

COLLECTIVE AGREEMENT

between

**PARKING CORPORATION OF VANCOUVER
(EASYPARK)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1004**



Effective from July 1, 2016 to December 31, 2020

(2016-2020)

**CUPE LOCAL 1004
TABLE OFFICERS**

Andrew LedgerPresident
Gary Parker 1st Vice President
Frank LeeSecretary-Treasurer
Dennis DonnellyRecording Secretary

**CUPE LOCAL 1004
BUSINESS AGENTS**

Andy HealeyBusiness Agent
Kirsten DaubBusiness Agent
Karen KindridBusiness Agent
Steve VartyBusiness Agent

EASYPARK REPRESENTATIVES

Sharon ChuUnit Chair & Shop Steward
Frank Lee.....Shop Steward
Jordan CueShop Steward
David LivingstoneShop Steward
My Thanh LuongShop Steward
Peter TomsuShop Steward

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THIS AGREEMENT was made and entered into 1ST day of July, 2016.

BETWEEN:

PARKING CORPORATION OF VANCOUVER
(Hereinafter referred as "The Corporation")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1004
(Hereinafter referred as "The Union")

OF THE SECOND PART

WHEREAS the Corporation is an Employer within the meaning of the "Labour Code of British Columbia Act", being Chapter 122 of the Statutes of British Columbia, 1973;

AND WHEREAS the Union is the bargaining authority for employees of the Parking Corporation of Vancouver except those excluded by the Act;

AND WHEREAS the parties hereto have carried on collective bargaining under the terms of the said Act and have reached an agreement as hereinafter expressed;

The parties hereto agree with each other as defined by the Articles, Schedules and Memorandums contained in the Agreement.

DEFINITIONS

For the purpose of this Agreement:

- "Annual Vacation Sign-Up" commences November 1 and will conclude November 30 of each year. The Vacation Schedule will extend from 1 January to 31 December of each year.
- "Availability Advice Notice" - Used by Regular Part-Time Employees to advise the Corporation of their availability for additional work. Such forms must be remitted to the Corporation each month for work occurring in the following month.
- "Demotion" means a change from an employee's position to a lower position.
- "Layoff" means discontinued employment as a result of a reduction of the amount of work to be done. Should work become available, employees will be recalled in accordance with Article 11.7 of this Agreement.
- "Leave of absence with pay" means to be absent from duty with permission and with pay.
- "Leave of absence without pay" means to be absent from duty without pay, but with permission from the Employer. Such permission shall not be unreasonably withheld.
- "Probation" shall mean the first ninety (90) calendar days continuous employment on appointment of new employees to the Corporation. In the case of Part-Time Employees a further extension not

to exceed an additional forty-five (45) calendar days may be required in accordance with Article 11.3.

- “*Resignation*” means a voluntary written notice by the employee that they are terminating their service on a specified date.
- “*Rest Period*” is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
- “*Promotion*” shall mean a move from one position to another as provided for under Article 11.4 of this Agreement.
- “*Spare Board*” - The system through which Regular Part-Time Employees make themselves available for additional work vacated due to shift changes/vacancies, sicknesses, emergencies or vacations.
- “*Shift*” shall mean the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period.
- “*Termination*” is the separation of an employee from employment.

ARTICLE 1 - TERM OF AGREEMENT

1.1 Term of Agreement

This Agreement shall be for the period from and including July 1, 2016 to December 31, 2020 and from year to year thereafter 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 or immediately preceding September 1st in any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

1.2 Continuation of Agreement

Should either party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment, until:

- (a) the Union shall give notice to strike (or until the Union goes on strike); or
- (b) the Corporation shall give notice of lockout (or the Corporation shall lockout its employees); or
- (c) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement;

whichever is the earliest.

1.3 Section 50 Labour Code

The operation of *Section 50 of the Labour Code of British Columbia* is hereby excluded.

ARTICLE 2 - RECOGNITION

2.1 Union Recognition

The Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees covered by this Agreement, in accordance with the Union Certificate of Bargaining Authority.

2.2 Union Designate

The Corporation also recognizes any person elected or designated to act as a representative of the Union, such representative(s) shall be granted access to Corporation premises at all reasonable times upon notifying the Chief Executive Officer or designate. Any Union Officer, including designated representatives, shall be recognized by the Corporation in discussing any matters pertaining to the Collective Agreement.

2.3 Bulletin Boards for Union Notices

The Corporation gives the Union authorization to install bulletin boards for Union notices provided:

- (a) such bulletin boards are not visible to the public
- (b) all costs including installation and maintenance are assumed by the Union
- (c) locations for installation of bulletin boards are approved by the Corporation in advance; and
- (d) the content of individual bulletins will relate specifically to Union business and activities without negatively impacting the Corporation's day to day operations or relations between the Corporation and the Union.

ARTICLE 3 - UNION SECURITY

3.1 Union Security

All employees of the Corporation, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All new employees shall as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

3.2 Union Dues

Deductions shall be made from payroll on a biweekly basis and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month accompanied by a list of the names, addresses and classification of the employees from whose wages and deductions have been made.

3.3 Bargaining Authority

It is understood and agreed that the Union is the sole and exclusive bargaining authority for all employees of the Corporation except those specifically excluded in the Certificate of Bargaining Authority and that neither the Corporation nor any employee within the Union's jurisdiction shall enter into any written or verbal agreement as to wages or working conditions exclusive of this Agreement or such interim Agreements as may be negotiated by the parties to this Agreement.

ARTICLE 4 - REMUNERATION

4.1 Payroll Policies

Effective January 1, 2014:

The Corporation shall pay wages biweekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day the employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and reductions. The employee shall receive their

pay by direct deposit on Thursday in the forenoon. In the event that pay day falls on general holiday, the employee shall receive their pay cheque in the forenoon of the last working day prior to the general holiday.

4.2 Special Pay Cheque Requests

Pay cheques will be available one (1) day early, upon one (1) week of notice by an employee, providing the request is for good and valid reason.

4.3 Canada Savings Bonds

Purchase of Canada Savings Bonds through regular payroll deductions will be available to those Full-Time Employees requesting these arrangements.

NOTE: no longer available as of November, 2017.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.1 Standard Work Day

The standard working day shall be nine and one-half (9½) hours inclusive of coffee breaks of fifteen (15) minutes in the forenoon and in the afternoon. The above hours shall be exclusive of the one-half (½) hour lunch period.

5.2 Standard Work Week

The standard work week shall be four (4) nine and one-half (9½) hour shifts as outlined in Article 5.1 above. The standard work week shall be Sunday through Saturday.

5.3 Rest period Entitlements

Rest periods with and without pay will be based on the following:

- (a) All shifts consisting of five (5) hours or less shall receive a fifteen (15) minute paid rest period.
- (b) All shifts consisting of more than five (5) and up to six (6) hours shall receive thirty (30) minute unpaid lunch period.
- (c) All shifts consisting of more than six (6) and up to eight (8) hours shall receive thirty (30) minute unpaid lunch period and a fifteen (15) minute paid rest period.
- (d) All shifts consisting of eight (8) hours or more shall receive a fifteen (15) minutes paid rest period in the forenoon, a fifteen (15) minute paid rest period in the afternoon and a thirty (30) minute unpaid lunch period.

NOTE: All graveyard shifts will receive a paid lunch break as no relief staff are available.

5.4 Days of Rest

The Corporation agrees to give Full-Time Employees two (2) consecutive days off. The third day off will be dependent upon scheduling.

5.5 Overtime Rates

Overtime will be paid at two (2) times the regular hourly rate for hours worked in excess of nine and one-half (9½) hours in any one day or thirty-eight (38) hours in any one standard work week.

5.6 Posting of Work Schedules

The Corporation agrees to post schedules for Regular Full-Time and Regular Part-Time Employees showing their scheduled days of work, such schedules to be posted at least ten (10) days in advance of the effective date of the schedule.

5.7 Working a Scheduled Day Off at Straight Time Rates

Any time worked by an employee on a scheduled day off during a week in which the employee was off work on any day because of a Statutory Holiday, sickness or authorized leave of absence will be on a voluntary basis. It is understood that such time will be paid at straight time unless the hours worked by the employee are in excess of nine and one-half (9½) hours in the day or thirty-eight (38) hours in the week. The Corporation agrees to notify the Union on any occasion upon which an employee works any such shift at straight time pay.

5.8 Notice of Shift Changes

The Corporation agrees to provide twenty-four (24) hours of notice to an employee of any change in the scheduled shifts. If it is not possible to give twenty-four (24) hours of notice to the employee, then the Corporation will pay overtime rates for all hours worked outside the scheduled shift within the said twenty-four (24) hour period. It is understood that the provision will not apply to the Assistants to the Lot Manager. In the case where a change of shift is necessitated because of a regularly scheduled employee not reporting for a shift the twenty-four (24) hours notice will not be applicable.

5.9 Time Management System - Grace Period

The Corporation will allow employees a five (5) minute grace period at the start of their shift to swipe in on the time Management System, to a maximum of fifteen (15) minutes per month. A monthly total of more than fifteen (15) minutes will be deducted from the following pay period.

5.10 Hours of Work and Overtime for Five (5) Day Work Week

- (a) *Hours of Work and Overtime for Five (5) Day Work Week* - The Corporation may establish five (5) day working schedules at new sites and for employees in the Customer Service and Assistant Equipment Maintenance classifications, in accordance with operational requirements. Where the Corporation establishes a five (5) day work schedule, the provisions of this Article 5.10 will apply.
- (b) *Standard Work Day* - The Standard Working day shall be eight (8) hours inclusive of two (2) coffee breaks of fifteen (15) minutes each; one in the first four (4) hours and one in the second four (4) hours. The above hours shall be exclusive of a one-half (½) hour lunch period.
- (c) *Standard Work Week* - The Standard Work Week shall be five (5) eight (8) hour shifts as outlined in the above. The Standard Work Week shall be Sunday through Saturday.
- (d) *Days of Rest* - The Corporation agrees to give Regular Full-Time Employees two (2) consecutive days off.
- (e) *Overtime Payments*
 - (1) All time worked in excess of the hours previously stated shall be paid for at a rate of double time of the employees straight time hourly rate of pay for hours worked in excess of eight (8) hours in any one day; and on regular days off.

(2) Time worked on Statutory Holidays shall be paid for at time and one-half times (1½x) the employee’s straight time rate of pay for the first eight (8) hours worked and double their straight time rate for any hours in excess of eight (8) hours. Employees working Statutory Holidays are also entitled to another day off with regular pay at a later date mutually acceptable to the Management.

(f) *Notice of Shift Change* - The Corporation agrees to provide twenty-four (24) hours notice to an employee of any change in the scheduled shifts. If it is not possible to give twenty-four (24) hours notice to the employee, then the Corporation will pay overtime rates for all hours worked outside the scheduled shift within the said twenty-four (24) hour period. In the case where a change of shift is necessitated because of a regularly scheduled employee not reporting for a shift the twenty-four (24) hours notice will not be applicable.

ARTICLE 6 - DEFINITION OF EMPLOYEES

6.1 Regular Full-Time Employee

Employees who are regularly scheduled to work a full thirty-eight (38) hour, four (4) day work week.

6.2 Regular Part-Time Employee

Employees who are regularly scheduled to work less than thirty-eight (38) hours per week.

ARTICLE 7 - VACATIONS WITH PAY

7.1 Vacation Entitlements

A Full-Time Employee shall receive annual vacation with pay, such vacation entitlement to be calculated as follows:

- 2 weeks vacation after 1 year of service4%
- 3 weeks vacation after 2 years of service6%
- 4 weeks vacation after 5 years of service8%
- 5 weeks vacation after 13 years of service10%
- 6 weeks vacation after 20 years of service12%

EXAMPLE:

The first 2 vacation periods will be 2 weeks.
 The 3rd vacation period to the 5th vacation period will be 3 weeks.
 The 6th vacation period to the 13th vacation period will be 4 weeks.
 The 14th vacation period to the 20th vacation period will be 5 weeks.
 The 21st and following vacation periods will be 6 weeks.

7.2 Vacation Pay Rate for Regular Full-Time Employees

Regular Full-Time Employees will receive vacation pay based on their pay rate at the time of their vacation.

7.3 Vacation Pay Rate for Regular Part-Time Employees

Regular Part-Time Employees will receive vacation pay based on the appropriate percentage of their earnings in the previous year.

7.4 Posting of Vacation Schedules

- (a) At the beginning of each calendar year an employee will have their appropriate vacation entitlements established in an “Annual Vacation Bank” which will be drawn against for the balance of that year until such entitlements are exhausted.
- (b) Vacation Schedules will be posted monthly commencing the first week in January and each month thereafter during each calendar year.

7.5 Authorization of Vacation Leave

Recognizing that vacation entitlements must not conflict or impede the orderly operation of the Corporation’s business, the following guidelines shall apply:

- (a) A Lot Manager and Assistant Lot Manager working from the same location may not be away on vacation at the same time.
- (b) Vacations may not be authorized by the Corporation during the months of November or December due to operating requirements; such vacations shall not be unreasonably withheld. A maximum of six (6) Employees shall be away during the Christmas/Boxing week(s).
- (c) Vacation periods will not exceed three (3) weeks at one time unless mutually agreed upon by the employee and the Corporation. Key factors influencing the Corporation’s decision to grant vacation for periods exceeding three (3) weeks include:
 - (1) Requirements for key personnel at specific lot locations; and
 - (2) Overall number of people that can reasonably be permitted to take vacation at any one time.

7.6 Shift Scheduling as a Result of Vacations

- (a) Lot Managers who are away on vacation will automatically have their shifts covered by the Assistant Lot Manager at that location.
- (b) Assistant Lot Manager shifts which become vacant as a result of vacations will have their work posted and filled by employees based upon their system-wide seniority and demonstrated ability and experience to perform the job.
- (c) All other work available as a result of vacations will be posted and filled by employees based upon their system-wide seniority and demonstrated ability and experience to do the job.

7.7 Shift Re-Scheduling as a Result of an Employee Requesting a Change in Vacation

In the event a Regular Full-Time Employee must re-schedule their vacation due to unforeseen circumstances, the following procedures shall apply:

- (a) The employee will advise the Corporation in writing, a minimum of three (3) weeks notice, that they must reschedule their vacation to another time in the calendar year stating:
 - (1) the reasons for the requesting a change; and
 - (2) the time period they wish to reschedule their vacation to.
- (b) Upon the Corporation receiving this request, the change will be granted provided it does not affect the Corporation’s normal business operations; such requests not to be unreasonably withheld.

(c) The employee will rearrange their vacation schedule with co-workers of the same job classification, to trade vacation periods. Such trades must be brought to the attention of the Corporation a minimum of three (3) weeks in advance of the original vacation time being taken or alternatively.

(d) In the event a change is approved, the following shall apply:

(1) Any Regular Full-Time Employee who has re-scheduled their work to relieve an employee who was scheduled to be on vacation, will continue to perform their new work assignment; and

(2) Any Regular Full-Time Employee who was to be on vacation will move to the top of the seniority list on the Spare Board for the period of time they were displaced. This is designed to provide the affected employee the greatest opportunity to make up lost work as a result of these changes.

7.8 Full-Time Employees Who Become ill Prior to or During Their Vacation

(a) In the event an employee is ill prior to commencement of their vacation period, such time will be designated as sick leave. On their return to work, they will have the opportunity to re-schedule their vacation to another time in the year which does not conflict with scheduled vacation entitlements for other employees.

(b) Should an employee become seriously ill during their vacation, such time will also be designated as sick leave provided a medical certificate is given to validate the same. Details governing duration of illness must be provided to determine the amount of time to be designated as sick leave, also, the time to be re-scheduled as "*vacation entitlement*", in that calendar year.

7.9 Part-Time Employees Wishing to Take Time Off in Lieu of Vacation Pay

Regular Part-Time Employees may, upon request, take time off for vacation in lieu of receiving a lump sum payment at the end of each calendar year for vacation pay.

Employees wishing time off in lieu of vacation pay must advise the Corporation no later than the 7th day of December in each calendar year; such entitlements being based upon on the employee's length of service and time worked during the current year.

7.10 Annual Vacation Sign-Up

(a) An Annual Vacation Sign-Up will commence October 15 and conclude November 15 of each year. The Corporation shall notify employees of their vacation schedule for the following year no later than December 1 of the year prior. The vacation schedule will extend from January 1 to December 31 of each year.

Any employee who does not choose their vacation period by this date shall forfeit their right to exercise their seniority only in terms of vacation preference for that given year.

(b) During the Sign-Up for Annual Vacations all Regular Full-Time Employees must schedule their full vacation entitlements; such scheduling to be based upon an employee's seniority.

(c) A notice governing the Annual Vacation Sign-Up will be issued October 1st each Calendar Year.

(d) A special form letter will be included with the notice to employees, providing employees the opportunity to select their 1st, 2nd and 3rd choice for vacation periods.

- (e) Vacation periods will be allocated by seniority. Wherever conflicts occur the 2nd or 3rd choice will be confirmed.
- (f) Each employee will be notified regarding their confirmed vacation periods; based upon an employee's seniority. The notification form shall be signed by both the employee and an officer of the Corporation.

7.11 Vacation Pay for New Employees

Annual vacations are based upon the "*calendar year*", January to December.

- (a) Regular Full-Time Employees commencing employment before 1 July of each calendar year will receive prorated vacation entitlements during their year of hire at the rate of .666 days per month.
- (b) Regular Full-Time Employees commencing employment after 1 July of each calendar year will receive a cash payout for earned vacation at a rate of four percent (4%) of their earnings calculated to December of that year.
- (c) Regular Part-Time Employees who convert to Full-Time employment status will be governed by the same provisions noted by (a) and (b) above, however the calculations of their vacation entitlements will be modified to reflect their years of service with the Corporation.

7.12 Vacation Pay on Termination

Should an employee terminate their employment with the Corporation prior to earning their full vacation entitlements, such advance vacation leave shall be deducted from their last cheque.

7.13 Banking Vacations Entitlements

Regular Full-Time Employees may, upon completing five (5) years of continuous service, bank one (1) week of vacation per year to a maximum of three (3) weeks at any one time. Any banked vacation entitlements taken by an employee will be paid out at the rate of pay at which it was earned.

Effective March 9th, 2009, Regular Full-Time Employees who have completed ten (10) years of service may have a maximum of four (4) weeks banked vacation to their credit at any one time.

7.14 Single Vacation Days

- (a) Operational requirements permitting, Regular Full-Time Employees may schedule up to one (1) week of their annual vacation entitlement as single vacation days off, subject to the following:
 - (1) Employees wishing to exercise this privilege in any year must notify the Corporation that they intend to do so in each year at the time they schedule their yearly vacation time off under Article 7.10.
 - (2) Employees wishing to exercise this privilege must provide the Corporation with a written request to do so at least two (2) weeks prior to each single vacation day they wish to take off.
- (b) The Corporation shall not unreasonably deny requests for single days of vacation under this Section (7.14), provided it is able to schedule a suitable replacement for the employee requesting the day(s) off.
- (c) Article 7.6 does not apply when the Corporation backfills for employees who avail of this privilege.

- (d) When two (2) or more employees wish to take the same day off under this Section (7.14), seniority shall apply, if the Corporation does not permit all those making such request to be off.

7.15 Vacation Payout

Effective March 9th, 2009, Full-Time Employees who have taken three (3) weeks of their annual vacation entitlement may bank their unused vacation in each year in accordance with the provisions of Article 7.13 or they may be paid out for such unused annual vacation at year's end.

ARTICLE 8 - SHIFT SCHEDULING AND SPARE BOARD POLICIES

8.1 Definitions

- (a) *"Spare Board"*- The system through which Regular Part-Time Employees make themselves available for additional work vacated due to shift changes/vacancies, sickness or emergencies.
- (b) *"Availability Advice Notice"* - The method used by Regular Part-Time Employees to advise the Corporation of their availability for work. Such forms must be remitted to the Corporation each month for work occurring in the following month.
- (c) *"Unassigned Part-Time Employee"* is an employee who has not secured a permanent shift or long-term coverage.

8.2 General Principles

- (a) Regular Full-Time and Regular Part-Time Employees shall have separate Seniority Lists.
- (b) Regular Part-Time Employees may work as many hours as they wish provided their hours are less than thirty-eight (38) hours per week.
- (c) New or vacated Regular Full-Time and Regular Part-Time shifts will be posted.

8.3 General Guidelines Governing Shift Selections

- (a) Regularly scheduled part-time shifts shall be allocated to those employees who currently work them.
- (b) Part-Time Employees may, from time to time, release the shift(s) they are currently working in order to fill another available shift(s), provided one (1) week of advance notice is given to the Corporation in writing.
- (c) Part-Time Employees may, if they wish, release one or more of the shifts they are working.
- (d) Part-Time shifts may be grouped together or filled individually, as exercised by an employee's seniority.
- (e) When shifts become available, and the Spare Board is exhausted for shift assignment, then overtime shifts will be assigned on a seniority basis.

8.4 Spare Board Policies and Procedures

- (a) Regular part-time work which is permanently vacated, including new shifts, shall be posted and shall be worked off the Spare Board until the shift is filled.
- (b) The Spare Board is the recognized system through which Part-Time Employees will be assigned to work vacated due to shift changes, sickness or emergencies or approved absences as defined in the Collective Agreement.

- (c) Unassigned Part-Time Employees who are not regularly scheduled to work part-time shifts must complete an “Availability Advice Notice” by the 15th of each month prior. New Availability Notices will be implemented each month. Repeated failure to provide an Availability Advice Notice may result in progressive discipline.
- (d) Regular Part-Time Employees wishing “additional” work may, prior to the beginning of each month, submit an “Availability Advice Notice” indicating their availability for additional work.
- (e) Regular Part-Time Employees and Unassigned Part-Time Employees shall be called upon for additional work in order of their seniority.
- (f) The Corporation shall not be required to call an employee if their regularly scheduled work conflicts with that work available off the Spare Board.
- (g) Shifts worked off the Spare board will be assigned on a temporary basis until such time as the employee who regularly works the shift(s) returns to work.
- (h) An “Availability Notice Report” will be prepared by the Corporation each month which lists those Regular Part-Time Employees who have made themselves available for additional work in that month. This report will be posted to all Lot locations during the first week of each month.
- (i) The Employer will make every effort to secure replacements for all short or long term absences.
- (j) Any Unassigned Part-Time Employee who does not accept at least forty percent (40%) of the shifts available through the bidding or call out process in any six (6) month period shall have their name removed from the Spare Board for a period of one (1) month unless the employee is/was unable to work for reasons completely beyond their control (such as but no limited to illness/injury or maternity/parental leave as defined in the *Employment Standards Act*, but excluding working for another Employer). The Corporation shall notify the Union before removing any name from the seniority list under this Section (8.4) and the parties shall discuss the matter, at the Union’s request, before the Employee’s name is removed.
- (k) Any Regular Part-Time Employee who does not perform any work for the Corporation in any six (6) month period shall have their names removed permanently from the Spare Board, unless the employee is/was unable to work for reasons completely beyond their control (such as but not limited to proven illness/injury or maternity/parental leave as defined in the *Employment Standards Act*, but excluding working for another Employer). The Corporation shall notify the Union before removing any name from the seniority list under this Section (8.4) and the parties shall discuss the matter, at the Union’s request, before the employee’s name is removed.
- (l) The Union and the Corporation shall mutually agree on text changes to the Availability Advice Notice and Availability Notice Report.
- (m) The Union and the Corporation shall mutually agree on call out procedures, currently described in an Addendum to 8.4.

ADDENDUM TO 8.4

1. Call out for shifts will be by seniority.
2. One call or electronic communication will be made for available shifts to all available employees.
3. Employees will indicate their preferred method of communication, by either text or voice call.

4. For shifts with a start time less than sixty (60) minutes from the time of the call out, or where the Employer receives notice after 11:30 pm of a next day shift to be filled that starts at 6:00 or 6:30 am, the first senior employee contacted who accepts will be given the shift.
5. For shifts with a start time more than sixty (60) minutes, but less than twenty-four (24) hours from the time of the call out, Employees will have up to sixty (60) minutes to return the call to advise they will accept an offer. Employer will call back the senior employee(s) who are offered shift(s). Employees who have not received a call back within sixty (60) minutes can assume they did not receive a shift offer.
6. For shifts with a start time more than twenty-four (24) hours from the time of the call out, Employees will have up to three (3) hours to return the call to advise they will accept an offer. Employer will call back the senior employee(s) who are offered shift(s). Employees who have not received a call back within three (3) hours can assume they did not receive a shift offer.

EXHIBIT I

AVAILABILITY ADVICE NOTICE

Please be advised that I am available for work off the Spare Board for the following month, as defined by my availability noted below.

Name (Print) _____
 Seniority # _____

Phone Number: _____
 Messages: _____

Current Shift Schedule

WORK LOCATIONS	DAYS	FROM	TO

Availability for Work

DAYS	FROM	TO

I understand and agree to be available for work as specified under "Availability For Work". It is understood that if the Corporation is unable to contact me, such available work will be assigned to the next most senior/available employee.

- Should I decline work when contacted by the Corporation, I waive my seniority rights as governed by Spare board practices and procedures for the balance of this month.
- Should I decline work when contacted by Corporation three (3) times during a two (2) month period, I waive my seniority rights as governed by Spare Board practices and procedures for a three (3) month period.
- Should there be a repeat of item #2 above within a twelve (12) month period, I waive my seniority rights as governed by Spare board practices and procedures for a six (6) month period.

 DATE

 SIGNATURE

ARTICLE 9 - STATUTORY HOLIDAYS

9.1 Recognized Statutory Holidays

(a) All hours worked on a Statutory Holiday shall be paid at one and one-half (1½) times the regular rate of pay. Only the days listed below shall be recognized as holidays:

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

And any other day declared by the Federal, Provincial or Civic Government to be a public holiday.

(b) In the event a Statutory Holiday falls on a weekend, the day proclaimed in lieu of the actual holiday shall be paid at one and one-half (1½) times the regular rate of pay.

9.2 Four Day Work Week

(a) It is recognized that regular Full-Time Employees working on a four (4) day work week are not entitled to Statutory Holidays with pay. If a Statutory Holiday falls on an employee's scheduled four (4) working days then that Statutory Holiday will be considered one of their three (3) days off. Regular Full-Time Employees will be reassigned to other shifts, some of which may be work performed by Part-Time Employees, so that Full-Time Employees are able to make up their four (4) days of work in that week.

(b) The exceptions are Christmas Day and Boxing Day when observed in the same week, in which case each employee may work three (3) days in that week and five (5) days the preceding week.

(c) Regular Part-Time Employees wishing to make up shifts that are reassigned to Regular Full-Time Employees may wish to make themselves available for work off the Spare Board.

(d) A Full-Time Employee working a four (4) day work week will have the option of working the Statutory Holiday if they would be regularly scheduled to work that day, rather than having the Statutory Holiday as one of their three (3) regular days off. As a result, they will still have their regularly scheduled three (3) days off during that week.

9.3 Payment of Statutory Holidays for Part-Time Employees

(a) Part-Time Employees who have worked on ten (10) of the thirty (30) calendar days preceding the holiday will be paid for such holiday at their regular rate.

(b) Regular rate shall be deemed to be the average of their hourly earnings exclusive of overtime for the hours they worked in the four (4) week period immediately preceding the work in which the general holiday occurs.

9.4 Alternate Day Off in Lieu of Statutory Holiday

When a Regular Full-Time Employee working on a five (5) day work week is required to work a Statutory Holiday, the Corporation agrees that it will use its best efforts to grant an alternate day off in lieu of the Statutory Holiday adjacent to the employee's regular days off. The Employee's preference as to the day off is to be indicated to the Corporation and will be granted wherever possible.

9.5 Assigning of Work on a Statutory Holiday

If a Regular Full-Time Employee is required to work on a Statutory Holiday, then the employee who is regularly scheduled to work that day will be given the first opportunity to work the Statutory Holiday shift. If more than one employee is regularly scheduled to work that day seniority shall be the determining factor.

ARTICLE 10 - WELFARE AND FRINGE BENEFITS

10.1 Notification of Eligibility for Corporation Benefits

Employees shall be notified by the Corporation upon the date of their eligibility for any benefits provided by the Corporation.

Full-time employees, who have successfully completed probation prior to achieving their Full-Time Employee status, shall be enrolled in the insured benefit plans under Article 10 on the first of the month following the date they achieve Full-Time Employee status. Employees shall be notified by the Corporation upon the date of their eligibility for any benefits provided by the Corporation. Part-time benefits premiums, pursuant to Article 10.4 shall remain in effect until the employee is enrolled in the plans.

10.2 Medical Services Plan

(a) The Corporation will provide and will pay the full cost of Medical Services Plan Benefits for Regular Full-Time Employees who have completed three (3) months service.

(b) The Corporation will pay the full cost of Medical Services Plan benefits on a month by month basis for Regular Part-Time Employees who have completed three (3) months service who work eighty (80) straight-time hours or more during each month in which such coverage will apply. The Corporation shall use a biweekly equivalent of the eighty (80) straight-time hour monthly requirement for full coverage of MSP benefits, calculated as follows:

$$\frac{80 \text{ hours} \times 12 \text{ months}}{26 \text{ pay periods}} = 37 \text{ hours biweekly}$$

In order to continue receiving the benefit of this subsection (b) after first achieving this benefit, eligible employees must thereafter continue their MSP coverage on a prorated payment basis under subsection (c) in any month in which their straight-time hours drop below eighty (80).

(c) This benefit is optional for Regular Part-time Employees after three (3) months of service, provided the employee contributes towards the extra portion of the cost of such benefits represented by that portion of thirty-eight (38) hours per week which they normally do not work.

10.3 Extended Health Benefits Plan

The Corporation will provide and pay the full cost of Extended Health Benefits which includes Vision Care coverage for all eligible Regular Full-Time Employees. Full-time Employees become eligible as soon as they have completed three (3) months of service.

(a) *Vision Care* - coverage is four hundred dollars (\$400) per person for Regular Full-Time Employees every two (2) calendar years.

(b) *Hearing Aids* - the coverage amount for Hearing aids shall be seven hundred and fifty dollars (\$750) every five (5) calendar years.

(c) “Spouse” means a Regular Full-Time Employee’s legal spouse, or a person who has been residing with the employee continuously for a period of at least one (1) year and has been publicly represented as the employee’s spouse in the community in which they reside.

(d) The insurer’s EHB Plan documents shall be amended to change the stated termination age so that eligible employees who work beyond sixty-five (65) years of age do not receive a reduction EHB Plan benefits while they are so working. In future coverage under the EHB Plan shall continue for employees who work until age seventy (70) or at retirement whichever is earlier.

10.4 Premium Paid To Regular Part-Time Employees

(a) All Part-Time Employees shall receive a four and one-half percent (4.5%) premium in lieu of benefits realized by Regular Full-Time Employees, pursuant to Article 10 where they are specifically excluded.

(b) Effective September 1, 2019, this premium will be increased to five percent (5%).

10.5 Group Life Insurance

Effective March 9th, 2009 the Corporation will provide and pay the full cost of Group Life Insurance and AD&D coverage for Regular Full-Time Employees who have completed three (3) months of service, in an amount equal to four (4) times each eligible employee’s annual salary to a maximum of two hundred thousand dollars (\$200,000).

10.6 Eligibility for Weekly Indemnity Benefits

(a) The Corporation will provide and pay the full cost of a Weekly Indemnity Plan for Regular Full-Time Employees who have completed three (3) months service. The amount of benefits will be sixty-six and two-thirds percent (66-2/3%) of normal wages to a maximum of six hundred dollars (\$600). The waiting period will be seven (7) calendar days which shall be covered by two (2) weeks Annual Sick Leave depending upon an employee’s entitlements as defined by Article 10.8.

(b) The Weekly Indemnity Plan will become available immediately when a Part-Time Employee becomes a Regular Full-time Employee, providing they have completed their probation period as a Part-Time Employee. If a Part-Time Employee has not completed their probation period prior to becoming a Full-Time Employee, the waiting period will then be three (3) months. For the purpose of credit of sick leave under Article 10.6 and 10.8, it is understood that two (2) weeks Annual Sick Leave means eighty (80) working hours per year.

10.7 Long-Term Disability Benefits and Conditions

The Corporation agrees to provide Regular Full-Time Employees, after three (3) months of service, a Long-Term Disability Plan. The Corporation will provide and pay the full cost of this plan; benefits to be sixty-six and two-thirds percent (66-2/3%) of normal weekly wages.

10.8 Annual Sick Leave Benefits and Conditions

(a) All Regular Full-Time Employees after three (3) months of service will receive up to eighty (80) working hours’ sick leave per year at full pay for the waiting period days prior to the Weekly Indemnity Plan coming into effect. The eighty (80) hours’ sick leave is prorated in the first calendar year of employment.

Twenty (20) hours of the eighty (80) hours’ sick leave may be taken as personal time in two (2) hour blocks with seventy-two (72) hour’s notice.

(b) At the conclusion of each calendar year, the employee shall receive a cash payout based on the unused sick time as follows, at which time accrued benefits are thereby canceled. A further credit of eighty (80) working hours' sick leave shall then be granted for the ensuing year,

- 100% payout for sixty (60) hours sick leave benefit remaining;
- 80% payout for forty (40) hours or more hours to less than sixty (60) hours sick leave benefit remaining;
- 50% payout for less than forty (40) hours sick leave benefit remaining.

10.9 Corporation Pension Plan

The Corporation will provide a mandatory Pension Plan which for all Regular Employees who meet the requirements of Plan membership. Regular contributions by the employee will be by payroll deductions and will be three and one-half percent (3.5%) of pensionable earnings up to the current YMPE and five percent (5%) of pensionable earnings beyond the current YMPE. The Corporation will provide information booklets governing the Corporation Pension Plan.

10.10 Length of Service Bonus

(a) Regular Full-Time Employees who have retired or sever their employment after eight (8) years or more of full-time service shall receive a bonus of one (1) day's pay per year of service with the Corporation.

(b) Regular Full-Time Employees who have retired or sever their employment with fifteen (15) years or more of continuous service shall receive a bonus of two (2) day's pay per year of service with the Corporation.

(c) Regular Full-Time Employees who become Part-Time Employees as a result of technological change or other reorganization will receive this length of service bonus at the time they change to Part-Time status, one time only.

(d) Employees who are dismissed shall not be eligible for these benefits.

(e) In the event of an employee's death this benefit will not apply, as Life Insurance Benefits are provided under Article 10.5.

10.11 Corporation Dental Plan

(a) The Corporation will provide a Dental Plan and all Regular Full-Time Employees after six (6) months continuous service will be eligible and will be required to join the Plan unless they are already covered under an existing Dental Plan. The Corporation will provide and pay the full cost of this Plan. The deductions for service provided under the Plan are on the following basis:

- Preventative/Basic.....No deductible
- Major Dental..... 50% deductible
- Orthodontics..... 50% deductible

(b) The Corporation will make information available governing the Corporation Dental Plan.

(c) "Spouse" means a Regular Full-Time Employee's legal spouse, or a person who has been residing with the employee continuously for a period of at least one (1) year and has been publicly represented as the employee's spouse in the community in which they reside.

(d)

- *Preventative/Basic Dental & Major Dental* - The combined yearly maximum paid under the Plan for these services shall be three thousand dollars (\$3,000).
- *Major Dental* – coverage shall provide for dental implant surgery provided that the cost of reimbursement for such surgery shall be in accordance with the alternate treatment provisions of the Carrier’s Plan – namely, the cost reimbursement for dental implant surgery will be as if the least expensive alternate treatment were used that would produce professionally adequate results.
- *Orthodontic Coverage* - The lifetime maximum per insured individual shall be four thousand dollars (\$4000).

10.12 Parking Privileges and Related Conditions

The following parking privileges are provided by the Corporation for the employees as a taxable benefit of employment. The same may be changed upon mutual agreement by the parties. Employees may opt in or out of these benefits with adequate notice.

(a) *Privileges*

The Corporation will provide, without charge and as a taxable benefit, designated parking for employees while on duty; up to and including one-half (½) hour before commencement and one-half (½) hour after completion of their shift. The taxable benefit amount will equal the most favourable parking rate incurred.

(b) *Collecting Pay Cheques*

Employees who are collecting their pay cheques will be provided ten (10) minutes parking without charge at CP #9. For all other Lots existing practices will continue.

(c) *Parking Procedures and Related Regulations*

- (1) Employees must accept a ticket upon entry and clearly PRINT their name and vehicle license number on the ticket; the same to be left at the exit booth for Supervisor authorization.
- (2) Employees park at their own risk.
- (3) Employee abuse will result in cancellation of the employee’s no charge parking privileges.
- (4) Parking privileges at any Lot may be granted to any employee once prior permission has been approved by a Supervisor; such permission shall not be unreasonably withheld.
- (5) Employee parking at new Lots coming on stream shall be subject to discussion between the parties.

(d) All Corporation employees will receive no charge parking privileges as a taxable benefit at CP #2 and CP #21 between the hours of 6:00 pm and 6:00 am. Twenty-four (24) hour parking privileges will be provided at CP #31 and CP #27, except when event rates are in effect at CP #27. The locations may be changed upon mutual agreement by the parties.

10.13 Employee Assistance Program

The parties shall arrange with a mutually acceptable carrier for the provision of a mutually acceptable Employee Assistance Program.

10.14 EI Premium Reduction Program

The employees' portion of the EI Premium Reduction Program shall be used by the Corporation to offset some of its cost in regard to Article 10.4, the Premium Paid to Part-Time Employees and some of its cost in regard to article 10.3, the Extended Health Benefits Plan.

ARTICLE 11 - SENIORITY

11.1 Definition of Seniority

Seniority is defined as the length of service in the bargaining unit and shall be used in determining transfers, demotions, layoffs, permanent reduction of the work force and recall. Seniority shall operate on a bargaining unit wide basis.

11.2 Probation Period for New Regular Employees

New Regular Full-time and Regular Part-Time Employees shall be on probation for their first ninety (90) calendar days and shall have no rights based upon seniority. An employee who successfully completes their period of probation will become a Regular Employee and shall have all the rights and benefits provided by this Agreement from the date the employee commenced employment. Regular-Full Time and Regular Part-Time Employees hired after March 9th, 2009, shall be on probation for the first ninety (90) calendar days or the first fifteen (15) shifts actually worked, whichever occurs latest.

11.3 Qualifications for Seniority

Seniority will be achieved for Full-Time Employees after ninety (90) calendar days. Seniority for Part-Time Employees will be achieved after ninety (90) calendar days, however this may be extended by a further forty-five (45) calendar days if the employee's probation period is extended.

11.4 Role of Seniority In Promotions and Transfers

(a) Selection

In making staff changes, transfers or promotions, appointments shall be made of the applicant with the required knowledge, ability and skills, and where two (2) or more applicants are capable of fulfilling the duties of the position, seniority or years of service shall be the determining factor.

(b) Part-Time Employee Trial Period

A Regular Part-Time Employee accepted in a full-time position vacancy shall serve a sixty (60) calendar day trial period. Upon successful completion of the trial period, previous service as a Regular Part-Time Employee shall be credited for seniority purposes. An employee not being successful, shall revert to the former position held, or may during the trial period, elect to return to their former position.

(c) Promotion to an Excluded Position

In the event an employee is promoted or appointed to a position excluded from the Union Contract, and such employee is subsequently demoted to a position for which the Union has bargaining authority, the Corporation shall have the right to place such an employee in the position previously held by the employee or in any vacant position for which the employee is qualified. The employee, if demoted, shall be credited with seniority earned before being promoted to an excluded position; subject to Articles 11.4(a) and Article 11.5.

Retention of seniority credits under this provision shall apply for up to one (1) year only following promotion or appointment to a position excluded from the Union contract.

11.5 Layoffs and Severance Pay in Lieu of Notice

If a reduction of staff or hours of work is necessary due to a shortage of work, the Corporation will advise each Regular Full-time and Regular Part-time Employee of the proposed reduction and the following procedures shall apply:

(a) When laying off an employee(s) within each classification, the last employee hired shall be the first employee laid off, based on length of service within the Corporation, provided that the senior employee can perform the job required. It is noted that this paragraph is subject to the Grievance Procedure of the Collective Agreement.

(1) Employees in a higher classification may be demoted to a lower classification;

(2) Probationers have no seniority;

(3) An employee who has been promoted from one (1) classification to another, and subsequently demoted to the lower classification shall within that lower classification, have seniority according to his length of service in the Corporation and shall, if a layoff occurs, be laid off accordingly; and

(4) An employee given notice shall have the right to bump a junior employee.

(b) Employees who are dismissed 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:

SERVICE	NOTICE OR SEVERANCE PAY
Up to 2 years.....	2 weeks
3 consecutive years.....	3 weeks
4 or more consecutive years.....	1 additional week, to a maximum of 8 weeks

(d) If an employee who has received severance pay is subsequently recalled and returns to work for the Corporation, they shall reimburse the Corporation for any portion of such pay which exceeds the period of layoff.

(e) Employees, who have a posted shift schedule, shall be issued a Record of Employment (ROE) at their request (stating either lack of work or layoff), if their regularly scheduled (posted) hours of work are reduced by thirty percent (30%) or more.

11.6 Laid Off Employees Who are Subsequently Recalled

Employees who have completed the probationary period, who are laid off and subsequently recalled within one (1) year, shall be credited with previous service for the purpose of determining length of service in connection with vacations and other benefits based on length of service.

11.7 Recall

In the case of employees who have completed the probationary period and are laid off due to lack of work, the Corporation 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 layoff until those employees who were laid off have been given a reasonable opportunity of recall as follows:

(1) 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.

(2) upon making contact with an employee, the Employer shall specify the time when the employee shall report for work.

(3) an employee who does not respond within forty-eight (48) hours of the initial attempt of the Employer to contact the employee, or who refuses to report for work shall be placed at the bottom of the list of employees eligible for recall under this clause notwithstanding the employee's seniority.

(4) an employee notified to return to work shall report at the time and place specified by the Employer for so doing, or in extenuating circumstances, within such extended period of time not exceeding fourteen (14) days from the date of the initial attempt of the Employer to contact them.

(5) an employee who is offered recall in a classification other than their own and who subsequently refuses such recall, in writing, due to inability or other cause shall lose their right to recall for that particular position. However, the employee shall retain their right of recall for all further job opportunities.

(6) an employee who is given layoff notice shall have the right to bump a junior employee.

(c) It shall be the employee's responsibility to keep the Corporation informed of the employee's telephone number and address for notification. If such information is incorrect, recall responsibility is canceled.

(d) Notwithstanding any of the provisions of this Agreement, a former employee shall have no preferential rights to re-employment after a period of two (2) years from the date on which they were laid off.

11.8 Job Posting

When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall immediately notify the Union in writing. When the position is to be filled, notice of the position will be posted in the Corporation's offices, cashier booths and on all bulletin boards so that all members in the bargaining unit will know about the vacancy or new position. The Corporation will use its best efforts to provide fourteen (14) days notice but in no case will notice be less than ten (10) days.

11.9 Content of Job Posting

Such posting shall contain the following information:

- (a) nature of position;
- (b) qualifications;
- (c) required education and knowledge;
- (d) skills;
- (e) shifts;
- (f) wages or salary rate, or range;
- (g) open to male and female; and
- (h) such qualifications may not be established in an arbitrary or discriminatory manner.

11.10 Outside Advertisements

No outside advertisements for any vacancy in the bargaining unit shall be placed until the applications of present employees in the bargaining unit have been fully processed; except that such vacancies may be filled on a temporary basis by outside advertisement. Unless the parties otherwise agree, the temporary replacement will not be eligible to bid for the position. If the temporary employee completes their probationary period, they shall then be a regular employee of the Corporation.

11.11 Reassignment of Employees Who Become Disabled

An employee who becomes disabled and is unable to perform their normal duties shall be guaranteed employment with the Corporation, within the bargaining unit in a position they are capable of fulfilling. It is agreed that such an employee shall be placed in the first available vacancy that the employee is capable of filling. The employee shall receive the rate of pay in accordance with the position being filled.

11.12 New Employee Training and Related Procedures

- (a) Employees are normally scheduled to work three (3) full days. The first two (2) days will be at either a twenty-four (24) hour facility or non-twenty-four (24) hour facility. The third day will be at the alternate facility.
- (b) To ensure a good and consistent level of training, an employee will receive three (3) days training from an experienced trainer as assigned by management. The assigned trainer must observe how the employee is progressing and is responsible for checking each transaction, giving advice, assistance and correcting errors or omissions as necessary.
- (c) A review should be done after three (3) more shifts have been completed; a progress report being prepared for the Supervisor to review.
- (d) Employees selected by the Corporation to provide on-the-job training to other employees shall be designated as "Trainers" and shall be paid a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours they work. The Corporation shall post a notice when it intends to hire trainers under this Subsection and in filling such postings, Article 11.4(a) shall apply. Those selected to be Trainers shall perform their normal duties when they are not training.
- (e) The Corporation shall post such a training opportunity when it intends to train an employee to cover for absences in the Assistant Manager PCP classification and in filling such postings, Article 11.4(a) shall apply.

ARTICLE 12 - SAFETY

12.1 Adherence to WorkSafe BC Regulations

All relevant regulations of the WorkSafe BC as to safety measures affecting any employees covered by this Agreement shall be observed and adhered to. First-Aid Kits will be maintained to WorkSafe BC standards.

12.2 Joint Occupational Health & Safety Committee

The parties to this Agreement have established a Joint Occupational Health & Safety Committee in order to discuss matters relating to occupational health and safety, and make recommendations to improve the overall safety and security of the Corporation's operations for the benefit of employees and customers.

(a) *Chairperson*

One (1) Corporation and one (1) Union Representative shall be designated as a joint chairpersons and shall alternate in presiding over meetings.

(b) *Schedule of Meetings*

It is agreed the meetings will be scheduled monthly.

Meeting dates for each meeting shall be set at the previous meeting and may be changed by mutual agreement.

Employees shall not suffer any loss of pay while attending the above noted meetings of the Joint Occupational Health & Safety Committee.

(c) *Committee Representation*

- Union.....2 Representatives
- Corporation.....2 Representatives
- Observer

Either party may invite one (1) additional person to be present at Joint Occupational Health & Safety Committee meeting as an “observer”.

(d) *Minutes of the Meeting*

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, the CUPE Representative and the Corporation shall each receive copies of the minutes.

(e) *Lot Inspection*

One (1) Union and one (1) Corporation Representative shall inspect all cashier attended Lots two (2) times per calendar year for safety hazards and report findings to the Joint Occupational Health & Safety Committee.

(f) “*Training*” refers to Joint Occupational Health & Safety matters only.

12.3 First Aid Training & Development

The Corporation agrees to cover the costs of tuition for the “*Standard or Emergency First-Aid Certificate*” Course available through St. John’s Ambulance. An employee must first submit a letter stating their intentions to enrol in the course; and the Corporation shall enroll the employee and pay tuition fees upon proof of successful completion.

12.4 OHS Training and Robbery Prevention Standards

Employees are advised to follow the procedures contained in the Corporation’s Policy Manual. A copy of these procedures will be readily available at every worksite.

Within six months of hire, the Corporation will provide conflict resolution, respectful workplace, robbery and violence prevention training. Refresher workshops will be provided to all employees at least once every five (5) years. The Corporation will consult with the Joint Occupational Health & Safety Committee on training material. The Corporation will enrol the employees and pay tuition fees as required.

In the event of a robbery, an employee will be offered leave with pay for the balance of their shift once they have given their report to the Police and Corporation. Additional time off may be granted at the discretion of the Employer.

12.5 WorkSafe BC Training

The Corporation agrees to cover the annual tuition for the Union Committee Members. The specific course to be identified and mutually agreed to by the parties.

12.6 Human Rights

The Corporation and the Union agree that any form of discrimination (including sexual harassment) will not be tolerated.

The current prohibited grounds of discrimination under the *BC Human Rights Code* are race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, gender identity, gender expression, sexual orientation, age and criminal or summary conviction for an offence that is unrelated to the employment of that person.

12.7 Respectful Workplace

The Corporation agrees to post signs in a prominent place in work locations, including all cashier exit booths, that read:

"This workplace promotes respect, health and safety."

ARTICLE 13 - ABSENCE FROM DUTY OF UNION PERSONNEL

13.1 Seniority While on Leave

The Corporation agrees that any Full-Time Officers of the Union will not lose their seniority in the Corporation while on a leave of absence for the purpose of performing duties as Officers of the Union. On retirement from such office, they may return to the service of the Corporation in their previous position.

13.2 Authorized Short-Term Leave for Routine Union Business

Officers of the Union may be granted short leaves of absence without pay for other Union business insofar as the operation of Corporation services will permit. Such leave shall be given precedence over any other applications for leave on the same day. There shall be a minimum of forty-eight (48) hours notice for such leaves, if practicable. Such leaves shall not be reasonably withheld.

13.3 Authorized Leave for Union Bargaining Committee

It is hereby covenanted and agreed that all future negotiations and bargaining will be carried out on behalf of the Union by a Bargaining Committee, of which not more than three (3) Corporation employees shall suffer no loss of pay for the time so spent.

13.4 Bereavement Leave

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave with pay and benefits within ten (10) days of the date of death in the case of death of a member of their immediate family. For the purpose of this clause, immediate family of the employee is defined as spouse, parent, grandparents, step-parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, child, grandchild, child of employee's spouse, grandparents of employee's spouse, legal

ward of the employee and relatives permanently residing in the employee's household. The Corporation may require proof of death and relationship.

Where the burial occurs outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) an employee shall be granted additional leave with pay for a further period of two (2) working days.

13.5 Mourners' Leave

Upon the submission of appropriate proof as required by the Corporation, employees shall be granted one (1) day's leave without loss of pay to attend a funeral as a mourner or pallbearer.

13.6 Medical Care Leave

- (a) Full-Time Employees shall receive reasonable leave of absence without loss of pay for Medical and Dental appointments to a maximum of sixteen (16) hours per year calculated on the basis of the calendar date of employment for that employee.
- (b) Part-Time Employees will receive prorated Medical care Leave when they have to attend a Doctor or Dentist appointment after they have been working Full-Time for at least two (2) weeks.
- (c) On request employees may be required to show proof of Medical or Dental Care.

13.7 Election Leave

Employees shall be allowed four (4) consecutive hours off without loss of pay before the closing of the polls in any Federal, Provincial or Municipal Election or Referendum.

13.8 Jury or Court Witness Leave

- (a) The Corporation shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or witness subpoenaed in any Court.
- (b) The Corporation shall pay such an employee the difference between their normal earnings and the payment they receive for Jury Services or Court Witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- (c) Time spent by an employee required to serve as a Court Witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

13.9 Citizenship Leave

An employee shall be allowed the necessary time off without pay to process their Canadian Citizenship application, with a minimum of one (1) weeks notice when possible.

13.10 General Leave

An employee may request a leave of absence without pay and without loss of seniority when they request such leave for good and sufficient cause. Such requests shall be in writing and approved at the sole discretion of the Corporation. Such leaves shall typically not be greater than six (6) months duration.

It is understood that an employee may reschedule their vacation to facilitate this leave, provided such time does not conflict with the provisions defined by Article 7 of the Collective Agreement. Such leaves shall not be unreasonably withheld.

In the event that a leave of absence of longer than one (1) month is granted under this Section (13.10), the employee shall be responsible for paying the full costs of maintaining their coverage under the following Benefit Plans: MSP (Article 10.2), EHB (Article 10.3), Group Life (Article 10.5) and Dental Plan (Article 10.11), provided the employee is enrolled in such Benefit Plans at the time the leave commences and provided further that the Carrier's Plan permits such coverage to continue during the leave period. The Corporation will require that employees taking leave to pay such costs in advance before the start of each month including retroactive payment for any part-month for which reimbursement may be required after the employee has been on leave for one (1) month. In order to ensure coverage, such cheques (or an acceptable electronic alternate, mutually agreed) in the full amount must be dated the 21st of each month for coverage on the following month.

13.11 Family Responsibility and Compassionate Leave

(a) Family Responsibility Leave

Regular Full-Time Employees are entitled to up to five (5) days of unpaid Family Responsibility Leave during each calendar year (January - December) pursuant to the applicable provisions of the *Employment Standards Act*.

Employees may elect to utilize personal time or sick leave credits (as per Article 10.8) on up to three (3) of these days in order to be paid for such days, with the result that only two (2) of their eligible Family Responsibility Leave days are unpaid. Such requests are to be submitted a minimum of one (1) week in advance, if possible, or in an emergency, with as much notice as possible.

Part-Time Employees are entitled to Family Responsibility Leave under the applicable provisions of the *Employment Standards Act*.

(b) Compassionate Leave

(1) All employees will be eligible to receive Compassionate Care Leave pursuant to the *Employment Insurance (EI) Act* for up to eight (8) weeks, without pay to care for a gravely ill family member (as defined in Article 13.4), provided the employee applies for and actually receives EI benefits covering the period of such leave. Seniority shall continue to accrue during such leave and the employee will be reinstated to employment after completing such leave into the position previously occupied or into a comparable position. Such requests are to be submitted a minimum of one (1) week in advance, if possible, or in an emergency, with as much notice as possible.

(2) In order to be eligible for leave to care for a gravely ill family member under this Subsection (b), the employee may be required by the Corporation to provide medical documentation proving that the family member in question was/is gravely ill.

(c) Personal Days

(1) Regular Full-Time Employees shall be granted personal leave with pay in each calendar year (January - December) as follows:

- Fire in the employee's home.....one (1) day
- Flood in the employee's home.....one (1) day
- Serious injury to a family memberone (1) day
- Any other crisis at the Corporation's discretionone (1) day

(2) Two (2) days leave with pay, will be granted to Regular Full-Time Employees on each occasion that the employee's spouse gives birth to or adopts a child. The Employee will provide the Corporation with the estimated due date.

(3) Employees may be required by the Corporation to show proof in the case of leaves under this Subsection (c).

13.12 Adoption, Parental & Pregnancy Leave

Adoption, Parental & Pregnancy Leave shall be provided by the Corporation as follows:

(a) Leave of absence without pay will be granted to a employee upon their request for a period of seventeen (17) weeks pregnancy leave in the case of a birth mother plus thirty-five (35) weeks parental leave in the case of the birth parent or an adopting parent, which period shall include the time both prior to and following the birth or adoption of a child.

(b) Before granting Adoption, Parental & Pregnancy Leave, the Corporation may require an employee to produce a Physician's Certificate verifying the pregnancy.

(c) When Adoption, Parental & Pregnancy leave is taken, the services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of any Pension, Medical or other Plan beneficial to the employee, and the Employer shall continue to make payments to the Plan in the same manner as if the employee were not absent where:

(1) the Employer pays the total cost of the Plan, or

(2) the employee elects to continue to pay their share of the costs of a Plan that is paid jointly by the Employer and the employee.

Benefits shall continue uninterrupted for a maximum period of one (1) year Adoption, Parental & Pregnancy leave (or for an additional period as per *Sections 50(3) and 51(12) of the Employment Standards Act* if the employee is certified to be unable to return to work for medical reasons related to the pregnancy) provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period if applicable.

An employee who is absent on Adoption, Parental & Pregnancy Leave for a period longer than one (1) year (or the additional period referenced above) and who wishes to continue benefit coverage shall prepay to the Employer the total cost of premiums for benefits to which the employee entitled for the additional period of leave, where applicable. In order to ensure coverage, the Employee shall submit notification of the additional leave time in writing to the Corporation four (4) weeks prior to the initial expected return date, except in emergent circumstances.

(d) In normal circumstances, an employee shall proceed on Pregnancy Leave one (1) month before the expected date of birth providing, however, at any time during the pregnancy the Corporation may require the employee to produce a Physician's Certificate as to her capability of working.

(e) In order to ensure an orderly return to work, an employee who has been granted Adoption, Parental & Pregnancy Leave shall notify their Supervisor at least four (4) weeks before they intend to return to work.

(f) An Employee shall be entitled to extend Adoption, Parental & Pregnancy Leave by up to an additional six (6) consecutive weeks leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

- (g) An Employee shall be entitled to extend Adoption, Parental & Pregnancy Leave by up to an additional twelve (12) consecutive weeks leave without pay where the child is certified as experiencing a physical, psychological or emotional condition.
- (h) (1) An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article shall be reinstated in all respects by the Corporation in the position previously occupied by the employee, or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (2) Where the Corporation has suspended or discontinued operations during the leave of absence granted under this Article, and has not resumed operations on the expiry of the leave of absence, the Employer shall, on resumption of operations and subject to seniority provisions in the Collective Agreement, comply with Subsection (1).
- (i) All other Adoption, Parental & Pregnancy Leave provisions covered by the *Employment Standards Act* shall remain in full force and effect.

13.13 Public Office Leave

Employees seeking an unpaid leave of absence for the purpose of participating as a candidate in elections for Federal, Provincial or Municipal office, or elections to any federally recognized Indigenous governing bodies, including but not limited to First Nations Band Councils, Indigenous Governments or Self-governments, will be granted an unpaid leave of absence provided that they apply in writing at least one (1) month prior to the commencement of the leave. Such leave will be available for up to a total of two (2) elected terms of office.

ARTICLE 14 - SETTLEMENT OF GRIEVANCES

14.1 Definitions

- (a) "*Grievance*" means any difference between the parties bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including whether the parties can settle any such matter through Arbitration.
- (b) Any claims by an employee or the Union pertaining to a violation of the *Constitution of Canada*, the *Human Rights Code* or the *Employment Standards Act*, or any other Labour Relations Legislation may be subject of a grievance which shall be processed in accordance with the Grievance Procedure. A claim filed in another jurisdiction that is also the subject of a grievance shall not proceed concurrently.
- (c) For the purposes of this Section "Officer of the Union" shall include any elected Officer of the Local Union, Representative or Shop Steward recognized by the Local Union.

14.2 No Interference or Stoppage of Work

All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Section without interference with or stoppage of work.

14.3 Grievance Procedure

Either party may initiate a grievance. If a grievance is and settled at any one stage of the grievance procedure then the grieving party shall have the alternative either to abandon it or proceed to the next successive stage within the time limits set out in each stage. By mutual agreement between the

Corporation and the Union, the processing of any grievance may begin at the third stage. The successive stages of the grievance procedure are:

(a) *First Stage*

The employee, accompanied by their Shop Steward or Union Representative, may within ten (10) days of the circumstances giving rise to the grievance, grieve the matter orally to the employee's immediate Supervisor. The grievance must be answered within ten (10) days of receipt of the grievance.

(b) *Second Stage*

If the two (2) parties are unable to agree at first stage, then within ten (10) days of receipt of an answer to the first stage grievance, the Union must take up the grievance in writing, with the Manager Employee Relations or designate. The answer to the second stage grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at second stage.

(c) *Third Stage*

If the two (2) parties are unable to agree at second stage, then within ten (10) days of receipt of an answer at second stage, the Union must take up the grievance in writing, with the Director of Operations (or designate). The answer to the third stage grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance at third stage.

Any dispute between the Employer and the Union which has been raised at the Labour Management Committee, but not resolved, may be submitted by the Employer or the Union directly to the Director of Operations. The parties agree to waive Stages 1 and 2 of the grievance procedure.

(d) *Final Stage - Arbitration*

If the two (2) parties are unable to agree at third stage, then within ten (10) days of receipt of an answer at third stage, the Union must notify the Corporation in writing of its intention to take the grievance to Arbitration.

Grievances which are not resolved at the third stage shall be submitted to a Single Arbitrator.

(1) *Arbitration*

In the event that a grievance is to be adjudicated the parties to the Agreement shall attempt to agree on naming the Arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Arbitration. The Arbitrator shall proceed as soon as practical to examine the grievance and render their judgement, and their decision shall be final and binding upon the parties and upon any employee affected by it.

Each party shall pay the fees and expenses of the Arbitrator. Expenses will include any disbursements incurred by the Arbitrators during their proceedings.

14.4 Time Limits

It is intended that grievances shall be processed as quickly as possible. If the grieving party does not appeal the grievance to the next successive stage within the specified appeal time limit the grievance shall be deemed to be abandoned and shall not thereafter be reinstated. If the responding party does not answer the grievance within the specified answer time limit for each stage, then the grievance shall automatically proceed to the next higher stage. Notwithstanding the above, the appeal and answer time limits as specified may be extended by mutual agreement. "*Days*" means working days and excludes Saturdays, Sundays and Statutory Holidays.

14.5 Grievance Troubleshooter

As an alternative to Arbitration under the above sections, the parties may mutually agree, on a case by case basis, to refer any grievance to a mutually agreed upon grievance troubleshooter under this section. The troubleshooter agreed to by the parties shall:

- (a) Investigate the difference;
- (b) Define the issue in the difference; and
- (c) Make written recommendations to resolve the difference within thirty (30) days of their receipt of the request.

The parties agree that the recommendation of the troubleshooter shall be final and binding. Each party shall pay its own expenses and one-half (1/2) of the compensation and expenses of the troubleshooter.

This section is intended to be non-prejudicial and the parties shall not rely upon any matter arising out of an application of this section in any other interpretation of this Agreement or at any subsequent hearing or proceeding under this Agreement or under the *Labour Relations Code of B.C.*, without the mutual consent of both parties.

ARTICLE 15 - LABOUR MANAGEMENT COMMITTEE

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

15.1 Committee Terms of Reference

The Terms of Reference for the Committee shall be as follows:

- (a) considering recommendations governing Labour/Management activities so that better relations may exist between the Employer and employees;
- (b) improving and extending services to the public;
- (c) reviewing suggestions from employees;
- (d) correcting situations before they cause grievances.

15.2 Chairperson of the Meeting

One (1) Corporation and one (1) Union Representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

15.3 Schedule of Meetings

Below is a schedule of regular meetings to be held by the Labour Management committee (LMC).

- January
- April
- July
- October

Specific times and dates will be determined by the Committee, however, it is agreed that a predetermined and regular schedule of meetings is desirable in order that effective communications are maintained by the parties.

Employees shall not suffer any loss of pay while attending the above-noted meetings of the Labour Management Committee. Employees who attend Committee meetings when they would otherwise be off duty shall be paid their normal and regular straight-time rate for actual time spent when so attending (no minimum guarantee). Overtime rates shall not apply in such situations and the time involved shall not be considered as time worked for any purposes of qualifying for future overtime.

15.4 Committee Representation

- Union 3 Representatives
- Corporation 3 Representatives
- Observer

Either party may invite one (1) additional person to be present at LMC meetings as an “*Observer*”.

15.5 Minutes of the Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Corporation shall each receive copies of the Minutes.

15.6 Issues Referred to the Labour Management Committee

Issues raised during negotiations will be referred to the Labour Management Committee for further study and resolution. It is agreed by the Union and the Corporation that when the parties reach a mutual understanding and agreement regarding the issues, that the same will be covered by Letters of Understanding.

15.7 Standing Items

Technological change shall be a standing item on the Labour Management Committee meeting agenda.

ARTICLE 16 - REMEDIAL COUNSELLING & EMPLOYEE FILES

16.1 Remedial Counselling

(a) Policy

It is the Corporation’s policy to maintain fair and equitable conditions of employment. This extends to ensuring that if it becomes necessary to correct deficiencies in employee performance or behavior through disciplinary measures, such measures will be constructively, systematically and fairly applied.

(b) General

It is intended that corrective actions be constructive in nature and designed to overcome the identified problem. Should the actions implemented not resolve the problem, dismissal may ultimately be necessary, however, a recommendation to dismiss an employee would only be made once reasonable problem solving (see Article 16.3) and progressive disciplinary efforts have failed.

Unfair disciplinary measures against employees can undermine the morale within a work unit and it is generally an accepted principle that employees respect fair and consistent discipline policies. Failure to administer disciplinary actions where warranted can result in implied endorsement of the offence, and the alienation of other employees. Therefore, it is the Corporation’s intention that the discipline policy should:

- be recognized by employees to be improvement oriented, corrective and educational in its intent and application;
- improve efficiency and reduce re-occurrence of below standard performance or behavior;
- be administered in a consistent manner, without undue delay and impose the appropriate discipline required to achieve the desired objective.

16.2 Access to Records

- (a) An employee shall have access to all material in their personnel file at a time mutually convenient to the employee and the Corporation.
- (b) Examination of the contents of an employee's personnel file shall be in the presence of a person authorized by the Corporation.
- (c) An employee and the Union shall be provided with a copy of all letters of reprimand, censure, and any other document which may be the basis of disciplinary action at the time of filing.
- (d) Any employee, and the Union, upon request shall be entitled to receive a copy of any document contained within their file at the time of examination.
- (e) Should an employee dispute any entry or document in their personnel file, they shall be entitled to recourse to the grievance procedure within ten (10) days of becoming aware of the entry or document.

16.3 Notification of Unsatisfactory Performance

The Corporation may notify an employee and the Union in writing of any investigative process concerning their work, behaviours or attendance and hold a Problem Solving Meeting with the Employee.

The meeting will be held with forty-eight (48) hours notice. Such meeting will be used to review attendance and/or performance issues in a constructive manner. The Corporation will outline the issue(s) and the required corrective work behaviour. The Employee has a right to Union representation at such meetings.

Where there is a record of negative material on an employee's personnel file, the Corporation agrees to only consider for disciplinary purposes, incidents as follows:

- (a) In the case of cash shortages, incidents with less than twelve (12) months between each other; and
- (b) In all other cases, minor incidents with less than eighteen (18) months between each other.

Major incidents of sexual harassment, theft, fraud, violence and insubordination will form part of the disciplinary record for twenty-four months.

16.4 Cash Discrepancies

- (a) There will be no discipline or action taken for cash discrepancies under five dollars (\$5.00) or overages, to a maximum of four (4) incidents in a calendar year.
- (b) Any employee that has reached the stage of suspension for cash discrepancies would have the option of paying the Corporation the shortage, and no suspension would be imposed. If the employee paid, then discipline would be held at that level. Excessive and frequent cash outages may be subject to progressive discipline (excluding payment of cash shortages).

ARTICLE 17 - TECHNOLOGICAL CHANGE

17.1 Notice of Technological Change

The Corporation shall notify the Union by way of four (4) months advanced written notice, of an intent to introduce new technology which will displace an employee(s) or affects the terms and conditions or security of employee(s).

After receipt of such notice the Union will meet with the Corporation to discuss what impact the technological change will have on the job classifications and identify which employee(s) may be set back to a lower paying job classification, laid off under the terms of Article 11.5, or terminated.

17.2 Displacement Due to Technological Change

It is agreed that if a Regular Employee is displaced due to technological changes as interpreted in the *Labour Code of B.C.*, the employee will be given the opportunity to transfer to a current vacant position subject to the employee's ability and seniority, or the Employer will offer to train displaced employees for other suitable positions available within the Corporation. An employee who has been displaced to a job classification in the Agreement having a lower rate of pay shall receive the rate of pay with any subsequent increases for the job classification they held immediately prior to the displacement for a period of twelve (12) months and that rate less one-half ($\frac{1}{2}$) the difference between it and the rate of the new classification for a further twelve (12) months. At the expiration of twenty-four (24) months following the displacement, the displaced employee shall receive the rate for their new job classification.

17.3 Compensation for Displacement

A Regular Employee for whom no job is available because of technological change will upon termination, receive severance pay equal to two (2) weeks for each full year of continuous service to a maximum of sixteen (16) weeks. If an employee who has received severance pay is subsequently recalled and returns to work for the Corporation, they shall reimburse the Corporation for any portion of such pay which exceeds the period of layoff.

17.4 Employees who Decline Transfer or Training

Pay as provided in Article 17.3 will not be applicable where employees decline a transfer or training as provided under this Article, and as a result, terminate, notwithstanding 17.6(f)(3).

17.5 Technological Changes

Technical change shall include:

- (a) the introduction by an Employer of a change in his equipment or material from that equipment or material previously used by the Employer in their work, undertaking, or business, or
- (b) a change in which an Employer carries on their work, undertaking, or business related to the introduction of that equipment or material.

17.6 Technological Change – Full-Time Employees

This Article 17.6 applies to Full-time employees of the Corporation only. If a technological change is introduced that makes it impracticable for the Corporation to maintain twenty-seven (27) Full-Time positions, the Corporation shall make reasonable efforts to create alternate Full-Time employment for up to four (4) eligible incumbents as follows in order to maintain the requisite number of positions (inclusive of the alternate positions):

- (a) The parties shall meet, in the Labour Management Committee, at the request of either party, to discuss the creation of such alternate employment. Without limiting the generality of these discussions, the parties shall discuss the possibility of creating alternate employment comprising customer service, enforcement duties (excluding the work of trained security personnel), operations centre attendant, cashier attendant, lot attendant, maintenance duties, and any suitable other work that may be created as a result of the technological change.
- (b) Any new Full-Time position created as a result of technological change may include a standard work week of five (5) days.
- (c) Those eligible incumbents receiving alternate employment under this section must be productively employed (ie, they must perform functions and/or duties that the Corporation wishes to have performed).
- (d) Alternate employment that is created under this section, shall be offered to Full-Time Employees in order of seniority, provided that they have the required knowledge, skill and ability to perform the work in question after receiving a reasonable period of familiarization and training. Offers of such alternate employment, the appropriate wage rate for the work and associated training requirements will be determined by mutual agreement of the parties before any offer of alternate employment is made. Such mutual agreement shall not be reasonably withheld.
- (e) When introducing a technological change, the Employer may, after consultation between the parties in the Labour Management Committee, rearrange the normal and regular hours that are worked by employees generally (including those worked by Part-Time Employees) in accordance with the provisions of the Collective Agreement, so that no less than twenty-seven (27) Full-Time positions can be maintained, provided that an eligible incumbent, who has a compelling personal reason that makes it impossible for them to work a rearranged shift offered by the Employer, shall not be required to accept such shift. It is understood that a maximum of four (4) positions with rearranged hours under this section may involve split shifts, the definition of "shift" in the Collective Agreement notwithstanding.
- (f) If a technological change is introduced during the term of this Agreement that makes it impracticable (due to all other options being exhausted, including those in subsection (e) above), for the Corporation to maintain twenty-seven (27) Full-Time positions, and an eligible incumbent is not accommodated with the result that they no longer have Full-Time work, the following subsections shall apply:
- (1) The applicable displaced employee(s) may utilize their seniority to bump a less senior employee in accordance with the provisions of Article 11, or choose to be laid off to a maximum of the total reduction in headcount (that is, the total number of Full-Time positions being eliminated);
 - (2) The applicable displaced employee(s) shall have the option to utilize their seniority to work Part-Time (and/or spare board) hours in accordance with the provisions of the Collective Agreement. Such eligible incumbents under this subsection, and who avail of Part-Time and spare board hours, shall retain their right to recall to Full-Time employment pursuant to Article 11.7;
 - (3) Applicable employees who are laid off under this section may elect to take severance pay provided in Article 17.3; and
 - (4) The requisite number of Full-Time positions established by this section shall be reduced one for one (1 for 1) by each Full-Time Employee who takes severance pay under this section.

ARTICLE 18 - CALL-OUT**18.1 Call-Out**

When employees are called back to work after leaving the premises upon completion of their shift, such employees will receive a minimum of three (3) hours pay at straight time or actual hours worked at two (2) times their regular rate of pay, whichever is greater. Such double time shall not apply in the case of employees required to work immediately prior to commencement of their regular shift.

ARTICLE 19 - PRESENT CONDITIONS AND RIGHTS OF MANAGEMENT**19.1 Present Conditions**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess and which are known to Management, shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the Corporation and the Union.

19.2 Rights of Management

Any rights of Management which are not specifically mentioned in this Agreement and are not contrary to its intention shall continue in full force and effect for the duration of this Contract.

19.3 Corporation Policies

The Corporation will provide copies of Corporation policies, procedures and rules that will be readily available at every worksite

ARTICLE 20 - EMPLOYEE DRESS STANDARDS AND CLEANING PROVISIONS**20.1 Employee Dress Standards**

The Corporation and the Union agree to maintain an ongoing liaison regarding dress standards including improvements/changes which will complement the Corporation's overall objectives. Depending upon the circumstances associated with specific Car Parks, it may be necessary to modify such standards as appropriate, such modifications to receive mutual agreement.

Employee dress standards as follows:

- (a) Hair (including facial hair) must be groomed, clean and tidy.
- (b) Shirts, as supplied and maintained by the Corporation. Non-Corporation undershirts must be reasonably fitting. Dark or neutral solid colour pants, skirt or solid color dress shorts (no shorter than 4" above the knee).
- (c) All clothing items to be clean, pressed and professional.
- (d) Shoes which are clean and/or polished (no thongs/flip-flops/sandals/high heels).
- (e) Uniforms issued by the Corporation shall be gender appropriate reasonably fitting and appropriate unless otherwise requested by the employee. The Corporation shall replace uniforms that are worn out or damaged when they no longer meet the Corporation's clothing standards.

Uniforms are intended primarily for work duties and secondarily for travel to and from work.

“Professional” - It is mutually understood and agreed by the Union and the Corporation that *“Professional”* means: *“of decent appearance; fit to be introduced or worn at the work place”*.

20.2 Uniforms

The Corporation shall provide each Full-Time Employee with a basic set of uniforms which consists of at least two (2) short-sleeved shirts, two (2) long-sleeved shirts, one (1) vest and one (1) heavy jacket.

Part-time Employees will be provided with a similar set of uniforms in accordance with their shift requirements.

20.3 Laundry Service

The Corporation shall provide the option of laundry service for employee uniforms, which for Full-Time Employees shall include weekly pick up and drop off at the employee’s work location.

20.4 Uniform Disposal and/or Exchange

All old (worn out or damaged) uniform articles are to be returned to the Corporation for disposal and exchange.

ARTICLE 21 - WORK IN A HIGHER PAID CLASSIFICATION

21.1 Eligibility

When an employee temporarily relieves in or performs the principal duties of a higher paying position at a flat rate of pay, they shall receive the rate for that job. When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established they shall receive the rate in the salary range which is higher than their previous rate. The employee shall qualify for any pay increments based on their length of service in their temporary assignment.

The employee must work more than one (1) full shift in the higher rated classification in order to receive payment so that if one full shift is worked and another consecutive shift is started, the Corporation will then make payment for work in the higher classification to the start of the first shift.

This Clause shall not apply to any job which is entitled *“Assistant”* because the job rate for that classification shall be predicated on the Assistant filling in during an incumbent’s absence on vacation, illness or normal time off.

21.2 Exclusions

An employee shall not receive a higher rate of pay for acting in a senior capacity where they have been temporarily required to carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the four (4) day work week.

ARTICLE 22 - WORK IN A LOWER PAID CLASSIFICATION

22.1 Work in a Lower Paid Classification

When a Full-Time Employee is temporarily assigned to a position paying a lower rate their rate shall not be reduced. Temporary assignment means an assignment up to one (1) month.

ARTICLE 23 - JOB SECURITY**23.1 Job Security**


Recognizing the value of a stable workforce, the Corporation will wherever possible effect reductions in staff through attrition. If however, reductions in the workforce, reclassification of positions or splitting of shifts become necessary due to loss of parking contracts or reduced parking volumes, or a significant (material) change in business beyond the Corporation's control, including changes in landlord directions or requirements, such reductions or changes will only occur after being reviewed by the Labour Management Committee.

Notwithstanding the foregoing, it is further understood.

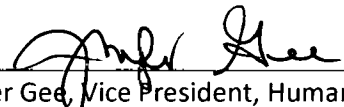
- (a) During the term of the July 1, 2016 to December 31, 2020, collective agreement, no Full-Time Employee will lose employment as a result of contracting out of work.
- (b) The provisions of this Article are "without precedent" and will not fall under the guidelines of Article 19.1 "Present Conditions".
- (c) This Article is only for the benefit of the existing bargaining unit and will not apply to any future (i.e. occurring after August 8, 2017) operations of the Corporation, owned or otherwise, unless otherwise negotiated by the parties.
- (d) The Corporation shall endeavour to provide Full-Time employment wherever appropriate, in this regard, the Corporation shall as much as is practicable, combine part-time hours to create Full-Time positions, provided it is cost effective on a case by case basis to do so and its operational requirements and/or its customer service objectives will be met as a result of so doing.
- (e) The Corporation shall maintain at least twenty-seven (27) Full-Time employees and at least ten (10) Part-Time Employees during the term of July 1, 2016 to December 31, 2020 Collective Agreement, provided there is no loss in parking contracts or reduced parking volumes, or a significant (material) change in business, including but not limited to technological change and/or changes to landlord directions or requirements. Such changes will only occur after being reviewed by the Labour Management Committee.
- (f) The Union understands that the Corporation must ultimately introduce changes, which are in the long term interest of the Corporation and its employees. As reductions in the workforce become necessary, the terms and conditions of the Collective Agreement as defined by Article 11 shall apply.
- (g) The Corporation shall endeavour to incorporate work in the bargaining unit rather than contracting out, provided there are employees in the bargaining unit who have the required knowledge, skill and ability to perform the work in question after a brief training period not to exceed twelve (12) hours and provided further that the use of bargaining unit employees meets the Corporation's operational requirements and/or the Corporation's customer service objective equally as well as contracting out and the work in question can be performed within the bargaining unit at the same or lower cost than contracting out.
- (h) For purposes of this Article 23, "Full-Time Employee" means an existing employee (i.e., one who was employed and had seniority as of December 31, 2009, holding a full-time position with the Corporation on or before ratification of the Collective Agreement). This may include an existing Part-Time Employee who successfully achieves full-time status with the Corporation after December 31, 2009.

SIGNED THIS 30th DAY OF July, 2018.

SIGNED ON BEHALF OF PARKING CORPORATION OF VANCOUVER:



Nigel Bullers, CEO



Jennifer Gee, Vice President, Human Resources



Heather Hogarth, Director of Operations

Kim Miller, Consultant

SIGNED ON BEHALF OF CUPE LOCAL 1004 (CLC):



Andrew Ledger, President



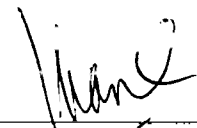
Karen Kindrid, Business Agent



Frank Lee, Bargaining Committee



David Livingstone, Bargaining Committee



My Thanh Luong, Bargaining Committee

SCHEDULE "A"

WAGE SCALES FOR LOT PERSONNEL

From July 1st, 2016 to December 31, 2020

Job Classification	Current	July 1, 2016		July 1, 2017		July 1, 2018		July 1, 2019		July 1, 2020	
		Incr	Hrly	Incr	Hrly	Incr	Hrly	Incr	Hrly	Incr	Hrly
Customer Service Assistant Equipment Maintenance (1-6 months)	15.13	.15	15.28	.23	15.51	<i>Employees in this classification move to the "over 12 months" rate upon ratification</i>					
Customer Service Assistant Equipment Maintenance (6-12 months)	15.93	.16	16.09	.24	16.33	<i>Employees in this classification move to the "over 12 months" rate upon ratification</i>					
Customer Service Assistant Equipment Maintenance (over 12 months)	18.03	.19	18.22	.28	18.50	.38	18.88	.42	19.30	.36	19.66
Attendant - Cashier (1-6 months)	16.93	.17	17.10	.26	17.36	<i>Employees in this classification move to the "over 18 months" rate upon ratification</i>					
Attendant - Cashier (6-12 months)	17.18	.17	17.35	.26	17.61	<i>Employees in this classification move to the "over 18 months" rate upon ratification</i>					
Attendant - Cashier (12-18 months)	17.68	.18	17.86	.27	18.13	<i>Employees in this classification move to the "over 18 months" rate upon ratification</i>					
Attendant Cashier (over 18 months)	18.75	.19	18.94	.28	19.22	.38	19.60	.42	20.02	.36	20.38
Lot Manager *	20.85	.19	21.04	.28	21.32	.38	21.70	.42	22.12	.36	22.48
Assistant Manager	20.85	.19	21.04	.28	21.32	.38	21.70	.42	22.12	.36	22.48
Manager, Car Park	21.85	.19	22.04	.28	22.32	.38	22.70	.42	23.12	.36	23.48

**Current incumbents are "Blue Circled" - no new incumbents to be hired into this position.*

LETTER OF UNDERSTANDING #1

PENSION PLAN

The parties will discuss the Union's concerns about the Pension Plan within ninety (90) calendar days of ratification of the Collective Agreement.

LETTER OF UNDERSTANDING #2

TRAINING

Within ninety (90) calendar days after concluding negotiations, the parties shall meet for purposes of developing a mutually agreeable training program in Labour Management Committee designed to increase the training and advancement opportunities for Full-Time and Part-Time Employees within the bargaining unit, recognizing the Union's desire to have training provided to some degree on the basis of seniority, provided that the cost of the program so developed is acceptable to the Corporation and addresses legitimate operational or customer service requirements.

LETTER OF INTENT #1

PARKING PRIVILEGES

Pursuant to discussions regarding amendments to Article 10.12 - Parking Privileges and Related Conditions, and in order to give meaning to the work “designated”, the Labour Management Committee agree to meet as soon as practically possible upon ratification of the Collective Agreement to:

- (a) identify Car Parks where staff traveling from their vehicle to the site booth is a significant safety issue. The findings of the “Violence” in the work place survey shall be a consideration in this matter;
- (b) embark upon a timely process whereby mutually agreed parking stalls which address this safety issue are determined;
- (c) provide a mechanism for review of the agreed stalls on an annual basis or in the event of an incident which affects the safety issue status of the Car Park, whichever comes first;
- (d) ensure all staff are made aware of such designations, and provided with whatever is required to implement same.