

THIS AGREEMENT made and entered into this 15th day of June 1999.

BETWEEN:

**IMPERIAL PARKING LIMITED
(Hereinafter referred to as the "Company")
OF THE FIRST PART**

- and -

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
LOCAL 175**

(Hereinafter referred to as the "Union")

OF THE SECOND PART

TERM: June 1, 1999 until May 31, 2002

Toronto Impark

11025104

ARTICLE 1 - PURPOSE

1.01 The general purpose of the agreement between the Company and the Union is to establish and maintain:

- (1) orderly collective bargain relations;
- (2) a procedure for the prompt and equitable handling of grievances;
- (3) Satisfactory working conditions, hours of work and wages, for all employees who are subject to the provisions of the Agreement.

The parties' full agreement on this purpose is set out in the express provisions of this Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The Company recognizes the Union **as** the sole and exclusive collective bargaining agent for all employees of the Company in the Municipality of Metropolitan Toronto, save and except Training Supervisors, Site Managers, persons above the rank of Site Manager, sales, office and clerical staff, students employed during the school vacation period.
- 2.02** No **work** performed by the Bargaining Unit shall be contracted out during the term **of** the Agreement.

ARTICLE 3 - NO DISCRIMINATION

- 3.01** The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of the employees' membership or non-membership in the Union or by reason of age, race, creed, color, national origin, religious affiliation or sex, **as** such terms are defined in the *Ontario Human Rights Code*.
- 3.02** The Union agrees that, except **as** provided for in this Agreement, there will be no Union activity on the premises of the Company except by agreement with the Company.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 Except, and to the extent specifically modified by **this** Agreement, **all** rights and prerogatives of management are retained by the Company and remain exclusively and without limitation within the rights of the Company and its management. There shall be no attempt by either parity or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Company's exclusive rights, power and authority shall include but shall not be confined to:

- (1) the right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the Collective Bargaining Agreement;
- (2) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, lay off, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;

The rules must be reasonable, they must be **clear** and unequivocal, **and** be brought to the attention of the employee before the Employer *can* act and, that the rule be consistently enforced by the Employer, and the employee be notified that discipline or discharge may result from a breach of the rule.

- (3) the right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the **services** to be provided; the description of jobs; the schedule of hours of work and of production; the number of shifts; the requirement of medical examinations at the Company's expense if by a physician designated or approved by **it**; the qualification of employees; the use of improved methods; whether there shall be overtime and who shall perform such work, the number of employees needed by the Company at any time and how **many** shall work on any job; the number of hours to be worked; starting and quitting time period and generally, the right to manage the enterprise **and** its business without interference are solely and exclusively the right of the Company, subject to the express terms of the Collective Bargaining Agreement.

- 4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 4.03 Management rights **as** set out in this Collective Agreement **must** be exercised fairly, without discrimination, in good faith, and in a manner consistent with the Agreement as a whole, and it is understood that a claim that the Company has so exercised these rights shall be proper subject matter for a grievance.

ARTICLE 5 - UNION SECURITY AND DUES

- 5.01 (a) The Company agrees that **all** present employees covered by this Agreement, except new employees during their probationary **period**, shall **as** a condition of employment, become and remain members **of** the Union in good standing
- (b) The Company agrees to deduct union dues from **all** employees on a monthly basis, which are to be made from the first pay in each month. Initiation fees are to be deducted on the first pay following the completion of the probationary period. **All** monies so deducted, together with a list showing from whom and in what amount deductions were made shall be sent **to** the Secretary-Treasurer of the Union, no later than the fifth (**5**) day of the following month.
- (c) The Secretary-Treasurer of the Union **shall** notify the Company by letter of any change in the amount **of** dues **and/or** initiation fees and such notification shall be the Company's conclusive authority to make the deductions specified.
- (d) The Company shall show the yearly **union** dues deductions on the employees' T-4 **slip**.
- 5.02 It is expressly understood and agreed that the Union will save the Company **harmless** and indemnify the Company for any claim arising pursuant to any deduction made hereunder.
- 5.03 The Union shall notify the Company in **writing** of the amount of such dues **from time** to time and thirty (30) days **prior** to any change in the amount of said dues becoming effective.
- 5.04 The Company shall provide the Union each month with **a** list of all employees names, addresses, telephone numbers, Social Insurance Numbers, job classifications and rates of pay.
- 5.05 The Company will supply on a quarterly basis a list including the addresses, and phone numbers of all staffed locations.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The parties have entered into this Collective Agreement in mutual good faith, the Company agrees there will be no lockout and the Union agrees there will be no strike, picketing, slow down or other concerted activity either complete or partial, which could interfere with or restrict operations during the term of this Agreement.

ARTICLE 7 - REPRESENTATION

- 7.01 The Company recognizes the right of the Union to elect or appoint six (6) Stewards [one (1) additional whom **shall** be the Chief Steward] plus an Alternate for the purpose of assisting other employees in the processing or **presentation** of grievances. The Alternate Steward **shall** only act in the absence of other Stewards. The Stewards must have completed their probationary period. The Union shall at all times keep the Company notified in writing of the names of the employees who are acting in the capacity of Steward. The Chief Steward, together with six (6) other Union Stewards shall make up the Union Grievance Committee for purposes of dealing with any grievance arising under this Agreement.
- 7.02 It is understood that the Stewards **will** have to do the work assigned to them by the Company, and if it is necessary that they investigate a grievance during working hours, they will not leave their work if they are the only employee at that location. In other cases they will not leave work before obtaining the permission of the Supervisor in charge. When returning to **their** regular **work**, they will report themselves to the Supervisor and if they are requested to do **so**, **will** give **an** explanation as to their absence and its length. If these conditions are **met**, the Company agrees that they will not lose pay in such circumstances. It is understood that **whenever** possible, the Stewards will take care of grievances outside of their **working hours**, in order not to impede operations.
- 7.03 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Company, in writing, of the **names** of the Stewards. The Union will inform the Company, in writing, within ten (10) days when any change will take place in the Stewards. The Company will recognize no Steward unless the above procedure is carried out and no Steward shall be appointed or elected unless **he** has completed the probationary period.
- 7.04 A business agent of the Union, identified to the Company, in writing, wishing to discuss matters on Company premises with Company representatives or with employees will, whenever practical, provide prior notice to the Company. When prior notice is not possible the business agent shall, upon entering the premises **notify** the City Manager or in his absence the District Manager.

- 7.05 The Company will compensate Stewards at their regular rate of pay for time spent during their working hours in grievance meetings with the Company or the investigation or processing of grievances of employees. This does not apply to time spent on such matters outside regular working hours.
- 7.06 The Company will compensate Stewards at their regular rate of pay for time spent during their working hours in grievance meetings with the Company or the investigation or processing of grievances of employees. This does not apply to time spent on such matters outside regular working hours.

Grievance meetings will normally be held during working hours provided such meetings do not unduly disrupt operations.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitrable where the circumstances giving rise to it occurred or originated more than five (5) working days before the filing of the grievance at Step 1.
- 8.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- 8.03 If, after registering the complaint with the supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following Steps of the Grievance Procedure may be invoked:

Step 1

The grievance shall be submitted in writing either directly or through the Union to the City Manager within five (5) working days of the circumstances giving rise to the grievance. The City Manager shall hold a meeting with the employee, Steward and Chief Steward within a further five (5) working days and shall communicate his position to the employee within three (3) working days of such meeting.

Step 2

If the matter is not settled, then within three (3) working days of the City Manager's reply, the Union Staff Representative may request a meeting with the Company's Management. In such case the meeting shall be held between the Company Representative(s) and the Union Staff Representative and Union Steward involved as soon as practicably possible, but not later than two (2) weeks after the Company receives notification from the Union that such meeting is desired. If the matter is not disposed of at such meeting, and if the Union wishes to

proceed to arbitration, the **Union shall, within ten (10) days of the date of such meeting**, but not thereafter, deliver to **the Company** a notice in writing stating that it wishes to take the matter to arbitration. The notice to arbitrate shall contain the name and address of the **Union's** proposed Arbitrators and must **also** specify the issues in dispute, and the remedy sought. Thereafter, the parties shall confer to select an agreeable Arbitrator.

8.04 Discharge

A claim by an employee, other than a probationary employee, that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the City Manager within five (5) working days after the employee ceases to work for the Company.

Such special grievance may be **settled** by:

- (i) confirming the Management's action to discharge or suspend the employee, or
- (ii) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (iii) any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

ARTICLE 9 - ARBITRATION

9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties after properly exhausting all Steps of the Grievance Procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first party's suggestions for an impartial Arbitrator. The recipient of the notice shall within five (5) working days inform the other party of the name of its suggestions. If the recipient of the notice fails to suggest an Arbitrator or if the parties fail to agree upon an Arbitrator within the time limit, the appointment shall be made by the Minister of Labor for the Province of Ontario upon the request of either party. The Arbitrator will hear and determine the difference or the allegation, shall issue a decision and the decision is final and binding upon the parties and upon the Company and any employee affected by it.

9.02 The Arbitrator shall not be authorized to make any decision, which is contrary to, or inconsistent with, the provisions of this Agreement. The decision of the Arbitrator constituted in the above manner shall be binding on both parties.

9.03 The compensation and expenses of the Arbitrator shall **in all** cases be borne equally by the Company and the Union.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.01 **An** employee will be considered as a probationary employee for his first three months of employment **and** will have no seniority rights during that period. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire. A probationary employee may be terminated at the discretion of management, which is an agreed "standard" under the *Labour Relations Act*.

10.02 The probation period for part-time employees will be three months **from** date of hire.

10.03 Upon the completion of an employee's probation period, a union steward along with the employee shall have a 1/2-hour paid session for union orientation. The purpose of this meeting is for explaining union rights, benefits and obligations, along with the distribution of contract, benefits **book**, etc. **This** meeting will take place on company premises.

ARTICLE 11 - SENIORITY

11.01 The Company will post seniority lists for a period of fourteen **(14)** calendar days within one (1) month after the signing of this Agreement. After such posting, the **list** shall become final **as** to the employees' names and dates designated on it, except **as** to any employee who has disputed the accuracy of his seniority date while the list **is posted**, in which case it will be subject to **an** adjustment under the Grievance Procedure if established to be inaccurate. **The seniority list** will be brought up to date every six **(6)** months **and** a copy will be given to the Chief Steward of the **Local** Union and a copy posted on the bulletin board. Seniority **shall** be in the following groups:

Full-time Employees

- (a) each valet location shall be separate
- (b) all other employees.

Part-time Employees

- (c) each valet location shall be separate
- (d) all other locations.

Seniority of part-time employees shall be expressed **as** hours worked. If a part-time employee becomes full-time or vice-versa, his seniority will be expressed in years on the basis that 2080 hours equals one (1) year.

11.02 **An** employee's seniority will be lost and the employee **shall** be **deemed** terminated **if** he:

- (a) quits the employ of the Company for any reason;
- (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) is laid off for a continuous period exceeding the length of his seniority at the time of lay-off or a period exceeding twelve **(12)** months, whichever comes first;
- (d) fails to return to work within five **(5)** working days of being notified of recall, **An** employee will be deemed to be notified of recall on the second **(2nd)** day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Company's files;

Note: It shall be the responsibility of the employee to keep the Company informed of his current address and telephone number.

- (e) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he has a *bona fide* reason; or utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- (f) is absent for three **(3)** consecutive working days without notifying the Company or is absent for this period with a *bona fide* reason;
- (g) is continuously absent due to illness or **injury** in excess of twenty-four **(24)** months; or
- (h) retires or **is** retired.

11.03 There shall be no bumping into or out **of** each separate valet location. However, this shall not prevent temporary transfers **as long as** they do not result in a layoff or reduction **in any** employee's hours. A temporary transfer shall not exceed **five (5)** consecutive days. The Union recognizes that temporary transfers may be necessary to provide service. The Company **will** discuss any concerns the Union has about frequented transfers and will seek to involve the Hotel in these discussions.

11.04 (a) In the case of a decrease in the workforce of more than three **(3)** days of recall from layoffs, the senior employee shall be entitled to displace the junior employee on the same seniority lists provided that in the opinion of management the senior employee has the ability and qualifications to perform the available work; but that opinion shall not be exercised in an arbitrary or discriminatory manner. Seniority rights shall not be exercised, however, to displace an employee in a higher-rated classification. It is agreed that probationary and temporary employees will be laid off first.

(b) (i) **Full-Time Employees**

A reduction of hours of a **full-time** employee due to shortage of work shall not be deemed to be a layoff provided the employee is still offered at least **twenty-four (24)** hours work per week.

(ii) **Part-Time Employees**

A reduction of hours of a part-time employee shall not be deemed to be a layoff.

(c) (i) **Transfer and bumping rights:** The senior employee shall be entitled to displace the junior employee in the same district or region, provided he or she has the seniority to do so. In the event the employee cannot exercise his or her seniority in their respective district they shall displace the most junior employee, currently employed @ Impark at the time of transfer or bump.

(ii) **Clarity Note:** The Regions shall be as follows: North-(Everything North of the 401.) South (anything South of the 401) East (anything East of Victoria Park) West (anything West of the Humber River.) ** The Valet locations are excluded from the above provisions**

11.05 In the event of a layoff of five (5) consecutive working days or more, the Company agrees to advise seniority employees affected at least five (5) days prior to the start of such layoff when the Company has sufficient advance notice. The Union shall be notified in advance of such layoffs.

11.06 The Chief Steward and a maximum of three (3) other Stewards (but not the Alternate Steward) shall be the last persons to be laid off provided that they have the ability and qualifications to perform the available work, This provision shall cease to apply to Stewards once they no longer hold the position.

11.07 In regards to any claim by an employee that he maintain seniority during a period of personal illness, subject to Article 11.02(g), it is understood that the Company shall have the right to require any employee affected to provide a satisfactory medical certificate, after 3 consecutive days absent, upon request the Company agrees to pay the fee as prescribed by OMA rates.

11.08 In cases of pregnancy, a female employee who has completed at least thirteen (13) weeks of employment shall be granted a leave of absence up to seventeen (17) weeks. Hardship cases beyond this period will be discussed between the Union and the Company.

11.09 It shall be the duty of employees to **notify** the Company promptly in writing of any **change** in their address. If **an** employee shall fail to do this, the Company will not be responsible for failure of any notice to reach such employee.

ARTICLE 12 - JOB POSTING

- 12.01 In the event that a new full-time job is created or a permanent vacancy occurs in an existing full-time job which the Company deems necessary to fill, the Company will post these openings for a period of five **(5)** working days in all work locations and kiosks that unionized employees work, in order to allow seniority employees interested to apply in writing. Part-time employees shall have preference to outside hiring, where the ability and capability to perform the position are relatively **equal**. seniority shall be the determining factor in all cases.
- 12.02 In the event that two (2) or more employees **apply**, the Company shall use seniority **as** the governing factor where in the opinion of management, the **skills**, qualifications, and ability of the applicants are relatively equal provided such opinion is not exercised in **an** arbitrary or discriminatory manner. If no applications are received from employees who the Company considers are **qualified**, the Company shall have the **right** to hire from outside the bargaining unit. **Seniority** of persons on the full-time seniority list will be considered first and after that the seniority of persons on the part-time seniority list.
- 12.03 The Company **will** post the name of any successful application not later **than** ten **(10)** working days following expiration of the posting period.
- 12.04 It is agreed that **successful** applicants for a posting **shall** not be permitted to reapply for another job for a period of seven **(7)** months.
- 12.05 The Company shall have the right to remove a **successful** applicant for a job within the first fifteen **(15)** **shifts** if he is unable to properly perform the job.
- 12.06 The job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the **filling** of the original vacancy.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Company may grant leave of absence of up to sixty **(120)** days or **as** agree to with the Company without pay to employees for personal reasons having due regard, however, to the operation of the work place, and provided any request for leave of absence is made in writing **at** least two (2) weeks prior to the **start** of such leave and the reasons for leave of absence is stated. If the employee is back to work within 85 days or less of his leave he **will** return back to his original **shift**. If the employee exceeds 85 days he will return back to a similar shift, similar hours and to whatever location is available
- 13.02 Any permission for leave of absence must be given in writing.

- 13.03 The Company will arrange for the continued coverage of insured benefits **if** the employee leaves sufficient funds with the Company to cover the complete costs (including the Company's portion) for the duration **of** the granted leave of absence.
- 13.04 The Stewards shall be granted unpaid leave of absence without **loss** of seniority to attend conventions or other official Union business. Such leaves **shall** be limited to ten (10) working days per contract **year per** Steward. Leave shall be granted provided that written request for it **is** made at least one (1) week prior to Company's operations.
- 13.05 Leave of absence without pay will be granted for a period of up to one (1) year to an employee in order that he may engage in full-time activity with the Union. If requested, such leave of absence prior to the agreed expiry of the leave, he will provide two (2) weeks notice to the Company before returning to work.

ARTICLE 14 - HOURS OF WORK

14.01 The workweek commences at 12.01 a.m. Sunday and ends the following Saturday at 11:59 p.m. Work schedules **will** be posted Friday at noon (or sooner if possible) for the following week but may be changed because of absenteeism or operation requirements.

14.02 (a) Valet Locations

Employees shall have a paid one-half (½) hour meal period on each shift of five (5) hours or more.

(b) Other Locations

Recognizing that many locations have **only** one (1) employee on duty at a time and that there are less busy times during which employees may eat on the job, there shall be no meal break during which an employee may interrupt or leave work provided the employee may leave the work station briefly for washroom break after posting the appropriate notice to parkers. Employees will be paid for the time they eat lunch while on duty, **A five-hour shift** or more, all bargaining unit employees will be paid a half-hour of unworked time for lunch.

14.03 The Union and the employees recognize that the nature of the Company's operations frequently requires overtime work to be performed in excess of the employee's scheduled **shift**. Overtime work assignments shall be offered to persons on the same site and shift within the classification in order of seniority. The Union agrees that employees will work overtime as required.

Where the Company determines that overtime **is** necessary it will be offered to the employees at the location on the shift who can satisfactorily perform the work in order of seniority.

14.04 (a) All Locations

Hours worked by employees in excess of forty **(40)** in a workweek or eight **(8)** hours in a day shall be paid for at time and one-half **(1 1/2)** the regular hourly rate.

(b) The Company agrees to pay a **shift** premium of 0.75 per hour for all hours worked between 10pm and 7am.

(c) The employee training an employee will receive **60** cents (0.60) per hour bonus. Such employee will be designated by management.

14.05 It is agreed that there shall be no **pyramiding** or duplication of overtime or premium duplication of overtime or premium pay rates under this Agreement. Where two **(2)** or more premium pay provisions are applicable, only the greater provision shall be paid.

14.06 **An** employee required to work more than eleven (11) hours in a **shift** will be paid a meal allowance of fifteen dollars **(\$15.00)**.

14.07 Employees shall be entitled to **shift** preference and available days off by seniority.

14.08 All Impark locations will endeavor to offer forty (40) hours of work per week to full-time employees who are prepared to work at any time during the week.

ARTICLE 15- PAID STATUTORY HOLIDAYS

15.01 For purposes of this Agreement the following days will be recognized **as** holidays for for employees who **qualify** under Article **15.02**:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

15.02 The Company will pay each active employee who **has** completed his probation period, his normal number of hours at his regular rate for each such holiday provided that the employee works his **full** scheduled **shift** immediately preceding and immediately following the holiday unless excused from doing so by the Company. In addition, an employee **must** have **earned** wages on at least twelve (12) days during the four **(4)** weeks immediately preceding the holiday.

15.03 If any of the above holidays **fall** within an employee's **vacation** period, the employee who **is** entitled shall receive another day **off** with pay **immediately** following his vacation.

ARTICLE 16- PAID VACATIONS

- 16.01 **An** employee in the active employ of the Company shall be entitled to an annual paid vacation on the following basis:
- (a) Employees having less than one (1) **year** of service **shall** receive vacation pay only, in accordance with the provisions of the **Employment Standards Act**.
 - (b) **An** employee with more than twelve (**12**) months continuous service with the Company as of their anniversary date of each year shall be entitled to two (2) weeks' vacation with pay at four percent (**4%**) **of his** earnings during the twelve (12) months proceeding their anniversary date.
 - (c) **An** employee with **four (4)** years continuous service with the Company as of their anniversary date of each year shall be entitled to three (3) **weeks** vacation with pay at **six** percent (**6%**) of his earnings during the twelve (12) months preceding their anniversary date.
 - (d) **An** employee with more than ten (10) years **continuous** service with the Company **as** of their anniversary date of **each** year shall be entitled to four weeks vacation with pay at eight per cent (**8%**) **of his** earnings during the twelve (**12**) months preceding their anniversary date.
 - (e) **An** employee with more than twenty (20) years service with the Company as of their anniversary date of each year shall be entitled to five weeks vacation ~~with~~ pay at (10%) of **his** earnings during the (**12**) months preceding their anniversary date.
- 16.02 For purposes of determining increased vacation entitlement, the appropriate date shall be the employees anniversary date.
- 16.03 For purposes of determing continuous service in Article 16.01 hereof, **an** employee may **miss** fifty (50) total days of absence, his vacation entitlement and pay shall be reduced on a pro-rata basis according to working days missed.
- 16.04 **An** employee who leaves the service of the Company shall be given the vacation pay to which he was entitled at the time he left the service Company.

- 16.05 Vacation time **is** not cumulative and must be taken by the conclusion **of** the vacation year.
- 16.06 Requests for vacation time shall be made in writing to the employee's supervisor at least four **(4)** weeks in advance of the start of the vacation. If this **is** done, vacation pay shall be paid on the payday immediately preceding the start of the employee's vacation. Final determination of vacation time shall be made by management following seniority after considering employee requests and operation requirements.
- 16.07 Vacation pay will be paid by separate cheque.

ARTICLE 17-HEALTH AND WELFARE

- 17.00 Effective June 1, 1999, in addition to ~~the~~ wages regularly to be paid by the Employer to the employees **as** provided in this Agreement, the Employer shall contribute to the **UFCW Local 175 & Ontario Health and Welfare Plan/Pension** a sum **equal** to one hundred and five dollars (\$105.00), per month, for each full time employee in service covered by this Agreement who is on the payroll for services rendered during any regular payroll period of one **year**. The Employer shall contribute one hundred **and** fifteen dollars (\$115.00), per month, for each full time employee in service during regular payroll period of two years, and one hundred twenty-five dollars (\$125.00), per month **for** each full time employee in service during any regular payroll period of three years. For any part-time employees in service covered by **this** Agreement **who** are on the payroll for services rendered during any regular payroll period of one year, the Company will contribute to **UFCW Local 175 & Ontario Health and Welfare Plan/Pension** thirty (\$30.00) per month. **For** employees ~~with~~ two years of service, the Company ~~will~~ contribute **forty** dollars (\$40.00) per month and for employees ~~with~~ three years **of** service, fifty (\$50.00) per month.
- 17.01 Employees will be entitled to in their first **year** of employment to four **(4)** paid sick days. Second year of employment entitled to five **(5)** sick days. Third year of employment employees will be entitled to six (*six*) sick days. Any unused sick days ~~will~~ be **paid** out at a rate of 50% per day at the end of the contract year.
- 17.02 Such contribution shall be paid monthly and shall be used solely for the purpose of providing health, welfare and death benefits and such other benefits as may be afforded to eligible employees in accordance with this Agreement.
- 17.03 Payments are to be made by the Company to the **UFCW Local 175 & Ontario Health And Welfare Plan/Pension** by the 5th day of each month. The Company will complete forms to be furnished by **UFCW Local 175** for reporting of "Welfare Contributions" to be forwarded to the **UFCW Local 175 & Ontario Health And Welfare Plan/Pension**.

- 17.04 All such monies due to the UFCW **Local 175** & Ontario Health And Welfare Plan/Pension from the Company herein under the provisions of this Agreement shall be segregated each week by the Company until monthly remittance **is** made to the UFCW Local 175 & Ontario Health **And** Welfare Plan/ Pension.
- 17.05 The Company will pay one hundred percent (100%) of the prevailing premium cost for the Ontario Health **Insurance** Plan for all eligible and participating employees while in service.
- 17.06 It is agreed that the UFCW Local 175 & Ontario Health And Welfare Plan/Pension shall be empowered to charge interest at the rate of two percent (2%) per month on the failure of the Company to make payment within thirty **(30)** days of the due date to the benefit fund **as** required by this Article.
- 17.07 It will be the policy of the Company to pay the monthly welfare contribution on behalf of employees who are off sick, for the month in which the employee became sick plus a maximum of an additional five **(5)** months while the employee is receiving sick benefits under your welfare plan.
- 17.08 In the event of a permanent layoff the Company agrees to pay benefits for two additional months after the month the layoff occurred.

ARTICLE 18-PAY FOR INJURED EMPLOYEES

- 18.01 In the event that an employee **is** injured in the proper performance of **his** duties, he shall, to the extent that he **is** required to stop work and receive treatment, **be** paid his wages for the remainder of his shift.

In order to receive such payment the employee must immediately report such injury to his immediate Supervisor.

ARTICLE 19-JURY DUTY AND CROWN WITNESS PAY

- 19.01 If **an** employee **is** called for **jury** duty or subpoenaed as a witness to give evidence on behalf of the **Crown**, he shall receive a regular day's pay for each day he is absent from his scheduled work provided that he **signs** over **to** the Company any jury duty fee or witness money he has received from the Court and provided he notifies his immediate Supervisor within twenty-four **(24)** hours of receipt of the notice or subpoena.
- 19.02 If an employee **is** excused from **jury** or witness duty for one (1) or more scheduled work days due to Court adjournment or other reasons, the employee must report for work for the balance of his regularly scheduled shift.

ARTICLE 20- CALL-IN PAY

- 20.01 When an employee who has completed his full **shift** of eight (8) hours is called back to **work after** the conclusion of his regular **shift** and he has left the **Company** premises, he shall receive a minimum of four (4) hours work or four (4) hours pay at his regular straight time rate.
- 20.02 The provisions of 20.01 above shall not apply when an employee is called in to work immediately prior to the start of his scheduled shift.

ARTICLE 21-REPORTING PAY

- 21.01 *An* employee reporting for work at the commencement of his regularly **scheduled** shift, unless notified in advance not to do so, or unless he is returning to work without notice after **an** absence, shall receive four (4) hours **work** or four (4) hours pay at his regular hourly rate. **This** provision shall not apply when there is a lack of **work** due to a situation beyond the control of the Company or where the employee agrees to to leave early.

ARTICLE 22- FUNERAL LEAVE

- 22.01 In the event of the death in an employee's immediate family, child, spouse (including "common law spouse"), father, mother, sister, brother, father-in-law, mother-in-law, the Company shall grant a paid leave of absence **from** scheduled **shifts** of up to three (3) successive days and **an** additional five (5) days unpaid for the purpose of allowing the employee to make funeral arrangements and to attend the funeral.

In event of the death of grandparents and grandchildren, a sister-in-law **and** brother-in-law, two (2) paid days shall be granted and if required, an additional two (2) unpaid days.
- 22.02 One-half (1/2) day (in town) or one (1) day (out of town) is granted without pay to attend the funeral of a relative outside of the immediate family or a close friend provided as much advance notice **as** possible is given to the employee's immediate supervisor.

ARTICLE 23-BULLETIN BOARD

- 23.01 The Company will provide a bulletin board at each location in a satisfactory location in the workplace for the convenience of the Union in posting notices of **union** activities. *All* such notices must be signed by an authorized officer of the Union and submitted to the Manager and/ or his authorized representative for approval before being posted.

ARTICLE 24-HEALTH AND SAFETY

24.01 The Company will comply with the Occupational Health & Safety Act. The Union agrees to **assist** the Company in maintaining proper observation of all safety and health rules and shall have the right to make recommendations to the Company respecting the safety and health of employees.

ARTICLE 25-MISCELLANEOUS

25.01 If an employee **is** solely responsible for cash the Company may deduct any proven shortages (other than third party theft) from **any** amount due to the employee subject to the employee's right to grieve whether there was a shortage.

25.02 The Union will not make any agreement (whether in a collective agreement, letter of intent, verbal or otherwise) with any other parking operator or valet parking operator within Metropolitan Toronto which is more favorable in its monetary terms to such operator than **this** Agreement.

25.03 Proven theft is subject to immediate dismissal subject to employee's right to grieve whether such theft occurred.

25.04 If Supervisors perform bargaining unit work in emergency situations **any** gratuities received will be pooled **and shared** between employees on the shift.

25.05 Management will be solely responsible to pick up all deposits @ on or before the completion of any employees shift at location where there **is** no drop **safe** available. Employees are to have no contact with the safes. ~~Cash~~ boxes will be **installed** in each location. Compensation time for making deposits will be discontinued upon installation.

25.06 ~~Cashiers~~ **will** not be held solely responsible for shortages if more than one (1) person handles the same cash for the duration of the shift.

25.07 Patrollers

The Company agrees to provide a vehicle for the term of the Agreement. However, in the event the Insurance Premium, exceeds four thousand dollars (\$4000.00) in any one year of this Agreement, the Company may have the option to compensate the Patrollers who are **full** time, with a car allowance of five hundred dollars (\$500.00) per month, plus all gas. The Company will continue the present practice with respect to part time Patrollers.

Patrollers Commission-\$1.00 per ticket written.

- 25.08 The Company shall pay **half** the cost of printing the Collective Agreement.
- 25.09 Employees shall have **access** to their personnel files upon giving the Company 48 hours prior notice, **with** a reason, with a representative from the Company and the right to have a union steward present.
- 25.10 The Company will continue the present practice of providing the Union on a monthly basis the SIN#s, Names, Addresses, Phone Numbers, Classification, of all Unionized Employees.
- 25.11 All work places that use video equipment will have a sign posted advising of such.
- 25.12 All discipline **is** to be handles in a strict confidential manner. The Management agrees that this matter is not to be discussed with any bargaining unit member not involved in the discipline.
- 25.13 **UFCW Local 175- Education and Training Fund- Company's contribution \$2000.00 per year.**
- 25.14 The Company will provide a **Union** bulletin board at each location.
- 25.15 In regard to the kiosks (booths) in the operation, all booths will be maintained with heating equipment for winter use. Those booths on the surface lots **will** be provided with air-conditioning for the summer months.
- Where applicable, those lots that do not have reasonable access to a washroom facility, or the personnel to relieve for washroom breaks, will be provided a portable washroom.
- 25.16 "All discipline will be removed after 18 months."

E Π

- 26.01 The Company will provide each employee **with** the appropriate **d o r m** . Such d o r m will consist of seasonal jacket(s), pant(s), seasonal shirt(s), tie(s), short(s) which shall be worn only for work. The Company Will replace the uniforms, as is necessary. The **cleaning** of the uniform is the responsibility of the employee and the employee is financially responsible for all lost uniforms, malicious damage or not returned upon separation from the company.

ARTICLE 27-LABOUR MANAC & TIMEET

27.01 The parties will meet monthly to discuss non-bargaining, non-grievance issues.

ARTICLE 28-DURATION

28.01 The Agreement shall become effective as of June 1, 1999 and shall remain in effect until May 31st, 2002, and thereafter from year to year unless notice of desire to modify, amend or terminate is given in writing by either party to the other. The notice shall be given not more than ninety (90) days and not less than forty-five (45) days prior to the expiry of the Agreement.

ARTICLE 29- WORKER COMPENSATION:

The Employer shall continue to pay the benefit for the month of which the absence occurs plus the next 11 months. After the expiration of this period the employee may elect to pay the total cost to the employer for each month.

Provided that an employees returns to work with in 52 weeks (consecutive) of the date of illness or injury, time spent on works compensation shall be considered as time worked for the purpose of calculating the current years vacation entitlement under the terms of the Collective Agreement.

ARTICLE 30- THE OCCUPATIONAL HEALTH & SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibility under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book, which must be posted in every workplace.

Employer's Duties

Among other things, the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor
- Co-operate with and assist the health and safety committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

He must:

- Ensure that the worker works in a safe manner and **uses** all the equipment, protective devices or clothing that is required.
- Advise a worker **of** any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and regulations.

Note: Lead hands in the bargaining unit must also ensure that workers work in a safe manner, as above, but they cannot discipline workers who refuse, for example, to wear safety equipment.

Workers' Obligations

- Use all safety equipment and wear **all protective** clothing required by the employer.
- Report any potential unsafe condition or defect in safety equipment to your Supervisor. Obey the Health and Safety **law** and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner, which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If **you** encounter **an** unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, **you** may **refuse** to **work at** a **job** or **task** where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely endanger yourself or another worker, or
- The condition of the workplace itself **is** hazardous.

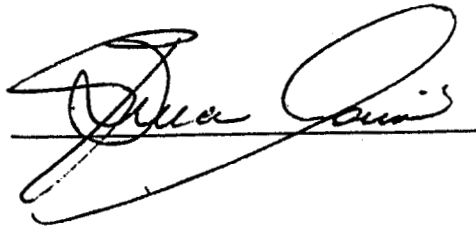
You must promptly notify your Supervisor of your **refusal**. He must then investigate the matter in your presence and that of a health **and** safety representative of the workers (normally the Steward or a member of the Health and Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to **refuse** to work, provided you have reasonable grounds to believe the condition still constitutes **a** hazard.

At this point, the Inspector from the **Ministry** of Labor must be called in. While you are waiting for **him**, the Supervisor can request that someone else perform the job provided that his is informed that the job was refused and the reasons for the **refusal**. This second worker also has the same right to refuse. The **refusing** worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final, Although his order may be appealed, you ~~must~~ return to the job ~~if~~ he so orders, pending the outcome of such appeal.

IMPERIAL PARKING LIMITED

UFCW LOCAL 175 & ONTARIO HEALTH
AND WELFARE PLAN/PENSION



REGIONAL MANAGER

IMPERIAL PARKING LTD.



Union Representative

UFCW Local 175

SCHEDULE "A"

WAGE RATES AND CLASSIFICATIONS

EFFECTIVE JUNE 1, 1999

CLASSIFICATION	START	AFTER 3MTHS	1 YEAR	2 YEARS	3 YEARS
Attendant	7.05	7.25	7.61	8.25	9.18
Maintenance	7.05	7.25	7.61	8.25	9.18
Valet	7.05	7.25	7.61	8.25	9.18
Patroller	7.05	7.25	7.50	7.75	8.50
Flagger	7.05	7.25	7.61	7.61	7.61

EMPLOYEES ABOVE THE GRID WILL INCREASE BY 3% (YEAR 1) 3% (YEAR2) AND 3% (YEAR3) BUT WILL BE CONSIDERED RED CIRCLED

EFFECTIVE JUNE 1, 2000

Increase 2.0%

CLASSIFICATION	START	AFTER 3MTHS	1 YEAR	2 YEARS	3 YEARS
Attendant	7.20	7.40	7.77	8.42	9.37
Maintenance	7.20	7.40	7.77	8.42	9.37
Valet	7.20	7.40	7.77	8.42	9.37
Patroller	7.20	7.40	7.65	7.91	8.67
Flagger	7.20	7.40	7.77	7.77	7.77

EFFECTIVE JUNE 1, 2001

CLASSIFICATION	START	AFTER 3MTHS	1 YEAR	2 YEARS	3 YEARS
Attendant	7.38	7.59	7.97	8.63	9.61
Maintenance	7.38	7.59	7.97	8.63	9.61
Valet	7.38	7.59	7.97	8.63	9.61
Patroller	7.38	7.59	7.85	8.11	8.89
Flagger	7.38	7.59	7.67	7.97	7.97

Limousine Service

An employee required to make limousine run will be paid five dollars (\$5.00) per hour worked on such run in addition to his regular rate.

JOB DESCRIPTION

POSITION: Parking Attendant	DATE COMPLETED: March 1997
FUNCTIONAL AREA: Operational	SUPERVISORS TITLE: Area/Site Manager

I. *Accountability*

A. Human Resources

- The jobholder has **no** management responsibilities.

B. Financial Responsibilities

- The jobholder has responsibility for collection of front line revenues on a cash **basis** ranging anywhere from \$100.00 - \$2500.00 per **shift**.

II. *Primary Responsibilities and Activities*

A. Supervising and Controlling

- The jobholder has no subordinates **to supervise**.
- The jobholder **has** control of all lot revenues and record keeping.
- The jobholder interacts face to face with **our** customers. (Service is **priority**)
- The jobholder **must maintain** the general cleanliness of both the work area and parking location.

B. Monitoring Business Indicators

- Significant activity for **this** position would include **price** trends in the parking industry (i.e. changing our prices **to match those of competitors**).
- The job holder should monitor **any** events that **occur** outside the location that **may affect the operation**.

C. Consulting and Innovating

- The jobholder **consults with** our managers **on** items of **relevance** to the parking operation.
- Deliberates with the manager in order to address **problems or** bring forth new ideas.

D. Administration

- Revenue control sheets for **both** automated and nonautomated locations **must** be balanced **to match** daily revenues.
- Each employee is required to deposit all monies and tickets, at the closet **drop** safe, following their Shift.

E. Coordinating

- In problem situations, **the** jobholder will coordinate, in order to achieve a resolution through **his** dealings, **with** the customer and **his supervisor**.

F. Representing

- The jobholder is a front line employee which is considered an extremely important function of this position.
- a Uniforms must be worn, when on duty, in a neat and well groomed manner. Appearance is very representative of the company.

G. Planning and Organizing

- The jobholder is responsible for supply orders being filled **to maintain a well stocked** supply.

III. *Internal and External Contacts*

VALET

(Revision Date **August 1999**)

1. Responsible directly to the Valet Department Manager.
2. Responsible for parking and retrieving vehicles in a timely fashion:
 - ⇒ obeying **distinct** rules of each lot
 - ⇒ paying attention to **speed limits**, lane changes, right of way and **pedestrians**
 - ⇒ treating the customer's vehicle as you would your **own**
 - ⇒ always being friendly and courteous and helpful when dealing **with** customers
3. Responsible for being punctual:
 - ⇒ arriving 5 minutes prior **to shift** start time
 - ⇒ ensuring your time card is accurate
4. Responsible for following the dress **code** at all times:
 - ⇒ ensuring your **uniform** is clean and pressed
 - ⇒ **maintaining** a clean and well **groomed** appearance
 - ⇒ **hair must** be clean, neat and well trimmed in a conservative manner
 - ⇒ only discreet jewelry is **permitted**
5. Responsible for assisting the doormen when required:
 - ⇒ opening doors for guests
 - ⇒ greeting and welcoming guests to hotel
 - ⇒ announcing the arrival of airport **buses** and tour buses
 - ⇒ **calling taxis** for **guests** when required
 - ⇒ answering valet counter **and** valet phone
 - ⇒ working in a manner that does not **disrupt** the activities at the **main** door
6. Responsible for making productive use of down time:
 - ⇒ cleaning and organizing valet counter
 - ⇒ walking **through** the lot **and** picking up any excess garbage
 - ⇒ ensuring valet **supplies are** well **stocked** and organized at all times
7. Responsible for being security conscious **at** all times:
 - ⇒ always asking for the matching valet ticket, **guest** name and **room** number before retrieving the **customer's** vehicle
 - ⇒ ensuring your **money**, tickets and control sheets are not left visible **to** the public
 - ⇒ ensuring your deposit **bag** is out of sight when making your cash deposit - using a tote bag or knapsack if possible
8. Responsible for adhering to all company policies and procedures:
 - ⇒ never give out information concerning revenues, number of customers, etc.
 - ⇒ never talk to the media directly - refer them to your district manager
 - ⇒ ensure that all customers **inquiries** and complaints are **handed** quickly and efficiently
9. Other duties **that** may be assigned from time **to** time.

ALL YOUR QUESTIONS, CLAIM INQUIRIES, DRUG CARDS, PACKAGES SHOULD
BE DIRECTED TO THE FOLLOWING BENEFITS ADMINISTRATORS.

UFCW LOCAL 175 BENEFITS

PHONE DIRECTORY/ IMPORTANT

I. **HEALTH AND WELFARE. DRUG CARDS/ CLAIMS FORMS
AND INFORMATION/**

**PBAS/ ISABELLE OR NAN&-61 INTERNATIONAL
BLVD. SUITE 110, ETIBOKE, ONTARIO M9W 6K4
TELEPHONE -416-674-8508/// FAX-416-674-0992**

2. **DENTAL COVERAGE/ CLAIMS INFORMATION**

**FUTURE FOCUS HEALTH SYSTEMS--1240 BAY
STREET, SUITE 806, TORONTO, ONTARIO**

TELEPHONE-416-929-9456--OR 1800-668-9956

ALL YOUR QUESTIONS, CLAIM INQUIRIES, DRUG CARDS, PACKAGES SHOULD BE DIRECTED TO THE FOLLOWING BENEFITS ADMINISTRATORS.

UNION MEMBERSHIP DEPARTMENT- UNION CARDS

TAMMY---905-821-8329--800-565-8329

FUTURE FOCUS MANAGED PLAN

*Must attend Plan Dentist **

Can go to any Specialist with referral by Plan Dentist

UNLIMITED MAXIMUM

Current Fee Guide always covered

Pre-existing conditions covered

100% COVERAGE FOR *

- Diagnostic
- Preventive
- Fillings
- Oral Surgery
- Endodontics
- Periodontics

**Providing services are performed at participating Dental Office*

50% COVERAGE FOR

- Crowns*
- Bridges *
- Dentures*
- Denture Repairs *
- All services referred to and performed by Specialists
- **ORTHODONTICS**

Unlimited maximum for children to age 19

Hotel; Adult subscriber only - unlimited maximum

Emergency Coverage: Up to \$100.00 at any Dentist

Dependant Children: To age 21 or 23 if full-time student

REGULAR INSURANCE PLAN

Can go to any Dentist

ANNUAL MAXIMUM

- \$1,500 Single
- \$3,000 Family

Previous year's Fee Guide

No Coverage for Major Restorative

NO ORTHO for Kids
NO Denture, Bridges,
Crown or bridges

100% COVERAGE FOR

- Diagnostic
- Preventive
- Fillings
- Oral Surgery

50% COVERAGE FOR

- Endodontics
(Limit of 2 procedures per year)
- Periodontics
(Limit of 1/2 mouth per year)

2 Root Canal per year,

NO COVERAGE FOR

- Major Restorative
- Orthodontics

Dependant Children: To age 19 or 21 if full-time student

DENTAL OFFICE LOCATIONS

East York Dental Office 957 Coxwell Avenue Toronto, Ontario M4C 3G4	# 06001	(416) 422-1500
Scarborough Dental Office 3750 Lawrence Avenue East Scarborough, Ontario M1G 1R1	# 06002	(416) 439-5111
Martingrove Dental Centre 301 Silverstone Drive Rexdale, Ontario M9V 3J6	# 06003	(416) 749-3414
Markham Dental Office 21 Wootten Way North Markham, Ontario L3P 2Y2	# 06004	(905) 294-0025
Dundas Dental Office 2766A Dundas Street West Toronto, Ontario M6P 1Y3	# 06005	(416) 767-9591
Lakeshore Dental Office 611 Lakeshore Road East Mississauga, Ontario L5G 1H9	# 06006	(905) 278-2913
Danforth Dental Office 1474 Danforth Avenue Toronto, Ontario M4J 1N4	# 06015	(416) 462-9100
** Brampton Dental Office 7700 Hurontario Street Suite 308 Brampton, Ontario L6Y 4M3	# 06010	(905) 459-1742
** Wilson Dental Office 895A Wilson Avenue Downsview, Ontario M3N 1E6	# 06040	(416) 630-5164
** 2345 Yonge Street (North of Eglinton) Suite 202 Toronto, Ontario M4P 2E5	# 06024	(416) 932-2222

** EMPLOYEES CHOOSING THESE OFFICES **MUST** COMPLETE AN ENROLMENT CARD. CARDS MAY BE OBTAINED FROM THE UNION OFFICE OR FUTURE FOCUS HEALTH SYSTEMS AT (416) 929-9456.

- ** 4002 Sheppard Avenue East # 06038 (416) 609-8348
(at Kennedy Road) Suite 208
Scarborough, Ontario M1S 1S6
(TEMPORARILY NOT ACCEPTING NEW PATIENTS)
- ** 386 Bathurst Street # 06039 (416) 603-6515
(near Dundas St.)
Toronto, Ontario M5T 2S6
- ** 1941 Victoria Park # 06043 (416) 447-0257
(between Lawrence Ave. & Ellesmere)
Scarborough, Ontario M1R 1V1
(TEMPORARILY NOT ACCEPTING NEW PATIENTS)
- ** 155 East Beaver Creek Road # 06044 (905) 764-0910
Unit 20
Richmond Hill, Ontario L4B 2N1

** EMPLOYEES CHOOSING THESE OFFICES MUST COMPLETE AN ENROLMENT CARD. CARDS MAY BE OBTAINED FROM THE UNION OFFICE OR FUTURE FOCUS HEALTH SYSTEMS AT (416) 929-9456.

**UFCW LOCAL 175 & IMPERIAL PARKING
CHANGES TO
COLLECTIVE AGREEMENT 1999**

TERM OF NEW COLLECTIVE AGREEMENT

**** JUNE01, 1999 TO MAY 31,2002**"**

ARTICLE 10 - PROBATIONARY EMPLOYEES - The probationary period for all employees (F/T & P/T) will be three months from the date of hire.

ARTICLE 11 - SENIORITY - Employees shall be entitled to shift preference and available days off by seniority.

ARTICLE 11:04(C) - TRANSFER AND BUMPING RIGHTS: The senior employee shall be entitled to displace the junior employee in the same district or region, provided he or she has the seniority to do so. In the event the employee cannot exercise his or her seniority in their respective district they shall displace the most junior employee, currently employed @ Impark at the time of transfer or bump.

The regions will be defined as follows:

NORTH - Everything north of the 401

SOUTH - Anything south of the 401

EAST - Anything east of Victoria Park

WEST - Anything west of the Humber River

** The valet locations are excluded from the above provisions

ARTICLE 11:07 - SENIORITY - Doctors notes after 3 consecutive days absent, upon request the company agrees to pay the fee as prescribed by OMA rates.

ARTICLE 12 - JOB POSTINGS

ARTICLE 12 - Part-time employees shall have preference to outside hiring, where the ability and capability to perform the position are relatively equal, seniority shall be the determining factor in all cases.

ARTICLE 12:01 - In the event that a new full-time job is created or a permanent vacancy occurs in an existing full-time job, the company will post these openings for a period of 5 working days in all work locations and kiosks that unionized employees work.

ARTICLE 12:04 - Amend to seven months

ARTICLE 13:01 - LEAVE OF ABSENCE - The company may grant a leave of absence of up to 120 days.

(a) 85 days or less return to original **shift** & location

(b) Over 85 days - return to similar **shift**, **similar** hours, whatever location is available.

ARTICLE 14 - HOURS OF WORK

ARTICLE 14:04 (a) - All locations at Impark 'Overtime' will be paid for all hours worked in excess of 8 hours in a day and 40 hours per week.

ARTICLE 14:04 (b) - The company agrees to pay a **shift** premium of 75 cents (\$.75) per hour for all hours worked between 10:00 P.M. and 7:00 A.M.

ARTICLE 14:04 (c) - **An** employee while training new employees will receive 60 cents (\$.60) per hour bonus. Such employees will be designated by management.

ARTICLE 14:06 - MEAL ALLOWANCE - After 11 hours a paid meal allowance of \$15.00.

ARTICLE 14:08 - Amend to 'All Impark Locations'

ARTICLE 15 - PAID STATUTORY HOLIDAYS

ARTICLE 15:01 - Include Civic Holiday

ARTICLE 15:02 - Amend and replace with scheduled **shift** before and after. Includes part time employees.

ARTICLE 15:03 - Delete lieu day

ARTICLE 15:04 - Delete lieu day

ARTICLE 16:01 - PAID VACATIONS - Delete July 1 in all article subsections and replace with anniversary date.

ARTICLE 16:01 (c) - 4 years continuous service - 3 weeks vacation - 6%

ARTICLE 16:01 (d) - 10 years continuous service - 4 weeks vacation - 8%

ARTICLE 16:01 (f) - 20 years continuous service - 5 weeks vacation - 10%

Provided that an employee returns to work within 52 weeks (consecutive) of the date of illness or injury, time spent on workers compensation shall be considered as time worked for the purpose of calculating the current years vacation entitlement under the terms of the collective agreement.

ARTICLE 17:01 - HEALTH AND WELFARE - In the event of a lay-off, the company agrees to pay two additional months benefits after the month in which the lay-off occurred.

FULL TIME - YEAR 1 - \$105. - YEAR 2 - \$115 - YEAR 3 - \$125.

PART TIME- YEAR 1 - \$ 30. - YEAR 2 - \$ 40. - YEAR 3 - \$ 50.

Part time employees will be eligible for this benefit after one year service.

ARTICLE 22:01 - BEREAVEMENT LEAVE - In the event of a death in the immediate family, an employee will be eligible for **(4)** four days paid and an additional **(5)** days unpaid. In the event of the death of grandparents and grandchildren, a sister-in-law and brother-in-law, an employee will be eligible for **(2)** days paid and an additional **(2)** days unpaid.

ARTICLE 25:05 - MISCELLANEOUS - Management will be solely responsible to pick-up all deposits. Cash counter boxes to be installed at all attendant locations by August 31, 1999. Compensation time for making deposits will be discontinued at the time of installation.

ARTICLE 25:09 - MISCELLANEOUS - In regard to the kiosks (booths) in the operation, all booths will be maintained with heating equipment for winter use. Those booths on the surface lots will be provided with air-conditioning for the summer months. Where applicable, those lots that do not have reasonable access to a washroom facility, or the personnel to relieve for washrooms breaks, will be provided a portable washroom.

ARTICLE 26:01 - 02 - 03 - UNIFORMS - The company will provide each employee with the appropriate uniform. Such uniform will consist of 'Seasonal' Jackets, pants, shirts, ties and shorts. The company will replace the uniforms as is necessary. The cleaning of the uniform is the responsibility of the employee and the employee is financially responsible for **all** lost uniforms, malicious damage or not returned uniforms upon separation from the company.

*****NEW*****

SUNSET CLAUSE - All discipline will be removed after 18 months.

PERSONNEL FILE ACCESS - Employees shall have access the their personnel files upon giving the company 48 hours prior notice, with a reason, with a representative from the company and the right to have a union steward present.

WORKER'S COMPENSATION - The employer shall continue to pay the benefit for the month during which the absence occurs plus the next 11 months. After the expiration of this period, the employee may elect to pay the total cost to the employer for each month.

LUNCH COMPENSATION - 5 hour shift or more, all bargaining unit employees will be paid a half hour of unworked time. This does not apply to locations where a scheduled lunch break is available.

SICK DAYS - Year 1 - 4 days, Year 2 - 5 days, Year 3 - 6 days. Sick days are non-cumulative. Payout - 50% unused days at end of contract year.

UNION ORIENTATION - Upon the completion of an employees probation period, a union steward along with the employee shall have a 1/2 hour paid session for union orientation. The purpose of this meeting is for explaining union rights, benefits and obligations, along with the distribution of contract, benefit book, etc. This meeting will take place on company premises.

VIDEO SURVEILLANCE - All work places that use video equipment will have a sign posted advising of such.

DISCIPLINE - All discipline is to be handled in a strict confidential manner. The management agrees that the matter is not to be discussed with any other bargaining member not involved in the discipline.

EDUCATION & TRAINING - UFCW LOCAL 175 - Education and Training Fund - the company will contribute \$2,000 per year.

BULLETIN BOARDS - The company will provide a union bulletin board at each location.

**IMPARK
JOB CLASSIFICATION AND
HOURLY RATES OF PAY
EFFECTIVE JUNE 1, 1999**

CLASSIFICATION	START	After 3 months	1 Year	2 Years	3 Years
Attendant	7.05	7.25	7.61	8.25	9.18
Maintenance	7.05	7.25	7.61	8.25	9.18
Valet	7.05	7.25	7.61	8.25	9.18
Patroller	7.05	7.25	7.50	7.75	8.50
	TICKET COMMISSION \$1 PER TICKET WRITTEN				
Flagger	7.05	7.25	7.61	7.61	7.61

3% (YEAR 2) AND 3% (YEAR 3) BUT WILL BE CONSIDERED RED CIRCLED

CLASSIFICATION	START	After 3 months	1 Year	2 Years	3 Years
Attendant	7.20	7.40	7.77	8.42	9.37
Maintenance	7.20	7.40	7.77	8.42	9.37
Valet	7.20	7.40	7.77	8.42	9.37
Patroller	7.20	7.40	7.65	7.91	8.67
Flagger	7.20	7.40	7.77	7.77	7.77

CLASSIFICATION	START	After 3 months	1 Year	2 Years	3 Years
Attendant	7.38	7.59	7.97	8.63	9.61
Maintenance	7.38	7.59	7.97	8.63	9.61
Valet	7.38	7.59	7.97	8.63	9.61
Patroller	7.38	7.59	7.85	8.11	8.89
Flagger	7.38	7.59	7.67	7.97	7.97