

COLLECTIVE AGREEMENT

BY AND BETWEEN:

IMPERIAL PARKING CANADA CORPORATION

Suite 300, The Station
601 West Cordova Street
Vancouver, B.C.
V6B 1G1

(Hereinafter referred to as the “**EMPLOYER**”)

AND:

CONSTRUCTION AND SPECIALIZED WORKERS’ UNION LOCAL 1611

3542 Kingsway
Vancouver, BC
V5R 5X7

(Hereinafter referred to as the “**UNION**”)

TERM OF AGREEMENT

JUNE 01, 2010 to MAY 31, 2014

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THIS AGREEMENT made and entered into this 1st day of **June 2010**.

BY AND BETWEEN:

IMPERIAL PARKING CANADA CORPORATION

Suite 300, The Station
601 West Cordova Street
Vancouver, B.C.
V6B 1G1

(Hereinafter referred to as the “**Employer**”)

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS’
UNION, LOCAL 1611**

3542 Kingsway
Vancouver, B.C.
V5R 5X7

(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.

1.02

TERM OF THE AGREEMENT

This Agreement shall be for the period from and including, June 1, 2010 to May 31, 2014, subject to the right of either party to the Agreement, at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice, to require the other party to the Agreement to commence bargaining.

1.03

The Parties agree that the operation of Section 50, Subsections (2) and (3) of the Labour Relations Code of B.C. is hereby excluded from this Agreement.

CLAUSE 1: **OBJECTIVES AND DURATION** (Cont'd)

1.04 **INTERPRETATION**

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

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

1.06 **NO STRIKES – NO LOCKOUTS**

During the term of this Collective Agreement, there shall be no strikes, lockouts, slowdowns, overtime bans, work-to-rule or any other such activity, which has the effect, intended or otherwise, of interrupting, slowing or interfering with the Employer's operations.

CLAUSE 2: **RECOGNITION**

2.01 The Employer recognizes the Union as the sole bargaining agent for all Employees within the Bargaining Unit, which shall be defined as all employees of the Employer in the Province of British Columbia excluding office staff, sign shop employees, valets as per sub-clause 2.02, supervisors and district managers.

2.02 The Union agrees that valets shall be outside the Agreement except for current valets hired before March 18, 1995 and who are included in the Agreement and shall be paid wages according to the Agreement. The Employer agrees that at no time shall valets replace lot attendants, now or in the future.

Valets mean the service whereby a valet takes keys from a parking customer, for a flat rate fee and moves the customer's vehicle in and out of the parking area for the customer. This service is not provided by an attendant or a jockey, but is intended as a separate service for which there is a separate fee charged.

2.03 The Employer agrees not to enter into any Agreement or contract with the employees covered by this Agreement, individually or collectively which, in any way conflicts with the terms and provisions of this Agreement or any statute of the Province of British Columbia or of Canada. Any such Agreement shall be null and void.

CLAUSE 3: **RIGHTS OF MANAGEMENT**

3.01 All rights of management which are not otherwise restricted in this Agreement and are not contrary to its intention shall continue in full force and effect.

CLAUSE 3: **RIGHTS OF MANAGEMENT** (Cont'd)

3.02 The Union recognizes the Employer's right to issue to employees and amend, from time to time, Employer rules, policies, procedures and operating practices.

3.03 The Employer shall forward to the Union copies of any new or updated Company policies and procedures relevant to bargaining unit employees. The Union shall confirm receipt of these policies and procedures within ten (10) days. The Union reserves the right to grieve any Company policy or procedure.

CLAUSE 4: **UNION SHOP**

4.01 All employees included in Clause 2 of this Agreement shall become members of the Union and shall remain members of the Union as a condition of employment.

4.02 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 Employer shall hand each employee a Union application card and dues check-off authorization card which shall be filled out by the Employee and left with the Employer. The Employer shall send the Union application card to the Union by the tenth (10th) day of the following month of the applicant's employment and the Employer shall retain the dues check-off card.

It is the Employer's responsibility to provide all new employees with a copy of the Collective Agreement and with a list of Shop Stewards along with their contact numbers.

4.03 Except as provided in sub-clause 4.03 (a), the Employer 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 Employer 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 employees on annual vacation, sick leave, Workers' Compensation and/or leave of absence for an extended period of thirty (30) calendar days or more.

(a) The initiation fee for Casual employees shall be deducted over four (4) pay cheques for each such Employee.

4.04 The Employer shall comply with the check-off of fees, dues and assessments in accordance with the foregoing and in accordance with the Labour Relations Code of British Columbia and amendments thereto.

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

CLAUSE 4: **UNION SHOP** (Cont'd)

4.06 The Employer shall notify the Union, in writing, within five (5) business days of appointing a union employee to a position which the Employer considers to be outside the Bargaining Unit.

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

4.08 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.**

4.09 The Employer agrees that all work regularly performed by employees in the job classifications provided in this Agreement, shall be performed by Employees who are members of the Union, in accordance with this Agreement, except for the purpose of instruction or emergencies.

4.10 The work "presently performed" is described in *Schedule B* attached which forms part of this Agreement.

4.11 The Union shall advise the Employer of any financial delinquency in respect to dues check-off fees. Should the Employer fail to respond within ten (10) business days of the date of the notification by either payment of the delinquent amount or written reasons or requests for the delay, acceptable to the Union, there shall be an interest charge of two percent (2%) per month assessed on the outstanding balance.

CLAUSE 5: **UNION REPRESENTATION**

5.01 The Employer 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 Act of British Columbia and its regulations.

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

5.03 The Union shall notify the Employer, 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 Employer shall not be required to recognize a Shop Steward until his name has been certified to the Employer, in writing, by the Union.

CLAUSE 5: **UNION REPRESENTATION** (Cont'd)

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

5.05 It is mutually agreed that an authorized Union Representative, after first securing permission from the Employer, shall be given access to the Employer'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 Employer's work or progress at the employee's work location.

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

CLAUSE 6: **TERMINATION AND DISCIPLINE**

6.01 If an employee quits, the Employer shall, within six (6) calendar 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.

6.02 If an employee is terminated, the Employer 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.

6.03 **DISCIPLINE**

The Employer recognizes the value of progressive discipline with the aim being corrective in application. Disciplinary measures should be appropriate to their cause and to the progressive discipline.

(a) Except as it relates to employment of a probationary employee, no employee shall be disciplined, terminated, suspended or demoted without just cause.

(b) Employees shall be advised of their right to Union representation where a scheduled meeting with the Employer is or may be related to discipline of the employee.

(c) A copy of all disciplinary notices including procedural notices shall be sent to Union forthwith.

(d) Written warnings shall be removed from an employee's file twelve (12) months after the incident giving rise to the written warning.

CLAUSE 7:

GRIEVANCE RESOLUTION

7.01 It is the desire of all persons affected by this Agreement to provide for the speedy effective resolutions of differences arising under it.

7.02 DEFINITIONS

Persons: Means Employer, Union and members of the Bargaining Unit.

Grievances: Any difference as to interpretation, application, operation or any alleged violation of this Agreement including the imposition of discipline.

Days: Means working days.

7.03 GENERAL

Resolution of all grievances except grievances over termination, dismissal or suspension shall be sought at Step 1 of the Grievance Procedure.

(a) Resolution of grievances over termination, dismissal or suspension shall be sought at Step 2 of the Grievance Procedure.

(b) Time limits stipulated in the Grievance Procedure shall be adhered to unless mutually agreed to be extended. Agreement to such extension shall not be unreasonably withheld. Time shall begin to run from the occurrence of the events giving rise to the grievance or the time the grievor became aware of the occurrence.

(c) Employees shall not suffer loss of pay by reason of attending a Step 1 or 2 meeting. Nor be required to attend on their own time.

7.04 GRIEVANCE PROCEDURE

Step 1: As soon as possible after the occurrence or knowledge of the events giving rise to the grievance but, at least within five (5) days of them, the grievor shall discuss the matter with the immediate available supervisor or member of management with a view to settlement of it. He/she may elect to be accompanied by a Shop Steward or Union Representative.

Step 2: If the grievance is not resolved at Step 1 within ten (10) days of the discussion of it or in the case of grievance over termination, dismissal or a suspension, the matter shall be referred to a Union Representative and a member of management. They shall, within ten (10) days, arrange to meet to seek resolution of the grievance.

CLAUSE 7: **GRIEVANCE RESOLUTION** (Cont'd)

Step 3: If the grievance is not resolved at the meeting referred to in the 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.

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

CLAUSE 8: **ARBITRATION**

8.01 Upon appointment the board of Arbitration shall, as soon as it may be agreed, hear the parties and make its award within fifteen (15) days of completion of the hearing.

8.02 **COSTS OF ARBITRATION**

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.

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

(b) In the case of disputes arising under Sub clause 4.11 of this Agreement, going to arbitration, the dispute shall be dealt with by a single arbitrator provided for in Clause 7 Grievance Resolution, Sub clause 7.04 Step 3 and the total costs shall be borne by the unsuccessful party.

CLAUSE 9: **EXPEDITED ARBITRATION PROCEDURE**

9.01 **LABOUR RELATIONS CODE**

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 7, Grievance Resolution, Sub clause 7.04 Step 3.

CLAUSE 10:

DEFINITION OF EMPLOYEES

10.01 "Full-Time Employee" means an employee who is regularly scheduled to work no less than thirty (30) hours per work week. Each Full-Time Employee shall have two (2) consecutive days off per week.

10.02 "Part-Time Employee" means an employee who is regularly scheduled to work sixteen (16) hours and less than thirty (30) hour per work week.

10.03 "Full-Time Equivalent Employee" means:

(a) An employee who is scheduled to cover for full-time or part-time employee during vacation, leave of absence or sick days.

(b) Although hours of work can not be guaranteed, Full-Time Equivalent Employees shall be paid according to the full-time wages as set out in "Schedule A" of this Collective Agreement.

(c) Full-Time Equivalent employees shall be afforded the same benefits as full-time employees.

(d) Full-Time Equivalent positions shall be posted and awarded based on seniority.

10.04 "Casual Employee" means:

(a) An employee who relieves full-time or part-time employees or who is needed for special events or heavy periods.

Casual employees shall accumulate seniority, however, they not shall not be entitled to any benefits applicable to the Regular Work Force other than Union representation, seniority and wages as defined by "Schedule A" of this Agreement.

10.05 Full-time employees and part-time employees shall not be eligible for benefits (as described in Clause 22 Health Welfare) and Parking Privileges (as described in Clause 15 Parking Privileges) for a period of one (1) year after the commencement of their employment.

CLAUSE 11:

SENIORITY, LAY-OFFS, RECALL AND SEVERANCE PAY

11.01 **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.

CLAUSE 11:

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

11.02 Casual employees shall accumulate seniority and all hours worked as a Casual employee shall apply toward the completion of probation. Casual employees shall not be subject to additional probation time when promoted to a regular position.

11.03 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;
- (b) are justifiably dismissed subject to grievance procedures;
- (c) are laid off by the Employer for a period exceeding six (6) consecutive months;
- (d) are absent without leave and no reasonable reason given;
- (e) when an employee is promoted outside the bargaining unit, refer to Sub-Clause 12.02 (b);
- (f) 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 immediate supervisor, unless a reasonable explanation is given to the Employer prior to his first scheduled shift;
- (g) if he utilizes a leave of absence for purposes other than those for which it was granted; and
- (h) 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.

11.04 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 shall 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.

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

- (a) any injury received on the job; and

CLAUSE 11:

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

(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 any period of Employer paid income protection; and

(e) During maternity or paternity leave.

11.06 A seniority list shall be provided to the Union of 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.

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.

11.07 If a reduction of staff within job classifications I, II, III, IV, V or VI 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) within each job classification, 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. This procedure is subject to the grievance procedure in Clause 7. Further to this provision:

(i) Employees in a higher job classification shall have the right to exercise their seniority to accept a position in a lower job classification.

(ii) If an employee is reduced to a lower job classification due to circumstances beyond his and the Employer's control he shall retain his original rate of pay.

(iii) An employee who has been promoted from one classification to another and subsequently demoted to the lower job classification shall, within that lower classification, have seniority and shall, if a lay-off occurs, be laid-off accordingly.

CLAUSE 11:

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

- (iv) 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.
- (b) Employees who are dismissed for just cause shall not be eligible for severance pay.
- (c) An employee who is laid off shall receive notice or severance pay in lieu of notice at the following rate:

COMPLETED SERVICE

NOTICE OR SEVERANCE PAY

Up to three (3) months;	No notice or severance pay.
After three (3) months to twelve (12) consecutive months;	One (1) week
After one (1) year to three (3) consecutive years completed;	Two (2) weeks
After three (3) consecutive years completed;	One (1) week per year for each year of consecutive completed service to a maximum of eight (8) weeks.

11.08 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 give 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;

CLAUSE 11:

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

- (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.
- (iv) An employee who is given lay-off notice shall have the right to bump a junior employee.

(c) Notwithstanding any of the provisions of this Agreement, a former employee shall have no rights to re-employment after a period of six (6) months from the date on which they were laid off.

CLAUSE 12:

JOB POSTINGS

12.01 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) a telephone line shall be set up where vacancies shall be recorded and be accessible twenty-four (24) hours a day. The recording shall be updated regularly advising those interested to get applications from the Personnel Department.

(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.

12.02 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.

CLAUSE 12:

JOB POSTINGS (Cont'd)

(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.

12.03 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 Personnel Department.

CLAUSE 13:

HOURS OF WORK

13.01 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.

13.02 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 13.04.

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

13.04 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 a overtime basis. Alternate arrangements may be made in special circumstances.

13.05 Time worked beyond the hours defined in Subclasses 13.02, 13.03, and 13.04 above shall be paid at overtime rates.

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

CLAUSE 13: **HOURS OF WORK** (Cont'd)

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

13.08 The minimum shift for all employees shall not be less than four (4) hours in any one (1) day. When employees report for their regularly scheduled shift and find 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.

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

13.10 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 14.01, Overtime.

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

CLAUSE 14: **OVERTIME**

14.01 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 ½) 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:

CLAUSE 14:

OVERTIME (Cont'd)

- (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.

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

- (a) The reference to hours in a week in Clause 14 Sub clause (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.

14.03 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 (1½X) times the employees regular rate of pay for the first one (1) hour and double (2X) thereafter.

14.04 All time worked by an employee in excess of their scheduled shift must be authorized by their supervisor in advance of such work being performed.

CLAUSE 15:

PARKING PRIVILEGES

The following parking privileges are provided by the Employer for its employees as a benefit of employment. The same may be changed upon mutual agreement by the parties:

15.01 The Employer shall 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 Employer and the Union shall negotiate mutually agreeable alternatives.

CLAUSE 15: **PARKING PRIVILEGES** (Cont'd)

15.02 Full-time employees who are continuously scheduled to work a minimum of thirty (30) hours per week, who have completed one (1) or more year(s) of continuous service and who have a valid B.C. drivers license shall receive a parking pass courtesy of the Employer.

Part-time employees who have completed two (2) years of continuous employment calculated from the date that they became part-time employees and who have a valid B.C. driver's 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.

15.03 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 16: **JOB CLASSIFICATION AND WAGE RATES**

16.01 Both the Employer and the Union agree to the wage rates defined by Schedule A and Job Classifications defined by Schedule B of this Agreement.

16.02 An attendant who relieves a Lot Manager and a Lot Manager who relieves a Supervisor or District Manager for more than one (1) complete shift shall earn the rate of pay for that position beginning with the second shift.

It is the sole responsibility of the employees to mark the total number of hours and position they were relieving on their time card in the comment space.

CLAUSE 17: **PAYMENT OF WAGES**

17.01 Every second Friday the Employer shall pay to each employee covered by this Agreement all wages earned by the employee up to six (6) working days prior to the date of payment. If a general holiday falls on an employee's regular pay day, payment shall be made the preceding day.

17.02 A pay stub shall be mailed to the employee each pay period. The statement shall show all hours worked, all rates of pay, pay period dates, and an itemized list of deductions.

17.03 Should a payroll error occur which is the responsibility of the Employer and is eight (8) hours or more of straight time pay, the Employer shall pay the shortfall within four (4) business days of receipt of the complaint using the Employer's "Payroll Irregularity Form" submitted to the Personnel Department.

CLAUSE 17: **PAYMENT OF WAGES** (Cont'd)

Confirmation of receipt is the responsibility of the employee (if submitted in person at the Personnel Department, the Employer shall provide a receipt confirming such). Should the employer fail to comply with the time limits specified in this clause, the employee shall receive an additional sum equivalent to two (2) hours straight time for each calendar day they are kept waiting after the initial four (4) working days.

17.04 Should an employee fail to submit their timecard as per the Employer's guidelines, those hours shall be paid in the following pay period. Each employee shall be offered a reprieve once per calendar year if the timecard is submitted within twenty-four (24) hours of the deadline.

17.05 The Employer 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 Employer's client and/or Landlord; however, such shall not be considered a guarantee for this wage rate, nor shall it compel the Employer to continue such wage rate.

CLAUSE 18: **ANNUAL VACATIONS**

18.01 For the purpose of this Clause 18:

(a) Annual vacations and vacation entitlements are based on the calendar year from January 1 to December 31.

(b) For the purpose of determining an employee's vacation entitlement and vacation pay, the January 1, following the employee's anniversary date shall be used.

18.02 Casual employees and Part-time employees shall receive their vacation pay calculated on gross earnings, calculated to December 31, of each calendar year as detailed in Sub clause 18.03(a). Such vacation pay shall be paid only once per year within two (2) weeks of the year-end in the form described in Sub clause 18.04. Provided, however, that if a part-time employee notifies the Employer on or before December 15, of each year that he wishes to take vacation time in the following year rather than be paid out, sub clause 18.02 (a) applies. If the Employer is not so notified, part-time employees shall be paid out as set out herein.

(a) If a part-time employee wishes to take his earned vacation and has so notified the Employer as provided in Sub-Clause 18.02, such vacation pay shall be paid as provided in Subclause 18.04.

18.03 A full-time employee who, as of January 1, has worked continuously for the entire previous calendar year shall receive and must take in such year the amount of vacation time and pay as follows:

CLAUSE 18:

ANNUAL VACATIONS (Cont'd)

<u>No. of Fully Completed Calendar Years Worked</u>	<u>Vacation Time Weeks</u>	<u>Vacation</u>
1-3 years	2	4%
4-9 years	3	6%
10 years and over	4	8%

(a) Payment of vacations shall be made based on the vacation pay rate, set out above, times the previous year's gross earnings. Vacation entitlement and pay can only be taken after completion of the entire calendar year. Vacation pay shall only be released for the vacation time actually being taken.

(b) Notwithstanding the above, full-time employees who have not been employed for an entire calendar year shall be entitled as follows:

- (i) If such employee has worked for six (6) consecutive months, they may take one (1) week vacation, based on four percent (4%) of such employee's gross earnings to the six (6) month date. Such vacation shall be deducted from any vacation which such employee is entitled to take in the following year;
- (ii) If such employee has not worked six (6) consecutive months by the end of the calendar year in which he is employed or is such employee does not take the vacation provided in Sub-clause 18.03 (b) (i), such employee may take the proportionate amount of vacation in the following year based upon his time worked.

18.04 Where vacation time of one (1) week or more is being taken, the Employer shall pay the vacation pay to the employee on a separate cheque, designated as Annual Vacation Pay and shall include a statement showing the gross earnings during the year, the percentage of entitlement, the number of weeks of entitlement, the date of the period of vacation covered and a complete list of deductions, if any. Where vacation time of less than one (1) week is being taken, vacation pay shall not be paid in advance but shall be paid on the next regular pay cheque with a statement setting out the calculation of vacation pay.

18.05 Scheduling vacations shall be in accordance with seniority provided it does not conflict with management's obligation to maintain an efficient work force and service to the public.

18.06 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".

CLAUSE 18:

ANNUAL VACATIONS (Cont'd)

18.07 Employees who do not file a vacation request form prior to March 1 of each year must file the vacation request, at least, thirty (30) days prior to the requested start of their vacation. Such late requests shall be considered only after all prior vacation requests have been granted. In special or emergency circumstances the Employer shall make every reasonable effort to fulfill such vacation request.

18.08 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.

18.09 On termination of employment, employees shall be paid all accrued vacation entitlement at the applicable percentage rate of their gross earnings.

CLAUSE 19:

STATUTORY HOLIDAYS

STATUTORY HOLIDAY PAY

19.01 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 RATE WILL BE PAID FOR WORK DONE ONLY ON THE DAY THE HOLIDAY OCCURS AND NOT FOR THE CLOSEST WEEKDAY.**

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

(a) 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 on a statutory between 12:01 A.M. and 12:00 midnight, shall be considered as worked on a statutory holiday.

19.02 When an employee has been employed by the Employer 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.

CLAUSE 19: **STATUTORY HOLIDAYS** (Cont'd)

19.02 (c) All hours worked on a statutory holiday shall be paid at two (2) times the rate of pay, in addition to all other provisions defined by this Clause.

19.03 In the event a statutory 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 Employer and the Union.

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

CLAUSE 20: **AUTHORIZED LEAVE**

20.01 **LEAVE OF ABSENCE**

(a) The Employer may, at its discretion, grant a leave of absence without pay or any other benefits to an employee, without loss of seniority, for legitimate reasons. Request for such leave shall be made in writing using a "Leave of Absence Form" to the employee's immediate supervisor stating the reasons for such request and the proposed duration. Such request shall be made at least thirty (30) days in advance of such proposed leave. It is the employee's responsibility to pre-pay (either in a lump sum or by post dated cheques), medical premiums in advance of commencement of such leave other than maternity leave. If the medical benefits are not pre-paid, medical coverage shall be immediately cancelled. Upon return from leave, the employee shall re-enroll in the medical program, however, he shall be considered a "late applicant" and as such those benefits may be reduced in accordance with the Group Carrier's Policy. At the written request of the employee, the employee can convert a granted leave of absence into a paid vacation, such request shall not be unreasonable withheld by the Employer.

(b) A leave of absence for a purpose other than that given in writing by the employee shall be cause for disciplinary action.

20.02 **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.

CLAUSE 20: **AUTHORIZED LEAVE** (Cont'd)

20.03 **BEREAVEMENT LEAVE**

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.

(a) Immediate family includes: spouse, parent, guardian, child, grandchild, brother, sister, brother-in-law, sister-in-law, grandparent and parent-in-law.

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

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

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

20.06 **JURY DUTY**

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 and that received for jury services or as a court witness. Monies received for expenses shall not be included in the calculation. Such payment shall be made provided the employee presents proof of service and the amount of pay received.

(a) The employee is required to notify the Employer as soon as possible of selection for jury duty or court witness.

20.07 **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 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.

CLAUSE 21: **UNIFORMS AND CLEANING ALLOWANCE** (Cont'd)

21.02 Recognizing the foregoing, the Employer shall provide those employees required to wear uniforms an allowance to cover the costs of cleaning and maintaining the same. The allowance paid per hour is as follows:

- June 1, 2010 twenty six cents (\$0.26) per hour
- June 1, 2011 twenty seven cents (\$0.27) per hour
- June 1, 2012 twenty eight cents (\$0.28) per hour
- June 1, 2013 twenty nine cents (\$0.29) per hour

CLAUSE 22: **HEALTH AND WELFARE PLAN**

22.01 **BENEFIT COVERAGE**

The Employer 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 \$70.00 per month;
 - Couple – Maximum of \$120.00 per month; and
 - Family – Maximum of \$150.00 per month;
 - (ii) Life Insurance: \$20,000.00;
 - (iii) Accidental Death and Dismemberment: \$20,000.00;
 - (iv) Temporary Disability: sixty-six point seven percent (66.7%) of weekly gross earnings
 - (v) 2-15-13 E.I. carve-out;
 - (vi) Supplemental Health Care:
 - (vii) Vision Care: \$200.00 every two years; and
 - (viii) Basic Dental: 100% with \$1,500.00 yearly limit
Major Dental: 50% with \$1,500.00 yearly limit
The Basic and Major are a combined total of \$2,125.00 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 \$1,625.00 yearly limit

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

CLAUSE 22:

HEALTH AND WELFARE PLAN (Cont'd)

(c) All regularly scheduled employees are entitled to sick days as follows:

December 1, 2010	Four (4) sick days
December 1, 2011	Four (4) sick days
December 1, 2012	Four (4) sick days
December 1, 2013	Four (4) sick days

All employees are entitled to bank up to a total of ten (10) sick days. Upon request of the employee, all or a portion of the accumulated sick days may be paid out at the rate of fifty percent (50%). This request must be made to the Personnel Department by December 1, of the payout year.

22.02 The obligations of the Employer 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 that neither the benefits nor the insurance policies governing the application of benefits form a part of this Agreement. The Union and the employees agree that all benefits referred to in this clause are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy and that the Employer has no responsibility for the administration of any insurance policy.

(a) For clarity, all issues of eligibility and entitlements to benefits are governed by the terms and conditions expressed in the insurance carrier's policy. The terms and conditions of the said benefits, including but not limited to eligibility and waiting periods are totally governed by the policies in place and any claims for such benefits are not covered by this Agreement nor are they arbitrable under the terms of this Agreement.

22.03 **CARRIER**

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

22.04 **ELIGIBILITY**

Participation for all employees in the Medical Services Plan of British Columbia is voluntary, participation in the group insurance is voluntary.

CLAUSE 23: **SAFETY**

23.01 All employees shall be covered by the provisions of WorkSafe BC.

23.02 Regulations made pursuant to the WorkSafe BC and/or any other statute pertaining to the work environment shall be fully complied with.

23.03 It is the desire of both parties to this Agreement to maintain the highest standard of safety. No employee shall be required to and no employee shall perform any work in hazardous manner. 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

CLAUSE 23:

SAFETY (cont'd)

23.03 (cont'd) 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 Employer. All unsafe working conditions and/or equipment shall be reported to the employer immediately and:

(a) The Employer shall provide triplicate forms for this purpose one (1) copy to be kept by the employee and two (2) copies to be given to the Employer, of which one (1) shall be passed on by the Employer to the Union).

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

(c) The Employer shall comply with the provisions of the *Worksafe BC* and the Regulations under that Act.

23.04 An employee who is injured on the job during working hours and after contacting his supervisor is released from his job responsibilities as a result of such injury shall receive payment for the remainder of his shift. The Employer to provide transportation home or to medical assistance if necessary. The employee is required to participate in the Employer's alternate work program.

23.05 All accident and/or injury incident reports shall be reviewed by the Safety Committee at their regular meetings and shall be recorded in the minutes.

23.06 The Employer shall not request an employee to comply with an order, directive and/or assignment that is unreasonable and/or otherwise improper.

23.07 The Employer shall supply and maintain "approved" first aid kits in all vehicles and at all work locations where there is protected and safe storage for the kits.

23.08 Where practicable, kiosks shall be heated. Employees on surface lots shall receive clothing appropriate for working out of doors.

23.09 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 Employer. 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 laid down in writing, by the Employer.

23.10 Employees shall be provided with a means whereby their safety and whereabouts can be verified on a regular basis throughout their work shifts.

23.11 The Employer shall supply adequate sanitary protection for the employees who need such protection in the course of their job duties.

23.12 Safety practices shall be reviewed by a Safety Committee regularly.

CLAUSE 24:

LABOUR MANAGEMENT COMMITTEE

24.01 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.

24.02

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 spent in attendance at labour/management committee meetings;
- (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

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

CLAUSE 24: **LABOUR MANAGEMENT COMMITTEE** (Cont'd)

MEETINGS OF COMMITTEE

24.04 The Committee shall meet, at least, once every three (3) months at 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

24.04 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 25: **WORKING CONDITIONS AND GENERAL UNDERSTANDING**

25.01 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.

25.02 **JOB SECURITY**

Subject to Clause 11, 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 26: **TECHNOLOGICAL CHANGE**

26.01 The Employer is free to implement any new method of operations, technological change (as defined in the Code), cost saving device, or other method of improving its operations. The Employer shall give written notice to the Union thirty (30) days before implementation of any technological change. If any technological change result in layoff or termination of any employee's covered by this Agreement, the Employer shall follow the provisions of Clause 11, Seniority, Lay-offs, Recall and Severance Pay.

26.02 Where full-time and part-time employees' shifts are being replaced by technology, the affected employees with the required skill, competency and efficiency shall be entitled to bump the most junior employee with the same number of hours per shift, in accordance with Clause 11, if available, or a shift with the most hours available or a layoff with notice or severance as per Subclause 11.07 (c). When two (2) or more applicants are capable of fulfilling the duties of the position, seniority shall be the determining factor.

CLAUSE 27:

HARASSMENT

27.01 The Union and the Employer recognize the right of the employee to work in an environment free from sexual harassment.

27.02 Sexual harassment means but is not limited to:

(a) Unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when submission to such conduct constitutes either an explicit or implicit term of employment.

(b) Circumstances or conduct constituting the basis of employment decisions affecting the individual.

(c) Conduct which unreasonably interferes with an individual's job performance or creates an intimidating or offensive work environment.

27.03 Nothing in the procedure shall be deemed to limit the rights of the employee(s) involved.

(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.

(c) If the complaint is not resolved, it may be referred to Clause 7, Grievance Resolution, and time limits shall begin as of the date of referral to the grievance procedure.

(d) The Union, Employer and all employees involved shall treat complaints of this nature in strict confidence.

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

27.05 An alleged offender shall:

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

(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.

CLAUSE 27:

HARASSMENT (Cont'd)

27.06

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

27.07

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 _____ day of _____ 2011.

Signed on behalf of the Employer:

Signed on behalf of the Union:

**IMPERIAL PARKING CANADA
CORPORATION**

**CONSTRUCTION AND SPECIALIZED
WORKERS' UNION LOCAL 1611**

Please Print

Please Print

Signature

Signature

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Signature

Signature

SCHEDULE A

Attendants, Cleansers, Patrollers and Maintenance	June 1, 2010	June 1, 2011 Increase of 2%	June 1, 2012 Increase of 2%	June 1, 2013 Increase of 2%
Casual – Level I				
Start	\$10.51	\$10.72	\$10.93	\$11.15
1 Year	\$11.04	\$11.26	\$11.49	\$11.72
Part Time – Level II				
Start	\$10.51	\$10.72	\$10.93	\$11.15
6 Months	\$11.04	\$11.26	\$11.49	\$11.72
1 Year	\$11.99	\$12.23	\$12.47	\$12.72
2 Years	\$12.87	\$13.13	\$13.39	\$13.66
Full Time – Level III				
Start	\$11.99	\$12.23	\$12.47	\$12.72
6 Months	\$12.52	\$12.77	\$13.03	\$13.29
1 Year	\$13.21	\$13.47	\$13.74	\$14.01
2 Years	\$13.26	\$13.53	\$13.80	\$14.08
3 Years	\$13.44	\$13.71	\$13.98	\$14.26
4 Years	\$13.60	\$13.87	\$14.15	\$14.43
Lead Cleaner, Patroller, Maintenance And Assistant Lot Manager – Level IV				
Start	\$13.82	\$14.10	\$14.38	\$14.67
6 months	\$14.26	\$14.55	\$14.84	\$15.14
1 Year	\$14.55	\$14.84	\$15.14	\$15.44
2 Years	\$14.72	\$15.01	\$15.31	\$15.62
3 Years	\$14.91	\$15.21	\$15.51	\$15.82
4 Years	\$15.08	\$15.38	\$15.69	\$16.00
Lot Manager– Level V				
Start	\$15.66	\$15.97	\$16.29	\$16.62
6 Months	\$16.02	\$16.34	\$16.67	\$17.00
1 Year	\$16.38	\$16.71	\$17.04	\$17.38
2 Years	\$16.57	\$16.90	\$17.24	\$17.58
3 Years	\$16.75	\$17.09	\$17.43	\$17.78
4 Years	\$16.91	\$17.25	\$17.60	\$17.95

NOTE:

In lieu of a wage increase effective June 1, 2010 (year 1) the following signing bonuses shall be paid upon ratification of the new Collective Agreement by the employees:

- \$500.00 to each Full Time Employee,
- \$250.00 to each Part Time Employee, and
- \$150.00 to each Casual Employee

Signing bonuses shall be paid only to active employees as of the date of ratification.

SCHEDULE A (Cont'd)

Section 1

(1) For the purposes of implementing wage increases pursuant to 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.

Section 2

In addition to Schedule A, the following shall apply:

- (1)** Jockey Lot – sixty-five cents (\$0.65) per hour.
- (2)** Patrollers – fifty cents (\$0.50) per valid violation notice and five dollars (\$5.00 per valid tow.
- (3)** Shift Premium
 - (i)** Fifty cents (\$0.50) per hour where more than fifty percent (50%) of the hours of the shift occur after 12:00 midnight.
 - (ii)** Twenty cents (\$0.20) per hour where more than fifty percent (50%) of the hours of the shift occur between 4:00 P.M and 12:00 midnight.
- (4)** Employees who are promoted from one (1) job classification to another shall receive the next highest rate of pay provided for in the new wage rate.
- (5)** Existing employees who earn more than the wage rates defined in Schedule A shall be "red circled." This means that the employee's rate of pay shall remain the same until such time as the rates set out in this Collective Agreement exceed their existing wage rate.
- (6)** Car Allowance – Patrollers who are required to supply their own vehicle for work purposes shall receive an allowance of:
 - (i)** All kilometres driven shall be paid as per the Canadian Revenue "Automobile Allowance Rates" plus an additional five cents (\$0.05) per kilometre per annum above those current rates.

SCHEDULE B

DEFINITION FOR JOB CLASSIFICATIONS PARKING/OPERATING PERSONNEL

<u>JOB CLASSIFICATION</u>	<u>DEFINITION</u>
ATTENDANT I	<ul style="list-style-type: none">- A casual employee who performs parking duties.
ATTENDANT II	<ul style="list-style-type: none">- A regular part-time employee who performs parking duties.
ATTENDANT III	<ul style="list-style-type: none">- A regular full-time employee who performs parking duties. May be responsible for record keeping and reports related to monthly parking contracts.
ATTENDANT IV	<ul style="list-style-type: none">- A regular full-time employee who performs parking duties and has a minimum of one (1) year as an Attendant III.- Performs more complex duties.- In the absence of a Lot Manager will assume his or her basic duties and responsibilities (i.e. during days off, sickness or vacation).- Performs all duties and responsibilities normally performed by an Attendant III.- Assumes work leader responsibilities involving the direction of three (3) or more employees.- May be responsible for record keeping and maintenance of reports related to monthly parking contracts.- Should normally be located at a parkade having a high parking volume, which requires additional control/administration.- Other related duties as assigned by Lot Manager or immediate Supervisor.
LOT MANAGER (Attendant V)	<ul style="list-style-type: none">- A regular full-time employee who has worked a minimum of one (1) year as an Attendant IV.- Desirably, the employee will have completed high school with additional post-secondary education with a focus upon basic supervision and general management principles.- Performs parking, patrol and/or maintenance duties.- In the absence of a Supervisor or District Manager assumes his or her basic duties and responsibilities (i.e. during days off, sickness or vacations).- Performs all duties and responsibilities normally performed by an Attendant IV.- Assumes work leader responsibilities involving the direction of four (4) or more employees.

SCHEDULE B (Cont'd)

JOB CLASSIFICATION

DEFINITION

- Responsible for a variety of record keeping duties, including:

- Shift schedules
- Administration of monthly accounts
- Landlord supplementary reports
- Parking volume reports and related statistical information
- Other miscellaneous reports as required by the Employer.

- Would normally be located at a parkade having a high parking volume, which requires additional controls/administration.
- Other related duties as assigned by immediate supervisor.

Patrol I

- A casual employee who performs patrol duties.

Patrol II

- A part-time employee who performs patrol duties.

Patrol III

- A full-time employee who performs patrol duties.

Patrol IV

- A full-time employee who assumes work leader responsibilities involving the direction of three (3) or more employees or other related duties assigned by immediate Supervisor.

Maintenance I

- A Casual employee who performs maintenance duties.

Maintenance II

- A part-time employee who performs maintenance duties.

Maintenance III

- A full-time employee who performs maintenance duties.

Maintenance IV

- A full-time employee who assumes work leader responsibilities involving the direction of three (3) or more employees or other related duties assigned by immediate Supervisor.

Cleaner I

- A casual employee who performs cleaning duties.

Cleaner II

- A part-time employee who performs cleaning duties.

Cleaner III

- A full-time employee who performs cleaning duties.

Cleaner IV

- A full-time employee who assumes work leader responsibilities involving the direction of three (3) or more employees or other related duties assigned by immediate Supervisor.

SCHEDULE C

BC Interior Attendants, Patrollers	June 1, 2010	June 1, 2011 Increase of 2%	June 1, 2012 Increase of 2%	June 1, 2013 Increase of 2%
Casual – Level I				
Start	\$9.57	\$9.76	\$10.25	\$10.46
1 Year	\$9.73	\$9.92	\$10.41	\$10.62
Part Time – Level II				
Start	\$9.73	\$9.92	\$10.41	\$10.62
6 Months	\$10.03	\$10.23	\$10.44	\$10.64
1 Year	\$10.21	\$10.41	\$10.62	\$10.83
2 Years	\$10.40	\$10.61	\$10.82	\$11.04
3 Years	\$10.58	\$10.79	\$11.01	\$11.23
4 Years	\$10.78	\$11.00	\$11.22	\$11.44
Full Time – Level III				
Start	\$9.91	\$10.11	\$10.31	\$10.52
6 Months	\$10.21	\$10.41	\$10.62	\$10.83
1 Year	\$10.40	\$10.61	\$10.82	\$11.04
2 Years	\$10.58	\$10.79	\$11.01	\$11.23
3 Years	\$10.78	\$11.00	\$11.22	\$11.44
4 Years	\$10.95	\$11.17	\$11.39	\$11.62
Lead Cleaner, Patroller, Maintenance And Assistant Lot Manager – Level IV				
Start	\$10.65	\$10.86	\$11.08	\$11.30
6 months	\$10.95	\$11.17	\$11.39	\$11.62
1 Year	\$11.26	\$11.49	\$11.72	\$11.95
2 Years	\$11.44	\$11.67	\$11.90	\$12.14
3 Years	\$11.62	\$11.85	\$12.09	\$12.33
4 Years	\$11.80	\$12.04	\$12.28	\$12.52
Lot Manager– Level V				
Start	\$11.26	\$11.49	\$11.71	\$11.95
6 Months	\$11.56	\$11.79	\$12.03	\$12.27
1 Year	\$11.88	\$12.12	\$12.36	\$12.61
2 Years	\$12.16	\$12.40	\$12.65	\$12.90
3 Years	\$12.48	\$12.73	\$12.98	\$13.24
4 Years	\$13.09	\$13.35	\$13.62	\$13.89

NOTE:

In lieu of a wage increase effective June 1, 2010 (year 1) the following signing bonuses shall be paid upon ratification of the new Collective Agreement by the employees:

- \$500.00 to each Full Time Employee,
- \$250.00 to each Part Time Employee, and
- \$150.00 to each Casual Employee

Signing bonuses shall be paid only to active employees as of the date of ratification.

LETTER OF UNDERSTANDING #1

BETWEEN:

**IMPERIAL PARKING CANADA CORPORATION
SUITE 300 – 601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7**

Re: BC Interior

This Letter of Understanding shall apply to those employees of Imperial Parking Canada Corporation who are employed as Parking Lot Attendants and Patrollers at parking lots outside of the Lower Mainland of British Columbia. Except as specified below, all current and, upon expiry of the current Collective Agreement, any renegotiated provisions contained within the Collective Agreement shall remain in full force and effect. This letter is to be part of and attached to the Collective Agreement.

1. Definition

- (a) For the purpose of this Letter of Understanding "The Lower Mainland of British Columbia" shall mean the region encompassing the following territory:

North to: Pemberton, B.C.
South to: USA Border
East to: Hope, B.C.
West to: Greater Victoria, B.C.

2. Wage Rates

- (a) Minimum wage rates for those employees covered by this Letter of Understanding shall be as described in "Schedule C."
- (b) The job classifications for Attendant and Patrol positions shall be those described in "Schedule B" of the Collective Agreement.

3. Benefits

- (a) All Attendant, Patrol (III) (IV) and (V) employees regularly scheduled for a minimum of thirty (30) hours work per week shall be entitled to health and welfare benefits provided by the Employer. For these employees, the Employer shall provide and pay the cost of the benefits outlined in Clause 22 of the Collective Agreement.
- (b) All Attendant II and Patrol II employees regularly scheduled for less than thirty (30) hours work per week shall receive pay in lieu of benefits thirty-two cents (\$0.32) per hour.
- (c) Other employees covered by this Letter of Understanding shall not be entitled to any health and welfare benefits.

4. Cleaning Work

- (a) There shall be no Cleaner positions under this Letter of Understanding. All cleaning or maintenance duties may be performed by Attendants and Patrollers covered by this Letter of Understanding.

5. Maintenance Work

- (a) There shall be no Maintenance positions under this Letter of Understanding. All maintenance duties shall be performed either by
 - (i) Attendants and Patrollers covered by this Letter of Understanding and who have gained knowledge and skills to perform that work, or
 - (ii) non-bargaining unit personnel.

6. Flexibility

- (a) The Employer may utilize managers or supervisors to perform patrol and coin collection work in cities or towns where the Employer manages four (4) or less non-attendant parking lots.
- (b) The Employer may utilize managers and supervisors to perform some patrol and attendant work in any of the following circumstances:
 - (i) it is necessary to train or orientate new employees;
 - (ii) an employee is absent and there is insufficient time (not to exceed forty-eight (48) hours) for the Employer to re-schedule another employee prior to the commencement of the shift;

(iii) an employee is dismissed or resigns his or her employment with less than five (5) days working notice to the Employer; or

(iv) in emergency situations.

7. **Seniority/Job Postings**

(a) With respect to Clause 12 of the Collective Agreement the area covered by this Letter of Understanding and the Lower Mainland area shall be treated as mutually exclusive areas. An employee's seniority earned in one area shall not be deemed transferable to another area.

8. No employees shall be reduced in wages, status or hours as a result of this Letter of Understanding

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

Signed on behalf of the Union:

IMPERIAL PARKING CANADA CORPORATION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

Darren McCallan
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Nar Malhotra
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Shamin Derodra
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DENNIS MORGAN
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D. Morgan
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LETTER OF UNDERSTANDING #2

BETWEEN:

IMPERIAL PARKING CANADA CORPORATION
SUITE 300 – 601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS’
UNION, LCOAL 1611**
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7

Re: Patrollers Bonus Program Lower Mainland

This Letter of Understanding shall apply to those employees of Imperial Parking Canada Corporation who are employed as Parking Patrollers at parking lots in Lower Mainland of British Columbia. This letter is to be part of and attached to the Collective Agreement.

The Patroller Bonus Program shall operate as follows:

Once the Patrollers, as a group, have written in excess of fifty thousand (50,000) violations in any quarter (1/4) year (ending March, June, September and December) all violations between fifty thousand and one (50,001) and fifty five thousand (55,000) would trigger a contribution by the Employer to the Bonus Pool of \$1.00 per valid violation. All violations in excess of fifty five thousand (55,000) would trigger a contribution rate of \$2.00 per violation to the Bonus Pool.

At the end of any quarterly period, each Patroller, would be paid out of the Bonus Pool an amount equal to the percentage of hours worked by him or her.

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

Signed on behalf of the Union:

IMPERIAL PARKING CANADA CORPORATION

CONSTRUCTION AND SPECIALIZED WORKERS’ UNION LOCAL 1611

Darren McClelland
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Shamin Desodra
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LETTER OF UNDERSTANDING #3

BETWEEN:

**IMPERIAL PARKING CANADA CORPORATION
SUITE 300 – 601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7**

Re: Patrollers Bonus Program BC Interior

This Letter of Understanding shall apply to those employees of Imperial Parking Canada Corporation who are employed as Parking Patrollers at parking lots in the Interior of British Columbia restricted to Kelowna and Kamloops, whereby the Employer and the Union agree to enter into a Patroller Bonus Program.

The Patroller Bonus Program shall operate as follows:

Once the Patrollers, as a group, have written in excess of eight thousand (8,000) violations in any quarter (1/4) year (ending March, June, September and December) all violations between eight thousand and one (8,001) and eleven thousand (11,000) would trigger a contribution by the Employer to the Bonus Pool of fifty cents (\$0.50) per valid violation. All violations in excess of eleven thousand (11,000) would trigger a contribution rate of one dollar (\$1.00) per violation to the Bonus Pool.

At the end of any quarterly period, each Patroller shall be paid out of the Bonus Pool an amount equal to the amount of hours worked in the specific quarter.

Bonuses shall be paid on "valid" violations. If the company loses the right to search license plates of ticketed vehicles in order to collect monies owed, then this bonus program shall be terminated. If the program is terminated, all monies in the pool at the time shall be paid out as outlined in this letter of understanding.

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

Signed on behalf of the Union:

IMPERIAL PARKING CANADA CORPORATION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION LOCAL 1611

Darren McClelland
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Shamin Desai
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LETTER OF UNDERSTANDING #4

BETWEEN:

**IMPERIAL PARKING CANADA CORPORATION
SUITE 300, THE STATION
601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7**

Re: Lot Manager – Attendant VI

The parties agree to establish a new job classification titled Lot Manager – Attendant VI. This Letter of Understanding shall apply to those employees of Imperial Parking Canada Corporation who are employed as Lot Manager – Attendant VI. This letter is to be part of and attached to the Collective Agreement. Except as specified below, all current and, upon expiry of the current Collective Agreement, any re-negotiated provisions contained within the Collective Agreement shall remain in full force and effect.

Lot Manager – Attendant VI

- a) Shall be required to perform the duties of a Lot Manager (Attendant V) as listed on Schedule B of this Collective Agreement.
- b) The requirement to have worked a minimum of one (1) year as an Attendant IV is not a mandatory prerequisite for the Attendant VI position.
- c) An employee who is awarded an Attendant VI position shall be subject to an "evaluation period" of three (3) months. At any time during that period, the employee or Employer may elect to return the employee to his/her previous bargaining unit position without loss of seniority.
- d) An employee who elects to leave the Attendant VI position after the evaluation period of three (3) months shall have no bumping rights within the bargaining unit.
- e) An applicant may be subject to a client interview as part of the job posting process.
- f) The Attendant VI wage scale shall be reflective of the fact that there shall not be any compensation for commissions on any ticket violations written or vehicle tows ordered while performing the Attendant VI duties.
- g) If there are no internal applicants who apply for an Attendant VI position, or, if the client deems internal applicants unacceptable, then the client may fill the position from outside the bargaining unit.

If more than one (1) internal applicant applies, and if the client deems an internal applicants as acceptable, then the client may fill the position based on the job requirements with seniority not being a factor.

It is agreed by the parties that this Letter of Understanding shall apply for the term of this agreement. Thereafter, any future negotiated rates of pay for this classification shall be applicable.

Lot Manager/Attendant VI – Wages

	June 1, 2010	June 1, 2011 2%	June 1, 2012 2%	June 1, 2013 2%
start	\$15.97	\$16.29	\$16.62	\$16.95
6 months	\$16.16	\$16.48	\$16.81	\$17.15
1 year	\$16.60	\$16.93	\$17.27	\$17.62
2 years	\$16.75	\$17.09	\$17.43	\$17.78
3 years	\$16.91	\$17.25	\$17.60	\$17.95

NOTE: In lieu of a wage increase effective June 1, 2010 (year 1) the following signing bonuses shall be paid upon ratification of the new Collective Agreement by the employees:

- \$500.00 to each Full Time Employee,
- \$250.00 to each Part Time Employee, and
- \$150.00 to each Casual Employee

Signing bonuses shall be paid only to active employees as of the date of ratification.

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

Signed on behalf of the Union.

IMPERIAL PARKING CANADA CORPORATION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611

Dario McClelland
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Nar Malhotra
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Shamin Derodra
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DENNIS MORGAN
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LETTER OF UNDERSTANDING #5

BETWEEN:

**IMPERIAL PARKING CANADA CORPORATION
SUITE 300, THE STATION
601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7**

Re: Company Owned Vehicle Policy

This Letter of Understanding relates to the use of Company owned vehicles and applies to all bargaining unit employees.

Employees' Duty of Care

Employees are only to use Company vehicles for work-related purposes. Any personal use of a Company vehicle must be expressly approved in advance by the employee's supervisor or manager.

Employees are expected to operate Company vehicles in a safe, courteous and lawful manner at all times. In this regard, it is understood that employees who are entrusted with Company vehicles owe the Company a duty of care.

Employees who, while operating a Company vehicle, are:

- (a) Involved in a motor vehicle accident
- (b) Experience or cause any damage or injury to any vehicle or person, or
- (c) Are issued a violation notice (i.e. ticket) or criminal charge by any law enforcement or by-law officer, shall immediately report this information to their supervisor or manager.

Discipline

Where an employee is found to have operated a Company vehicle in an unsafe, discourteous, negligent or unlawful manner her or she may be subject to discipline by the Company. The severity of the discipline shall depend on all of the relevant circumstances of the situation, including any mitigating factors.

It is understood and agreed that a serious disciplinary penalty shall normally result where an employee operating a Company vehicle:

- (a) Is found to have driven in a manner that is contrary to any applicable laws (including the Motor Vehicle Act and its Regulations);
- (b) Is found to have driven in an unsafe or negligent manner.

Vehicle Condition and Logs

Employees must tidy and clean all Company vehicles that they use at the end of each shift. This includes removing all debris, dirt and garbage from the vehicle. Where the vehicle is in disrepair or in need or mechanical attention, this must be immediately reported to the Company.

Employees should discontinue operating a Company vehicle where they have valid reason to believe that the vehicle is in need of repairs or is unsafe for further use.

Employees must refill the gas tank of Company vehicles at the end of each shift.

Employees must accurately complete their vehicle log at the end of each shift.

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

Signed on behalf of the Union.

IMPERIAL PARKING CANADA CORPORATION

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611

Darwin McLeod
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D. Morgan
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LETTER OF UNDERSTANDING #6

BETWEEN:

**IMPERIAL PARKING CANADA CORPORATION
SUITE 300, THE STATION
601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7**

Re: Company Vehicle Usage

This Letter of Understanding shall apply to all bargaining unit employees' of Imperial Parking Canada Corporation who are employed in the Lower Mainland of British Columbia, outside of the British Columbia Interior (BCI), (herein referred to as the "Lower Mainland Region"), whose boundaries are defined as per "The Letter of Understanding #1". Except as specified below, all provisions of the Collective Agreement shall apply. This Letter Understanding shall form part of and be attached to the Collective Agreement.

Lower Mainland Patrollers – Company Vehicle Usage:

All unionized Patrol Levels I, II, III, and IV in the Lower Mainland Region shall be provided with a company vehicle to be used to perform their work duties. Vehicles shall be assigned from the Company's head office location, and returned to said location at the end of each employee's shift. Vehicle related operating costs (fuel, maintenance, insurance, exterior cleaning) shall be the responsibility of the Company. Employees shall be subject to the terms outlined in "Letter of Understanding #5".

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

IMPERIAL PARKING CANADA CORPORATION

Darrel McCalla
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Darrel McCalla
Signature

Shamin Devodra
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Shamin Devodra
Signature

Signed on behalf of the Union.

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611

Nar Malhotra
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Nar Malhotra
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DENNIS MORGAN
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D. Morgan
Signature

LETTER OF UNDERSTANDING #7

BETWEEN:

**IMPERIAL PARKING CANADA CORPORATION
SUITE 300, THE STATION
601 WEST CORDOVA STREET
VANCOUVER, B.C.
V6B 1G1**

AND:

**CONSTRUCTION AND SPECIALIZED WORKERS'
UNION, LOCAL 1611
3542 KINGSWAY
VANCOUVER, B.C.
V5R 5X7**

This Letter of Understanding shall apply to all Unionized employees of Imperial Parking Canada Corporation who are employed in the B.C. Region, outside of the Lower Mainland of British Columbia who's boundaries are defined as per "The Letter of Understanding #1", except as specified below, all current and, upon expiry of the current Collective Agreement, any renegotiated provisions contained within the Collective Agreement shall remain in full force. This letter is to be part of and attached to the Collective Agreement.

Employee Benefits:

All Attendant III, Attendant IV, Patrol III and Patrol IV BCI Unionized employees, will be eligible for benefits (as described in Clause 22) after a period of three (3) months of employment has been completed.

Signed this 22nd day of March 2011.

Signed on behalf of the Employer:

IMPERIAL PARKING CANADA CORPORATION

Darren McClelland
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Shamin Derodra
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Signed on behalf of the Union.

CONSTRUCTION AND SPECIALIZED WORKERS' UNION, LOCAL 1611

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