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COLLECTIVE AGREEMENT

BETWEEN

IMPERIAL PARKING CANADA CORPORATION

(hereinafter called the "Company" as party of the first part)

AND

**UNITED FOOD AND COMMERCIAL WORKERS CANADA,
LOCAL 175**

**Chartered by the UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION**

(hereinafter called the "Union" as party of the second part)

WITNESSETH that, in consideration of the mutual terms and covenants contained herein, the parties hereto hereby agree as follows:

EFFECTIVE DATE: May 7, 2007 to May 1, 2010

12792(02)

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ARTICLE 1 - PURPOSE

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

- (a) Orderly collective bargain relations;
- (b) A procedure for the prompt and equitable handling of grievance;
- (c) 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 Ottawa, save and except Supervisors, Site **Managers**, persons above the rank of Supervisor, **sales, office**, and clerical staff.

2.02 No work performed by the Bargaining Unit shall be contracted out during the term of the Agreement.

2.03 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 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 employee's membership or non-membership in the Union or by reason of age, race, creed, color, national origin, religious affiliation or gender, as such terms are defined in the *Ontario Human Rights Code*.

No Harassment" - The parties commit to providing a work environment that is free of unlawful harassment and discrimination. Actions, words, jokes or comments based on an individual's race, colour, religion, sex, age, natural origin, disability, or any other legally protected characteristics will not be tolerated.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to their supervisor. If their

supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the General Manager, Director of Human Resources or full-time Union Representative, Employees can raise concerns and make reports without fear or reprisal.

Employees who have experienced sexual or other unlawful harassment have an obligation to ensure they follow the complaint procedure. An employee's failure to do so could affect his or her rights in pursuing legal action.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must promptly advise **the** General Manager, who will handle the matter in a timely and confidential manner.

Anyone engaging in sexual or other unlawful harassment or any supervisor or manager who becomes aware of possible sexual or other unlawful harassment and does not promptly advise the General Manager will be subject to disciplinary action, up to and including termination of employment.

- 3.02 The Company agrees to allow each employee to wear Union insignia so long as it is not covering the Company's insignia,
- 3.03 Unless ~~otherwise~~ expressly stipulated, the provisions of this Agreement **shall** apply equally to male and female employees.

ARTICLE 4 - MANAGEMENT'S RIGHTS

- 4.01 The Union recognizes the right of the Company to direct its working force, to hire, lay off, discipline, assign duties, classify, discharge **for just cause**, promote, demote and transfer any employee and to manage its business in all respects in accordance with its obligations, subject to the provisions of this Agreement. The Union **also** recognizes the right of **the** Company to make and **alter** from time to time, **rules** and regulations, which are, just and fair.
- 4.02 The above **clause** shall not deprive the employee of the right to exercise the Grievance Procedure as outlined in this Agreement.
- 4.03 The Company agrees that **the** function of managers and supervisors is the management and supervision of employees. The work of managers and supervisors will not include assignments to work normally done by employees in the bargaining unit except for the purpose of breaks, training and demonstration **or** in the case of emergency. Managers, supervisors and other non-bargaining employees will not perform bargaining unit work until all reasonable ~~efforts~~ have been made to have the work covered by qualified bargaining unit employees. In cases where a dispute arises as to the appropriateness of management performing

bargaining unit work, the Union Business Representative may request a meeting with the Company to resolve the dispute.

ARTICLE 5 - UNION SECURITY AND DUES

- 5.01 (a) The Company agrees that all present employees covered by this Agreement 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 bi-weekly basis. Initiation fees are to be deducted on the first full week of pay after probation. 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 tenth (10th) day of the following month. The dues and initiation report will be provided in the form of email or on a computer diskette. A hard copy of the dues report will be attached to the remittance cheque.
- (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 deduction 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 listing including the addresses, and phone numbers of all staffed locations.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The parties having entered into this Collective Agreement in mutual good faith, the Company agrees there will **be** no lock out 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.
- 6.02 The word "strike" and the word "lockout" shall be defined in accordance with the definitions set out in the *Ontario Labour Relation Act, 1995*, as amended.
- 6.03 Failure to cross picket line or handle struck work shall not be considered ground for disciplinary action or otherwise be a violation of the Agreement.
- 6.04 The Union recognizes the right of the Company to protect its Business and the property of its customers.

ARTICLE 7 - REPRESENTATION

- 7.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union.

In order that **this** may **be** carried out, the Union will supply the Company with the names of its Union Representatives. Similarly, the Company will supply the Union with a list of its supervisory **or** other personnel with whom the Union may be required to transact business:

- 7.02 The Company recognizes the right of the Union to elect or appoint three (3) Stewards one (1) additional who shall be the Chief Steward plus two (2) Alternates 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 Union may at its discretion have the Chief Steward and/or **any** **Steward** involved in the filing of a grievance(s) in attendance at a grievance meeting.
- 7.03 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 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 Stewards will not lose pay in such circumstances.

- 7.04 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.
- 7.05 The bargaining unit employees have the right, at any time, to have the assistance of a Union Representative of the United Food and Commercial Workers International Union when dealing with the Company, 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 Site Manager or in his absence the Operations or General Manager
- 7.06 The Company will compensate Stewards at their regular rate of pay for time spent during their working hours in grievance meeting with the Company or the investigation or proceeding of grievances of employees. This does not apply to time spent on such matter outside regular working hours. Grievance meetings will normally be held during working hours.
- 7.07 The Company agrees to pay for 2/3 of the wages of the three (3) employees on the negotiating committee at their regular rate of pay for lost time during negotiations. The Union agrees to the remaining 1/3 of this cost.
- 7.08 (3) The Company agrees that whenever a meeting is held with an employee where the subject matter is intended to become part of such employee's record regarding his work or conduct, a Steward will be present as a witness. In the event of a discipline being imposed in the manner of a verbal warning, the Employer may not necessarily provide a steward automatically, but one shall still be made available if requested by the employee.
- (b) In the event a Steward is not available, this condition will be brought to the attention of the employee, The meeting that becomes part of the employee's record will then be postponed until the Steward is available.
- (c) If the meeting is held without the Steward, any conclusions, verbal or written, will be null and void except in the case where the employee has requested the steward leave the meeting, or in the case of a verbal warning, where the employee did not request a steward. The employee must sign a form stipulating the refusal of the presence of a Steward.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement have agreed that it is of the utmost importance to adjust complaints and grievance as quickly as possible,
- 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, 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 through the Union to the City Manager/Operations Manager within ten (10) business days of the circumstances giving rise to the grievance. The City Manager or Operations Manager shall hold a meeting with the employee, Steward and Chief Steward within a further five (5) business days and shall communicate his position to the employee within five (5) business days of such meeting.

Step 2

If the matter is not **settled**, then within three (3) working days of the City Manager or Operations Manager 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 the Union Steward involved and/or the Chief Steward and/or **the grievor** as soon as is practicably possible, but no 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** a meeting, the Company Representative shall render a written decision to the Union within five (5) working days. If the Union wishes to proceed to arbitration, the Union shall, within thirty-one (31) days after the receipt of the Company's written decision, deliver to the Company a notice in writing stating that it wishes to take the matter to arbitration.

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 ten (10) business days after the employee ceases to work for the Company.

Such special grievance may be settled by:

- (i) Confirming the Company's action to discharge or suspended 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 questions 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 suggested Arbitrator. 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 Labour 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 shall be 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** the 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 (3) months of employment or 40 regular shifts, whichever comes first, 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 Upon the completion of an employee's probation period, a Union Steward along with the employee shall have a one-half (½) hour paid session for Union orientation. The **purpose** of this meeting is for explaining Union rights, benefits and obligations, along with the distribution of this Agreement, etc. This meeting will take place on Company premises. After the session, both the employee and the Steward will sign a waiver sheet stating **that** the new employee understands **the** appropriate issues. A copy will **be** kept on file,

ARTICLE 11 - SENIORITY

11.01 (a) seniority shall be defined as length of continuous employment with **the** Company in **the** following groups within the Bargaining Unit:

- (1) full Time Employees - Employees are considered Full Time if they are regularly employed for more than **twenty-six (26) hours per week.**
- (2) **Part Time** Employees - Employees are considered Part Time if they are regularly employed for **twenty-six (26) hours or less per week,**

(b) Service shall be defined as length of continuous employment with **the** Company.

(c) The Company will post a seniority list **for** a period of fourteen (14) calendar days within **one** month of signing 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** four (4) months (January 15, April 15, July 15, October 15) and a **copy** will be given to the Stewards of the Local Union and the Union Representative and a copy posted on the bulletin boards at **work** sites.

(d) Seniority of Part Time employees **shall** be **based** on the last day **of** hire. **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 employee shall be deemed terminated if he:

- (a) Quits **the** employment of the Company for any reason;
- (b) Is discharged and 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 letter sent by Priority Post 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 purpose other than those for which the leave of absence was granted;
- (f) Is absent for two (2) business days without notifying **the** Company or is **absent** for this period without 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 rehired;
- (i) As a **Casual** On-Call employee, fails to work a **shift** for a period exceeding twelve (12) months.

11.03 The Union recognizes that transfers may be necessary to provide service. However, this shall not result in a layoff or reduction in an employee's hours.

- 11.04 (a) In the **case** of a decrease in the workforce of more than **three (3) days or recall** from layoff the senior employee shall **be** entitled to displace the most junior employee on the **same** seniority list provided **that** in the **opinion** of management the senior **employee** shall have **the** ability and qualifications to **perform** the available work; but that opinion shall not be exercised in an arbitrary or discriminatory manner. **If** there is more than one junior employee with the same seniority date, the **affected** employee will be able to pick the location he wishes to bump, **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) It is agreed and recognized by both the Union and Company that the business **of** the Company is subject to fluctuations according to the day **of** the week or month, and time of the day, resulting in business peaks, For

this reason, it is necessary to employ both regular employees (referred to as Full Time employees) and Part Time employees.

(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 six (26) hours work per week.

In view of its responsibilities to its Full Time employees, the Company agrees that they shall receive preference in the matter of available employment and continuity of employment over Part Time employees, up to the basic daily or weekly hours of work.

(ii) Part Time Employees

A reduction of hours of a Part Time employee shall not be deemed to be a layoff.

The Company agrees that the Part Time employees shall not be used to the extent they replace or displace a present Full Time employee from employment or prevent the hiring of a Full Time employee.

- (c) (i) Transfer or bumping rights:** When transferring or bumping, the senior employee shall be entitled to displace the most junior employee on the same shift, or failing that on any other shift, provided he or she has the seniority to do so. If there is more than one junior employee with the same seniority date, the affected employee will be able to pick the location he wishes to bump. In the case of location or shift reductions, the affected employees will be given four (4) weeks notice where possible. The most senior employee(s) will initiate the bumping procedure within three (3) business days of receiving notice. Each employee subsequently bumped will then have three (3) business days to exercise their decision, from when they received notice. In the event the employee cannot exercise his seniority, they shall displace the most junior employee on the same shift, currently employed at Impark at the time of transfer or bump. The employee may also choose to convert to Part Time and will follow the procedure as above. The shifts are day shift, afternoon shift and overnight shift.
- (ii)** Any employee who is transferred or bumped for any reason shall be shown a fully updated copy of the seniority list and Lot Schedule prior to making any decisions when transferring or bumping.

Furthermore, no affected employee can be denied the right to transfer or bump as per Article 11.

- (iii) Shift selection rights may only be exercised in cases of lay-off, shortage of work, and job postings.
- (iv) Employees must bump within their classification and may only bump into another classification in the case of a lay off.
- (v) For clarification purposes with respect to bumping rights in a lay-off situation:
 - 1. The affected employee will have the right to bump **the** most junior employee at his workplace and work the most junior employee's schedule;
 - 2. If the affected employee does not accept to work the junior employee's schedule he will have the option **of** bumping the most **junior** employee **from** within the seniority **list**, citywide, that resembles **the** affected employee's schedule prior to the lay-off.

11.05 The Chief Steward shall be the last person to **be** laid off provided that he has the ability and qualifications to **perform** the available work. This provision shall cease to **apply** to the Chief **Steward** **once** they no **longer** hold the position.

11.06 In regards to any claim by an **employee** that he maintain seniority during a period of personal illness, **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, upon presentation of a receipt, the **fee** prescribed by the **OMA** up to a maximum fee of fifteen dollars (\$15.00).

11.07 In the event **of** a layoff of five (5) consecutive working days or more, the **Company** **agrees** to advise affected employees with more seniority 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

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

11.09 **An** employee's seniority will **be** lost when he accepts employment within the Company which is outside the bargaining unit for a period **greater** than thirty (30) days.

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** where the Company deems necessary to fill, the Company will post these openings for a period of seven (7) working days in all work locations and **kiosks** that unionized employees work, in order to allow employees with more seniority to apply in writing. Copies of such **postings** shall be initialed and **dated** at the time of posting by the Site Manager and steward, or another bargaining unit employee if no steward is available. These **postings** shall in turn be retained for future reference in a binder supplied by the Company. During the job posting period the Company may temporarily fill a vacancy with an employee they find suitable. In addition, Impark will provide a twenty four (24) hour telephone recording that lists all positions available (the "Job Line"). The Job Line will **be** updated daily, New Full Time **jobs** and permanent vacancies will **be** listed on the Job Line for seven (7) days as above, Those senior employees interested **in** any position must apply **in** writing as above. The Job Line phone number must be posted in a visible spot in each location.
- 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 applications 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** six (6) months. Probationary employees cannot apply for a new position until such time that they have completed their probationary period. Should such employee apply for a vacant position subsequent to **the** completion of their probationary period, and in turn **be the** successful candidate, **the** Employer may **hold the** employee in their existing position for a period not to exceed three (3) months beyond the completion of said **probationary** period in order to accommodate the needs of the business,
- 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 If a Part Time employee works thirty-two (32) hours per week for six (6) consecutive **weeks**, except for replacement of absent Full Time employees, such position shall be posted **in** accordance with article of job posting of the Full Time portion of this Agreement.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 The Company may grant ~~leave~~ of absence of up to **one** hundred and eighty (180) **days**. **Such** requests shall **be in** writing and include the reason for and expected date of return **and be** approved by the **Company**. The written request must be submitted at least two (2) weeks prior to the start of such **leave** unless impossible. **The** Company will reply in writing within **seven** (7) days. **Such** approval shall not be unreasonably denied, If the employee is back to work within one hundred and twenty (120) days or ~~less~~ of his leave he will return back to his original shift. If the **employee's** leave exceeds one **hundred** and twenty (120) **days** he will return **back** to a similar shift, similar hours **and** to whatever **location** ~~is~~ available within his district as per Article 11.
- 13.02 Any permission for leave of absence must **be** given in writing with a **copy** to the Union.
- 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**. Leave **shall be** granted provided that written request for it is made at **least** one (1) **week** prior to the commencement of the leave.
- 13.05 Leave of absence without **pay** will be granted for a **period** of up to **one** (1) year to any **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.
- 13.06 An Employee applying for a leave of absence may, when **making** the written **request**, ask for any outstanding vacation pay to be paid out on **the** last pay **before the** leave begins.

Other types of leave

Leave for birth or adoption of a Child

A male employee shall **be** granted two (2) days leave with pay to accommodate the circumstances surrounding the birth of his child.

An employee shall **be** granted two (2) days leave with pay for **needs** directly relate to the adoption of his/her child.

Maternity and Paternal Leave

Unpaid leave of absence for maternity or paternal **leave shall** be granted **in** accordance with Employment Standard Act of Ontario, and Employment Insurance Regulations.

ARTICLE 14 - BEREAVEMENT LEAVE

14.01 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, grandparents, grandchildren, the Company shall grant a paid leave of absence from scheduled shifts **of** up to **three (3)** successive days and an additional two (2) days unpaid for the purpose of allowing the employee to **make** funeral arrangements and to attend the funeral.

In *the* event **of** the death of a sister-in-law and brother-in-law **one (1)** working day shall **be granted** on the same conditions,

14.02 One (1) **day** **is** granted without pay to attend **the** funeral of a relative outside of the immediate family or a **close** friend provided twenty-four (24) hours or as much advance notice as possible **is** given to the employee's immediate supervisor.

It is recognized by the parties that **the** circumstances, which call for leave in respect of bereavement, are based on individual circumstances. On request, the Company, after considering the particular circumstances involved, may grant leave without pay for a period greater than **the** period provided for in clause 14.01.

ARTICLE 15 - PAID STATUTORY HOLIDAYS

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

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

15.02 The Company will pay each active employee the amount of **public** holiday pay that he is entitled to provided that **the** employee works **his** full **scheduled** shift immediately preceding and immediately following the holiday unless excused from **doing** so by the Company. The amount of holiday pay to which an employee is entitled is 1/20 of all of his regular hours in the four weeks ending just before the work **week** with 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 VACATION

16.01 An employee in the active employee list of the Company shall be entitled to an annual paid vacation on the following basis:

Employees having less than one (1) year of Service shall receive vacation pay in accordance with the provisions of the Employment Standards Act.

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 previous calendar year.

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 previous calendar year.

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 (4) weeks vacation with pay at eight (8%) of his earnings during the previous calendar year.

An employee with more than fifteen (15) years continuous Service with the Company as of their anniversary date of each year shall be entitled to five (5) weeks vacation with pay at ten percent (10%) of his earnings during the previous calendar year.

An employee with twenty (20) years or more of continuous Service with the Company as of their anniversary date of each year shall be entitled to six (6) weeks vacation with pay at twelve percent (12%) of his earnings during the previous calendar year.

Completed Years of Employment	% Accrual	Days Off With Pay
Less than 1 year	4%	0
1 year	4%	.83 per completed month in year
2 years	4%	2 weeks
3 years	6%	2 weeks
4 years	6%	3 weeks
5 years	6%	3 weeks
6 years	6%	3 weeks
7 years	6%	3 weeks
8 years	6%	3 weeks
9 years	8%	3 weeks
10 years	8%	4 weeks
11 years	8%	4 weeks
12 years	8%	4 weeks
13 years	8%	4 weeks
14 years	10%	4 weeks
15 years	10%	5 weeks
16 years	10%	5 weeks
17 years	10%	5 weeks
18 years	10%	5 weeks
19 years	12%	5 weeks
20 years	12%	6 weeks
21 years & bevond	12%	6 weeks

Effective January 1, 2008, vacation accrual shall be **deemed** to include the previous years' vacation pay. Vacation **pay** shall be payable on a separate cheque.

- 16.02 **For purpose of determining** increased vacation entitlement, the appropriate **date** shall be the employee's anniversary date. The vacation year shall be the period from **January 1st** in any year to **December 31st** of the same year.
- 16.03 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 of the **Company**.
- 16.04 Vacation time is not cumulative and must **be taken** by the conclusion of the vacation year. Any unused vacation pay **that** remains at this time shall be paid out to the employee on a separate **cheque**.
- 16.05 There **will** be two separate times for employees requesting vacation. **Each** Employee shall **notify** the company between **January 1st** and **March 31st** or **July 1st** to **September 30th** of their desired vacation time subject to their **eligibility as** described above, Employees may book vacation during **the** selection periods **but**

must give one (1) pay period advance notice to process and receive their vacation pay prior to their vacation, The Company, following seniority and after considering employee requests shall make a final determination of vacation schedule and operational requirements. No request for vacation shall be unreasonably denied.

- 16.06 If mutually **agreeable** between the Company and the employee, the employee may work through his vacation and receive his vacation pay as per Article 16. The employee must **agree** to sign a document stating that he/she agrees to work through their vacation,
- 16.07 The Company will notify each employee in writing if any vacation time is outstanding within three (3) months of the end of the calendar year.
- 16.08 Vacation pay **shall** be paid to all employees in advance of their vacation, as long as the Company is made aware of the vacation time one (1) pay period in advance of the employee's departure, and will be placed under a separate heading on the pay stub.

ARTICLE 17 - JURY DUTY AND CROWN WITNESS PAY

17.01 Leave with pay shall be granted to every employee who is required:

- (a) To serve on a jury, or
- (b) By subpoena or summons to attend as a witness in any proceeding **held:**
 - (i) In or under the authority of a court of justice or before a grand jury,
 - (ii) Before a court, judges, justice, magistrate or coroner
 - (iii) Before the Senate or House of Commons of Canada, or a committee, of the **Senate** or House of Commons, otherwise than in the performance of the duties of her position,
 - (iv) Before a legislative council, legislative assembly or House of assembly, or any committee thereof that is **authorized** by law to compel the attendance of witnesses before it, or
 - (v) Before an arbitrator or umpire or a person or body or persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

If, during the performance of his/her normal duties, an incident arises which result in a court action requiring the employee's

attendance in court either as a plaintiff or defendant, he/she will be given the necessary leave with pay to attend court.

- 17.02 If an employee is excused from jury or witness duty for one (1) or more scheduled workdays **due** to Court adjournment or other reasons, the employee must report for work for the balance of his regularly scheduled shift.

Other Leave without Pay

The Company may grant leave without pay for any purpose, including upgrading of formal education qualifications, or election to a full-time municipal office.

Education Leave without Pay

The Company recognizes the usefulness of Education Leave. Upon written application by the employee, an employee may be granted educational leave without pay for up to one (1) year which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill his/her present role more adequately or to undertake studies in some field in order to provide a service which the Company requires or is planning to provide. Seniority will be maintained but will not be accumulated during a period of educational leave.

Maintenance of Employee Benefits

An employee may elect to continue coverage of his/her benefit package while on a leave of absence by paying the full cost of premium to the Company who will then maintain the benefits by paying the cost of the premium to the appropriate underwriter, excluding maternity/paternal, WSIB or sick leave as in Article 20.03.

ARTICLE 18 - HOURS OF WORK

- 18.01 The workweek commences at **12:01 am** Sunday and ends the following Saturday at **11:59 pm**. 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. All employees must be at their posted position at the start of their shift.
- 18.02 The Company shall provide each employee one eating period of at least one-half ($\frac{1}{2}$) hour at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period. Such meal period shall be regarded as time worked.

In locations where lunch period relief is not available the Company shall pay the employee in addition to his regular pay, a one-half ($\frac{1}{2}$) hour premium at his regular rate of pay in lieu of said lunch period.

The employee may also leave **the work** station **briefly** for a washroom break after posting the appropriate notice to customers.

18.03 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 .

18.04 **All Locations**

(a) The **Company agrees** to pay a shift premium of fifty-five cents (55¢) per hour for all hours worked between 11:00 pm to 7:00 am.

(b) An employee training a **new** employee will receive eighty-five cents (\$0.85) **per** hour premium. Such employee will be designated by management

18.05 It is agreed that there shall **be** no pyramiding or duplicating 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.

18.06 An employee required to work more than twelve (12) consecutive hours in a shift will be **paid** a meal **allowance** of **nine** dollars (\$9.00).

18.07 Upon completion of the employee's shift, **employee** must deposit all daily revenues at **the bank or** deposit box/vault as instructed by the Company. Employees will receive one-half (1/2) hour pay at the regular rate when required to deposit at the **Bank. Deposits at deposit boxes/vaults will be part of the** scheduled shift.

18.08 The employee must complete **all** paperwork within his regular scheduled shift. At locations where the Company deems extra time is needed to complete this paperwork, the employee will receive a maximum of one-half (1/2) hour at **the** regular rate of pay.

18.09 Employees on the **call** list, wherein they have made themselves available to work, must answer the call at all **times**. The Company will accept only one (1) **refusal** with a bona fide reason. **If** the employee refuses a **second** (2nd) time, his/her name **shall be** removed from the call list, **If** the employee knows in advance that he/she will not be able to work on a certain date, the employee must **notify** the **head** office at least forty-eight (48) hours in advance.

18.10 The Company will endeavour to offer forty (40) hours of work per week to Full Time employees who are prepared to work at any time during the week,

Overtime

18.11 All work after forty-four (44) hours of work per week or after ten **(10)** hours per day shall be compensated on the **basis** of time and one-half **(1 ½)**.

18.12 The normal work **week** for full-time employees shall be forty-four (44) hours a week for five (5) consecutive days, ten **(10)** hours per day for a total of forty-four (44) hours per week depending on the time schedule or shift arrangement of such employee. An employee has the right to refuse any shift schedule **that** is in excess of eight (8) hours per day. Where deemed necessary, to schedule employees at **the** regular rate of pay of eleven (11) hours per day, four (4) days a week (forty-four [44] hours per week). Hours worked **beyond the** eleven **(11)** hours a day or forty-four (44) hours a week will be considered overtime.

18.13 Overtime shall be based on the employee's regular rate of pay.

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

18.15 Overtime **work** shall be voluntary and it shall be offered by seniority.

18.16 **The** Company may force overtime **in** cases of emergency **but** will undertake to minimize any forced overtime. Any forcing **of** overtime shall be in reverse order of seniority with the employees on duty

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

18.18 An employee shall receive payment at the rate of time and a half his regular **hourly** rate for all work performed on any holidays set out in Article 15.01 in addition to any holiday pay to which **he** may be entitled.

18.19 **On Wednesday of every week** employees, both Full Time and Part Time, interested in working overtime for the following week will **place** their name, start date, and phone number on a list provided by the Company and located at each location, which will then **be forwarded** to the Main Office. Employees on this **list** with the most seniority will be contacted first to perform scheduled overtime. Scheduled overtime is overtime which is brought to the attention of the Company within twelve (12) hours or more notice.

In case where non-scheduled overtime arises (when notice to the Company is less than **twelve (12) hours**) the Company may award such **overtimes** to

employees on the same site and shift immediately preceding and or immediately following the shift available for overtime. If the Company ~~is~~ unable to fill the non-scheduled overtime shift using the same site and shift employees, the Company shall refer to the process used as per Article 18.15 to fill overtime

All overtime to be offered first to the employee who owns ~~the~~ shift. If this employee refuses, then the overtime will be offered by seniority to those that have **applied** on the weekly overtime list.

18.20 Employees transferred to another position on a temporary basis by the Company will receive his own rate or the rate for the job he is being transferred to, whichever is higher.

ARTICLE 19 - TRAINING

19.01 If an **employee** is asked to train a new employee, the employee shall receive eighty-five cents (\$0.85) training premium for all hours worked as a trainer in addition to his/her applicable rate of pay. Training shall ~~be~~ voluntary if more than one employee on site.

19.02 The Company recognizes the benefits of employees training towards career development. For **courses** receiving prior approval by the Company, the employee shall be reimbursed by the Company for the cost of tuition for any such course ~~upon~~ the employee's successful completion to same provided they receive a passing grade. In the alternative, if the Company compels an employee to take educational courses or programs, such training shall ~~be~~ taken on leave with pay ~~and~~ the Company shall pay for the cost of training approved by it in advance.

19.03 a) All new employees shall receive a least **eight** (8) hours of supervised ~~on-~~the-job training.

b) Maintenance employees shall receive training in the operation of all equipment sufficient to ensure safe and competent operation.

19.04 The Company shall provide to the trainers an outline of required training that needs to ~~be~~ given to new employees.

19.05 The employee who is being trained will ~~be~~ **given** a "temporary separate float" and a temporary training password (where applicable) to process transactions for which he/she will be responsible. This temporary float will come out of the trainer's float with a signed receipt from the trainee who must return ~~the~~ temporary float to ~~the~~ trainer at the end of the shift.

ARTICLE 20 - SICK LEAVE AND HEALTH AND WELFARE

20.01 (a) Effective January 1, 2008, in addition to the wages regularly paid by the Employer to the employees as provided in this Agreement, the Employer shall contribute to the United Food and Commercial Workers Benefit Trust Fund a sum equal to one hundred and fifty-five dollars (\$155.00) per month for each full-time employee in service covered by **this** Agreement **who** has completed one (1) year of service and who is on the payroll for services rendered. In consideration of the above, the Employer shall deduct seventeen dollars and fifty cents (\$17.50) each bi-weekly pay from all full-time employees. The Employer shall be responsible for the applicable taxes.

Effective **January 1, 2009** the **Employer's** contribution shall increase to one hundred sixty dollars (\$160.00) per month plus applicable taxes.

Effective January 1, 2010 the Employer's contribution shall increase to one hundred sixty-five dollars (\$165.00) per month plus applicable taxes.

(b) The Employer agrees to **sign** the "Participation Agreement" as prepared by the Trustees of **the** Fund **and** supply or **sign** any other documents, forms, reports or information required by **the** Trustees of **the** Fund, and shall **forward** all contributions and all applicable taxes, documents, **forms**, reports or information required by the 21st of the month following the work month.

20.02 The employee's portion of the premium **is** deemed to **pay** **Life** Insurance, Accidental Death and Dismemberment, and **Short-term** Disability Policies prior to payment of the Extended Health Care, Prescription Drugs and Dental Policies.

20.03 All Full Time employees **with** at least **one** (1) year of Service shall be entitled to paid sick leave ("Sick Leave Entitlement").

(a) All Full Time employees with more **than** one **(1) year but less than two (2)** years of Service shall receive a Sick **Leave** Entitlement of four (4) paid sick days per calendar year:

(b) **All Full Time** employees with more than **two** (2) years but less than six (6) years of **Service** shall receive a Sick Leave Entitlement of six (6) paid sick days per calendar year;

(c) All Full Time employees with more than six (6) years of **Service** shall receive a Sick Leave Entitlement of eight (8) paid sick days **per** calendar year;

(d) The Employer will pay out fifty percent (50%) of unused sick **leave** at the end of each calendar year.

- (e) For clarification, Part Time employees are excluded from paid sick day benefits.
- 20.04 Employees will be paid Sick Leave upon presentation of a doctor's certificate if requested by the Company and if the employee is absent for three (3) days within a seven (7) day period. For clarification, the Company may only ask for a medical certificate if the employee has been absent for three (3) days in a seven (7) day period. Upon request of a medical certificate, the Company agrees to reimburse, upon presentation of a receipt, a maximum fee of fifteen dollars (\$15.00).
- 20.05 The company may request a doctor's note for an absence of less than three (3) days ~~when abuse~~ of sick leave is suspected, The Company will reimburse the employee up to fifteen dollars (\$15.00) for each note requested,
- 20.06 Sick Leave eligibility shall not accumulate from year to year and is not payable in lieu of time off.
- 20.07 ~~It will be the~~ policy of the Company to pay the Company's portion of the monthly welfare contributions on behalf of employees who ~~are~~ not at work due to illness or injury for the month ~~in~~ which the employee became sick or was injured ~~plus~~ a maximum of an additional five (5) months while the employee ~~is~~ receiving sick benefits under the welfare plan or on W.S.I.B. benefits. Those off on pregnancy and/or parental leave will have the Company's portion of the benefits paid for ~~by the Company~~ for the duration of ~~that~~ leave

ARTICLE 21 - PAY FOR INJURED EMPLOYEES

- 21.01 ~~In~~ the event that ~~an~~ employee is injured in the 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 ~~an~~ ~~injury~~ to his Immediate Supervisor,

ARTICLE 22 - CALL-IN PAY

- 22.01 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 of~~ work.
- 22.02 The provisions of 22.01 above shall not apply when ~~an~~ employee is called in to work immediately prior to the start of his scheduled shift.

ARTICLE 23 - REPORTING PAY

23.01 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 leave early.

ARTICLE 24 - BULLETIN BOARD

24.01 The Company will provide a bulletin board or an area 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 25 - HEALTH AND SAFETY

25.01 The Company will comply with the Occupational Health and Safety Act. The Union agrees to assist the Company 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.

25.02 All underground lots shall be monitored and tested on a semi-annual basis (July and December) for carbon monoxide and a copy of the report will be given to the Union as well as posted at a location accessible by all employees. Additional testing will be done at any site(s) deemed necessary by the Health and Safety Committee.

25.03 A Health and Safety Committee of at least two (2) members from the Union and two (2) members from management shall meet regularly on every third Tuesday of the month to discuss the issues related to the Health and Safety of employees and submit recommendations which shall be implemented by the parties, as well the minutes of these meetings shall be kept recorded with the Company and the Union.

25.04 The Company will post Appendix "C" at each location where the Company does business.

ARTICLE 26 - MISCELLANEOUS

- 26.01 Proven theft is subject to immediate dismissal subject to employee's right to grieve whether such theft occurred.
- 26.02 If Supervisors perform bargaining unit work in emergency situations any gratuities received will be pooled and shared between the employees on the shift.
- 26.03 Although employees are required to deposit all money collected immediately after their shifts, for safety reasons, employees may request to **be escorted by** another employee on duty or by an employee whose shift ends at **the** same time. **Such** request will **be** subject to operational requirements **but** in **any** event will not be unreasonably denied. Management will make alternative arrangements in cases where an employee is physically challenged and unable to make the deposit. If a particular location becomes an **issue**, the Union and Company will meet and **agree on a solution**.
- 26.04 All work places that use video equipment will have a sign posted advising of such.
- 26.05 All discipline are to be handled 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.
- 26.06 In regards to the kiosks (booths) **in** the operation, all booths will be maintained with heating equipment for winter use. The Company through the use **of** its Health and Safety Committee shall monitor periodically each work site for the purpose of determining whether **or** not a site requires air conditioning or will provide air conditioning pending the Landlord's approval. Landlord's denial shall be in writing and **forwarded** to the Union.
- 26.07 The Company **will** make arrangements **to** provide a **bathroom** to attendants at those locations where a bathroom is not installed.
- 26.08 The Company will provide communications at every site for emergency and business only.
- 26.09 The Company agrees to distribute any notices from the Union to the employee with their **pay** cheques or pay stubs, where practicable. The Company will not unreasonably deny such distribution of Union notices.
- 26.10 Any **discrepancies in pay cheques of fifty dollars (\$50.00)** or more will **be** paid within three business days or less by cheque to the employee by the Company.

26.11 The employees will be given specific procedures (procedures may vary from one location to another) regarding being relieved for breaks. All employees will sign off that they have read and understood the lot specific instructions and these sheets will **be** kept **in** their file. Therefore, all employees will be responsible for all shortages.

26.12 If an employee is solely responsible for cash and a proven shortage occurs (other than third party theft) the Company **must** within fourteen (14) days notify the employee in writing as to the date and amount of shortage and indicating an **option** to repay **or** have deducted the amount of the shortage subject to the employee's right to grieve whether there was a shortage.

26.13 The Company shall pay five hundred dollars (\$500.00) towards **the** cost of printing the Collective Agreement.

26.14 Contracting Out or Outsourcing - The Union agrees the Company has the right to sub-contract any duties deemed by the Company to **be** outside of the expertise of the employees, without limitations and without informing the Union, such things as:

1. **Snow** Removal
2. Leveling and Grading
3. Pavement and surface repair
4. Painting of any and all types
5. Electrical work or repairs
6. Leveling **and** moving of kiosks
7. Any and all equipment repairs and maintenance

The Company will not subcontract or **outsource** any work which **is** normally done by bargaining unit employees that will result in the loss of hours or the layoff of any member in the bargaining unit.

When subcontracting is required preference, if to the satisfaction **of** the Company, will be given to companies who are in contractual relations with the Union.

ARTICLE 27 - SHUTTLE BUS DRIVERS

27.01 It shall be the duty of employees to report promptly in writing to the Company all **defects** in equipment.

27.02 The Company will endeavour to have vehicles maintained in a safe operating condition in accordance with the Department of Transport's Regulations.

27.03 The determination in respect to the condition of vehicles shall rest with a qualified mechanic.

27.04 Company vehicles/drivers will not be required to tow or push vehicles.

27.05 Circle Check - The Company will provide the Circle Check **forms** for the drivers to fill out on each shift. Once completed, these **forms** will be kept in a safe place for reference in case of an accident inquiry or a facility audit by the **Ministry** of Transport. The drivers will do a circle check of the vehicle at the beginning of their shift and **any** time that they are required to change vehicles. This circle check is required by law and will be included as part of the scheduled and paid time.

27.06 Medical Examinations

- (a) Provisions for Medicals - Any medical examination required by the Company and/or any medical examination required by the Government legislation or Regulation for the purpose of maintaining a driver's license to perform their duties, shall be promptly complied with **by** such **employees**, provided, however **that** the Company **shall** pay for all such examinations. The Company **reserves** the right to **select** their own medical examiner or physician. The Company agrees to reimburse an employee the full cost of medical fees charged by a reputable medical clinic and/or doctor for required driving license medical examinations for those employees required by **the** Company to maintain driver's licenses to perform their duties,
- (b) When a medical examination is required by the Company, **the** following conditions shall apply:
 - (i) No medical exams will be required during working hours.
 - (ii) If a medical exam is taken after working hours, the employee shall **be** paid one (1) hours pay at his **regular** straight time hourly rate and shall, in such cases, receive at least three (3) days notice prior to the appointment with **the** doctor.
- (c) A report ~~of~~ the examination will be made available to the employee through the doctor designated by the employee.
- (d) No **employee** shall **be** required to take a medical examination on a Saturday unless the employee so requests **and** does so voluntarily.
- (e) Medical requirements applied **by** the Company **shall** not exceed those applied by the Department of Transport as it relates to driver's licenses.

- 27.07 Valid Driver's License - Employees whose jobs require them to drive must have a valid driver's license. In the event **that** an employee has his/her driver's license suspended or revoked, he must promptly notify management. Failure to comply will result in disciplinary **action** up to and including discharge.
- 27.08 All employees must perform all such reasonable duties, including but not limited to lifting items (where applicable) **up** to a maximum of seventy (70) pounds (32 kg) as required.
- 27.09 Lead Hands - Lead Hands for shuttle bus operations shall be entitled to a premium of **one** dollar **(\$1.00)** per hour over and above the rate as listed in **the** Collective Agreement.
- 27.10 Meal Periods - Notwithstanding the terms and provisions of the Collective Agreement, specifically Article **18.02**, the parties agree that all shuttle bus drivers who so desire shall be entitled to **an** unpaid meal period **of** one (1) hour during their shift. Employees shall provide their Employer with one **(1)** day periods notice of their intention to **either** exercise or waive this right.
- 27.11 Exclusions - It is agreed and understood that given **the** dynamics of **the** shuttle bus operation that Article **18.04(a)** of the Collective Agreement shall not apply to shuttle bus drivers.
- 27.12 Preventable Accidents - Progressive discipline will be applied in accordance with **Article** 29.03 for each occurrence of a preventable accident. A preventable accident shall be defined as any accident which occurs because **the** driver fails to act in a reasonably expected manner to prevent it. Accidents related to or as a result of wanton (reckless) conduct shall be subject to immediate discipline, up to and including termination. Drivers shall be financially responsible for any damage resulting from wanton (reckless) conduct.
- 27.13 Drivers shall be financially responsible for any and all fines and citations imposed while operating the Shuttle **Bus** that **are** a direct result of **the** driver's inappropriate action.
- 27.14 Notwithstanding **the** terms and provisions of Article 30.01, Shuttle Bus Drivers who must park their personal vehicle while on duty shall have the cost **for** such parking paid for by the Employer.

ARTICLE 28 - EMPLOYEE FILES

- 28.01 When a formal assessment of **an** employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate **that** its contents have been **read** and understood. Upon **written** request, a copy of an employee's **completed** assessment **form** will be

provided to the employee. If the employee refuses to sign, this will be documented and also sent to the Union.

28.02 The Company agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the content of which **the** employee was not aware at the time of filing or within a reasonable period thereafter, In the case of discharge such evidence will be limited to **the** grounds stated in the notice **of** discharge given **to** the employee.

28.03 When an unsatisfactory report is placed on **an** employee's file, the employee **concerned** must be given an opportunity to sign the report in question to indicate that its contents have **been** read and understood.

28.04 **Any** document relating to disciplinary action, which may have been placed **on the** personnel file of an employee shall **be** deemed to be removed and destroyed after twelve (12) months have elapsed since the infraction took **place** provided that no further occurrence of disciplinary action for a similar nature incident, as described below, **has been recorded** during this subsequent period.

(a) Occurrences resulting **in** disciplinary action **by** the Company are **to** be grouped and classified as **one** of **the** following:

Incompetence	Neglect of Duty
Without Uniform	Wilful Misconduct
Dishonesty	Other _____
Preventable Accidents	(Specified)
Unsafe Driving	
Driving Infractions	

28.05 Employees shall have access to their personnel files twice per year upon giving the Company forty-eight (48) hours prior notice, and may review them with a representative from the Company and a Union Steward present.

28.06 Employees **whose jobs** require them to drive must have a valid **driver's** license. In the event an employee **has** his driver's license suspended or revoked, **he** must **promptly** notify management. Failure to comply will subject the employee to disciplinary action up to and **including** discharge.

The Company has the right to examine driver's licenses at any time.

ARTICLE 29 - POLICIES, PROCEDURES, AND DISCIPLINARY ACTION

29.01 The Company will provide each employee with just and fair policy and procedures manual, which **will** be accepted and acknowledged, by the employee as a condition **of** employment, Any contravention of the Company's policies and procedures **by**

the employees is subject to discipline, as described below, by the Company. Any discipline by the Company is subject to the grievance procedure as outlined herein.

29.02 The Company reserves the right to discipline the employees for any and all acts against Company policy and employees' job description, which **may be** changed from time to time at the sole discretion of the Company with proper notice,

29.03 The Company recognizes disciplinary action as a form of corrective measures with limitations. Disciplinary action shall be implemented as per the following steps:

- Step 1 Documented verbal warning.
- Step 2 Written reprimand.
- Step 3 Suspension up to five (5) working days without pay
- Step 4 Suspension more than five (5) days without pay.
- Step 5 Subject to dismissal,

29.04 All disciplinary acts are subject to the grievance procedure.

29.05 The Company reserves the right to bypass any step in the disciplinary process where progressive discipline would not be appropriate. Disciplinary action for "severe misconduct" related to theft, the **safety** and security of other employees and/or the property of the Company, may at the discretion of the Company be instituted at Step 5, Article 29.03.

ARTICLE 30 - PARKING BENEFITS

30.01 Parking benefits to employees on duty will be provided upon certain reasonable conditions, which will be site specific. If employee fails to abide by the conditions, he/she will lose his/her parking privileges/benefits.

ARTICLE 31 - UNIFORMS

31.01 a) Where employees are required to wear a uniform or apparel of a particular style, the Company will provide colouring or description of the necessary apparel. All employees will dress in a manner that is neat, clean, tidy and appropriate to their position and situation.

b) As above, the particular **style** and colour will include:

For all Full Time employees: a seasonal Company jacket, a tie, **two (2)** pairs of black trousers or skirt plus **two (2)** short-sleeved tops **for** summer,

plus two (2) long-sleeved tops for winter, which all **shall** remain the property of the Company.

For all Part Time employees: a seasonal company **jacket**, a tie, a pair of black trousers or skirt plus **one** short-sleeved top for summer and a long sleeved top for winter. If employees wish to wear a **hat**, the company will provide one – all other hats are prohibited.

The Company will not unreasonably deny a request for an extra uniform depending if an employee works extra hours or **under special** circumstances.

- c) The Company **requires** that no denim **material** be worn, as it is not appropriate to their **position(s)** save **and** except maintenance **employees**, in which **case** the colour black must be worn. **All** tops must carry the Company insignia.

31.02 In cases of hot weather, **25** degrees Celsius and up, the employees on those locations exposed to direct **sunlight** (i.e. surface locations) are **permitted** to remove their tie and wear solid coloured **hemmed** (at or slightly above **the knee**) shorts. In these cases, **the** jacket is not necessary but the name badge must be worn.

31.03 Maintenance employees will be supplied with coveralls, and a seasonal **jacket**.

31.04 **The Company** will provide a seventy-five dollars (\$75.00) shoe allowance each year towards the **purchase of safety boots** for work for **all** Full Time employees classified as Maintenance, **Shuttle Bus Drivers** or Traffic

31.05 During his/her employment, **an** employee shall launder and look **after** and perform minor repairs to the designated special apparel supplied by **the Company**.

31.06 Employees required to wear uniforms must adhere to the Company's dress code as a condition of employment.

ARTICLE 32 - LABOUR MANAGEMENT MEETING

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

ARTICLE 33 - WAGES

33.01 Employees will be paid **in** accordance with the **Rates** as outlined in Appendix "A".

33.02 **Employees** with a rate of **pay** currently in excess of the amounts presented in **Appendix "A"** will **be** "red-circled" and their **rate** of pay will continue unabated until eligible for an increase.

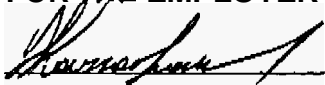
33.03 Rates of pay will be increased to the Provincial Minimum Wage should the Provincial Minimum Wage exceed any rate of pay at any time during the Term of this Agreement.

ARTICLE 34 - DURATION

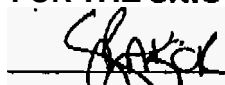
34.01 The Agreement shall become effective as of May 2, 2007 and shall remain in effect until May 1, 2010, and thereafter from year to year unless notice of desire to modify, amend or terminate is given in writing by either party to the other. The notice shall be given not more than ninety (90) days and not less than forty-five (45) days prior to the expiry of the Agreement.


Signed in OTTAWA, Ontario on the 14 day of JANUARY, ~~2007~~ ²⁰⁰⁸.

FOR THE EMPLOYER



FOR THE UNION









Appendix A

CASHIER

(Full-time and Part-time)			
	May 2, 2007	May 2, 2008	May 2, 2009
Start	\$8.25	\$9.15	\$9.90
1 Year	8.50	9.35	10.10
2 Years	8.75	9.55	10.30
3 Years	9.00	9.75	10.50
4 Years	9.25	9.95	10.70
5 Years	9.60	10.15	10.90
6 Years	9.85	10.35	11.10
7 Years+	10.50	10.80	11.30

SHUTTLE BUS DRIVER			
	May 2, 2007	May 2, 2008	May 2, 2009
Start	\$10.00	\$10.25	\$11.00
1 Year	10.20	10.45	11.20
2 Years	10.40	10.65	11.40
3 Years	10.60	10.85	11.60
4 Years	10.80	11.05	11.80
5 Years	11.00	11.25	12.00
6 Years	11.20	11.45	12.20
7 Years+	11.40	11.65	12.40

MAINTENANCE			
	May 2, 2007	May 2, 2008	May 2, 2009
Start	\$8.50	\$9.40	\$10.15
1 Year	8.75	9.60	10.35
2 Years	9.00	9.80	10.55
3 Years	9.25	10.00	10.75
4 Years	9.50	10.20	10.95
5 Years	9.85	10.40	11.15
6 Years	10.10	10.60	11.35
7 Years+	10.75	11.05	11.55

Maintenance Hosing (full-time and part-time) will receive a two dollar (\$2.00) per hour premium over and above their regular pay for all hours spent hosing,

TRAFFIC/JOCKEY (full-time and part-time)			
	May 2, 2007	May 2, 2008	May 2, 2009
Start	\$8.50	\$9.40	\$10.15
1 Year	8.75	9.60	10.35
2 Years	9.00	9.80	10.55
3 Years	9.25	10.00	10.75
4 Years	9.50	10.20	10.95
5 Years	9.85	10.40	11.15
6 Years	10.10	10.60	11.35
7 Years+	10.75	11.05	11.55

Traffic/Jockey (full-time and part-time) will receive an additional premium of fifty cents (50¢) per hour during the winter months (November 1 to March 31) if working surface parking operations.

INFO DESK/LEAD HAND/DISPATCH/FLOATER			
	May 2, 2007	May 2, 2008	May 2, 2009
Start	\$9.25	\$10.15	\$10.90
1 Year	9.50	10.35	11.10
2 Years	9.75	10.55	11.30
3 Years	10.00	10.75	11.50
4 Years	10.25	10.95	11.70
5 Years	10.60	11.15	11.90
6 Years	10.85	11.35	12.10
7 Years+	11.50	11.80	12.30

Appendix B

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.

Company's Duties

Among other things, the Company must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazards.
- 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 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.

Worker's Obligations:

- Use all safety equipment and wear all protective clothing required by the Company.
- 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.

Worker's 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 **to** 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 the reasonable grounds to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called **in**. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he 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 is** he so orders, **pending** the outcome of **such** appeal.

LETTER OF AGREEMENT

between

IMPERIAL PARKING CANADA CORPORATION

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: GRANDFATHERED BENEFIT PREMIUMS

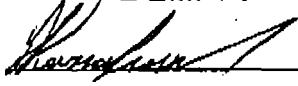
In consideration of the implementation of a new *benefit plan* for the membership and given that the new cost share may represent a significant increase in the cost for a select group of employees, the parties agree as follows: Employees on the payroll as of date of ratification of this Agreement who are currently enrolled in the Company Benefit Plan are at the "90:10 split" level for premium payment shall contribute towards the new benefit plan in the following manner:

	<u>Company Portion</u>	<u>Employee Portion</u>
Jan. 1, 2008	\$135.00	\$20.00
Jan. 1, 2009	\$140.00	\$20.00
Jan. 1, 2010	\$145.00	\$20.00


In respect of the above amounts, the Employer shall absorb the cost of the applicable taxes.

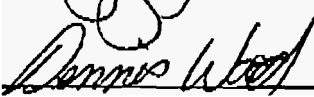
Signed in OTTAWA, Ontario on the 14 day of JANUARY ~~2007~~ ²⁰⁰⁸.

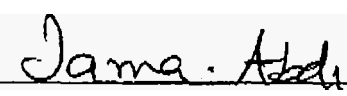
FOR THE EMPLOYER

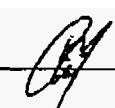


FOR THE UNION









LETTER OF AGREEMENT

between

IMPERIAL PARKING CANADA CORPORATION

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

RE: SENIOR EMPLOYEES (employees hired prior to November 1, 1999)

In consideration of the **impact** in merging **the** two (2) wage scales in the Collective Agreement, the Employer agrees to pay a wage adjustment to **those** employees hired prior to November 1, 1999 in **the** following manner:

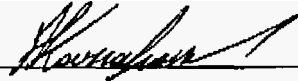
- **May 2, 2007 - One hundred dollars (\$100.00)**
- **May 2, 2009 - Fifty dollars (\$50.00)**

For the purpose of clarity, the **affected** employees are:

Matiwas, Elsa	Gebrekiros, Halib Seme
Gebrie, Wossen	Amir, Adan Hussein
Yeung, Hing-Lam	Therault, Serge
Abebe, Wosenachew	Assefa, Rigbe
Ghebremedhen, Zekarias	Abdi, Jama Dahir
Saleh, Sitenur	Gebremeskel, Tibletse Hagus
King, Lindsay	Bongard, Michael R.
Melke, Tekle Mebrat	Taguement, Sid-Ali
Worku, Tirunesh Seifu	

Signed in OTTAWA, Ontario on the 14 day of JANUARY, 2008.

FOR THE EMPLOYER



FOR THE UNION

