

COLLECTIVE AGREEMENT

BETWEEN

GATEWAY VALET
Managed by
IMPERIAL PARKING CANADA CORPORATION

AND

CHRISTIAN LABOUR ASSOCIATION OF CANADA,
LOCAL NO. 501

August 15, 2003 - August 14, 2008

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BETWEEN

GATEWAY VALET

Managed by

IMPERIAL PARKING CANADA CORPORATION

(hereinafter referred to as "the Employer")

AND

**CHRISTIAN LABOUR ASSOCIATION OF CANADA,
LOCAL NO. 501**

(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:
- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
 - b) provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - c) establish an equitable system for the promotion, transfer, layoff, and recall of employees;
 - d) establish a just and prompt procedure for the disposition of grievances; and

e) generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well being.

1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer shall not be construed to deprive employees of such rights and privileges.

ARTICLE 2 - RECOGNITION

2.01 a) The Employer recognises the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".

b) For purposes of this Agreement, the terms "employee" or "employees" shall be understood to mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in (a) above.

2.02 This Agreement covers all employees of the Employer employed in the valet operation at the Vancouver International Airport.

2.03 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement, in writing, of the parties.

2.04 The Employer agrees that the Christian Labour Association of Canada and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising,

administering, and negotiating the terms and conditions of this Agreement and all matters related thereto. Union Representatives shall request and receive permission from the managers on duty before entering the premises. The Employer shall not unreasonably withhold such permission.

- 2.05 All rights of management, which are not otherwise restricted in this Agreement and are not contrary to its intention, shall continue in full force and effect. The Union recognises the Employer's right to issue to employees and amend, from time to time, Employer rules, policies, procedures, and operating practices.
- 2.06 The Union acknowledges that it is the function of the Employer:
- a) to manage the enterprise, including the scheduling of work and the control of materials and equipment;
 - b) to maintain order, discipline and efficiency.
 - c) to hire, direct, transfer, promote, layoff, suspend, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the Grievance Procedure.
- 2.07 The parties recognize and agree that they cannot be obligated or bound by any term, condition, or provision which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition, or provision or part thereof is void and of no effect.

2.08 Non-bargaining unit personnel may perform work included in job classifications under this Agreement for short periods of time provided that no bargaining unit employee will be laid off, or continue to be laid off as a result of work being performed by such personnel.

ARTICLE 3 – SCOPE

3.01 Should any provision of the Collective Agreement be rendered null and void, or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Collective Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that

- Part 3, Wages, Special Clothing, & Records;
- Part 4, Hours of Work and Overtime;
- Part 5, Statutory Holidays;
- Part 7, Annual Vacation; and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement except those provisions specifically modified by this Collective Agreement.

3.03 Notwithstanding Article 3.02, should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- a) The Union has the right to elect or appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
 - b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under this Agreement and under the law.
- 4.02 The Union agrees to notify the Employer, in writing, of the names of its officials and the effective dates of their appointments.
- 4.03 Stewards and other Union Officers will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably, but where such meetings exceed ten (10) minutes, they shall be scheduled during rest and meal periods, or outside working hours.
- 4.04 The Union has the right to appoint or elect members to a Negotiating Committee.
- 4.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.

4.06 There shall be no Union activity on the Employer's time except as provided for in Article 4, or unless otherwise authorized by management.

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members.

5.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce workforce when this is not warranted by the workload.

5.03 In the event of a legal picket line or the presence of legal picketers of another union situated at or near any of the airport facilities or property, the Union shall not require its members to cross that picket line or proceed past those picketers. Employees who elect not to cross a legal picket line shall be deemed laid off until such time as the picket line comes down. Employees will not accrue seniority during such an absence.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will invite the Union to supply a list of available members who will be given due consideration for employment. The Employer will make the final decision on all hiring of employees.

- 6.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off available who are qualified to do the work.
- 6.03 New employees will be hired on a three hundred twenty- (320) hour probationary period not to exceed five (5) calendar months. Such probationary period may be extended, with the concurrence of the Union for a further one (1) month or 120 hours. Such employees will be notified in writing with reasons prior to such extension. Failure to notify will mean the employee has completed the probation period. Their seniority shall be dated back to the beginning of employment. The Employer shall notify the Union, in writing, of the name, address, and classification of any new employee at the time such employee commences employment.
- 6.04 The Employer shall provide the Union with necessary information regarding job postings and awards, terminations and hirings. The name, social insurance number, address, date of hire and job status of new employees shall be provided to the Union once monthly. A list of employees, showing their names ranked according to seniority, job status, and rate, shall be forwarded to the Union during January and July in each year. It is the responsibility of each employee to notify the employer, in writing, of any and all necessary status changes and address and phone number changes.
- 6.05 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership, or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or CLAC Representative in order to give such Steward or CLAC Representative an opportunity to describe the Union's purpose and representation policies.

- 6.06 a) Full time employees are those who are regularly scheduled and work thirty (30) hours per week or more.
- b) Part-time employees are those who are regularly scheduled and work less than thirty (30) hours per week but more than twelve (12) hours per week.
- c) Casual employees are employees who relieve the regular work force or who are needed for special events or heavy periods. These employees will be notified of their status, in writing, by the Employer at the time of hiring. A copy of this notification will be forwarded to the Union. Casual employees may be hired for a specified length of time, which specified length of time may be extended or shortened by circumstances which could not be foreseen at the time of hiring. Casual employees will not work in excess of sixty (60) consecutive days at any one location. Casual employees may work at the same location for the full length of their employment if it does not exceed sixty (60) days. Casual employees will not accumulate seniority nor be entitled to any benefits applicable to the regular work force other than Union representation and wages as defined by Schedule "A" of this Agreement. Casual employees who exceed the sixty (60) days as stated above will become regular employees as set out in Article 6.06 (a) or (b).

ARTICLE 7 – CHECK OFF

- 7.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 7.02 The Employer is authorized to and shall deduct bi-weekly Union dues, or a sum in lieu of Union dues, from each employee's pay in

the amount of one and four tenths of one percent (1.4%) of the employee's gross wages up to a maximum of one (1) times the hourly rate, as a condition of employment. Deductions shall be made from all employees, effective the first of the month following date of hire. The Employer shall also deduct initiation fees as authorized by an employee.

- 7.03 The total amount checked off will be mailed to the Union's regional office within two (2) weeks of the end of each month, together with an itemised list of the employees for whom the deductions are made and the amount checked off for each.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 Wage schedules applicable to various job classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 8.02 Additional classifications, and their rates, not currently listed in Schedule "A" may be established only by mutual agreement between the Employer and the Union during the term of this Agreement.
- 8.03 An employee who reports for work as scheduled in the usual manner but is prevented from starting work due to a cause not within his control shall be entitled to a minimum of two (2) hours' pay. All employees who report for work shall, if requested to work less than four (4) hours, receive four (4) hours' pay at their regular hourly rate.
- 8.04 When an employee from a higher rated classification is requested by the Employer to work temporarily, or until permanently reclassified, at a lower-rated classification, he shall be paid at the rate for the higher rated classification. If, however, the employee requests to work at a lower rated classification, then he shall be paid at the rate for the lower rated classification. If an employee is

called in after having completed his regular shift, he shall be paid a minimum of four (4) hours' pay for such call-in.

- 8.05 Between morning and afternoon shifts, the Employer will designate a minimum of one (1) lead hand per shift. Each scheduled lead hand shift will be subject to a bid by seniority. Existing lead hand employees as of August 15, 2003 are exempt and will retain their existing employment status.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

- 9.01 The work week for full-time employees shall consist of not less than thirty (30) and not more than forty (40) straight time hours worked in five (5) eight- (8) hour shifts, Sunday to Saturday, with days off to be consecutive unless this is impossible. These shifts may be split shifts. The split of time between shifts shall not exceed four (4) hours. Subject to an employee's consent, the Employer may schedule an employee for straight time, ten- (10) hour shifts. However, it is understood that no employee shall suffer a reduction in hours of work, wages, or any other condition of employment as a result of refusing to work such an amended schedule.
- 9.02 a) As of the date of ratification of this agreement, senior employees will have access to shifts totalling forty (40) hours before junior employees.
- b) Shifts as of the date of ratification of this agreement will remain constant. When a vacancy is created, the shift will be posted. Senior employees bumping junior employees out of set shifts will only take place in the event of a layoff.
- 9.03 All employees who work in excess of eight (8) hours in any one shift shall be paid at one and one half (1½) times the hourly rate,

except when a ten- (10) hour shift agreement is in place, and double (2) time for all hours worked in excess of eleven (11) hours.

- 9.04 All employees with a ten- (10) hour shift agreement in place who work in excess of ten (10) hours in any one shift shall be paid at one and one half (1½) times the hourly rate and double (2) time for all hours worked in excess of eleven (11) hours.
- 9.05 All hours worked in excess of forty (40) hours each week shall be paid at one and one half (1½) times the hourly rate and two (2) times the hourly rate for all hours worked in excess of forty-eight (48) hours, but excluding daily overtime hours.
- 9.06 For the purpose of this Agreement, the week begins Sunday at 00.01 hours and concludes Saturday at 24.00 hours.
- 9.07 Certain work situations require that employees work through their meal break. However, if the employee must be available for work, or is paid for the break, the employee must still be allowed to eat. Employees shall be entitled to, and may take, rest periods as near as possible to the middle of the shift in accordance with the following schedule:
- a) four (4) hour shift or less than seven (7) hour shifts: one (1) paid fifteen (15) minute rest period;
 - b) seven (7) hour shift or more: two (2) paid fifteen (15) minute rest periods;
 - c) there shall be a fifteen (15) minute rest period during the first four (4) hours of overtime.
- 9.08 The Employer will post one- (1) week work schedules (where possible, two- [2] week work schedules) in a conspicuous place on the Wednesday prior to the effective week. Posted schedules

should only be revised with the consent of the employee concerned.

- 9.09 The parties recognize that there are existing shifts that may require to be changed in the future. Changes, if required, should not be implemented without discussion with the employees involved.
- 9.10 No employee shall be discriminated against or compelled to work on a day on which, on the basis of his religious convictions, he is prevented from working. The employee must notify the Employer of such, in writing, three days prior to the posting of the schedule. The Employer shall not unreasonably withhold such requests.
- 9.11 Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times.
- 9.12 Employees may exchange work days and off days provided Management approves such exchange.
- 9.13 Employees required to return keys after their eight- (8) hour shift will be paid ten (10) minutes at time and one-half (1½).

ARTICLE 10 - VACATIONS

- 10.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings or at regular weekly earnings, whichever is greater:

<u>Number of years of completed service</u>	<u>Time Off</u>	<u>Vacation Pay</u>
a) 0 – 1 year	--	4%
b) 1 – 3 years	2 weeks	4%

- | | | |
|------------------|---------|----|
| c) 4 – 8 years | 3 weeks | 6% |
| d) after 9 years | 4 weeks | 8% |

Notwithstanding the foregoing, full-time employees who have been employed for less than one calendar year may, after six (6) consecutive months worked, take one (1) week vacation, with pay at four percent (4%) of such employee's earnings to date.

- 10.02 a) Casual employees and regular part-time employees will receive their vacation pay calculated at a rate of four percent (4%) of gross earnings calculated to December 31 of each calendar year. Such vacation pay will be paid only once per year within two (2) weeks of the year-end in the form provided in Article 10.05. Provided, however, that if the regular part-time employee notifies the Employer on or before December 15 of each year that he or she wishes to take vacation time in the following year rather than be paid out, sub-Article 10.02(b) applies. If the Employer is not so notified, regular part-time employees will be paid out as herein set out.
- b) If a regular part-time employee wishes to take his earned vacation and has so notified the Employer as provided in sub-Article 10.02(a), such vacation pay will be paid as provided in Article 10.05.
- 10.03 The Employer will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- 10.04 All employees shall submit to the Employer their preferred vacation period on a "Vacation Request Form" to be approved by the Employer. Such form must be completed and submitted to the Employer prior to February 1 each year. The Employer will notify

all employees, in writing, by February 28th whether or not their vacation time has been approved. If employees have not submitted their vacation requests by March 1st, the Employer may book the employees' vacation time.

- 10.05 Where vacation time of one (1) week or more is being taken, the Employer will pay the vacation pay to the employee on a separate cheque designated as Annual Vacation Pay and shall include a statement showing the gross earnings during the year, the percentage of entitlement, the number of weeks of entitlement, the date of the period of vacation covered 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.
- 10.06 Statutory holiday pay will be issued as per Article 11.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off added into the employee's vacation time.
- 10.07 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:
- a) absence on Workers' Compensation up to a period of twelve (12) months provided the employee has returned to his employment;
 - b) absence due to illness up to a period of twelve (12) months, provided the employee has returned to his employment.

ARTICLE 11 - HOLIDAYS

11.01 The Employer agrees to pay full time employees at regular rates of eight (8) hours per day for the following ten (10) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

11.02 Article 11.01 applies to all full-time employees who have been employed by the Employer a minimum of thirty (30) days and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to illness or vacation with pay. In case of an employee's illness or injury, the Employer shall have the right to request a certificate from a qualified medical practitioner of the Employer's choice.

11.03 Article 11.01 applies to part-time employees who have been employed by the Employer a minimum of thirty (30) days, and the pay for the holiday shall be the average of his daily earnings, exclusive of overtime, for the days the employee has worked in the four (4) week period immediately preceding the week in which the statutory holiday occurs.

11.04 If one of the above-named statutory holidays falls on a regularly scheduled day off, the employee will be paid his normal wage for that day if he is entitled to a statutory holiday as per Article 11.02 or 11.03. If an employee works on one of the statutory holidays he shall be paid one and one-half (1½) times the regular hourly rate for all hours worked in addition to the statutory holiday pay.

11.05 Where the Employer and the Union mutually agree, a statutory holiday may be observed on another day.

ARTICLE 12 - SENIORITY AND LAYOFF

12.01 The parties agree that job opportunity shall increase with length of service. Seniority shall be defined as the length of service and shall be applied on a bargaining unit wide basis. New employees shall be placed on the seniority list at the end of their probationary period or at the end of their extended probationary period and their respective seniority shall begin from the date on which they commenced employment.

12.02 Seniority lists shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis, twice a year, to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

12.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than six (6) consecutive months;
- d) does not return to work on the date specified following an approved leave of absence other than medical leave;
- e) is absent without leave; without a justifiable and reasonable explanation;

- f) is promoted and/or transferred to a position outside the bargaining unit.
- 12.04 After an employee has been off work for twelve (12) consecutive months due to a non-work related illness, the Employer may request information from a mutually agreed upon medical source to establish whether additional leave is necessary.
- 12.05 When the Employer deems it necessary to reduce the work force, he shall inform the Union on the need for layoffs. When laying off employees within each job classification, the last employee hired shall be the first employee laid off, based on ability to do the work. The above considerations shall guide the Employer and the Union when employees on layoff are recalled.
- 12.06 With respect to bumping, bumping shall not occur in the event that the employee to be bumped is requested by the landlord/client to remain at his position and shift and/or has letters of commendation on his file indicating that the landlord/client considers his remaining at the location as important. Bumping will also not occur when it negatively affects operational requirements.
- 12.07 The Employer shall give two (2) weeks' notice of layoff to all employees who have attained seniority status. Similarly, employees wishing to terminate their employment shall give two (2) weeks' notice to allow the Employer to hire adequate replacements.
- 12.08 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) workdays after the layoff or termination took place.
- 12.09 All laid off employees are required to submit a completed availability forms, on a monthly basis, to the Employer, for a

period of six (6) months following the date of layoff. Any employee laid off and recalled for work must return within two (2) workdays, based on completed availability forms. Failure to return to work may be a just cause for termination.

- 12.10 A vacancy which requires a job posting occurs when:
- a) the Employer requires additional staff at an existing or related work site;
 - b) an employee permanently leaves his/her position;
 - c) an employee is going to be absent from his/her position for a period greater than thirty (30) days.
- 12.11 The Employer shall post, for a minimum of seven (7) workdays, in a conspicuous place, notice of all vacant positions covered by this agreement. Any employee of the Employer may apply for such new or vacant positions. Seniority shall be considered in the awarding of new jobs, provided the employee has the requisite skill and ability to perform the work.

ARTICLE 13 - JURY DUTY

- 13.01 It is agreed that the Employer shall compensate all employees for the difference between their regular wages and payment received while performing Jury Duty or while serving as a subpoenaed witness in a Court of Law except if the employee is the Defendant.

ARTICLE 14 - INSURANCE & BENEFITS

- 14.01 The Employer will pay one hundred percent (100%) of the premiums for the health and welfare benefits as outlined in Schedule "B". An outline of the health and welfare benefits will be available in the office.

- 14.02 The obligations of the Employer under this Article will be restricted to the payment of premiums or portions of premiums, as applicable, to the insurance carrier. It is understood and agreed that neither the benefits nor the insurance policies governing the application of benefits form a part of this Agreement. The Union and the Employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy and that the Employer has no responsibility for the administration of any insurance policy.
- 14.03 The selection of insurance carriers for any benefits is in the sole discretion of the Employer, provided the benefits are comparable.
- 14.04 Regular full-time employees and regular part-time employees become eligible for enrolment for the coverage outlined in this Article upon completion of six (6) months of employment. Participation by such employees in the Medical Services Plan of British Columbia is voluntary; participation in the group insurance plan is mandatory. For clarity, all issues of eligibility and entitlements to benefits are governed by the terms and conditions expressed in the insurance carrier's policy. The terms and conditions of the said benefits, including but not limited to eligibility and waiting periods, are totally governed by the policies in place, and any claims for such benefits are not covered by this Agreement nor are they arbitrable under the terms of this Agreement.

ARTICLE 15 - UNIFORMS

- 15.01 The Parties recognize that it is a condition of employment that all employees adhere to the Employer's dress code. The Employer agrees to provide dry cleaning services to all employees required to wear uniforms.

ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 Employees may make written application for leaves of absence without pay for severe personal or family distress. The Employer will grant reasonable requests and consider length of service, compassion, and operational requirements in the decision whether to grant such leave and the length of time of such leave to a maximum period of one month. The Employee will be responsible to pay benefit costs while on such leave.
- 16.02 If the employee furnishes false information regarding sick leave or a leave of absence, he shall be subject to discipline up to and including termination.
- 16.03 In the event of confirmation of death in an employee's immediate family (parents, sisters, brothers, children, mother-in-law, father-in-law, and grandparents), the employee shall be entitled to be absent from work one (1) day with pay. In the event of the death of a cohabiting spouse, the employee shall be entitled to a paid three-(3) day leave. Employees who do not complete their shift following notification of death in the immediate family shall be paid full shift hours in addition to the foregoing bereavement leave.
- 16.04 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- 16.05 Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The granting of such leaves will be in writing. Such leaves will not be unreasonably denied.
- 16.06 Upon written request, employees shall be granted up to twelve (12) months of maternity leave without loss of seniority.

ARTICLE 17 - SAFETY AND HEALTH

- 17.01 The parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operation. Any hazardous working conditions or unsafe equipment shall be reported to the Employer using the triplicate forms provided. The Employer shall reply, in writing, within seven (7) calendar days to the employee filing the report. All such correspondence shall be copied to the Union.
- 17.02 The Employer will reimburse employees directed by the Employer to take a recognized Industrial First Aid Program.
- 17.03 In the event an employee meets with a compensable time-loss accident on the job, he shall be paid for the entire shift regardless of actual hours worked.
- 17.04 Employees working out of doors shall receive clothing appropriate for enduring the elements they may encounter. The Employer will make decisions on appropriate clothing.
- 17.05 The Union may appoint up to two (2) representatives to a Safety Committee, which shall meet every month, or as may be required. Committee members are to be paid at regular hourly rates when attending meetings.
- 17.06 The general duties of the Safety Committee shall be in accordance with the Industrial Health and Safety Regulations of the Workers' Compensation Board of B.C.

ARTICLE 18 – EDUCATION, TRAINING, & PUBLICATION

- 18.01 To further the training of Union members, the Employer agrees to remit three cents (\$0.03) per hour for all hours worked by the employees to the Union's Education and Training Fund. Training

funds shall be remitted in accordance with the timelines stipulated for Union dues.

18.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

ARTICLE 19 - LEGISLATION COMPLIANCE

19.01 The Employer is responsible to make sure that his business activity and premises are in compliance with Legislation and in the event an employee is being charged with non-compliance because of a failure on part of the Employer then the Employer shall bear such responsibility. However, if an employee is being charged with non-compliance and it is established that it is the result of negligence, the employee will be responsible and the employee may be terminated.

ARTICLE 20 - PARKING

20.01 The Employer will provide, without charge, parking for employees while on duty, up to and including one-half (1/2) hour before and one-half (1/2) hour after completion of their shift. Parking shall not be available in locations where parking is restricted by landlords. In such circumstances, the Employer and the Union shall negotiate mutually agreeable alternatives.

20.02 Employees who are collecting their pay cheques will be provided thirty (30) minutes parking, without charge, at a location named by the Employer near to the office where such pay cheque is available.

20.03 Regular full-time employees who are continuously scheduled to work a minimum of thirty (30) hours per week, who have completed one (1) or more year(s) of continuous service, and who have a valid BC driver's license, will receive a parking pass, courtesy of the Employer.

Regular part-time employees who have completed two (2) years of continuous employment calculated from the date that they became regular part-time employees, and who have a valid BC driver's license, will receive a parking pass, courtesy of the Employer.

This pass is not transferable and is valid for use by the employee only. Any circumstance where it is proven that an employee's pass is given to another party or used improperly will be immediate cause for disciplinary action. This pass must be returned to the Employer upon termination of the employee's employment for any reason.

- 20.04 The parties confirm that the parking pass is and may be subject to conditions of use, including hours of use and locations, and that these restrictions may vary from time to time.

ARTICLE 21 - UNION-MANAGEMENT COMMITTEE

21.01 The Employer and the Union agree to schedule a Union-Management meeting every two (2) months, or as often as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Agreement.

21.02 The Employer and the Union shall each appoint up to three (3) representatives to the Union-Management Committee. Responsibility for taking and distributing minutes will alternate between the Employer and employees. These Minutes shall be distributed to the parties.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 **INFORMAL PROCEDURE** - Before an employee initiates a grievance, he will discuss the matter with his immediate supervisor and work with the supervisor to find a solution to the problem. Should the issue not be resolved within seven (7) days, the employee and/or Union may then file the grievance.
- 22.02 The parties to this Agreement recognize the Stewards and the CLAC Representatives specified in Article 4, as the agents through whom employees shall process their grievances and receive settlement thereof.
- 22.03 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than seven (7) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.
- 22.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted, by either party, to arbitration under Article 23, bypassing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 22.05 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievers shall be listed on the grievance form.

22.06 Step 1 - Any employee having a grievance will, accompanied by a Steward, a Union Officer, or a CLAC Representative, submit the same to the Employer within seven (7) calendar days of the act or condition causing the grievance. The Employer will deal with the grievance not later than the seventh (7th) calendar day following the day upon which the grievance is submitted and will notify the griever and the Union Representative of his decision in writing.

Step 2 - If the grievance is not dealt with under Step 1, a Union Representative may, within seven (7) calendar days of the decision under Step 1 or within seven (7) calendar days of the day this decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the griever and the Union Representative of his decision, in writing, within seven (7) calendar days following the said meeting.

ARTICLE 23 - ARBITRATION

23.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

23.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within seven (7) days after receiving the decision given at Step 2 of the Grievance Procedure.

23.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

- 23.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 23.05 If the parties fail to agree to refer the matter to an agreed single arbitrator within seven (7) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.
- 23.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 23.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, sent via facsimile, or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 23.08 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits where it appears that the default was owing to reliance upon the words or conduct of the other party.
- 23.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is, in the opinion of the Arbitrator, just and equitable.
- 23.10 The parties will equally bear the expense of the single Arbitrator.
- 23.11 The Arbitrator shall be empowered to render his decision or interpretation consistent with the provisions of this Agreement.

ARTICLE 24 - DISCHARGE, SUSPENSION AND WARNING

24.01 The Employer shall follow the principle of progressive discipline. All discipline of record shall be in writing, with copies forwarded to the Union and to the Steward. Discipline will not take place unless a Steward or Union Representative is present.

24.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration.

ARTICLE 25 - GENERAL

25.01 In this Agreement, words importing the singular number will be deemed to include the plural and vice versa, and words importing the masculine gender will be deemed to included the feminine and neuter genders and vice versa, as the context requires.

ARTICLE 26 - DURATION

26.01 This Agreement shall be effective on the fifteenth (15th) day of August, two thousand three (2003), and shall remain in effect to and including the fourteenth (14th) day of August, two thousand eight (2008), and for further periods of one (1) year unless notice in writing is given, by either party, of the desire to cancel, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

26.02 The operation of Section 50(2) and (3) of the *Labour Relations Code of British Columbia* is hereby excluded.

DATED at Vancouver, British Columbia this _____ day of _____ 2003.

Signed on behalf of
GATEWAY VALET
Managed by IMPERIAL
PARKING CANADA
CORPORATION

Signed on behalf of
CHRISTIAN LABOUR
ASSOCIATION OF CANADA,
LOCAL NO. 501

Employer Representative

Negotiating Committee Member

Employer Representative

CLAC Representative

SCHEDULE "A"

CLASSIFICATIONS AND WAGE RATES

Full-time and Part-time Valets

	Aug 15/03	Aug 15/04	Aug 15/05	Aug 15/06	Aug 15/07
Start Rate	\$9.00	\$9.10	\$9.20	\$9.40	\$9.50
After 6 months	\$9.71	\$9.90	\$10.10	\$10.30	\$10.61
Lead Hand	\$10.71	\$10.90	\$11.10	\$11.30	\$11.61

Shift Premium

Employees shall receive an additional twenty-five cents (\$0.25) per hour when more than fifty percent (50%) of the hours of the shift occur after midnight.

Lead Hand Premium

Lead hands shall receive a premium of one dollar (\$1.00) per hour for every hour worked.

SCHEDULE "B"

OUTLINE OF HEALTH & WELFARE BENEFITS

Regular Full-time Employees:

- i) BC Medical Plan;
- ii) Life Insurance: \$10,000.00;
- iii) Accidental Death and Dismemberment: \$10,000.00
- iv) Temporary disability: \$260.00 per week maximum, 2-15-13 EI carve-out;
- v) Supplemental Health Care;
- vi) Vision care; and
- vii) Basic Dental: 100% with \$1,500.00 yearly limit.
Major Dental: 50% with \$1,500.00 yearly limit.
The Basic and Major are a combined total per year

Regular Part-time Employees:

- i) BC Medical Plan;
- ii) Life Insurance: \$5,000.00;
- iii) Accidental Death: \$2,500.00
- iv) Temporary disability: based on hours worked in last three (3) months;
- v) Supplemental Health Care;
- vi) Vision care; and
- vii) Basic Dental: 80% with \$1,500.00 yearly limit.

An outline of the health and welfare benefits will be available in the office.

SCHEDULE 'C'

Conscientious Objector Status

(This schedule does not form part of the collective agreement.
It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objections.