

# **COLLECTIVE AGREEMENT**

Between:

## **LIMO JET GOLD EXPRESS LTD.**

(hereinafter referred to as the “Company”)

And:

## **PUBLIC SERVICE ALLIANCE OF CANADA, LOCAL 05/21081**

(hereinafter referred to as the “Union”)

### **Article 1 OBJECTIVE**

1:01 The objectives of this Agreement are to maintain a harmonious relationship between the Company and its employees; to allow effective and efficient operation of the Company’s business subject to the provisions of this Agreement; to provide an amicable and equitable method of settling grievances or differences arising from the provisions of this Agreement and to maintain mutually satisfactory working conditions for all employees subject to the provisions of this Agreement.

### **Article 2 RECOGNITION**

2:01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement as set forth in the Certificate of Bargaining Authority issued under the Labour Relations Code of British Columbia.

2:02 The Company shall not require an employee to enter into a written or oral agreement which conflicts with a specific provision of this Agreement.

2:03 The Company and the Union shall jointly prepare, publish and distribute to each employee in the bargaining unit a copy of successive collective agreements between the parties within thirty (30) consecutive calendar days of the date of ratification in each case. The cost for this joint undertaking shall be shared equally by and between the Company and the Union and it is agreed that each such collective agreement shall be printed at a unionized print shop.

### **Article 3 DEFINITIONS**

3:01 The term “employee” is used for the purpose of this Agreement and shall mean:

- (i) Dependent Contractors who are also limousine drivers;
- (ii) Dependent Contractors who, while not driving limousine themselves, have directly engaged or employed third parties to drive limousine for them; and

- (iii) Limousine drivers directly employed by the Company (as opposed to limousine drivers employed by the Dependent Contractors).

3:02 The Company and the Union agree that the term “employee” shall not include any drivers engaged or employed by Dependent Contractors and the Certificate of Bargaining Authority issued to the Union under the Labour Relations Code of British Columbia specifically excludes these drivers.

3:03 The Company and the Union agree that the drivers engaged or hired by Dependent Contractors shall have no rights under this Agreement as there is no employment or contractual relationship between the Company and these drivers.

3:04 The Company and the Union agree that the Dependent Contractors who have engaged or employed drivers to work under the Company’s Licence shall be responsible for the compliance of the said drivers with the terms of this Agreement and any operating policies, regulations, procedures or directives instituted or provided by the Company.

3:05 The term “Dependent Contractor” is used for the purpose of this Agreement and shall mean:

- (i) an employee who owns his own limousine or is leasing a limousine from the Company or a third party and either driving the said limousine himself or employing a third party to drive the limousine.

3:06 It is agreed and understood that references to masculine gender shall be interchangeable with the feminine gender throughout this Agreement.

**Article 4 PROBATIONARY EMPLOYEES**

4:01 (a) The term “probationary employee” is used for the purposes of this Agreement and shall include all employees who have been employed by the Company for a period of four (4) consecutive months.

(b) During the probationary period, the Company shall determine in its sole discretion whether an employee is suitable for continued employment.

(c) The probationary period may be extended by mutual agreement between the Company and the Union.

**Article 5 UNION SECURITY**

5:01 All employees in the employ of the Company covered by this Agreement, and all new employees covered by this Agreement, shall, within thirty (30) calendar days of the execution of this Agreement, or within thirty (30) calendar days after entering employment with the Company, whichever date last occurs, become members of the Union and maintain membership in good standing with the Union as a condition of employment.

5:02 The Company shall be free to hire new employees provided such employees shall be eligible for membership in the Union and shall make application and become members pursuant to 5:01.

5:03 Employees who are members of the Union shall pay to the Union all initiation fees, dues and assessments in a form as directed and authorized by the Union.

5:04 Upon receipt of an employee's written assignment of wages with respect to such deductions outlined in 5:03, the Company will honour such assignment and the Company will deduct from the wages owing to each employee and remit to the Union, not later than the fifth (5<sup>th</sup>) of the calendar month such deduction and amount equal to such deduction.

5:05 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of any error committed by the Company.

5:06 The Company shall provide to the Union, on a quarterly basis, a list of names and addresses of employees in the bargaining unit employed by the Company.

#### **Article 6 UNION REPRESENTATIVES**

6:01 The Company recognizes employees who are appointed or elected as Shop Steward(s). The Union agrees to notify the Company in writing of the name(s) of the current Shop Steward(s) who are appointed or elected from time to time. The Union agrees that there shall be no more than one (1) Shop Steward or his alternate representing the operating shift at one time for the purposes of the grievance procedure.

6:02 In the exercise of his functions, the Shop Steward will first obtain the necessary permission from the Company prior to leaving his assigned duties to carry out any investigation of and/or settlement of formal grievances. Such permission shall not be unreasonably withheld.

#### **Article 7 MANAGEMENT RIGHTS**

7:01 The Union agrees that the management and control of the Company's business and direction and control of the Company's workforces are vested exclusively in the Company, subject only to the limitations imposed upon the Company by the express provisions of this Agreement. The Union further recognizes and agrees that the Company retains all customary rights, responsibilities, functions and prerogatives of management except as expressly modified or restricted by a specific provision of this Agreement.

7:02 The Union agrees that the Company shall be free to engage or employ new dependent contractors and add to the size of the Company's fleet so long as the new employees shall be eligible for membership in the Union and shall make application and become members pursuant to 5:01.

#### **Article 8 DAYS AND HOURS OF WORK**

8:01 The normal hours of work for the Company's business covered by this Agreement shall be set and may be modified by the Company according to the demands of the business.

## **Article 9 GRIEVANCE AND ARBITRATION**

9:01 Either Party to this Agreement may lodge a grievance with the other Party on any differences between the Parties concerning the alleged violation or the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Sept 2 of the Grievance Procedure.

9:02 Any difference arising between the Parties shall be resolved without stoppage or interruption of work.

9:03 Grievance Procedure

- (a) Any employee who has a grievance or complaint shall first discuss the matter in dispute with the Company (management or supervisor) concerned with the matter as soon as he becomes aware of the matter in dispute.
- (b) If a satisfactory settlement of the matter in dispute is not reached, the grievance shall be reduced to writing and contain the nature of the grievance, the relevant provisions of the Agreement in dispute, the remedy requested, the signature of the person(s) lodging the grievance or complaint and advanced as follows:

### Step 1

The grievor shall confer with his immediate supervisor within ten (10) calendar days of the filing of the grievance. A Union representative may be present if the employee so chooses.

The supervisor hearing the grievance shall advise the grievor in writing of the response to the grievance within five (5) calendar days of their meeting.

### Step 2

Failing a satisfactory resolve at Step 1, and within five (5) calendar days, the grievor and/or the Union representative shall confer with management of the Company in an attempt to resolve the grievance.

Management of the Company shall respond at Step 2 within five (5) calendar days of the meeting at Step 2.

### Step 3

Failing a resolve at Step 2, and within twenty-one (21) calendar days, either Party may refer the matter to arbitration by advising the other Party in writing of their intentions. If no such written

request for arbitration is received within the time limit the grievance shall be deemed to have been abandoned.

9:04 The time limits between Steps 1 and 2 in the grievance procedure may be extended by mutual agreement.

9:05 Arbitration Procedure

- (a) The Company and the Union shall endeavour to agree upon the selection of an acceptable arbitrator to hear and render a decision on the matter(s) in dispute referred from the grievance procedure. In the event the Parties are unable to agree upon the selection of an arbitrator, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint the arbitrator pursuant to Section 86 of the Labour Relations Code of British Columbia.
- (b) Once an arbitrator has been selected or appointed, the arbitrator shall convene a hearing, consider the submission of the Parties and shall endeavour to render their decision within fifteen (15) days of the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the Parties. Each Party shall bear half (1/2) the cost of the arbitrator.
- (c) Provided both Parties agree, the grievance may be referred to a three (3) person Board of Arbitration consisting of a Chairman, a representative selected by the Union and a representative selected by the Company. The respective representatives shall meet and select a Chairman who will convene a hearing into the dispute.
- (d) In the case of a three (3) person Board of Arbitration, each party shall be responsible for the costs and expenses of their representative and one-half (1/2) of the cost and expenses of the Chairman.
- (e) Once a Board of Arbitration has been selected or appointed, the Board shall convene a hearing, consider the submission of the Parties and shall endeavour to render their decision within fifteen (15) days of the conclusion of the hearing. The decision of the Board of Arbitration shall be final and binding on the Parties.
- (f) The arbitrator or Board of Arbitration shall be restricted to the strict authority set out in Section 89 of the Labour Relations Code of British Columbia with respect to the interpretation and application of the existing Agreement and shall have no authority or jurisdiction to alter, modify, delete or supplement this Agreement in any way.

9:06 Group Union and Policy grievances shall be admitted at Sept 2 of the Grievance Procedure.

9:07 The grievor filing an individual grievance shall have the right to be present at any stage of the Grievance Procedure.

## **Article 10 DISCHARGE AND DISCIPLINE**

10:01 The Company reserves the right to discipline, demote, suspend and/or discharge an employee for just and reasonable cause.

10:02 Without limiting the generality of subparagraph 10:01, the Company and the Union agree that failure on the part of the Dependent Contractors (that is, employees referred to in subparagraph 3:01 (i) and (ii) to pay the Company dispatch fees (referred to in Schedule 1) and any other outstanding sums within 30 days after due date may result in dismissal and reassigning of the Dependent Contractor's position. Such action shall be subject to grievance at step 3 of the grievance procedure.

10:03 An employee shall have the right to have a Shop Steward present during any discussion with the Company, the purpose of which is to administer disciplinary action or penalty.

The Company will, where practicable, notify the employee in advance of the meeting of the purpose of the meeting so that the employee will have a reasonable opportunity to have a Shop Steward present.

This provision shall not apply to discussions which involve the operational requirements of the Company and do not involve disciplinary action by the Company.

10:04 An employee disciplined/discharged for any cause will be notified in writing of the reasons for the discipline/discharge at the time of the discipline or, at the earliest possible date thereafter. A copy of the reasons for discipline will be sent to the Union.

10:05 The Company shall arrange for an employee to view his personnel file in the presence of both a Company representative and the Union representative.

10:06 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line without having such act deemed grounds for disciplinary action by the Company or otherwise to be a violation of this Agreement.

10:07 Whenever an employee is required by the Company to sign a document that reflects receipt of notification of discipline, the employee does so only to acknowledge receipt of the notice.

10:08 The Company shall make every reasonable effort to provide a Dependent Contractor with written notice prior to imposing discipline on any driver employed by the Dependent Contractor.

## **Article 11 HEALTH AND SAFETY**

11:01 The Company and the Union realize the benefits to be derived from adherence to BC Workers' Compensation Industrial Health and Safety Regulations safety rules, policies, safe work practices and procedures that promote and maintain a safe and healthy workplace.

The Company agrees to make reasonable provisions for the safety and health of its employees referred to in paragraph 3:01 (iii) only who are driving limousine during the hours they are actively at work.

- 11:02 (a) The Company shall not be responsible for making any provisions for the safety and health of the Dependent Contractors referred to in paragraph 3:01 (i) and (ii) or the employees of the Dependent Contractors driving limousine.
- (b) The Dependent Contractors hiring or employing their own drivers shall be responsible for making reasonable provisions for the safety and health of these drivers during the hours they are actively at work.
- (c) Each Dependent Contractor shall be responsible for and the cost of upkeep, maintenance, repair, inspection, safety and good appearance of his limousine, whether driven by the Dependent Contractor or his employee.

11:03 As concerns the Company's employees referred to in paragraph 3:01 (iii), the Union agrees to cooperate to promote the adherence to safety rules, policies, safe work practices and procedures.

11:04 Employees referred to in paragraph 3:01 (iii) shall immediately report to the Company any unsafe equipment, practice(s) or condition(s). The Company shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition.

11:05 The Company shall maintain a Safety Committee consisting of equal representation of employees and management which shall operate in accordance with the Workers' Compensation Board Regulations.

The Committee shall meet during regular work hours.

Minutes of the Safety Committee meeting shall be kept and posted on the bulletin board.

11:06 The Company and the Union agree to advise the other Party as to the nature of any protest or appeal relative to an employee's claim to the Workers' Compensation Board.

## **Article 12 DISPATCH FEES**

12:01 Dependent Contractors shall pay the Company dispatch fees in accordance with the terms negotiated between the Parties to this Agreement in the attached Schedule "A". All other terms contained in Schedule "A" shall be incorporated into this Agreement.

12:02 Employees who are directly employed by the Company as limousine drivers as defined in Section 3:01 (iii) in this Agreement shall be paid in accordance with the terms negotiated between the Parties to this Agreement in the Attached Schedule “B”.

12:03 The Company shall make available to the employees who are Dependent Contractors a statement outlining the receipts from the employees for the period for which payment is made, the amount of the payment and the nature and amount of deductions made.

## **Article 13 SPECIFIC LEAVES OF ABSENCE**

### **13:01 Bereavement Leave**

In the case of a death in the immediate family of an employee, the Company shall grant up to three (3) consecutive days’ leave of absence from regular scheduled shifts. It is understood that any employee claiming leave under this section may be required to provide appropriate verification of the event and that the days claimed were for the purpose of arranging, attending and traveling to the funeral.

For the purposes of this section, immediate family shall be: spouse, parents, children, brother(s), sister(s), grandparents, grandchildren, and parents-in-law.

### **13:02 Jury Duty**

An employee selected for jury duty or summoned or subpoenaed as a Crown witness will be granted a leave of absence for the duration of such service. The Company may hire or employ a temporary employee to replace the employee on a leave of absence for jury duty for the duration of such service.

An employee discharged from such duty before the end of his regularly scheduled shift shall contact the Company and advise the Company of their discharge from duty. The employee may be required to report to his shift upon his discharge from duty.

### **13:03 Pregnancy/Parental and Family Responsibility Leave**

(a) Pregnancy/Parental Leave for employees will be granted in accordance with the provisions of the *Employment Standards Act* of British Columbia. The *Employment Standards Act* states in Sections 50 and 51 as follows:

“Pregnancy Leave:

50.

(1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave:

(a) beginning

(i) no earlier than 11 weeks before the expected birth date, and

(ii) no later than the actual birth date, and

(b) ending

(i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

(ii) no later than 17 weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposed to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1)(b) must

(a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

(b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work."

"Parental leave:

51.

(1) An employee who requests parental leave under this section is entitled to,

(a) for a birth mother who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

(b) for a birth mother who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(c) for a birth father, up to 37 consecutive weeks beginning after the child's birth and within 52 weeks after that event, and

(d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

13:04 Leave of absence(s) granted in accordance with Article 13:01, 13:02 and 13:03 shall be unpaid leaves, in the case of employees referred to in subparagraph 3:01 (iii).

13:05 During leave of absence granted in accordance with Article 13:01, 13:02 and 13:03, the Dependent Contractors shall be responsible to pay the Company the Dispatch Fee and other charges delineated in Schedule "A" to this Agreement.

"Family Responsibility Leave:

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

(a) the care, health or education of a child in the employee's care, or

(b) the care or health of any other member of the employee's immediate family.

## **Article 14 VACATIONS**

This Article only applies to employees referred to in subparagraph 3:01 (iii).

14:01 Annual vacations for employees shall be granted in accordance with the following:

- (a) Following one (1) year continuous employment, two (2) weeks' vacation.
- (b) Following five (5) years' continuous employment, three (3) weeks' vacation.

14:02

- (a) During the vacation of the employee referred to in paragraph 3:01 (iii) only, the Company may hire or employ a temporary employee to replace the vacationing employee for the duration of the latter's vacation;
- (b) During the vacation of the Dependent Contractor, the latter may employ a replacement employee to drive his limousine. However, the Dependent Contractor shall be responsible, during his vacation, for the dispatch fee and any other charges he would normally be responsible to pay to the Company.

14:03 All employees shall become eligible for vacation on January 1<sup>st</sup> of each year. The Company and the Union agree to the principle of establishing a common anniversary date. An employee who has received his first vacation thereafter is eligible to receive subsequent annual vacations anytime on or after January 1<sup>st</sup> in the succeeding vacation year in accordance with the provisions of this Article.

14:04

- (a) Employees are encouraged to schedule and take all accrued vacation entitlements each vacation year.
- (b) Vacations must be scheduled and taken for unbroken periods of a minimum of one (1) calendar week unless the Company grants approval otherwise.
- (c) All earned vacation entitlements must be scheduled and completed within each vacation year unless otherwise approved by the Company.
- (d) Any unused vacation entitlement shall not be carried over to the subsequent year.

14:05 Employees on approved unpaid leave of absence will have their vacation entitlement for the current vacation year adjusted on a pro-rata basis as a result of their absence (e.g. a three (3) month leave of absence results in a vacation entitlement of 9/12ths of the employee's regular vacation entitlement on their return to regular employment).

14:06 Employees on annual vacation who are required to suspend their vacation as a result of a serious illness or disability may reschedule their unused vacation credits at some future mutually agreeable time within the vacation year.

14:07 The Company will attempt to grant the employee vacation at a time convenient to the employee, however, provided always that the efficiency of the operations would be constantly maintained. The Company reserves the right to limit the number of employees who schedule vacation time off at any one time.

14:08 The period for the advance scheduling of vacations will be the month of February in any calendar year. Employees who have qualified for annual vacation in accordance with 14:01 may submit their requests for vacation preferences. Vacation selections will be granted and confirmed based on seniority. Where two or more employees on the same shift request the same date(s) for vacation, the most senior employee will have first selection provided always that the efficiency of the operations is not compromised.

14:11 Following the month of February, vacation selections submitted will be granted and confirmed on a first come, first served basis.

#### **Article 15 LAY-OFF AND RECALL**

This article only applies to employees referred to in subparagraph 3:01 (iii).

15:01 In the event that, in the opinion of the Company, a reduction in the regular workforce is deemed necessary, a reduction in hours of work due to operational conditions, a total or partial shut-down due to emergency or force majeure at the Airport shall not constitute a lay-off for the purposes of this Article.

15:02 In the event that a reduction in the regular workforce is deemed necessary, the Company will first lay-off the probationary employee(s) and then the employee(s) with the least seniority provided that the ability of the employees affected are equal.

15:03 Seniority during lay-off will be retained as follows:

- (a) Employees with less than one (1) year continuous service at the date of lay-off shall retain their seniority and recall rights for three (3) months from the date of lay-off.
- (b) Employees with more than one (1) year continuous service shall retain their seniority and recall rights for six (6) months plus an additional month for each year's service to a maximum of one (1) year.

15:04 An employee on lay-off shall be recalled to his former position at the time of lay-off in order of seniority.

15:05 A recall to work is effected by the Company advising the employee by telephone or by registered mail at the number or address on file with the Company of the date and time that the employee is to be recalled to work.

The responsibility to ensure that the telephone number and address is on file with the Company is solely that of the employee.

15:06 An employee who fails to report for work when recalled from lay-off by reason that they were not reasonably available due to illness or disability shall bear the onus of satisfying the Company as to their illness or disability if so required.

15:07 No new employees will be hired to a position while employees with recall rights to that position are on lay-off.

#### **Article 16 GENERAL DUTIES OF THE COMPANY**

16:01 All management and office staff hired by the Company (who are not members of the Union or part of the bargaining Unit for which the Union is certified) who are involved in taking reservations from customers and dispatching limousine drivers shall be trained or provided training in customer relations and educated in all operating policies, rules and regulations of the Company by the Company.

#### **Article 17 DURATION OF AGREEMENT**

17:01 This Agreement shall be in effect from **midnight January 1, 2004 to midnight December 31, 2005** and from year to year thereafter unless the Union commences a lawful strike; or the Company commences a lawful lock-out, or the Parties mutually agree to enter into a new or further Agreement.

17:02 Either Party may give notice to the other Party at any time within the four (4) months preceding the expiry of this Agreement to commence negotiations for a new or revised Agreement.

17:03 By agreement of the Parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Relations Code of the Province of British Columbia are specifically excluded.

The Corporate Seal of **LIMO JET GOLD** )  
**EXPRESS.LTD** hereunto affixed in the )  
presence of: )

Steve Uppal – Vice President )  
(Authorized Signatory) )

Don Percifield – Consultant )  
Power Labour Relations )  
(Authorized Signatory) )

**PUBLIC SERVICE ALLIANCE OF CANADA** )  
)  
)  
Per: Joanna Schultz – Business Representative )  
(Authorized Signatory) )

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## Schedule 1

1.
  - (a) Dependent Contractors shall be responsible for all costs related to acquiring, operating and maintaining their vehicles and compensating persons who drive them, save and except as expressly provided otherwise by the Collective Agreement or agreed otherwise between a Dependent Contractor and the Company on a case by case basis.
  - (b) Each Dependent Contractor shall have the right to retain in full all fares received from customers of the Company providing that the Dependent Contractor pays when due all monies owed to the Company including, but not limited to, the monthly dispatch fee.
  - (c) All Dependent Contracts shall also pay the Company any other outstanding sums including lease payments for vehicles when due to the Company.
  - (d) The Dependent Contractor shall be liable to pay interest at the rate of two percent (2%) per month to the Company on any outstanding sums due to the Company including the dispatch fees, lease payments and gas charges until payment is made by the Dependent Contractor.
  - (e) Where the Dependent Contractor's relationship with the Company has ended for any reason:
    - (i) any outstanding amounts owed to the Company by the Dependent Contractor shall become due and payable immediately and
    - (ii) any outstanding amounts owed to the Dependent Contractor by the Company shall become due and payable immediately.
2. Dependent Contractors must comply with all applicable laws and Company policies and standards, which policies and standards must be reasonable in terms of the nature of the Company's business.
3. Effective on and from the date of ratification, each Dependent Contractor must pay to the Company on the first of each month, in advance, the following dispatch fee for each vehicle the Dependent Contractor operates within the Company's fleet:
  - (a) Large Vehicles (6 to 9 passengers, inclusive) --- \$3,000 per month plus GST;
  - (b) Small Vehicles (1 to 4 passengers, inclusive) --- \$2,500 per month plus GST.

4. It is understood and agreed by the Parties that any fare increase agreed to by the Parties is subject to approval of the Motor carrier Commission before it can be implemented. The Union shall not oppose any application by the Company for fare increase.
5. During the term of this Agreement, the Company shall have the right upon receiving proper regulatory approval to increase its fleet capacity by adding up to four (4) additional licences to those currently held by the Company and the Union shall not oppose this action by the Company before any regulatory body or otherwise. If the Company wants to increase its fleet capacity beyond these four (4) additional licenses during the term of this Agreement, it shall only do so upon receiving proper regulatory approval after first obtaining the agreement of the Union, which agreement shall not be unreasonably withheld by the Union.

The Parties specifically agree that the foregoing provisions of this Paragraph 5 are intended solely to govern the number of licenses held by the Company at any given time. The Parties further specifically agree that the Company reserves the right, subject only to proper regulatory approval and the provisions of Letter Of Agreement No. 1, to determine the manner in which these licences are applied and/or allocated at any given time in terms of vehicle type or otherwise.

6. The Company shall meet with the Dependent Contractors' committee on a monthly basis to review the Company's marketing plan and to receive recommendations. During these meetings the Company will also receive such recommendations as the Dependent Contractors committee may make concerning how work is dispatched by the Company with the objective being to promote an equitable and efficient distribution of work. Upon written request by a full-time representative of the Union, from outside of the bargaining unit, the Company will review with this person appropriate dispatch records to monitor equitable distribution of work. Such review shall not take place more than four (4) times in any one (1) calendar year. All participants in this review process shall treat the information as confidential.
7.
  - (a) The Company shall pay for acquisition, installation, operation (including, but not limited to, the monthly "air time" fee) and reasonable maintenance of a two-way radio and GPS system in all vehicles of the Dependent Contractors within the Company's fleet. When any of these GPS systems is removed from any of said vehicles by or as directed by the Company, the Company shall undertake or otherwise pay for the repair to fix the hole in the vehicle required initially to install the GPS system.
  - (b) Any cost for damage or loss involving the equipment described in Paragraph 7(a) above that arises out of wilful neglect or wilful misuse by any Dependent Contractor or any of his driver(s) shall be paid for by the Dependent Contractor.

- (c) The equipment described in Paragraph 7(a) above must be returned to the Company in good working order by a Dependent Contractor upon the request of the Company or at such time as the contract between the Dependent Contractor and the Company ends or is otherwise terminated.
- 8.
  - (a) All Dependent Contractors shall process credit card receipts and Company charge vouchers through the Company and accept credit cards and Company vouchers from customers or potential customers. With respect to each such transaction, each Dependent Contractor shall pay to the Company a processing fee in the amount of two percent (2%) of the total value of each such charge.
  - (b) If any Dependent Contractor fails to accept credit cards and Company charge vouchers from customers or potential customers and/or fails to process any credit card receipts or Company vouchers through the Company, such Dependent Contractor shall be fined \$70.00 for each infraction or occurrence by the Company.
  - (c) If any Dependent Contractor fails to declare or misrepresents any revenue generated from a trip, the Dependent Contractor shall be fined by the Company at the rate of \$70.00 per hour for each hour or portion thereof the Dependent Contractor is away.
- 9. The Company shall pay the full cost for the Tourism Information Counter Returns.
- 10. All Dependent Contractors shall insure their vehicles in each calendar year through an insurance provider approved by the Company. The Company must be shown as the lessee on all such insurance. Each Dependent Contractor must, as a condition of employment or as a condition of continued employment, sign an authorization form allowing the Company to withdraw automatically from a designated bank account of each Dependent Contractor the monthly fee for vehicle insurance.
- 11. This Schedule 1 shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

## Schedule 2

1. All limousine drivers directly employed by the Company (and referred to in paragraph 3:01(iii) of the Collective Agreement shall receive the following remuneration and benefits;
  - (i) A commission of 40% of the gross revenue generated by the individual limousine driver.
2. The Company shall submit to the appropriate authorities CPP, EI and WCB payments for the limousine drivers directly employed by the Company.
3. This Schedule 2 shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

**LETTER OF AGREEMENT NO. 1**

**BETWEEN**

**Limo Jet Gold Express Ltd.  
(the "Company")**

**AND**

**Public Service Alliance Of Canada, Local 05/21081  
(the "Union")**

**RE: INTRODUCTION OF SEDANS**

WHEREAS, the Company and the Union agree that it is in their combined interest for the Company to be able to respond to changing market conditions and remain competitive;

NOW, THEREFORE, these Parties do hereby expressly and mutually agree as follows:

- (1) The Union specifically agrees that the Company has the right to change the types of vehicles that operate within its fleet providing the Company complies with Paragraph 5 of Schedule 1 of the Collective Agreement and the provisions of this Letter Of Agreement. For these purposes, the Parties agree that there are two (2) types of vehicles, being respectively limousines and sedans. It is mutually agreed that a limousine is a "large vehicle with a capacity of between six (6) to nine (9) passengers, inclusive" and that a sedan is a "small vehicle with a capacity of between one (1) o four (4) passengers, inclusive".
- (2) The Company specifically agrees that prior to introducing sedans into its fleet it will consult with the Union for the purpose of developing a transition plan to minimize the impact within the bargaining unit of this change in the fleet. The Company further agrees to notify the Public Service Alliance Of Canada, Vancouver Regional Office prior to such consultation.
- (3) (a) As part of the transition plan described in Paragraph (2) above, the Parties agree that the Company shall have the right at any time on or after September 1, 2004 to implement a "pilot project", of ninety (90) consecutive calendar days duration, to introduce sedans into the fleet. The Parties further agree that through this "pilot project" the Company shall have the right to introduce up to five (5) sedans into the fleet providing the Company complies with Paragraph 5 of Schedule 1 of the Collective Agreement and the provisions of this Letter Of Agreement.

(b) Dependent Contractors shall have first right on a voluntary basis to agree, or not, to assume responsibility for providing and operating one (1) or more of the sedans on a basis, in each case, to be resolved between the Dependent Contractor and the Company, subject to the applicable provisions of the Collective Agreement. If through this voluntary process the Company is unable to meet the sedan quota, up to the maximum allowed under the “pilot project” of five (5) sedans, the Company shall have the option of:

(i) engaging additional Dependent Contractors to provide and operate one (1) or more sedans on a basis to be resolved in each case between the Dependent Contractor and the Company, subject to the applicable provisions of the Collective Agreement; and/or

(ii) using Company drivers to operate the sedans

providing the Company at all times complies with the maximum allowed under the “pilot project” of five (5) sedans.

(4) (a) After the “pilot project” described in Paragraph (3) above is completed, the Company shall thereafter have the right to introduce sedans within the fleet as needed to respond to market conditions, providing the Company complies with Paragraph 5 of Schedule 1 of the Collective Agreement and the provisions of this Letter Of Agreement. These sedans shall be allocated by the Company in the following manner.

(b) Dependent Contractors shall have first right on a voluntary basis to agree, or not, to assume responsibility for providing and operating one (1) or more of the sedans on a basis to be resolved, in each case, between the Dependent Contractor and the Company, subject to the applicable provisions of the Collective Agreement. If through this voluntary process the Company is unable to put into operation the necessary number of sedans the Company shall have the option of:

(i) engaging additional Dependent Contractors to provide and operate one (1) or more sedans on a basis to be resolved, in each case, between the Dependent Contractor and the Company, subject to the applicable provisions of the Collective Agreement; and/or

(ii) using Company drivers to operate the sedans.

(5) The Company will advise the Dependent Contractors by written communication on the same date when, in each case, the “first right” of acceptance/refusal as described in Paragraphs (3) and (4) above is triggered and the Dependent Contractors shall then have fourteen (14) consecutive calendar days of that date within which to advise the Company on an individual basis of their choice.

Acceptance by the Company of any voluntary request by a Dependent Contractor to provide and operate one (1) or more of the available sedans shall then be on a “first come, first served” basis in each case.

- (6) This Letter Of Agreement may be changed at any time by the written mutual agreement of the Company and the Union (Public Service Alliance Of Canada).
- (7) This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

Signed at \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**

**LETTER OF AGREEMENT NO. 2**

**BETWEEN**

**Limo Jet Gold Express Ltd.  
(the "Company")**

**AND**

**Public Service Alliance Of Canada, Local 05/21081  
(the "Union")**

**RE: EMPLOYMENT SECURITY FOR DEPENDENT CONTRACTORS**

WHEREAS, the Company and the Union agreed during collective bargaining in 2004 to changes allowing the Company to introduce sedans into the fleet;

NOW, THEREFORE, these Parties do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that no Dependent Contractor in the bargaining unit on the date of ratification of the results of collective bargaining between the Parties in 2004 shall lose employment due to the introduction by the Company of sedans into the fleet, providing that the Dependent Contractor is willing, if necessary due to fleet requirements, to provide and operate one (1) or more sedans on a basis, in each case, to be resolved between the Dependent Contractor and the Company, subject to the applicable provisions of the Collective Agreement.
- (2) This Letter Of Agreement may be changed at any time by the written mutual agreement of the Company and the Union (Public Service Alliance Of Canada).
- (3) This Letter Of Agreement shall be deemed to be incorporated into the Collective Agreement between the Company and the Union as if set forth in full therein in writing, and shall so apply.

Signed at \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**FOR THE COMPANY**

\_\_\_\_\_  
**FOR THE UNION**