

Collective Agreement

between

Imperial Parking Canada Corporation

(IMPARK)

and

Manitoba Government and General Employees'

Union

(MGEU)

Maintenance Employees

May 1, 2010 to April 30, 2013

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*All changes are in bold.

This Agreement made and entered into this 8th day of November,
2010.

between

Imperial Parking Canada Corporation

(Winnipeg Branch)

(hereinafter referred to as “the Employer”)

of the first part

and

**Manitoba Government and General Employees’
Union**

(hereinafter referred to as “the Union”)

of the second part.

WHEREAS it is the desire of the parties to this Agreement to
establish, promote and foster a good relationship that will
provide enduring and mutual benefit to the Union, the
employees and the Employer:

AND WHEREAS it is the essence of the Agreement that there
shall be a maximum of co-operation and the parties

hereto pledge their full support and co-operation in this regard:

NOW THEREFORE, the Employer and the Union agree as follows:

**Article 1 Terms of Agreement and Negotiations for
Renewal**

- 1:01** This Agreement shall come into effect May 1, **2010** and shall remain in effect until April 30, **2013**, unless altered or amended in the meantime by the mutual written consent of the parties hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new agreement is given by either party to the other party not more than ninety (90) days, nor less than sixty (60) days prior to the expiry date of this Agreement or the expiry date of any extended term thereof.
- 1:02** Within ten (10) days after the receipt of such written notice or within such additional time as may be mutually agreed upon, representatives of the Employer and of the Union shall meet for the purpose of negotiating same. During the period of negotiations, this Agreement shall remain in full force and effect until such time as the Union serves strike notice or the Employer serves lockout notice at which time the agreement shall terminate.
- 1:03** The parties hereto agree to enforce all provision of this Agreement and also any decision of an Arbitration Board rendered pursuant to Sections 4:04, 4:05 and 4:06.
- 1:04** Unless otherwise specified herein, all negotiated changes to this agreement take effect commencing with the first pay period following date of signing. Pay increases take effect May 1st of each year.

Article 2 Recognition

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all maintenance employees, except for the Maintenance Manager and Assistant

Maintenance Manager. Unless provided in the agreement, employees in this bargaining unit have no rights or entitlements which may exist in other bargaining unit(s) within the Company.

- 2:02** Should the Union offer to any other employer in the Employer's industry in Manitoba a term or condition in that other Employer's Collective Agreement more favourable to that employer, then the Union shall immediately offer to the Employer the same term or condition in this Collective Agreement.
- 2:03** The Employer will be allowed to hire temporary traffic controllers. These new employees are subject to paying dues as per the dues structure that is in place. If they are employed beyond ninety (90) days they must become union members and will be subject to the terms of this Agreement.

Article 3 Management Rights

- 3:01** The Employer retains all its inherent rights, powers and authority to manage its business, subject to the terms of this Agreement and applicable Legislation.
- Without limiting the generality of the foregoing, the Employer has the right to hire, promote, demote, transfer, layoff, discipline, give direction to employees, implement changes in the Employer's method of operation, and generally operate its business. In exercising these rights, the Employer shall act reasonably, fairly, in good faith, without discrimination and in a manner consistent with this Agreement as a whole.
- 3:02** An employee shall not be discharged or otherwise disciplined without just cause. An employee shall be entitled to Union representation at any meeting above a written warning, and at any investigation meeting which may result in discipline being taken.
- 3:03** The Employer agrees that, where a conflict exists between the term of any company rule, policy or handbook and the

terms of this Agreement, the terms of this Collective Agreement shall prevail.

- 3:04** Employees shall be assigned duties exclusively by Imperial Parking and are not subject to direction by another employer or property owner unless specifically authorized by Imperial Parking to perform such work. If requested to perform work that is of a non-emergency nature by another employer or property owner, the employee must immediately contact their supervisor for authorization to perform the requested work.

Article 4 Grievance and Arbitration Procedure

- 4:01** When an employee and/or the Union believe that a grievance exists and alleges a violation of this Agreement they must first attempt to resolve the matter orally with the Employer or immediate supervisor. If the complaint is not settled satisfactorily at this level, the employee/union will reduce the complaint to writing within ten (10) consecutive working days of when the employee should reasonably have been aware of the event. This written grievance shall be presented to the **Assistant General Manager** by the employee or his or her Union representative, or both. If the union or employee does not, without reasonable cause, file a complaint within the time limit set out in this clause the grievance will be deemed to be abandoned.
- 4:02** The authorized representatives of the Union shall meet with the **Assistant General Manager** within five (5) consecutive days of the presentation of the formal grievance in an attempt to resolve the matter. The Employer shall give his reply in writing within five (5) working days of the meeting. The affected employee(s) are entitled to leave with pay to attend such meetings, unless the employee has been terminated or suspended without pay.
- 4:03** **Failing resolution of the grievance with the Assistant General Manager, the employee now has the option to file the grievance to the General Manager of the Company. The authorized representatives of the Union shall meet with the General Manager within five (5) consecutive days of the presentation of the**

formal grievance in an attempt to resolve the matter. The General Manager shall give his reply in writing within five (5) working days of the meeting. The affected employee(s) are entitled to leave with pay to attend such meetings.

- 4:04** Grievances involving an alleged unjust suspension, demotion or dismissal shall be dealt with in the normal manner as prescribed in **4:01, 4:02 and 4:03** and are subject to arbitration if not resolved. An employee is entitled to Union representation at any formal meeting with the Employer or supervisor which may result in discipline beyond a written warning being taken. Disciplinary warnings shall be expunged from an employee's personnel record after two (2) years provided there has been no similar occurrences during that period. Procedural notifications are not disciplinary in nature, but a series of such notifications may result in disciplinary action being taken.
- 4:05** Grievances not resolved in the manner prescribed in **4:01, 4:02 and 4:03** may be submitted to arbitration by either party.
- (a) A request for arbitration shall be made within twenty (20) calendar days following the date the decision is rendered under **4:03**.
 - (b) The parties may agree upon a single arbitrator where mutually acceptable, otherwise each party to the dispute shall appoint a member to the arbitration board within ten (10) calendar days of the request for arbitration. The two (2) members shall then choose a chairman. If the two (2) members are unable to agree on a chairman within ten (10) calendar days of their appointment, they shall request the Minister of Labour to appoint a chairman.

(c) The Board of Arbitration shall hear the case within thirty (30) calendar days of the appointment of the chairman.

- 4:06** A Board of Arbitration shall not have authority to alter or change any of the provisions to this Agreement or to substitute any new provisions thereof, or to hand down any decision contrary to the terms or provisions of this agreement.
- 4:07** Where an Arbitration Board finds that the Employer has violated the agreement or unjustly suspended, demoted or dismissed an employee, such Arbitration Board shall have the right to direct compensation of such employee(s) to the extent they consider fair and equitable.
- 4:08** The Employer and the Union agree that each will pay the fees and expenses of its own appointee and one-half ($\frac{1}{2}$) the fees and expenses of the chairman and of any clerk or stenographer whom the Board may require.
- 4:09** The time limits defined for process of grievances and/or arbitration proceedings may be extended by mutual agreement of the parties.
- 4:10** The Union or the Employer shall have the right to initiate a grievance concerning an alleged violation of any of the provisions of this Agreement. Procedures outlined in paragraphs **4:02** to **4:09** inclusive shall be followed.

Article 5 Strikes and Lockouts

- 5:01** It is agreed by the Union and the employees that there will be no strike or slowdown, either complete or partial, or overtime ban or work to rule or other action by the union which will have the effect, intended or otherwise, of stopping or interfering with production or operation of the Employer's business during the life of this Agreement.
- 5:02** It is agreed by the Employer that there will be no lockout during the life of this agreement.

Article 6 Hours of Work and Overtime

The following sections and paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day nor hours per week, or of days of work per week.

6:01 Definitions - For purposes of this Article the following definitions shall apply:

- (a) The “Standard Work Day” for maintenance employees shall be eight (8) hours per day exclusive of a one-half (1/2) hour lunch period to be taken at a time mutually agreed between the **Support Services Manager** and the employees.

Standard shifts are as follows:

(Monday to Friday) 6:00 a.m. to 2:30 p.m.

The Employer shall provide one (1) weeks’ notice of any change of shift.

Additional standard shifts that may be added will be based on the operational requirements of the maintenance department.

- (b) “Standard Work Week” shall be forty (40) hours Monday to Friday. The Standard Work Week for an employee may be temporarily altered with one (1) weeks’ notice or by mutual agreement.
- (c) Regular scheduled weekend shifts shall be eight (8) hours as mutually agreed between the employee and the supervisor.

6:02 Shifts are scheduled based on operational requirements. When an employee reports for their regularly scheduled shift and finds that there is not work available, they shall be

paid for three (3) hours of work at their regular hourly rate, unless notified not to report at least one (1) hour prior to the start of the shift.

- 6:03** Employees who work at more than one location on any one (1) day, shall be paid from the time they commence their duties until they have completed their last **task**.
- 6:04** Any time worked beyond the Standard Work Day and/or Standard Work Week shall be paid at time and one-half (1 ½x). If the overtime is required on an employee's scheduled day off, it shall be paid at time and one-half (1 ½x) for the first four (4) hours and double time (2x) thereafter. All snow-plough duty beyond regular hours on a scheduled day off shall be paid at time and one-half (1 ½x) for the first four (4) hours and double time (2x) thereafter.
- 6:05** With the exception of snow-plough duty, overtime shall be offered on a voluntary basis, and the Employer shall endeavour to provide employees with twenty-four (24) hours notice of its overtime requirements. Where there are no volunteers to work the overtime the Employer may direct employees to work.
- 6:06** The Employer shall endeavour to offer overtime equitably among those employees who would normally perform the work at designated work locations subject to the requirements of the Employer. It is understood that if overtime is required at the end of any shift, the employees on that shift will be given first opportunity to perform such overtime.
- 6:07** An employee designated to be "on-call" over a weekend shall receive a sixty dollar (\$60.00) standby charge for the entire weekend. If called out, the employee shall be entitled to a minimum of three (3) hours at overtime rates for any one (1) call within a twelve (12) hour period while on standby. If the employee is called out for more than one (1) call within a twelve (12) hour period, those hours will be accumulated with the actual hours of the previous call. If the actual accumulated hours are less than three (3) hours the employee will receive a minimum of three (3) hours of pay at overtime rates. If the actual accumulated hours exceed three (3) hours the employee receives the total of the accumulated hours paid at overtime rates.

Effective May 1, 2007, the weekend standby rate shall be increased to seventy-five dollars (\$75.00).

Standby duty to be rotated among employees deemed qualified and able by the Employer to perform the necessary job functions.

6:08 An employee designated to assume all or part of the duties of an absent supervisory authority shall be paid, in addition to his regular wages, one hundred dollars (\$100.00) for each week or portion thereof of acting status.

Article 7 General Holidays

7:01 All employees shall receive the following holidays with pay:

- | | |
|-----------------------|------------------|
| New Year's Day | Victoria Day |
| Christmas Day | Good Friday |
| Boxing Day | Dominion Day |
| Civic Holiday | Remembrance Day |
| Labour Day | Thanksgiving Day |
| Louis Riel Day | |

and such holidays as are proclaimed by Federal, Provincial or Civic Authorities where the Employer's office is located. If an above named holiday(s) falls on a day(s) which is not an employee's regular working day, the first working day(s) thereafter shall be observed as the holiday(s) for that employee. In order to qualify for the holidays set out in this article, an employee must have earned wages for all or part of fifteen (15) out of the previous thirty (30) calendar days prior to the holiday.

- 7:02** An employee who is required to and does work on a general holiday shall be paid at one and one-half (1 ½) times his regular rate of pay for all hours worked on the general holiday and in addition he shall be paid his regular rate of pay for the general holiday based on his normal hours of work plus any hours worked in excess of his normal work day.
- 7:03** An employee who works on his observed holiday(s) shall receive his regular pay for all hours worked on the day(s) plus his holiday pay, based on his normal hours of work.

Article 8 Payment of Wages

- 8:01** Every second Friday, the Employer shall pay to each employee covered by this Agreement, all wages earned by the employee up to the five (5) working days prior to the date of payment. If a General Holiday falls on an employee's regular pay day, payment shall be made the preceding day.
- 8:02** A separate detailed Statement of Earnings shall be given to each and every employee on each and every payday. This statement shall show all regular hours worked, all overtime hours worked, regular and overtime rate of pay, holiday and vacation pay, pay period dates, also an itemized list of deductions.
- 8:03** Any employee who voluntarily terminates their employment with the Employer shall receive all wages payable in full, General/Annual Holiday Pay and their Record of Employment, within five (5) office working days of such voluntary termination.
- 8:04** Any employee who is terminated by the Employer for any cause whatsoever, shall receive within five (5) office working days of such termination all wages due to the employee including overtime, all General or Proclaimed Holiday Pay, Annual Vacation Pay including their Record of Employment.
- 8:05** Where a payroll discrepancy in excess of fifty dollars (\$50.00) exists the employee may request payment on the following Monday if reported on or before 12:00 noon on the payday. If the discrepancy relates to vacation pay

further time may be required, but the company may authorize an emergency salary advance to cover the alleged shortfall until reconciliation takes place.

Article 9 Termination of Employment

9:01 Employees shall be given notice of termination or pay in lieu thereof, except when an employee is dismissed for just cause **as follows:**

Less than one (1) year of employment one (1) weeks' notice

One (1) year to three (3) years employment two (2) weeks' notice

Three (3) years to five (5) years employment four (4) weeks' notice

Five (5) years to ten (10) years employment six (6) weeks' notice

Ten (10) years or more employment eight (8) weeks' notice

9:02 Employees shall provide the Employer with **one (1) weeks' notice of resignation if they have worked less than a year and two (2) weeks' notice of resignation if they have worked for more than one (1) year..**

9:03 **An employee may be terminated at the discretion of the Employer during probation period, as defined in section 10:02.**

9:04 **On termination a person must return any and all Company property within seventy-two (72) hours of the final day of employment.**

Article 10 Seniority

10:01 Seniority shall be determined on the basis of an employee's length of service with the Employer from date of employment in this bargaining unit.

10:02 Attainment of seniority shall be subject to completion of a probation period of ninety (90) days from date of initial

hire. The Employer may extend the probation period by a further forty-five (45) days in appropriate cases. **The Employer shall provide the MGEU Staff Representative with names of any employees being rejected or extended while on probation.**

- 10:03** The Employer shall maintain a current seniority list showing the employee names, and their seniority start date established pursuant to 10:01. An updated seniority list shall be provided to each employee and to the Union in May of each year.
- 10:04** Seniority rights may be exercised in respect to job postings, layoff and recall.
- In job postings, layoff and recall seniority shall be the determining factor, subject to the employee having the qualifications and ability to perform the required work. “Ability” shall be determined on the basis of past job performance.
- 10:05** Seniority shall be retained but not accrued during periods of layoff or other approved leaves of absence without pay. Seniority shall terminate if an employee voluntarily leaves the employ of the Employer, is terminated for cause, or is laid off and not recalled pursuant to Article 11:07.
- 10:06** Notwithstanding Section 10:05, seniority shall continue to accrue during periods of approved maternity and/or parental leaves.

Article 11 Layoff and Recall

- 11:01** Layoffs of maintenance employees shall be on the basis of seniority, commencing with the most junior employee, provided the remaining employees can perform the required work.
- 11:02** Employees selected for layoff are not eligible to bump employees in other bargaining unit(s) within the Company.
- 11:03** An employee who is laid off shall be on a recall list for twelve (12) months. Recall lists must be exhausted before

any new employees are hired. Employees shall be recalled to available work on a seniority basis. In order to be eligible for recall an employee must have provided the Employer with a current address and must be available to return to work within seven (7) days following notification of recall, unless otherwise mutually agreed. If an employee refuses recall, he/she will be removed from the recall list.

Article 12 Annual Vacations

12:01 An employee with between one (1) and four (4) years of 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/her earnings during the twelve (12) months preceding their anniversary date.

An employee with between five (5) and ten (10) years of 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/her earnings during the twelve (12) months preceding their anniversary date.

An employee with more than eleven (11) years of continuous service hired before May 1, 2004 as of their anniversary date of each year shall be entitled to four weeks vacation with pay at eight percent (8%) of his/her earnings during the twelve (12) months preceding their anniversary date. For the purpose of determining increased vacation entitlement, the appropriate date shall be the employee's anniversary date.

An employee who leaves the service of the Company shall be paid any outstanding vacation credits or vacation pay. The rate of pay shall be that in effect at the time of termination.

12:02 Part-time employees' vacation pay shall be determined on the basis of the following percentages of earnings to be added to each pay cheque:

- (a) up to 4th anniversary - four percent (4%) of gross earnings
- (b) after 4th anniversary - six percent (6%) of earnings

For purposes of Article 12 a part-time employee is one who works less than thirty (30) hours per week.

12:03 Full-time employees hired after June 1, 2003, will be entitled to the following:

- (a) up to one (1) year's service - one (1) day per month from starting date to the end of April, to a maximum of ten (10) working days
- (b) 1st to 5th anniversary - two (2) weeks' vacation with pay
- (c) 6th and later anniversary - three (3) weeks' vacation pay

12:04 When an employee leaves the company he/she shall be paid out for any outstanding vacation credits or vacation pay. The rate of pay shall be that in effect at the time of termination.

12:05 Employees must make written requests for vacation leave at least four (4) weeks prior to the dates being requested. The Employer shall respond in writing to such requests within five (5) working days. Time limits may be varied by mutual consent, such as when an employee requests vacation time to cover a period of illness. Vacation must be taken in increments of at least one (1) full working day.

12:06 For full-time employees, where vacation time of one (1) week or more is being taken, the Employer will pay the vacation pay to the employee by direct deposit and shall include a statement showing the gross earnings during the year, and a complete list of deductions, if any. Where vacation time of less than one (1) week is being taken, vacation pay will not be paid in advance but will be paid on the next regular pay cheque with a statement setting out the calculation of vacation pay.

Payment of advance Vacation Pay shall be made no earlier than the last pay period prior to the employee's vacation and shall be paid no later than the last shift worked by the employee going on vacation. In the case where the last shift worked is such a day or time that the employee cannot get to a bank during business hours, then payment shall be made one (1) shift earlier.

12:07 In the event the Employer finds it necessary to cancel all or part of any employee's scheduled vacation, the Employer shall reimburse the employee for any expenses incurred as a result (airline, hotel cancellation fees etc.). The employee must present proof of payment. The Employer shall attempt to re-schedule the vacation at a time mutually agreeable.

12:08 In the event an employee becomes sick during the term of his her vacation, verified by a doctor's certificate, the employee shall, upon proper notification to the Employer, be considered to be on sick leave and the balance of vacation time shall be suspended. Upon return to work the balance of vacation time shall be arranged by mutual agreement.

12:09 If a holiday or holidays fall within the vacation period assigned to or chosen by an employee, the employee(s) shall in addition to their regular vacation also receive an extra day's vacation in lieu of such holiday.

12:10 The Employer may authorize the carry-over of up to two (2) weeks of vacation to supplement vacation to be taken in the following vacation year only, provided the employee

takes at least two (2) weeks of vacation in the current vacation year.

- 12:11** An employee may use vacation pay to prevent loss of income when days are missed due to illness.

Article 13 Working Conditions and General Understanding

- 13:01** No employees will be asked, and no employees will offer to make a written or verbal agreement and/or contract with the Employer inconsistent with or at variance with the terms of this Agreement.
- 13:02** The Employer will furnish employees with tools and equipment when required, and shall endeavour to maintain and repair such tools and equipment.
- 13:03** Employees will be required to wear uniforms as required by the Employer. The Employer shall provide appropriate winter outerwear as well as safety vests, where required.
- 13:04** It is understood and agreed by the parties that the Maintenance Manager/Supervisor and Assistant Maintenance Manager/Supervisor occasionally perform maintenance work and such performance of work is not prohibited by this agreement provided it does not result in a loss of employment for current maintenance employees.
- 13:05** Employees who have passed their probationary period and who work a minimum of two (2) shifts per week, will receive parking passes which can be used on any of the Employer's transient (hourly) lots where passes are accepted.
- 13:06** Any conditions, monetary or otherwise, currently authorized by the Employer and enjoyed by employees, which are not specifically mentioned by this Agreement, will remain in effect.
- 13:07** Imperial Parking will not hire any new maintenance employee(s) before offering such positions(s) to all displaced or laid off maintenance staff still on the recall list.
- 13:08** Any new or additional lots acquired by the Employer shall be designated as Impark lots for purposes of administering

this Agreement. Any employees entering the employ of Impark as a result of lot acquisition shall be deemed to be new hires for purposes of seniority, wages etc, unless otherwise agreed by the Union.

Article 14 Union Security and Recognition

- 14:01** The Employer recognizes and will not interfere with the rights of the employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any of its agents, against employees, because of membership in the Union. The Union agrees that, in exercising its rights, it shall act reasonably, fairly, without discrimination and in a manner consistent with the agreement as a whole.
- 14:02** All new employees shall make application for membership within fifteen (15) calendar days of employment, and shall become members of the union within thirty (30) calendar days from the date of employment. The Employer shall upon hiring, advise employees of the provisions of this article and provide a union membership application.
- 14:03** The parties mutually agree that all employees presently employed and all employees hereinafter employed, shall as a condition of employment or within thirty (30) calendar days of employment, become and remain members in good standing with the Union.
- 14:04** The Employer agrees to deduct from each pay cheque due to each employee in each calendar month, the amount authorized as union dues, and to remit same prior to the tenth (10th) day of each month to the Financial Officer of the Union.
- 14:05** The Union shall notify the Employer in writing of the names of Officers and Shop Stewards for each operation and of any changes that may occur therein from time to time. The Company shall not be required to recognize a Shop Steward until his/her name has been certified to the Company in writing by the Union.
- 14:06** The Union acknowledges that elected Officers and Shop Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their

regular duties without having first secured permission from their immediate supervisor, which permission shall not be unreasonably withheld. Officers and Stewards shall state their destination to the immediate supervisor and shall report again to him at the time of the return to work. Where an Officer or a Steward leaves their regular duties to attend to Union business, it shall be on a wage recovery basis.

- 14:07** It is mutually agreed that authorized Union Staff Representatives will be given access to the Employer's work locations to meet with Officers or Shop Stewards about a grievance or other official Union business relating to this Agreement provided that the meeting does not interfere with the Company's work or progress at the employee's work location.
- 14:08** The Union will be provided annually with one (1) V.I.P. parking pass for use of the Staff Representative assigned to administer this Agreement.
- 14:09** The Union agrees to attempt to conduct its' internal business at times which provide minimum disruption to the operations of the Employer. However the Union may request leave for up to three (3) employees to attend to Union business on a wage recovery basis, subject to operational requirements and provided written notice is provided to the Employer at least forty-eight (48) hours prior to the start of the employees shift(s). For Union sponsored training sessions a minimum of one week's notice shall be provided. The Employer shall continue the employees' wages for the period of leave requested and invoice the Union for the full amount of wages paid to the employee(s) for the period of absence. It is agreed that such leave shall not be unreasonably sought, nor withheld. It is further agreed that the number of employees for which leave is requested and the notice period may be varied by mutual agreement on a case by case basis.
- 14:10** The Employer agrees to provide leave with pay for up to three (3) members of the Union's negotiating committee for purposes of attending scheduled bargaining sessions with the Employer.

Article 15 Labour Management Committee

A Labour Management Committee shall be formed and will include three (3) members appointed by the Union and up to three (3) members appointed by the Company. The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job security for the employees.

15:01 Committee Terms of Reference

The terms of reference for the Committee shall be as follows:

- (a) Considering constructive recommendations governing labour/management activities so that improved relations shall exist between the Company and employees in all bargaining units;
- (b) Improving and extending services to the public;
- (c) The Labour Management Committee shall not function as a bargaining committee;
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (e) Correcting situations before they become grievable issues.

15:02 Chairperson of Meetings

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

15:03 Scheduling of Meetings

The Committee shall meet at the call of either party at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

15:04 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the company shall receive copies of the minutes as soon as possible following the meeting.

Article 16 Safety

16:01 All employees shall be covered by the provisions of the Workers Compensation Act.

16:02 Regulations made pursuant to the Workers Compensation Act, Work Safety and Health and/or any other statute pertaining to the work environment shall be fully complied with.

16:03 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to and no employee shall perform any work in a hazardous manner. All unsafe working conditions and/or equipment shall be reported to the Employer immediately and:

- (a) the Employer will provide triplicate forms for this purpose (one copy to be kept by the employee and two (2) copies to be given to the Employer, of which one will be passed on by the Employer to the union);

(b) the Employer will reply, in writing within five (5) working days to the employee filing the report, with a copy of the reply to the Union.

- 16:04** The Employer shall not request any employee to comply with an order, directive and/or an assignment that that is unsafe, hazardous or contrary to the law.
- 16:05** An employee who is injured on the job during working hours and after contacting their supervisor is released from their job responsibilities as a result of such injury shall receive payment for the remainder of their shift.
- 16:06** All accident and/or injury incident reports shall be reviewed by the Safety Committee at their regular meetings and shall be recorded in the minutes.
- 16:07** The Employer shall supply and maintain “approved” first aid kits in all vehicles and at all work locations where there is protected and safe storage for the kits.
- 16:08** Where practicable, kiosks will be heated. Employees on surface lots shall receive clothing appropriate for working out-doors.
- 16:09** Shelter, toilets, drinking water and some form of communication shall be available at or near work sites wherever practicable. Where such facilities are not available on site, employees shall be entitled to leave the work site to make use of such facilities. Employees shall be provided with a secure space in which to store personal items during the course of their shift.
- 16:10** **The Employer agrees to develop and implement a work alone plan for each employee within a month of signing the Collective Agreement.**
- 16:11** Any employee who does not miss a day of work, other than authorized leaves as set out in the Collective Agreement, or for Workers Compensation, during the annual period April 1, 2006 to March 31, 2007 will receive an attendance bonus of two hundred fifty dollars (\$250.00). Effective April 1, 2007 the bonus shall increase to three hundred dollars (\$300.00) and shall remain at that rate for

each subsequent annual period for the duration of the agreement.

- 16:12** Any employee who does not incur damage to a company vehicle or is not in any accident involving a company vehicle, where liability is assessed against the employee, in a year will receive a bonus of one hundred dollars (\$100.00). If all employees in the department do not incur damage to a company vehicle or are not involved in any accident involving a company vehicle in a year, where liability is assessed against a company driver, all employees covered by this agreement will receive an additional one hundred dollar (\$100.00) bonus. The year for calculating this bonus will be January 1st to December 31st, 2006. Effective January 1, 2007 the bonus amounts shall increase to two hundred dollars (\$200.00).

Article 17 Authorized Leaves

17:01 Jury Duty

- (a) The Employer shall grant a leave of absence to an employee who serves as juror or who is subpoenaed as a crown witness in any court.
- (b) The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

17:02 Maternity Leave

The Employer will grant a leave of absence, without pay, to a pregnant employee in accordance with the Employment Standards Act of Manitoba and E.I. regulations.

17:03 Parental Leave

The Employer will grant a leave of absence, without pay, to a qualifying employee in accordance with the Employment Standards Act of Manitoba and E.I. regulations.

17:04 Bereavement Leave

- (a) Upon notification the Employer will grant an employee three (3) days of leave of absence with pay following the death of the employee's spouse, mother, father, son, daughter, brother or sister, grandparent or parents-in-law.
- (b) Upon notification the Employer will grant an employee one (1) day leave of absence with pay following the death of the employee's grandchild, brother-in-law or sister in law.
- (c) An employee shall be granted one (1) day leave without pay for purposes of attending a services as a pallbearer.
- (d) In addition to bereavement leave granted pursuant to (a) and (b) above, an employee may be granted up to two (2) days leave without pay for purposes of attending a funeral at a distance.

Article 18 Severance Pay

- 18:01** An employee, other than an employee dismissed for cause, who is involuntarily laid off by the Employer or who dies after completing three (3) years, of continuous employment shall receive severance pay in the amount of one weeks pay for each year of service and pro-rated portion thereof (e.g. three and one-half [3 ½] years service results in three and one-half [3 ½] weeks' severance pay).

Article 19 Safety Boots

- 19:01** Effective Year 1 of the contract, the Employer will provide each employee with one (1) pair of seasonal boots (employee choice as to winter or summer boots). Type and quality to be determined in consultation with maintenance

employee representatives. Effective Year 2 of the contract, one (1) pair of seasonal boots opposite to pair chosen in Year 1 to be provided to all employees. Effective Years 3 and 4 of the contract, one (1) pair of employee's choice to be provided during this period.

Article 20 Wages

20:01 Maintenance staff employed by the company after May 1st, 2010 shall have their rates of pay as follows:

	<u>Level #1</u>	<u>Level #2</u>
Start	\$12.50	
Annual Increase	\$13.00	\$13.50
Annual Increase		\$14.00

Level #2 represents an employee's anniversary increment.

Nothing prohibits the hiring of an employee above the minimum rate based on experience and qualifications. Employees recalled from layoff shall be placed at the pay point attained prior to the layoff.

20:02 Maintenance staff employed by the Company as at May 1, 2010 shall have their existing rates of pay as follows:

	<u>Level # 1</u>	<u>Level # 2</u>
May 1, 2010	\$12.50	\$13.00
May 1, 2011	\$13.00	\$13.50
May 1, 2012	\$13.50	\$14.00

Retroactive pay adjustments shall be made for persons employed as at May 1, **2010**.

Level #2 represents an employee's anniversary increment.

Nothing prohibits the hiring of an employee above the minimum rate based on experience and qualifications. Employees recalled from layoff shall be placed at the pay point attained prior to the layoff.

Article 21 Benefits

21:01 The Company agrees to continue to provide eligible employees with the Company Group Benefit Plan. The Company agrees to continue to pay **one hundred percent (100%)** of the premium costs for said plan, with the exception of the Short Term Disability provision, which is fully employee paid.

Article 22 Savings Clause

In the event that any of the provisions of this Agreement are found to be conflict with any applicable Federal or Provincial Law now existing, or hereinafter enacted, it is agreed that such law prevails to the extent that it conflicts with the terms this Collective Agreement without any way affecting the remainder of the this Agreement. A determination that any provision of this Agreement is found null and void or in any way conflicts with Federal, Provincial or common law in no way affects the validity of all other provisions of this Agreement and such offending provisions shall be severable from the other provisions of this Agreement.

In this Agreement any words imparting the masculine gender include female persons and word imparting the female gender include male persons singular and plural.

Agreement executed this _____ day of _____, 2010.

Agreement executed this 8th day of November, 2010.

Richard Wisnowski
On Behalf of Imperial Parking Canada
Corporation

Darlene Tremblay
On Behalf of the Manitoba Government
and General employees' Union

B. Miller
Witness

Pam Warynski
Witness

IMPERIAL PARKING HARASSMENT POLICY

Anti-Harassment and Non-Discrimination Policy

The Company also stands firmly against harassment. It is illegal and against Company policies for any employee to harass an employee, customer or vendor or to create an intimidating, hostile or offensive working environment for any employee or other person for any reason, and particularly to engage or to participate in racial, ethnic, religious, sex or gender, disability or age harassment.

Various federal, state/provincial and local laws prohibit employment discrimination and harassment on the basis of race, colour, sex or gender, age, national origin, religion, disability and handicap, and other legally protected categories. The Company forbids and will not tolerate any discrimination or harassment of or inappropriate conduct toward its employees, customers or vendors by anyone. Employees who engage in discriminatory, harassing or other inappropriate conduct are subject to disciplinary action, up to and including termination.

Discrimination

Discrimination may include, but is not limited to, any conduct or action directed toward, or about, or taken with respect to any employee because of that employee's:

- Race
- Sex or gender

- Age
- Place of origin, ethnic origin or national origin
- Religion
- Ancestry
- Colour
- Citizenship
- Creed
- Marital status
- Same-sex partnership status
- Family status
- Disability or handicap
- Membership in any other legally protected category

Harassment

Harassment can take many forms. In general terms, it may include:

- Verbal
- Physical
- Visual
- Other conduct which is intended to make, or which has the effect of making, the recipient uncomfortable

Harassment is discriminatory and illegal if it is based on or motivated by sexual, racial, ethnic or other unlawful considerations as noted, but not limited to, the above and:

- Has the purpose or impact of creating an intimidating, hostile or offensive work environment;
- Has the purpose or impact of unreasonably interfering with an individual's work performance; or
- Otherwise adversely affects an individual's employment opportunities.

Regardless of motivation, harassing behaviour and other inappropriate or offensive conduct runs contrary to the spirit of cooperation and team work that is the foundation of our organization and is strictly against this policy.

Sexual harassment is also objectionable to The Company. Sexual harassment may include, but is not limited to:

- Any unwelcome or unwanted sexual advances;
- Requests for or suggestions of sexual favours; or
- Any other verbal, physical, visual or other acts of a sexual or sex-based nature between members of the same or opposite sex where:
 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
 2. An employment decision is based on an individual's acceptance or rejection of such conduct; or
 3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

- Sexual and gender based stereotypes
- Expressions of hostility or dislike or other inappropriate conduct toward another based on that individual's gender
- The offender or victim of sexual harassment may be either a man or a woman and sexual harassment can occur between persons of the same or opposite sex

Some examples of prohibited harassment, discrimination or inappropriate or offensive conduct include, but are not limited to:

- Unwanted flirtations, innuendo;
- Sexually or gender oriented kidding, teasing, practical jokes or horseplay;
- Sexually suggestive or obscene body language or gestures;
- Display of sexually suggestive, obscene or offensive printed or visual material including viewing or displaying such material on a computer via the Internet, e-mail, or other electronic means;
- Physical contact, such as touching, patting, pinching or brushing against another's body;
- Teasing or jokes referring to race, national origin, or ethnicity;
- Referring to an individual's race, age, physical or mental condition, particularly when making decisions affecting the individual in the workplace or which affect the individual's ability to perform his or her job.

This list describing discrimination, harassment and inappropriate conduct is not exhaustive. The absence of any conduct from this list does not mean the conduct is not harassing, discriminatory or inappropriate. The Company retains the right and discretion in all situations to discipline any employee it finds has engaged in harassing, discriminatory, retaliatory or other inappropriate or offensive conduct regardless of whether the conduct is specifically described above.

Communicating a Complaint

The Company requires all employees who feel that they have been discriminated against, harassed, or subjected to inappropriate conduct or who have observed such conduct to report the conduct immediately to your supervisor, any other member of the local management team, or the Human Resources Department. In most cases, it is difficult or impossible for the Company to know that such conduct is occurring unless it is reported.

Responsibility

All employees in a supervisory or managerial capacity are responsible for ensuring that the workplace and their departments are free of conduct that is harassing, discriminatory, inappropriate, or offensive and for enforcing this policy at all times with respect to all employees. Any supervisor or manager who observes discriminatory, harassing, or inappropriate conduct or receives a complaint about such conduct must promptly report the conduct to the Director of Human Resources. All supervisory or managerial employees should communicate to employees their rights under this policy

and encourage employees to report any conduct prohibited by this policy.

Investigation

Any complaints will be promptly investigated. If this policy has been violated, management will, in its discretion, take appropriate disciplinary action, up to and including discharge. Reasonable measures will also be taken to protect all employees, including the reporting employee, from any retaliatory behaviour and to take appropriate disciplinary action for any retaliatory conduct.

Confidentiality

The Company will maintain the confidentiality of any complaint as much as possible, although, total confidentiality may not be possible if a fair and thorough investigation is to be conducted, The Company will, at management's discretion, attempt to discuss complaints and the terms of their resolution only to the extent necessary and as is practicable and appropriate under the circumstances. Information necessary to complete an investigation, including the identity of the alleged employee engaging in the alleged conduct, the employee who was the target of such conduct, and the nature of the complaint will be disclosed as necessary during the investigation and the investigatory interviews of witnesses.

No Retaliation

The Company will not retaliate and will not permit any employee to retaliate against any employee who makes a good faith report of discrimination, harassment, inappropriate or offensive conduct or assists in or cooperates in an ensuing investigation. All employees shall respect the right of their fellow co-workers

to make valid, legitimate complaints under this policy. Employees shall not threaten, intimidate, or otherwise discourage an employee from bringing or cooperating in an investigation of a complaint. Employees should not gossip or spread rumors about or ignore or be hostile towards co-workers who have made complaints under this policy. Any employee who believes that he or she has been retaliated against in any way should report such retaliation in the same manner as set forth in the "Communicating a Complaint" section above.

False Accusations

If an investigation results in a finding that an individual made false or bad faith accusations of discrimination, harassment, inappropriate conduct, or retaliation, the accuser may be subject to disciplinary action, up to and including immediate termination.

Review

Any employee who disagrees with the findings of any investigation may obtain a review of the investigation, or the applied outcomes, by submitting a written notice of the basis for the disagreement to the Director of Human Resources.