



# **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: September 1, 2016 to May 2, 2019**

**13793 (05)**

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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/HARASSMENT/BULLYING**

- 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 Human Resources 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 Human Resources 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 Human Resources Manager will be subject to disciplinary action, up to and including termination of employment.

Bullying – The parties agree that bullying will not be tolerated in the workplace. Bullying is defined as acts or verbal comments that could mentally hurt or isolate a person, and can also include physical aggression. Bullying usually involves repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people.

- 3.02 Duty to Accommodate: The Ontario Human Rights Code (the "Code") provides for equal rights and opportunities, and freedom from discrimination. The Code recognizes the dignity and worth of every person in Ontario. Employees with disabilities are entitled to the same opportunities and benefits as people without disabilities. In some circumstances, employees with disabilities may require special arrangements or "accommodations" to enable them to fulfill their job duties.

A disability may have been present from birth, caused by an accident, or developed over time. It includes physical, mental, and learning disabilities, mental disorders, hearing or vision disabilities, epilepsy, drug and alcohol dependencies, environmental sensitivities, as well as other conditions.

Accommodation is a shared responsibility. Everyone, including the person seeking accommodation should co-operate in the process, exchange relevant information, and explore accommodation solutions together.

- 3.03 The Company agrees to allow each employee to wear Union insignia so long as it is not covering the Company's insignia.
- 3.04 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. 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 (10<sup>th</sup>) day of the following month. The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail ([remit@ufcw175.com](mailto:remit@ufcw175.com)) or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information as known to the Company:

1. S.I.N.
2. Employee number, if applicable
3. Full name (Last/First/Initials)
4. Full address, including City and Postal Code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time or Part-time designation
10. Union dues deducted (or the reason a deduction was not made)
11. Total dues deducted
12. Back dues owing
13. Vacation pay breakdown of dues owing
14. Initiation fees deducted
15. Total initiation fees deducted

- (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 Representative on a quarterly basis 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 lot 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 strike 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 shall notify the Employer, in writing, of the names of stewards. The Employer will not recognize any individual as a steward until it has received such notification from the Union.
- 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 100% of the wages of the three (3) employees on the negotiating committee at their regular rate of pay for lost time during negotiations.

The Company shall pay five hundred and fifty dollars (\$550.00) towards the cost of printing the Collective Agreement into booklet form.

- 7.08 (a) 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.
- (d) Upon Union's request, the Company shall grant Union stewards up to two (2) days' time off with pay to attend training or conference provided by the Union.

## **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 Human Resources Manager/Operations Manager within ten (10) business days of the circumstances giving rise to the grievance. The Human Resources 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 Human Resources 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 Human Resources 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.
- 9.04 Neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party written prior notice of its intent to do so.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting "filing for arbitration" shall then be triggered.

The parties further agree that any Arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness as per the provisions of this Collective Agreement.

## **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) A part-time employee who becomes a full-time employee will be given a seniority credit of fifty percent (50%) of his part-time seniority towards his full-time seniority date. If a full-time employee becomes part-time, he will retain his original date of entry into the bargaining unit as his seniority date.
- 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 (2<sup>nd</sup>) 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. Should it become necessary for the Company to transfer an employee, the Company shall meet first with the Union to discuss the best way to implement the transfer, however the Company reserves the right to ultimately decide on the transfer of an employee.

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 thirty-five (35) 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) Bumping rights: In the event of location or shift reductions, affected employees will be given four (4) weeks notice where possible. The most senior employee(s) will initiate the bumping procedure within three (3) days of receiving notice. Any employee subsequently bumped will then have three (3) business days from the date notice was given to exercise their decision.
- (ii) Any employee who is bumped for any reason shall be shown a fully updated copy of the seniority list and Lot Schedule prior to making any decisions when bumping. Furthermore, no affected employee can be denied the right to bump as per Article 11, however a full-time employee may elect to convert to part-time status and follow the above procedure.

- (iii) Shift selection rights may only be exercised in cases of lay-off, shortage of work, and job postings.
- (iv) Bumping procedure: The procedure to be followed in the event that bumping is to occur shall be as follows:
  1. Location: An employee may elect to bump the most junior employee at their existing location and must work that employee's regularly scheduled hours.
  2. Shift: An employee may elect to bump the most junior employee city wide that is working the same regularly scheduled shift, or if not available, the most junior employee city wide working an alternate shift.
  3. Maximizing hours: If at all possible, a full-time employee may elect to bump the most junior part-time employee if that would allow for them to maintain a maximized work week and prevent the displacement of another full-time employee.
  4. Classification: Employees must bump within their own classifications so long as one of the above options is available to them. In the event that no such option exists, the employee may elect to bump into a classification within the same wage scale to that of their current position. If there is still no viable option for the affected employee, as a final recourse, they may elect to bump the most junior employee in the next higher and subsequent classification brackets providing they have the necessary skill and ability to perform the work required of the desired classification.
- (v) With respect to an employee classified as full-time by virtue of holding multiple different part-time positions, such employee shall be classified for the purpose of this Article by the position that affords them the greater number of hours. By example, an employee working twenty-four (24) hours as a Cashier, and sixteen (16) hours as an Ambassador, shall be classified as a Cashier and proceed through the above bumping procedure in that manner. In the event that both such positions afford the employee the same number of hours, the employee shall be classified based on the higher rated position.

For the purposes of this Collective Agreement, "shift" shall be defined as follows:

Day Shift: where the majority of hours fall between 7:00 am and 3:00 pm

Afternoon Shift: where the majority of hours fall between 3:00 pm and 11:00 pm

Night Shift: where the majority of the hours fall between 11:00 pm and 7:00 am

For the purposes of this Collective Agreement, "location" shall be interpreted as follows: the physical location that an employee is working; it being understood that Rideau Centre, Airport, and Sunlife contain all of the lots that are attached to them and are each considered to be one location.

- 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 twenty dollars (\$20.00).
- 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, telephone number and e-mail address (if applicable). 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, unless mutually agreed upon in writing between the Company, the Union, and the employee concerned.

## **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 website that lists all positions available (the "Impark Website"). The Website will be updated daily. New Full Time jobs and permanent vacancies will be listed on the Website for seven (7) days as above. Those senior employees interested in any position



must apply in writing as above. The Website address 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.
- 12.07 Temporary vacancies of a period in excess of eight (8) weeks shall be posted in accordance with the above procedures.

### **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 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.
- 13.05 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 Parental Leave**

Unpaid leave of absence for maternity or parental 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 In the event of a delayed interment or ceremony for reason of religion or other protected grounds under the Ontario Human Rights Code, an employee may

save one of the days identified above without loss of pay to attend the interment or ceremony.

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 Year's 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.

15.04 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.

## **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 that 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.

<b>Completed Years of Employment</b>	<b>% Accrual</b>	<b>Days Off With Pay</b>
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 & beyond	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 1<sup>st</sup> in any year to December 31<sup>st</sup> 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. Full-time employees must use a minimum of two (2) weeks of their vacation time entitlement. Full-time employees with five (5) weeks' vacation entitlement must use a minimum of three (3) weeks of their vacation entitlement. An employee who elects to utilize less than their full vacation pay entitlement will be paid the difference between their full vacation pay entitlement and what they were actually paid in that vacation year, on a separate cheque at the beginning of the following year.
- 16.05 There will be two separate times for employees requesting vacation. Each Employee shall notify the company between January 1<sup>st</sup> and March 31<sup>st</sup> or July 1<sup>st</sup> to September 30<sup>th</sup> 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 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.
- 16.07 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 place 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/parental, 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 (½) 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.

Recognizing that many locations have only one (1) employee on duty at a time and that are less busy times during which employees may eat on the job, subject to it being approved by the Site Manager, there shall be no meal break. Such employees will be paid, in addition to his regular pay, a one-half (½) 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 The Company agrees to pay a shift premium of eighty cents (80¢) per hour for all hours worked between 11:00 pm and 07:00 am

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 ten dollars (\$10.00).

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 or return the call at all times. All unreturned calls will be tracked. If an on-call/casual employee is deemed to have refused five (5) shifts at any time, they will be removed from the on-call/casual list.
- 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 up to forty-four (44) hours per week scheduled over five (5) consecutive days. Such hours shall be up to ten (10) hours per day, depending on the time schedule or shift arrangement of the employee. An employee has the right to refuse any shift that is in excess of eight (8) hours per day. Where deemed necessary employees may be scheduled at the regular rate of pay for eleven (11) hours per day, over four (4) days in the week. Hours worked beyond the eleven (11) hours per day or forty-four (44) hours per week shall 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 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.

18.19 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 October 1, 2016, 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 two hundred sixty-one dollars (\$261.00) per month for each full-time employee in service covered by this Agreement who has completed nine (9) months of service and who is on the payroll for services rendered. In consideration of the above, the Employer shall deduct fifty-five dollars (\$55.00) per month from all qualifying full-time employees. The Employer shall be responsible for the applicable taxes.

Effective October 1, 2017, the Employer's contribution shall increase to two hundred sixty-nine dollars (\$269.00) each month, in consideration of which the Employer shall deduct fifty-five dollars (\$55.00) per month from all qualifying full-time employees. The Employer shall be responsible for the applicable taxes.

Effective October 1, 2018, the Employer's contribution shall be two hundred seventy-six dollars (\$276.00) each month, in consideration of which the Employer shall deduct sixty-two dollars (\$62.00) per month from all qualifying full-time employees. The Employer shall be responsible for the 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 15<sup>th</sup> 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 continuous full-time Service shall be entitled to paid sick leave ("Sick Leave Entitlement"). One (1) sick leave equal the amount of hours missed for a specific shift.

(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.
- (f) Sick leave entitlements are accrued in the current calendar year worked. Should an employee terminate his/her employment with the Company having used more sick leave entitlement than has been accrued for the current calendar year, the excess sick leave will be paid back to the Company from the employee's final cheque.

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 twenty dollars (\$20.00).

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 twenty dollars (\$20.00) 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 quarterly, or more frequently if determined by either party to the committee 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 "B" 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 **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 - EMPLOYEE FILES**

- 27.01 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.

27.02 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.

27.03 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.

27.04 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	

27.05 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.

27.06 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 28 - POLICIES, PROCEDURES, AND DISCIPLINARY ACTION**

28.01 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.

28.02 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. The employee will be compensated for the length of time the disciplinary meeting takes.

28.03 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.

28.04 All disciplinary acts are subject to the grievance procedure.

28.05 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 28.03.

## **ARTICLE 29 - PARKING BENEFITS**

29.01 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 30 - UNIFORMS**

30.01 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 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 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.

30.02 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.

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

30.04 The Company will provide an eighty dollars (\$80.00) shoe allowance each year towards the purchase of safety boots for work for all Full Time employees classified as Maintenance, Ambassador, Jockey or Traffic.

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

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

### **ARTICLE 31 - LABOUR MANAGEMENT MEETING**

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

### **ARTICLE 32 - WAGES**

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

32.02 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.

32.03 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 33 - DURATION**

33.01 This Agreement shall be in force and effect from September 1, 2016 to May 2, 2019 and until all provisions of the Ontario Labour Relations Act have been expended.

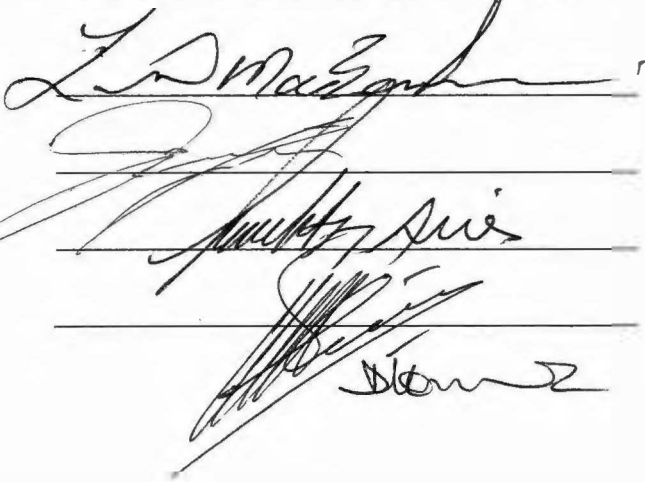
Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received.

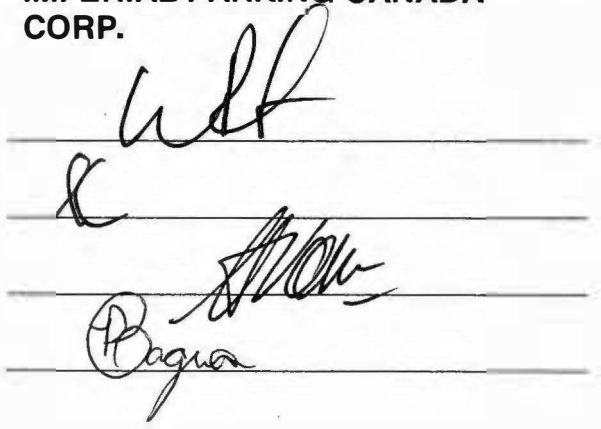
The Parties agree to sign the Collective Agreement within thirty (30) days of ratification by the Union.

Signed in OTTAWA, Ontario on the 27<sup>th</sup> day of MARCH, 2017.

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

**IMPERIAL PARKING CANADA  
CORP.**





## Appendix A

<b>Cashier (Full Time &amp; Part Time)</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Start	\$ 11.63	\$ 11.89	\$ 12.15
1 Year	\$ 11.65	\$ 11.91	\$ 12.17
2 Years	\$ 11.88	\$ 12.14	\$ 12.41
3 Years	\$ 12.11	\$ 12.38	\$ 12.65
4 Years	\$ 12.34	\$ 12.61	\$ 12.89
5 Years	\$ 12.57	\$ 12.85	\$ 13.13
6 Years	\$ 12.80	\$ 13.08	\$ 13.37
7 Years +	\$ 13.59	\$ 13.89	\$ 14.20

<b>Info Desk/Lead Hand/Maintenance Floater</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Start	\$ 12.51	\$ 12.79	\$ 13.07
1 Year	\$ 12.73	\$ 13.01	\$ 13.30
2 Years	\$ 12.95	\$ 13.23	\$ 13.52
3 Years	\$ 13.18	\$ 13.47	\$ 13.77
4 Years	\$ 13.40	\$ 13.69	\$ 13.99
5 Years	\$ 13.64	\$ 13.94	\$ 14.25
6 Years	\$ 13.87	\$ 14.18	\$ 14.49
7 Years +	\$ 14.73	\$ 15.05	\$ 15.38

<b>Traffic/Jockey/Maintenance</b>			
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Start	\$ 11.70	\$ 11.96	\$ 12.22
1 Year	\$ 11.93	\$ 12.19	\$ 12.46
2 Years	\$ 12.18	\$ 12.45	\$ 12.72
3 Years	\$ 12.40	\$ 12.67	\$ 12.95
4 Years	\$ 12.64	\$ 12.92	\$ 13.20
5 Years	\$ 12.86	\$ 13.14	\$ 13.43
6 Years	\$ 13.10	\$ 13.39	\$ 13.68
7 Years +	\$ 13.87	\$ 14.18	\$ 14.49

Effective March 30, 2014, the Ambassador position shall be eliminated. Employees currently holding the position of Ambassador shall have their rate of pay Grandfathered for the duration of the period they remain in that position and shall be entitled to the same annual wage increases as the rest of the bargaining unit employees.

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.

## **Appendix B – Ontario 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.

### **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.

## **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 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 if 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:

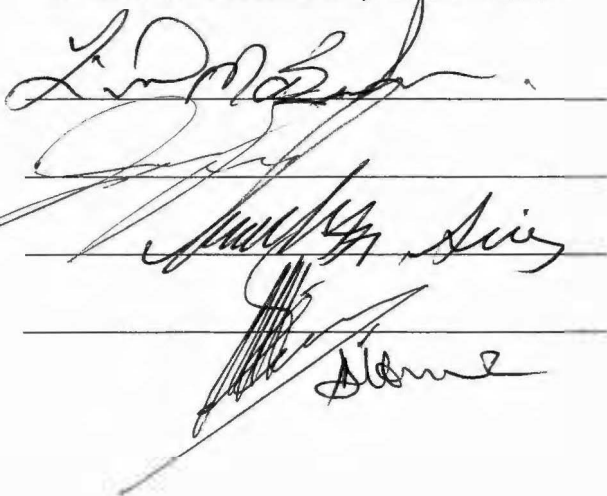
	<u>Company Portion</u>	<u>Employee Portion</u>
Jan. 1, 2013	\$207.00	\$35.00
Nov 1, 2014	\$213.00	\$35.00
Nov 1, 2015	\$220.00	\$35.00

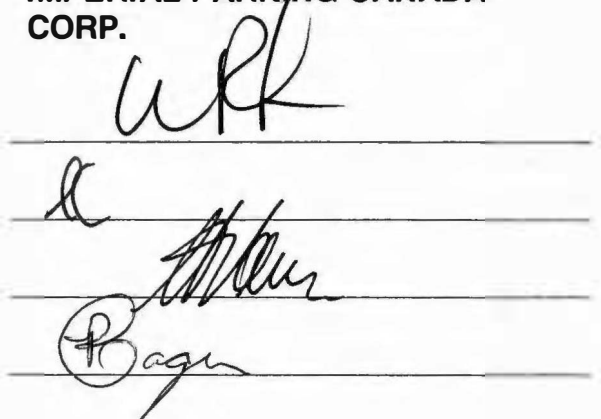
In respect of the above amounts, the Employer shall absorb the cost of the applicable taxes.

Signed in OTTAWA, Ontario on the 27<sup>th</sup> day of MARCH, 2017.

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

**IMPERIAL PARKING CANADA  
CORP.**





**LETTER OF AGREEMENT**

between

**IMPERIAL PARKING CANADA CORPORATION**

and

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

**RE: UFCW LOCAL 175 EDUCATION AND TRAINING FUND**

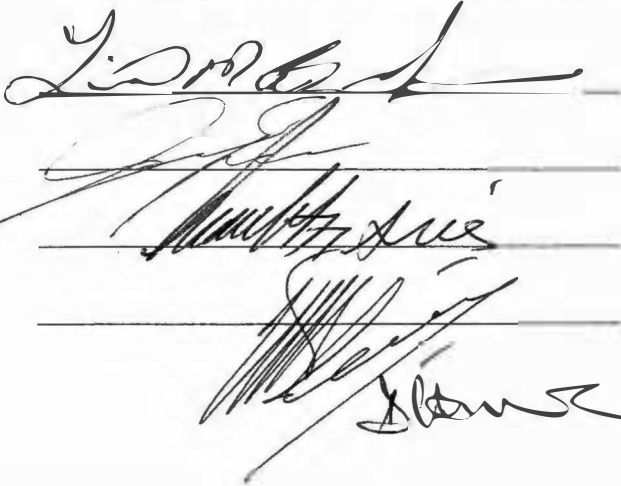
The Employer agrees to contribute three hundred dollars (\$300.00) to the UFCW Local 175 Education and Training Fund.

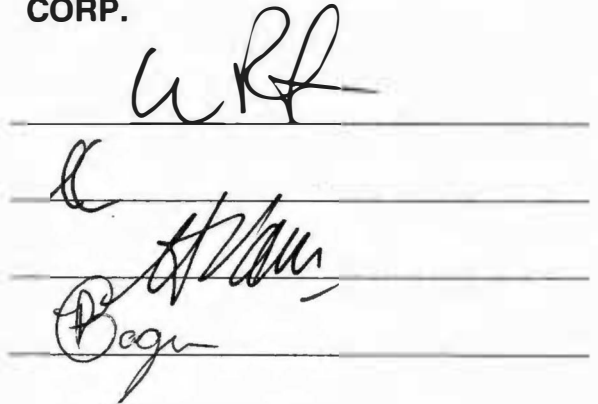
The Employer shall forward the contributions on or before May 1, 2017, May 1, 2018 and May 1, 2019 of each year of the Collective Agreement to be sent with the Union dues of June to the United Food and Commercial Workers Canada, Local 175 Education and Training Fund.

Signed in OTTAWA, Ontario on the 27<sup>th</sup> day of MARCH, 2017.

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

**IMPERIAL PARKING CANADA  
CORP.**





**LETTER OF AGREEMENT**

**between**

**IMPERIAL PARKING CANADA CORPORATION**

**and**

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

**RE: UFCW LOCAL 175 LEUKEMIA FUND**

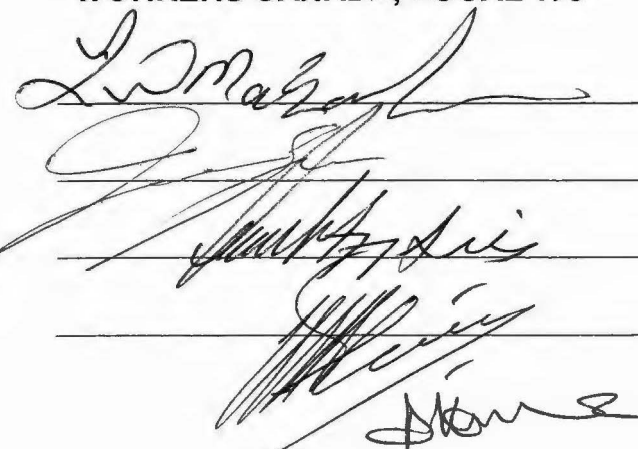
The Employer agrees to contribute two hundred dollars (\$200.00) to the UFCW 175 Leukemia Fund.

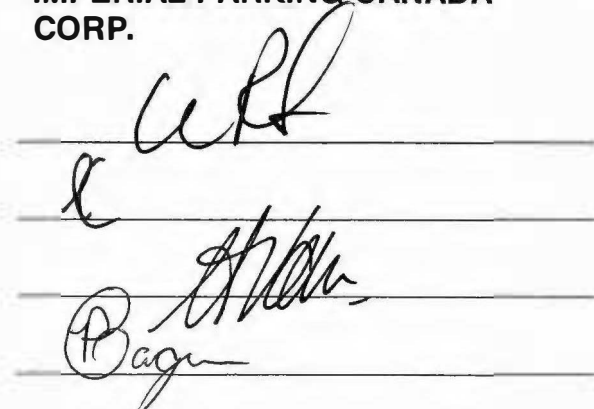
The Employer shall forward the contributions on or before May 1, 2017, May 1, 2018 and May 1, 2019 of each year of the Collective Agreement to be sent with the Union dues of June to the United Food and Commercial Workers Canada, Local 175 Leukemia Fund.

Signed in OTTAWA, Ontario on the 27<sup>th</sup> day of MARCH, 2017.

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

**IMPERIAL PARKING CANADA  
CORP.**







**LETTER OF AGREEMENT**

**between**

**IMPERIAL PARKING CANADA CORPORATION**

**and**

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

**RE: PAY EQUITY**

The Union and the Employer agree to form a representative committee to work towards a Pay Equity Plan or updating its current plan.

The Employer agrees to cover the lost time wages of any employee involved in the Pay Equity Plan process.

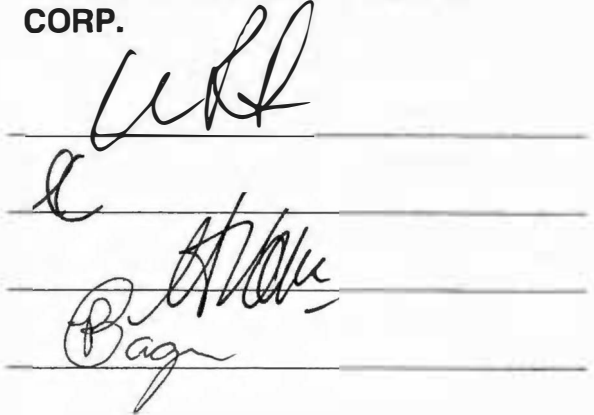
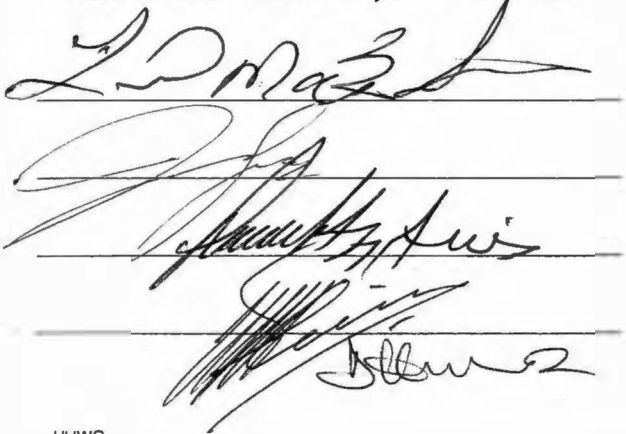
The Company agrees to post the Pay Equity Plan in accordance with the *Pay Equity Act*.

Should there be a dispute amongst the parties in regards to establishing a pay equity plan and/or maintaining such plan, the parties agree that the dispute can be arbitrated by either party and that an arbitrator shall have full jurisdiction to adjudicate the differences between the parties.

Signed in Ottawa, Ontario on the 21<sup>st</sup> day of MARCH, 2017.

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

**IMPERIAL PARKING CANADA  
CORP.**



LETTER OF AGREEMENT

between

IMPERIAL PARKING CANADA CORPORATION

and

UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 175

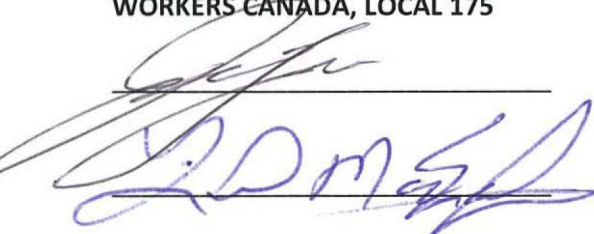
**RE: AMENDMENT TO ARTICLE 33 – DURATION OF COLLECTIVE BARGAINING AGREEMENT**

As stated in article 33, "This Agreement shall be in force and effect from September 1, 2016 to May 2, 2019 and until all provisions of the Ontario Labour Relations Act have been expended."

Both parties have requested an amendment to the effective dates of September 1, 2016 to May 2, 2019 to reflect the 3-year agreed upon term. The effective term of the agreement will be amended to **September 2, 2016 to September 1, 2019.**

Signed in OTTAWA, Ontario on the 25<sup>th</sup> day of June, 2017.

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175



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