

MEMORANDUM OF SETTLEMENT

Between

**PARKING CORPORATION OF VANCOUVER (EASYPARK)
(the "Corporation")**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(the "Union")**

By the signatures of the undersigned bargaining committee representatives, the Corporation and Union agree to recommend this Memorandum of Settlement, with the appended signed tentative agreements, to their respective principals. The appended signed tentative agreements are the only amendments to the January 1, 2021 to June 30, 2028 Collective Agreement (hereinafter called the "Current Collective Agreement").

FOR THE CORPORATION:

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FOR CUPE LOCAL 1004:

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1. Provisions of the Current Collective Agreement Remain in Effect

All provisions of the Current Collective Agreement 2016 – 2020 shall remain in effect except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be **from January 01, 2021 to June 30, 2028**, both dates inclusive.

3. General Wage Increases

- (a) Effective 2021 July 01, all hourly rates of pay that were in effect on 2020 December 31st shall be increased by twenty (.20) cents.
- (b) Effective 2022 July 01, all hourly rates of pay that were in effect on 2021 June 30 shall be increased by forty (.40) cents.
- (c) Effective 2023 July 01, all hourly rates of pay that were in effect on 2022 June 30 shall be increased by fifty-eight (.58) cents.
- (d) Effective 2024 July 01, all hourly rates of pay that were in effect on 2023 June 30 shall be increased by eighty (.80) cents.
- (e) Effective 2025 July 01, all hourly rates of pay that were in effect on 2024 June 30 shall be increased by forty-five (.45) cents.
- (f) Effective 2026 July 01, all hourly rates of pay that were in effect on 2025 June 30 shall be increased by forty-five (.45) cents.
- (g) Effective 2027 July 01, all hourly rates of pay that were in effect on 2026 June 30 shall be increased by forty-five (.45) cents.

Retroactive payments arising from wage increases will be made as soon as possible following the date of ratification of this Memorandum of Agreement and applied to all Employees who are employed as of the date of ratification.

Included in this Memorandum of Settlement, the Parties have reached confidential settlements for grievance no. 2019-101 and 2024-10.

- 4. The Parties agree to recommend this signed Memorandum of Settlement to their respective principals and schedule the necessary ratification meetings without undue delay and ensure their principals vote on this Memorandum of Settlement.

5. Effective Dates

Unless otherwise specified by the Parties, the effective date for all changes will be the later date of ratification of this Memorandum of Settlement by the Employer's principals or the Union membership.

Agreed Items CUPE Local 1004-03 and EasyPark

Articles

Date Signed

Article 3 – UNION SECURITY

3.2 Union Security

October 1, 2024

Article 4 – REMUNERATION

4.2 Special Pay Cheque Requests - Deleted	March 6, 2024
4.3 Canada Saving Bond – Deleted	March 6, 2024
Article 7 – VACATION WITH PAY	
7.2 Vacation Pay Rate for Regular Full-Time	December 6, 2024
7.5 Authorization of Vacation Leave	March 6, 2024
7.10 Annual Vacation Sign-Up	October 1, 2024
7.11 Vacation Pay for New Employees	December 6, 2024
7.12 Vacation Pay on Termination	March 6, 2024
7.13 Banking Vacations Entitlements	December 6, 2024
7.14 Single Vacation Days	October 1, 2024
Article 8 – SHIFT SCHEDULING and SPARE BOARD POLICIES	
Available Advice Notice	October 28, 2024
Article 9 – STATUTORY HOLIDAYS	
9.1 Recognized Statutory Holidays – Day of Truth and Reconciliation	December 6, 2024
9.2 Payment of Statutory Holidays for Regular Full-Time	December 6, 2024
9.4 Alternate Day off in Lieu of Statutory Holidays	December 6, 2024
Article 10 – WELFARE AND FRINGE BENEFITS	
10.2 Medical Services Plan	November 18, 2024
10.8 Annual Sick Leave Benefits and Conditions	October 1, 2024
ARTICLE 11 – SENORITY	
11.12 New Employee Training and Related Procedures	December 6, 2024
ARTICLE 12 – SAFETY	
12.3 First Aid Training and Development	December 6, 2024
12.4 Boot Allowance	December 6, 2024
Article 14 – SETTLEMENT OF GRIEVANCES	
14.3 Grievance Procedure	October 1, 2024
14.4 Time Limited	October 1, 2024
Article 23 – JOB SECURITY	
23.1 Job Security	November 19, 2024
Extended Health Benefits	December 6, 2024
Letter of Intent #1 Parking Privileges – Deleted	March 6, 2024

Letter of Understanding #1 Pension Plan

December 6, 2024

Letter of Understanding #2 Training

December 6, 2024

ARTICLE 3 – UNION SECURITY

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. **The Employer will also provide the Union with a break down of all amounts related to special premiums and overtime that has been paid in the respective period.**

ARTICLE 4 – REMUNERATION

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 on November 2017.~~

ARTICLE 7 – VACATION WITH PAY

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. **For clarity, a Regular Full-Time Employees' vacation pay in any calendar year will not exceed the applicable percentage of their prior year's earnings plus any carry-over vacation pay banked in accordance with section 7.13.**

7.5 Authorization of Vacation Leave

(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)~~ **five (5)** Employees shall be away during the Christmas/Boxing week(s) **should operational requirements so permit.**

7.10 Annual Vacation Sign-Up

- (a) An Annual Vacation Sign-Up will commence ~~October~~ **November** 15 and conclude ~~November~~ **December** 15 of each year. The Corporation shall notify employees of their vacation schedule for the following year no later than ~~December 1~~ of the **January 1 for the current** 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~~ by **November 1st** of 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 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 accrue vacation time in the current year, which may be used in the following year.**
- (b) Regular Full-Time Employees commencing employment before 1 July of each calendar year will receive prorated vacation **time** entitlements during their year of hire (**to be used in the following calendar year**) at the rate of .666 days per month.
- (c) ~~(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 who have not utilized all of their accrued vacation pay in the year in which it can be used, will be paid out any remaining vacation pay on the first payroll after December of that year~~**31.**
- (d) ~~(e)~~ 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 entitlement, such advance vacation leave shall be deducted from their last cheque.~~

Any Accrued but unused vacation pay will be paid out on termination of employment.

7.13 Banking Vacations Entitlements

Notwithstanding section 7.11(c), Regular Full-Time Employees may, upon completing five (5) years of continuous service, bank one (1) week of vacation **time**, and, **if available in their accrued vacation pay, the equivalent of one week's vacation pay** 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 **but only to the maximum amount of vacation pay that they have banked.**

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.~~ **Once a member achieves six (6) weeks' vacation, an additional one (1) week of annual vacation entitlement can be used as single vacation days off. Requests for single vacation days off are 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~~ **be the determining factor**, if the Corporation does not permit all those making such request to be off.

ARTICLE 8 - SHIFT SCHEDULING AND SPARE BOARD POLICIES

Availability Advice Notice [Availability Notice Form Was Amended]

I understand and agree to be available for work as specified under "Availability For Work".

Availability for Work means being available to work at any of the Corporation's Lots/Work Locations in my classification. 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.

ARTICLE 9 – STATUTORY HOLIDAYS

9.1 Recognized Statutory Holidays

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

National Day for Truth and Reconciliation

Good Friday

Thanksgiving Day

Victoria Day

Remembrance Day

Canada Day

Christmas Day

British Columbia Day

Boxing Day

Article 9 – Statutory Holidays

9.2 ~~Four Day Work Week~~ Payment of Statutory Holidays For Full-Time Employees

(a) If a Statutory Holiday falls on a Regular full-time employee's scheduled working day and the employee has worked ten (10) of the thirty (30) calendar days preceding the holiday, then the employee will receive:

- (i) statutory holiday pay in accordance with Article 9.1 for any hours worked plus the equivalent of a day's pay based on their regular daily hours if they work on the Statutory Holiday or**
- (ii) the equivalent of a day's pay based on their regular daily hours if they do not work on the Statutory Holiday.**

(b) If the Statutory Holiday falls on a Regular full-time employee's day of rest and the employee has worked ten (10) of the thirty (30) calendar days preceding the holiday, then the employee will receive the equivalent of a day's pay based on their regular daily hours.

- ~~(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 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.~~

ARTICLE 10 – WELFARE AND FRINGE BENEFITS

10.2 Medical Services Plan

If the provincial government reinstates the Medical Services Plan in replacement of the Employer Health Tax:

- (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.**

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 a **minimum of seventy-two (72) hour's notice.**

(b) An employee who is off work due to sickness for three (3) or more consecutive scheduled working days will, if requested by the Corporation, provide the Corporation with a medical doctor's note validating their absence for sickness. The Corporation will pay any reasonable doctor charges for such note, upon the employee presenting the doctor's receipt to the Corporation.

~~(b) (c)~~ 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, one hundred percent (100%) payout fee for sixty (60) hours sick leave benefit remaining; fifty percent (50%) payout for less than forty (40) hours sick leave benefits remaining.

ARTICLE 11 – SENORITY

11.12 New Employee Training and Related Procedures

~~(d) Employees selected by~~The Corporation **will appoint employees, at its discretion,** to provide on-the-job training to other employees ~~shall including~~ when it intends to train an employee to cover for absences in the Assistant Manager PCP classification. **Such appointed employees shall, in the opinion of the Corporation, (i) have the necessary ability and experience to train employees (ii) be designated as "Trainers" and shall (iii) 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 as "Trainers".~~ Those selected **appointed** 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

12.3 First Aid Training and 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 **or a similar WorkSafe course as selected by the Corporation.** 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 Boot Allowance

Regular employees who hold Equipment Maintenance, Lot Manager or Assistant Manager positions shall be reimbursed for safety boots up to one hundred and twenty-five dollars (\$125) each calendar year upon presentation of receipts.

ARTICLE 14 - SETTLEMENT OF GRIEVANCES

14.3 Grievance Procedure

Either grievance party may initiate a grievance. If a grievance is ~~and not~~ settled at any one ~~stage-step~~ of the grievance procedure, then the grieving party shall have the alternative either to abandon it or proceed to the next successive ~~stage-step~~ within the time limits set out in each ~~stage-step~~. By mutual agreement between the Corporation and the Union, the processing of any grievance may begin at the ~~third-second-stage step~~. The successive ~~stage steps~~ of the grievance procedure are:

(a) *First Stage Step*

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 ~~in writing~~ to the employee's immediate supervisor ~~Manager~~. **A written copy of the grievance will be provided by the Union to the Corporation.** The grievance must be answered **in writing** within ten (10) days of receipt of the grievance.

(b) *Second Stage Step*

If the two (2) parties are unable to agree at the first stage step, ~~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 the first stage step, the Union **Business Agent** must take up the grievance in writing, with the Director of Operations (or designate). The answer to the third stage ~~second step~~ grievance must be given in writing within ten (10) days of the meeting held to discuss the grievance, at third stage. The parties will meet to discuss the second step grievance within ten (10) days of receipt of the second step written grievance. The answer must be given in writing ten (10) days following the meeting.~~

Any dispute between the Employer **Corporation** and the Union which has been raised at the Labour Management Committee, but not resolved, may be submitted by the **Corporation to the Union** or the Union directly to the Director of Operations. ~~The parties agree to waive stage step 1 and 2 of the grievance procedure. In these circumstances, the parties agree to waive Step 1 of the grievance procedure.~~

In addition, any Corporation grievance may be brought directly at Step 2 by submitting the grievance in writing, within ten (10) days of the circumstances giving rise to the grievance, directly to the Union.

(c) *Final Stage Step – Arbitration*

If the two (2) parties are unable to agree at ~~third stage~~ the second step, then within

ten (10) days of receipt of an answer at ~~third-stage~~ **the second step**, the **party bringing the grievance** must notify the **other party** in writing of its intention to take the grievance to Arbitration.

Grievances which are not resolved at the ~~third-stage~~ **second step** 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 step**, then the grievance shall automatically proceed to the next higher **stage-step**. 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.

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 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:~~

(a) No Full-Time Employee will lose their employment as a result of contracting out of work during the protected period, which ends on the following date:

(i) July 31, 2028;

(ii) The date this Collective Agreement is terminated by strike or lockout; or

(iii) The date a renewal of this Collective Agreement is reached by the Parties.

EXTENDED HEALTH BENEFITS:

While not to be included in the text of the Collective Agreement, the Parties have agreed to increase psychological services from six hundred (\$600) to one thousand dollars (\$1000).

**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.~~

Within 90 days of ratification of the Collective Agreement, the parties will meet to discuss the pension plan and the Employer may present information regarding pension plan alternatives.

The Employer will amend the current pension plan as quickly as reasonably practicable after ratification to allow for mandatory membership and, in the meantime, permit any eligible employee to opt in.

**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.~~

Employer will update its standard operating procedures manual (SOP) within ninety (90) days of ratification of the Collective Agreement. Employer will arrange for an Labour Management Committee meeting solely for the purpose of gaining employee input into the SOP and training requirements, within sixty (60) days of ratification. Employer will consider any employee input but is ultimately responsible for SOP and training requirements.

**LETTER OF INTENT #1
PARKING PRIVILEGES
DELETE**

