

COLLECTIVE AGREEMENT

BETWEEN:

PRECISE PARKLINK INC.

- and -

**LABOURERS' INTERNATIONAL UNION OF
NORTH AMERICA, LOCAL 183**

January 1, 2026, to December 31, 2028

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ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned and to provide a mechanism for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours-of-work and wages for all employees within the Bargaining Unit.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees (employed in Classifications identified in Schedule "A") at St. Joe's Health Centre Parking facilities in London, Ontario, St. Joe's Hospital, 30 The Queensway in Toronto, Ontario and Cambridge Memorial Hospital in Cambridge, Ontario save and except Assistant Managers, persons above the rank of Assistant Managers, office, clerical and sales staff.

ARTICLE 3 - MANAGEMENT FUNCTIONS

3.01 The Union understands and agrees to recognize that the function of the operation shall continue to rest with the Employer. The exercise of these functions shall not be in conflict with the terms of this Agreement. These functions include, but are not limited to the hiring and directing of working forces, the determination of the number of employees required to fill the various job classifications, the determination of the number of shifts, hours of shifts, the right to promote, demote, transfer, discipline, suspend and discharge employees for just cause; the determination of the qualifications of an employee to perform work; the Employer's right to select and implement the type, quantity, methods and processes and means of operating; the making, publication and enforcement of reasonable rules for the promotion of safety, efficiency and discipline and for the protection of the employees and Employer. The Employer shall comply with all applicable legislation.

3.02 Employer Policies

Employer policies shall be communicated and available to the employees where applicable and shall not contradict the terms and conditions of this Collective Agreement. The Employer shall provide the Union with a copy of any change in policy(s) or new policy(s) into the workplace two (2) days before posting.

ARTICLE 4 - UNION SECURITY

4.01 All employees of the Employer who are members of the Union on the effective date of this Agreement shall remain members of the Union as a condition of continued employment.

4.02 All employees of the Employer who are hired after the effective date of this Agreement shall be required to become and remain members of the Union as a condition of continued employment.

4.03 The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

4.04 The Union shall indemnify and hold harmless the Employer against any and all liability which may arise by reason of the check-off by the Employer of dues in accordance with this Agreement.

4.05 If the Employer loses the contract to perform services at a location covered by this Agreement, the Employer will provide the Successor Employer with the Bill 7 information required by the Employment Standards Act, 2000. The Employer will include the employees' email address, if available. The Employer will provide the Bill 7 information to the Union within one (1) day that it is provided to the Successor Employer.

4.06 Within five (5) days of the date the Successor Employer takes over the contract, the Employer will provide a report to the Successor Employer, and Union with the number of personal and vacation days used per employee prior to turnover. The Successor Employer will be responsible for the remaining days. The predecessor will not deny personal and vacation days in a manner that is arbitrary, discriminatory or in bad faith leading up to the turnover.

4.07 Upon the turnover of the contract, the Employer will provide the Union with a copy of the most recent schedule in place at the time of turnover. This schedule is to be used solely as a reference by the Union when considering if the affected employees have been offered reasonable and/or comparable positions with the Successor Employer

4.08 The Employer shall not contract out any bargaining unit work, except in unexpected and time-sensitive emergency situations, as long as it doesn't exceed 30 days. If coverage exceeds 30 days, the Employer will notify the Union and will pay the Union Damages of union dues and all

Employer-paid contributions for all hours worked by the non-union worker(s). This payment will be made to the Union by the 15th of the month following the emergency coverage.

4.09 In the event that the Employer breaches Article 4.08 by using non-union workers and/or employee(s) outside the bargaining unit, the Employer will pay damages of wages for each hour worked, union dues and all employer-paid contributions for all hours worked by the non-union worker(s) and/or employee(s) outside the bargaining unit.

ARTICLE 5 - UNION DUES

5.01 During the term of this Agreement, starting on the first day of employment, the Employer agrees to deduct, on each pay day, regular monthly Union dues as certified by the Union and to remit the amount so deducted to the authorized Representative of the Union.

5.02 Dues deductions shall be forwarded to the Union no later than the fifteenth (15th) of the month following the month for which the dues were deducted, together with a list of the names and Social Insurance Numbers of those employees for whom deductions have been made.

Instances where dues have not been deducted from an employee, the reason - e.g. leave of absence, shall be stated.

5.03 The Employer will send to the Union no later than the fifteenth (15th) of the month following their hiring, the names, addresses, telephone numbers and classifications where applicable, of new employees.

ARTICLE 6 - NO STRIKES - NO LOCK-OUTS

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

ARTICLE 7 - UNION REPRESENTATION AND ACTIVITY

7.01 The Union shall notify the Employer of the names of Stewards. The Union will be entitled up to one (1) Steward and one (1) steward alternate per location, of whom one (1) shall be the Chief Steward.

The Union recognizes that the Steward is an employee of the Employer, and that they will not leave their work during working-hours except to perform their duties under this Agreement. The Steward shall first obtain permission from their Supervisor before leaving their work area. Such permission shall not be unreasonably denied.

It is understood that no more than one (1) Steward shall represent an employee at one (1) time.

Should an employee prefer a co-worker to be present, when called in by management, they may do so, instead of the Steward.

When a Steward employed by the Employer is temporarily absent with permission for the purpose of processing grievances, they shall receive their regular straight-time rate-of-pay during each period of absence.

7.02 The Employer will grant leaves of absence without pay and without loss of seniority to employees to attend Union conventions, conferences, or seminars. Such leaves of absence will be requested in writing. There will be only two (2) employees absent at any one (1) time per shift. However, all Stewards may be absent at one (1) time for one and one-half (1½) hours per month with pay for Union business, with management.

7.03 The Employer shall have the authority to impose proper discipline, including discharge, in the event the Union Steward has taken unauthorized strike action, or work stoppage in violation of this Agreement, as defined by the *Labour Relations Act*.

7.04 Authorized agents of the Union shall have access to the Employer's establishment for the purpose of transacting legitimate Union business pertaining to adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being followed properly. The Union agrees to notify management prior to the visit. The Union further agrees that the Union Business Representative will conduct such visits in a manner that does not significantly interrupt or impede the Employer's ongoing operations.

7.05 The Employer agrees that the Union Stewards shall be the last employees laid-off in the event of a lay-off temporary or otherwise and shall be the first employees recalled after lay-off so long as they are capable and willing to perform the available work.

7.06 **Personnel File**

An employee shall have the right to request that any disciplinary action including, but not limited to, warnings and suspensions be removed from the Personnel File after twelve (12) months has expired, provided that:

- (i) No discipline is received for a period of twelve (12) months.

- (ii) The misconduct did not involve a violation of law or an issue constituting breach of trust.

An employee or Union Representative shall be entitled to view the employee's Personnel File once every twelve (12) months and access to the employees Personnel file shall be provided within seven (7) calendar days of the request.

7.07 The Progressive Disciplinary Process is as follows and is subject to the nature of the situation:

<u>Offense</u>	<u>Corrective Action</u>
First	Documented Verbal Warning
Second	First Written Warning
Third	Second Written Warning and/or a Suspension (length depending upon the severity of the offense)
Fourth	Discharge

All written warnings must be signed by the supervisor as well as the employee receiving the warning and the Union Steward. If the employee disagrees, they may indicate it on the warning but must still sign acknowledging receipt. The Employer will send a copy to the Union Business Representative one (1) day after issuing the disciplinary action.

7.08 An employee's or Union Steward's signature on disciplinary documents will constitute proof that the employee has received the disciplinary document. The Employee's and/or Union Steward's signature shall not represent agreement with the discipline issued nor admission of wrongdoing.

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.02 No complaint shall be considered where the events giving rise to it occurred or originated more than ten (10) full working-days before the filing of the complaint. Working-days shall refer to all days, excluding Saturdays, Sundays and statutory holidays.

8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1 An employee having a complaint shall refer it in writing to their immediate Supervisor or Location Manager and shall have the assistance of their Steward if they so desire. The Supervisor or Location Manager shall reply to the employee, giving the answer to the complaint or questions within five (5) working-days from the date of submission. If the complaint is fully and finally resolved at this Step 1, such resolution shall be reduced to writing.

Step No. 2

- a) If the decision of the supervisor, or the supervisor's designate, at Step 1 does not settle the complaint to the satisfaction of the employee and union, then the complaint will be presented by the Union Steward in writing, hereinafter referred to as a grievance, to the location manager or designate within five (5) working days of the date on which the decision at Step 1 was rendered. The grievance form will be supplied by the union and will identify the applicable article(s) of the agreement alleged to have been violated, the date of the incident, and a summary of the grievance.
- b) A meeting will be held within five (5) working days from the date upon which the written grievance was presented to the location manager or designate. The meeting will be attended by the employee and/or Union Steward, and location manager or designate.
- c) The location Manager or Designate will render a written decision on the grievance within seven (7) working days of the date of the meeting.

Step No. 3 Should the Location Manager or their designated representative fail to render their decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration by either the Employer or the Union. If no written request for arbitration is received within seven (7) working-days after the decision under Step No. 2 is given or within fourteen (14) working-days following the meeting under Step No. 2 of the Grievance Procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

Grievance Mediation Process:

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within five (5) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence no later than twenty-one (21) days of the grievance being submitted to mediation, subject to the mediator's availability.
- (c) Proceedings before the Mediator shall be informal.
- (d) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (e) The Mediator will have the authority to meet separately with either party.
- (f) If no settlement is reached the parties are free to move the matter to Arbitration in accordance with the provisions of the collective agreement.
- (i) The cost of the Mediator, if any, shall be shared by the parties; 50% Employer and 50% Union.

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

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

8.06 Section 48(16) of the *Ontario Labour Relations Act* does not apply to this Collective Agreement if there is a failure to meeting the time limits herein and the grievance shall be deemed to be abandoned.

ARTICLE 9 - DISCHARGE CASES AND SUSPENSIONS

9.01 A claim by an employee who has completed the probationary period that they have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Local Manager at Step No. 2 of the Grievance Procedure within five (5) working-days after the employee ceases working for the Employer.

9.02 When an employee has been dismissed without notice they shall have the right to be interviewed by their Steward for a thirty (30) minute period of time before leaving the premises, if a Steward is available. If Steward is not available, the employee will leave the premises.

ARTICLE 10 - EMPLOYER GRIEVANCE

10.01 The Employer may institute a grievance in writing at Step No. 2 of the Grievance Procedure by forwarding a written statement of said grievance to the Union Business Representative, providing it is presented within seven (7) working-days after the circumstances giving rise to the grievance have originated or occurred; the Union Business Representative shall give their decision in writing seven (7) working-days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step No. 3 of the Grievance Procedure.

10.02 The Union may institute a grievance in writing at Step No. 2 of the Grievance Procedure by forwarding a written statement of said grievance to the Location Manager, providing it is presented within seven (7) working-days after the circumstances giving rise to the grievance have originated or occurred; the Location Manager shall give their decision in writing seven (7) working-days after receiving the written grievance and, failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Step No. 3 of the Grievance Procedure.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Agreement. The parties shall attempt to agree on a single Arbitrator. If the parties are unable to agree upon an Arbitrator, then either party may request the Labour/Management Arbitration Commission for the Province of Ontario to appoint an Arbitrator.

11.02 Each of the parties shall pay its own expenses including pay for witnesses and one-half (½) of the expenses and fees of the Arbitrator.

11.03 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable shall be arbitrable.

11.04 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the Arbitrator shall govern.

11.05 All agreements reached under the Grievance and Arbitration Procedures between the Employer and its representatives, and the Union and its Representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

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

ARTICLE 12 - SENIORITY

12.01 A new employee shall be known as a probationary employee until they have worked ninety (90) calendar days. Probationary employees can grieve monetary issues only.

12.02 The seniority of an employee who has completed the probationary period shall date ninety (90) days prior to the date on which the employee completed their probationary period.

12.03 In all cases of promotion, demotion, transfer, lay-off and recall, the Employer shall consider the following factors and where, in the judgement of the Employer, factor (b) is relatively equal as between two (2) or more employees, seniority shall govern. The Employer's judgement in applying these factors shall be exercised reasonably and may be the subject of a grievance.

- (a) Seniority.
- (b) Skill, and ability to perform the work.
- (c) Transfers will not be made arbitrarily.

12.04 The Employer agrees to provide the Union; an updated seniority list every three (3) months or when requested by Union Business Representative. The seniority list shall include the following information:

- Employee's Full Name
- Classification
- Full Time / Part Time Designation
- Rate of Pay
- Seniority Date
- Home Address
- Phone Number(s)
- Email Address

A seniority list showing the employee's name, date of hire, number of years with the Employer, job classification and status shall be provided by the Employer every three months (January, April, July, October) by the tenth (10th) day of that month. One (1) copy shall be posted on the bulletin board, and one (1) copy shall be supplied to the Union and one (1) copy to the Union Stewards. In the event of a significant change in business, the Employer will provide the Union with a seniority list before one of the stated posting dates upon written request. For purposes of this Section 12.04, "significant" means change to five (5) or more employees' employment status.

Any error in the list shall be taken up with the Employer within one (1) week after the list has been posted after which it shall be considered to be final.

12.05 Seniority status, once acquired, will be lost only for the following reasons:

- (a) voluntary resignation.
- (b) discharge for just cause, and the discharge is not reversed through Grievance Procedure.

- (c) except for those employees covered by Article 12.05 (d) is off work in excess of twelve (12) months.
- (d) is off work in excess of eighteen (18) months due to a continuous illness or accident which is confirmed by a Doctor's Certificate.
- (e) absence for two (2) working-day without notifying the Employer, unless a verifiable reason is given to the Employer. Which case, such employee shall be deemed to have quit the employment of the Employer without notice.
- (f) failure to notify the Employer of intention to return to work within forty-eight (48) hours of being notified of recall by registered mail or failure to return to work within five (5) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on their employment file shall be interpreted as proper notice. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of their current address.

12.06 Lay-off and Recall

- (a) In the case of a work shortage requiring a lay-off, employees shall be laid-off in reverse order of their seniority with the Employer, provided the remaining employees are fully qualified and able to do the work which is available.
- (b) An employee about to be laid-off may bump a junior employee provided the requirements set out in 12.06 (a) and 12.03 are met.
- (c) An employee who is subject to lay-off shall have the right to accept the lay-off or exercise their rights under 12.06 (b) and 12.03. An employee who accepts lay-off will be required to accept recall when offered their original position and shift in order to maintain their seniority with the Employer.
- (d) Employees shall be recalled in reverse order of the lay-off provided that such employees are fully qualified and able to do the work which is available.
- (e) No new employees shall be hired until employees on lay-off have been given full opportunity to recall in accordance with this Article and pursuant to paragraph 12.05. Full-time employees are to be offered any part-time work available, subject to seniority. If the employee declines, the Employer has the right to hire

a new part-time employee. Full-time employees have first right of refusal, without loss of seniority or recall rights.

- (f) The Employer shall provide an updated list of all employees who are on layoff and recall once per quarter. It shall be sent to the Union along with the seniority list.
- (g) All employees subject to bumping will be given five (5) working-days to select their bumping location and management will put them on the new location schedule within five (5) working days.

12.07 Any training requested by the Employer shall be compensated by the Employer.

12.08 (a) Calculation of Seniority for Job Posting

i) **Between Full-Time and Part-Time Employees:**

Full-Time: Based on the employees' original date of hire.

Part-Time: Will be credited one-half (1/2) year for every calendar year for purposes of seniority.

ii) **Between two (2) Part-Time Employees:**

Based on both employees' original dates of hire.

(b) **Application of Seniority for Bumping**

- i) For purposes of clarity, and only in the event of lay-off, members will have the ability to bump in the geographical areas.
- ii) If an employee changes between casual, part time or full time during the tenure with the Employer, all full-time service will be credited with full-time, and all part time or casual time will be credited at one-half (1/2) year for every calendar year for the purposes of seniority. If the part time or casual time service is less than one (1) calendar year, such time will be prorated for seniority purposes.

12.09 Any full-time employee whose shift is permanently reduced by one (1) hour/day [five (5) hours/week] for a three (3) week period, shall still have the right to bump.

ARTICLE 13 - TRANSFERS

13.01 When an employee is temporarily assigned to work on a job which carries a higher rate-of-pay than the employee's regular job, the employee will be paid at the higher rate for all hours they work at the temporary job in half-hour (½) increments.

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

13.03 Should, however, an employee be transferred to a lower paying classification in preference to temporary lay-off due to the lack of work, the said employee shall then be paid the classification wage rate of the temporary job to which they have been temporarily transferred.

13.04 Any employee who wishes a promotion or transfer shall so inform their Location Manager in writing.

13.05 The request for transfer will be considered when a vacancy occurs provided a request to transfer shall be deemed to have lapsed six (6) months after the Personnel Office has received the request. An employee wishing further consideration shall renew the request by resubmitting it as aforesaid.

13.06 **New Lots**

- (a) An employee may be transferred with the employee's consent from an existing lot to a new lot (new business) for purposes of training a new employee at the new lot. At all times there shall be a qualified staff to operate the location(s) effected.
- (b) Training period may be up to a maximum of fifteen (15) working days. Upon expiry of the training period, the employee(s) who was transferred from an existing lot, has the option of returning to their former location, with all conditions that existed at the time of their transfer.
- (c) Any employee(s) transferred to the new lot for training purposes or for any other reason and is retained at the new location shall maintain their seniority and all other conditions of employment.

ARTICLE 14 - JOB POSTING

14.01 When a job vacancy occurs or when a new position is created within the bargaining unit, the Employer shall post notice on designated bulletin boards for a minimum period of seven (7) working-days, this period must cover from Friday to Monday. If a bulletin board is not available, the Employer must post the notice in the booths. Such notice shall contain the following information:

- The length of the position: Indicating Temporary or Permanent.
 - All requirements for the job, including but not limited to job title, area, rate of pay, hours of work, days per week.
 - Required qualifications.
 - Clearly indicate how to apply for the position and whom to contact; and
 - The date the posting went up and the closing date of the job posting.
- a) A copy of the job posting will be sent to the Union Business Representative.
- b) All applicants interested in applying must write their name on the job posting.

Vacancies are to be awarded on the basis of ability being equal, in accordance with 12.03 (b), seniority shall govern the Employer.

When an employee successfully applies for a lateral transfer, such employee shall not be permitted to apply for another lateral transfer for a period of six (6) months from the date of transfer.

14.02 Should an employee “post” into a different geographic area after the posting procedure has been exhausted in that area, their previous seniority will be protected., The successfully applicant may request to be returned to their previous position, up to two (2) weeks after assuming the “posted” vacancy.

14.03 There shall be a trial period of two (2) weeks provided when an employee changes job position. Should the employee wish to return to their former position, or should management find the applicant for such position be unsatisfactory, they shall be returned to their former job at the corresponding rate of pay.

14.04 If the Employer introduces a new classification, the union and the Employer will meet to negotiate a new wage rate.

ARTICLE 15 - BULLETIN BOARD

15.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices bulletin board space at the personnel office or such other location as may be designated by the Employer after notice to the Union. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Employer.

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

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

ARTICLE 16 - LEAVE OF ABSENCE

16.01 An employee who has completed two (2) years of service shall be entitled to leave of absence without pay and without loss of seniority of up to sixty calendar (60) days when they request the leave. Such request shall be in writing and approved by the Employer, in writing. The Employer will consider the request based on Operational needs.

The Employer reserves the right to limit the number of people on leave of absence at one time. Leave of absence shall only be granted once every two (2) years. Such approval shall not be withheld without just cause.

An employee returning from such leave, (as defined above), shall be placed in their former job, shift and location.

An employee that overstays an approved leave of absence without prior notification to the Location Manager and/or the Head Office shall be terminated for failure to report for work.

Employees who work for another Employer during a leave of absence shall be terminated. Leaves of absence can be taken concurrently with approved vacations.

16.02 Extended Leave

The Employer may grant leave of absence in excess of sixty calendar (60) days. However, seniority shall cease to accumulate after sixty (60) days leave. Upon return, the employee will be placed in whatever job is available.

16.03 Parental and Maternity Leave

The Employer will abide by the *Employment Standards Act of Ontario*.

16.04 All leaves of absences referenced in the Collective Agreement shall run concurrently with any leave statutorily granted or guaranteed to Employees.

ARTICLE 17 - BEREAVEMENT

17.01 In the event of a death in the immediate family, an employee shall be granted upon request three (3) consecutive days' bereavement leave, without loss of regular earnings. Immediate family" shall mean an employee's spouses; relatives dependent on the employee; and parents, grandparents, mother-in-law, father-in-law, children, children-in-law, grandchildren or siblings of the employee or the employee's spouse, Legal Guardian (the listed familial relationship include stepfamily). For the purposes of this article a Legal Guardian means a person who has been formally appointed by a court or legal authority to have the care, custody, and responsibility for the employee when the employee was a minor or otherwise under legal guardianship.

17.02 The Employer may request proof of bereavement.

17.03 This clause shall not apply to any day which is not a regular scheduled work-day.

ARTICLE 18 - HOURS-OF-WORK AND OVERTIME

18.01 The following is intended to define the normal hours-of-work for all the employees but shall not be interpreted as a guarantee of hours-of-work per day or per week, or of days of work per week.

18.02 The normal work week shall be forty (40) hours a week. An employee shall receive payment at the rate of one and one-half (1½) times their regular hourly rate for all work

performed on any of the holidays set out in Article 21 in addition to any holiday pay to which they may be entitled.

18.03 All work after forty (40) hours-of-work per week shall be compensated on the basis of time and one-half (1½). Statutory holiday pay and vacation is part of the calculation of hours worked for purposes of overtime. The Employer will endeavour to distribute the opportunity to work overtime on an equitable basis among the employees in the applicable job classification. Employer must approve overtime work beforehand.

It is understood that the normal work-week shall not be reduced or changed and no part-time employee shall lose a shift as a result of anybody working a 6th or 7th shift.

18.04 No disciplinary action can be taken against any employee for refusing to work overtime for a legitimate and reasonable explanation.

18.05 Part-time employees are defined as employees who are scheduled to work thirty-(30) hours per week or less, unless they were hired before *January 1, 1999*, the threshold is twenty (20) hours per week or more.

18.06 Casual employees are defined as those employees hired for either pre-planned, short-term events or unanticipated, temporary work that lasts no longer than ninety (90) calendar days in duration. The Employer may request an extension to the ninety (90) days for a legitimate business reason so long as the request is made prior to the end of the ninety (90) day period. The Employer does not have to post for these casual work assignments.

No regular part-time or full-time employee shall be subject to layoff or displacement as a result of casual work.

Unless an extension is requested, after the expiration of the ninety (90) day period, the casual worker shall become a regular part-time or full-time employee pursuant to the provisions of this agreement.

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

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

18.09 Work schedules will be posted as far in advance as possible, as per present practice.

18.10 When the employee is required to complete paperwork detailing activity during their shift, they are entitled to be paid for up to thirty (30) minutes time following the completion of their shift.

18.11 Employees will be allowed a one-half ($\frac{1}{2}$) hour paid lunch period. The present practice will continue.

18.12 Employees will be allowed one (1) fifteen (15) minutes rest period during the first four (4) hours of the shift and another fifteen (15) minutes paid rest period if their second half of the shift exceeds two (2) hours. The employee may elect to have both of their breaks taken at the same time.

In remote locations where supervisors are not able to relieve the employees, the Employer and the affected employee may enter into a mutual agreement of either payment in lieu of time-off, or time-off at the end of the shift.

18.13 If an employee is requested to remain at their post of employment, they shall be compensated at the overtime rate of time and one-half ($1\frac{1}{2}$) their hourly rate-of-pay. They shall remain in their post up to two (2) hours.

If employees are requested by management, to stay after the normal quitting time, they shall be paid at one and one-half ($1\frac{1}{2}$) times for all hours worked.

18.14 Employees' must clock-out when leaving for lunch periods and clock in upon return.

18.15 Any employee who is absent and/or late without calling the Employer prior to their shift to advise that they will not be attending for that shift or is late for the shift is grounds for discipline.

18.16 Employees will be paid according to a 7/8 rounding rule. By way of example, employees punching in or out at 3:53 P.M. will be rounded to 4:00 P.M., likewise should they punch in or out at 3:52 P.M. they will be rounded to 3:45 P.M.

18.17 All employees who are not able to attend a scheduled shift must give at least one (1) hour prior notice.

ARTICLE 19 - REPORTING ALLOWANCE

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

- (a) the employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence, at least three (3) hours prior to the start of the scheduled shift.
- (b) if requested by the Employer the employee shall perform a minimum of three (3) hours of such available work as the Employer may assign.

19.02 Article 19.01 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire, flood, etcetera, and power shortage which disrupt the operation of the business, nor shall it apply to employees returning to work without notice after absence.

ARTICLE 20 - CALL-BACK PAY

20.01 An employee called-back to work after a completed day's work, shall be credited with one (1) hour's pay at their regular rate-of-pay upon reporting back to work. For working time, the employee shall receive that hour, and all time worked to be paid at the straight rate, (unless 18.03 applies), within a minimum of four (4) hours.

ARTICLE 21 - PAY DAYS

21.01 The Employer agrees that wages will be paid bi-weekly. If an employee's pay check does not include more than sixteen (16) hours that the employees is owed in a bi-weekly cycle, the Employer will run a secondary pay run within seventy-two (72) hours of notification by the employee.

21.02 Upon termination or lay-off the employee will be paid their final pay and their vacation pay on the regular pay day for that pay period within which they are terminated or are laid-off if possible.

21.03 The job classification for each employee shall be shown on their weekly payroll advice notice.

ARTICLE 22 - PAID HOLIDAYS

22.01 The Employer agrees that the listed holidays will be paid for on the basis of the employees' straight-time hourly rate multiplied by the employee's regularly scheduled hours.

- | | |
|-----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Boxing Day |
| Canada Day | * Paternal Leave |
| Christmas Day | |
| Remembrance Day | |

* One (1) day-off with pay on the day of birth of their new-born child.

22.02 If the Employer requires an employee to work on any of the above-listed holidays, the employee shall be paid at the rate of one and one-half times (1 ½ x) the employee's regularly hourly wage for each hour worked in addition to their holiday pay.

ARTICLE 23 - VACATION

23.01 For the purpose of calculating eligibility, the vacation year shall be the period from January 1st in any year to December 31st of the following year.

23.02 Employees with less than one (1) year of service and casual employees shall receive vacation entitlement as per the *Employment Standards Act*.

23.03 Employees with one (1) year but less than five (5) years of service as of January 1st shall receive two (2) weeks (10 days) vacation. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year starting from the employee's anniversary date.

23.04 Employees with five (5) or more years of service as of January 1st shall receive three (3) weeks (15 days) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation years starting from the employee's anniversary date.

23.05 Employees with ten (10) or more years of service as of January 1st shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year starting from the employee's anniversary date.

23.06 Vacation pay shall be paid to all employees in advance of their vacation on a separate cheque if requested.

23.07 Each employee shall notify the Employer in writing no later than March 31 of each year, the period during which they desire to take the vacation above provided for. Such vacation will be arranged provided it does not unnecessarily inconvenience the operations of the Employer during the said period. Subject to limitations, seniority shall be the governing factor in choice of assignment of vacations. Effective April 1st each year, vacation shall be assigned on first come, first serve basis regardless of seniority. If an employee fails to notify the Employer of the date(s) on which they desire to take vacation by May 1st each year or where the employee cannot take desired vacation dates to lack of seniority, the employee's manager will select and schedule vacation days for the employee.

23.08 For purposes of clarity part-time and full-time date of hire determines entitlement for purposes of vacation pay.

23.09 Part-time employees to be paid their vacation pay, on the last pay of the year.

23.10 Full time vacation pay to be accrued and paid out to the employees when they take their vacation. If any employee does not take vacation time off the Employer shall pay the vacation to the employee at the employee's request.

ARTICLE 24 - UNIFORMS

24.01 The Employer will provide each employee with appropriate uniforms which includes "ladies styles", and as part of the uniform, pants are available. The Employer will also replace the uniforms as necessary. Employees are required to wear the prescribed uniforms in the prescribed manner and to present a neat, clean appearance at all times. The cleaning of uniforms is the

responsibility of the employee, and the employee will be financially responsible for all uniforms lost, damaged, or not returned upon separation from the Employer. Employees who are facing the elements shall be provided with Class 2 Hi-Vis jackets, toques and gloves.

Employees who are issued uniforms are required to ensure that uniforms are worn at all times. Failure to wear the uniform in the approved manner will result in disciplinary action.

Footwear Allowance

The Employer agrees to reimburse all maintenance, flaggers and car jockeys up to one hundred and fifty dollars (\$150.00) per calendar year upon presentation of receipt for CSA approved footwear.

24.02 Unauthorized caps, hats or articles of clothing worn over the uniform is prohibited.

ARTICLE 25 - RATES-OF-PAY

25.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job classifications and hourly rates-of-pay.

Employees covered by this Collective Agreement shall not suffer a reduction in their hourly rate or vacation pay/entitlement, as a result of this Collective Agreement.

25.02 Employees requested by management, to stay after normal quitting time will be paid to the minute.

ARTICLE 26 - TECHNOLOGICAL CHANGE

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

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

ARTICLE 27 - BANK DEPOSIT

27.01 Parking attendants are responsible for depositing the entire amount of receipts for parking charges into the site safe. The Employer shall continue its practice with regards to cash shortages, in compliance with the *Employment Standards Act* (Part V, Section 13, subsection 5). Pursuant to the Act. Employees shall have the right to grieve any improper deduction from their wages.

As per operational needs, the manager may request any two (2) employees to accompany the Employer and/or to make a bank/deposit.

ARTICLE 28 - SEVERABILITY

28.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation, or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining part or provisions thereof, provided, however, that upon such invalidation the parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions effected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 29 – SAFETY AND HEALTH

29.01 The Employer and the Union agree to co-operate in the promotion of safety and health of employees during working hours. The Employer shall continue to maintain provisions for the safety and health of its employees. Where necessary, and as required by government regulations, for the safety of the employees, protective devices and other equipment shall be provided in an effort to reduce exposure to injury.

ARTICLE 30 - MISCELLANEOUS

30.01 The Employer will provide and maintain all cleaning supplies and equipment.

ARTICLE 31 – DURATION OF AGREEMENT

31.01 This Agreement shall be binding and remain in force from **January 1st, 2026, to the 31st day of December 2028**, and shall continue in force from year-to-year thereafter unless either party shall furnish the other with written notice of termination of, or proposed revision, at least ninety (90) days’ notice to commence negotiations prior to expiry.

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

DATED AT ^{Toronto} _____, **this** ²⁰ _____ **day of January 2026.**

ON BEHALF OF THE EMPLOYER:

Nancy Mesquita

ON BEHALF OF THE UNION:

Wilfrid Poudrier

SCHEDULE "A"

ARTICLE 1 JOB CLASSIFICATION AND HOURLY RATES-OF-PAY

Job Classifications	January 1, 2026 \$0.75	January 1, 2027 \$0.55	January 1, 2028 \$0.55
CSR Patrollers Maintenance Shuttle Drivers Valet/Car Jockeys Flaggers	\$19.50	\$20.05	\$20.60

Note: In the event that the Ontario minimum wage increases and the rates of pay in this Collective Agreement fall below fifty cents (\$0.50) above the Ontario minimum wage. The rates of pay in this Collective Agreement shall be adjusted to at least fifty cents (\$0.50) above the Ontario minimum wage.

Employees who work less than 30 hours per week

Starting December 31, 2025, employees who work less than 30 hours per week and are not entitled to benefits shall receive one dollar (\$1.00) above their wage rate.

Employees cannot opt out of benefits coverage in order to receive wages in lieu.

ARTICLE 2 PREMIUMS

Shuttle Bus Drivers Class "G" Drivers Licence	Fifty cents (\$0.50/hr) over and above their hourly rate.
Class "B" Drivers Licence Required	One dollar and thirty-five cents (\$1.35/hr) over and above their hourly rate.
Car Jockeys	Thirty cents (\$0.30/hr) over and above their hourly rate.
Directing Traffic on Ramp	Fifty-five cents (\$0.55/hr.) over and above their hourly rate.
Lead Hand	One dollar and thirty cents (\$1.30/hr) over and above their hourly rate.
Midnight Shift	Fifty cents (\$0.50/hr) over and above their hourly rate. The Midnight shift premium applies where the majority of the hours worked fall between 11:00 pm and 7:00 am.

SCHEDULE "B"

SICK LEAVE, PERSONAL DAYS and BENEFITS

1. Sick Leave:

Effective January 1, 2026 - Full-time employees with one (1) year of seniority or more shall be entitled to seven (7) paid sick days per calendar year.

Part-time employees with more than one (1) year of seniority shall be entitled to two (2) paid sick day per calendar year.

Employees with less than one (1) year of seniority in any year will have sick days on a pro-rated basis.

The Employer may request medical evidence to substantiate a sick day claim.

2. Personal Days:

Full-time employees with one (1) year of seniority or more shall be entitled to two (2) paid personal days per contract year. If an employee knows in advance they need a day-off, (i.e. specialist appointment), they will advise one (1) week in advance and be entitled to a Personal Day. Unused paid personal days will be paid out at 100% value on the first pay day of the following January. The use of these days will not negatively affect the employee's attendance record.

3. Benefits and Eligibility

Employees who have completed their probationary period and are normally scheduled to work thirty (30) hours or more per week, shall be eligible for Extended Health Benefits Coverage. The Employer shall pay the required monthly premium, plus applicable tax, on behalf of each eligible employee, to the Labourers' International Union of North America, Local 183 Industrial Benefit Trust Fund. The payments shall be accompanied by a remittances' report containing the employees' names and Social Insurance Numbers, the work month for which the payments apply and be forwarded to the Union Benefits Plan Administrators by the fifteenth (15th) day of each month.

Such contributions shall be for the purpose of purchasing major medical, life and dependent life insurance, accidental death, and dismemberment insurance and dental, for the employees covered by this Agreement.

It is understood that the Employer shall not be constituted to be an insurer nor shall it have any liability other than making the payment as aforesaid to the said Trust Fund and that the Union agrees to indemnify and save harmless the Employer against any or all claims which may be made against it in respect of any claim by an employee for the insurance coverage provided for herein.

The premiums are as follows:

	January 1, 2026	January 1, 2027	January 1, 2028
Employer	\$ 290.00/monthly	\$295.00/monthly	\$ 300.00 / monthly
Employee	\$10.00/monthly	\$10.00/monthly	\$10.00/monthly

The Employer will pay applicable taxes.

Effective Date for Eligibility:

- (a) If an employee completes probation prior to the fifteenth (15th) of the month, the Employer shall contribute on behalf of such employee for the same month.

Example: Probation completed on September 4th. The Employer to remit on THE September 15th, representing the work month of September which would provide October 1st coverage for benefits.

- (b) If an employee completes probation after the fifteenth (15th) of the month, the Employer shall contribute on behalf of such employee the month following.

Example: Probation completed on September 21st. The Employer to remit on October 15th, representing the work month of October, which would provide November 1st coverage for benefits.

In the event of a longer lay-off, employees affected shall have the right to continue coverage by making direct payments to the insurance carrier.

If an individual is recalled from lay-off the Employer will pay only the portion worked in the month of return.

It is further understood that the Employer shall have no obligation to process the claims or to assist in the processing of same and that any employee having a claim with respect to any of the insurance coverage provided for by Local 183 Industrial Benefit Trust Fund must process such claims directly through the Union.

4. Retiree Health Benefits Fund

The Employer agrees to deduct five (\$ 0.05) cents per hour for each employee and remit into the Local 183 Retiree Benefit Trust Fund for the purpose of purchasing benefits as contemplated by the Agreement and Trust establishing the said Retiree Benefit Fund. The Employer shall remit contributions to the Retiree Benefits Trust Fund monthly, together with a duly completed Employer's Report Form by the fifteenth (15th) day of the month following the month for which the payment is due.

5. Delinquencies

All remittances that are overdue by more than thirty (30) days will be subject to a two percent (2%) per month interest charge, compounded monthly.