

**TORONTO CIVIC EMPLOYEES' UNION  
LOCAL 416, CUPE**

**AND**

**THE TORONTO PARKING AUTHORITY**

***FULL-TIME***

***COLLECTIVE AGREEMENT***

**APRIL 1, 2013-MARCH 31, 2017**

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THIS AGREEMENT made as of the 1st day of APRIL 2013.

B E T W E E N:

TORONTO PARKING AUTHORITY  
(hereinafter called the "Authority")

OF THE FIRST PART:

- and -

TORONTO CIVIC EMPLOYEES UNION  
LOCAL 416, CUPE  
(hereinafter called "Local 416")

OF THE SECOND PART

WHEREAS the Local 416 has been certified as the collective bargaining agency to represent for collective bargaining purposes all employees of the employer hereinafter described.

"All employees of the Parking Authority SAVE AND EXCEPT, Supervisors, Field Auditors, persons above the rank of Supervisor or Field Auditor, Students, office staff and persons regularly employed for not more than twenty-four (24) hours per week".

NOW THEREFORE this agreement witnesseth that in consideration of the premises and the mutual covenants herein contained the parties hereto hereby mutually covenant and agree as follows:



## **ARTICLE 1 - RECOGNITION**

- 1.1 The Authority recognizes Local 416 as the sole bargaining agent for all employees save and except Supervisors, Field Auditors, persons above the rank of Supervisor or Field Auditor, Students, office staff and persons regularly employed for not more than twenty-four (24) hours per week as defined in the certificate.
- 1.2 In this agreement the word "employee" means a person hired by Toronto Parking Authority for a position which comes within the bargaining unit described in the preamble and who is on the active payroll of Toronto Parking Authority and receiving thereby wages.

## **ARTICLE 2 – LOCAL 416 MEMBERSHIP**

- 2.1 The Authority will only retain in its employ members in good standing. Local 416 shall be the sole judge of the good standing of its members and any employee who shall hereafter cease to be member in good standing shall, on prior notice to the Authority, be discharged immediately, subject to the terms of the following paragraph.
- 2.2
  - i) The Authority and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee of the Authority in the matter of 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;
  - ii) In this article, the term “handicap” as provided in clause 2.2 (i) shall be defined in the Ontario Human Rights Code R.S.O., 1990 as amended;
  - iii) The prohibition within clause 2.2 with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their position by reason of handicap;
  - iv) 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.
- 2.3 The Authority agrees to deduct union dues from each employee from the first pay after commencing employment. All monies to be transmitted in the total amount to the Secretary Treasurer of Local 416 by the end of the month in which deductions are made.
- 2.4 New employees shall become members of Local 416 immediately on commencement of employment.
- 2.5 A list of all employees who have attained seniority status as of the date of and for the purpose of this Agreement and in particular clauses 2.3 and 2.4 of this Article shall be prepared and agreed upon by the parties contemporaneously with the execution of this Agreement.

- 2.6 Immediately upon appointment the names of accredited representatives shall be submitted in writing by Local 416 to the Authority within seventy-two (72) hours of such appointment.
- 2.7 The Authority agrees it will not, either directly or through any person acting on its behalf discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 416.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.1 Local 416 acknowledges that it is the exclusive function of the Authority to:
- (i) Maintain order, discipline and efficiency.
  - (ii) Hire, direct, transfer, or promote employees and discharge, suspend or otherwise discipline employees for just cause.
  - (iii) Generally, to manage the operations and undertakings of the Authority, and without restricting the generality of the foregoing, to select and install and require the operation of any equipment, plant or machinery which the Authority in its sole discretion deems necessary for the efficient and economical operations under its control.
- 3.2 The Authority agrees that it will not exercise the above functions in a manner which violates the terms of this agreement, and that any claim by a seniority employee covered by this agreement that the Authority has exercised its rights in an arbitrary or discriminatory manner or has exercised disciplinary action without cause may be the subject of a grievance in accordance with the procedure outlined herein.

### **ARTICLE 4 - SENIORITY**

- 4.1 An employee will be considered probationary for the first six months' continuous service and will have no seniority rights during that period under this Collective Agreement other than the wage rate set out in Article 6. After six months' continuous service, his seniority shall date back to the date on which his employment began. A successful part-time/student applicant, hired into a full-time entry level position will serve a three month probationary period.
- 4.2 (a) Seniority shall be based upon the continuous service of each employee with the Authority. Whenever a vacancy occurs whether it be of a permanent nature or a temporary nature, the employee with the most seniority who is qualified shall be given the first opportunity to do the job.
- (b) Whenever an entry level position posted to Part Time Student Bargaining Unit, and there is no applicant from the Full Time Bargaining Unit, the Part Time Student Employee with the most seniority, who is qualified, shall be given the first opportunity to do the job.
- 4.3 Each employee who has completed the required probationary period of service with the Authority shall be established on the seniority list and shall be entitled to all privileges as

embodied in this Agreement, provided such probationary period shall not exceed six months' continuous service. During the probationary period, each new employee shall not have recourse to the grievance procedure with regard to any disciplinary action including discharge taken by the Authority unless such discharge was taken on arbitrary or discriminatory grounds or in bad faith.

- 4.4 Seniority shall date back from the first day of employment. Entry into the Short Term Disability Plan, the Drug Plan and entitlement to other benefits contained in the Agreement will commence on the first day of the month following attaining seniority status, provided that where an employee attains seniority status on the first day of the month, that month will be considered as the first month for entitlement therein.
- 4.5 Seniority list will be revised each three months and a copy given to Local 416.
- 4.6 The last employee in any classification hired, shall in the case of a layoff, be the first laid off and the last employee laid off shall be the first rehired, provided that any employee who might be laid off as aforesaid, may step down to a lower classification and then the employee in such lower classification who has the least seniority shall be the employee who is laid off in his classification.
- 4.7 Each employee shall have access to his personal file upon request once each calendar year providing 24 hours notice is given to the Director of Human Resources.
- 4.8 Employees, at any time, may make a written request for a change of work location, shift, or classification. Such requests will be directed to the Vice President of Operations or his designee. The Authority will endeavour to accommodate these requests giving consideration to the employee's seniority and the efficiency of its operations. Receipt of such requests will be acknowledged by the Authority and retained in the employee's file for a period of 6 months from the date of receipt.

#### **ARTICLE 5 - CLASSIFICATION**

- 5.1 The Authority further covenants and agrees to cause to be made a further list of employees classifying each employee in order of seniority in each classification according to the type of work to be performed in relation to the various pay rates as provided hereunder, a copy of such list will be sent to Local 416. The classifications are listed in appendix A of the collective agreement.
- 5.2 Advancement within the Attendant 3, 2, and 1 grades will be based on service as set out in Schedule A.
- 5.3 The Authority guarantees to maintain a minimum of six (6) Maintenance Grade 1 and seven (7) Maintenance Grade 2.

If no employees qualify to perform any maintenance job, the Authority agrees to advertise the vacancy on the City of Toronto intranet for Local 416 candidates prior to recruiting elsewhere.

- 5.4 Any employee may apply for reclassification into a lower category at any time, for justifiable reasons.



## **ARTICLE 6 - WAGES**

6.1 Wage rates shall be as set out in Schedule "A" attached hereto and forming part of this Agreement. Wages will be paid bi-weekly by direct deposit. All employees will be required to provide the Authority with the information necessary for the direct deposits to be made.

6.2 Whenever an employee is required to drive an Authority truck in the course of his duties for the Authority, he shall in addition to his normal wage rate be paid seventy-three (73) cents per hour for each hour of the shift in which he is responsible for the vehicle. Effective April 1, 2013 this driving bonus rate adjustment will be made annually based on the negotiated wage percentage increase or decrease. The driving bonus rate is retroactive to April 1, 2013.

The driving bonus rate effective April 1, 2013 is 0.73

The driving bonus rate effective April 1, 2014 is 0.74

The driving bonus rate effective April 1, 2015 is 0.75

The driving bonus rate effective April 1, 2016 is 0.76

6.3 Where such truck is either the tank truck or a combination stake and dump truck, the employee will be paid one dollar (\$1.00) per hour in addition to his normal wage rate, instead of the above mentioned seventy-three (73) cents per hour figure. Effective April 1, 2013 this driving bonus rate adjustment will be made annually based on the negotiated wage percentage increase or decrease. The driving bonus is retroactive to April 1, 2013.

The driving bonus rate effective April 1, 2013 is 1.00

The driving bonus rate effective April 1, 2014 is 1.01

The driving bonus rate effective April 1, 2015 is 1.03

The driving bonus rate effective April 1, 2016 is 1.05

6.4 **MILEAGE** – Parking Enforcement Officers will be reimbursed 0.52 cents per Kilometre allowance or such other amount as prescribed by the Canada Revenue Agency.

6.5 **INSURANCE** – Parking Enforcement Officers will be reimbursed 50% of annual insurance premium as quoted by the Toronto Parking Authority's insurance broker. Parking Enforcement officers will:

- a) Submit a copy of their current insurance policy with the following coverage:
  - business use for more than 9,000 Km per year

- \$2,000,000 third party liability
  - b) Sign a “Bond of Indemnity, Release of Liability” and
  - c) Must notify the Toronto Parking Authority of any change of vehicle or insurance policy.
  - d) No employee who uses their own personal vehicle for work shall suffer any loss of pay in the event of vehicle break down while on duty.
- 6.6 Should there be an error in an employee’s pay equivalent to eight (8) hours or greater, the Employer shall pay the amount to the employee within three (3) working days of the error being reported.

## **ARTICLE 7 - PROMOTION**

- 7.1 Where a vacancy occurs in Maintenance 1, 2 (including M2 Technical) or 3 (days or Nights) Attendant, Parking Enforcement Officer, Monitoring Station Attendant or Journeyman Electrician, or where a new job is established a call sheet shall be posted. The method of posting shall be by payroll insert and shall be the next payroll insert following such vacancy. A copy shall be sent to the Recording Secretary of Local 416.

A candidate for the position posted shall make written application for the vacancy on forms provided by the Authority within the time limits provided.

All call sheets shall include: call number, duties, wage rate, qualifications required and time limit for applying.

Candidates for Maintenance 1 or 2 (including M2 Technical), Monitoring Station Attendant, Parking Enforcement Officer or Journeyman Electrician vacancies or new bargaining unit positions shall be considered on the basis of the following: oral and practical testing, and job appraisals, provided that no job appraisal that is more than two (2) years old shall be used to evaluate a candidate. The top placed candidate will fill the vacancy or new bargaining unit position. All things being equal, seniority shall be the governing factor in the selection of the successful candidate.

Candidates for Attendant or Maintenance 3 (Day or Night) positions shall be considered on the basis of seniority, provided they are qualified to do the work. The most senior qualified candidate shall have the first opportunity to perform the job.

The Authority shall endeavour to place the successful applicant in the vacancy within six (6) weeks from the closing date as specified on the call sheet.

Candidates will be notified of the results via payroll inserts.

No temporary position within the Bargaining Unit will exceed six (6) consecutive months in duration unless it is a temporary position to replace a full-time employee who has rights over the position, or the parties agree otherwise.

In the event that any temporary position **other than one covered by the previous paragraph** exceeds six (6) months, the Authority will either repost the position as a permanent vacancy or will terminate the position.

All promotions shall be subject to a four (4) month assessment period for the Authority to assess the Employee's suitability for the new position. Confirmation shall be effective immediately upon successful completion of the assessment period, unless the job performance proved inadequate and unsatisfactory, after proper investigation by the Authority, in which case the candidate will revert back to the former classification and grade without loss of seniority. In the case of promotion as mentioned above the next senior candidate or the candidate who finished the highest in the job competition and did not receive the position as the case may be shall have the opportunity to fill the position.

When a promotion is made on the first working day of a month, that month will be considered as the first month of the assessment period, provided that any employee so affected, shall be eligible for confirmation of his appointment on the first day of the fifth (5th) month.

The parties acknowledge that, where there is any conflict, the provisions of Article 7 of the Collective Agreement prevail over the Provisions of Article 4 of the Collective Agreement.

- 7.2 No new employee or reclassified employee, with less than one (1) year's continuous on the job service may apply for reclassification.
- 7.3 If an employee is transferred or promoted to a temporary position outside of the bargaining unit his seniority shall continue to accumulate. As a condition of the temporary promotion the employee will agree to continue paying Local 416 dues as per article 2.3. Any temporary promotion will be for a period of no longer than three (3) months.
- 7.4 During the months of June, July, August and September the Authority will have the right to temporarily promote any employee to a position outside the Bargaining Unit for seasonal requirements and vacation replacements.

During the months of October to May paragraph 7.3 shall apply for employees who have not had a previous 3-month training period. Any reappointment shall be on a seniority basis.

- 7.5 In the event that a maintenance employee is temporarily promoted to replace another employee paid at a higher maintenance grade wage rate, the employee temporarily promoted will be paid at the wage rate of the higher grade.
- 7.6 Sick pay, leave of absence with pay, union business leave, and vacation will be paid on the basis of an Employee's superior rated position, as provided for above, provided that such Employee has replaced the absent employee for sixty (60) continuous working days immediately prior to proceeding on their leave or vacation. Sick time, vacation, union business leave, or approved leave of absence, taken while the sixty (60) continuous working days is accruing shall be paid at the employee's lower rate of pay. The sixty (60) day accrual period outlined above will be broken if the employee is returned to their former position, if the Employee is absent without pay, or if the Employee is suspended without pay.
- 7.7 In the event that the Authority does not intend to replace a permanent employee who is terminated, retiring, resigning or who receives a promotion through Article 4 or 7, the Authority agrees to advise the Union.

## **ARTICLE 8 - JOB TRAINING**

- 8.1 Any employee may apply in writing indicating his interest and reasons for requesting training for a higher classification.

The number and timing of training opportunities and the design of the programme will be at the sole discretion of the Authority.

The Policy Resolution 4.20 related to training will not be altered, modified or withdrawn without meaningful consultation with the Union. The policy itself is not grievable. Failure to fill training opportunities posted under this policy is grievable.

- 8.2 **TUITION ASSISTANCE** - Employees who enrol in work related courses approved by the Authority in advance will be entitled to have fifty percent (50%) of the cost of tuition paid for by the Authority at the time of registration in the course. Such payment will be made directly to the course provider. Upon proof of successful completion of the course, the employee will be reimbursed the remaining fifty percent (50%) of the tuition.

## **ARTICLE 9 – HOURS OF WORK**

The following working conditions shall be operative during the term of this agreement for all employees within the scope of this agreement.

- 9.1 The normal working week shall consist of five (5) eight (8) hour days or four (4) ten (10) hour days.

Employees will be invited to indicate whether or not they wish to be assigned to a 10-hour shift if and when available.

Assignment to 10-hour shifts will be done on the basis of the preference being granted to the senior employee from the list of those indicating an interest.

No assignment to 10-hour shifts will be implemented in respect of employees on the list of those who do not wish to work 10-hour shifts without firstly consulting with the employee and Local 416 to explore all other alternatives.

Employees who wish exemption from assignment to 10-hour shifts for compassionate reasons will be given full consideration on their merits.

- 9.2 All hours worked in excess of a normal working day shall be paid for at the rate of one and one-half (1-1/2) times the normal hourly rate, but hours so worked and so paid shall not be included in the computation of the normal working week referred to in sub paragraph 9.1 hereof.

- 9.3 All hours worked in excess of forty (40) hours shall be paid for at the rate of one and one-half (1 ½) times the normal hourly rate but hours so worked and so paid shall not be included in the computation of the normal working week referred to in subparagraph 9.1 hereof.

- 9.4 All hours worked by members of the bargaining unit between the hours of 7 p.m. and 7 a.m. Monday to Friday as part of his normal work week shall be considered shift work and

thereafter shall be paid an additional one dollar and twelve cents (\$1.12) per hour in addition to the hourly rate. All hours worked on Saturday as part of his normal work week shall be considered shift hours and there shall be an additional one-dollar and forty nine (\$1.49) per hour paid in addition to the normal hourly rate. Effective April 1, 2008 the shift premium adjustment will be made annually based on the negotiated wage percentage increase or decrease. The shift premium is retroactive to April 1, 2008.

All hours worked on Sunday as part of his normal week shall be considered shift hours and there shall be an additional 50% of the regular hourly wage rate per hour paid in addition to the normal hourly rate.

Shift hours premium shall not be paid in respect of those hours for which overtime is paid.

For the purposes of this clause, Sunday is defined as the hours between 12:01 a.m. and midnight Sunday.

- 9.5 All Cashiers shall be allowed fifteen (15) minutes at the completion of their shifts to perform their required duties.
- 9.6 No Supervisor shall replace a Local 416 member for a period longer than two (2) hours unless in the case of emergency.
- 9.7 Each employee of the Authority who has completed his regular day's work and who has left the assigned work location and is called out and reports for overtime work shall be paid by the Authority as a minimum the equivalent of 4 hours at a rate of one and one-half (1-1/2) times his normal hourly rate, whether such employee works or not, for each time such employee is called out and reports for overtime work or work as the case may be.
- 9.8 CHANGE OF SHIFT - Where a regular shift of an employee coming within the bargaining Unit is to be changed or where the work location of the employee is to be changed, the employee shall be given seventy-two (72) hours' notice of such change and if the change of shift necessitates the employee working on a day which would otherwise be his regular day off, he shall be entitled to time and one-half for all time so worked on such days off PROVIDED that all of the foregoing shall not apply where the change of shift is caused by the illness of employees or by emergencies.
- 9.9 Any employee who is reporting sick or is going to be absent for any reason will give the Vice President of Operations or his designee reasonable notice before the start of his regularly scheduled shift to allow for a replacement to be sent to his work location before the start of his regularly scheduled shift except in the case of an emergency.
- 9.10 Any employee reporting back to work after any period of absence will give notice to the Vice President of Operations or his designee during normal office hours, which are between 7 a.m. to 7 p.m.
- 9.11 Any change of address or telephone number must be reported to the Vice President of Operations or his designee in writing within 72 hours after such change.
- 9.12 Any employee who is reporting under section 9.9, 9.10, above during non office hours will give the employee taking the message his name and work location and obtain the name of the employee taking the message.

- 9.13 The authority will distribute overtime within its respective districts on an equitable basis as possible.

The Employer will provide to the Union a report showing the overtime worked by each employee on a quarterly basis. The format of the report will show the hours worked by each employee by pay period.

- 9.14 For the purposes of this Article, a normal working day shall be a day actually worked or a regularly scheduled working day for which the employee is sick and receiving STD benefits.

- 9.15 Each employee shall be allowed a fifteen (15) minute break in each half of the employee's shift as close to the mid-point of the half shift as reasonably possible. Night Maintainers, who are not replaced for their breaks, will be required to accommodate the service needs of the public when taking their breaks.

- 9.16 STAND-BY - Maintenance 1's who are scheduled to be on stand-by shall be available for work when called by phone or pager and shall receive 1.5 hour's pay at his regular straight time hourly rate for each twenty-four (24) hour period within which he is assigned to stand by. If the Maintenance 1 is required to work while on stand-by, all hours so worked shall be subject to overtime rates.

In the event the Maintenance 1 is on stand-by and is called in to work, he shall not be entitled to receive call-back pay as provided for in Article 9.7 of this Agreement.

Employees on stand-by and who work on holidays during the stand-by shall be treated in accordance with Article 11.3 of this Agreement.

Effective April 1, 2009, Maintenance 1's who are scheduled to be on stand-by shall be available for work when called by phone or pager and shall receive 3 hours hour's pay at his regular straight time hourly rate for each twenty-four (24) hour period within which he is assigned to stand by.

- 9.17 RUNNING LUNCHESES – The Authority agrees to establish a running lunch for maintenance employees and Parking Enforcement Officers save and except the night maintenance crew and day maintenance working in garages.

For these employees the normal work week shall consist of five, eight-hour days inclusive of a paid lunch break.

- 9.18 The districts in which Attendants work shall not be changed more than once every six (6) months unless operationally necessary. The assignments of districts will be done on the basis of seniority. It is agreed that the Authority may require Attendants to rotate to a different district after two (2) consecutive periods in the district.

- 9.19 Employees working vacation relief shall have their schedules provided on a monthly basis. Nothing in this clause shall derogate from the Authority's right to change those schedules as operationally required.

## **ARTICLE 10 - VACATIONS**

10.1 Employees shall receive vacation with pay as follows:

after completing 1 years' service	3 weeks
after completing 8 years' service	4 weeks
after completing 17 years' service	5 weeks
after completing 21 years' service	6 weeks

The work week consists of the normal straight time hourly rate times the hours the employee would normally be scheduled to work.

10.2 All employees who have been employed by the Authority for twenty-five (25) consecutive years shall be entitled to an additional day of vacation with pay calculated on the basis of eight (8) hours or ten (10) hours times the employee's straight time hourly rate for each year in excess of twenty-five (25) years up to a maximum of thirty (30) years.

10.3 Seniority shall be the ruling factor in the choice of vacation dates.

10.4 Where an employee's vacation is divided into two or more periods, the application of seniority for the purposes of scheduling vacations shall apply only to the first part of any such division of periods.

10.5 Employees who have not been employed continuously by the Authority for one year prior to the date of the annual vacation shall receive vacation pay in accordance with the terms of the Employment Standards Act of Ontario.

10.6 Each employee shall be entitled to receive prior to commencement of vacation all vacation pay falling due to him during his vacation provided he gives at least fifteen (15) calendar days' prior written notice in advance to the Authority of his desire to receive his cheque.

10.7 An employee shall be entitled to receive his vacation in an unbroken period.

## **ARTICLE 11 - STATUTORY HOLIDAYS**

11.1 All employees shall be entitled to the following holidays with full pay if the holiday falls on a scheduled workday and with pay calculated on the basis of eight (8) or ten (10) hours times the employee's straight time hourly rate if the holiday does not fall on a scheduled workday.

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day
10. Floating Days - two (2)
11. Remembrance Day each year whenever such day falls on a Monday, Tuesday,

Wednesday, Thursday or Friday

12. Easter Monday

13. Family Day

11.2 Local 416 acknowledges that the service the Authority provides requires staffing on a continuous seven day basis. The Authority acknowledges that its employees may want to celebrate the holidays listed on a day other than the day on which the holiday falls if such holiday falls on an employee's scheduled work day. To the extent possible and at the discretion of the Vice President of Operations or his designee, an employee may, therefore, substitute another day of the holiday where such lieu day will not require the payment of any premium hour payments to any employee as a result of the taking of the lieu holiday.

The paramount consideration in the exercise of the Vice President of Operations or his designee's discretion will be the efficient operation of all parking facilities and his ability to schedule the work force. Each employee will be allowed a maximum of three (3) holiday lieu days during the year.

11.3 If an employee works on one of the above-named statutory holidays, he will receive payment at time and one half the normal rate for time actually worked in addition to receiving his holiday pay. For the purpose of clarification, the holiday starts at 12:01 a.m. and ends at midnight. Any hours worked by an employee within the holiday shall be paid at the premium rate.

11.4 Whenever any of the days so designated in Article 11.1 falls on a Sunday, then the following Monday will be declared by the Authority as the day to be observed as a holiday instead of the day so designated.

11.5 Where an employee and the Authority agree in writing, such employee may take a day off in lieu of the time worked on a statutory holiday.

## **ARTICLE 12 - LEAVE OF ABSENCE**

12.1 Upon request by the Union, the Authority shall when the need arises grant leave of absence with pay to any two (2) officers or accredited representatives of Local 416 to attend any stage of a grievance dispute or any conciliation or arbitration proceedings under this agreement.

12.2 Employees called to serve as jurors or subpoenaed as witnesses in a civil or criminal proceeding shall be granted "Leave of Absence" without loss of pay or benefit, such employee on returning to duty following such juror or witness duty shall present a certificate showing the period of such service and amount of compensation received. The employee shall deposit such compensation in full with the Authority or forfeit the right to claim pay for the period of his absence. It is being understood that the full amount does not include monies received on days other than his regularly scheduled work day with the Authority or any monies received for meal allowance or travelling allowance.

12.3 Employees requesting permission for short periods of absence from their place of employment shall make verbal requests to the Supervisor. The Supervisor shall decide the merits of such individual requests and may, at his own discretion, grant time off, as he deems reasonable.



- 12.4 Employees delegated to Union Conventions shall be granted "Leave of Absence" without pay and without loss of seniority provided that not more than two employees shall be granted leave of absence as aforesaid to any one convention.
- 12.5 An employee shall be granted up to two days off with pay for the purpose of receiving Canadian citizenship.
- 12.6 Leave for Unit Chair – Upon request, the Unit Chair will be provided a leave of absence of two (2) days per month with no loss of pay, benefits, service or seniority, such day per week to be scheduled with two (2) weeks notice.
- 12.7 An employee will lose all seniority and be deemed to have terminated if an employee is absent from scheduled work for a period of seven (7) consecutive working days without notifying the Authority of such absence and providing a reason satisfactory to the employer.

### **ARTICLE 13 – PREGNANCY LEAVE**

- 13.1 Pregnancy leave of up to 17 weeks without pay shall be granted to an employee who has worked for the Authority for at least thirteen (13) weeks as follows:
- a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the employee may request.
  - b) Pregnancy leave shall commence during the period of eleven (11) weeks immediately preceding the estimated date of delivery for employees who do not take a parental leave. In cases where the employee will also take parental leave, the pregnancy leave may commence no earlier than seventeen (17) weeks before the expected birth date.
  - c) An employee must give the Authority at least two (2) weeks written notice of the date the pregnancy leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.
  - d) The pregnancy leave may end earlier than planned if the employee gives the Authority four (4) weeks written notice before the desired date of return.
  - e) Where upon written advice by their physician it is determined that a pregnant employee's health and/or pregnancy may be jeopardized if she were to continue to perform the full duties of her regular position, the Authority shall, where possible, either temporarily modify the duties of her current position in a manner that would allow her to safely perform the work or assign her to such alternate work for which she is qualified, with no loss of pay, provided that such work is available.
  - f) At the termination of the pregnancy leave period the onus is on the employee to report in writing her readiness to resume duties.
- 13.2 **PARENTAL LEAVE** - Parental leave without pay shall be granted to an employee who has worked for the Authority at least thirteen (13) weeks as follows:

- a) Parental leave shall be for an eighteen (18) week period or such shorter period as the employee may request.
- b) Parental leave shall commence immediately after the pregnancy leave comes to an end or when the child comes into the custody, care and control of the parent for the first time.
- c) Where possible, the employee must give the Authority at least two (2) weeks written notice of the date the leave is to begin.
- d) An employee who wishes to end parental leave sooner than expected may do so if the employee gives the Authority at least four (4) weeks written notice before the desired date of return.
- e) It is understood and agreed that the employee will give the Authority notice of intent to adopt as soon as possible recognizing that it may be necessary for the employee to commence leave immediately when the child becomes available.

### 13.3 PROVISIONS APPLICABLE TO BOTH PREGNANCY AND PARENTAL LEAVE

- a) Seniority shall continue to accrue during pregnancy or parental leave.
- b) While an employee is on pregnancy or parental leave and is in receipt of Employment Insurance benefits, as provided under the *Employment Insurance Act*, for the temporary unemployment caused by the pregnancy or parental leave, the Authority will supplement such EI benefit payments as follows.

For the period the employee is entitled to receive EI benefits, the Authority will pay the employee Supplementary Employment Benefits ("SEB") payments equal to the difference between 75% of the employee's regular weekly earnings calculated at the employee's straight time hourly rate for the employee's normal working week and the sum of the employee's EI benefits and any other earnings.

To receive SEB payments, employees must make an application on a form provided by the Authority and shall provide proof that the employee is in receipt of EI benefits indicating the weekly amount to be paid under the legislation.

Payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

- c) During pregnancy or parental leave, the Authority shall continue to make its contributions for the insured benefits plans provided under Articles 16 & 17 unless the employee indicates in writing that the employee does not intend to pay the employee's contributions or the employee fails to make such contributions by way of post-dated cheques provided to the Authority at the commencement of the leave.
- d) An employee who continues on parental leave, where such leave has been extended, shall have the option to continue benefit insured coverage under Articles 16 & 17 by assuming full premium cost (100%) for the period of the leave extension provided the terms and conditions of the master insurance policies allow for such coverage.

Employee premium payments will be by way of post-dated cheques provided to the Authority at the commencement of the extended leave. Vacation entitlement and accumulative sick credits will not accrue during the extended parental leave.

- e) No employee shall expect to extend a combined pregnancy and parental leave beyond a two (2) year period. Parental leave, without a pregnancy leave, may only be extended as approved by the Authority for up to a maximum of 69 additional weeks (two years minus 35 weeks [17 weeks pregnancy leave plus 18 weeks parental leave]). A resignation shall be tendered and any subsequent re-employment would occur through regular hiring procedures if an absence should be in excess of the periods of extension set out above.
- f) An employee who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article 15. An employee on pregnancy or parental leave is not entitled to sick leave pay.
- g) An employee may be required to submit a written statement of intent to return to work at the end of the pregnancy or parental leave.

#### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- 14.1 It is the mutual desire of the Authority and the Local 416 that the complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given to his immediate supervisor an opportunity to adjust his complaint. In discussing his complaint the employee may be accompanied by his Steward if he so wishes.
- 14.2 Should the Authority require an employee to come to the Authority's office to be interviewed, the employee shall be notified of the subject or subjects to be discussed. The employee shall be entitled to be accompanied by a Shop Steward, if he wishes.
- 14.3 **DISMISSAL OR SUSPENSION** - If an appeal is to be made in the case of dismissal or suspension, the appeal must be reduced to writing in triplicate on forms provided by Local 416 and approved by the Authority, signed by the employee involved and lodged with the Authority's President through Local 416's representative within ten (10) working days of such dismissal or suspension. The President or his designee shall forthwith confer with the Local 416 representative. The Authority's President or designee shall render a decision in writing not later than the fifth (5<sup>th</sup>) working day thereafter.
- 14.4 In the event that the decision of the Authority's President or his designee is not acceptable, Local 416 may by notice in writing addressed to the Authority, within twenty (20) working days of the President's decision, request that the decision be taken to Arbitration. Within five (5) working days thereafter, both parties shall designate an Arbitrator.
- 14.5 The two (2) Arbitrators so designated shall within five (5) working days select a third person who shall be the Chairman. If they are unable to agree upon a Chairman within the time limit, the Minister of Labour of Ontario shall designate a Chairman.
- 14.6 Whatever the decision of the Arbitration Board, it shall be final and binding on both parties.
- 14.7 Should any misunderstanding or controversy arise between the Authority and Local 416 as to the compliance of either party with any of its obligations hereunder, or should there be

any grievance involving the terms of this Agreement by any employee or group of employees, or Local 416, the same shall be handled in the following manner, provided however, that no grievance shall be considered, the alleged circumstances of which originated or occurred more than fifteen (15) working days prior to its presentation as a written grievance in accordance with the procedure set out herein:

- 14.8 STEP 1: An employee's grievance which is not settled by the immediate supervisor shall be reduced to writing in triplicate on forms provided by Local 416 and approved by the Authority, signed by the employee involved and submitted by the said employee to the Authority's Vice President of Operations or his designee in the presence of Local 416's representative. The Vice President of Operations or his designee shall deal with the grievance and render his decision thereon in writing, not later than the second (2) working day next following the day on which he received the grievance.
- 14.9 STEP 2: If the decision of the Vice President of Operations or his designee is not satisfactory to the employee concerned, and if an appeal therefrom is to be made, such appeal must be reduced to writing in triplicate on forms provided by Local 416 and approved by the Authority, signed by the employee involved and lodged with the Authority's President, through Local 416's representative, within two (2) working days of the Vice President of Operations or his designee's decision. The President or his designee shall forthwith confer with the Local 416 representative and shall advise Local 416 of his decision within three (3) working days of said conference.
- 14.10 STEP 3: After exhausting the grievance procedure herein, either party may request by notice in writing addressed to the other party within twenty (20) working days after the grievance has been dealt with in Step 2 that the grievance be submitted to arbitration. Within five (5) working days thereafter, both parties shall designate an Arbitrator.

The two (2) Arbitrators so designated shall within five (5) working days select a third person who shall be the Chairman. If they are unable to agree upon a Chairman within the time limit, the Minister of Labour for Ontario shall designate a Chairman. The decision of the Arbitration Board shall be final and binding upon both parties.

- 14.11 No matter may be submitted to arbitration which has not been properly processed through all previous steps of the Grievance Procedure set out herein, except dismissal or suspension grievances as provided in Article 14.3 which are to be initiated at Step 2 of the Grievance Procedure as provided therein.
- 14.12 The Board of Arbitration shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

An Arbitration Board shall have the authority when dealing with a dispute, which involves discharge or other forms of disciplinary action to reinstate the employee with or without compensation or to deal with the matter in any other way, which the Board considers equitable.

- 14.13 A dispute which is being referred to arbitration can be dealt with by a single Arbitrator instead of a three man Arbitration Board if the parties can agree within fifteen (15) working days on a single Arbitrator to deal with the matter. However, if the parties are unable to agree upon the selection of a single arbitrator then the three-man Arbitration Board procedure will apply.

- 14.14 **MEDIATION** – Once a grievance has been processed to arbitration, both parties may, within forty (40) working days, agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of the Union, in addition to the Unit Chair and the Vice-Chair or steward. Time spent in attendance at mediation during any employee's regular working hours shall be without loss of pay. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties and the grievor(s) but shall be without prejudice or precedent.
- 14.15 Each of the parties agrees to share the costs of the mediation and arbitration on a 50/50 basis.

### **ARTICLE 15 – SICK LEAVE**

- 15.1 The Short Term Disability (STD) Plan will pay for absences from the first day of illness or injury at the rate of 80% of regular wages. Coverage continues as required up to twenty-six (26) weeks on each occasion.

The STD Plan may be utilized for up to four (4) working days in each calendar year in order to care for ill dependants. It is understood that the use of ill dependants will not be considered part of the employee's absence record.

A dependent can be any person outlined in Article 21.1 of the Collective Agreement who lives with the employee.

- 15.2 Management may require, following any period of absence due to sickness, that such absence be certified as sickness by a recognized Medical Practitioner. Where an employee has established a pattern of absence due to sickness, he may be called into the Authority's offices to explain the nature of his sickness. In this event, the employee shall be accompanied by a representative of Local 416 if he so desires.
- 15.3 Where an employee is absent on sick leave and receiving a Short Term Disability (STD) benefits for more than one month, the employee shall be obliged on a monthly basis to provide a medical certificate from his personal physician or chiropractor indicating the nature of illness, the latest date of attendance and the probable date on which the employee will return to duty.
- 15.4 That with the exception of disability cases existing on the effective date thereof, each employee who has completed six (6) months of employment therewith, shall as a condition of employment be insured under a Long Term Disability Insurance contract to be entered into by the Authority with an insurer licensed under The Insurance Act, and selected by the Authority, in a monthly amount equal to seventy-five per cent (75%) of the basic salary of such employee at the date of the onset of such employee's total disability, up to a maximum of four thousand dollars (\$4,000.00) monthly, reduced in each month by the amount which such employee is eligible to receive for or with respect to such month under:

The Canada or Quebec Pension Plan;

Any retirement pension plans for employees of the Authority;

The Workplace Safety and Insurance Board Act; and

Any other plan or programme to which the Authority makes a contribution,

to be payable commencing on the completion of six (6) months after the onset of such employee's total disability and the cessation of any period thereafter that he received sick leave pay, and the Authority shall pay one hundred per cent (100%) of the part of the premium for such insurance payable in respect of each employee covered thereby.

Subject to paragraph 16.10, where an employee is in the qualifying period for LTD benefits, the Authority will pay its share of the employee's premium, except for any period where a premium waiver applies, not exceeding the six consecutive months between the onset of disability and the commencement of LTD benefits.

Total Disability or Totally Disabled means in respect of Union Employees

- a) until the Employee has received 24 months income payments for a continuous period of Total Disability under this, the Benefit, the inability of an employee, as a result of sickness or injury, to perform substantially the whole of the duties of his regular occupation and
- b) thereafter, the inability of an employee, as a result of sickness or injury, to engage in any gainful occupation for which he is qualified or may reasonably become qualified by reason of his training, education or experience.

For the period an employee is in receipt of LTD benefits, the Authority will continue to pay premiums for health and dental coverage.

- 15.5 Any employee of the Authority who is injured by accident arising out of and in the course of employment with the Authority and who during his shift when such injury occurred is required to leave for treatment or is sent home for or because of such injury, shall be entitled to and be paid by the Authority his regular rate of pay for the remainder of the shift not worked without deduction of sick pay by reason thereof, unless a physician states that such employee is fit for further work on such shift.
- 15.6 The Authority shall make formal arrangements with the City of Toronto to use the City's Rehabilitation Department.
- 15.7 If the Authority requests an absence be certified by a medical practitioner, the Authority agrees to reimburse the employee the cost of the medical document by the next pay period.

## **ARTICLE 16 – HEALTH BENEFITS & BENEFITS FOR RETIREES**

- 16.1 DEFINITION OF DEPENDENT - A spouse or unmarried child under 21 (25 or older, if regularly attending school) and dependent upon the employee for support. The term dependent shall also include children who have attained the limiting age for coverage and who are incapable of self-sustaining employment by reason of mental or physical disability, became disabled prior to reaching the limiting age and are chiefly dependent on the employee for support and maintenance.

Spouse means a husband or wife or same sex partner by virtue of a religious or civil marriage ceremony; except that, a person living with the employee will be deemed to be the employee's spouse, if such person:

Is publicly represented as the employee's spouse; and

Has been living with the employee for a period of at least twelve (12) months

The following health benefits shall be provided to all employees and employees shall participate as a condition of employment.

- 16.2 Cost of participating in Ontario Hospitals Insurance Plan (OHIP) and the Ontario Hospital Insurance Commission basic coverage shall be borne one hundred per cent (100%) by the Authority.

Without prejudice to the interpretation and application of paragraph one of this article, the Authority agrees to the following: "Effective beginning with the 2004 tax year, the Authority agrees to pay to each employee a lump sum equivalent of the Ontario Health Premium tax levied in accordance with the Provincial Income Tax Act, as amended by Bill 106, based upon the income the employee earned from the Authority as reported on the employee's T4 form. The lump sum payment will be made as soon as reasonably possible after the T4 forms have been issued."

- 16.3 Cost of participation in Supplementary Hospital Coverage shall be borne one hundred per cent (100%) by the Authority.

- 16.4 The Authority will provide coverage towards the purchase (including repair and the cost of batteries) of hearing aids on the written prescription of a physician, up to a maximum of \$1,600.00 each employee plus dependent every three benefit years. The cost of such coverage will be borne one hundred per cent (100%) by the Authority.

- 16.5 Cost of basic Dental Plan including the following coverage at the current O.D.A. Schedule of Fees will be borne one hundred per cent (100%) by the Authority.

One hundred per cent payment (100%) for Periodontal Services - (diseases of the gums) - Endodontic Services - (root canal therapy).

Extensive Surgical Procedures and Injection of Antibiotic Drugs.

As of April 1, 2008, the Authority will provide denture coverage on a 60% employer, 40% employee co-insurance basis. Denture coverage includes the following: initial installation of partial or full dentures, replacements of an existing partial or full denture by a new denture, immediate temporary dentures, dental adjustments, repair, re-basing or relining of dentures.

An Orthodontia Rider on a 50% co-insurance basis with a \$2,000.00 maximum lifetime benefit per employee or dependent as defined above.

Effective April 1, 2009, the Authority will provide denture coverage on a 80% employer, 20% employee co-insurance basis.

Effective April 1, 2009, an Orthodontia Rider on a 50% co-insurance basis with a \$4,000 maximum lifetime benefit per employee or dependent as defined above.

Effective April 1, 2009, the Authority will provide crowns and bridgework coverage on a 80% employer, 20% employee co-insurance basis.

- 16.6 The cost of participation in a Drug Plan shall be borne one hundred percent (100%) by the Authority. There shall be no deductible. However, the terms of the drug plan include the qualification set out herein.

Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription. Non-generic drugs will be covered if:

- (a) There is no generic substitution
- (b) There are no generic substitutions readily available from the pharmacy of the employee's choice;
- (c) The Employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or the dependent concerned.

The Authority will provide employees with a drug card. The parties acknowledge that the insurance industry's usual and customary practices shall govern the administration of the drug card.

- 16.7 VISION CARE - Effective the first of the month following the date of receipt of written notice of ratification, the cost of an Optical Plan which will provide a three hundred and thirty-five dollars (\$335.00) optical benefit every two-year period shall be borne one hundred per cent (100%) by the Authority. In addition to the above, the Optical Plan will provide up to a maximum one hundred dollars (\$100.00) optical benefit every two year period to maintenance employees only, for the prescription safety glasses.

Effective April 1, 2009, the optical benefit will be increased to three hundred and fifty (\$350.00).

Effective April 1, 2010, the optical benefit will be increased to four hundred (\$400.00).

Effective April 1, 2011, the optical benefit will be increased to four hundred and fifty (\$450.00).

- 16.8 PARAMEDICAL BENEFITS – Effective 1<sup>st</sup> of the month following ratification, services of legally licensed Chiropractors, Naturopaths, Osteopaths, Massage Therapists, Speech Therapists, Physiotherapists, Psychologist and Podiatrists, whether or not prescribed by a physician, provided no portion of the charge of these services is payable under any government plan, will be paid to a maximum of five hundred dollars (\$500.00) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining one set of two practitioners to a maximum of \$1000.00 dollars per person, per benefit year. Medical notes will be required for employees to be reimbursed for chiropractic, massage and physiotherapy services.

- 16.9 Employees with ten years of service with the *Authority*, the *Authority* will provide to age 65 full medical benefits (being OHIP, supplementary hospital coverage, dental and drug plans) for all employees who retire with an immediate unreduced service or disability pension from O.M.E.R.S. The cost to be borne 100% by the *Authority*.



- 16.10 Any benefit contained in this Agreement shall be contingent upon an employee being in actual receipt of wages from the Authority. Benefits shall continue to a maximum of 8 pay periods once the employee is not in receipt of wages with respect to a period of absence due to illness. This qualification shall apply to those benefits specified in paragraphs, 15.5, 16.2, 16.3, 16.4, 16.5, 16.6, 16.7, 17.1. An employee, who is in receipt of a Workplace Safety and Insurance Award, as a result of an injury arising out of and in the course of employment with the Authority, shall be considered in receipt of wages and salary.
- 16.11 PRIVATE DUTY NURSING – Private duty nursing at home when medically necessary to a maximum of \$15,000.00 for every three benefit years.

Effective April 1, 2010, private duty nursing at home when medically necessary to a maximum of \$25,000 for every three benefit years.

### **ARTICLE 17 - LIFE INSURANCE**

- 17.1 The Authority shall provide Group Life Insurance of one times an employees yearly salary at regular straight time hourly rates plus accidental death benefits at yearly salary at regular straight time hourly rates, the cost of which will be borne 100% by the Authority.

Effective April 1, 2010, the Authority shall provide accidental death benefits at two times yearly salary at regular straight time hourly rates, the cost of which will be borne 100% by the Authority.

Effective January 1, 2011, the Authority shall provide Group Life Insurance of two times an employees yearly salary at regular straight time hourly rates.

- 17.2 Effective 1<sup>st</sup> of the month following ratification, the Authority will provide a \$3,500 paid-up life insurance policy effective January 1, 2005, and effective January 1, 2006 a \$5,000 paid-up life insurance policy for employees who retire and are in receipt of an OMERS pension.

### **ARTICLE 18 - OMERS**

- 18.1 Every full time employee must become a member of the Ontario Municipal Employee's Retirement System in accordance with the statutory provisions as laid down and amended from time to time.
- 18.2 The normal retirement date is the last day of the month in which the employee reaches the age of 65. If any employee continues to work beyond the normal retirement age, OMERS requires that the employee starts to receive his pension by the first of the month following the month an employee turns 69, and will no longer make contributions to the plan.
- 18.3 Early retirement under the provision of O.M.E.R.S. plan is available to all employees.

### **ARTICLE 19 - UNIFORMS**

- 19.1 All employees, upon attaining seniority, shall be issued and will wear a uniform as follows:

- a) Maintenance Department - two (2) coveralls, three(3) shirts, three (3) pairs of pants and one (1) nylon windbreaker, hydro parka, two (2) pairs of winter liners for boots. Safety boots or shoes will be issued as follows: New employees: two (2) pairs during the first year of employment; all other employees in accordance with article 19.2;
  - b) Non-maintenance Personnel - identification badge, a jacket, a sweater, two(2) pairs of trousers, four (4) shirts, a hat, a parka, and a tie.
  - c) Non-maintenance personnel - will be given the option of wearing or not wearing a tie during the months of May, June, July, August and September with an issued short sleeve shirt. If an employee elects to wear the issued long sleeve shirt he/she must wear the issued tie.
  - d) Parking Enforcement Officers – 2 black cargo pants, 2 black cargo shorts, 1 slush/pant, 4 shirts, 3-in-1 parka with removable fleece liner/windbreaker, tie, baseball cap and toque.
- 19.2 Such uniforms will be issued on a replacement basis as required, with maintenance to be borne by the employee. Safety boots or shoes shall be replaced as required.
- 19.3 Hats are considered part of the uniform and will be worn at all times except when working in the cashier's booth where wearing a hat is optional.
- 19.4 All items of uniform are the property of and shall be returned to the Authority.

## **ARTICLE 20 - HEALTH & SAFETY**

- 20.1 The Authority agrees to establish a Health & Safety Committee as required by the Occupational Health & Safety Act.
- 20.2 The Authority and the Union agrees to co-operate in maintaining and improving practices in the work place to provide a safe and healthful environment in which to work.

## **ARTICLE 21 - BEREAVEMENT**

- 21.1 An employee who requires time off from regular scheduled work falling within the five (5) calendar days following a death will be given leave of absence with pay for all days in that period for bereavement purposes upon the death of the father, mother, son, daughter, brother, sister, husband, wife of the employee, common law spouse and same sex partner, provided the employee is not at the time in receipt of sick pay.

Effective April 1, 2009, an employee who requires time off from regularly scheduled work falling within the five (5) calendar days following a death will be given leave of absence with pay for all days in that period for bereavement purposes upon the death of the stepparents and stepsiblings.

An employee who has completed his probationary period and who requires time off from regularly scheduled work falling within the four (4) calendar days following a death will be given leave of absence with pay for all days in that period for bereavement purposes upon

the death of the mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent or grandchild of the employee.

- 21.2 Where death occurs outside the Province and the employee has to travel a total of a thousand miles or more, an additional four (4) days shall be granted by the Authority for travelling time to attend the funeral. In such case an employee may be required to furnish the Authority with reasonable proof of the distance required to be travelled.
- 21.3 When death occurs to a member of the Authority who is a member of the Bargaining Unit, a member of the Bargaining Unit shall be given one (1) day leave of absence with pay to attend the funeral.

#### **ARTICLE 22 - PARKING PASSES**

- 22.1 Each employee with five (5) or more years seniority will receive three (3) complimentary parking passes each calendar year, valid for one (1) period of parking not to exceed twenty-four (24) hours.
- 22.2 Each employee with ten (10) or more years seniority will receive six (6) complimentary parking passes each calendar year, valid for one (1) period of parking not to exceed twenty-four (24) hours.

#### **ARTICLE 23 - EXPENSES**

- 23.1 CAR TICKETS - The Authority will provide public transportation fare where after reporting to his initial place of employment an employee is required by the Authority to report to another work location, if such new work location is beyond reasonable walking distance.

It is further understood that, if an employee is required to work at a location other than that to which they reported to work, they shall be considered to be at work and paid until they have returned to their original work location, or one half hour after the end of their shift, whichever is less.

- 23.2 TELEPHONE CALLS - The Authority shall reimburse employees for local telephone calls that are made on a pay phone by employees in carrying out Authority business. A petty cash claim chit will be handed to his immediate supervisor who will claim reimbursement from an appropriate Authority petty cash fund.
- 23.3 LEGAL FEES - Where an employee is charged with an offence under The Criminal Code or under a provincial statute respecting his conduct while in the course of performing his duties, the Authority, at its discretion, may pay all or part of the legal costs incurred by the employee in his defence to the charges and select legal counsel. In the event the Authority reimburses an employee under this Article for any legal expenses the employee may be compensated for loss of pay as a result of being required to attend court.

#### **ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE BOARD**

Workplace Safety and Insurance Board Compensation Cases - Payment to Employees of

Surplus Amounts collected by the Authority.

- 24.1 Where in an action arising out of an accident to an Authority employee, the Authority recovers from a third person a larger amount, exclusive of costs than the amount paid to or on behalf of such employee as a result of the accident, the surplus amount shall be paid to such employee or, in the event of his death, to the estate of such employee.
- 24.2 All cheques receivable from third parties by the Authority in settlement of claims shall be made payable to the Toronto Parking Authority.
- 24.3 The Authority's Solicitor shall furnish the Authority's Director of Finance and Administration with a statement of costs for the service of his department together with a statement of any other legal costs incurred.
- 24.4 On receipt of the statement of costs from the Authority's Solicitor, the Authority shall reimburse to the employee the total of all monies received from third parties, less costs incurred by the Authority, or in the event of death, to the estate of such employee.
- 24.5 When an employee is released from the Workplace Safety and Insurance Board compensation for the purposes of returning to light work then management shall provide light work for the employee provided that the light work is available at the time.
- 24.6 If an employee who has lost time from work and who would otherwise be covered by the STD plan, has claimed Workplace Safety and Insurance Board benefits for the absence, he may request to be paid under the STD plan. If the claim is accepted by the Workplace Safety and Insurance Board, the employee will immediately pay the Authority an amount equal to the amount of STD benefits advanced. It is understood and agreed that the Authority is authorized to collect the repayment by way of payroll deduction.
- 24.7 Where the Workplace Safety and Insurance Board approves a claim, for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the *Workplace Safety and Insurance Act*, the employee shall continue to receive the full net pay amount the employee would otherwise be entitled to receive if actively at work at straight time hourly rates less the benefit payments approved by the Workplace Safety and Insurance Board.

#### **ARTICLE 25 - JOB SECURITY**

- 25.1 The Authority shall not willingly contract out work that will directly result in permanent layoffs.

#### **ARTICLE 26 - REPRESENTATION**

- 26.1 Employees required by the Authority to attend any meetings for the purpose of processing grievances, or for any purpose, will do so without loss of pay provided such attendance is during such employee's working day.
- 26.2 Where an employee has not received a disciplinary warning for a period of two (2) years, any disciplinary warning recorded on the employee's file shall be null and void insofar as it pertains to the record of such employee, and if the employee requests the removal of such

disciplinary warning after two (2) years, such disciplinary warning will be given to the employee and stricken from the Authority record.

- 26.3 The Authority will forward to the Union chair a copy of all disciplinary notices where an employee receives a suspension or greater discipline. The Authority will also provide the Unit Chair with copies of all policies that are provided to bargaining unit members or posted in the workplace.

#### **ARTICLE 27 - FEMININE CONTEXT**

- 27.1 When the context so requires wherever the masculine is used in this agreement, it shall be read as if the feminine were expressed.

#### **ARTICLE 28 - GENERAL**

- 28.1 Part-time employees not including students will be restricted to a ratio of one (1) to each five (5) carparks operated.

#### **ARTICLE 29 - COMMUNICATION BETWEEN PARTIES**

- 29.1 For the purpose of communications, the address of the Authority is 33 Queen Street East, Toronto, Ontario, M5C 1R5; the address of the Toronto Civic Employees Union Local 416, CUPE, is 110 Laird Drive, Toronto, Ontario M4G 3V3.
- 29.2 In the case of service by post, service shall be by registered mail and for the purpose of this contract the effective date shall be that date as shown by the postmark on the envelope.

#### **ARTICLE 30 - LAYOFFS**

- 30.1 In the event of a layoff all part-time employees will be laid off before any full-time employees are laid off.

Prior to effecting layoffs of full time staff, the Authority will present an outline of its layoff plans at a meeting with Local 416, and will provide Local 416 with the opportunity to present, within five (5) working days of the meeting, comments or suggestions concerning the outline. The Authority shall consider Local 416's comments or suggestions, and shall announce to Local 416 its conclusions with respect to the layoff plans as soon as possible after the review period.

Should it become necessary to layoff a full-time employee, the Authority will layoff three students for each full-time employee laid-off. It is also understood and agreed that for each full-time employee recalled the student complement will be increased by three students.

In the event of a layoff of full time employees, the Authority will generate for the purposes of the layoff, a seniority list of all Attendant and Maintenance Grade 3. Based on the list, the last employee hired shall be the first laid off on condition that, in the determination of

the Authority, the remaining employees are qualified and presently able to perform the work of those laid off. In exercising of this right, management will not act in an arbitrary, discriminatory or act of bad faith.

It is understood and agreed that as a result of the application of this seniority and the possible movement of an employee into a higher classification, that the employee will not be entitled to receive the wages or seniority in the higher classification. The seniority would continue as if the employee were in the original job classification.

In the event of a recall, the last employee laid off will be the first rehired and recalled employees will return to their classification at the time of layoff. Those employees who had moved into a higher classification will return to their previous classification at the time of the layoff.

Students shall be regularly employed for not more than twenty-four (24) hours/week except during May, June, July, August and September and the Christmas and Easter school break.

**ARTICLE 31 – LETTERS OF AGREEMENT**

31.1 All Letters of Agreement shall form part of the collective agreement and shall be fully enforceable through the Grievance and arbitration procedure.

**ARTICLE 32 - TERMINATION**

32.1 This Agreement shall come into force on April 1, 2013 and shall remain in force until the 31<sup>st</sup> day of March, 2017, and shall continue in force from year to year thereafter unless in any year not more than sixty (60) days, nor less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of this Agreement.

32.2 There shall be no strikes or lockouts as defined in the Ontario Labour Relations Act so long as this Agreement in its entirety continues to operate.

IN WITNESS WHEREOF the Authority and Local 416 have executed this Agreement by the hands of their officers in that behalf duly authorized.

DATED THIS \_\_\_\_\_ OF \_\_\_\_\_ 2014.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Lorne Persiko, President

\_\_\_\_\_  
Dave Hewitt, Vice President Local 416

\_\_\_\_\_  
Andrew Koropeski, Vice President

\_\_\_\_\_  
Humberto da Silva, CUPE National Representative

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Michael Tziretas, Chair

---

Darin Jackson Treasurer Local 416

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Pat Lenathen, Unit Chair Local 416

---

Sav Daskalakis ViceChairLocal 416

---

Jasjit Makkar, Local 416

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Ed Silva, Local 416

**SCHEDULE "A"**

		<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>	<u>April 1, 2016</u>
<b>Percentage Increase</b>		<b>0.00%</b>	<b>0.50%</b>	<b>1.75%</b>	<b>2.25%</b>
<b>CLASSIFICATION</b>					
<u>Journeyman Electrician</u>		36.14	36.32	36.96	37.79
<u>Maintenance 1</u>		28.87	29.01	29.52	30.19
<u>Maintenance 2 (Technical)</u>		26.95	27.08	27.56	28.18
<u>Maintenance 2</u>		25.95	26.08	26.54	27.13
<u>Maintenance 3</u>	Upon completion of 6 years	25.64	25.77	26.22	26.81
	Upon completion of 5 years	25.29	25.42	25.86	26.44
	Upon completion of 4 years	24.89	25.01	25.45	26.02
	Start	18.97	19.06	19.40	19.83
<u>Monitoring Station Attendant</u>		25.86	25.99	26.44	27.04
<u>Attendants</u>	Upon completion of 6 years	25.46	25.59	26.04	26.62
	Upon completion of 5 years	24.75	24.87	25.31	25.88
	Upon completion of 4 years	24.05	24.17	24.59	25.15
	Start	18.96	19.05	19.39	19.82
<u>Enforcement Officers</u>	Upon completion of 6 years	28.21	28.35	28.85	29.50
	Upon completion of 5 years	25.91	26.04	26.50	27.09
	Upon completion of 4 years	23.60	23.72	24.13	24.68
	Start	18.96	19.05	19.39	19.82
<u>Students</u>	Upon completion of 2 years	15.21	15.29	15.55	15.90
	Upon completion of 7 months	14.23	14.30	14.55	14.88
	Start	13.35	13.42	13.65	13.96
<u>Premiums</u>	SB1 (7pm-7am, Mon-Fri)	1.12	1.13	1.15	1.18
	SB2 (Saturday)	1.49	1.50	1.53	1.56
	SB3 (Sunday) 50%				
<u>Driving Bonus</u>	DB1	0.73	0.74	0.75	0.76
	DB2	1.00	1.01	1.03	1.05
<u>Mileage Rates</u>	Updated as CRA prescribed rates change	0.52	TBD	TBD	TBD



**LETTER OF AGREEMENT**

**RE: NO LAYOFFS**

The Toronto Parking Authority agrees that no individual who was hired on or before January 1, 2014 shall be laid off during the term of the collective agreement.

This Letter of Agreement shall form part of the collective agreement and be fully enforceable through the Grievance and Arbitration procedure.

The parties agree that this letter shall not apply to staff reductions in the event that the Toronto Parking Authority ceases to provide services at Toronto Transit Commission lots. In those circumstances, the Authority shall be entitled to lay off up to ten (10) full-time equivalents, subject to the layoff provisions of the Collective Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

***FOR THE UNION***

***FOR THE EMPLOYER***

\_\_\_\_\_  
Pat Lenathen

\_\_\_\_\_  
Lorne Persiko

**LETTER OF AGREEMENT**

**RE: LABOUR MANAGEMENT COMMITTEE**

The parties agree, for the term of the current collective agreement, to set up a Labour Management Committee. The Committee will be comprised of up to four union and up to four management representatives and will meet at least quarterly at the request of either party. Discussion topics will exclude matters which are currently in the grievance procedure. The parties will exchange a written agenda five days in advance of the meeting.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

***FOR THE UNION***

***FOR THE EMPLOYER***

\_\_\_\_\_  
Patrick Lenathen

\_\_\_\_\_  
Lorne Persiko

**LETTER OF INTENT**

**Re: Hours of Work**

In accordance with section 17 of the *Employment Standards Act, 2000*, the parties agree as follows:

2. **Regular Work Day** – The regular work day for employees has been established as either eight (8) or ten (10) hours per day.
3. **Extra Daily Hours** – The Union consents on behalf of employees in the bargaining unit to allow them to work beyond their regular work day to the daily maximum allowed by the *Act*.
4. **Extra Weekly Hours** – The Union also consents on behalf of employees in the bargaining unit to allow them to work beyond 48 hours in a week, to a maximum of 60 hours in a week.
5. **Scheduling** – Scheduling of extra hours shall be in accordance with the scheduling and overtime provisions of the collective agreement.
6. **Term** – The parties agree that this agreement may not be revoked prior to the expiry of the collective agreement and any legal extensions to that agreement except with the parties' mutual consent. This agreement will automatically terminate at the conclusion of the freeze period following the expiry of the collective agreement, unless the parties agree to continue its terms.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Patrick Lenathen

\_\_\_\_\_  
Lorne Persiko

**LETTER OF UNDERSTANDING**

**RE: EMPLOYMENT SECURITY**

During the life of this Collective Agreement the Toronto Parking Authority shall not recommend the sale of the Toronto Parking Authority. In the event the City of Toronto initiates a closing, downsizing, sale of business, or monetization, the Toronto Parking Authority and the Local 416 will enter into discussions with the City of Toronto, with a view to secure employment protection for Local 416 members employed at the Toronto Parking Authority.

The opportunity for employees in need of employment protection to migrate to a position covered by the Local 416 Collective Agreement with the City of Toronto shall form the basis of such discussions. Such employees will bring their service and seniority rights and they would be bound in full by the City Collective Agreement with Local 416. Save for the first sentence in paragraph 1, this letter will cease to have any force and effect if the City and Local 416 agree to a letter the same or similar to the letter respecting the Toronto Port Authority found on pg.184 of the 2005-2008 Collective Agreement between the City and Local 416.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Patrick Lenathen

\_\_\_\_\_  
Lorne Persiko

**LETTER OF UNDERSTANDING**

**RE: TEN HOUR SHIFTS**

The parties continue to acknowledge that determining whether 10 hour shifts are feasible and appropriate for the operation remains management's prerogative. Nothing in any of the proposals herein is to be taken as derogating in any way from that prerogative.

The parties agree, for the term of the current collective agreement, to examine whether ten (10) hour shifts are feasible and appropriate for the operation of any department or classification.

The parties acknowledge that the Authority is currently conducting an operational review on the feasibility of implementing ten (10) hour shifts in all departments and for all classifications, save and except for the Attendant classification, which currently have ten (10) hour shifts.

The parties will meet upon completion of the operational review to consider the feasibility of ten (10) hour shifts in all departments.

The issue of ten (10) hour shifts in all departments will be a standing agenda item for all meetings of the Labour-Management Committee.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
Patrick Lenathen

\_\_\_\_\_  
Lorne Persiko