

COLLECTIVE AGREEMENT

BETWEEN:

Advanced Parking Systems Limited
Metro Parking Ltd.
#001 Mezzanine Level
1075 West Georgia Street
Vancouver, B.C.
V6E 3C9

(Hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

Construction and Specialized Workers'
Union Local 1611
3542 Kingsway
Vancouver, B.C.
V5R 5X7

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

TERM OF AGREEMENT

December 1, 2006 to November 30, 2014

E&OE

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THIS AGREEMENT was made and entered in this FIRST DAY of December 2006.

BETWEEN:

**Advanced Parking Systems Limited
Metro Parking Ltd.**

(Hereinafter referred to as the "Company")

AND:

**Construction and Specialized Workers'
Union, Local 1611**

(Hereinafter referred to as the "Union")

CLAUSE 1:

OBJECTIVES AND DURATION

1.01 The purpose of this Agreement is to provide fair and reasonable working conditions and job security for employees; promote harmonious employment relationships between the Employer and the employees; provide mutually agreed methods of resolving disputes and grievances arising from the terms and conditions of this Agreement; prevent strikes and lockouts; enable the skills of both Employer and employees to operate to the end that waste and avoidable delays are prevented and to ensure to the fullest extent possible, promotion of strong public relations and ensure the provision of quality service by the employees at all times to both internal and external clients of the Employer as well as safety and the efficiency of the Employer; promote good public relations. It shall apply to all employees within the bargaining unit regardless of Union Status.

TERM OF THE AGREEMENT

1.02 This Agreement shall be in full force and effect from and including December 1, 2006 to and including November 30, 2014, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the date November 30, 2014, or immediately preceding the last day of November in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement. The parties agree to exclude the operation of Section 50, subsections (2) and (3) of the Labour Relations Code of British Columbia.

CLAUSE 2:

RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining representative for all full-time, part-time and casual attendants, at its parking facilities in the Lower Mainland, which shall be defined as Horseshoe Bay (North) to the Canada-USA border (South) to Chilliwack (East) to West Vancouver/Vancouver (West).

CLAUSE 3:

INTERPRETATION

3.01 Whenever the male pronoun is used in this Agreement it shall be deemed to include the female pronoun and vice versa, and wherever the singular is used shall be deemed to include the plural, and vice versa.

3.02 "COMPANY", "EMPLOYER": wherever either is used exclusively it is to be interpreted as meaning either or both.

CLAUSE 4:

MANAGEMENT RIGHTS

4.01 The Union recognizes that the management of the Company and direction of the working forces are fixed exclusively by the Company.

4.02 Without restricting the right of the Company to discharge for just cause generally and subject to the *Labour Relations Code*, the specific grounds for discharge will be set out in the Company's Policy Handbook, Conduct Code and Guidelines.

4.03 The Union recognizes the Company's right to issue to Employees and amend, from time to time, Company rules, policies, procedures, conduct codes and guidelines, and operating practices, copies of which will be provided to the Union. The Union will confirm receipt of those policies within ten (10) days.

4.04 Notwithstanding Clause 4.02 the Company may discharge an employee for other misconduct or lack of performance that constitutes just and reasonable cause.

4.05 The express provisions of this Agreement constitute the only limitations upon the Company's rights.

CLAUSE 5:

UNION SECURITY

5.01 All employees included in Clause 2 of this Agreement shall become members of the Union within ten (10) business days of the signing of this Agreement and shall remain members of the Union as a condition of employment.

5.02 All new employees shall make application to join the Union and shall execute an Assignment of Wages to the Union covering the initiation fees and monthly dues at the time of hiring. The Company shall hand each employee a Union application card and a dues check-off authorization card, which shall be filled out by the employee and left with the Company. The Company shall send the Union application card to the Union within the applicant's first fifteen (15) days of employment and the Company shall retain the dues check-off card.

5.03 All new employees shall be given a Collective Agreement and be provided with contact information for the shop stewards at their orientation. The Union shall endeavour to have three (3) Shop Stewards.

CLAUSE 5:

UNION SECURITY (Cont'd)

5.04 (a) Except as provided in subparagraph (b) below, the Company shall make Union deductions (fees and dues) on the first (1st) pay period each and every month, the dues charged by the Union to its members. Such deductions shall be remitted to the Union by the tenth (10th) day of the month following the month in which the deductions were made and shall be accompanied by a Remittance Report supplied by the Union. Such deductions shall be made by cheque payable to the Construction and Specialized Workers' Union, Local 1611, 3542 Kingsway, Vancouver, B.C. V5R 5X7.

The Company shall include with the remittance a list of new employees hired during the month with the names and addresses of each employee and such list shall show the names of employees who have been terminated and shall show the names of employees on annual vacation, sick leave, Workers' Compensation and/or leave of absence for an extended period of thirty (30) calendar days or more.

(b) The initiation fee for Casual Employees will be deducted over a maximum of three (3) pay periods for each such Employee.

5.05 The Company shall comply with the check-off of fees, dues and assessments in accordance with the foregoing and in accordance with Section 16 of the Labour Relations Code and amendments thereto.

5.06 The employee shall be responsible for paying his/her own monthly dues during any month when dues are not being deducted from wages. This includes periods of sickness, compensation, leaves of absence or any other months when wages are not earned. **SHOULD AN EMPLOYEE BECOME TWO (2) MONTHS IN ARREARS, HE/SHE SHALL BE SUSPENDED FROM UNION MEMBERSHIP.**

5.07 Upon receiving written notification from the Union that an employee has not complied with the foregoing, the Company shall terminate the employee within seven (7) days of such notification. The Company shall be held harmless from any action resulting from such termination.

5.08 In the event of a change in the Schedule of Fees, Dues and Assessments made by the Union, the Company shall make deductions in accordance with the revised schedule after receiving one (1) month written notice from the Union of such change.

5.09 The Company may contract out work or use a non-bargaining unit employee who currently works for the Company for work presently performed by bargaining unit members where the need to contract out or use a non-bargaining unit employee arises from fire, flood, severe weather, earthquake, or other acts of God, explosion, mechanical breakdown, acts of governmental agencies or emergencies beyond the control of the Company. This Clause shall also apply for training purposes. This practice shall only continue while such emergency exists.

CLAUSE 6:

UNION REPRESENTATION

6.01 The Company recognizes the right of the Union to designate Shop Stewards to assist employees. The Shop Stewards shall be an employee of the Company and his duties as Steward shall not conflict with his employment or that of other employees.

CLAUSE 6:

UNION REPRESENTATION (Cont'd)

6.02 The Company and the Union agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced on account of membership in the Union or by reason of race, religion, colour, sex, ancestry, place of origin or marital status in accordance with the *Human Rights Code* of British Columbia and regulations thereto.

6.03 The Union agrees that it, its officers, agents, representatives and members will not engage in Union activities on Company time or at the employees' work area, except as authorized by this Agreement or as mutually agreed to by the parties.

6.04 The Union shall notify the Company, in writing, of the names of their shop stewards for each operation and of any changes that may occur therein from time to time. The Company shall not be required to recognize a shop steward until his name has been certified to the Company, in writing, by the Union.

6.05 The Union acknowledges that shop stewards have their regular duties to perform on behalf of the Company and that such persons shall not leave their regular duties without first having secured permission from their immediate supervisor, which permission shall not be unreasonably withheld. Stewards shall state their destination to the immediate supervisor and shall report again to him at the time of their return to work.

6.06 It is mutually agreed that an authorized Union representative, with prior notice to the Company, shall be given access to the Company's work locations to meet with the shop steward about a grievance or other official Union business relating to this Agreement provided that the meeting does not interfere with the Company's work or progress at the employee's work location.

6.07 The Company shall recognize the Union Negotiating Committee. The purpose of this committee shall be to negotiate the renewal of a Collective Agreement with the Company. The Union shall notify the Company of the names of committee members before they can be recognized.

CLAUSE 7: **STRIKES, LOCKOUTS AND OTHER WORK STOPPAGES**

7.01 The parties mutually agree that there shall be no strikes, work stoppages, job action or lockouts or intimidation under this Agreement, excepting those strikes as provided under the Labour Relations Code of British Columbia.

CLAUSE 8: **HOURS OF WORK AND OVERTIME**

8.01 The following clauses and sub-clauses are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, hours per week or of days of work per week.

The Company shall have the right to determine the work schedule and assign each employee to any shift recognizing the posting procedures.

8.02 The "Standard Work Day" for all employees shall be up to eight (8) consecutive hours per day except for those employees working ten (10) hour shifts as provided in Sub-Clause 8.04.

CLAUSE 8:

HOURS OF WORK AND OVERTIME (Cont'd)

8.03 The "Standard Work Week" for all regular full-time employees shall consist of up to five (5) working days each week with two (2) days off.

8.04 The Employer may implement ten (10) hours shifts at certain locations. Employees must give written consent to and shall not suffer a reduction in hours of work or wages as a result of a refusal to work a ten (10) hour shift. The Employer shall advise the Union of locations at which it proposes to implement ten (10) hour shifts.

If the employer implements ten (10) hour shifts at certain locations it is understood this shall be on four (4) consecutive days on and three (3) consecutive days off basis.

Additional days of work may be scheduled on an overtime basis. Alternate arrangements may be made in special circumstances.

8.05 Time worked beyond the hours defined in Sub-Clauses 8.02, 8.03, and 8.04 above shall be paid at overtime rates.

8.06 All employees may be required to attend their work place and duties while on lunch or rest breaks.

8.07 All employees shall be entitled to and may take rest periods, with no deductions from wages, in accordance with the following schedule:

(a) Employees working less than five (5) hours shall have one fifteen (15) minute rest period.

(b) Employees working more than five (5) hours and less than seven (7) hours shall have one fifteen (15) minute rest period and one half (1/2) hour lunch break.

(c) Employees working more than seven (7) hours shall have two fifteen (15) minute rest periods and one half (1/2) hour lunch break.

8.08 The minimum shift for all employees shall not be less than four (4) hours in any one (1) day. When an employee reports for their regularly scheduled shift and finds that there is no work available, they shall be paid for four (4) hours work at their regular hourly rate, unless notified, at least one (1) hour prior to the start of the shift not to report. If they are offered other work which they are physically able to perform at their regular hourly rate and refuse such work, they shall not be eligible to receive the four (4) hours' pay provided for above.

The provisions of this sub-clause shall not apply if the Employer is unable to provide work due to fire, flood, power and/or equipment failure, labour dispute or other interference which is beyond the Employer's reasonable control.

8.09 The "Standard Work Day" shall commence at 12:01 A.M. and end at 12:00 midnight.

8.10 Split shifts, when required, shall be not less than eight (8) hours worked in any twelve (12) hour period. Any time worked in excess of eight (8) hours shall be paid in accordance with Sub-Clause 8.12, 8.13 Overtime.

CLAUSE 8:

HOURS OF WORK AND OVERTIME (Cont'd)

8.11 Employees may exchange shifts with other employees at the same location as long as they receive approval from their Employer. Such request must be submitted seventy-two (72) hours prior to the scheduled shift. Approval shall not be unreasonably withheld.

8.12 The Employer shall, in addition to all other amounts due to an employee, pay an employee who works more than eight (8) hours in a shift or forty (40) straight time hours in a calendar week or a seventh (7th) day of work in a calendar week:

(a) Except provided in Sub-Clause (b), one and a half (1-1/2) times his regular rate for all hours worked in the seventh (7th) day of work in a calendar week and hours worked in excess of:

(i) Eight (8) hours in a shift; and

(ii) Forty (40) straight time hours in a calendar week but, excluding from the calculation, hours worked in excess of eight (8) hours in a shift; and

(b) Double (2x) the sum of his regular rate of pay for all hours worked in excess of:

(i) Eleven (11) hours in a shift; and

(ii) Forty-eight (48) in a calendar week but, excluding from the calculation, hours worked in excess of eight (8) hours in a shift.

8.13 Where a week contains a statutory holiday to which an employee is entitled:

(a) The reference to hours in a week in Clause 8 Sub-Clause 8.12(a) (ii) and (b) (ii) shall be reduced by eight (8) hours for each statutory holiday in the week.

(b) In calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by that employee on the statutory holiday.

8.14 Except for ten (10) hours shifts worked as set out in Sub-Clause 8.04, in the case of ten (10) hour shifts, any time worked over and above ten (10) hours per day shall be deemed to be overtime. Such overtime shall be paid at one and one half (1-1/2) times the employees regular rate of pay for the first two (2) hours and double thereafter.

8.15 All overtime must be authorized by their Employer in advance of such work being performed.

CLAUSE 9:

TERMINATION AND DISCIPLINE

9.01 If an employee quits, the Company shall, within six (6) days after the date of termination of employment, pay all wages, holiday pay and other monies owing the employee and provide an E.I. Record of Employment.

9.02 If an employee is terminated, the Company shall within forty-eight (48) hours pay all wages, holiday pay and other monies owing the employee and provide an E.I. Record of Employment.

CLAUSE 10:

GRIEVANCE RESOLUTION(Cont'd)

meeting.

(d) Employees shall not suffer loss of pay by reason of attending a Step 1 or 2

10.03

Grievance Procedure

(a) **Step 1:**

As soon as possible after the occurrence or knowledge of the events giving rise to the grievance but, at least, within seven (7) days of them the griever shall discuss the matter with the immediate available supervisor or member of management with a view to settlement of it. He or she may elect to be accompanied by a shop steward or Union Representative.

(b) **Step 2:**

If the grievance is not resolved at Step 1 within seven (7) days of the discussion of it or in the case of a grievance over termination, or suspension, the matter shall be referred to a Union Representative and a member of management. They shall, within seven (7) days, arrange to meet to seek resolution of the grievance.

(c) **Step 3:**

If the grievance is not resolved at the meeting referred to in Step 2 within ten (10) days, the difference shall be reduced to writing and referred to arbitration by a single Arbitrator agreed to by the parties unless the parties or either of them desires a three (3) person Board of Arbitration which may be constituted by the nomination of a member by a party. The other party shall, within ten (10) days, nominate a member and the nominees shall agree on a Chairman, within ten (10) days. In the event of their being unable to do so the Minister of Labour shall immediately be asked to name a Chairman.

10.04

It is agreed that should the Company subpoena any member of the bargaining unit to testify at an arbitration hearing, the employee will not suffer loss of wages.

10.05

Costs of Arbitration

(a) In the case of a single arbitrator the parties shall pay one-half (1/2) the fees and expenses of the Arbitrator. In the case of a three (3) person arbitration, each of the parties shall pay the fees and expenses of their nominee to the Board and one-half (1/2) of the fees and expenses of the Chairman.

(b) If the parties choose to proceed to arbitration under a single arbitrator but are unable to reach agreement as to who will arbitrate, the Minister of Labour shall immediately be asked to name a single arbitrator.

10.06

Labour Relations Code, Section 104

Either party, for the purpose of arbitrating unsettled grievances, may utilize the provisions of Section 104 of the Labour Relations Code of British Columbia, this procedure shall be in lieu of Clause 9: Grievance Resolution, sub-clause 10.03 (c) Step 3.

CLAUSE 11:

EMPLOYEE DEFINITIONS

11.01 A "Full-time Employee" is defined as an employee who is regularly scheduled to work no less than thirty (30) hours per week.

11.02 A "part-time employee" is defined as an employee who is regularly scheduled to work more than twelve (12) hours but fewer than thirty (30) hours per week.

11.03 "Casual employee" is defined as an employee hired to work on a temporary, occasional or seasonal basis and/or employees hired to work twelve (12) or fewer hours per week. Casual employees will accumulate seniority but are not entitled to any benefits under this Agreement with the exception of wages and statutory holidays if applicable.

CLAUSE 12: **SENIORITY, LAY-OFFS, RECALL AND SEVERANCE PAY**

12.01 **Seniority**

Seniority shall be determined by an employee's length of continuous time worked in the Bargaining Unit. Employees shall be considered probationary, without seniority, during the first three hundred and twenty (320) hours worked (not to exceed three (3) calendar months) and thereafter shall assume full seniority dating from the time they were employed.

12.02 Casual employees shall accumulate seniority and all hours worked as a Casual employee shall apply toward the completion of probation. Casual employees shall be subject to an assessment period of eighty (80) hours following their appointment to a regular position. Should the employee be deemed unsuitable for the new position they will be returned to their casual position without loss of seniority.

12.03 An employee shall cease to have seniority rights and their employment with the Employer shall be terminated for all purposes if they:

- (a) voluntarily terminate their employment including retirement;
- (b) are justifiably dismissed subject to grievance procedures and not reinstated;
- (c) are absent without a valid reason;
- (d) when an employee is promoted outside the bargaining unit, refer to Sub-Clause 18.02 (b);

(e) if he over stays a vacation or leave of absence without securing an extension, in writing, of such leave of absence or vacation from his Employer;

(f) if he utilizes a leave of absence for purposes other than those for which it was granted; and

(g) is absent from work due to illness for a period exceeding twelve (12) months, unless there is likelihood that the employee will be able to return to work within a reasonable amount of time thereafter. It is up to the employee to provide sufficient evidence to prove he will be able to return to work in a reasonable amount of time. If such evidence is provided, then this period may be extended by mutual agreement between the Employer and the Union. The Employer may require an employee to provide supporting evidence of disability as set out by the Employer.

CLAUSE 12:

SENIORITY, LAY-OFFS, RECALL AND SEVERANCE PAY.
(Cont'd)

12.04 It shall be the duty of an employee to notify the Employer and the Union promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice, sent by mail, to reach such employee. The employee must supply their home residence address and phone number to the Employer.

12.05 Seniority shall continue for eighteen (18) months when an employee is off work on account of:

- (a) any injury received on the job; and
- (b) for the first WCB appeal board provided the appeal period does not exceed eighteen (18) months.

(c) During any period of Employer paid leave of absence;

(d) During maternity or parental leave.

12.06 A seniority list shall be provided to the Union for all Union employees, each and every six (6) months, on January 1 and July 1.

The Employer shall post the current seniority list for review by employees at the Personnel office of the Employer during normal office hours.

The seniority list shall be divided into Full-Time, Part-Time and Casual employees by department.

Within fifteen (15) days of the seniority list being received by the Union, an employee who determines that an error has been made on the seniority list shall notify the Employer's Personnel Office and any changes made shall be initiated by the Employer and the affected employee or a new list shall be made and distributed.

12.07 If a reduction of staff is necessary the Employer shall advise each employee affected of the proposed reduction and the following procedure shall apply:

(a) When laying off an employee(s) the last employee hired shall be the first employee laid off, based on seniority, provided that the senior employee(s) is/are qualified to do the work. Should the Employer reduce the hours at a lot where there is a senior employee, that employee has the right to bump the most junior employee who works a similar shift, or on a different shift, if no junior employees work on a similar shift. Employees can bump the most junior employee to prevent loss of their status. The Company shall use its best effort to closely match the Employee's normal number of hours of work per week.

(b) This procedure is subject to the grievance procedure in Clause 10.

(c) Employees who are dismissed for just cause shall not be eligible for notice or pay in lieu of notice.

(d) An employee who is laid off shall receive notice or pay in lieu of notice at the following rate:

CLAUSE 12: SENIORITY, LAY-OFFS, RECALL AND SEVERANCE PAY
(Cont'd)

COMPLETED SERVICE

NOTICE OR PAY IN LIEU OF NOTICE

Up to three (3) months;
After three (3) months to twelve (12) consecutive months;
After one (1) year to three (3) consecutive years completed;
After three (3) consecutive years completed;

No notice or severance pay.
One (1) week
Two (2) weeks
One (1) week per year for each year of consecutive completed service to a maximum of eight (8) weeks.

12.08 In the case of employees who have completed the probationary period and are laid off, the Employer agrees to give such employees preference in recall, in order of their seniority, subject to the following conditions:

- (a) That the employee is capable of performing the work which may be available;
- (b) No new employees shall be hired following a lay-off until those employees who were laid off have been given a reasonable opportunity of recall as follows:
 - (i) the Employer shall make every reasonable attempt to contact the employees in order of their seniority and the employees shall be recalled by the Employer in such order provided that they respond within forty-eight (48) hours of the initial attempt of the Employer to contact them;
 - (ii) Upon making contact with an employee, the Employer shall specify the time when the employee shall report for work;
 - (iii) An employee who is offered recall, and who subsequently refuses such recall shall lose the right to recall for that particular position. However, the employee shall retain the right of recall for all further job opportunities.

(c) Notwithstanding any of the provisions of this Agreement, a laid off employee shall have no rights to re-employment after a period of six (6) months from the date on which they were laid off. For employees with greater than three (3) years of service, they shall be entitled to twelve (12) months recall.

CLAUSE 13:

GENERAL AND PROCLAIMED HOLIDAYS

13.01 The following and all additional days as may be declared by the Federal and/or Provincial Government shall be recognized as statutory holidays. **STATUTORY PAY RATES WILL BE PAID FOR WORK DONE ONLY ON THE DAY THE HOLIDAY OCCURS AND NOT FOR THE CLOSEST WEEKDAY.**

CLAUSE 13:

GENERAL AND PROCLAIMED HOLIDAYS(Cont'd)

In the event that a work shift overlaps the beginning or the end of a Statutory Holiday, the criteria shall be that all hours actually worked between 12:01 A.M. and 12 midnight, shall be considered as worked on a Statutory Holiday.

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

13.02 When an employee has been employed by the Company for thirty (30) calendar days the employee is entitled to statutory holidays with pay subject to the following conditions:

(a) An employee who has worked at least fifteen (15) of the thirty (30) calendar days prior to the statutory holiday is entitled to a regular day's pay for the holiday.

(b) An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

(c) An employee who has worked fewer than fifteen (15) days in the thirty (30) days prior to a statutory holiday is entitled to prorated pay for the holiday. This amount is calculated by dividing the total wages (excluding overtime) the employee earned the thirty (30) days before the holiday and divide by fifteen (15).

(d) Employees required to work on a designated statutory holiday shall be paid two (2 x) times their regular rate of pay plus that day's pay. In addition to all other provisions defined by this Clause.

13.03 In the event a general or proclaimed holiday falls on an employee's regular day off, then the employee shall receive:

- (a) another day off with pay; or alternatively,
- (b) another day's wages, as may be mutually agreed upon by the Company and the Union.

13.04 If a general or proclaimed holiday falls during an employee's annual vacation, the employee shall receive an extra day's vacation, with pay, in lieu thereof.

CLAUSE 14: **ANNUAL VACATIONS**

14.01 Up to the completion of three (3) continuous years from the date of employment, employees shall receive two (2) weeks' vacation at four percent (4%) of their gross earnings.

CLAUSE 14:

ANNUAL VACATIONS(Cont'd)

14.02 Starting from the commencement of the fourth (4th) year of continuous employment and up to the commencement of the eighth (8th) year of continuous employment, employees shall receive three (3) weeks' vacation at six percent (6%) of their gross earnings.

14.03 Starting from the commencement of the eighth (8th) year of continuous employment and up to the commencement of the fifteenth (15th) year of continuous employment, employees shall receive four (4) weeks' vacation at eight percent (8%) of their gross earnings.

14.04 Starting from the commencement of the fifteenth (15th) year of continuous employment, employees shall receive five (5) weeks' vacation at ten (10%) percent of their gross earnings.

14.05 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 March 1, each year. Assignment of holiday shall be granted on the basis of seniority during this period. After March 1, each year, holidays shall be granted on a "first come first served" basis. If vacation requests are denied, written reason shall be indicated on the "Vacation Request Form".

14.06 Vacation time must be taken during the year in which the employee becomes eligible for such and at such times as is mutually agreed upon by the Company and the employee when the efficiency of operations shall not be impaired. The number of employees granted vacation at any one time shall be determined solely by the Company.

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

14.08 Casual and part-time employees shall have their accrued vacation paid in its entirety in December of each year.

CLAUSE 15:

LEAVES OF ABSENCE

15.01

Personal Leave

The Company may grant a leave of absence without pay or any other benefits to an employee. Request for such leave shall be made in writing using a "Leave of Absence Form" to the Employer stating the reasons for such request and the proposed duration. Such request shall be made at least thirty (30) days in advance. It is the employee's responsibility to arrange for the continuation of their medical plan.

15.02

Union Leave

A leave of absence, without pay, shall be granted provided the Employer receives three (3) calendar weeks' notice using a "Leave of Absence Form," that an employee has been elected or appointed to attend a Union convention and/or seminar. Such time shall not exceed a total of ten (10) days in any calendar year and not more than two (2) employees shall be absent on Union leave at any one time. Any costs, including the cost associated with the continuation of an employee's health and welfare benefits, shall be reimbursed to the Company by the Union.

CLAUSE 15:

LEAVES OF ABSENCE(Cont'd)

15.03

Bereavement Leave

(a) Upon notification, the Employer shall grant to a regular full-time employee or regular part-time employee three (3) days of leave of absence, with pay, at straight time following the death in the employee's immediate family.

(b) Immediate family includes: spouse, parent, guardian, child, parent, sibling, grandchild or grandparent as well as any person who lives with the employees as a member of the employee's family.

(c) For the purpose of this clause "spouse" shall include wife, husband, common-law and same sex relationships.

15.04 of bereavement.

Time off due to the death of an employee's family member must be taken at the time

15.05 Additional leaves of absence, without pay, may be granted to the employee. This shall not be unreasonably withheld.

15.06

Jury Duty

(a) The Employer shall grant a leave of absence to an employee who serves as a juror or who is subpoenaed as a Crown witness in any court. The Employer shall pay to the employee the difference between their normal earnings for a maximum of sixty (60) days and that received for jury services or as a court witness. Such payment will be made provided the employee presents proof of service and the amount of pay received.

(b) jury duty or court witness.

The employee is required to notify the Employer immediately of selection for

15.07

Maternity & Parental Leave

The Employer shall grant a leave of absence, without pay, to a qualifying employee in accordance with the Employment Standard Act of British Columbia.

CLAUSE 16:

HEALTH AND WELFARE PLAN

16.01

Benefit Coverage

The company shall pay one hundred percent (100%) of the premiums for the following health and welfare benefits:

(a) **Full-Time Employees:**

- (i) B.C. Medical Plan as follows:
 - Single – Maximum of \$65.00 per month;
 - Couple – Maximum of \$105.00 per month; and
 - Family – Maximum of \$125.00 per month;
- (ii) Life Insurance: \$20,000.00;

CLAUSE 16:

HEALTH AND WELFARE PLAN(Cont'd)

- (iii) Accidental Death and Dismemberment: \$20,000.00
 - (iv) Temporary Disability: \$280.00 per week maximum, 2-15-13 E.I. Carve-out;
 - (v) Supplemental Health Care;
 - (vi) Vision Care: \$200.00 every two years; and
 - (vii) Basic Dental: 100% with \$1,500.00 yearly limit
 - (viii) Major Dental: 50% with \$1,500.00 yearly limit
- The Basic and Major are a combined total of \$1,500.00 per year.

(b) Part-Time Employees

- (i) B.C. Medical Plan as follows:
 - Single – Maximum of \$60.00 per month;
 - Couple – Maximum of \$100.00 per month; and
 - Family – Maximum of \$120.00 per month;
- (ii) Life Insurance: \$10,000.00;
- (iii) Accidental Death and Dismemberment: \$5,000.00;
- (iv) Temporary Disability: based on hours worked in last three (3) months;
- (v) Supplemental Health Care:
- (vi) Basic Dental: 80% with \$1,500.00 yearly limit

Personnel Office. An outline of the Health and Welfare Benefits shall be available in the

calendar year. (c) All full-time employees shall be entitled up to two (2) paid sick days per

16.02 Limitation of Liability

The obligations of the Company under this Clause shall be restricted to the payment of premiums or portions of premiums, as applicable, to the insurance carrier. It is understood and agreed the insurance policies governing the application of benefits, does not form a part of this Agreement. The Union and the employees agree that all benefits referred to in this Clause are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy and that the company has no responsibility for the administration of any insurance policy.

16.03 Carrier

The selection of insurance carriers for any benefits is in the sole discretion of the Company, provided the benefits are comparable.

16.04 Eligibility

Full-time employees and part-time employees become eligible for enrollment in the coverage outlined in this Clause upon successful completion of the probationary period. Participation by such employees in the Medical Services Plan of British Columbia is voluntary, participation in the group insurance plan is mandatory.

CLAUSE 16:

HEALTH AND WELFARE PLAN(Cont'd)

For clarity, all issues of eligibility and entitlements to benefits are governed by the terms and conditions expressed in the insurance 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.

CLAUSE 17:

HEALTH AND SAFETY

17.01 It is the policy of the Company to make appropriate provisions for safe working conditions for all employees. The safety handbook is to be provided to all employees and the Union. The Union will confirm receipt of the Safety Handbook within ten (10) days.

17.02 It is the responsibility of each employee to work safely, to perform his job properly in accordance with established procedures and to report all safety hazards found in his workplace to his immediate Supervisor. It shall be the duty of the employees to make use of any protective devices or safety equipment made available by the Company.

17.03 The Company shall comply with the provisions of the *Workers Compensation Act/Worksafe BC* and the Regulations under that Act.

17.04 An employee who is injured on the job during working hours and after contacting a supervisor is released from their job responsibilities as a result of such injury shall receive payment for the remainder of the shift. The Company shall provide transportation home or to medical assistance if necessary.

17.05 Shelter, sanitary toilets, drinking water plus some form of communications shall be provided at all job sites. The lack of such facilities shall be immediately reported to the Company. Until such facilities are provided, employees shall be entitled to leave the work site to make use of facilities as required. Procedures to control and record such absences shall be outlined in writing, by the Company.

17.06 Safety practices will be reviewed by a Safety Committee regularly.

17.07 It is the responsibility of the attendants to ensure that the appearances of all booths/shelters/washrooms are kept to the highest standards at all times. If the attendants are unable to keep the facilities in a clean and tidy (first class) appearance then they are to immediately contact their supervisor. The Company shall provide the attendants with the supplies necessary to maintain the facilities in a first class appearance. It is understood that Attendants are only responsible for areas of their exclusive use.

17.08 The Company reserves the right to install video cameras on all parking locations. Cameras must be only for security and or protecting assets purposes only and not for ongoing surveillance. Security includes both employees and assets. No cameras are to be installed inside the booths. All locations utilizing cameras shall have signs posted advising of such.

17.09 Use of telephones is limited to work related issues or emergencies. The use of personal electronic devices is not permitted. Absolutely no long distance calls are to be made while working.

CLAUSE 18:

JOB POSTINGS

18.01 If a vacancy or new job is created for which employees in the bargaining unit reasonably might be expected to be recruited, the following shall apply:

(a) If the vacancy or new job has a duration of five (5) calendar weeks or more, the vacancy or new job including the location required, hours of work, days off, and commencement date shall, before being filled, be posted for a minimum of seven (7) calendar days, with a copy sent to the Union, in a manner which shall give all employees access to such information as follows:

- (i) a detailed job description shall be posted in the Personnel Department with applications available;
- (ii) all vacancies shall be distributed to each booth and posted on the Company website.

(b) If a vacancy has less than five (5) weeks duration, the Employer shall fill the vacancy through the part-time/casual pool. The Employer shall, within three (3) calendar days of the successful candidate being notified, inform all applicants of the name of the successful applicant, either in writing to each applicant or posting in the manner in which the vacancy or new job was posted.

18.02 In making appointments to new locations, vacant work shifts and promotions to higher job classifications, the Employer shall consider applicants with the required skill, competency and efficiency. When two (2) or more applicants are capable of fulfilling the duties of the position, seniority shall be the determining factor.

(a) Where additional hours of work are available, the Employer shall use its reasonable best efforts to allocate such hours to the most senior part-time employee(s) provided that such employee is qualified and capable of performing the work.

(b) In the event of an employee being appointed to a position excluded from the Union bargaining unit contract and such employee being subsequently moved to a position for which the Union has bargaining authority, the Employer shall have the right to place such employee in the position previously held by him or in any vacant position for which such an employee is considered qualified. The employee shall suffer no loss of seniority; provided the employee returns to the bargaining unit within six (6) months.

18.03 Part-time employees shall have first option to short term vacancies, provided the part-time employee has submitted a completed availability form by the due date (as stated on the availability form) to the Personnel Department.

CLAUSE 19:

WAGES

19.01 Attached hereto and forming part of this Agreement is Schedule "A" which establishes the minimum wage rates to be paid to the employees.

19.02 The Company may pay any employee additional remuneration over and above the established rate of pay for his classification and/or length of service pursuant to the request and consent of the Company's client and/or Landlord, however, such will not be considered a guarantee for this wage rate, nor shall it compel the Company to continue such wage rate.

CLAUSE 20:

PARKING PRIVILEGES

20.01 The Company will provide, without charge, parking for employees while on duty, up to and including thirty (30) minutes before and thirty (30) minutes after completion of their shift. Parking may not be available in locations where parking is restricted by landlords. In such circumstances, the Company and the Union shall negotiate mutually agreeable alternatives.

20.02 Full-time employees who are continuously scheduled to work a minimum of thirty (30) hours per week, who have completed three (3) or more year(s) of continuous service and who have a valid B.C. drivers license shall 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 shall be immediate cause for disciplinary action. This pass must be returned to the Employer upon termination of the Employee's employment for any reason.

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.

CLAUSE 21:

UNIFORMS AND CLEANING ALLOWANCE

21.01 Employees required to wear uniforms must adhere to the Employer's dress code as a condition of employment which is recognized and fully supported by the Union.

21.02 Employees who are required to wear uniforms by the Company must keep the uniform clean and maintain it. The Company shall provide twenty dollar (\$20.00) vouchers per month to those employee's required to wear uniforms. The Company agrees to establish cleaning accounts with a minimum of three (3) dry cleaning facilities at various locations.

CLAUSE 22:

ADJUSTMENT PLAN

22.01 The Employer is free to implement any new method of operation, technological change, cost savings device or other method of improving operations.

If the employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions, or security of employment of a significant number of employees to whom a collective agreement applies:

(a) the employer must give notice to the trade union that is party to the Collective Agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and

(b) after notice has been given, the employer and trade union must meet, in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:

(c) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;

(d) human resource planning and employee counseling and retraining;

CLAUSE 22:

ADJUSTMENT PLAN(Cont'd)

- (e) notice of termination;
- (f) severance pay;
- (g) entitlement to pension and other benefits including early retirement benefits;
- (h) a bipartite of process for overseeing the implementation of the adjustment plan.

22.02 If, after meeting in accordance with Clause 22, the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the trade union.

22.03 Clause 22 does not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

CLAUSE 23:

LABOUR MANAGEMENT COMMITTEE

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

23.02

Committee Terms and Reference

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

- (i) Considering constructive recommendations governing labour/management activities so that improved relations shall exist between the Employer and employees;
- (ii) Improving and extending services to the public;
- (iii) The Labour Management Committee shall not function as a bargaining committee;
- (iv) Reviewing suggestions from employees, questions of working conditions and service but not grievances;
- (v) Matters of agreement interpretation, collective bargaining or matters related to the grievance procedure or arbitration procedure shall not be the subject of discussion at labour/management meetings;
- (vi) Additional representatives may be invited to attend committee meetings, upon agreement of the members without voting privileges;
- (vii) No committee members shall suffer any loss of wages for time spend in attendance at labour/management committee meetings;

CLAUSE 23:

LABOUR MANAGEMENT COMMITTEE(Cont'd)

(viii) The Employer and the Union shall make every effort to exchange written agendas, at least, one (1) week prior to meetings called under this clause.

Chairperson of the Meeting

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

23.04 The Committee shall meet, as necessary at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Every attempt shall be made to schedule meetings during working hours. Employees required to attend committee meetings after hours shall be paid a minimum of two (2) hours and hours worked thereafter at the appropriate rate of pay.

Minutes of Meeting

23.05 Minutes of each meeting of the committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall receive copies of the minutes within ten (10) days after the meeting.

CLAUSE 24:

WORKING CONDITIONS AND GENERAL UNDERSTANDING

24.01 The Employer shall furnish employees with tools and working equipment and the employees shall be held responsible for same except when ordered to leave tools on the job or when left on the Employer's premises.

24.02

Job Security

Subject to Clause 12, Seniority, Lay-offs, Recall and Severance Pay, an employee who is absent from work because of a compensation claim, illness, authorized leave of absence or annual vacation, shall be returned to the job location and job duties with the same hours of work, etc., upon the employee's return to work. The employee shall be returned to work within seventy-two (72) hours of the employee notifying the Employer of the ability to return to work.

CLAUSE 25:

HARASSMENT

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

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

CLAUSE 25:

HARASSMENT(Cont'd)

25.02 employee(s) involved.

Nothing in the procedure shall be deemed to limit the rights of the

(a) An employee who alleges a harassment concern may submit a complaint, in writing, within thirty (30) days of the latest occurrence, directly to the Employer, either through the Union or the Employer's Human Resources Department. The Employer shall notify the Union of any complaint.

(b) The Employer (through its Human Resources Department) shall investigate the complaint and attempt to resolve the issue and advise the Union of its findings.

Discrimination

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

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

Harassment

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

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

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

- Has the purpose or impact of creating an intimidating, hostile or offensive work performance
- Otherwise adversely affects an individual's employment opportunities

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

25.03 Where a complaint is determined to be frivolous or vexatious, the complainant may be subject to discipline.

25.04 An alleged offender shall:

- (a) Be given notice of the substance of a complaint/grievance under this clause.

CLAUSE 25:

HARASSMENT(Cont'd)

(b) Be given and be entitled to attend, participate in and be represented at any arbitration hearing which is held as a result of a grievance under this clause.

25.05 Pending determination of the complaint, the Employer may take interim measures to separate the employees concerned, if deemed necessary, without loss of regular earnings.

25.06 If it is deemed necessary to separate employees as a result of a finding of harassment, it shall be the harasser who is transferred. The employee who is being harassed may only be transferred with his/her consent.

Signed this 30th day of January, 2007. ⁹ (24)

Signed on behalf of the Employer:

Signature [Handwritten Signature]

Print Name STANLEY LOUINS Title GENERAL MANAGER

Signature [Handwritten Signature]

Print Name JONAS STRANDBLAD Title RESIDENT

Signed on behalf of the Union:

Signature [Handwritten Signature]

Print Name MARK A. OCKEN Title B.A. Rep.

Signature [Handwritten Signature]

Print Name Gregory Lawrence Title Bus Rep

SCHEDULE "A"

Section 1

Full-time, Part-Time and Casual employees shall be entitled to the following increases:

December 1, 2006	3.5%
December 1, 2007	3.0%
December 1, 2008	3.0%
December 1, 2009	3.0%
December 1, 2010	3.25%
December 1, 2011	3.25%
December 1, 2012	3.25%
December 1, 2013	3.25%

Section 2

For the purposes of implementing wage increases pursuant to this Schedule "A", in the event that the date on which an employee is entitled to receive an increase ("Entitlement Date") does not coincide with the first (1st) day of a payroll period, said increase shall be made effective as of the first (1st) day of the next payroll period following said Entitlement Date.

- a) Minimum hourly rate of pay for all new employees shall be the provincial statutory minimum wage plus one dollar.

LETTER OF UNDERSTANDING # 1

Between:

Advanced Parking Systems Limited
Metro Parking Ltd. ("Employer")

And:

Construction and Specialized Workers' Union, Local 1611
("Union")
("Parties")

Re: Recognizing the Various Shifts

This Letter of Understanding shall apply to Advanced Parking employees that may work alternate shifts, to those listed under Clause 8 – Hours of Work and Overtime; this letter is to be part of and attached to the Collective Agreement.

It is understood that in certain locations eight (8) and ten (10) hour shifts are not feasible, in such circumstances the parties agree that they should address the hours of work and by mutual agreement to maximize working opportunities.

Signed this 30th day of JANUARY, 2009.

Signed on behalf of the Employer:

Advanced Parking Systems Limited
Metro Parking Ltd.

Signature 

Print Name EINO SISTRAND Title PRESIDENT


Signature 

Print Name SPAWN LOVINS Title GENERAL MANAGER

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Signed on behalf of the Union:

Construction & Specialized
Workers' Union, Local 1611

Signature 

Print Name MARK NISSEN Title R. Man.

Signature _____

Print Name _____ Title _____

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