

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

**AND**

**THE TORONTO PARKING AUTHORITY**

***PART-TIME/STUDENTS***

***COLLECTIVE AGREEMENT***

**APRIL 1, 2008 – MARCH 31, 2013**

**14027 (01)**

## INDEX

<b>ARTICLE</b>		<b>PAGE</b>
1	Recognition	2
2	Local 416 Membership	2
3	Management Rights	2
4	Seniority	3
5	Full Time Positions	3
6	Wages	3
7	Hours of Work	3
8	Vacations	4
9	Statutory Holidays	5
10	Grievance Procedure	6
11	Uniforms	6
12	Leave of Absence	6
13	Expenses	9
14	WSIB	9
15	Representation	10
16	Feminine Context	10
17	General	10
18	Health & Safety	10
19	Communications between Parties	10
20	Termination	10

THIS AGREEMENT MADE AS OF THE 20<sup>th</sup> DAY OF DECEMBER 2008

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

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 its employees regularly employed for not more than twenty-four (24) hours per week and students, save and except supervisors, field auditors, persons above the rank of supervisor or field auditor, office staff and persons covered by subsisting collective agreements.

The parties agree that the term "office staff" refers to office, clerical and technical staff, the photographer, statistical surveyors, office cleaning staff and field auditor helpers.

- 1.2 For the purposes of this agreement:

"part-time employee" means any employee regularly employed for not more than twenty-four hours per week,

"student" means a person who is attending high school or is intending to continue high school after the summer school vacation period or a person who intends to enroll and becomes enrolled in a post-secondary college or university program leading to a diploma or degree during each calendar year of employment with the Authority.

- 1.3 Where a student advises the Authority that he no longer is enrolled in full or part-time studies at an educational institution, his employment with the Authority shall continue for a period not to exceed 3 months.

**Article 2 – LOCAL 416 MEMBERSHIP**

As per full-time collective agreement, Article 2.

**Article 3 - MANAGEMENT RIGHTS**

- 3.1 Local 416 acknowledges that it is the exclusive function of the Authority to:
- 3.2 Maintain order, discipline and efficiency.
- 3.3 Hire, direct, transfer, or promote employees and discharge, suspend or otherwise discipline employees for just cause.
- 3.4 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.
- 3.5 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 until he has worked 700 hours or 7 consecutive months, whichever comes first. After the probationary period has been served, the employee will be credited with all hours worked commencing from his date of hire.
- 4.2 Each employee who has completed the required probationary period shall be established on a seniority list and shall be entitled to all privileges as embodied in this agreement. During the probationary period, probationary employees shall not have recourse to the grievance procedure with regard to any disciplinary action, including discharge, taken by the Authority.
- 4.3 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.

**ARTICLE 5 – FULL-TIME POSITIONS**

- 5.1 All full time entry level positions shall be posted by payroll insert. Successful applicants will be subject to the normal probationary period under the full-time agreement. Alleged violations of the Company's obligation under this Article may be the subject of a grievance.

**ARTICLE 6 - WAGES**

- 6.1 Hourly wages shall be as follows:
  - a) Part-time employees employed as Attendants or in Maintenance shall respectively receive the Attendant Grade 3 or Maintenance Grade 3 hourly rates set out in the full-time collective agreement in force from time to time.
  - b) Wage rates for the students during the term of the collective agreement appear in the full-time collective agreement.

**ARTICLE 7 – HOURS OF WORK**

- 7.1 All hours worked in an excess of 40 hours per week shall be paid for at the rate of one and a half times the normal hourly rate.
- 7.2 Any employee who is reporting sick or is going to be absent for any reason will give the Director of Operations or his designee reasonable notice before the start of his scheduled shift to allow for a replacement to be sent to his work station before the start of the shift. Such notice is required except in cases of emergency, where notice cannot be given and where the circumstances are explained to the Director of Operations.

- 7.3 Any employee reporting back to work after any period of absence will give the Director of Operations or his designee reasonable notice before actually reporting for work.
- 7.4 Any change of address or telephone number must be reported to the Director of Operations or his designee, in writing, within 5 days after such change.
- 7.5 Any employee who is reporting under Section 7.2 or 7.3 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.
- 7.6 All hours worked by part-time employees who are members of the bargaining unit, between the hours of 7 p.m. and 7 a.m. Monday to Sunday as part of their normal work week, shall be considered shift work and thereafter shall be paid an additional eighty-six (86) cents per hour in addition to the hourly rate. The shift premium adjustment will be made annually based on the negotiated wage percentage increase or decrease. Shift hours premium shall not be paid in respect of those hours for which overtime is paid.

#### **ARTICLE 8 – VACATIONS**

- 8.1 All part-time employees who are employed for one year and who work on a regular weekly basis throughout the entire year, shall be entitled to an annual vacation of 3 weeks with pay, calculated at 6% of annual earnings.
- 8.2 Seniority shall be the ruling factor in the choice of vacation dates.
- 8.3 Where a part-time 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.
- 8.4 Each part-time 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.
- 8.5 A part-time employee shall be entitled to receive his vacation in an unbroken period provided it is mutually agreed upon between the part-time employee concerned and the employer.
- 8.6 The calculation of money, if any, to be paid to any employee in respect of vacation shall be based on the calendar year commencing January 1 and concluding December 31 of the same year. Said vacation monies receivable shall be paid not later than December 31 of the year in respect of which they are to be paid.
- 8.7 Students will be allowed an unpaid leave of absence of up to 10 consecutive working days during the months of May, June, July, and August if such request is made to their supervisor in writing no later than 14 calendar days in advance, subject to seniority and operational needs.

- 8.8 Students will be paid vacation pay at 6% of annual earnings calculated in accordance with article 8.6.

### **ARTICLE 9 – STATUTORY HOLIDAYS**

- 9.1 Where an employee has been continuously employed for three months and has earned wages on at least twelve days during the immediately preceding four weeks, he shall, subject to subsection (3) receive a holiday on the following days:

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. Family Day

He shall also receive an amount equal to his hourly rate multiplied by the average number of hours worked per day in the previous pay period.

- 9.2 The provisions of Article 9.1 also apply for part-time employees with respect to the following days:

1. Remembrance Day (each year whenever such day does not fall on a Saturday or a Sunday)
2. Easter Monday

- 9.3 This article shall not apply to an employee who, for whatever reason, fails to work his scheduled day of work most nearly proceeding or most nearly following the holiday in question unless such absence is certified as sickness by a recognized Medical Practitioner.

- 9.4 Where the employee works on a holiday set out in subsection (1) and (2) above, he shall be paid at a rate of one and one half (1 ½) times his normal hourly rate, and where the employee is entitled to the holiday with pay, his regular wages in addition thereto.

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

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

As per full-time collective agreement, Article 14.

## **ARTICLE 11 - UNIFORMS**

- 11.1 All employees shall be issued and will wear a uniform as follows:
- 2 black pleated pants or shorts
  - 2 of the grey button down shirts (L/S) or grey button down shirts (S/S) or polo shirt
  - 1 sweater
  - 1 3-in one parka with removable fleece liner/windbreaker
  - 1 tie (clip on or regular)
  - 1 baseball cap
  - 1 toque
  - Identification badge
- 11.2 Maintenance of the uniforms will be the responsibility of the employee.
- 11.3 All items of the uniform are the property of the Authority and shall be returned to the Authority.

## **ARTICLE 12 – LEAVE OF ABSENCE**

- 12.1 Employees requesting permission for short periods of absence from their place of employment shall make verbal request to the supervisor. Such request shall not be unreasonably denied.
- 12.2 An employee seeking leave of absence:
- a) for jury duty;
  - b) where subpoenaed as a witness in a civil or criminal proceeding; or
  - c) for the purpose of receiving Canadian citizenship,

shall give notice to the Authority as soon as is reasonably practicable. Where such notice is given, the Authority shall make a reasonable effort to reschedule the employee so as to avoid a loss of hours. An employee seeking leave of absence for the purpose of receiving Canadian citizenship shall be paid in accordance with appropriate legislation.

- 12.3 **BEREAVEMENT LEAVE** - An employee who has completed his probationary period and 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 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 vacation or 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.

12.4 PREGNANCY LEAVE - 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 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 advise 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 regular position in a manner that would 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 her pregnancy leave period the onus is on the employee to report in writing her readiness to resume duties.

12.5 PARENTAL LEAVE – Parental leave without pay shall be granted to an employee who has worked for the Authority at lest 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.

#### 12.6 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) 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.
- d) 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 13 - EXPENSES**

- 13.1 **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.
- 13.2 **TELEPHONE CALLS** - The Authority shall reimburse employees for local telephone calls that are made on a pay phone by employees 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.
- 13.3 **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.
- 13.4 The Authority will provide an optical benefit to each seniority part-time employee. Effective the 1st of the month following the date of receipt of written notice of ratification, this benefit may be claimed in respect of optical expenses incurred for every two year period by the part time employee or one designated dependent, up to one hundred and twenty-five dollars (\$125.00) each.
- 13.5 The Authority will provide coverage towards the purchase (not repair) of hearing aids on the written prescription of a physician, up to a maximum of two hundred and fifty dollars (\$250.00) for each part-time employee.

### **ARTICLE 14 – WORKPLACE SAFETY AND INSURANCE BOARD**

- 14.1 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.
- 14.2 All cheques receivable from third parties by the Authority in settlement of claims shall be made payable to the Toronto Parking Authority.
- 14.3 The Authority's Solicitor shall furnish the Authority's Director, Finance and Administration, with a statement of costs for the service of his department together with a statement of any other legal costs incurred.
- 14.4 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.

## **ARTICLE 15 - REPRESENTATION**

As per full-time collective agreement, Article 26.

## **ARTICLE 16 - FEMININE CONTEXT**

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

## **ARTICLE 17 - GENERAL**

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

## **ARTICLE 18 – HEALTH & SAFETY**

- 18.1 The Toronto Parking Authority agrees to establish a Health and Safety Committee as required by the Occupational Health and Safety Act.
- 18.2 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 19 - COMMUNICATIONS BETWEEN THE PARTIES**

- 19.1 For the purposes of communication, the address of the Authority is 33 Queen Street East, Toronto, Ontario, M5C 1R5; the address of Local 416 is 110 Laird Drive, Toronto, Ontario M4G 3V3.
- 19.2 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 the date as shown by the postmark on the envelope.

## **ARTICLE 20 - TERMINATION**

- 20.1 This agreement shall come into force on April 1, 2008 and shall remain in force until the 31<sup>st</sup> day of March, 2013, 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.

20.2 There shall be no strikes or lock-outs as defined in the Ontario Labour Relations Act so long as this agreement in its entirety continues to operate.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
George K. Soulis, Chair

\_\_\_\_\_  
Mark Ferguson, President Local 416

\_\_\_\_\_  
Gwyn Thomas, President

\_\_\_\_\_  
Karen McNama, CUPE National Representative

\_\_\_\_\_  
Sarah Declerck , CUPE National Representative

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Hugh Hanlon, Unit Chair Local 416

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Patrick Lenathen, Vice Chair Local 416

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John Tabakos, Local 416