

MEMORANDUM OF AGREEMENT

The bargaining representatives of the Parking Corporation of Vancouver (Easy Park) and the bargaining representatives of Canadian Union of Public Employees, Local 1004, unanimously agree, without reservation, to recommend the following terms and conditions for a Renewal Collective Agreement to their respective principals for their ratification, which Renewal Agreement shall be for a term from July 1, 2012 to June 30, 2016 and shall contain all of the terms and conditions of the collective agreement that expired June 30, 2012, save and except as amended below:

1. Those items previously agreed upon and signed off.
2. Schedule "A", Wage Rates:

The following general wage increases shall be applied to all wage rates set out in Schedule "A"

- Effective July 1, 2012: twenty-two cents (\$0.22)
- Effective July 1, 2013: thirty-two cents (\$0.32)
- Effective July 1, 2014: thirty-two cents (\$0.32)
- Effective July 1, 2015: thirty-seven cents (\$0.37)

Retroactivity resulting from the above July 1, 2012 & July 1, 2013 increases shall only apply to those employees who are employees of record as at (insert date of Union ratification) – not to those who terminated between July 1, 2012 and (insert date of Union ratification).

3. Article 10.03, Extended Health Benefits shall be amended as follows, effective the first (1st) of the month following (insert date of Union ratification):
 - The vision care coverage amount shall be increased from two hundred dollars (\$200) to three hundred dollars (\$300) every two (2) calendar years.
 - The current coverage amount for Hearing aids shall be increased to seven hundred and fifty dollars (\$750) – no other changes to the current benefit.
4. Article 10.04 shall be amended to read as follows:

All part-time employees shall receive a fifty-five cents (\$0.55) per hour premium in lieu of benefits realized by Regular Full-Time Employees, pursuant to Article 10 where they are specifically excluded. Effective (insert date of Union ratification) this premium shall be increased to sixty-five cents (\$0.65) per hour. Effective December 28, 2014, this premium shall be increased to seventy-five cents (\$0.75) per hour.

5. Article 23.01 shall be amended to read as follows:

Recognizing the value of a stable workforce, the Corporation will wherever possible effect reductions in staff through attrition. If however, reductions in the workforce, reclassifications of positions or splitting of shifts become necessary due to a 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.



- (i) During the term of the July 1, 2012 to June 30, 2016 collective agreement, no full-time employee will lose employment as a result of contracting out of work.
- (ii) The provisions of this Article are "without precedent", and will not fall under the guidelines of Article 19.01 "Present Conditions".
- (iii) This Article is only for the benefit of the existing bargaining unit and will not apply to any future (i.e. occurring after December 31, 2009) operations of the Corporation, owned or otherwise, unless otherwise negotiated by the parties.
- (iv) 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.
- (v) The Corporation shall maintain at least twenty-eight (28) full-time employees and at least ten (10) part-time employees during the term of the July 1, 2012 to June 30, 2016 collective agreement, provided there is no loss of 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.
- (vi) The current Regular Full-Time Patroller position will be reduced through attrition. The Corporation may temporarily place the regular incumbent who occupies the Patroller position immediately prior to March 9th, 2009 in any other bargaining unit position so as to meet operational requirements, provided the employee does not suffer a reduction in his hourly wage rate or the full-time employee status.
- (vii) 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 objectives equally as well as contracting out and the work in question can be performed within the bargaining unit the same or lower cost than contracting out.
- (viii) The Union understands that the Corporation must ultimately introduce changes, when 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.
- (ix) For purposes of this Article 23, "Full-Time Employee" means an existing employee (i.e. one who was employed and had seniority as at 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.

6. A new Letter of Understanding shall be entered into in the following terms:

LETTER OF UNDERSTANDING

Handwritten signature and initials, possibly "J2" and "MB", in the bottom right corner.

between
Parking Corporation Of Vancouver
and
CUPE Local 1004

RE: TECHNOLOGICAL CHANGE

This Letter is appended to the July 1, 2012 to June 30, 2016 Collective Agreement and will expire automatically with the expiry of that agreement unless it is renewed by the parties and appended to the subsequent agreement.

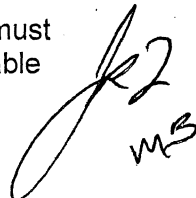
This Letter is intended, in light of the changes made to article 23 of the 2012 to 2016 Collective Agreement, to address the accomodation of up to four (4) full-time employees who are directly or indirectly displaced by technologicl change during the term of this Letter. These displaced full-time employees shall, if practicable, be accommodated, as follows:

The Corporation shall maintain at least twenty-eight (28) full-time positions and at least ten (10) part-time positions during the term of this Letter provided there is no loss of 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.

This Letter applies only to those full-time employees of record as at (insert date of Union ratification), who are the incumbents in the requisite number of full-time positions established by this Letter, who are so employed when a technological change is introduced and who are displaced either directly or indirectly by such change [i.e. the "eligible incumbent(s)".

Any change resulting from this Letter will only occur after consultation between the parties in the Labour Management Committee.

1. If a technological change is introduced during the term of this Letter that makes it impracticable for the Corporation to maintain the requisite number of full-time positions established by this Letter (28), 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 under this Letter. Without limiting the generality of these discussions, the parties shall discuss the possibility of creating alternate employment comprising customer service duties, enforcement, meter collection, maintenance duties and any other work that is created as a result of the technological change.
 - (b) Alternate full-time employment created under this section (1) shall comprise normal full-time positions in accordance with the provisions of Article 5 or Schedule E of the Collective Agreement.
 - (c) Those eligible incumbents receiving alternate employment under this section (1) must be productively employed (i.e. they must perform functions and/or duties that the Corporation wishes to have performed).
 - (d) Those eligible incumbents receiving alternate employment under this section (1) must have the skill and ability to perform the work in question, after receiving a reasonable

Handwritten signature and initials, possibly "MS" or "MSB", in the bottom right corner of the page.

amount of familiarization and training, when and as necessary. The amount of training, if any, to be offered to any employee will be determined by mutually agreement of the parties before any offer of alternate employment is made under this section (1).

- (e) The parties shall establish the rate of pay to apply to any such alternate employment arrangement, provided that the parties must mutually agree on a wage rate before the particular alternate employment arrangement is made available under this Letter.
 - (f) Alternate employment that is created under this section (1), 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 a reasonable period of familiarization and training, mutually agreed upon by the parties before any offer of alternate employment is made under this subsection (f).
 - (g) Eligible incumbents who receive alternate employment under this section (1) in a position having a lower rate of pay shall receive "enhanced rate protection" under article 17.02. These employees shall receive the rate of pay with any subsequent increases for the job classification he/she held immediately prior to the displacement for a period of twenty-four (24) 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 thirty-six (36) months following the displacement, the displaced employee shall receive the rate for his/her new job classification.
2. 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 not less than requisite number of full-time positions established by this Letter (28) can be maintained, provided that an eligible incumbent, who has a compelling personal reason that makes it impossible for him/her to work a rearranged shift offered by the Employer under this section (2), shall not be required to accept such shift. It is understood that a maximum of four (4) positions with rearranged hours under this section (2) may involve split shifts, the definition of "shift" in the Collective Agreement notwithstanding.
3. If a technological change is introduced during the term of this Letter that makes it impracticable for the Corporation to maintain the requisite number of full-time positions established by this Letter (28), and an eligible incumbent is not accommodated under section 1 or section 2 of this Letter with the result that he/she no longer has full-time work, the following subsections shall apply:
- (a) The applicable employee shall be laid off and may then utilize his/her seniority to bump a less senior employee in accordance with the provisions of article 11.
 - (b) The applicable laid off employee, shall have the option to utilize his/her seniority to work part-time (and/or spare board) hours in accordance with the provisions of the Collective Agreement.
 - (c) Eligible incumbents who are laid off under this Letter and who avail of part-time and spare board hours, shall retain their right to recall to full-time employment pursuant to article 11.07(D).
 - (d) The applicable laid off employee may elect to resign and take "enhanced" severance pay.
- "Enhanced Severance Pay" under this Letter shall be calculated pursuant to the


severance pay formulae set out in article 17.03 of the Collective Agreement, provided that the maximum amount of "enhanced severance pay", the maximum amount of enhanced severance pay that any employee may receive under this Letter shall be forty-eight (48) weeks, article 17.03 notwithstanding.

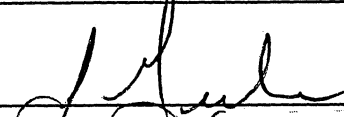
- (e) Eligible incumbents who are laid off under this Letter, may elect to take severance pay at any time during their seniority retention period under article 11.07(D).
- (f) The requisite number of full-time positions established by this Letter, shall be reduced (1 for 1) by each full-time employee who takes "enhanced severance pay" under this Letter.


AGREED IN VANCOUVER, B.C. THIS 3rd DAY OF DECEMBER, 2013.

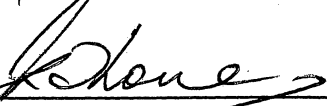
FOR EASY PARK

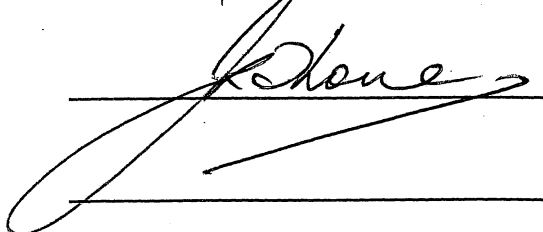
FOR CUPE, LOCAL 1004

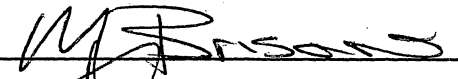


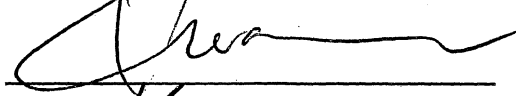





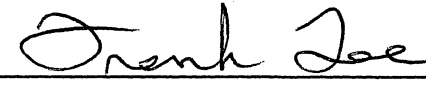





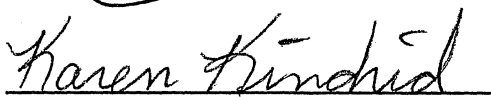


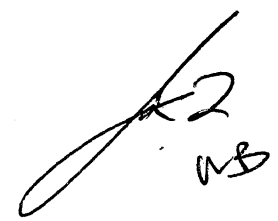











 NB

1. Article 1.01 shall be amended to read as follows:

This Agreement shall be for the period from and including July 1, 2012 to June 30, 2016 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 March 1st in any year thereafter, by written notice, to require the other party to the Agreement to commence bargaining.

2. Article 4.01 shall be amended to read as follows effective January 1, 2014:

The Corporation shall pay wages bi-weekly 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 his/her wages, overtime and other supplementary pay and deductions. The employee shall receive his/her pay by direct deposit on a Thursday in the forenoon. In the event that a pay day falls on a general holiday, the employee shall receive his/her pay cheque in the forenoon of the last working day prior to the general holiday.

3. Article 10.01 shall be amended to read as follows, effective (insert date of Union ratification):

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 (1st) 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 benefit premiums, pursuant to article 10.04, shall remain in affect until the employee is enrolled in the plans.

4. Article 10.02(b) shall be amended to read as follows by way of housekeeping:

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 and who work one hundred (100) straight-time hours or more during each month in which such coverage will apply. The Corporation shall use a bi-weekly equivalent of the one hundred (100) straight-time hour monthly requirement for full coverage of MSP benefits, calculated as follows: $(100 \text{ hours} \times 12 \text{ months} \div 26 \text{ pay periods} = 46 \text{ hours bi-weekly})$. 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 one hundred (100).

5. The waiting period under article 10.06, Weekly Indemnity, shall be reduced from the current "not greater than eight (8) days" to "seven (7) calendar days" effective for WI claims initiated after the first (1st) of the month following (insert date of Union ratification).



6. Article 10.11, Dental Plan shall be amended as follows, effective the first (1st) of the month following (insert date of Union ratification):
- Dental Plan "B" shall be amended to provide for dental implant surgery provided that the cost 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.
 - Dental Plan "C" Orthodontic coverage shall be amended, to increase the life time maximum per insured individual from three thousand dollars (\$3000) to four thousand dollars (\$4000).

7. Article 10.12, Parking Privileges, shall be amended to read as follows:

- Section "B", Collecting Pay Cheques – reference to Lot CP#5 shall be deleted and replaced with CP#9
- Section D - reference to lots CP#5 and CP#19 shall be deleted and replaced with the following: "CP#31 and CP# 27, except when event rates are in effect at CP#27."

8. The following shall be added to article 10 as a new section 10.14

EI Rebate

The employees' portion of the EI Rebate shall be used by the Corporation to offset some of its cost in regard to article 10.04, the Premium Paid to part-time employees and some of its cost in regard to article 10.03, the Extended Health Benefits Plan.

9. Article 15.03 shall be amended to read as follows:

Regular meetings shall be held by the Labour Management committee (LMC), in January, April, July and October of each year.

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.

10. Letters of Intent and Letters of Understanding:



(a) The following LOI's and LOU's shall be renewed and appended to the next collective agreement:

- The Letter of Intent Re: Parking Privileges
- The Letter of Intent Re: Time Management System
- Letter of Understanding Re: Training

(b) The balance of LOI's and LOU's appended to the expired agreement shall be deleted.

(c) A new Letter of Understanding shall be entered into as follows:

Re: Pension Plan

The parties will discuss the Union's concerns about the current pension plan in the Labour Management Committee (LMC) within ninety (90) calendar days following (insert date of Union ratification).

(d) A new Letter of Understanding shall be entered into in the following terms:

Re: Clothing

Within sixty (60) calendar days following (insert date of Union ratification), the Labour Management Committee (LMC), will discuss the clothing items issued to employees by the Corporation under article 20.01. Without limiting the generality of this discussion, discussion items shall include the Corporation's branding objectives; problems with the current clothing issue; and the possibility of employees receiving vests and/or jackets, and the terms and conditions to apply should the Corporation decide to do so.

11. Housekeeping:

This is a Memorandum of Agreement Item Only – It is not to be placed in the collective agreement.

The parties undertake to perform any and all "general housekeeping" required to the renewal collective agreement, at the time of preparing the legal documents for execution. The purpose of this "general housekeeping" is to ensure that amendments resulting from collective bargaining do not create ambiguities elsewhere in the renewal collective agreement, to correct and improve the language and grammar used in the Agreement, or to more accurately reflect the original intent of the parties regarding existing contract provisions. Particular housekeeping changes made pursuant to this undertaking will not change original intent in any way, and each such change must be specifically agreeable to both parties.

Handwritten signature and initials, possibly 'R2' and 'MB'.

Without limiting the generality of this undertaking, the following "housekeeping" will be performed pursuant to this undertaking:

- The List of statutory holidays in article 9.01 shall be amended to include "Family Day".
- Article 15.01(v) shall be deleted, as it is no longer applicable.



Handwritten signature and initials, possibly "MB" or "MBB", written in black ink.