

Unit No. 116

SOURCE	Union
EFF.	940101
TERM.	951231
No. OF EMPLOYEES	163
NOMBRE D'EMPLOYÉS	30

COLLECTIVE AGREEMENT

BETWEEN

CITIPARK INC.

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
CHARTERED BY THE SEIU, AFL, CIO, CLC

EFFECTIVE: JANUARY 1, 1994

EXPIRY: DECEMBER 31, 1995

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BETWEEN:

CITIPARK A DIVISION OF CITICOM INC.  
(hereinafter called the "Company")  
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 204  
Chartered by the SEIU, AFL, CIO, GLC  
(hereinafter called the "Union")  
OF THE SECOND PART

### ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Company and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

### ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole collective bargaining agent for all its employees in Metropolitan Toronto save and except supervisors, maintenance foremen and auditors, persons above the rank of supervisor, maintenance foreman and auditor, office staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period,

2.02 Where the masculine pronoun is used in this agreement,, it shall mean and include the feminine pronoun where the context so applies.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that it is the function of the Company to manage the affairs of its business and to direct the Company's personnel in compliance with the provisions of the present labour agreement. The rights not limited herein remain within the jurisdiction of the Company.

3.02 The Union recognizes that the Company has the right to sub-contract. Sub--contracting does no% mean a contract between an employee subject to this Agreement and the Company. No employee will be terminated , laid off or suffer a reduction in hours of work as a result of sub-contracting.

3.03 For the purpose of maintaining discipline, reinforcing the security and economy of the operations and to protect persons and property for any other reasonable purpose, the Company has the right: to make, change or alter from time to time the rules and regulations governing discipline in the buildings, premises and lots and the Company shall post the said rules and regulations to guide the behaviour of all employees in the said buildings, premises and lots. All employees shall be obliged to conform and adhere to the said regulations. If an employee is suspended or dismissed, he shall be advised in writing and a copy shall be remitted to the Union as soon as possible.

3.04 On request, the employee jointly with the Union delegate shall acknowledge receipt in writing of any disciplinary notice or any warning but the employee's signature shall in no way constitute an acceptance of the validity of the disciplinary measure or warning.

3.05 The Company shall have the right from time to time to transfer any employee or employees from one building, premises and/or lot to another and/or exchange any employee and/or employees from different buildings, premises and/or lots. The Employer will advise the employee of the reasons for the transfer and seniority shall be considered where transfer; result in scheduling difficulties for employees,

The Company will endeavour to provide at least one (1) week of notice to the affected employee, unless impractical.

#### ARTICLE 4 - UNION SECURITY AND COLLECTION OF DUES

4.01 The Company shall deduct and remit to the Union the amount of dues as prescribed by the Union from time to time, commencing in the month following the month of hire.

4.02 The Employer shall deduct the Union dues from the first pay cheque of each employee each month and shall send all of the monies so collected to the Secretary-Treasurer of the Union on or before -the 25th day of the month in which the deductions were made together with a list of the names and current addresses of the employees from whose pay cheques deductions have been made and, also the names and current addresses of any employees terminated or hired since the last payment. Such lists shall also contain their social insurance numbers.

4.03 The Company shall not be liable in any way to the Union or to any employee for any error in deducting or failing to deduct or in remitting and in the event of any such error the Union and the employee shall adjust the matter between themselves without recourse against the Company,

4.04 The Union shall indemnify and save the Company harmless from any and all claims, demands, suits or other forms of lia-

bility that shall arise out of or by reason of the applications of this Article.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "strike" and "lock-out" shall be defined as per The Labour Relations Act.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6.01 It is mutually agreed that where negotiations for the renewal of this collective agreement are conducted between the Company and the Union, the Union will elect or otherwise select a negotiating committee consisting of four (4) representatives, one of which shall be the Chief Steward. All members of the committee shall be regular employees of the Company who have completed their probationary period. The Company will reimburse these employees for -time lost from working while negotiating with the Company up to and including conciliation.

6.02 The Company will recognize a Union Administrative Committee which shall consist of a Chief Steward and six (6) stewards all selected from the members of the bargaining unit, not more than two (2) of which committee members shall meet with the Management at any one time. The Company shall be advised of the names of members of this committee and shall be notified of any changes from time to time. All members of the committee shall be full time employees of the Company who have completed their probationary period.

6.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that all activities of the Committee will be carried on outside the regular working hours of the members hereof, unless otherwise mutually arranged.

6.04 The privileges of the stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged employee.
- (b) The time shall be devoted to the prompt handling of necessary Union business.

- (c) The steward concerned shall obtain the permission of the foreman concerned before leaving his work. Such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported in accordance with time keeping methods of the department in which the steward is employed.
- (e) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

## ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the agreement as quickly as possible.

7.02 No grievance shall be considered where the events giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

7.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

step No. 1 - An employee having a grievance shall refer it in writing to his immediate supervisor. The supervisor shall reply to the employee, giving the answer to the complaint or questions within five (5) working days from the date of submission.

Step No. 2 - If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the employee, who may request the assistance of his or her steward shall submit the grievance in writing to the district manager. A meeting will then be held between the district manager or his designated representative and the employees at a mutually agreeable time. It is understood that at such a meeting the district manager or his designated representative may have such counsel and assistance as he may desire and that the employee may have his steward and that the business agent of the Union or an International Representative of the Union may also be present at the request of either the employee or the Company. The decision of the district manager or his designated representative shall be given in writing within five (5) working days following the meeting.

step No. 3 - Should the district manager or his designated representative fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Company or the Union.

If no written request for arbitration is received within five (5) working days after the decision under Step No. 2 is given or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

7.04 Any of the time allowances above may be extended by mutual agreement of the parties in writing.

7.05 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

7.06 Section 44 (6) of the Ontario Labour Relations Act does not apply to this collective agreement if there is a failure to meet the time limits herein and the grievance shall be deemed to be abandoned.

#### **ARTICLE 8 - DISCHARGE CASES**

8.01 A claim by an employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the district manager at Step No., 2 of the grievance procedure within five (5) working days after the employee ceases working for the Company. Such special grievances may be settled by:

- (a) confirming the Management's action in dismissing the employee, or
- (b) reinstating the employee with full compensation for time lost, or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

8.02 When an employee has been dismissed without notice he shall have the right to be interviewed by his steward for a reasonable period of time before leaving the premises,

#### **ARTICLE 9 - COMPANY GRIEVANCE**

9.01 The Company may institute a grievance in writing at Step No. 2 of the grievance procedure by forwarding a written statement of said grievance to the business agent of the Local Union,, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the business agent of the local Union shall give his

decision in writing five (5) working days after receiving the written grievance and,, failing settlement, the grievance may be referred to arbitration by the Company in accordance with Step No. 3 of the grievance procedure.

#### ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint a third member and Chairman of the Board of Arbitration.

10.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

10.03 Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own arbitrator and one-half of the expenses and fees of the Chairman.

10.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable shall be arbitrable.

10.05 The Board of Arbitration shall have no power to alter,, add to, subtract from,, modify or amend this Agreement in order to give any decision inconsistent with it, The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern,

10.06 All agreements reached under the grievance and arbitration procedures between the Company and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

10.07 Any grievance involving the interpretation or application, administration or alleged violation of this agreement which has been disposed of hereunder shall not be made the sub-



ject of another grievance. No costs of any arbitration shall be awarded to or against any party.

#### ARTICLE 11 - SENIORITY

11.01 A new employee shall be known as a probationary employee until he has worked sixty (60) days which shall include any approved leaves of absence to a maximum of five (5) working days. It is agreed that the dismissal or layoff of a probationary employee shall not be made the subject of a grievance.

11.02 The seniority of an employee who has completed the probationary period shall date sixty (60) days prior to the date on which the employee completed his probationary period.

11.03 In all cases of promotion, demotion, transfer, layoff and recall, the Company shall consider the following factors and where, in the judgement of the Company, factor (b) is relatively equal as between two (2) or more employees, seniority shall govern:

- (a) seniority;
- (b) ability to perform work.

11.04 A seniority list showing the employee's name, date of hire, number with the Company, job classification and status shall be made up by the Company in January and July of each year. One (1) copy shall be posted on the bulletin board and one (1) copy shall be supplied to the Union and one (1) copy for the committee members. Any error in the said list shall be taken up with the Company within one (1) week after the list has been posted after which it shall be considered to be final.

11.05 Seniority status, once acquired, will be lost only for the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause, and the discharge is not reversed through grievance procedure;
- (c) except for those employees covered by Article 11.05(d) is off work in excess of twelve (12) months or length of seniority, whichever is less;
- (d) is off work in excess of eighteen (18) months or length of seniority, whichever is less, due to a continuous illness or accident which is confirmed by a doctor's certificate;
- (e) absence for three (3) consecutive working days without notifying the Company, unless a reason satisfactory to

the Company is given in which case such employee shall be deemed to have quit the employ of the Company without notice;

- ( f ) failure to notify the Company of intention to return to work within forty--eight (48) hours of being notified of recall by registered mail or failure to return to work within three (3) calendar days after being notified of recall. Registered mail sent to the most recent employee s address on his employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Company informed of his current address.

#### 11.06 Layoff and Recall

- ( a ) In the case of a work shortage requiring a layoff, employee's shall be laid-off in reverse order of their seniority with the employer, provided the reamining employees are fully qualified and able to do the work which is available.
- ( b ) An employee about to be laid off may bump a junior employee provided the requirements set out in 11.06( a ) are met.
- ( c ) An employee who is subject to layoff shall have the right to accept the layoff or exercise his/her rights under 11.06(b) . An employee who accepts layoff will be required to accept recall when offered in order to maintain his/her seniority with the company.
- ( d ) Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and able to do the work which is available.
- ( e ) No new employees shall be hired until employees on lay-off have been given full opportunity of recall in accordance with this article and pursuant to paragraph 11.05.

11.07 Notwithstanding any other provisions of the collective agreement par-t-time employees will be laid off before regular full-time hours of week are reduced on a location to location basis.

The part-time complement of workers will not be increased at the expense of full-time positions.

#### ARTICLE 12 - TRANSFERS

12.01 When an employee is temporarily assigned to work on a job which carries a higher rate of pay than the employee's regular

job, the employee will be paid at the higher rate for the full day provided he works at 'the temporary job for a minimum of one (1) hour in that day.

12.02 When it is necessary to transfer an employee temporarily from 'his regular job to another which normally carries a lower rate of pay, the rate of the employee's regular job will be paid.

12.03 Should, however, an employee be transferred to a lower paying classification in preference to temporary layoff due to lack of work, the said employee shall then be paid the classification wage rate of the temporary job to which he has been temporarily transferred.

12.04 Any employee who wishes to be considered for a transfer or vacancy shall so inform the personnel office in writing. These requests shall lapse after a period of six (6) months and employees wishing further consideration shall renew the request in writing every six (6) months.

12.05 In the event a lot ceases to operate the following options will prevail.

- (a) Where at all feasible the Employer will attempt to place the displaced employee on the requested shift(s) with due regard to seniority.
- (b) If this proves impossible then the employee will be offered alternative employment in accordance with Article 11.06.
- (c) If the employee is unwilling or unable to accept the position offered in (b) he will be placed on lay off status and recalled when a position on the shift(s) he has chosen becomes available.
- (d) If the employee decides to forego a preferential shift as per (c) he will inform the Employer in writing and be offered the next available position when available.

### ARTICLE 13 - JOB POSTING

13.01 In the case of a job vacancy, a written notice of the vacant position will be provided to all eligible employees who have written to the personnel office in accordance with Article 12.04 and a copy of such notice will be sent to the union,, in order to give all employees who are interested an opportunity to bid for the job. The Company reserves the right to decide if and when the vacancy is to be filled even after it has been posted and a successful candidate selected.

#### ARTICLE 14 - BULLETIN BOARD

14.01 The Company agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board at the personnel office or such other location as may be designated by the Company after notice to the Union, It is agreed that no notice will be posted on the bulletin board without prior written approval by the Company.

14.02 The Company shall provide employees with a copy of all Union notices with their pay cheques provided that the following conditions are satisfied:

- (a) All union notices must be received by the Company's Personnel Office for Toronto at least one (1) week before pay day in order to be given to the employees,
- (b) The Company shall not guarantee the receipt of such notices and shall not be responsible for any loss of or damage to such notices.
- (c) These notices shall be signed by a duly authorized Union representative.
- (d) Such posted documents shall not contain any remarks directed against the parties involved, their members or their representatives.

#### ARTICLE 4 5 - LEAVE OF ABSENCE

15.01 The Company may grant a request for a leave of absence without pay for extenuating personal reasons provided that it receives at least one week's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Company's business. Applicants when applying must indicate the date of departure and specify the date of return.

Requests for leave shall be made to the District Manager, If the request is denied, the manager will state specifically why the request has been denied and if possible the employee will be informed of an available time period when the leave may be approved.

15.02 If leave of absence is granted, the employee shall be advised in writing with copy to the Union.

15.03 An employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission in writing, shall be considered to have terminated his employment without notice.

15.04 Leave of absence for pregnancy without pay shall be granted in accordance with the Employment Standards Act of Ontario.

15.05 The Company shall grant leaves of absence without pay to employees to attend Union. Conventions, Seminars, Education Classes or other Union business. The Union agrees that in making requests for leave of absence that it does not unduly affect the proper operations of the Company's business. NO leave will be granted to two or more employees working at the same location. Leaves of absence will be granted according to the following conditions:

- (a) Leaves of absence will not be requested for more than three (3) employees in any calendar year.
- (b) No employees will be granted more than three (3) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than seven (7) days.
- (d) The cumulative leave of absence under this article will not exceed twenty-eight (28) days in any calendar year.

For such leave of absence the Union must give fourteen (14) days clear notice to the Company in writing.

#### **ARTICLE 16 - BEREAVEMENT**

16.01 In the event of a death in the immediate family, an employee shall be granted upon request three (3) consecutive days bereavement leave, without loss of regular earnings, "Immediate family" shall mean father, mother, child, spouse, brother, sister, grandparent and grandchild.

16.02 In the event of the death of an employees father-in-law, mother-in-law, son-in-law or daughter-- in-law, employees upon request, shall be granted, without loss of regular earnings, one (1) days bereavement leave.

16.03 The employer may request proof of bereavement.

#### **ARTICLE 17 - HOURS OF WORK AND OVERTIME**

17.01 The following is intended to define the normal hours of work for the full time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or of days of work per week.

17.02 The normal work week shall be forty-four (44) hours a week, ten (10) hours per day for a total of forty-four (44) hours per week depending on the time schedule or shift arrangement of such employee. An employee shall receive payment at the rate of one and one-half times his regular hourly rate for all work performed on any of the holidays set out in Article 21 in addition to any holiday pay to which he may be entitled. Spareman and night shift premiums shall be considered part of the regular hourly rate for employees who normally receive these premiums.

17.03 All work after forty-four (44) hours of work per week or after ten (10) hours per day shall be compensated on the basis of time and one-half. The Company will endeavour to distribute the opportunity to work overtime on an equitable basis among the employees in the applicable job classification.

17.04 No disciplinary action can be taken against any employee for refusing to work overtime for a legitimate and reasonable explanation which shall be given in advance to the Company.

17.05 If any employee is asked to work overtime on any scheduled day off, such overtime shall be for a minimum of four (4) hours.

17.06 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime by mutual agreement.

17.07 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

17.08 Work schedules covering a two-week period will be posted as far in advance as possible.

17.09 When the employee is required to deposit the revenue collected during his shift, and he is required to leave the premises to do so, he will be permitted to leave ten (10) minutes prior to the end of his shift to make the deposit, and will be paid to the end of his shift.

17.10 There shall be a minimum turn around of 12 hours between the end of one shift and the start of the next. Where this requirement is not met, overtime payments will be made for the entire second shift.

17.11 The parties agree that supervisors will not perform bargaining unit work if such work results in the lay off or reduction of earnings of a bargaining unit member.

**ARTICLE 18 - REPORTING ALLOWANCE**

18.01 If an employee reports for work at the regularly scheduled time for his shifts and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate of pay provided that:

- ( a) the employee has not been *previously* notified by the Company to the contrary, either orally or by message left at the employee's residence;
- (b) if requested by the Company the employee shall perform a minimum of four (4) hours of such available work as the Company may assign.

18.02 Article 18.01 shall be waived and not binding upon the Company in case of any labour dispute or emergency such as fire, flood, etcetera, and power shortage which disrupt the operation of the business nor shall it apply to employees returning to work without notice after absence.

**ARTICLE 19 - CALL BACK PAY**

19.01 An employee called back to work after a completed day's work (10 hours) shall be credited with one (1) hour's pay at his regular rate of pay upon reporting back to work. For working time, the employee shall receive that hour and all time worked to be paid at the overtime rate within a minimum of two (2) hours.

**ARTICLE 20 - PAY DAYS**

20.01 The Company agrees that wages will be paid weekly on Thursday during the working hours.

20.02 Upon termination or layoff the employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he terminated or was laid off if possible.

20.03 The job classification for each employee shall be shown on his weekly payroll advice notice.

**ARTICLE 21 - PAID HOLIDAYS**

21.01 Employees who have completed their probationary period shall receive the following paid holidays with pay:

New Year's Day  
Good Friday  
Victoria Day

Civic Holiday  
Labour Day  
Thanksgiving Day

Dominion Day  
Christmas Day

Boxing Day

21.02 Where one of the above-named paid holidays falls on a Saturday or Sunday an alternative day may be designated by the Company as the paid holiday.

21.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

21.04 In order to be entitled to payment for a holiday,, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday provided that an employee who fails to so work due to layoff or illness which was verified to the satisfaction of the Company, shall not thereby be disqualified from receiving holiday pay provided he has worked on one or more of the five (5) working days prior to the holiday and returns to work on any of the five (5) working days following the holiday.

21.05 An employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified to the satisfaction of the Company in which case the employee will receive holiday pay as stipulated in Article 21.01.

21.06 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof or the employee shall receive a day's pay at the option of the employee.

## ARTICLE 22 - VACATIONS

22.01 For the purpose of calculating eligibility, the vacation year shall be the period from May 1st in any year to April 30th of the following year.

22.02 Employees with one (1) year of service on or before the cut off date of the current year shall receive two (2) weeks (10 days) vacation. Vacation pay for such employees will be 4% of gross earnings for the vacation period.

22.03 Employees with four (4) years of service on or before the cut off date of the current year shall receive three (3) weeks (15 days) vacation, Vacation pay for such employees will be 6% of gross earnings for the vacation year.

22.04 Employees with ten (10) years of service on or before the cut off date of the current year, shall receive four (4) weeks or (20 days) vacation, Vacation pay for such employees will be 8% of gross earnings for the vacation year.



22.05 Employees with twenty (20) years of service on or before the cut off date of the current year shall receive five (5) weeks or (25 days) vacation. Vacation pay for such employees will be 10% of gross earnings for the vacation year.

22.06 Vacation pay shall be paid to all employees in advance of their vacation on a separate cheque.

22.07 Each employee shall notify the Company by April 1st of each year, the period during which he or she desires to take the vacation above provided for. Such vacation will be arranged provided it does not unnecessarily inconvenience the operations of the Company during the said period. Subject to these limitations, seniority will be the governing factor in choice and assignment of vacations.

### **ARTICLE 23 - UNIFORMS**

23.01 Where a designated uniform is required to be worn by any employee, such uniforms and/or special articles of wearing apparel shall be supplied by the Company including summer pants,

23.02 When an employee leaves the employ of the Company he shall be required to return all uniforms and/or special articles of wearing apparel issued to him.

23.03 During his employment an employee shall launder and look after and repair the designated uniform or special wearing apparel supplied to him by the Company.

23.04 The Employer will replace winter outerwear as needed at no cost to the employee, provided the original issue is returned. Employees who fail to return jackets will be required to purchase same at company cost.

### **ARTICLE 24 - RATES OF PAY**

24.01 Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

24.02 The Company agrees to pay a premium of forty cents (40 cents) per hour for all hours worked between 10:00 p.m. and 7:00 a.m.

24.03 Employees while -training new employees will receive thirty cents (30 cents) per hour bonus,

## ARTICLE 25 - WELFARE BENEFITS

25.01 Commencing upon ratification of this Agreement, all full time employees who have completed at least six (6) months service with the Company and who are actually at work, are eligible for company paid coverage under the Extended Health and Prescription Drug Plan. Such plan will be arranged by the company and a brochure outlining the benefits and eligibility requirements will be provided. In the event of lay off, the Employer agrees to pay the full cost of the premiums for the Extended Health and Prescription Drug Plan for 3 months.

25.02 Full time employees with one (1) or more years with the Company will be eligible for a total of six (6) sick days per calendar year, Sick leave is for the sole purpose of protecting an employee against loss of income when he is legitimately sick or disabled. Employees will be paid for such absence upon the presentation of an acceptable doctor's certificate stating the period of time for which the employee required sick leave. Should an employee terminate his/her employment with the company prior to the end of any calendar year, having used more than one-half (1/2) day per month as of his/her termination date, the excess sick leave will be paid back to the Company from the employees final pay cheque.

For purposes of clarity, each employee with more than one (1) year of service will begin each calendar year with six (6) sick days. Employees reaching one (1) year of service during any calendar year will have their sick days prorated on a monthly basis.

25.03 Unused sick leave eligibility shall be allowed to accumulate from year to year to a maximum of thirty (30) days. Employees with unused sick leave will not be eligible for a cash out privilege.

In January of each year, the Company will supply each employee and the Union with a list showing the remaining balance of unsued sick days,

On termination of Employment, cash out of accumulated sick leave credits will be granted at 50% of current: rates of pay up to a maximum of 30 days, Employees terminated for cause and not reinstated through the grievance procedure will not qualify for this cash out.

25.04 Notwithstanding the provisions of section 25.02, an employee who is sick in excess of five (5) working days, will be required to present an acceptable doctor's advice stating the required sick leave time regardless of his/her sick day repayment eligibility.

## **ARTICLE 26 - WORKERS' COMPENSATION**

26.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the Company shall forward copies of relevant correspondence to the employee and the following shall apply:

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for the following eleven (11) months.
- (b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An employee will not be eligible for paid holidays, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (d) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current years vacation entitlement under the terms of the agreement.

26.02 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 13) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

## **ARTICLE 27 - RETROACTIVITY**

27.01 The rates of pay shown in Schedule "A" shall be paid retroactively to the 1st day of January 1994 or the date of commencement of employment, whichever is later, for all employees currently employed by the Company on the date of signing of this agreement.

## **ARTICLE 28 - TECHNOLOGICAL CHANGE**

28.01 The Company agrees to notify the Union in advance, as soon as practical, of any technological changes which the employer has decided to introduce which will significantly change the status of the employees within the Bargaining Unit.



The Company agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

**ARTICLE 29 - BANK DEPOSITS**

29.01 Parking attendants are responsible for depositing the entire amount of receipts for parking charges. The Company shall continue its practice with regards to cash shortages, in compliance with Section 8 of the Employment Standards Act and Section 15 of Regulation 285 passed pursuant to the Act. Employees shall have the right to grieve any improper deduction from their wages.

**ARTICLE 30 - TERMINATION**

30.01 This agreement shall remain in force from the first (1st) day of January 1994 to the Thirty-first (31st) Day of December 1995 and shall continue in force from year to year thereafter unless in the second year not more than ninety (90) days, and not less than thirty (30) days, before the end of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED AT TORONTO this 13<sup>th</sup> day of July 1994.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 204, CHARTERED BY THE  
SEIU, AFL, CIO, CLC

CITIPARK A DIVISION OF  
CITICOM INC.

*A. Fera*  
*P. Thawan*  
*Wilson Abbott*  
*[Signature]*  
*[Signature]*

*P. S. Hannah*  
*Caroline J. [Signature]*  
*[Signature]*

AF/OP

SCHEDULE "A"

JOB CLASSIFICATION AND  
HOURLY RATES OF PAY

EFFECTIVE JANUARY 1, 1994

Classification	s-tart	1 Year	2 Years	3 Years
Attendant.	\$ 7.80	\$ 7.85	\$ 8.00	\$ 8.35
Maintenance Labourer	8.70	8.75	a. 90	9.25
Maintenance Machine Operator	10.70	10.75	10.90	11.25

\*All former "B" attendants will be placed in the 2 year attendant rate effective January 1, 1994 and progress to the top rate effective January 1, 1995.

EFFECTIVE JANUARY 1, 1995

Classification	Start	1 Year	2 Years	3 Years
Attendant	\$ 8.05	\$ 8.10	\$ 8.25	\$ 8.60
Maintenance Labourer	8.95	9.00	9.15	9.50
Maintenance Machine Operator	10.95	11.00	11.15	11.50

\*Spareman will receive a fifty (50) cents per hour premium above the attendant rates noted above,

Spareman Designation

Employees designated as spareman must be able to perform all duties in both automated and non-automated lots. Spareman will normally be assigned hours of work in accordance with Article 17.02. If their hours of work are reduced for any reason they may exercise their rights in accordance with Article 11.06. While they may have to work different shifts all attempts will be made to provide regular straight shift assignments in accordance with the employees seniority within the classification. Schedules will be assigned as far in advance as possible.

LETTERS OF UNDERSTANDING

Re: Lead Hands

All former lead hands will have their rates of pay red circled at \$8.55 per hour until January 1, 1995 at which time their rates will be adjusted to the top rate of the attendant classification.

2. Re: Travel Reimbursement

When an employee is required to move between locations while on duty, he will be entitled to reimbursement, when authorized as follows:

The employee's supervisor will reimburse the employee for bus fare or vehicle mileage at Company rates, when required to use his own transportation. Reimbursement will be made at time of move by the supervisor upon signing of a proper receipt.

FOR SEIU LOCAL 204

FOR CITIPARK INC.

	
	
	
	
	
	