

COLLECTIVE AGREEMENT

FULL AND PART-TIME AGREEMENTS

Between

**THE PARKING AUTHORITY OF
TORONTO**

and

**THE METROPOLITAN TORONTO CIVIC
EMPLOYEES' UNION LOCAL 43**

Expiry Date August 31st, 1993



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THIS AGREEMENT made as of the 20th day of November
1991.

BETWEEN

THE PARKING AUTHORITY OF TORONTO

(hereinafter called the "Authority")

OF THE FIRST PART

-and-

**THE METROPOLITAN TORONTO CIVIC
EMPLOYEES' UNION LOCAL 43
AFFILIATED TO THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND THE CANADIAN
LABOUR CONGRESS**

(hereinafter called Local **43**)

OF THE SECOND PART

WHEREAS the Union **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 the Union 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 The Parking Authority of Toronto for a position which comes within the bargaining unit described in the preamble and who is on the active payroll of The Parking Authority of Toronto and receiving thereby wages.

ARTICLE 2 UNION MEMBERSHIP

2.1 The Authority will only retain in its employ members in good standing. The Union shall be the sole judge of the good standing of its members and any employee who shall hereafter cease to be a member in good standing shall, on prior notice to the Authority, be discharged immediately, subject to ~~the~~ terms ~~of the~~ following paragraph.

2.2 The Authority and the Union agree that no employee shall in any manner be ~~discriminated against~~, coerced, restrained or influenced because of creed, race, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, disability, membership or non-membership in any labour organization, or by the acts or deeds of any dependant of the employee.

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 the Union by the end of the month in which deductions are made.

2.4 New employees shall become members of the Union 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 the Union to the Authority within seventy-two (**72**) hours of such appointment.

2.7 The Parking 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 **43**.

2.8 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.

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The Union acknowledges that it is the exclusive function of the Authority ~~to~~

3.2 Maintain **order**, discipline, 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 a

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 day on which his employment began.

4.2 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.

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, probationary employees shall not have recourse to the grievance procedure with regard to any disciplinary action including discharge taken by the Authority.

4.4 Seniority shall date back from the first day of employment. Entry into the accumulative Sick Leave Plan, the Day 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 the Union.

4.6 The last employee in any classification, 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 Administration Manager.

4.8 Shift Preference

Employees, at any time, may make a written request for a change of shift, or classification. Such requests will be directed to the Director 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 the Union. The two classifications are Attendants and Maintenance employees.

5.2 Advancement within the Attendant 3, 2, and 1 grades will be based on service as set out in Schedule A. The Authority, at its discretion, may promote an employee to a higher attendant grade and may redesignate the same promoted employee to a lower grade as defined by service in Schedule A without interference with progression of attendants by service.

5.3 If job appraisals of any employee continue to show poor or deteriorating performance, such performance, together with management's possible intention to reclassify will be made in writing, under cover, to such employee by the Director of Operations.

5.4 Any employee personally discussing such written notification with the Director of Operations may be accompanied by his Shop Steward if he so wishes.

5.5 The Authority guarantees to maintain six maintenance Grade 1 and seven Maintenance Grade 2.

These apportionments are subject to semi-annual revision to economic fluctuations, closing of parking facilities. If no employees qualify to perform any maintenance job, the Authority can look beyond the Bargaining Unit to recruit a sufficiently qualified person to fill this vacancy.

5.6 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.

6.2 Probationary employees as in Article 4.1 of this agreement will be paid ten per cent (10%) per hour below the rates set out in the current schedule.

6.3 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 thirty-nine cents (.39) per hour for each hour of the shift in which he is responsible for the vehicle. Effective September 1, 1986 this driving bonus rate adjustment will be made annually based on the negotiated wage percentage increase or decrease.

6.4 Where such truck is either the tank truck or a combination stake and dump truck, the employee will be paid fifty-three cents (.53) per hour in addition to his normal wage rate instead

of the above-mentioned thirty-nine cents (.39) per hour figure. Effective September 1, 1986 this driving bonus rate adjustment will be made annually based on the negotiated wage percentage ~~increase~~ or decrease.

ARTICLE 7 PROMOTION

7.1 Where a vacancy **occurs** in maintenance classifications or a new bargaining unit position implemented, 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 President of Local 43.

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.

Applications for such vacancies or new bargaining unit positions shall be considered on the basis of any or all of the following: oral, written ~~or~~ practical testing, and on job appraisals.

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 will be notified of the results via payroll inserts.

All promotions within a classification shall be subject to three (3) months probation. A promotion **from** one classification to another shall be subject to six (6) months probation. Confirmation shall be effective immediately **upon** successful completion of the probationary 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 qualified applicant shall have the opportunity to fill the position. If the next two applicants are equally qualified,

seniority shall govern.

When a promotion is made on **the first working day** of a month, that month will be considered **as** the first month of the probationary period, provided that any employee so affected, shall be eligible for confirmation of his appointment on the first day of the fourth **(4)** month **as** the case may be or the first day of the seventh month, **as** the case may be.

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 union 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 Parking 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 Job Training

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.

7.6 In the event that a maintenance employee is temporarily promoted for a period of five consecutive scheduled working days or more, 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. Effective on the sixth consecutive scheduled working day the higher rate of pay will be retroactive to the first scheduled working day worked during the specific temporary promotion period.

7.7 In the event that a maintenance employee temporarily replaces an attendant for a period of five (5) consecutive scheduled working days or more, the maintenance employees' wage rate will be the higher of his own rate or the attendant rate as dictated by his seniority. Effective on the sixth scheduled working day, the higher rate of pay will be retroactive to the first scheduled working day worked during the specific temporary assignment.

ARTICLE 8 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.

8.1 The normal working week shall consist of five (5) eight-hour days.

8.2 All hours worked in excess of eight (8) hours on 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 8.1 hereof.

8.3 All hours worked in excess of forty (40) hours 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 8.1 hereof.

8.4 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 .64 cents 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 .90 cents per hour paid in addition to the normal hourly rate. The shift premium adjustment will be made annually based on the negotiated wage percentage increase or decrease.

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.

8.5 All Cashiers shall be allowed fifteen (15) minutes at the completion of their shifts to perform their required duties.

8.6 No Supervisor shall replace a Local 43 member for a period longer than two (2) hours unless in the case of emergency.

8.7 Each employee of the Parking 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 Parking 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.

8.8 Change of Shift - Where a regular shift of an employee coming within the 43 Unit 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.

8.9 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 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.

8.10 Any employee reporting back to work after any period of absence will give notice to the Director of Operations or his designee during normal office hours, which are between 7 a.m. to 7 p.m.

8.11 Any change of address or telephone number must be reported to the Director of Operations or his designee in writing within 72 hours after such change.

8.12 Any employee who is reporting under section **8.8, 8.9, 8.10** 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.

8.13 The Authority will distribute overtime within its respective districts on an equitable basis as possible.

8.14 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 drawing sick credits.

ARTICLE 9 VACATIONS

9.1 Employees shall receive vacation with pay as follows:

after completing 1 year's service	3 weeks
after completing 8 years' service	4 weeks
after completing 17 years' service	5 weeks
after completing 24 years' service	6 weeks

Effective 1 September 1990 delete 24 years' service and

replace with **23** years' service.

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

9.2 All employees who have been employed by the Authority for **twenty-five** consecutive years shall be entitled to **an** additional day of vacation with pay for each year in excess of **twenty-five** years up to a maximum of **30** years.

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

9.4 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.

9.5 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.

9.6 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 calendar days' prior written notice in advance to the Authority of **his** desire to receive his cheque.

9.7 An employee shall be entitled to receive his vacation in **an** unbroken period provided it is mutually agreed upon between the employee concerned and the employer.

ARTICLE 10 STATUTORY HOLIDAYS

10.1 All employees shall be entitled to the following holidays with full pay regardless of the days on which they may occur providing **such** payments does not contravene Article **13.2**:

1. New Year's Day
2. Good Friday
3. Queen's Birthday

4. Dominion Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day
10. Floating Day, Effective September 1, 1992, two (2) floating holidays
11. Remembrance Day each year whenever such day falls on a Monday, Tuesday, Wednesday, Thursday or Friday
12. ~~Easter~~ Monday

10.2 The Union 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 Director 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 Director 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 two (2) holiday lieu days during the year commencing 1 September 1989 and three (3) days commencing 1 September 1990.

10.3 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.

10.4 Whenever ~~any of the days so designated in Article 10.1~~ 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.

10.5 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 11 LEAVE OF ABSENCE

11.1 ~~On~~ application in writing 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 the Union to attend any stage of a grievance ~~dispute or~~ any conciliation or arbitration proceedings under this agreement.

11.2 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 being understood that the full amount does not include monies received on days other than his regularly scheduled work day with the Parking Authority or any monies received for ~~meal~~ allowance or travelling allowance.

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

11.4 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.

11.5 **An** employee shall be granted up to two days off with pay for the purpose of receiving Canadian citizenship.

11.6 (A) 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 13 weeks ~~as~~ follows:

- a) Pregnancy leave shall be for a 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 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 Parking 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.

B. 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 **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.

C. Provisions Applicable **to** Both Pregnancy and Parental Leave

- a) Seniority shall continue to accrue during pregnancy or parental leave.
- b) During pregnancy or parental leave, the Authority shall continue to make its contributions for the insured benefits plans provided under Article 13 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.
- c) **An** employee who continues on parental leave, where such

leave has been extended, shall have the option to continue benefit insured coverage under Article 13 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.

d) **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.

e) An employee who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article 13. An employee on pregnancy or parental leave is not entitled to sick leave pay.

f) **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.

11.7 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.

11.8 An employee will lose all seniority and be deemed **to** have terminated if **an** employee is absent from schedule work for a period of seven consecutive working days without notify-

ing the Authority of such absence and providing a reason **satisfactory to the employer.**

ARTICLE 12 GRIEVANCE PROCEDURE

12.1 It is the mutual desire of the Authority and the Union 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.

12.2 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 in order that he may be accompanied by a Shop Steward, if he wishes.

12.3 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 the Union and approved by the Authority, signed by the employee involved and lodged with the Authority's President through the Union's representative within **three** (3) working days of such dismissal or suspension. The President or his designee shall forthwith confer with the Business Agent or his representative. The Authority's President shall render a decision in writing not later than the third (3rd) working day thereafter.

12.4 In the event that the **decision** of the Authority's President or **his** designee is not acceptable, the Union 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.

12.5 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.

12.6 Whatever the decision of the Arbitration Board, it shall be final and binding on both parties.

12.7 Should any misunderstanding or controversy arise between the Authority and the Union 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 the Union, 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 FIVE (5) working days prior to its presentation as a written grievance in accordance with the procedure set out herein:

12.8 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 the Union and approved by the Authority, signed by the employee involved and submitted by the said employee to the Authority's Director of Operations in the presence of the Union representative. The Director of Operations 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.

12.9 STEP 2: If the decision of the Director of Operations 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 the Union and approved by the Authority, signed by the employee involved and lodged with the Authority's President, through the Union's representative, within TWO (2) working days of the Director of Operations' decision. The President or his designee shall forthwith confer with the Business Agent or authorized representative and shall advise Local 43 of his decision within THREE (3) working days of said conference.

12.10 STEP 3: After exhausting the grievance procedure herein, either party may **quest 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.

12.11 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 **12.3** which are to be initiated at Step **2** of the Grievance Procedure as provided therein.

12.12 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.

12.13 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 ~~threeman~~ Arbitration Board procedure will apply.

ARTICLE 13 FRINGE BENEFITS

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

13.1 Each employee shall receive a sick pay credit of one and one-half days (calculated on the basis of one day equals 8 hours times the employee's straight time hourly rate) for each month of "unbroken" service. Credits shall be cumulative as from the beginning of the first complete month after the commencement of duties.

Upon separation from employment with the Authority by retirement on account of age, provided that such employee has been in the employ of the Authority for a period of at least 10 years, he shall be paid 100% of his unused cumulative sick pay credits at the rate of pay effective immediately prior to retirement with a maximum of one hundred and thirty (130) days pay.

Upon separation from employment with the Authority by death or by resignation, provided that such employee has been in the employ of the Authority for a period of at least 10 years he shall be paid an amount equal to one half the unused cumulative sick pay of the employee at the rate of pay effective immediately prior to death or resignation with a maximum of one hundred and thirty (130) days pay.

In the event an employee dies while in the employ of the Authority an entitlement to severance provision as aforesaid shall be paid to such person or persons as such employee may designate by instrument in writing filed with the Authority and failing such designation to the estate of such employee.

In cases of dismissal for cause, the severance provision shall not apply.

No accumulative sick credit shall be paid until a year's continuous service is completed and then only in respect of sickness occurring after such year of continuous service.

For the purposes of this clause, service shall be broken by an employee's **absence from duty** (including during the probationary period) for the following reasons: lay-offs, suspensions, unauthorized leave, termination for cause, whenever an employee's sick leave credits are exhausted, or when the employee is not in receipt of wages.

Provided it is approved by the Authority, leave of absence without pay, for a personal reason, of up to three (3) consecutive working days shall not, for the purposes of this clause, be a break in service.

Leave of absence in excess of (three) 3 days when approved by the Authority excluding Union business and Article 13.18 shall constitute a **break** in service.

An employee may utilize not more than three (3) working days in each year of the term of the Collective Agreement in order to care for ill dependents. Such absence shall be deducted from the employee's bank of accumulated sick pay credits. The sick time used will not constitute a break in monthly service.

Employees will be given the option of taking their sick pay allowances as vacation time when retiring. This allowance is not to exceed the lesser of 130 days or the time accumulated in their sick bank.

13.2 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 Parking Authority offices to explain the nature of his sickness. In this event, the employee shall be accompanied by a shop steward or business agent if he so desires. In any event, if absence occurs on the day preceding and/or following a statutory holiday, an employee's day off, or a Sunday, no payment will be made for such absence, unless such absence is certified as sickness by a recognized Medical

Practitioner.

13.3 Where an employee is absent on sick leave and receiving a sick pay allowance 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.

13.4 Whenever an employee's sick leave credits are exhausted the employee will be required to notify management of any change of address. Management maintains the right to ask such an employee for further medical evidence pertaining to his absence from work even though the employee is not receiving any sick leave benefit.

13.5 The Authority shall provide Group Life Insurance of **\$15,000** plus additional accidental death benefits of **\$15,000** for each employee under the age of 65 years, the cost of which will be borne 100% by the Authority. Further, there shall be available to all employees under the age of 65, at the employee's option, a policy to provide for payment of up to two (2) times an employee's yearly salary, cost to be borne fifty per cent (50%) by the employer and fifty per cent (50%) by the employee.

13.6 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.

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

13.8 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 **\$400.00** per family each calendar year. The cost of such coverage will be borne one hundred per cent (100%) by the Authority.

Effective September 1, 1992 delete \$400.00 per family and replace with \$500.00 each employee plus dependent.

13.9 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.

The Authority will provide denture coverage on a 60% employer/40% employee co-insurance basis effective 1 September 1990. 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, rebasing or relining of dentures.

The above denture coverage (60% employer/40% employee) will replace the 50% employer/50% employee co-insurance that is now in place until 1 September 1990.

An Orthodontia Rider on a 50% co-insurance basis with a \$2,000.00 maximum lifetime benefit per employee and child for employee's dependent children under 21 years of age.

13.10 The cost of participation in a Drug Plan based on a \$15 - \$30 deductible formula shall be borne one hundred per cent (100%) by the Authority.

13.11 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 two hundred and fifteen dollar (\$215.00) 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 sixty dollar (\$60.00) optical benefit every two-year period to main-

tenance employees only, for the prescription safety glasses.

Effective September 1, 1992 delete two hundred and fifteen dollars (\$215.00) and replace with two hundred and twenty-five dollars (\$225.00).

13.12 Every full-time employee must become a member of the Ontario Municipal Employee's Retirement System upon completion of his probationary period in accordance with the statutory provisions as laid down and amended from time to time.

The retirement age in the O.M.E.R.S. Pension Plan is age 65, such retirement to be effective upon the last day of the month in which the sixty-fifth birthday of such employees occurs.

Early retirement under the provision of O.M.E.R.S. plan is available to all employees.

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

13.14 Maintenance Department - two coveralls, three shirts, three pairs of pants and one (1) nylon windbreaker, hydro parka, two 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 13.14; all.

Non-maintenance Personnel - identification badge, a jacket, a sweater, two pairs of trousers, four shirts, a hat, a parka, and a tie.

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.

13.15 Such uniforms will be issued on a replacement basis as required, with maintenance to be borne by the employee. Safety boots or shoes will be replaced as required.

13.16 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 bat is optional.

13.17 All items of uniform are the property of and shall be returned to the Authority.

13.18 Any employee who has completed his probationary ~~period~~ shall be given leave of absence without loss of pay up to a maximum of four **(4)** consecutive working days for the purpose of arranging for and attending the funeral of the father, mother, son, daughter, brother, sister, husband or wife of the employee, provided the employee is not in receipt of vacation or sick pay. Such employee may be required to furnish the Authority with reasonable proof of death.

Any employee who has completed his probationary period shall be given leave of absence without loss of pay up to a maximum of three **(3)** consecutive working days for the purpose of arranging for and attending the funeral 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, provided the employee is not at the time in receipt of vacation or sick pay. Such employee may be required to furnish the Authority with reasonable proof of death.

13.19 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.

13.20 Where death occurs outside the Province and the employee cannot attend the funeral of his father, mother, sister, brother, son, daughter, husband, wife, mother-in-law, or father-in-law the Authority shall grant a paid one day of mourning upon the request of the employee to be taken up to the day of the funeral.

13.21 That with the exception of disability cases existing on

the effective date thereof, each employee who has completed six months (6) 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 two thousand five hundred dollars (\$2,500.00) 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 Workmen's Compensation 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.

Effective September 1, 1992 delete two thousand five hundred dollars (\$2,500.00) and replace with three thousand dollars (\$3,000.00).

Subject to paragraph 13.24, 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.

13.22 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.

13.23 The Authority agrees to establish a Health and Safety Committee **as** required by Bill **70** of the Province of **Ontario**.

13.24 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 **5, 6, 7, 8, 9, 10, 11, 21**. An employee who is in receipt of a Worker's Compensation 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.

13.25 Effective the **first** of the month following ratification by the parties, the Authority will provide **to** age **65** full medical benefits, being OHIP, supplementary hospital coverage. dental

and drug plans, for all employees who retire on or after **1** September **1987** with **an** immediate, unreduced service or disability pension from O.M.E.R.S. The cost to be borne 60 per cent by the Authority. **This** benefit will cease upon the last day of the month in which the 65th birthday of such employee occurs.

13.26 The Authority shall make formal arrangements with the City of Toronto to use the City's Rehabilitation Department.

13.27 The services of legally licensed Chiropractors, Naturopaths, Osteopaths 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 subject to a maximum of \$10 per visit and **30** visits per individual in any calendar year for services by each practitioner.

13.28 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.

13.29 The Authority will provide a one thousand dollar (\$1,000.00) paid-up life insurance policy for employees who retire and are in receipt of an O.M.E.R.S. pension on or after January **1, 1993**.

ARTICLE 14 EXPENSES

14.1 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. Reasonable walking distance will be judged by the employee's immediate supervisor.

14.2 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.

14.3 The Authority agrees to consider applications by employees to be placed at ~~Lots~~ close to their place of residence, and where the Authority deems such placement to be feasible in all circumstances, it may grant such a request,

14.4 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 defense to the charges and select legal counsel. In the event the Parking 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 15 WORKMEN'S COMPENSATION

Workmen's Compensation Cases - Payment to Employees of ~~Surplus~~ Amounts collected by the Parking Authority.

15.1 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.

15.2 All cheques receivable from third parties by the Parking Authority in settlement of claims shall be made payable to the Parking Authority of Toronto.

15.3 The Authority's Solicitors shall furnish the Authority's Vice President, Finance and Administration with a statement of ~~costs~~ for the service of ~~his~~ department, together with a statement of any other legal costs incurred.

15.4 ~~An~~ 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.

15.5 When an employee is released from the Workmen's Compensation Board 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.

15.6 Worker's Compensation

An employee who has lost time from work and has claimed Worker's Compensation benefits for the absence and who is not in receipt of such benefits within thirty **(30)**calendar days of reporting the accident to the Authority, may draw from his or her bank of accumulated sick pay credits. If the claim is accepted by the Worker's Compensation Board, the employee will immediately pay the Authority an amount **equal** to the sick leave days used and such days will be reinstated into the employee's bank of accumulated sick pay credits. It is understood and agreed that the Authority is authorized to collect the repayment by way **of** payroll deduction.

ARTICLE 16 JOB SECURITY

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

ARTICLE 17 REPRESENTATION

17.1 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.

17.2 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.~~

ARTICLE 18 FEMININE CONTEXT

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

ARTICLE 19 GENERAL

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

ARTICLE 20 COMMUNICATION BETWEEN PARTIES

20.1 ~~For~~ the purpose of communications, the address of The Parking Authority is 33 Queen Street East, Toronto, Ontario, M5C 1R5; the address of the Metropolitan Toronto Civic Employees' Union, Local 43, is 386 Ontario Street, Toronto, Ontario, M5A 2V7.

20.2 In 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 21 LAYOFFS

21.1 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 the Union, and will provide the Union with the opportunity to present, within five (5) working days of the meeting, comments or suggestions concerning the outline. The Authority shall consider the Union's comments or suggestions, and shall **announce** to the Union its conclusions with respect to the layoff plans **as soon as possible** after the review ~~period~~.

Should it become necessary to lay off a full-time employee, the Authority will lay off three students for each full-time employ-

ee 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 22 TERMINATION

22.1 This Agreement shall come into force on September 1, 1991 and shall remain in force until the 31st day of August, 1993, 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.

22.2 There shall be not 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 the Union have executed this Agreement by the hands of their officers in that behalf duly authorized.

FOR THE EMPLOYER
Joyce Crago, Chairman
Noms P Zucchet, President

FOR THE UNION
Frank G. Savard,
President
Joe Mele
Business Agent
Gary O'Donnell
Recording Secretary
Members:
Hugh Hanlon
Dan Scheibli
Mike Moraites
Carlos Monteiro

SCHEDULE 'A'

Rates of Pay Effective September 1, 1991

	Weekly	Hourly	Overtime
Attendant Grade 1 (Upon completion of 5 year's service)	\$640.00	\$16.00	\$24.00
Attendant Grade 2 (Upon completion of 3 years' service)	\$622.80	\$15.57	\$23.36
Attendant Grade 3 (Upon completion of 6 months' service)	\$604.80	\$15.12	\$22.68
Maintenance Grade 1	\$726.40	\$18.16	\$27.24
Maintenance Grade 2	\$653.20	\$16.33	\$24.50
Maintenance Grade 3 (Upon completion of 5 years' service)	\$646.00	\$16.15	\$24.23
Maintenance Grade 3 (Upon completion of 3 year's service)	\$636.40	\$15.91	\$23.87
Maintenance Grade 3 (Upon completion of 6 months' service)	\$626.80	\$15.67	\$23.51

Rates of Pay Effective September 1, 1992

	Weekly	Hourly	Overtime
Attendant Grade 1 (Upon completion of 5 year's service)	\$670.40	\$16.76	\$25.14
Attendant Grade 1 Grade 2 (Upon completion of 3 years' service)	\$652.40	\$16.31	\$24.47
Attendant Grade 3 (Upon completion of 6 months' service)	\$633.60	\$15.84	\$23.76
Maintenance Grade 1	\$760.80	\$19.02	\$28.53
Maintenance Grade 2	\$684.40	\$17.11	\$25.67
Maintenance Grade 3 (Upon completion of 5 years' service)	\$676.80	\$16.92	\$25.38
Maintenance Grade 3 (Upon completion of 3 year's service)	\$666.80	\$16.67	\$25.01
Maintenance Grade 3 (Upon completion of 6 months' service)	\$656.40	\$16.41	\$24.62

**PART-TIME AND STUDENT
AGREEMENT INDEX**

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**PART-TIME AND STUDENTS HELP
COLLECTIVE AGREEMENT**

BETWEEN:

THE PARKING AUTHORITY OF TORONTO
(hereinafter called the "Authority")
OF THE FIRST PART

—and—

**THE METROPOLITAN TORONTO CIVIC
EMPLOYEES' UNION LOCAL 43**
**AFFILIATED TO THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND THE CANADIAN
LABOUR CONGRESS**
(hereinafter called Local 43)

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 the Union as the sole bargaining agent for all its employees in the Municipality of Metropolitan Toronto 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 any employee who has indicated to the

Authority in writing that he is enrolled in ~~full~~ or part-time studies at an educational institution.

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 be terminated forthwith. The Authority agrees to consider such former students for employment ~~as a~~ full-time employee when vacancies ~~arise~~, provided the individual has an application form on file in respect of such employment.

ARTICLE 2 - UNION MEMBERSHIP

As ~~per~~ full-time collective agreement, Article 2.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 The Union acknowledges that it is the exclusive function of the Authority ~~to~~:

3.2 Maintain order, discipline, 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 a 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 900 hours or 9 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 providing twenty-four hours notice is given to the Administration Manager.

ARTICLE 5 - FULL-TIME POSITIONS

Seniority employees who have applications for full-time employment **on** file will be considered for full-time bargaining unit positions which are entry level jobs or where, in the opinion of the Authority, there are no qualified full-time applicants. Applications for full-time employment will be kept on file for a period of six months. 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 wage rates 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) Students shall receive 62% of the Attendant Grade 3 hourly rate set out in the full-time collective agreement in force from

time to time, while ~~students~~ with 3 years of service will receive 65% of ~~the~~ Attendant Grade 3 hourly rate.

6.2 Probationary employees will be paid 15% per hour below the rates set out as in Article 6.1 above.

ARTICLE 7 - HOURS OF WORK

7.1 All hours worked in 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 sixty-four cents (.64) 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 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.

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) Dominion Day
- 5) ~~Labour~~ Day
- 6) Thanksgiving Day
- 7) Christmas 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) Boxing Day
- 2) Remembrance Day (each year whenever such day does not fall on a Saturday or a Sunday)
- 3) ~~Easter~~ Monday
- 4) Civic Holiday

9.3 This article shall not apply to **an** employee who, for whatever reason, fails to work his **scheduled** day of work most ~~near-~~ly preceding ~~or~~ most nearly following the holiday in question.

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

9.5 Where a part-time 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 10 - GRIEVANCE PROCEDURE

~~As per~~ full-time collective agreement, Article **12**.

ARTICLE 11 - UNIFORMS

11.1 Uniforms will be worn **as** supplied.

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 District Manager. The District Manager shall decide the merits of such individual requests **and** may, at its **own** discretion, grant time off **as** he deems reasonable.

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

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. Reasonable walking distance will be judged by the employee's immediate supervisor.

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 defense to the charges and select legal counsel. In the event the Parking 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 - WORKMEN'S COMPENSATION

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 Parking Authority in settlement of claims shall be made payable to the Parking Authority of Toronto.

14.3 The Authority's Solicitor shall furnish the Authority's

Vice President, 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 16.

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 - COMMUNICATIONS BETWEEN THE PARTIES

18.1 For the purposes of communication, the address of the Parking Authority is 33 Queen Street East, Toronto, Ontario, M5C 1R5; the address of the Union is 386 Ontario Street, Toronto, Ontario, M5A 2V7.

18.2 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 post mark on the envelope.

ARTICLE 19 - TERMINATION

19.1 This agreement shall come into force on September 1, 1991, and shall remain in force until the 31st day of August, 1993, 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.

19.2 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 AUTHORITY
Joyce Crago, Chairman
Noms P. Zucchet, President

FOR THE UNION
~~Frank Savard,~~
President
Joe Mele,
Business Agent
Gary O'Donnell,
Recording Secretary
Members:
Hugh Hanlon
~~Dan Scheibli~~
Mike Moraites
Carlos Monteiro