

114 EMPLOYEES

Unit No. 78

SOURCE	Orion		
EFF.	97	09	26
TERM.	99	12	31
No. OF EMPLOYEES	108		
NOMBRE D'EMPLOYÉS	df		

COLLECTIVE AGREEMENT

BETWEEN

STANDARD PARKING OF CANADA, L.P.

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
AFL, CIO, CLC

EFFECTIVE: September 26, 1997

EXPIRY: December 31, 1999

1104(01)

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BETWEEN :

STANDARD PARKING OF CANADA, L.P.,
(hereinafter called the "Company" or "Employer")
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 204
AFL, CIO, CLC
(hereinafter called the "Union")
OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is to establish an orderly collective bargaining relationship between the Company and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor and office and clerical staff.

2.02 Where the masculine pronoun is used in this agreement, it shall mean and include the feminine pronoun where the context so applies.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Except to the extent explicitly abridged by provisions of this agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to operate and manage its business and operations.

3.02 Without in any way limiting these rights, it is understood and agreed that those rights include:

- (a) the right to hire, schedule, promote, lay-off, assign, transfer, classify employees and to suspend, discharge and otherwise discipline employees for just cause, provided that a claim by an employee who has passed his probationary period, that he has been suspended, discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided in this agreement;
- (b) the right to establish hours per day and per week for employees, overtime requirements, shifts and the right to determine the location of operations and to transfer work to and from operations, or curtail or cease operations;
- (c) the right to establish reasonable rules and regulations to be observed by employees;
- (d) the right to determine the number of employees, qualifications of employees, job duties and performance standards, equipment used, and to establish procedures and methods of operations; and,
- (e) the right to retire employees at age 65.

Note: Employees on payroll as of date of ratification would not be required to retire prior to having the opportunity to complete a further seven (7) years of employment. In the event the Federal Government amends the normal retirement benefit plan to an age in excess of 65, this clause will be amended as well to reflect such change.

3.03 The Union recognizes the right of the company to sub contract work. The company agrees that no employee would be laid off, terminated or suffer a reduction in earnings as a result of work being subcontracted save and except when the subcontracting of work is directed by the client.

3.04 The Company agrees that its management rights will not be exercised in a manner inconsistent with the other provisions of this agreement.

ARTICLE 4 - UNION SECURITY AND COLLECTION OF DUES

4.01 The Company shall deduct and remit to the Union the amount of dues as prescribed by the Union from time to time, commencing in the month following the month of hire.

4.02 The Employer shall deduct the Union dues from the first pay cheque of each employee each month and shall send all of the monies so collected to the Secretary-Treasurer of the Union on or before the 25th day of the month in which the deductions were made together with a list of the names and current addresses of the employees from whose pay cheques deductions have been made and, also the names and current addresses of any employees terminated or hired since the last payment. Such lists shall also contain their social insurance numbers. Employees shall keep the company updated of any change in address and/or telephone number.

4.03 The company shall not be liable in any way to the Union or to any employee for any error in deducting or failing to deduct or in remitting and in the event of any such error the Union and the employee shall adjust the matter between themselves without recourse against the Company.

4.04 The Union shall indemnify and save the Company harmless from any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the applications of this Article.

ARTICLE 5 - NO STRIKES - NO LOCKOUTS

5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words "**strike**" and "**lock-out**" shall be defined as per The Labour Relations Act.

ARTICLE 6 - UNION COMMITTEE AND STEWARDS

6.01 It is mutually agreed that where negotiations for the renewal of this collective agreement are conducted between the Company and the Union, the Union will elect or otherwise select a negotiating committee consisting of four (4) representatives, one of which shall be the Chief Steward. All members of the committee shall be regular employees of the Company who have completed their probationary period. The Company will reimburse these employees

for time lost from work while negotiating with the Company up to and including mediation.

6.02 The Company will recognize a Union Administrative Committee which shall consist of a Chief Steward and six (6) stewards all selected from the members of the bargaining unit, who have completed their probationary period, not more than **two** (2) of which committee members shall meet with the Management at any one time. All members of the committee shall have completed their probationary period.

6.03 The Union acknowledges that the members of the Union Administrative Committee must continue to perform their regular duties, and that all activities of the Committee will be carried on outside the regular working hours of the members hereof, unless otherwise mutually arranged.

6.04 The privileges of the stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and the Management. Employees having grievances cannot discuss these with the stewards in working hours, except in the case of a discharged employee.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The steward concerned shall obtain the permission of the Manager concerned before leaving his work. Such permission shall not be unreasonably withheld.
- (d) The time away from productive work shall be reported in accordance with time keeping methods of the department in which the steward is employed.
- (e) The Company reserves the right to limit such time if it deems the time so taken to be excessive.

6.05 In the event an employee is required to attend either an investigative meeting, which could lead to discipline, or a formal disciplinary meeting, the employee will be advised prior to the commencement of the meeting of their right to have a steward present.

If a steward is not immediately available, then the meeting shall be delayed for up to twenty-four (24) hours and it shall then be the responsibility of the employee concerned to arrange for a union steward to be in attendance when the meeting occurs.

In any event, the Company may send an employee home with or without pay following a serious incident, until a meeting referred to above is held.

6.06 Disciplinary notices contained in an employee's personnel file cannot be relied on as a basis for further disciplinary action more than eighteen (18) months after the original date of issue.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the agreement as quickly as possible.

7.02 No grievance shall be considered where the events giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

7.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1 - **An** employee having a grievance shall refer it in writing to his Facility Manager. The Manager shall reply to the employee, giving the answer to the complaint or questions within five (5) working days from the date of submission.

Step No. 2 - If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the employee, who may request the assistance of his or her steward shall submit the grievance in writing to the City Manager. A meeting will then be held between the City Manager or his designated representative and the employees at a mutually agreeable time. It is understood that at such a meeting the City Manager or his designated representative may have such counsel and assistance as he may desire and that the employee may have his steward and that the Business Agent of the Union or an International Representative of the Union may also be present at the request of either the employee or the Company. The decision of the City

Manager or his designated representative shall be given in writing within five (5) working days following the meeting.

Arbitration - Should the City Manager or his designated representative fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Company or the Union. If no written request for arbitration is received within five (5) working days after the decision under Step No. 2 is given or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

7.04 Any of the time allowances above may be extended by mutual agreement of the parties in writing.

7.05 In determining the time within which any action is to be taken or completed under the terms of this agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 8 - DISCHARGE CASES

8.01 A claim by an employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the City Manager at Step No. 2 of the grievance procedure within five (5) working days after the employee ceases working for the Company. Such special grievances may be settled by:

- (a) confirming the Management's action in dismissing the employee, or
- (b) reinstating the employee with full compensation for time lost, or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

8.02 When an employee has been dismissed without notice he shall have the right to be interviewed by his steward for a reasonable period of time before leaving the premises.

ARTICLE 9 - COMPANY GRIEVANCE

9.01 The Company may institute a grievance in writing at Step No. 2 of the grievance procedure by forwarding a written statement of said grievance to the Business Agent of the Local Union, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the Business Agent of the local Union shall give his decision in writing five (5) working days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Company in accordance with the grievance procedure.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour within ten (10) days after the appointment of the second of them to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Labour-Management Arbitration Commission for the Province of Ontario to appoint a third member and Chairman of the Board of Arbitration.

10.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

10.03 Each of the parties shall pay its **own** expenses including pay for witnesses and the expenses of its own nominee and one-half of the expenses and fees of the Chairman.

10.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only interpret and

apply this agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable shall be arbitrable.

10.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chairman shall govern.

10.06 All agreements reached under the grievance and arbitration procedures between the Company and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

10.07 Any grievance involving the interpretation or application, administration or alleged violation of this agreement which has been disposed of hereunder shall not be made the subject of another grievance. No costs of any arbitration shall be awarded to or against any party.

ARTICLE 11 - SENIORITY

11.01 A new employee shall be known as a probationary employee until he has worked sixty (60) days. It is agreed that the dismissal or layoff of a probationary employee shall be at the sole discretion of the Company and not be made the subject of a grievance.

11.02 The seniority of an employee who has completed the probationary period shall date sixty (60) days prior to the date on which the employee completed his probationary period.

11.03 In all cases of promotion, demotion, transfer, job posting, layoff and recall, the Company shall consider the following factors and where, factor (b) is relatively equal as between two (2) or more employees, seniority shall govern:

- (a) seniority;
- (b) ability to perform work.

11.04 A seniority list showing the employee's name, date of hire, job classification and status shall be made up by the Company in January and July of each year. One (1) copy shall be posted on the bulletin board in each facility and one (1) copy shall be supplied to the Union and one (1) copy for the committee members. Any error in the said list shall be taken up with the Company within one (1) week after the list has been posted after which it shall be considered to be final.

11.05 Seniority status, once acquired and employment, will be lost only for the following reasons:

- (a) voluntary resignation;
- (b) discharge for just cause, and the discharge is not reversed through grievance procedure;
- (c) except for those employees covered by Article 11.05(d) is laid off and not recalled in excess of twelve (12) months or length of seniority, whichever is less;
- (d) is off work in excess of eighteen (18) months or length of seniority, whichever is less, due to a continuous illness or accident which is confirmed by a doctor's certificate, or in any case subject to the obligations of the parties under the Human Rights Code.
- (e) absence for three (3) consecutive working days without notifying the Company, unless a reason satisfactory to the Company is given in which case such employee shall be deemed to have quit the employ of the Company without notice;
- (f) failure to notify the Company of intention to return to work within forty-eight (48) hours of being notified of recall by registered mail or failure to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on his employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Company informed of his current address.

11.06 Layoff and Recall

- (a) In the case of a work shortage requiring a layoff, employee's shall be laid-off in reverse order of their seniority with the employer, provided the remaining employees are fully qualified and able to do the work which is available.
- (b) **An** employee about to be laid off may bump a junior employee provided the requirements set out in 11.06 (a) are met.
- (c) **An** employee who is subject to layoff shall have the right to accept the layoff or exercise his/her rights under 11.06(b). **An** employee who accepts layoff will be required to accept recall when offered in order to maintain his/her seniority with the company.
- (d) Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and able to do the work which is available.
- (e) No new employees shall be hired until employees on lay-off have been given full opportunity of recall in accordance with this article and pursuant to paragraph 11.05.

11.07 Notwithstanding any other provisions of the collective agreement part-time employees will be laid off, or have their hours or work reduced, before regular full-time hours of work are reduced on a location to location basis.

The part-time compliment of workers will not be increased at the expense of full-time positions unless required by a change in market demand or a competitive bidding process. Should such occur, the Company agrees to meet with the Union to discuss the shared goal of endeavouring to protect the full-time positions.

11.08 A permanent reduction in a full-time work schedule of more than 2.5 hours per week, over the life of this agreement, shall entitle an employee to exercise bumping rights based on his or her seniority for purposes of seeking to maintain levels of earnings.

ARTICLE 12 - TRANSFERS

12.01 When an employee is temporarily assigned to work on a job which carries a higher rate of pay than the employee's regular job, the employee will be paid at the higher rate for the full day provided he works at the temporary job for a minimum of one (1) hour in that day.

12.02 When it is necessary to transfer an employee temporarily from his regular job to another which normally carries a lower rate of pay, the rate of the employee's regular job will be paid.

12.03 Should, however, an employee be transferred to a lower paying classification in preference to temporary layoff due to lack of work, the said employee shall then be paid the classification wage rate of the temporary job to which he has been temporarily transferred.

12.04 In the event a lot ceases to operate the following options will prevail.

- (a) Where at all feasible the Employer will attempt to place the displaced employee on the requested shift(s) at another facility with due regard to seniority.
- (b) If this proves impossible then the employee will be offered alternative employment in accordance with Article **11.06**.
- (c) If the employee is unwilling or unable to accept the position offered in (b) he will be placed on lay off status and recalled when a position on the shift(s) he has chosen becomes available.
- (d) If the employee decides to forego a preferential shift as per (c) he will inform the Employer in writing and be offered the next available position when available.

ARTICLE 13 - JOB POSTING

13.01 When a job vacancy occurs or a new position is created, the Employer shall post notice of such vacancy on the designated bulletin board at each facility. Such notice shall remain posted for five (5) working days and shall contain the following information:

- nature of position, location, hours of work, shift, qualifications required and rate of pay.

Vacancies shall be awarded based on the criteria set out in Article 11.03.

ARTICLE 14 - BULLETIN BOARD & NOTICES

14.01 The Company agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board per facility.

14.02 The Company shall provide employees with a copy of all Union notices with their pay cheques provided that the following conditions are satisfied:

- (a) All union notices must be received by the Company's Personnel Office for Toronto at least one (1) week before pay day in order to be given to the employees.
- (b) The Company shall not guarantee the receipt of such notices and shall not be responsible for any loss of or damage to such notices.
- (c) These notices shall be signed by a duly authorized Union representative.
- (d) Such posted documents shall not contain any remarks directed against the parties involved, their members or their representatives.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 The Company may grant at its discretion a request for a leave of absence without pay for extenuating personal reasons provided that it receives at least one week's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Company's business. Applicants when applying must indicate the date of departure and specify the date of return.

Requests for leave shall be made to the City Manager. If the request is denied, the manager will state specifically why the request has been denied and if possible the employee will be

informed of an available time period when the leave may be approved.

15.02 If leave of absence is granted the employee shall be advised in writing with copy to the Union.

15.03 *An* employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission in writing, shall be considered to have terminated his employment without notice.

15.04 Leave of absence for maternity and parental leave without pay shall be granted in accordance with the Employment Standards Act of Ontario.

15.05 The Company shall grant leaves of absence without pay to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that in making requests for leave of absence that it does not unduly affect the proper operations of the Company's business. No leave will be granted to two or more employees working at the same location. Leaves of absence will be granted according to the following conditions:

- (a) Leaves of absence will not be requested for more than three (3) employees in any calendar year.
- (b) No employees will be granted more than three (3) leaves of absence in any calendar year.
- (c) No leave of absence will be for more than seven (7) days.
- (d) The cumulative leave of absence under this article will not exceed twenty-eight (28) days in any calendar year.

For such leave of absence the Union must give fourteen (14) days clear notice to the Company in writing.

ARTICLE 16 - BEREAVEMENT

16.01 In the event of a death in the immediate family, an employee shall be granted upon request three (3) consecutive days bereavement leave, without loss of regular earnings. "Immediate family" shall mean father, mother, child, spouse, brother, sister, grandparent and grandchild.

16.02 In the event of the death of an employees father-in-law, mother-in-law, son-in-law or daughter-in-law, employees upon request, shall be granted, without loss of regular earnings, one (1) days bereavement leave.

16.03 The employer may request proof of bereavement.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.01 The following is intended to define the regular hours of work for the full time employees but shall not be interpreted as a guarantee of hours of work per day or per week, or of days of work per week. The Employer will endeavour to maintain the current structure of full-time positions.

17.02 The regular work week for full-time employees shall be forty (40) hours per week, eight (8) hours per day for a total of forty (40) hours per week depending on the time schedule or shift arrangement of such employee. **An** employee shall receive payment at the rate of one and one-half times his regular hourly rate for all work performed on any of the holidays set out in Article 21 in addition to any holiday pay to which he may be entitled. Night shift premiums shall be considered part of the regular hourly rate for employees who normally receive these premiums.

17.03 **An** employee shall be compensated at the overtime rate of time and one-half the employee's regular rate of pay for all hours worked.

- (a) on an employee's scheduled day off; and,
- (b) in excess of an employee's regular scheduled day and/or week, save and except if the employee regularly works less than 8 hours in a day or 40 hours in a week in which case the employee would only be entitled to overtime for hours worked greater than 8 hours in a day or 40 hours in a week.

The Company will endeavour to distribute the opportunity to work overtime on an equitable basis among the employees in the applicable job classification at each facility bearing in mind operational needs and the employee's ability to perform the work.

17.04 **An** employee may refuse an overtime assignment for a legitimate and reasonable explanation as provided to the Company at

he time the assignment is offered. Employees recognize their obligation not to leave their post unattended during a shift change and the Employer recognizes their obligation to provide shift coverage.

17.05 If any full-time employee is asked to work overtime on any scheduled day off, such overtime shall be for a minimum of four **(4)** hours.

17.06 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.

17.07 Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

17.08 Full-time work schedules covering a two-week period will be posted as far in advance as possible. There shall be no rotation of regularly scheduled shifts for full-time employees.

17.09 There shall be a minimum turn around of **8** hours between the end of a regularly scheduled shift and the start of the next. Where this requirement is not met overtime payments will be made for the entire second shift.

17.10 The parties agree that supervisors will not perform bargaining unit work if such work results in the lay off or permanent reduction of earnings of a bargaining unit member.

17.11 Employees will be provided with one (1) fifteen (15) minute break with pay during each half shift save and except employees on the midnight shift who are required to limit their breaks to ten (10) minutes. If ten (10) minutes is not sufficient due to the layout of the facility, the Employer may extend the breaks at the facility not to exceed fifteen (15) minutes.

17.12 In the event it is deemed necessary, by the Employer to reduce the normal hours of work, the Employer shall immediately contact the Union and a meeting shall be arranged as soon as possible to seek possible alternatives, bearing in mind the desire of the parties to maintain levels of earnings for full-time bargaining unit members.

.7.13 Work schedules shall not be amended for the purpose of avoiding overtime premiums unless mutually agreed between the employee and the Employer.

ARTICLE 18 - REPORTING ALLOWANCE

18.01 If an employee reports for work at the regularly scheduled time for his shifts and no work is available such employee will be entitled to a minimum of four (4) hours pay at the employee's regular rate of pay provided that:

- (a) the employee has not been previously notified by the Company to the contrary, either orally or by message left at the employee's residence;
- (b) if requested by the Company the employee shall perform a minimum of four (4) hours of such available work as the Company may assign.

18.02 Article 18.01 shall be waived and not binding upon the Company in case of any labour dispute or emergency such as fire, flood, bomb threat, etcetera, and power shortage which disrupt the operation of the business nor shall it apply to employees returning to work without notice after absence.

ARTICLE 19 - CALL BACK PAY

19.01 *An* employee called back to work after a completed day's work shall be credited with one (1) hour's pay at his regular rate of pay upon reporting back to work. The employee shall receive a minimum of four (4) hours pay for the call back, inclusive of the one (1) hour credit and any applicable overtime payments.

ARTICLE 20 - PAY DAYS

20.01 The Company agrees that wages will be paid weekly on Thursday during working hours.

20.02 Upon termination or layoff the employee will be paid his final pay and his vacation pay on the regular pay day for that pay period within which he terminated or was laid off if possible.

20.03 The job classification for each employee shall be shown on his weekly payroll advice notice.

ARTICLE 21 - PAID HOLIDAYS

21.01 Employees who have completed their probationary period shall receive the following paid holidays with pay:

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

21.02 Where one of the above-named paid holidays falls on a Saturday or Sunday an alternative day may be designated by the Company as the paid holiday.

21.03 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.

21.04 In order to be entitled to payment for a holiday, an employee must have worked the full scheduled day immediately preceding the holiday and the full scheduled working day immediately following the holiday provided that an employee who fails to do so due to illness, which was verified by a medical certificate, shall not thereby be disqualified from receiving holiday pay provided he has worked on one or more of the five (5) working days prior to the holiday and returns to work on any of the five (5) working days following the holiday.

21.05 **An** employee scheduled to work on a holiday and who does not report for work shall forfeit his holiday pay unless the absence is due to illness verified by a medical certificate in which case the employee will receive holiday pay as stipulated in Article 21.01.

21.06 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee shall receive an additional day off in lieu thereof or the employee shall receive a day's pay at the option of the employee.

ARTICLE 22 - VACATIONS

22.01 The vacation year shall be the period from January 1 to December 31 of each year. Vacation entitlement shall be determined on December 31 preceding each vacation year based on years of service as of that date.

22.02 Employees with less than one (1) year of service as of December 31, shall be credited with one (1) day's vacation for each completed month of service, not to exceed ten (10) days. Vacation pay for such employees shall be 4% of gross earnings as of December 31.

22.03 Employees with one (1) year service as of December 31, shall be credited with two (2) weeks vacation (10) days. Vacation pay for such employees shall be 4% of gross earnings as of December 31.

22.04 Employees with six (6) years service as of December 31, shall be credited with three (3) weeks vacation (15 days). Vacation pay for such employees shall be 6% of gross earnings as of December 31.

22.05 Employees with thirteen (13) years of service as of December 31, shall be credited with four (4) weeks vacation (20 days). Vacation pay for such employees shall be 8% of gross earnings as of December 31.

22.06 Vacation request forms will be provided to employees by February 1 of each year. Employees shall advise the Employer not later than February 28 of their requested vacation time for the current vacation year. Vacation time shall be allocated in accordance with their seniority. The Company shall endeavour to provide employees with their requested vacation time subject to being able to meet operational needs. Employees who do not submit their vacation request forms by February 28 should not expect their seniority to be taken into account when vacation time is allocated by the Company.

22.07 Vacation pay shall be paid by separate cheque at the end of the week preceding an employee's vacation time.

22.08 All eligible employees shall take not less than two (2) weeks of their vacation entitlement during the current vacation year. Employees may carry over vacation credits from one vacation year to the next provided that the total vacation credits in any vacation year does not exceed six (6) weeks (30 days). Employees are not

permitted to receive a cash payment in lieu of their vacation entitlement.

ARTICLE 23 - UNIFORMS

23.01 Where a designated uniform is required to be worn by an employee, such uniforms and/or special articles of wearing apparel shall be supplied by the Company in accordance with its policy. Such apparel shall include sweaters, bomber or parka, windbreaker (for porters and surface jockeys only) and winter boots (for employees working outdoors).

23.02 When an employee leaves the employ of the Company he shall be required to return all uniforms and/or special articles of wearing apparel issued to him.

23.03 During his employment an employee shall launder the designated uniform or special wearing apparel supplied to him by the Company. All uniforms will be replaced on a as needed basis.

23.04 The Employer will replace winter outerwear as needed at no cost to the employee, provided the original issue is returned. Employees who fail to return winter outerwear will be required to purchase same at company cost.

ARTICLE 24 - RATES OF PAY

24.01 Attached hereto and forming part of this agreement is Schedule "A" relating to job classifications and hourly rates of pay.

24.02 The Company agrees to pay a premium of forty cents (40 cents) per hour for all hours worked between 11:00 p.m. - 7:00 a.m. In order to qualify for this premium an employee must work three (3) hours or more between these hours. The Company agrees that employees who qualify for the premium as of the date of ratification shall continue to qualify for the duration of the collective agreement in respect of all hours worked between 11:00 p.m. - 7:00 a.m. Premium payments will be made retroactive to August 1, 1996 for those employed as of date of ratification, save and except those who have already been so compensated.

24.03 Employees while training new employees will receive thirty cents (30 cents) per hour bonus.

14.04 Employees will be paid for all hours they are required to be and actually are at work.

ARTICLE 25 - WELFARE BENEFITS

25.01 All full time employees who have completed their probationary period and who regularly work thirty (30) hours or more weekly are eligible for Company paid coverage under the Extended Health and Prescription Drug Plan save and except those eligible employees not receiving benefits as of date of ratification of this Agreement, in which case such benefits shall be made available to those employees not later than May 1, 1998. The benefit plan shall be arranged by the Company with an insurer and a brochure outlining the benefits will be provided to eligible employees. In the event of lay off, the Company shall continue to pay the full cost of plan premiums for three (3) months.

25.02 Full time employees who have completed the probationary period will be eligible for a total of six (6) sick days per calendar year to be paid at seventy-five percent (75%) of a regular day's wages. Effective January 1, 1998 amend seventy-five percent (75%) to one-hundred percent (100%). Sick leave is for the sole purpose of protecting an employee against loss of income due to being legitimately sick or disabled. Doctor's certificates will be required for absences of three (3) consecutive days or more. Should an employee terminate his employment with the company prior to the end of any calendar year, having used more than one-half (1/2) sick day per month as of the termination date, the excess sick leave will be paid back to the Company from the employee's final cheque.

For purposes of clarity, each employee who has completed the probation period will begin each calendar year with six (6) sick days. Employees completing the probation period during a calendar year will have their sick days prorated on a monthly basis based on one-half (1/2) day per month.

25.03 Unused sick leave shall be allowed to accumulate from year to year to a maximum of ten (10) days. In January each year, the Company will supply each employee and the Union with a list showing the balance of unused sick days. There shall be no cashing out of unused sick days.

15.04 In the event a doctor's certificate is required and a cost is incurred in obtaining the certificate, the employee will be reimbursed by the Company for such expense.

ARTICLE 26 - WORKERS' COMPENSATION

26.01 Where an employee is absent due to illness or injury which is compensable by Workers' Compensation, the Company shall forward copies of relevant correspondence as required by law (Form 7) to the employee and the following shall apply:

- (a) The Employer shall continue to pay his share of any and all health and welfare benefits for the month in which the absence commences and for the following eleven (11) months.
- (b) An employee will not be eligible for paid holidays, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workers' Compensation.
- (c) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Workers' Compensation shall be considered as time worked for the purpose of calculating the current years vacation entitlement under the terms of the agreement.

ARTICLE 27 - RETROACTIVITY

27.01 The Company agrees to pay to each employee the following signing bonuses, less statutory deductions, upon ratification of the collective agreement: Such payment will be made by separate cheque within 14 days of ratification as will retroactivity required as per schedule "A".

Full time employees - \$300.00 (275.00 + 25.00 - reference check reimbursement).

Part time employees - \$150.00 (125.00 + 25.00 - reference check reimbursement).



Only those on payroll as of August 1, 1997 and still on payroll on date of ratification will qualify for lump sum payments.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 The Company agrees to notify the Union in advance, as soon as practical, of any technological changes which the employer has decided to introduce which will significantly change the status of the employees within the Bargaining Unit.

The Company agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

ARTICLE 29 - TERMINATION

29.01 This agreement shall remain in force from September 26, 1997 to December 31, 1999, and shall continue in force from year to year thereafter unless not more than ninety (90) days, and not less than thirty (30) days, before the end of its term, either party shall furnish the other with notice of termination of, or proposed revision of, this agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the date and year first above written.

DATED AT TORONTO this 19th day of January 1997.

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 204, AFL, CIO, CLC

STANDARD PARKING OF CANADA,
L.P.

A. F.

James B. ...

Prasanna

Salvatore Sisti

Steve Turbak

AF/OEP

SCHEDULE "A"

**JOB CLASSIFICATION AND
HOURLY RATES OF PAY**

Full Time Employee Wage Rates all facilities save and except Simcoe.

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
September 1, 1997	8.05	8.30	8.45	8.80
September 1, 1998	8.05	8.55	8.70	9.05
September 1, 1999	8.05	8.80	8.95	9.30

All full time employees receive a minimum of twenty (20) cents per hour increase in 1997 and twenty-five (25) cents per hour increase in each year 1998 and 1999 on September 1.

SIMCOE

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
September 1, 1997	7.05	7.20	7.50	7.70
September 1, 1998	7.30	7.45	7.75	8.00
September 1, 1999	7.55	7.70	8.00	8.35

All full time employees will receive a minimum of twenty (20) cents per hour increase in 1997 and twenty-five (25) cents per hour increase in each year 1998 and 1999 on September 1.

Part time Employee Wage Rates

All part time employees as of September 1, 1997 will receive twenty (20) cents per hour increase in 1997 and twenty-five (25) cents per hour increase in each year 1998 and 1999 on September 1.

Part time employees hired after the date of ratification will receive a starting wage rate of \$6.85 which will be increased to \$7.05 after sixty (60) days and thereafter by twenty-five (25) cents per hour in each applicable year (1998, 1999) on September 1.

Lead Hand

It is understood that the requirements of the duties of Lead Hand are to give instruction and direction to the work crew and provide assistance to the facility manager. This position does not carry with it any disciplinary authority which remains the jurisdiction of the Employer. However, the Lead Hand has the Employer's authority to deal with issues that require immediate action when a manager is not on site.

Lead Hands shall be paid a premium of not less than \$1.00 per hour.

New Parking Facilities

Where the Company is successful in acquiring a new parking facility and it is necessary to hire new full-time employees to work at the facility, those newly hired employees will be paid a start rate of **\$7.20** per hour and a one (1) year rate of **\$7.65** per hour for the first eighteen (18) months of operation of the facility. Following eighteen (18) months of operations, all employees hired to work at the facility will be compensated as per the above wage grid for "all facilities" save and except Simcoe moving to the start rate of the grid. The parties agree that this provision applies to newly hired employees working for facilities acquired after September **26, 1997**.

LETTERS OF UNDERSTANDING

1. Re: Travel Reimbursement

Employees required to move between facilities while on duty will be entitled to compensation for reasonable travel expense in accordance with Company policy and provided such travel is approved by the site manager.

2. Re: Seniority for Lay Off and Vacation Purposes

The Company will recognize an employee's seniority or service with the operator prior to the Company assuming operations solely for the purposes of lay off and vacations pursuant to Articles 11.06 and 22, respectively, of the Agreement.

The Company shall review available employment records and post a seniority date for all employees for lay off and vacation purposes and provide a copy to the Union. Employees will have thirty (30) days from the date of posting to challenge in writing, with a copy to the Union, the seniority date posted by the Company. The Company, Union and employee will endeavour to resolve any disputes concerning an employee's seniority date for lay off and vacation purposes. The posted seniority dates shall be considered final and deemed approved by the Union and employee if not challenged within thirty (30) days.

3. Re: Money Shortages

The Company and the Union agree to meet within ninety (90) days of ratification for purposes of developing a policy to deal with money shortages.

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 204 AFL, CIO, CLC

STANDARD PARKING OF
CANADA, L.P.

~~A. K.~~
Arenati
Sabinda bf.
Steve Turbak.

Ernest Buzel

APPENDIX "A"
Part-time conditions of Employment

Part time employees are those working twenty-four (24) hours per week or less and will be covered by conditions provided in the body of the Agreement save and except where modified by this Schedule "B".

1. Seniority

Part time employees will be in a separate seniority group from full time employees. Seniority and probationary status for part time employees shall be determined in accordance with Article **11.01** and **11.02** of the Agreement. Note: All part time employees employed as of date of ratification shall be deemed to have passed their probationary period.

In the event that a part-time employee become full-time (or vice versa), seniority will be transferred to the new seniority group. One (1) year part-time service shall equate to **six** (6) months full-time service.

Part-time hours of work will be distributed as equitably as reasonably possible on a seniority basis.

2. Exclusions

The following provision of the collective agreement shall not apply to part time employees: Article **22** and **25**.

3. Job Posting

Part time employees shall not be considered for full time positions until all full time bargaining unit members have had an opportunity to apply for the posted position.

4. Vacations

Part time employees are entitled to two (2) weeks of vacation time in a vacation year (January 1 to December 31). The granting of any additional weeks of requested vacation time shall be at the sole discretion of the Company. Article 22.06 shall apply to part time with respect to their vacation requests.

Vacation pay shall be 4% of gross earnings as of December 31 of the year preceding the vacation year. Vacation pay shall be made by separate cheque.

Vacation time may not be carried over from one vacation year to the next.

5. Rates of Pay

As per Schedule "A" under heading "Part time Employee Wage Rates".