence without conversion to regular staff.

During the Employee's casual employment period he shall be eligible to apply for job postings.

- 2) It is expressly understood that the TPA has 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) Employees shall not be required to perform more than one probationary period.
- 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 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 so be notified.
- 6) Casuals will be paid 15% less than the rates of pay in Schedule "A".
- 7) The following articles or parts thereof, in this agreement, do not apply to casuals and student employees: 9d, 10, 16, 17, 18, 20b and Schedule B. Despite the previous, casual employees will be reimbursed for approved safety footwear after three (3) months of continuous service.
- 8) The following articles or parts thereof, in this agreement, do not apply to probationary employees: 9d, 10, 16, 17, 18, and Schedule B. Probationary employees are entitled to receive reimbursement for approved safety footwear after one (1) month of continuous service.

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 TPA, he shall not lose seniority rights.

e) Loss of Seniority

An employee shall lose his seniority in the event:

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

**ARTICLE 10 – LAY-OFF AND RECALL**

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

- a) The TPA shall meet with the Union and discuss the proposed lay-off prior to the implementation thereof.
- b) Probationary employees in the classification concerned will be laid off first. Thereafter seniority within the classification shall govern the order of lay-off.
- 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 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 the above.
- e) Notwithstanding the exception for supervisory positions in paragraph (c) above, and in addition to any rights under (c) above, an employee who is laid off from a supervisory position may displace an employee with less overall seniority in any supervisory position with an identical or lower wage rate 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.

- f) An employee who has taken another position as a result of a lay-off must return to his original position when it is re-activated.
- g) The TPA shall notify employees who are to be laid off in writing ten (10) working days before the lay-off is to be effective.
- h) If the employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, he shall be paid in lieu for that part of ten (10) days during which work was not made available.
- i) The "supervisory positions" referred to in paragraph (c) herein shall consist of the following classifications: Foreman, Sub-Foreman, Survey Party Chief, Marina Supervisor and Marine Captain.
- j) When, in the normal process of a lay-off, the Unit Chair is displaced from his job, then he shall be deemed to have top seniority amongst employees covered by the Hourly Agreement for the purpose of Article 10 provided he is employed in an hourly paid position. The Unit Chair shall be entitled to displace another employee in an equal or lower rated job in an hourly paid position for which he then has the qualifications to perform, so that he shall be entitled to remain in some capacity in the employment of the TPA until his then current term of office expires, which for the purpose of this clause, shall not be in excess of three years from the meeting at which he was elected to his office.
- k) No new person shall be hired into the bargaining unit while there are people on layoff with the necessary qualifications and the ability to perform all of the work in the job description after a two-day period of familiarization on the job.

#### **ARTICLE 11 - STAFF CHANGES**

The TPA will provide to the Union any new or changed job posting for input from the Union and discussion between the parties regarding content and qualifications in the job posting.

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

Nature of position; required knowledge and education or equivalent; ability and skill; day, evening or night shift; if it is a supervisory position for the purposes of Article 10 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, Marina Supervisor 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, Marina Supervisor 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 TPA to justify the merits of their decision.
- 3) For the purposes of Paragraphs 1 and 2 above, the TPA 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 in a three (3) month assessment period in the new position, and the appointment shall become permanent at the end of the assessment period conditional on satisfactory service. If the applicant's service during the assessment 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) All applicants for job positions shall be notified in writing of the final disposition of their application.
- d) Disabled Employees' Accommodation Committee

TPA and the Union agree to establish a Disabled Employees' Accommodation Committee ("DEAC") consisting of two (2) Union Representatives, named by the Union, (with at least one representative being an employee of the TPA) and two (2) Management Representatives. The Committee shall meet as necessary to discuss the needs of an employee requiring accommodation for reasons of advancing years, disability, illness or injury, to ensure that a successful modified work plan is developed.

Provided accommodation is available in the work place, the DEAC will provide accommodation options following the steps below:



- (i) An employee who requires accommodation in the work-place shall be accommodated in their normal classification if the employee has an ability to carry out the essential duties of the job.
- (ii) If the disability does not allow the employee to carry out the essential duties of their normal classification, then the employee shall be accommodated in a comparable classification provided the employee is able to perform the essential duties of the comparable job.
- (iii) If an appropriate accommodation cannot be arranged in accordance with (i) or (ii) above, then alternative accommodation may be implemented in any classification provided the employee can perform the essential duties of the classification.

While participating in a temporary accommodation, the disabled employee will:

- receive the wage of the classification to which he or she is assigned, if the wage is higher than their normal job classification, or.
- receive the wage of their normal classification if the accommodated position is at a lower rate of pay.

While participating in a permanent accommodation, the disabled employee will:

- receive the wage rate of the position to which they are assigned, if the wage is higher than their normal classification, or:
- receive the wage of their normal classification if the accommodated position is at a lower rate of pay and
- the injury is a compensable occupational injury or illness as defined by the Workplace Safety and Insurance Board. If the injury is not compensable, the employee shall receive the rate of the accommodated position.

It is understood that negotiated wage increases will apply to any accommodation made in accordance to the aforesaid.

All matters discussed at DEAC meetings shall be dealt with the utmost confidentiality. Members of the committee shall, by their participation therein, acknowledge the necessity of keeping all information discussed with the DEAC meetings confidential.

The TPA management representative shall be responsible for scheduling meetings. Every effort will be made to schedule meetings at times convenient to committee members. In the event that a meeting cannot be held due to scheduling conflicts, the accommodation of the employee shall not be unduly delayed.

DEAC representatives shall be paid their straight time rate for attendance of the Committee meetings unless such meeting is scheduled outside of the representative's regular scheduled hours, in which case the appropriate overtime rate shall apply.

e) A disabled employee participating in a temporary accommodation shall be required at reasonable intervals upon request to submit (a) a doctor's note attesting to the continuance of the disability and (b) a Functional Abilities Form as completed by the employee's doctor.

f) Medical Examinations

- 1) In making staff changes the TPA 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 Union recognizes the TPA's right to require medical examinations in the following positions regulated by Transport Canada:
    - Hoisting Engineer
    - Marine Captain
    - Marine Mate
    - Marine Engineer
  - 3) The TPA shall have the right to require "Firefighters" and "Maintenance/Auxiliary Firefighters" to have an annual medical examination by their Medical Consultant.
  - 4) 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 11(d) "Disabled Employees' Accommodation Committee".
- g) An employee will be limited to one transfer each year to an equal rated or lower rated job.
- h) The TPA shall give the Union notification, in writing whenever possible prior to all terminations of employment. Such notice shall contain the reasons for such terminations.

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

- a) An employee may be disciplined, suspended or discharged for just cause.
- b) When it is the intention of the employer to discipline, suspend or discharge, the employer will advise the employee to be disciplined, suspended or discharged of his or her right to be represented by the Union.
- c) Should the employer decide to proceed with the discipline, suspension or discharge, the Union shall be advised promptly in writing by the TPA. Following a termination, the TPA's

notice of termination shall contain the reasons for the termination, and shall be copied to the TPA Unit Chair, Local 416 Chief of Stewards and Local 416 Recording Secretary.

- d) There shall be no discussions of a disciplinary nature without a union representative present.
- e) An employee considered by the Union to be wrongfully or unjustly disciplined, discharged or suspended, shall be entitled to a hearing under Article 8.2 of the Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.
- f) 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 or service, 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 arbitrator if the matter is referred to arbitration.
- g) Disciplinary entries on an employee's personnel file shall be removed from the file when the employee has completed two (2) years of service without incurring any further discipline.

### **ARTICLE 13 - 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 ½) 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 work week for employees shall be defined as thirty-seven and one-half (37 ½) hours, worked in five (5) consecutive seven and one-half (7 ½) 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.

Where, as a result of an employee requesting a change of shift that requires them to work on their 6th or 7th day, they will not be paid overtime for working on the 6th or 7th day.

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

The Billy Bishop Toronto City Airport Employees on the 6 and 3 shift are exempted from the provisions of Section (a), (b) and (c) above.

- d) It is agreed that all overtime must be authorized.

#### e) 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.

#### 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 15 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 TPA 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, not to exceed a maximum per calendar year of ten (10), or twelve (12), days for employees on the "6" and "3" shift, in the lieu bank by such employees instead of overtime pay at times agreed to by the TPA 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) 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) Subject to operational demands, any request to take lieu time shall not be unreasonably denied. Any accumulated lieu time not utilized by December 31st of each year shall be paid out to employees at the wage rate at which it was earned.
- 5) Employees are permitted to bank an unlimited amount of overtime as lieu time, but employees will be limited to utilizing lieu time in accordance with the ten (10) and twelve (12) day limits set out above. It is understood that these limits do not include or apply to the utilization of Statutory Holiday days.
- 6) Employees may request to have their accumulated lieu time paid out at any time during the year, provided that on each occasion the employee

shall make the request to their supervisor or supervisor's designate at least two (2) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid. Lieu time shall be paid out to employees at the wage rate at which it was earned.

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 \$13.00 meal allowance, but shall not be paid for time taken out for such meal. The meal allowance shall be paid in accordance with the Employer's regular payroll practices..

g) Call Back Time

Every employee called back to work outside his regular working hours via a designated contact number, shall be paid for all such work performed at overtime rates, as applicable, with a minimum of four (4) hours pay therefore. Call back work carried out on Saturdays, Sundays and Statutory Holidays shall be paid for on the basis set forth in Article 13(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 TPA retains the right to require employees to work overtime and in an emergency shall utilize the employees most readily available. Subject to the foregoing, the TPA shall distribute overtime as equitably as possible amongst the employees in the classification who normally perform the required work. If a sufficient number of employees cannot be obtained in this manner, then the TPA shall offer the overtime to other qualified employees in the department in order of seniority. If a sufficient number of employees cannot be obtained in this manner, then the TPA shall offer the overtime to qualified employees in other departments in order of seniority. If a sufficient number of employees are not obtained on this basis, the TPA shall assign the work to the most junior employee(s) who normally perform the required work, including casual employees and these employees shall be required to work.
- i) It is understood and agreed that employees shall be granted one half-hour time off without pay for a lunch break, except for those who are required to work through their lunch break. Lunch breaks are to commence no earlier than three and one-half (3<sup>1</sup>/<sub>2</sub>) hours, and end no later than five and one-half (5<sup>1</sup>/<sub>2</sub>) hours, after the beginning of the employee's shift.

Notwithstanding the foregoing, an employee may request to take his lunch break at an earlier or later time, and approval of such request will not be unreasonably withheld, subject to the requirements of the business.

In the event an employee is required to work through his lunch break by the TPA, such employee will be paid an additional one-half hour at his applicable overtime rate.

Where an employee requests to work through his lunch break, and such request is approved, the employee will be entitled to leave work one-half hour prior to his scheduled quitting time. In the event it becomes necessary for such employee to work beyond his adjusted quitting time, the employee will be paid for the additional time worked at the employee's applicable overtime rate.

- 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 13 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 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 14 - 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 per hour shift bonus according to the following schedule:

- Jan. 1, 2013	— Dec. 31, 2013	- \$0.66 per hour
- Jan. 1, 2014	— Dec. 31, 2014	- \$0.70 per hour
- Jan. 1, 2015	— Dec. 31, 2015	- \$0.70 per hour
- Jan. 1, 2016	— Dec. 31, 2016	- \$0.70 per hour

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. 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 three consecutive day shifts, followed by three consecutive afternoon shifts, followed by three consecutive non-working days. This may be altered for the purposes of training.
- 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 have their pay calculated, 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.

Where, as a result of an employee requesting a change of shift that requires them to work on a 7<sup>th</sup>, 8<sup>th</sup>, or 9<sup>th</sup> consecutive day, they will not be paid overtime for working on the 7<sup>th</sup>, 8<sup>th</sup>, or 9<sup>th</sup> consecutive 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 BBTCA Ferry, Firefighters BBTCA Building Attendants 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 15 - 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
Floating Holiday	Boxing Day	

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 TPA will endeavour to allow an employee to be off either Christmas Day or New Year's Day where the TPA deems 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 Workplace Safety & Insurance Board.
- c) Employees are required to utilize stat lieu days within the calendar year in which they are accrued. Where such stat lieu days are not used within the same calendar year of their accrual, the employees shall receive the equivalent in pay at year's end. Notwithstanding the above, stat lieu days accrued in the month of December can be carried over to the following year and utilized or paid out at the end of that year.

**ARTICLE 16 - VACATION**

Subject to the Letter of Understanding – Vacation Transition, Employees shall receive annual vacation with pay in accordance with service as of January 1<sup>st</sup> in any year as follows:

After completing 1 year service.....	2 weeks
After completing 4 years' service.....	3 weeks
After completing 9 years' service .....	4 weeks
After completing 17 years' service .....	5 weeks
After completing 22 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 January 1<sup>st</sup> in any year shall receive vacation with pay pro-rated on the basis of his completed service as of January 1<sup>st</sup>. 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 ten (10) working days.
- b) An employee who has completed more than three (3) years, but less than four (4) years' service as of January 1<sup>st</sup> 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 three (3) years' service to the first day of January next following.
- c) An employee who has completed more than eight (8) years, but less than nine (9) years' service as of January 1<sup>st</sup> 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 eighth (8) years' service to the first day of January next following.
- d) An employee who has completed more than sixteen (16) years' service, but less than seventeen (17) years' service, as of January 1<sup>st</sup> 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 January next following.

- e) An employee who has completed more than twenty-one (21) years' service, but less than twenty-two (22) years' service as of January 1<sup>st</sup> 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-one (21) years' service to the first day of January next following.
- f) An employee who has completed more than twenty-nine (29) years, but less than thirty (30) years' service as of January 1<sup>st</sup> 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 January next following.
- g) In addition to the annual vacations set forth above, an employee after completing 25 years' service shall in that year only receive an additional two weeks' vacation. For the purpose of clarity, upon completion of twenty-six years' service and thereafter the vacation shall be six (6) weeks as set forth above.

The said annual vacation must be taken in the period from the January 1<sup>st</sup> qualifying date to December 31<sup>st</sup> of the following year at a time suitable to the TPA, 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 TPA, not more than three (3) consecutive weeks may be taken at any one time. The TPA shall also be entitled to two (2) months' notice prior to the date of commencement 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 14(b) shall receive, as part of their vacation pay, the shift bonus provided for in Article 14(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 23(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 Workplace Safety & Insurance Board.

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

### **ARTICLE 17 - 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 18 - HEALTH AND WELFARE BENEFITS**

#### **a) Pension**

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

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

#### **b) Hospital and Medical Insurance**

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

A pay direct drug card with generic substitution and a \$10.00 dispensing fee cap will be made available to employees.

#### **c) Long Term Disability Insurance**

Employees below the age of sixty-five (65) shall participate in a Long Term Disability Insurance Policy with the TPA paying one hundred percent (100%) of the regular monthly premiums. The TPA agrees to continue its present practice with respect to contributions to the Policy covered by this sub-article on behalf of employees receiving payments under the Long Term Disability Insurance Policy.

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

d) Life Insurance

Employees will be provided with Group Life Insurance coverage equal to 2 times their annual salary as calculated at January 1<sup>st</sup> each year, rounded up to the next One Thousand dollars (\$1,000.00). The annual salary will be determined by multiplying the employee's earnings for a regular non-overtime work week (based on their rate of pay on January 1<sup>st</sup>) by 52 weeks. The TPA agrees to pay the full cost of the Group Life Insurance coverage. The TPA also agrees to continue its present practice with respect to making contributions for Life Insurance on behalf of employees receiving payments under the Long Term Disability Insurance Policy.

In addition to the Group Life Insurance Plan, employees will be provided with an additional Five Thousand dollars (\$5,000.00) in life insurance coverage, which may be self-insured by the TPA or may be provided through an insurance carrier, as determined by the TPA.

A Five Thousand dollar (\$5,000.00) paid up Life Insurance Policy will be provided to all retiring employees.

e) Employee Assistance Plan

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

- f) No contributions to any of the Plans or Policies covered by this Article shall be made by the TPA for an employee while he is absent from work on a lay-off or a leave of absence without pay.
- g) Effective January 1, 2003, an employee who receives the consent of the TPA to receive an unreduced early retirement pension will be eligible to receive the following benefits until the age of 65. The TPA will pay one hundred percent (100%) of the regular monthly premiums.
  - i) Hospital and Medical Insurance for Great West Life Insurance semi-private hospital care and the Great West Life Insurance Extended Health Care Plan and the Great West Life Insurance Dental Plan.
  - ii) A Five Thousand dollar (\$5,000) paid up life insurance policy will be provided to all retiring employees.

## **ARTICLE 19 - SAFETY**

The Union and the TPA shall co-operate in continuing to review and improve where required the safety measures now in effect.

A Joint Occupational Health and Safety Committee shall be established and composed of representatives appointed by TPA and the Union, and shall meet on a regular basis as determined by the committee, however not less than that required under the applicable safety and health legislation.

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

## **ARTICLE 20 - PROTECTIVE CLOTHING**

a) Protective clothing and footwear shall be supplied at the discretion of the TPA 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 all employees whose duties require them to work in an area where a life preserver is normally required by Labour Canada and/or Transport Canada. Personal Floatation Devices (PFD's) are to be used appropriate to the season.

At the discretion of the TPA, snowmobile type suits will be supplied to all employees who work outside on a regular basis.

b) Effective January 1, 2013, employees shall be reimbursed up to a maximum of two hundred dollars (\$200) per calendar year for the purchase of approved safety footwear. Effective as of the date of signing of the collective agreement and notwithstanding 9c7, students will be reimbursed for approved safety footwear as referred to above following twelve (12) months of active, cumulative service. The wearing of safety footwear shall be a condition of employment. Employees claiming reimbursement shall provide the TPA with a satisfactory proof of purchase.

## **ARTICLE 21 - LEAVE OF ABSENCE**

a) Compulsory Quarantine

Wages for time lost due to compulsory quarantine imposed as a result of the performance of duties for the TPA 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 TPA by employees elected or appointed to represent the Union at Union conventions or seminars. Such time shall not exceed a total of five (5) working days per calendar year.

c) Bereavement Leave

In the event of death of any employee's wife, husband, common-law spouse (as declared for TPA benefits), same-sex partner, child, step-child, parent, step-parent, brother or sister, step-brother or step-sister, such employees shall be granted a five (5) day leave of absence with pay.

In the event of death of any employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparent-in-law, grandparent, aunt, uncle, brother-in-law or sister-in-law, leave of absence with pay may be granted upon request. Such leave shall not be unreasonably denied.

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 TPA for the amount of the jury or witness fees they have received, exclusive of mileage or meal allowance.

e) General Leave

The TPA may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the TPA. No such leave request will be unreasonably denied.

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

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

h) Maternity Leave

The TPA shall continue to pay 100% of the premiums for Long-Term Disability, Survivor Benefits, Extended Health Care, Vision Care and Dental Care Insurance of an employee on Maternity Leave during the course of that leave.

i) Pregnancy/Parental Leave

Effective May 24, 2006, TPA shall pay in excess of any monies received from the government during the said leave based on a 17 week top-up up to 85% of the wages. The qualifying period is nine (9) months of continuous full-time service immediately prior to the date of the proposed leave.

j) Military Training Leave

Members of the Canadian reserve armed forces who have completed their probationary period may request a leave of absence of up to 10 working days for reserve training duties.

The request must be accompanied by a letter from the Commanding Officer outlining the dates of the duties and disbursement pay.

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

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

**ARTICLE 22 - EDUCATIONAL ASSISTANCE PLAN**

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

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

Approved courses are those, which are job-related and will have direct application to the employee's effectiveness in the job he 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 textbooks will be refunded to an employee who furnishes proof of successful completion of a course for which he or she has been approved.

Textbooks will then become the property of the TPA and be made available to other employees through the library.

To be eligible for aid the employee must first submit an application to the supervisor for approval and when this has been obtained, the application will be sent to the Human Resources Department 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 23 - PAYMENT OF WAGES**

### **a) Pay Days**

The TPA shall pay wages bi-weekly on Thursdays by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

### **b) Vacation Pay Bonus**

Employees will receive the vacation pay bonus referred to in Article 16, Section (a) by separate cheque payable on the last payday in May of each year.

### **c) Cover-Off Duty**

When there is an absence that requires substitution, the employee who performs the substitution shall be the senior qualified person in a lower-rated position within the work location.

Whenever 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.

However, 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) An employee whose employment with the TPA is terminated for reasons other than just cause is entitled to receive a severance allowance upon such termination, in accordance with the following terms.

An employee who is laid off under Article 10 of this Agreement, and agrees by notice in writing to give up their recall rights under Article 9(e)(4), will be entitled to two (2) weeks' pay for each year of completed service as of the date of lay-off, to a maximum of fifty two (52) weeks' pay. An employee who elects to be laid off rather than displace another employee under Article 10(c) will be entitled to severance pay.

Vacation pay earned up to the date of severance will be paid upon termination. Vacation pay will not be earned during the severance period.

The TPA will continue the employee's coverage under the Extended Health Care Plan, Dental Plan, and Employee Assistance Program in accordance with the provisions of the Collective Agreement. This coverage will remain in effect for the period equivalent in length to the number of weeks of severance pay to which the employee is entitled.

This severance pay is inclusive of any statutory entitlement to severance pay or termination pay that the employee would otherwise have been entitled to receive.

An employee who accepts severance pay in accordance with the terms of this Article shall on so doing terminate his seniority and employment relationship with the Toronto Port Authority and shall have no further rights under this Agreement, or under any other agreement between the parties, or under any federal or provincial legislation.

**ARTICLE 24 - 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 TPA shall merge, amalgamate or combine any of its operations or functions with another employer then the TPA agrees to endeavour to provide for the retention of seniority rights for all employees with the new employer 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 TPA.
- e) The TPA undertakes to use its best efforts to provide parking for employees at the lowest possible cost to the employee.
- f) The TPA shall provide to the employees so entitled a statement indicating amounts received from the Workplace Safety & Insurance Board during the year, not later than February 28th in each year.
- g) The TPA will provide notice boards in various locations on which the Union may post notices of meetings, posters or any other legitimate business related to the employees covered by the Agreement. All notices, other than notices of regular Union meetings, must be submitted by the Secretary or President of the Union to the Human Resources Officer or designate, for approval before being posted.
- h) Local 416 Hoisting Engineers are to operate the following pieces of equipment; Derrick T.H.C. 50; 300 Ton Crane Atlas; Gottwald Container Crane Prior to the purchase of any additional hoisting equipment, the operation of same will be discussed with Local 416.
- i) The TPA will continue its work on implementing an "Equal Pay for work of Equal Value" program.
- j) Employees who are supplied uniforms by the TPA must wear them at work.
- k) Mechanics shall be granted a Tool Allowance of up to Four Hundred dollars (\$400.00) in any one calendar year for the replacement of tools required by the TPA, which are broken or worn out on the job. This allowance may also be used for the purchase of new tools, required by the TPA, to maintain new equipment or to employ new techniques. Employees claiming reimbursement for broken or worn out tools shall provide the TPA with the broken or worn out tool, along with the receipt for the replacement tool, in order to be reimbursed.
- l) Employees working in skilled trades classifications shall be reimbursed for the renewal of necessary occupational trades licenses required in the performance of their duties. Employees claiming reimbursement under this clause shall provide the TPA with a copy of the license renewal and receipt for the license fee paid.

- m) Local 416 shall be entitled to one (1) representative on the Joint Pension Committee to represent the interests of the members of the salaried and hourly bargaining units. The above noted representative shall be chosen by Local 416.

#### **ARTICLE 25 - TECHNOLOGICAL CHANGE**

- (a) Prior to introducing new methods resulting from technological change which result in lay-off of employees who have completed their probationary period, the TPA will discuss the matter with the Union. In the event a dispute arises the parties may resort to the grievance procedure.
- (b) When employees within a classification require additional training to maintain the necessary skills required to perform the work within the classification as a result of the introduction of new technology or methods of operation by the TPA, the TPA will undertake to provide the necessary training for the affected employees.

**ARTICLE 26 - TERMINATION OF AGREEMENT**

This agreement is to become effective on the 21st of April, 2014, and to remain in full force and effect until the 31<sup>st</sup> day of December 2016. 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.

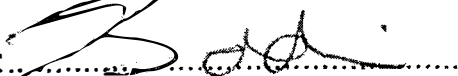
IN WITNESS WHEREOF The Toronto Port Authority has hereunto affixed its Corporate Seal under the hands of its proper officers duly authorized and the Toronto Civic Employees Union, Local 416, Canadian Union of Public Employees, under the hands and seals of their proper officers duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

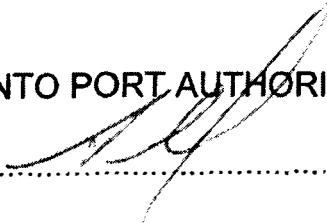
TORONTO CIVIC EMPLOYEES UNION, LOCAL 416  
CANADIAN UNION OF PUBLIC EMPLOYEES.

Per:   
Keith Fansett

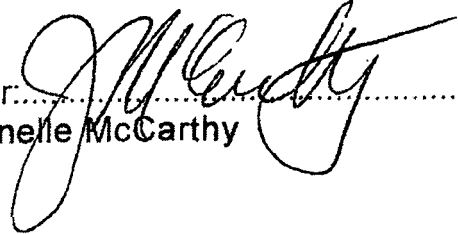
Per:.....  
Paul Wannamaker

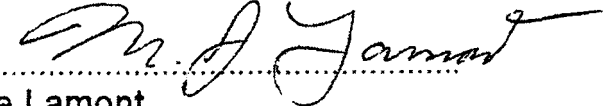
Per:   
Rocky Eddison

THE TORONTO PORT AUTHORITY

Per:   
Alan J. Paul

Per:   
Gene Cabral

Per:   
Janelle McCarthy

Per:   
Mike Lamont

## SCHEDULE "A"

Referred to in the attached Collective Bargaining Agreement between The Toronto Port Authority and The Toronto Civic Employees Union, Local 416, Canadian Union of Public Employees, agreed to as of April 21, 2014.

### POSITION CLASSIFICATIONS AND RATES OF PAY

Hourly Rates				
<u>WORKS DEPARTMENT</u>	01-Jan-13	01-Jan-14	01-Jan-15	01-Jan-16
Maintenance Foreman	41.86	42.70	43.66	44.75
*Electrician	38.42	39.19	40.07	41.07
Labour Foreman	39.23	40.02	40.92	41.94
*Survey Party Chief	37.62	38.37	39.23	40.21
*Marine Captain	37.08	37.82	38.67	39.64
Foreman	37.02	37.76	38.61	39.57
Hoisting Engineer	35.77	36.48	37.30	38.23
Sub-Foreman, Labour	32.25	32.90	33.64	34.48
Sub-Foreman, Welder	32.25	32.90	33.64	34.48
*Carpenter 1	31.83	32.46	33.19	34.02
*Mechanic	35.60	36.31	37.13	38.06
Instrument Man	31.66	32.30	33.02	33.85
*Mechanical Maintenance Person	33.24	33.91	34.67	35.54
*Welder	31.18	31.80	32.52	33.33
*Tractor Operator	30.87	31.49	32.20	33.00
Crane Front End Driver	30.47	31.08	31.78	32.58
*Marine Mate	31.80	32.43	33.16	33.99
Carpenter 2	29.75	30.35	31.03	31.81
Survey Crew	29.42	30.00	30.68	31.45
Boat Operator	29.25	29.84	30.51	31.27
Bridge Operator	27.81	28.36	29.00	29.73
Labourer/Deckhand	27.56	28.12	28.75	29.47
Labourer	26.47	26.99	27.60	28.29
Building Attendant	26.47	26.99	27.60	28.29

<b><u>BBTCA</u></b>	<b>01-Jan-013</b>	<b>01-Jan-14</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>
Foreman	39.23	40.02	40.92	41.94
1 <sup>st</sup> Class Firefighter	34.19	34.87	35.66	36.55
*Mechanic	35.60	36.31	37.13	38.06
Maintenance/1 <sup>st</sup> Class Aux. Firefighter	31.80	32.43	33.16	33.99
Maintenance Worker	28.43	29.00	29.65	30.39
Watchman/Cleaner	26.47	26.99	27.60	28.29
Building Attendant	26.47	26.99	27.60	28.29
*Marine Captain	37.08	37.82	38.67	39.64
*Marine Engineer 3rd Class	33.50	34.17	34.93	35.81
*Marine Mate *Marine Mate Relief	31.80	32.43	33.16	33.99
Deckhand Engineer	29.26	29.85	30.52	31.28
<b><u>OUTER HARBOUR MARINA</u></b>	<b>01-Jan-13</b>	<b>01-Jan-14</b>	<b>01-Jan-15</b>	<b>01-Jan-16</b>
Marina Supervisor	37.02	37.76	38.61	39.57
Marina Sub-Foreman	32.25	32.90	33.64	34.48
Marina Equipment Operator	27.81	28.36	29.00	29.73
Marina Labourer	26.47	26.99	27.60	28.29
Student Marina Attendant	14.00	14.00	14.00	14.00

Note: A full-time permanent employee hired following April 21, 2014 shall be paid a starting rate of 85% of the Schedule "A" rate until the employee has been actively employed with the TPA for twelve (12) consecutive months. After twelve (12) consecutive months of active employment, the employee shall be paid the full Schedule "A" rate.

The parties agree that this clarity note shall not apply to skilled trades employees (\*), who shall receive 100% of the Schedule "A" rate upon hire.

Note: There will be no grievances about any of the classifications during the life of the collective agreement unless it is alleged that there has been a significant exchange to duties and responsibilities.

**OBNOXIOUS CARGO**

An additional one dollar (\$1.00) 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.

**REFRIGERATOR COMPARTMENT**

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" – Sick Leave**

Referred to in the attached Collective Bargaining Agreement between The Toronto Port Authority and The Toronto Civic Employees Union, Local 416, Canadian Union of Public Employees, agreed to as of April 21, 2014.

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	60 days at full pay and during each year of employment thereafter

2. Employees who are absent for periods, which extend beyond the first of the calendar year, will not be credited with sick leave until their return to work. On return to work an employee's sick leave entitlement will be pro-rated for the balance of the year based on his seniority date.
3. If an employee's sick leave entitlement as provided in Paragraph 1 herein becomes exhausted when absent with a continuing illness, then upon production of a doctor's certificate or certificates acceptable to the TPA's medical consultants and providing the employee has been absent for six continuous working days, the TPA will provide payments equivalent to 70% of the employee's regular basic weekly wage for a period of time up to and including the employee's 60th day of absence from work due to such continuing illness.
4. Employees who are entitled to receive payment through the Workplace Safety & Insurance Board concerning an injury suffered while in the TPA's employ will be docked one-quarter (1/4) of a day sick leave entitlement for each day that sick leave credits are used to supplement Workplace Safety & Insurance Board payments.

5. Employees shall assist the TPA at the TPA's request, to recover wages paid under circumstances where a third party may be liable for damages to the employee for actions causing such employees' lost time from work.
6. Absence of three (3) days or more require a doctor's certificate if asked for by the TPA and in any event will be required after the 14th day. An employee who has been absent for five (5) or more days due to separate illness in any calendar year of either one or two days duration each shall be required to produce a doctor's certificate for any subsequent illness in that year. If this occurs in two consecutive years then the employee will be required to have a medical examination to determine his fitness.
7. A Labour/Management Committee shall be formed for the purpose of reviewing problems surrounding the utilization of sick leave and to interview employees who are in receipt of a letter under clause 6 above.
8. If an employee in receipt of sick pay benefits is absent for reasons other than his legitimate sickness or injury he will be subject to discharge.
9. 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.
10. Employees who have perfect attendance in a calendar year will be awarded a Personal Day in the following year.



## LETTER OF UNDERSTANDING REGARDING VACATION TRANSITION

### Vacation Grid (Grandfather)

Employees who were members of the bargaining unit on April 21, 2014 shall not suffer any loss in vacation entitlement as a result of the amendments to Article 16 agreed upon in the 2013-2016 collective agreement.

### Vacation Stub Year

The parties agree on the following transitional provision to govern vacation entitlement for the period commencing May 1, 2014 and concluding December 1, 2015 (the "Transition Period").

The period commencing May 1, 2014 and ending December 31, 2014 (the "Stub Period") shall constitute a stand-alone vacation year during which employees may use their annual vacation entitlement which became available to them on May 1, 2014 pursuant to Article 16. Employees shall be permitted to carry over no greater than one-third ( $1/3^{\text{rd}}$ ) of their unused vacation entitlement from the Stub Period into the vacation year commencing January 1, 2015 and concluding December 31, 2015 (the "Transition Year").

Until January 1, 2015, Article 16 shall apply such that all references to "January" shall be changed to "May".

In addition to any unused vacation entitlement from the Stub Period which is carried over, employees shall receive annual vacation with pay at the commencement of the Transition Year at a rate equal to two-thirds ( $2/3$ ) of what they would have otherwise be entitled to under Article 16. All other aspects of Article 16 to apply without modification during the Transition Year.

Following the Transition Year, Article 16 shall apply as herein amended, but without any additional modification.

### Vacation Pay Bonus

A permanent full-time employee hired following April 21, 2014 shall receive the Vacation Pay Bonus (Article 23(b)) identified in Article 16(a) in his or her first year of employment, but shall not receive the Vacation Pay Bonus in any subsequent year of employment with the TPA.

The TPA agrees that it will continue its current practice with respect to current employees as of April 21, 2014.

## **LETTER OF UNDERSTANDING REGARDING AIRPORT FERRY CREW SCHEDULE**

1. Further to the Letter of Understanding Regarding BBTCA-1 Ferry Crew Schedule forming part of the Memorandum of Settlement dated December 3, 2008; and further to the changes in crewing for the Airport Ferry as required by Transport Canada; the Employer has added three additional crew personnel classified as Marine Mate (Relief) as listed in Schedule A of the collective agreement, one each to the three existing crews on the "6 and 3" shift. This will bring the total complement on each crew to:

Marine Captain – 1

Marine Mate – 2

Deckhand Engineer – 1

Marine Mate (Relief) – 1

2. The shifts will be structured so that the existing crew will form the base crew of four, that being Marine Captain, two Marine Mates and Deckhand Engineer. Marine Mate (Relief) will supplement the base crew, providing cover to all four base crew members for lunches and coffee breaks.

3. The shifts for the ferry for the aforementioned base crew will be as follows:

Days: 5:00 a.m. to 2:15 p.m.

Afternoons: 2:15 p.m. to 12:30 a.m.

The normal shifts for the Marine Mate (Relief) will be as follows:

Days: 5:00 a.m. to 1:30 p.m.

Afternoons: 2:15 p.m. to 10:45 p.m.

\*An extension of the Marine Mate (Relief) shift times will only occur if required to backfill one of the base crew members.

4. The Employer agrees to grant the ferry crew employees a second break of 15 minutes in duration.
5. It is agreed and understood that the ferry crew employees shall be paid time and one half for all hours worked over eight hours
6. In the situation where the Marine Captain does not work overtime, seniority shall determine which Marine Mate on shift will be Marine Captain.
7. In the event of an absence of a ferry crew member, the Employer will provide cover-off as per the collective agreement

8. This Letter of Understanding is subject to the grievance and arbitration provisions outlined in the collective agreement.
9. In the event that either party should wish to seek further changes to the ferry shift, the parties agree to meet and discuss alternative shift arrangements, including but not limited to a 4/10 compressed work week. There shall be no further changes to this LOU without the agreement of both parties.
10. This Letter of Understanding remains in effect until such time as either party gives 60 days' notice of intent to terminate this ferry shift agreement. During the 60 day notice period, the terms of the LOU shall continue to apply. Once termination comes into effect, the language under Article 14 c) "the 6 and 3 shift" will apply.

## **LETTER OF UNDERSTANDING (Contracting Out)**

It is understood that the Toronto Port Authority has the right to contract out provided that regular employees who have completed their probationary period will not be laid off as a direct result of the contracting out of any work within a classification covered by the collective agreement and which could be performed by said employees.

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

In the event a regular employee who has completed his probationary period is on lay-off due to a seasonal reduction in the workforce, and work of a short-term nature is required for five (5) days or less, the employee may be used for the duration of the short-term assignment if qualified to perform the required work. In such cases, (five days or less) the employee shall not be entitled to reinstatement of benefits. When the short-term assignment is completed, the employee will immediately return to lay-off status without extending his recall rights and without any further notice being required. In the event such an employee cannot be contacted when work of a short-term nature is required, the TPA may take whatever steps are required to ensure the short-term work assignment is completed in a prompt manner.

The TPA will not contract out work that directly causes attrition to the bargaining unit.

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

It is understood and agreed by the parties that this Letter of Understanding will expire for all purposes on December 31<sup>st</sup>, 2016.

Based on the employer's assurance that welders will not be laid off as a result of the employer requiring a certified welder from a certified shop, the union accepts status quo on letter.

## LETTER OF AGREEMENT

The Toronto Port Authority agrees that as a result of the termination of the Ferry Service, no member of the Ferry Operation (Marine Captain, Marine Mate, Deckhand Engineer and Marine Engineer) shall have their employment terminated.

This letter of agreement only applies to the existing complement of the Ferry Operation Staff, as of October 3, 2002. Any new employee hired by the Ferry Operation after October 3, 2002 shall not be covered by the provisions of this letter but shall be covered by all other provisions of the collective agreement.

No other permanent employee shall be displaced due to the reassignment of a member of the Ferry Operation.

Any training required by an employee to perform the duties of the position shall be provided for by the TPA. All time an employee spends in training shall be considered time worked.

If a permanent employee is displaced and is placed in a position for which a lower wage rate is applicable, the employee shall continue to receive the rate they were receiving prior to such re-assignment, including any negotiated wage increase(s) for the forty-two (42) month period immediately following the effective date of their re-assignment. Following the expiry of the forty-two (42) month period such employee will then receive the rate applicable to their new position.

The employer agrees to meet with the union and any affected employee in advance of any reassignment in order to discuss the most appropriate assignment for the employee given his or her education, training and experience. The employer retains the right to assign.

This letter shall form part of the collective agreement and be enforceable through the grievance and arbitration procedure.

Dated at Toronto this 11<sup>th</sup> day of November, 2002.

The parties hereby agree that the following employees are the current incumbents that are referred to in the 1<sup>st</sup> and 2<sup>nd</sup> Paragraphs of the attached Letter of Agreement:

Marine Captain

- Tom Hynek
- Cy Celik
- Dave Munns

Marine Mate

- Jack Smith
- Gary Schmidt
- John Jones
- Mark Cole
- Keith Fansett

Deckhand Engineer

- Tom Zomada
- Bob Maciek
- John Jurica

Marine Engineer

- Len Stolk

## LETTER OF UNDERSTANDING — Pension Plan

The parties agree to the following objectives:

- (i) the affairs of the Plan are managed professionally, cost effectively and in compliance with all applicable policies and legislation; and,
- (ii) contribute to the financial strength of the Plan to preserve capital and positively impact the cost of providing pensions;
- (iii) meet the obligations of Pension Plan benefits to employees and their beneficiaries;
- (iv) provide both a benefit accrual formula (for active members) and pensions in pay (for retirees) that are, subject to affordability, regularly updated.

**As a reflection of these shared objectives, the parties agree as follows:**

1. Within 60 days of ratification of this collective agreement, the employer will obtain a new actuarial valuation report as at an effective filing date of July 1, 2008.
2. Provided the new actuarial report demonstrates the existence of a solvency surplus, but not an excess surplus on a going concern basis, said actuarial report shall be filed.
3. Immediately upon OSFI's acceptance of the new actuarial valuation report, the TPA will re-commence employer contributions (provided such contributions would be permissible under *Income Tax Act*) retroactive to the new filing date. The TPA's contributions from that date will, for the life of the collective agreement, be no less than 5% of "Earnings" as defined in the Plan (provided such contributions would be permissible under the *Income Tax Act*).
4. The TPA will also pay to the plan contributions that are, in the aggregate, equivalent to the plan member contributions paid over the period from October 1, 2007 to the effective new filing date, as quickly as permissible under the *Income Tax Act*, in accordance with the advice of the plan actuary.
5. Following the implementation of the foregoing, should the TPA's contributions not fully cover the TPA's "normal actuarial cost", the employer contribution rate shall, during the life of this collective agreement, be increased by 1% of "Earnings" as defined in the Plan each year thereafter, on each annual anniversary date following the date of the filing of the new actuarial report (provided such contributions would be permissible under the *Income Tax Act*), and provided that the employer is not thereby required to contribute more than the full rate of the employer normal actuarial cost.

6. The TPA shall not, during the life of this collective agreement, take a contribution holiday when the solvency surplus is below 105% (provided doing so would be permissible under the Income Tax Act), exclusive of the partial contribution holiday provided for under number 5.
7. During the life of this collective agreement, no reductions to pension benefits or changes to plan member contributions shall be permitted without the written consent of the Union, unless such modification or amendment is necessary or appropriate in order to enable the Plan to continue to qualify for registration as a pension plan under the Pension Benefit Standards Act or Income Tax Act (Canada), as from time to time amended.
8. If, during the life of this collective agreement, the TPA files a new actuarial valuation report that discloses a solvency deficit and the TPA elects to extend its solvency funding payment schedule in accordance with the requirements of applicable legislation, the Union hereby consents to such extension of the solvency funding payment schedule to a maximum of ten years and will, if requested by the TPA, confirm such consent in such form and in such manner as contemplated by such applicable legislation.
9. This LOU forms part of the collective agreement, and any breach of the terms of this LOU shall be enforceable under the collective agreement.

**LETTER OF UNDERSTANDING REGARDING STATUTORY HOLIDAY BANK  
DEPLETION**

Employees with accrued but unused statutory holidays as of April 21, 2014 shall have them depleted and paid out in accordance with the following schedule:

December 31, 2013 ..... 25% of Statutory Holiday Bank at April 21, 2014 (paid at 7.5 hours per accrued holiday, at 2013 wage rate)

December 31, 2014 ..... 25% of Statutory Holiday Bank at April 21, 2014 (paid at 7.5 hours per accrued holiday, at 2014 wage rate)

December 31, 2015 ..... 25% of Statutory Holiday Bank at April 21, 2014 (paid at 7.5 hours per accrued holiday, at 2015 wage rate)

December 31, 2016 ..... 25% of Statutory Holiday Bank at April 21, 2014 (paid at 7.5 hours per accrued holiday, at 2016 wage rate)



## **LETTER OF UNDERSTANDING REGARDING ADDITIONAL FLOATER DAY**

On the third Monday in the month of February of each year, the Employer shall recognize a modified Floater Holiday in accordance with the conditions set out below.

1. Employees who are not required to work shall receive a day off at regular pay.
2. Employees who are required to work shall work at their regular rate and receive an additional 7.5 hours of pay on the following pay day.
3. Employees who are not scheduled to work shall maintain their regular day off, and receive an additional 7.5 hours of pay on the following pay day.
4. For clarity, no lieu time or days shall accrue, and paid holiday overtime rates shall not apply to the recognition of the modified Floater Holiday in accordance with this letter.

## LETTER OF UNDERSTANDING REGARDING FIRE CREW

*The following is not applicable to employees in the classifications of Firefighter or Auxiliary Firefighter as of April 21, 2014.*

*It is agreed and understood that Auxiliary Firefighters will be given preference over external candidates in filling Firefighter vacancies.*

### Firefighters

The parties agree that the Firefighter classification which appears at Schedule "A" of the Collective Agreement shall be renamed "1<sup>st</sup> Class Firefighter" and the wage rate for the "1<sup>st</sup> Class Firefighter" classification shall be achieved in accordance with the table below:

<b>Service*</b>	<b>Position**</b>	<b>Pay Rate***</b>
0-12 months completed (progression to 3 <sup>rd</sup> Class Subject to Successful Completion of all Training)	Firefighter Trainee	85% of 1 <sup>st</sup> Class Firefighter
13-24 months completed (progression to 2 <sup>nd</sup> Class based solely on Completion of 24 months of service)	3 <sup>rd</sup> Class Firefighter	90% of 1 <sup>st</sup> Class Firefighter
25 to 35 months completed (progression to 1 <sup>st</sup> Class based solely on Completion of 35 months of service)	2 <sup>nd</sup> Class Firefighter	95% of 1 <sup>st</sup> Class Firefighter
36 months completed	1 <sup>st</sup> Class Firefighter	Full 1 <sup>st</sup> Class Firefighter rate

\* A firefighter must be actively employed for each completed month in order to progress

\*\* An employee who possesses the necessary skills upon hire shall advance to the 3<sup>rd</sup> Class Firefighter upon obtaining and performing site specific qualifications. A 6 month probationary period will apply to new employees.

\*\*\* If an employee's rate of pay, immediately prior to entering the classification of Firefighter, is higher than their entitlement as a Firefighter, their former rate of pay will be maintained until such time as their entitlement as a Firefighter exceeds it at which time they will be paid in accordance with the table above. During this time, economic increases will not be applied to the rate of pay in their former classification.

## Auxiliary Firefighters

The parties agree that the Auxiliary Firefighter classification which appears at Schedule "A" of the Collective Agreement shall be renamed "1<sup>st</sup> Class Auxiliary Firefighter" and the wage rate for the "1<sup>st</sup> Class Auxiliary Firefighter" classification shall be achieved in accordance with the following chart:

<b>Service*</b>	<b>Position**</b>	<b>Pay Rate</b>
0-12 months completed (progression to 3 <sup>rd</sup> Class Subject to Successful Completion of all Training)	Auxiliary Firefighter Trainee	85% of 1 <sup>st</sup> Class Auxiliary Firefighter
13-24 months completed (progression to 2 <sup>nd</sup> Class based solely on Completion of 24 months of service)	3 <sup>rd</sup> Class Auxiliary Firefighter	90% of 1 <sup>st</sup> Class Auxiliary Firefighter
25 to 35 months completed (progression to 1 <sup>st</sup> Class based solely on Completion of 35 months of service)	2 <sup>nd</sup> Class Auxiliary Firefighter	95% of 1 <sup>st</sup> Class Auxiliary Firefighter
36 months completed	1 <sup>st</sup> Class Auxiliary Firefighter	Full 1 <sup>st</sup> Class Auxiliary Firefighter rate

\* A firefighter must be actively employed for each completed month in order to progress

\*\* An employee who possesses the necessary skills upon hire shall advance to the 3<sup>rd</sup> Class Auxiliary Firefighter upon obtaining and performing site specific qualifications. A 6 month probationary period will apply to new employees.

### 1. Period of Assessment

1. The purpose of the Period of Assessment is for the TPA to assess a candidate's technical skills, ability, professionalism and ability to become fully integrated within the BBTCA Fire Department.
2. All new hires to the BBTCA Fire Department will be subject to a probationary period for the first six (6) months of employment within the BBTCA fire department. Candidates who have transferred from within the TPA will be subject to a six (6) month assessment period.
3. The employment of Firefighters Trainees may be terminated at any time during the period of six (6) months, without recourse to the grievance procedure. Without limiting the generality of the foregoing, the failure to successfully complete a career course designated by the TPA may result in discharge. Candidates who have transferred from within the TPA may be returned to his former position within six (6) months, at the sole and exclusive discretion of the TPA, and he shall resume his

former rate of pay, without loss of seniority, and all other employees affected shall be returned to their former position in like fashion.

4. The Fire Chief and/or his designate shall conduct a periodic assessment of each candidate. The assessment will be conducted at the following intervals:
  - o Following the completion of the fifth (5<sup>th</sup>) month of employment
  - o Following the completion of the tenth (10<sup>th</sup>) month of employment
  - o Following the completion of the twenty-first (21<sup>st</sup>) month of employment
  - o Following the completion of the thirty-fourth (34<sup>th</sup>) of employment
5. In the event a candidate receives an unsatisfactory assessment, or at any time the Fire Chief deems necessary, the Fire Chief may convene a Board of Review to conduct a review. The Board of Review shall be comprised of the Fire Chief, the TPA's Human Resources Manager (or designate) and a TPA designated appointee. The Employee shall be represented by the Union.
6. The Board of Review shall have the authority recommend that the candidate be directed to successfully complete additional or repeat training. The Board of Review may also recommend that a candidate be discharged where it sees fit to do so.
7. Upon termination or resignation from the BBTCA Fire Department within the Period of Assessment, any individual with seniority will be permitted to return to his or her former position.

## **2. Training**

1. The parties share an interest in providing training opportunities to firefighters employed by the TPA. Accordingly, training will be provided during normal working hours. If training is scheduled on the Employee's day off he will be compensated in accordance with the Collective Agreement.
2. Firefighters shall make best efforts to attend all scheduled training.

### **Meal Periods**

It is agreed and understood that notwithstanding the provisions of Article 13 of the Collective Agreement the following terms and conditions will apply with respect to meal periods for Firefighters of the BBTCA Fire Department.

1. Firefighters shall continue to be afforded a 30 minute meal period during each working day.
2. Meal periods will commence no earlier than the beginning of the 3rd and a half hour of work and conclude no later than the conclusion of the 6<sup>th</sup> hour of work i.e. an employee working from 6:15am to 2:45pm will have a meal period, that commences and concludes, between 9:45am and 12:45pm.
3. Should a Firefighter enjoy a continuous thirty minute period in which he is entirely free from work in the meal period window, the meal period requirement will be satisfied.
4. Meal periods will be unpaid.
5. Firefighters shall be available and will be expected to respond to any emergencies that arise.
6. Firefighters must remain at the airport (airport side) for the duration of their meal period.

The parties further agree that should any individual firefighter, or group of firefighters, individually, or collectively, not be afforded a meal period as a result of employer directed requirements or emergency response, the TPA will be immediately notified. Should there be two or more incidents in any 3 week period this Letter of Understanding will be deemed void and the Employer will have 2 options:

1. Revert back to the language contained in Article 13 of the Collective Agreement or;
2. Pay all Firefighters for their meal period, on every working day, at a rate of time and one half.

Finally, the parties agree that the terms, and contents, of this Letter of Understanding may only be changed by mutual consent of the parties.

## **LETTER OF UNDERSTANDING REGARDING BBTCA PEDESTRIAN TUNNEL**

The "Defined Period" shall mean a period ending at the earlier of eighteen (18) months from the opening of the BBTCA Pedestrian Tunnel (the "Tunnel") or April 1, 2016.

Notwithstanding the terms of the *Letter of Understanding – Contracting Out*, where - during the Defined Period - the Employer seeks to reduce staff in the Ferry Crew or Building Attendant classifications relating to the opening or ongoing operation of the Tunnel, the Employer shall be permitted, and restricted, to eliminate up to 6 positions.

Of the six (6) positions mentioned in paragraph 2, the Employer shall be permitted to contract out positions in the building attendant classification provided that no more than three (3) positions are impacted. Should the Employer choose to contract out said three (3) positions they may remain contracted out after the conclusion of the Defined Period but beyond the Defined Period any additional contracting out must be in accordance with the *Letter of Understanding – Contracting Out*.

Where the Employer chooses to contract out in accordance with paragraph 3, it will effect said layoffs by first offering Voluntary Severance Packages ("VSP") throughout the Hourly bargaining unit. The number of VSPs offered will be equal to the number of proposed contracted out positions in an effort to reduce the Hourly bargaining unit size through attrition, and not through permanent or temporary layoff(s).

An employee who accepts a VSP shall receive three (3) weeks regular pay, defined as 37.5 hours per week at Schedule "A" rate, for each completed year of service as of the date of notification of acceptance, to a maximum of twenty-six (26) weeks' pay, paid by salary continuance and less any required statutory deductions. It is understood that the VSP amount shall be deemed to be inclusive of any statutory or collective agreement entitlement to severance pay or termination pay that the employee may otherwise be entitled to receive. Within thirty (30) days of notification of acceptance of the VSP, but subject to operational requirements, the employee shall give up his recall rights under Article 9(e)(4) of the Collective Agreement, terminate his seniority and employment relationship with the Toronto Port Authority and shall have no further rights under this Agreement, or under any other agreement between the parties, or under any federal or provincial legislation.

In the event that the Employer is unable to create sufficient vacancies, by offering VSPs, in equal number to the contracted out positions, the Employer shall be permitted to effect layoffs, in accordance with Article 10 of the Collective Agreement, in accordance with the terms of this Letter of Understanding. Employees laid off pursuant to this Letter will remain laid off, or be recalled, in accordance with Article 10 of the Collective agreement, at the conclusion of the Defined Period. It is expressly understood and agreed that any displaced employee who does not possess the required qualifications to fill a vacancy created by the acceptance of a VSP, or who refuses or is unable to fill a position following the offering of a VSP, may be subject to layoff in accordance with Article 10 of the Collective Agreement.

The Parties agree to cooperatively explore opportunities to utilize the provisions of Article 22 in an effort to prevent actual layoffs. However, nothing in this Letter shall be construed as modifying the process provided for in Article 22.

At the conclusion of the Defined Period all terms of the Collective Agreement, amended by this letter, shall again carry their full force and effect and, except where expressly allowed in this letter, all terms of this letter will cease to be in force.

Notwithstanding the above, should there be a material reduction in airport operations including, but not limited to, the cessation of major commercial air-travel activities at the BBTCA, or in the event it otherwise becomes no longer commercially viable to operate the Ferry, the TPA shall have the right to alter ferry operations, and the parties shall meet to discuss the impact on the bargaining unit.