

COLLECTIVE AGREEMENT

Between

TORONTO CIVIC EMPLOYEES' UNION
LOCAL 416, CUPE

(the "Union")



-AND-

THE TORONTO PARKING AUTHORITY

(the "Authority")



PART-TIME / STUDENTS COLLECTIVE AGREEMENT

APRIL 1, 2021 - MARCH 31, 2026

INDEX

ARTICLE 1 – RECOGNITION 1
ARTICLE 2 – LOCAL 416 MEMBERSHIP 1
ARTICLE 3 – MANAGEMENT RIGHTS 2
ARTICLE 4 – SENIORITY 3
ARTICLE 5 – FULL-TIME POSITIONS 3
ARTICLE 6 – WAGES 3
ARTICLE 7 – HOURS OF WORK 3
ARTICLE 8 – VACATIONS 5
ARTICLE 9 – STATUTORY HOLIDAYS 5
ARTICLE 10 – GRIEVANCE PROCEDURE 6
ARTICLE 11 – UNIFORMS 8
ARTICLE 12 – LEAVE OF ABSENCE 9
ARTICLE 13 – EXPENSES 11
ARTICLE 14 – WORKPLACE SAFETY AND INSURANCE BOARD 12
ARTICLE 15 – REPRESENTATION 12
ARTICLE 16 – GENERAL 12
ARTICLE 17 – HEALTH & SAFETY 12
ARTICLE 18 – COMMUNICATIONS BETWEEN THE PARTIES 13
ARTICLE 19 – TERMINATION 13
SCHEDULE "A" – WAGE GRID 15

THIS AGREEMENT MADE IS OF THE 1st DAY OF APRIL 2021

BETWEEN

TORONTO PARKING AUTHORITY
(hereinafter called the "Authority")

OF THE FIRST PART

- and -

TORONTO CIVIC EMPLOYEES' UNION LOCAL 416, CUPE
(hereinafter called "LOCAL 416")
OF THE SECOND PART

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

ARTICLE 1 – RECOGNITION

- 1.1 The Authority recognizes Local 416 as the sole bargaining agent for all its employees regularly employed for not more than twenty-four (24) hours per week and students, save and except supervisors, field auditors, persons above the rank of supervisor or field auditor, office staff and persons covered by subsisting collective agreements.

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

- 1.2 For the purposes of this agreement:

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

"student" means a person who is attending high school or will be continuing high school after the summer school vacation period, or a person who applies and becomes enrolled in, and is actively attending, a full or part-time post-secondary college or university program leading to a diploma or degree during each calendar year of employment with the Authority. Educational courses taken for self-interest purposes are excluded.

- 1.3 Upon request, and at the beginning of each academic semester, employees shall provide the Authority with proof of enrollment in an eligible educational institution or program.

Students must advise the Authority promptly upon ceasing to be enrolled in an eligible educational institution or program. Where a student ceases to be enrolled in full or part-time studies at an eligible educational institution or program, as defined in Article 1.2 above, their employment with the Authority shall continue for a period not to exceed 3 months.

ARTICLE 2 – LOCAL 416 MEMBERSHIP

- 2.1 The Authority will only retain in its employ members in good standing. Local 416 shall be the sole judge of the good standing of its members and any employee who shall hereafter cease to be member in good standing shall, on prior notice to the Authority, be discharged immediately, subject to the terms of the following paragraph.

- 2.2
- i) The Authority and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee of the Authority in the matter of wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status, gender identity, gender expression, record of offences, sex, sexual orientation and political affiliation, or because of such employee being an officer, steward, committee member or member at large of the union.
 - ii) In this article, the term “disability” as provided in clause 2.2 (i) shall be defined in the Ontario Human Rights Code R.S.O., 1990 as amended.
 - iii) The prohibition within clause 2.2 with respect to disability shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their position by reason of disability.

- iv) Every employee has the right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection of such behaviour.
- 2.3 The Authority agrees to deduct union dues from each employee from the first pay after commencing employment. All monies to be transmitted in the total amount to the Secretary Treasurer of Local 416 by the end of the month in which deductions are made.
- 2.4 New employees shall become members of Local 416 immediately on commencement of employment.
- 2.5 A list of all employees who have attained seniority status as of the date of and for the purpose of this Agreement and in particular clauses 2.3 and 2.4 of this Article shall be prepared and agreed upon by the parties contemporaneously with the execution of this Agreement.
- 2.6 Immediately upon appointment the names of accredited representatives shall be submitted in writing by Local 416 to the Authority within seventy-two (72) hours of such appointment.
- 2.7 The Authority agrees it will not, either directly or through any person acting on its behalf discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 416.

ARTICLE 3 – MANAGEMENT RIGHTS

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

ARTICLE 4 – SENIORITY

- 4.1 An employee will be considered probationary until they have worked 600 hours or 7 consecutive months, whichever comes first. After the probationary period has been served, the employee will be credited with all hours worked commencing from their date of hire.
- 4.2 Each employee who has completed the required probationary period 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 the time period outlined in Article 4.1. During the probationary period, each new employee shall not have recourse to the grievance procedure regard to any disciplinary action, including discharge, taken by the Authority unless such discharge was taken on arbitrary or discriminatory grounds or in bad faith.
- 4.3 Each employee shall have access to their personal file upon request once each calendar year provided 24 hours' notice is given to the Director of Human Resources. The Authority agrees to provide employees with a copy of all disciplinary notices that remain on the employee's record, and all performance appraisals, upon request with at least five (5) working days' notice. Copies will be at no cost to the employee.

ARTICLE 5 – FULL-TIME POSITIONS

- 5.1 All Full-Time entry level positions shall be posted online on myTPA website. The TPA shall provide within two (2) weeks of the closing date a list of all bargaining unit employees who applied for the position. The list shall consist of the employee name, staff numbers and seniority date.

A copy will be sent to the Recording Secretary and the Unit Chair of Local 416. The Authority will also notify the Recording Secretary and the Unit Chair of Local 416 of the successful applicant for each posting in writing. Successful applicants will be subject to the normal probationary period under the full-time agreement. Alleged Violations of the Company's obligation under this Article may be the subject of a grievance.

ARTICLE 6 – WAGES

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

ARTICLE 7 – HOURS OF WORK

- 7.1 All hours worked in an excess of 40 hours per week shall be paid for at the rate of one and a half times the normal hourly rate.

7.2 Any employee who is reporting sick or is going to be absent for any reason will give the Vice President of Operations or their designee reasonable notice before the start of their scheduled shift to allow for a replacement to be sent to their 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 Vice President of Operations or their designee.

7.3 Any employee reporting back to work after any period of absence will give the Vice President of Operations or their designee reasonable notice before actually reporting for work.

7.4 Any change of address or telephone number must be reported to the Vice President of Operations or their 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 their 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 shift premium (SB) 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.

	April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024	April 1, 2025
7.7 Premium SB (7pm-7am, Mon-Sun)	0.90	0.91	0.92	0.93	0.95

Employees who wish to switch shifts with other employees shall submit shift change requests on a form provided by the Authority at least 72 hours prior to the commencement of the first affected shift.

7.8 Students must make themselves available for a minimum of three (3) shifts per week, at least one of which is on a weekend (i.e., Saturday or Sunday). If a student is scheduled to work a shift during the times that the Student has indicated they are available, the Student will be required to work such shift unless proper shift change form has been submitted to and is approved by the Supervisor.

7.9 In the event the need arises for the Authority to have students work in meter/maintenance or maintenance for the months of May to September and/or Christmas Holidays, the Authority shall post the opportunity to all students to express an interest. The employee with the most seniority shall have the first opportunity to fill the posting.

7.10 Part-timers/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 Reading Week/March school break.

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 (2) 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 them during their vacation provided they give at least fifteen (15) calendar days prior written notice in advance to the Authority of their desire to receive their pay.
- 8.5 A part-time employee shall be entitled to receive their 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 January 31 of the following year in respect of which they are to be paid.
- 8.7 Students will be allowed an unpaid leave of absence of up to ten (10) consecutive working days during the months of May, June, July, and August if such request is made to the supervisor in writing no later than twenty-one (21) calendar days in advance, subject to seniority and operational needs.
- 8.8 Students will be paid vacation pay at 6% of annual earnings calculated in accordance with Article 8.6.

ARTICLE 9 – STATUTORY HOLIDAYS

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

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. Boxing Day
10. Family Day
11. Truth and Reconciliation Day
12. Float Day

Any student employee(s) with an accumulation of five hundred (500) hours for the current calendar year would be entitled to twelve (12) hours in lieu of a float day to be used as replacement for any scheduled shifts six (6) hours or greater.

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

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

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

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

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

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

ARTICLE 10 – GRIEVANCE PROCEDURE

10.1 It is the mutual desire of the Authority and the Local 416 that the complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given to their immediate supervisor an opportunity to adjust their complaint. In discussing their complaint the employee may be accompanied by their Steward if they so wish.

10.2 Should the Authority require an employee to come to the Authority's office to be interviewed, the employee shall be notified of the subject or subjects to be discussed. The employee shall be accompanied by a Union representative if one is immediately available.

10.3 **DISMISSAL OR SUSPENSION** - If an appeal is to be made in the case of dismissal or suspension, the appeal must be reduced to writing on forms provided by Local 416 and approved by the Authority, signed by the employee involved and lodged with the Authority's President through Local 416's representative within ten (10) working days of such dismissal or suspension. The President or their designee shall forthwith confer with the Local 416 representative. The Authority's President or designee shall render a decision in writing not later than the fifth (5th) working day after the meeting.

10.4 In the event that the decision of the Authority's President or their designee is not acceptable, Local 416 may by notice in writing addressed to the Authority, within twenty (20) working days of the President's decision, request that the decision be taken to Arbitration. Within five (5) working days thereafter, both parties shall designate a sole Arbitrator.

- 10.5 If the parties are unable to agree upon an arbitrator, either party may request within the applicable timelines that the Ministry of Labour, Training and Skills Development of Ontario shall appoint an arbitrator.
- 10.6 Whatever the decision of the Arbitrator, it shall be final and binding on both parties.
- 10.7 a) The Union may request in writing for a specific member of management to attend a grievance meeting in advance of the meeting and provide reasons for the request. The Employer shall consider the request.
- b) Should any misunderstanding or controversy arise between the Authority and Local 416 as to the compliance of either party with any of its obligations hereunder, or should there be any grievance involving the terms of this Agreement by any employee or group of employees, or Local 416, the same shall be handled in the following manner, provided however, that no grievance shall be considered, the alleged circumstances of which originated or occurred more than fifteen (15) working days prior to its presentation as a written grievance in accordance with the procedure set out herein:
- 10.8 **STEP 1:** It is understood that before a grievance is reduced to writing and filed, the grievor's immediate manager/supervisor will have an opportunity to discuss and resolve the complaint within five (5) working days of it being brought to their attention, pursuant to Article 10.1 above. An employee's grievance which is not settled by the immediate supervisor shall be reduced to writing in triplicate on forms provided by Local 416 and approved by the Authority, signed by the employee involved and submitted by the said employee to the Authority's Vice President of Operations or designee in the presence of Local 416's representative. The Vice President of Operations or designee shall deal with the grievance and render their decision thereon in writing, not later than the fifth (5th) working day following the day on which they received the grievance.
- 10.9 **STEP 2:** If the decision of the Vice President of Operations or their designee is not satisfactory to the employee concerned, and if an appeal therefrom is to be made, such appeal must be reduced to writing in triplicate on forms provided by Local 416 and approved by the Authority, signed by the employee involved and lodged with the Authority's President, through Local 416's representative, within five (5) working days of the Vice President of Operations' or designee's decision. The President or their designee shall forthwith confer with the Local 416 representative and shall advise Local 416 of their decision within five (5) working days of said conference.
- 10.10 **STEP 3:** After exhausting the grievance procedure herein, either party may request by notice in writing addressed to the other party within twenty (20) working days after the grievance has been dealt with in Step 2 that the grievance be submitted to arbitration. Within five (5) working days thereafter, both parties shall attempt to agree on a sole arbitrator.

If the parties are unable to agree upon an Arbitrator, either party may request within the applicable timelines that the Ministry of Labour, Training and Skills Development of Ontario appoint an Arbitrator.

- 10.11 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 10.3 which are to be initiated at Step 2 of the Grievance Procedure as provided therein.

- 10.12 The Arbitrator shall not alter, modify or amend any part of this Agreement or make any decision inconsistent with its provisions.

The Arbitrator 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 Arbitrator considers equitable.

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

- 10.14 Each of the parties agrees to share the costs of the mediation and arbitration on a 50/50 basis.

- 10.15 The TPA shall make all reasonable efforts to complete investigations within thirty (30) days where operationally feasible. Where an investigation is going to take longer than thirty (30) days, the TPA shall provide the Union with a status update including reasons for the delay at the thirty (30) day mark.

In the event that the investigation leads to discipline, such discipline shall be issued within seven (7) days of the completion of the investigation where operationally feasible.

ARTICLE 11 – UNIFORMS

- 11.1 All employees shall be issued and will wear a uniform as follows:

- 2 (two) pair: pants or shorts
- 2 (two) polo shirts (a third will be provided on request)
- 1 (one) fleece jacket
- 1 (one) waterproof winter parka
- 1 (one) windbreaker rain jacket
- 1 (one) baseball cap
- 1 (one) toque
- Identification badge

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

The replacement uniforms shall be provided within seven (7) days for items that are in stock within the Authority's storage. For items that are not in stock and need to be ordered, they shall be provided within thirty (30) days. Vouchers for replacement boots and/or shoes shall be provided within five (5) days of the date the employee provides the supervisor with the necessary Information for approval.

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

ARTICLE 12 – LEAVE OF ABSENCE

12.1 Employees requesting permission for short periods of absence from their place of employment shall make verbal request to the supervisor. Such request shall not be unreasonably denied.

12.2 An employee seeking leave of absence:

- a) for jury duty;
- b) where subpoenaed as a witness in a civil or criminal proceeding; or
- c) for the purpose of receiving Canadian citizenship, shall give notice to the Authority as soon as is reasonably practicable. Where such notice is given, the Authority shall make a reasonable effort to reschedule the employee so as to avoid a loss of hours. An employee seeking leave of absence for the purpose of receiving Canadian citizenship shall be paid in accordance with appropriate legislation.

12.3 **BEREAVEMENT LEAVE** - An employee who has completed their probationary period and who requires time off from regularly scheduled work falling within the five (5) calendar days following a death will be given leave of absence with pay for all days in that period for bereavement purposes upon the death of the parent (including step-parent), child, sibling (including step-sibling), spouse (including common law and same-sex partner) provided the employee is not at the time in receipt of vacation or sick pay.

An employee who has completed their probationary period and who requires time off from regularly scheduled work falling within the four (4) calendar days following a death will be given leave of absence with pay for all days in that period for bereavement purposes upon the death of the in-law (parent-in-law, sibling-in-law, child-in-law), grandparent or grandchild of the employee.

12.4 **PREGNANCY LEAVE** - Pregnancy leave of up to 17 weeks without pay shall be granted, in accordance with the *Employment Standards Act, 2000* to an employee who has worked for the Authority for at least thirteen (13) weeks follows:

- a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the employee may request or such other period as is required by the *Employment Standards Act, 2000*.
- b) Pregnancy leave shall commence during the period of eleven (11) weeks immediately preceding the estimated date of delivery for employees who do not take a parental leave. In cases where the employee will also take parental leave, the pregnancy leave may commence no earlier than seventeen (17) weeks before the expected birth date.
- c) An employee must give the Authority at least two (2) weeks written notice of the date the pregnancy leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.
- d) The pregnancy leave may end earlier than planned if the employee gives the Authority four (4) weeks written notice before the desired date of return.
- e) Where upon written advise by their physician it is determined that a pregnant employee's health and/or pregnancy may be jeopardized if they were to continue to perform the full duties of their regular position, the Authority shall, where possible, either temporarily modify the duties of their regular position in a manner that would

allow them to safely perform the work or assign them to such alternate work for which they are qualified, with no loss of pay, provided that such work is available.

- f) At the termination of their pregnancy leave period the onus is on the employee to report in writing their readiness to resume duties.

12.5 PARENTAL LEAVE - Parental leave without pay shall be granted, in accordance with the *Employment Standards Act, 2000*, to an employee who has worked for the Authority at least thirteen (13) weeks as follows:

- a) Parental leave shall be for a sixty-one (61) week period if the employee took pregnancy leave and a sixty-three (63) week period if the employee did not take pregnancy leave, or such shorter period as the employee may request or such other period as is required by the *Employment Standards Act, 2000*.
- b) Parental leave shall commence immediately after the pregnancy leave comes to an end or when the child comes into the custody, care and control of the parent for the first time.
- c) Where possible, the employee must give the Authority at least two (2) weeks written notice of the date the leave is to begin.
- d) An employee who wishes to end parental leave sooner than expected may do so if the employee gives the Authority at least four (4) weeks written notice before the desired date of return.
- e) It is understood and agreed that the employee will give the Authority notice of intent to adopt as soon as possible recognizing that it may be necessary for the employee to commence leave immediately when the child becomes available.

12.6 PROVISIONS APPLICABLE TO BOTH PREGNANCY AND PARENTAL LEAVE

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

For the period the employee is entitled to receive EI benefits, the Authority will pay the employee Supplementary Employment Benefits ("SEB") payments equal to the difference between 75% of the employee's regular weekly earnings calculated at the employee's straight time hourly rate for the employee's normal working week and the sum of the employee's EI benefits and any other earnings. The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee (i.e. 55%) without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*. In no event will the top-up payment exceed the difference between 75% of the employee's regular weekly earnings calculated at the employee's straight time hourly rate for the employee's normal working week and the sum of: the employee's EI benefits calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time, as may be permitted under the *Employment Insurance Act*; and, any other earnings.

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

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

- c) Employees may extend a combined pregnancy and parental leave for a period not to exceed two (2) years. 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 unless the employee is permitted to extend the absence pursuant to the collective agreement, the Ontario Human Rights Code, the *Employment Standards Act* or any other applicable legislation.
- d) An employee may be required to submit a written statement of intent to return to work at the end of the pregnancy or parental leave.

ARTICLE 13 – EXPENSES

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

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

- 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 their 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 their conduct while in the course of performing their duties, the Authority, at its discretion, may pay all or part of the legal costs incurred by the employee in their defence to the charges and select legal counsel. In the event the Authority reimburses an employee under this Article for any legal expenses the employee may be compensated for loss of pay as a result of being required to attend court.

- 13.4 The Authority will provide an optical benefit to each seniority part-time employee. Effective the 1st of the month following the date of receipt of written notice of ratification, this benefit may be claimed in respect of optical expenses incurred for every two-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.

- 13.6 If the Authority requests an absence be certified by a medical practitioner, the Authority agrees to reimburse the employee the cost of the medical document by the next pay period.

ARTICLE 14 – WORKPLACE SAFETY AND INSURANCE BOARD

- 14.1 Where in an action arising out of an accident to an Authority employee, the Authority recovers from a third person a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee as a result of the accident, the surplus amount shall be paid to such employee or, in the event of his death, to the estate of such employee.
- 14.2 All payments received from third parties by the Authority in settlement of claims shall be made payable to the Toronto Parking Authority.
- 14.3 The Authority's Solicitor shall furnish the Authority's Vice President, Finance Director, Finance and Administration Director, with a statement of costs for the service of their 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

- 15.1 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.
- 15.2 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.
- 15.3 The Authority will forward to the Union Chair a copy of all disciplinary notices where an employee receives a suspension or greater discipline. The Authority will also provide the Unit Chair with copies of all policies that are provided to bargaining unit members or posted in the workplace.

ARTICLE 16 – GENERAL

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

ARTICLE 17 – HEALTH & SAFETY

- 17.1 The Toronto Parking Authority agrees to establish a Health and Safety Committee as required by the Occupational Health and Safety Act.

- 17.2 The Authority and the Union agrees to co-operate in maintaining and improving practices in the work place to provide a safe and healthful environment in which to work.

ARTICLE 18 – COMMUNICATIONS BETWEEN THE PARTIES

- 18.1 For the purposes of communication, the address of the Authority is 33 Queen Street East, Toronto, Ontario, MSC 1R5; the address of Local 416 is 110 Laird Drive, Toronto, Ontario M4G 3V3.
- 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 postmark on the envelope.

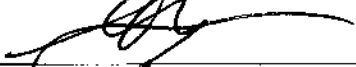
ARTICLE 19 – TERMINATION

- 19.1 This agreement shall come into force on April 1, 2021 and shall remain in force until the 31st day of March 2026, 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.

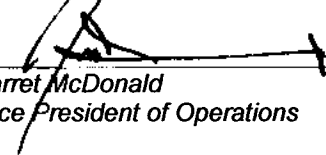
IN WITNESS WHEREOF the Authority and Local 416 have executed this Agreement by the hands of their officers in that behalf duly authorized.

Dated this 8 day of November, 2021.

For the Employer




Arlene Yamraz
Director of Human Resources and
Transformation




Jarret McDonald
Vice President of Operations


For the Union




Savvas Daskalakis
Vice President, Local 416



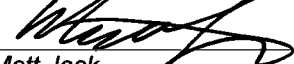
Sheldon Brake
Unit Chair, Local 416




Ted Aivalis
3rd Vice President & Chief of Stewards



Brian Gunnyon
Unit Vice Chair, Local 416



Matt Jack
Unit Recording Secretary, Local 416



Tara Miller
CUPE National Representative

SCHEDULE "A" – WAGE GRID

April 1, 2021 to March 31, 2026

Effective		<u>April 1,</u> <u>2021</u>	<u>April 1,</u> <u>2022</u>	<u>April 1,</u> <u>2023</u>	<u>April 1,</u> <u>2024</u>	<u>April 1,</u> <u>2025</u>
Percent Increase		1.00%	1.00%	1.00%	1.75%	1.75%
Journeyman/Electrician		40.12	40.52	41.48	42.77	43.52
Maintenance 1		33.18	33.51	34.40	35.56	36.19
Maintenance 2 Technical		29.92	30.22	31.08	32.18	32.74
Maintenance 2		28.80	29.64	30.50	31.03	31.57
Maintenance 3	Upon completion of 3 years 3B	28.46	29.30	30.15	30.68	31.21
	Upon completion of 2 years 3C	26.59	26.86	27.12	27.60	28.08
	Upon completion of 1 years 3	24.82	25.07	25.32	25.76	26.21
	Start	22.11	22.33	22.55	22.95	23.35
Monitoring Station Attendant		28.70	29.55	30.40	30.93	31.47
Attendants	Upon completion of 3 years grade 2	28.26	29.10	29.94	30.47	31.00
	Upon completion of 2 years grade 3	26.48	26.74	27.01	27.48	27.97
	Upon completion of 1 years grade 4	24.70	24.95	25.20	25.64	26.09
	Start	22.10	22.32	22.54	22.94	23.34
Enforcement Officers	Upon completion of 3 years grade 2	31.31	31.62	32.49	33.62	34.21
	Upon completion of 2 years grade 3	26.59	26.86	27.12	27.60	28.08
	Upon completion of 1 years grade 4	24.70	24.95	25.20	25.64	26.09
	Start	22.10	22.32	22.54	22.94	23.34
Students	Upon completion of 2 years grade 2	16.98	17.25	17.42	17.72	18.03
	Upon completion of 1 years grade 3	15.90	16.16	16.32	16.61	16.90
	Start	14.92	15.17	15.32	15.59	15.86
Premiums - Full Time	SB1 (7pm-7am, Mon-Fri)	1.25	1.26	1.28	1.30	1.32
	SB2 (Saturday)	1.66	1.67	1.69	1.72	1.75
	SB3 (Sunday) 50% of hourly rate					
Premiums - Part Time	SB (7pm-7am, Mon-Sun)	0.90	0.91	0.92	0.93	0.95
Driving Bonus 1	DB1	0.81	0.82	0.82	0.84	0.85
Driving Bonus 2	DB2	1.11	1.12	1.13	1.15	1.17
Mileage Rates	Updated as CRA prescribed rates change	0.55	0.55	0.55	0.55	0.55

II/cope491